



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

November 22, 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 incorporating 911 Waiver Language to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin¹, Level 3 Communications, LLC.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Level 3 Communications, LLC hereby request approval, pursuant to 47 U.S.C. 252, of a 911 Waiver Language Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Level 3 Communications, LLC.

I have been authorized by Level 3 Communications, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Level 3 Communications, LLC
Mark Green
1025 Eldorado Blvd.
Bloomfield, CO 80021
Tel: 720-888-3059
Fax: 720-888-5058

Very Truly Yours,

Joan Schoenberger

¹ 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 UNDER
SECTIONS 251 & 252 OF THE TELECOMMUNICATIONS ACT
BY AND BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A SBC ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A SBC INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A SBC MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA,
THE OHIO BELL TELEPHONE COMPANY D/B/A SBC OHIO,
PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A SBC CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC
OKLAHOMA AND/OR SBC TEXAS,
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN
AND
LEVEL 3 COMMUNICATIONS, LLC

This Amendment is intended to and shall amend the section 251-252 Interconnection Agreements between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively ("SBC-13STATE") and Level 3 Communications, LLC ("Level 3") (hereinafter separately the "Agreement").

WHEREAS, SBC-13STATE is an incumbent local exchange carrier in portions of the states of Texas, Oklahoma, Kansas, Missouri, Arkansas, Illinois, Indiana, Michigan, Ohio, Wisconsin, California, Nevada, and Connecticut, who maintains E911 Selective Routers connected to various Public Safety Answering Points (PSAPs) in its territory; and

WHEREAS, Level 3 is a competitive local exchange carrier in the afore referenced states; and

WHEREAS, Level 3 acknowledges and agrees that if and when and where Level 3 has not connected 911 trunks or interconnected to SBC-13States' E911 Selective Routers or otherwise arranged for the delivery of calls to an appropriate Public Safety Answering Point, Level 3's end user customers will not have the ability to place emergency 911 calls to the PSAPs in SBC13STATE territory, and

WHEREAS, Level 3 is willing to forego E911 connectivity in local exchange areas or LATAs where it does not require such connectivity for delivery of services to end user customers, and is willing to indemnify SBC-13STATE for liability that arises from a lack of 911 connectivity in those local exchange areas or LATAs as stated in this Amendment.

NOW THEREFORE, the Parties agree as set forth herein.

- I. Level 3 shall not be required by SBC-13STATE to establish 911 trunking or interconnection to SBC-13STATE's 911 Selective Routers in Local Exchange Areas or LATAs where Level 3 elects not to connect to the Selective Routers, which shall hereinafter be called a "Non-Interconnected Selective Router Local Exchange Area or LATA".

- II. Level 3 shall identify such Non-Interconnected Selective Router Local Exchange Area or LATA when completing the SBC-13STATE "Network Information Sheet" ("NIS").
- III. Appendix Interconnection Trunking Requirements Section 5.6.1 shall be deemed to have the additional phrase in bold underline below added, as follows:
5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which LEVEL 3 offers exchange service, **unless LEVEL 3 identifies the NPA as being in a Non-Interconnected Selective Router Local Exchange Area or LATA.**
- IV. The following subsection shall be added to Section 14 (Indemnity) of the General Terms and Conditions:

Level 3 shall indemnify, defend and hold SBC 13STATE harmless from and against any Claim or Loss to the extent such Claim or Loss is the result of Level 3's decision to forego E911 trunking or interconnection to SBC-13STATE's 911 Selective Routers.
- V. All other terms and conditions of the indemnification and limitation of liability sections as negotiated and/or arbitrated and incorporated in the Agreement shall remain in full force and effect as to this Amendment.
- VI. This Amendment does not purport to waive either Party's obligations under Applicable Law. Each Party shall be solely responsible for complying with Applicable Law.
- VII. In the event of any conflict between the terms and conditions of the Interconnection Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall supersede and prevail.
- VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IX. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, 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, et. al 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 (rel. Aug. 21, 2003) 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); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- X. This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 16th day of NOV., 2005, by the below-listed parties, signing by and through their duly authorized representatives.

Level 3 Communications, LLC

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc, its authorized agent

Signature: 

Name: ANDREA L. GAVALAS
(Print or Type)

Title: VP - INTERCONNECTION SERVICES
(Print or Type)

Date: 10-31-05

Signature: 

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: NOV 16 2005

FACILITIES-BASED OCN# _____

ACNA _____