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December 15, 2008

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 Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Time Warner Cable Information Services LLC

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Time Warner Cable Information Services LLC hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Time Warner Cable Information Services LLC.

I have been authorized by Time Warner Cable Information Services LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Time Warner Cable Information Services LLC  
Julie P. Laine  
VP & Chief Counsel  
290 Harbor Drive  
Stamford, CT 06902  
Tel: 203-328-0671  
Fax: 203-328-4042

Sincerely,

*/S/ Sally Briar*

Sally Briar

Enclosure

**AMENDMENT  
TO INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN  
AND  
TIME WARNER CABLE INFORMATION SERVICES (WISCONSIN), LLC**

**WHEREAS**, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (“AT&T Wisconsin”) and Time Warner Cable Information Services (Wisconsin), LLC (“CLEC”) (collectively, the “Parties”) previously entered into an Agreement relating to local interconnection (“Agreement”), which permits the Parties to mutually amend the Agreement in writing; and

**WHEREAS**, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 (“WI UNE Compliance Order”), the Public Service Commission of Wisconsin (“PSC-WI”) directed AT&T Wisconsin to amend its Interconnection Agreements to incorporate the PSC-WI’s determinations for DS1 and DS3 rate structures;

**WHEREAS**, AT&T Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in the WI UNE Compliance Order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

**1. INTRODUCTION**

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
  - 2.1.1 To conform the Agreement to effectuate certain non recurring DS1 and DS3 structure changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
  - 2.1.2 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

**3. AMENDMENT EFFECTIVE DATE**

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSC-WI under Section 252(e) of the Act or, absent such PSC-WI approval, the date this Amendment is filed under Section 252(e)(4) of the Act (“Amendment Effective Date”).

#### **4. TERM OF AMENDMENT**

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

#### **5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS**

5.1 This Amendment is the result of the PSC-WI's UNE Compliance Order, and solely addresses non-recurring DS1 and DS3 rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

#### **6. RESERVATIONS OF RIGHTS**

6.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

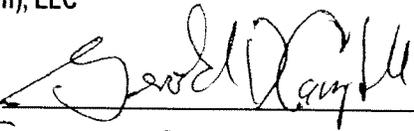
6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either AT&T Wisconsin or CLEC from taking any position with respect to the UNE Compliance Order or any other PSC-WI order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the UNE Compliance Order or any other PSC-WI order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

#### **7. MISCELLANEOUS**

7.1 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.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

**Time Warner Cable Information Services  
(Wisconsin), LLC**

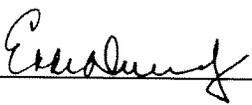
Signature: 

Name: GERALD D. CAMPBELL  
(Print or Type)

Title: VP, TECHNICAL OPS  
(Print or Type)

Date: 12/08/08

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

Signature: 

Name: Eddie A. Reed, Jr.  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 12-11-08