



SBC Wisconsin  
722 N. Broadway  
Floor 13  
Milwaukee, WI 53202

September 28, 2005

Ms. Christy Zehner  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for Approval of an Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin<sup>1</sup>, and Navigator Telecommunications, LLC. This Amendment replaces and supersedes the Loop Qualification Process-Manual Rate.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Navigator Telecommunications, LLC hereby request approval, pursuant to 47 U.S.C. 252, of an Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Navigator Telecommunications, LLC. This Amendment replaces and supersedes the Loop Qualification Process-Manual Rate.

I have been authorized by Navigator Telecommunications, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Navigator Telecommunications, LLC  
Michael McAlister, General Counsel  
8525 Riverwood Park Drive  
North Little Rock, AR 72113  
Tel: 501-954-4000  
Fax: 501-954-4002

Very Truly Yours,

Joan Schoenberger

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc

**AMENDMENT  
TO INTERCONNECTION AGREEMENT – WISCONSIN  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
NAVIGATOR TELECOMMUNICATIONS, LLC**

The Interconnection Agreement (“the Agreement”) by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC Wisconsin”) and Navigator Telecommunications, LLC. (“CLEC”) is hereby amended as follows:

(1) The Pricing Schedule – Wisconsin of the Agreement is hereby amended to incorporate the following non-recurring Loop Qualification Process – Manual Rate to replace and supersede the Loop qualification Process – Manual Rate currently noted as “to be determined” or “TBD” in the underlying Agreement.

	<u>Non-Recurring</u>
Loop Qualification Process – Manual Rate:	\$ 26.12

(2) The Loop Qualification Process – Manual Rate set forth in Paragraph 1 above shall become effective between the Parties on January 15, 2004 (“Rate Effective Date”).<sup>1</sup> SBC Wisconsin will calculate and apply to CLEC’s bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date; provided however, the Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to SBC Wisconsin’s obligations under the Service Performance Measurements and that liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

(3) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Service Commission of Wisconsin (“PSC-WI”) and shall become effective ten (10) days following approval by such Commission, subject to Paragraph 2 above, and footnote 1 (when applicable).

(4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, will be coterminous with such Agreement.

(5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“ISP Compensation Order”), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d

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<sup>1</sup> Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement (“Agreement”)), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act (“Adopting CLEC”) after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC Wisconsin and the Adopting CLEC following the Commission’s order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law (“Section 252(i) Effective Date”), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC WISCONSIN** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004) . Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC WISCONSIN** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC WISCONSIN**'s right to exercise its option at any time to adopt on a date specified by **SBC WISCONSIN** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

**IN WITNESS WHEREOF**, this Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_ day of \_\_\_\_\_, 2005, by SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Navigator Telecommunications, LLC**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Operations, Inc., its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: AVP-Local Interconnection Marketing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FACILITIES-BASED OCN # \_\_\_\_\_**

**ACNA \_\_\_\_\_**

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 27<sup>th</sup> day of September, 2005, by SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Navigator Telecommunications, LLC

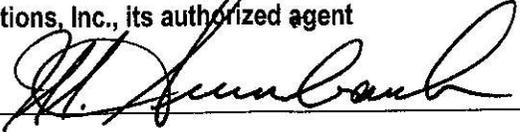
By: 

Printed: Kenrick LeDoux

Title: VP Engineering + CTO

Date: 9/23/05

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Operations, Inc., its authorized agent

By: 

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: 9-27-05

FACILITIES-BASED OCN # 2317

ACNA NVG