



Erik CaPaul  
316 W. Washington Ave  
Room 901  
Madison, WI 53703

Phone: 608.252-4671  
Fax: 608.252.1295  
Email: ec3813@att.com

October 31, 2006

Ms. Sandra Paske  
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 Amend Negotiated ISP Bound Traffic Adopting the FCC Interim Terminating Comp Plan Amendment in relation to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC hereby request approval, pursuant to 47 U.S.C. 252, an Amendment to Amend Negotiated ISP Bound Traffic Adopting the FCC Interim Terminating Comp Plan Amendment in relation to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC.

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

TDS Metrocom, LLC  
Rod Cox  
Manager Carrier Relations  
525 Junction Road, Suite 6000  
Madison, WI 53717  
P: 608-663-3029  
F: 608-663-3340  
Rod.cox@tdsmetro.com

Sincerely,

/s/ Erik S. CaPaul  
Erik S. CaPaul

Enclosure

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

This Amendment (the "Amendment") to the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) (the "Reciprocal Compensation Amendment") between AT&T Operations, Inc., on behalf of and as agent for Wisconsin Bell Telephone Company<sup>1</sup> d/b/a AT&T Wisconsin (hereinafter "AT&T Wisconsin") and TDS Metrocom, LLC ("TDS").

WHEREAS, AT&T Wisconsin and TDS entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") for the state of Wisconsin that was approved by the Public Service Commission of Wisconsin (the "ICA");

WHEREAS, for the state of Wisconsin, the Parties entered into an amendment to the current ICA setting forth the terms, conditions and rates for invoking the FCC's interim ISP terminating compensation plan on and after June 1, 2003 ("Reciprocal Compensation Amendment"); and

WHEREAS, the Parties wish to replace section 2.3 of Exhibit A to the Reciprocal Compensation Amendment with the language set forth below.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

- (1) Delete Section 2.3 of Exhibit A to the Reciprocal Compensation Amendment in its entirety and replace with the following Sections 2.3 through 2.10.5:

2.3 ISP-Bound Traffic Rebuttable Presumption

2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic and is subject to the compensation terms in this Section 2.3. Either Party has the right to rebut this 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic utilizing the methodology set forth in Section 2.3.2 below.

2.3.2 The Parties will conduct a study to identify the actual ISP-Bound Traffic terminated by either Party utilizing the methodology set forth in this Section 2.3.2, or by any means mutually agreed by the Parties.

2.3.2.1 The initial step of the study will be to analyze the originating Party's originating call records to identify the terminating Party's telephone numbers presumed to carry qualifying ISP-Bound Traffic delivered to an ISP. For purposes of this Section 2.3.2, telephone numbers used to deliver qualifying ISP-Bound Traffic to an ISP shall be referred to as "ISP-Bound Traffic Terminating Telephone Numbers." In order to determine presumed ISP-Bound Traffic Terminating Telephone Numbers, all terminating telephone numbers will be screened to identify all terminating telephone numbers that receive a minimum of five (5) calls within any sixty (60) minute period with a duration of twenty (20) minutes or longer.

2.3.2.2 Thereafter, the study will take a second step to exclude telephone numbers serving voice traffic from the presumed ISP-Bound Traffic Terminating Telephone Numbers identified in 2.3.2.1 above. In

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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".

order to do this, a software program that distinguishes modem tones from other types of answers will dial each of the presumed ISP-Bound Traffic Terminating Telephone Numbers. If a modem tone is received, the terminating telephone number will continue to be considered an ISP-Bound Traffic Terminating Telephone Number and will be placed on a list of numbers (“the List”) for review and verification of the terminating Party pursuant to Section 2.3.2.3. Telephone numbers that are not answered by a modem tone will be excluded from the List.

