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February 11, 2010

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 tw telecom of wisconsin l.p.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and tw telecom of wisconsin l.p. 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 tw telecom of wisconsin l.p.

I have been authorized by tw telecom of wisconsin l.p. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

tw telecom of wisconsin l.p.  
Tina Davis  
Sr. Vice President-Deputy General Counsel  
10475 Park Meadows Drive  
Littleton, CO 80124  
Tel: 303-566-1279  
Fax: 303-566-1010

Sincerely,

*/S/ Sally Briar*

Sally Briar

Enclosure

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN  
AND  
tw telecom of wisconsin l.p.**

The Interconnection Agreement dated March 29, 2002 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin")<sup>1</sup> and tw telecom of wisconsin l.p. ("CLEC") ("Agreement") effective in the State of Wisconsin is hereby amended as follows. AT&T Wisconsin and CLEC may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WITNESSETH:**

**WHEREAS**, AT&T Wisconsin and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated March 29, 2002 (the "Agreement"); and

**WHEREAS**, the Parties agree to incorporate all of the rates, terms and conditions pertaining to EEL's (Enhanced Extended Links) as outlined in Attachment A - Pricing; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
2. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
3. Scope of Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

4. The Agreement is hereby amended by referencing and incorporating the following:
  - 4.1 The Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein). The recurring and non-recurring charges contained in Attachment A are applicable to all associated UNEs when purchased as components of an EEL and when ordered on a Standalone basis with the exception of non-recurring charges for Dedicated Transport Installation & Rearrangement Charges which are applicable only when purchased as components of an EEL. Non-recurring charges for Dedicated Transport Installation & Rearrangement Charges when ordered on a Standalone basis are cared for in the Parties underlying Agreement.

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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".

- 4.2 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).
- 4.3 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.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. 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.

tw telecom of wisconsin l.p.  
By: tw telecom holdings inc., its general partner

By: Tina Davis

Name: Tina Davis

Title: Sr. Vice President-Deputy General Counsel

Date: 2/3/2010

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

By: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director – Interconnection Agreements

Date: 2-9-10

CLEC OCN # 7322

RESALE OCN # 8402

ACNA TIM

	WISCONSIN			AT&T Recurring	AT&T Non Recurring	
Line	***Unbundled Loops		USOC	Monthly	Initial	Additional
1		4-Wire Digital (DS1 Loop)- Rural (Access Area C)	4U1XC	\$ 52.76		
2		4-Wire Digital (DS1 Loop) - Suburban (Access Area B)	4U1XB	\$ 54.35		
3		4-Wire Digital (DS1 Loop) - Metro (Access Area A)	4U1XA	\$ 45.05		
4		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 880.30		
5		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 853.21		
6		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 742.82		
7						
8		***DS1 Loop Non-Recurring Charges				
9		Administrative Charge - per order	NR9OR		\$ 23.26	
10		Administrative Charge - per order - Disconnect	NR9OT		\$ 22.25	
11		Design & Central Office Connection Charge-per circuit	NR9OU		\$ 89.64	
12		Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 17.75	
13		Customer Connection Charge per Termination	NR9OW		\$ 107.10	
14						
15		***DS3 Loop Non-Recurring Charges				
16		Administrative Charge - per order	NR9OY	N/A	\$ 83.66	N/A
17		Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
18		Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 587.70	N/A
19		Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
20		Customer Connection Charge per Termination	NR9O3	N/A	\$ 197.18	N/A
21						
22		***Cross Connects				
23		DS1/LT1	CXCDX	\$ 0.68	N/A	N/A
24		DS3/LT3	CXC8X	\$ 0.99	N/A	N/A
25						
26		***Multiplexing				
27		DS1 to Voice Grade	QMVX1-X3	\$ 342.91		
28		DS3 to DS1	QM3X1-X3	\$ 473.51		
29						
30		***Dedicated Transport				
31		Interoffice Transport:				
32		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49	
33			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19	
34		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33	
35			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29	
36						
37		***Dedicated Transport Cross Connects				
38		DS1		CXCDX	\$ 0.68	
39		DS3		CXCEX	\$ 0.99	
40						
41		***Dedicated Transport Optional Features & Functions				
42		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	N/A	\$ 271.14
43			Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect	PENDING		\$ 63.91
44						
45		***Dedicated Transport Installation & Rearrangement Charges				
46		DS1	Administration Charge - Per Order	ORCMX	N/A	\$ 93.93
47			Administrative Charge - Per Disconnect Order	TBD	N/A	\$ 51.45
48			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 458.47
49			Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	N/A	\$ 82.00
50			Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 181.97
51		DS3	Administration Charge - Per Order	ORCMX	N/A	\$ 88.25
52			Administrative Charge - Per Disconnect Order	TBD	N/A	\$ 54.50
53			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 629.55
54			Design & Central Office Connection Charge Disconnect - Per Circuit	TBD	N/A	\$ 89.31

55		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 197.18	N/A	
		<b>***EEL rates are determined by the sum of all applicable parts which include but are not limited to ordering charges for each element, cross connect, mux, loop and transport.</b>					