



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

March 20, 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 a Batch Hot Cut Process Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and CMC Telecom, Inc.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and CMC Telecom, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Batch Hot Cut Process Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and CMC Telecom, Inc.

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

CMC Telecom, Inc.  
Chuck Schneider  
VP Business Operations  
50481 Pontiac Trail  
Wixom, MI 48393  
Tel: 248-668-2800  
Fax: 248-668-2812

Very Truly Yours,

Joan Schoenberger

Enclosure

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

The Interconnection Agreement ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin<sup>1</sup> ("AT&T Wisconsin") and CMC Telecom, Inc. ("CLEC") is hereby amended as follows:

- (1) Add Appendix Batch Hot Cut Process which is attached hereto.
- (2) Add Price Schedule - Batch Hot Cut Process which is attached hereto.

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

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

(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 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), 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 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 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 subject to the FCC Plan's prescribed terminating

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<sup>1</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

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.

(6) 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.

## BATCH HOT CUT PROCESS

**BATCH HOT CUT PROCESS:** The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between AT&T Wisconsin and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for CLECs providing voice service using CLEC-provided analog, circuit switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on AT&T Wisconsin’s CLEC Online website (or successor website). Any future enhancements or modifications to AT&T Wisconsin’s Batch Hot Cut Process Offerings will be made in accordance with AT&T Wisconsin’s Change Management Process. AT&T Wisconsin will ensure that its Batch Hot Cut Process Offerings comply with all applicable Public Service Commission of Wisconsin batch cut rulings.

### 1.0 GENERAL

- 1.1 **Enhanced Daily Process:** The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. AT&T Wisconsin places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.
- 1.2 **Defined Batch Hot Cut Process** – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using AT&T Wisconsin-provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that AT&T Wisconsin must accept for a single day in a single central office for all CLECs combined is two hundred lines.
- 1.3 **Bulk Project Offering** – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using AT&T Wisconsin-provided switching to service provisioned using CLEC -provided switching.

### 2.0 PRICING FOR BATCH HOT CUT PROCESS OFFERINGS

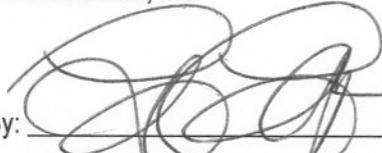
- 2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC’s underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC’s underlying interconnection Agreement.

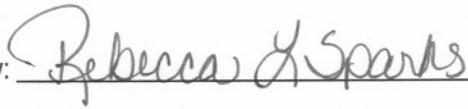
<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>	
<b>Enhanced Daily Rates</b>			
Enhanced Daily FDT Basic	<b>NRFHA</b>	<b>\$26.06</b>	
Enhanced Daily CHC Basic	<b>NRFHB</b>	<b>\$29.62</b>	
Enhanced Daily IDLC Basic	<b>NRFHC</b>	<b>\$64.99</b>	
<b>Defined Batch Rates</b>			
Defined FDT Basic	<b>NRFHD</b>	<b>\$20.69</b>	
Defined CHC Basic	<b>NRFHE</b>	<b>\$21.90</b>	
Defined FDT Expanded	<b>NRFHF</b>	<b>\$20.74</b>	
Defined CHC Expanded	<b>NRFHG</b>	<b>\$21.90</b>	
Defined IDLC Basic	<b>NRFHH</b>	<b>\$63.63</b>	
<b>Bulk Batch Rates</b>			
Bulk FDT Basic	<b>NRFHJ</b>	<b>\$20.68</b>	
Bulk CHC Basic	<b>NRFHK</b>	<b>\$21.89</b>	
Bulk FDT Expanded	<b>NRFHL</b>	<b>\$20.72</b>	
Bulk CHC Expanded	<b>NRFHM</b>	<b>\$21.89</b>	
Bulk FDT Premium	<b>NRFHN</b>	<b>\$22.82</b>	
Bulk CHC Premium	<b>NRFHO</b>	<b>\$24.27</b>	
Bulk IDLC Basic	<b>NRFHP</b>	<b>\$63.62</b>	

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 14<sup>th</sup> day of March, 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.

CMC Telecom, Inc.

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

By: 

By: 

Name: Craig Champagne  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: President  
(Print or Type)

Title: Executive Director-Regulatory

Date: 3/6/06

Date: 3/14/06

FACILITIES-BASED OCN # 919B

ACNA CQF