



AT&T Wisconsin
13 floor
722 N. Broadway
Milwaukee, WI 53202

January 16, 2006

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

Re: Application for the Approval of an Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Charter Fiberlink, LLC. This Amendment revises the Emergency Number Service Access Price Schedule.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Charter Fiberlink, LLC hereby request approval, pursuant to 47 U.S.C. 252, of an Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Charter Fiberlink, LLC. This Amendment revises the Emergency Number Service Access Price Schedule.

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

Charter Fiberlink, LLC
Carrie Cox, Attorney
12405 Powerscourt Drive
St. Louis, MO 63131
Tel: 314-543-2567
Fax: 314-288-3555

Very Truly Yours,

Joan Schoenberger

Enclosure

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL INC. d/b/a AT&T WISCONSIN
AND
CHARTER FIBERLINK, LLC**

The Interconnection Agreement ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ ("AT&T Wisconsin") and Charter Fiberlink, LLC ("CLEC") is hereby amended as follows:

1. Revised Price Schedule – Emergency Number Service Access which is attached hereto.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier 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), AT&T 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 AT&T WISCONSIN has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T WISCONSIN state in which this Agreement is effective, 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 AT&T WISCONSIN's right to exercise its option at any time to adopt on a date specified by AT&T WISCONSIN the FCC Plan, after which date ISP-bound traffic will be

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "AT&T Wisconsin" pursuant to an assumed name filing with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of AT&T Inc.

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") of 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.

5. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 9th day of February, 2006, by Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Charter Fiberlink, LLC

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: [Signature]

By: Rebecca L Sparks

Name: Ted Schremp
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: SVP & GM
(Print or Type)

Title: Executive Director - Regulatory

Date: 2-6-06

Date: FEB 9 2006

FACILITIES-BASED OCN # 3839

ACNA HFB

WISCONSIN	SBC	
	Recurring Monthly	Nonrecurring
Emergency Number Services Access**		
9-1-1 Selective Router Interconnection		
Digital DS1 Interface	\$ 333.02	\$ 1,231.58
Each DS0 Installed	NA	\$ 642.28
Analog Channel Interface	\$ 26.29	\$ 737.59
ANI/ALI/SR and Database Management		
Per 100 Records	\$ 3.75	\$ 642.78
Access Routing File (CD-ROM)	\$ 23.39	
9-1-1 Selective Router Switch Administration		
Per Selective Router	\$ 6.05	\$ 2,318.07
Emergency Number Service Access (ENSA) Tariff # 20, Part 23, Section 3		