2.3.2.3 The third step of the study will be a review and verification of the List by the terminating party. The List will be presented to the terminating party to confirm or deny that the numbers as set forth thereon are ISP-Bound Traffic Terminating Telephone Numbers serving an ISP. If the terminating Party asserts that a number on the List is not an ISP-Bound Traffic Terminating Telephone Number serving an ISP, the telephone number will be jointly called by the Parties at a mutually agreeable time. If the telephone number is answered by a modem tone at the time it is called by the Parties, it will remain on the List; if the telephone number is answered by anything but a modem tone, it will be excluded from the List. Unless the Parties otherwise agree, the terminating Party may challenge no more than 5% or 100 presumed ISP-Bound Traffic Terminating Telephone Numbers, appearing on the List (whichever is larger) during any single study. Further, the Party to whom the List is sent has thirty (30) calendar days after receiving the List to challenge any numbers appearing thereon. If the party receiving the List does not respond to the party submitting the List within thirty (30) calendar days, the List will be presumed correct and the telephone numbers identified thereon shall be considered ISP-Bound Traffic Terminating Telephone numbers serving ISPs.

2.3.2.4 Following the compilation of the List, the Parties will determine the ratio of traffic that will be billed and invoiced as ISP-Bound Traffic and Section 251(b)(5) Traffic based upon a comparison of the MOUs of the telephone numbers on the List with the total MOUs for all combined ISP-Bound Traffic and Section 251(b)(5) Traffic. These percentages will be multiplied by the total MOUs for all combined ISP-Bound Traffic and Section 251(b)(5) Traffic and the resulting products will represent (a) the amount of traffic subject to the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement for Section 251(b)(5) Traffic; and (b) the amount of traffic subject to the FCC’s interim ISP terminating compensation rate set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan).

2.3.3 The Parties acknowledge that, prior to the execution of this Amendment, they conducted the study set forth in Section 2.3.2. Based upon the results of this study, the Parties agree that the rebuttable presumption established in Paragraph 79 of the FCC’s ISP Compensation Order is not applicable. Rather, the Parties agree and acknowledge that from the Effective Date of this Amendment, Section 251(b)(5) Traffic and ISP-Bound Traffic will be invoiced as follows:

2.3.3.1 TDS shall bill and invoice (a) fifty-five percent (55%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from an AT&T WISCONSIN End User and terminates to a TDS End User as Section 251(b)(5) Traffic at the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement; and (b) forty-five percent (45%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from an AT&T WISCONSIN End User and terminates to a TDS End User as ISP-Bound Traffic at the FCC’s interim ISP terminating compensation rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan).

2.3.3.2 AT&T WISCONSIN shall bill and invoice (a) ninety-one percent (91%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from a TDS End User and terminates to an AT&T WISCONSIN End User as Section 251(b)(5) Traffic at the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement; and (b) nine percent (9%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from a TDS End User and terminates to an AT&T WISCONSIN End User as ISP-Bound Traffic at the FCC’s interim ISP

terminating compensation rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan).

2.3.4 The percentages set forth in Section 2.3.3 shall remain in place from the Effective Date of this Amendment. Thereafter, either Party has the right to request the other Party to adjust the percentages, every six months, by identifying the actual ISP-Bound Traffic, based upon the methodology set forth in Section 2.3.2. In the event the percentages are adjusted, the adjusted percentages will be applied on a prospective basis only, effective with the first day of the calendar quarter following the establishment of the adjusted percentage.

2.3.5 The Parties agree that, for the Term of this Amendment or for a period of 18 months, whichever is shorter, the methodology set forth in Section 2.3.2 shall serve as the exclusive means for rebutting the presumption described in Section 2.3.2. Thereafter, either Party may request a different methodology to rebut the presumption. Upon a request to change the methodology used to rebut the presumption, the Parties may implement a methodology mutually agreeable to the Parties. If the Parties are unable to agree on an alternate methodology, either Party may petition the Commission to establish and implement an alternate methodology (or, if one Party so chooses, to maintain the methodology set forth in Section 2.3.2). During the pendency of any such proceedings to change or maintain the methodology, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement for Section 251(b)(5) Traffic, and the rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) for ISP-Bound Traffic at the percentages set at the conclusion of the last study conducted pursuant to Section 2.3.2. The compensation due and owing for ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party officially first sought appropriate relief from the Commission.

2.4 Each Party will invoice the other party the reciprocal compensation rates for Section 251(b)(5) Traffic set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement and the rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) for ISP-bound Traffic based on measurements of actual traffic exchanged by the Parties.

2.4.1 TDS will on a monthly basis, calculate the amount of traffic that will be invoiced based on the specific traffic proportions identified in Section 2.3.3 above, until either party rebuts the presumption as provided in Section 2.3.

2.5 Tandem Serving Rate Elements:

2.5.1 Tandem Switching - compensation for the use of tandem switching (only)

2.5.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

2.5.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. In AT&T WISCONSIN end office switching in a tandem serving arrangement consists of a call duration (per minute) rate.

2.6 End Office Serving Rate Elements:

2.6.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. In AT&T WISCONSIN the end office switching rate consists of a call duration (per minute) rate.

2.7 If CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T WISCONSIN's tandem switch pursuant to 47 C.F.R. §51.711 (a)(3) as set forth in Section 2.10 below, it shall only be paid End Office Serving Rate Elements.

2.8 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Amendment.

2.9 Intentionally Omitted

2.10 Tandem Interconnection Rate Application

2.10.1 For TDS traffic that terminates to AT&T WISCONSIN, transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. For AT&T WISCONSIN traffic that terminates to TDS, the tandem interconnection rate shall apply only when it is determined that TDS' switch is actually serving a geographic area comparable to the AT&T WISCONSIN's tandem switch in a specific LATA. Where TDS has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T WISCONSIN's tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), TDS shall be entitled to receive the End Office Switching rate set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement and as specified in Section 2.6 above.

2.10.2 For purposes of this Section 2.10, a switch actually serves a geographic area comparable to the area served by AT&T WISCONSIN's tandem when:

- (i) a CLEC deploys a switch to serve [this] area;
- (ii) a CLEC has obtained NPA and NXXs to serve the exchanges within this area; and
- (iii) a CLEC can show that it is serving this area either through its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements in ILEC central offices.

2.10.3 If a CLEC has more than one switch per LATA, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.

2.10.4 Based on the specific architecture of the TDS network and the geographic area served by the TDS network, the Parties agree that TDS' switch meets the criteria set forth in 2.10.2 and will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from a AT&T WISCONSIN End User that terminates to a TDS End User as follows:

- (i) Fifty percent (50%) of AT&T WISCONSIN's Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to TDS' End Users shall be compensated at the end office switching rate as set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement.
- (ii) Fifty percent (50%) of AT&T WISCONSIN's Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to TDS' End Users shall be compensated at a tandem blended rate calculated as follows:

[End Office Switching + Tandem Switching + Transport Termination + (15 miles x Tandem Transport Facility Mileage)]

2.10.4.1 For purposes of this tandem blended rate, the end office rate, the tandem switching rate, and the tandem transport rates are the rates defined in Section 2.5 above.

2.10.5 Should disputes arise regarding whether a CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an AT&T WISCONSIN tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in the underlying Agreement to resolve the dispute. At the conclusion of dispute resolution, if a CLEC demonstrates that its switch is actually serving a geographic area comparable to the AT&T WISCONSIN's tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.

## (2) AMENDMENT EFFECTIVE DATE

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

## (3) TERM OF AMENDMENT

3.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

## (4) RESERVATIONS OF RIGHTS

4.1 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 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 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) MISCELLANEOUS

5.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

5.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.

5.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

**TDS Metrocom, LLC**

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

By: W. J. [Signature]

By: Rebecca L Sparks  
**Rebecca L. Sparks**

Printed: W. J. [Signature]

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

Title: EVP - Finance & CFO  
(Print or Type)

Title: Executive Director-Regulatory

Date: 10-18-06

OCT 23 2006  
Date: \_\_\_\_\_

**FACILITIES-BASED OCN # 7804**

**ACNA MSN**