



Sally Briar
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November 19, 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 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, of this 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
Katherine Barnekow
Director-Carrier Relations
525 Junction Road
Madison, WI 53717
Tel: 608-664-4327
Fax: 608-830-5569

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO THE AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TDS METROCOM, LLC**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin¹ d/b/a AT&T Wisconsin ("AT&T Wisconsin") and TDS Metrocom, LLC ("CLEC"). AT&T Wisconsin and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

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"), approved June 7, 2002 and as subsequently amended (the "Agreement"); and

WHEREAS, on June 10, 2010, the Public Service Commission of Wisconsin issued an order ("Collocation Power Order") in *TDS Metrocom, LLC, and McLeodUSA Telecommunications Services, Inc., d/b/a PAETEC Business Services, Petition to Determine Rates and Costs for Unbundled Network Elements or Unbundled Service Elements of Wisconsin Bell, Inc., d/b/a AT&T Wisconsin*, Docket 6720-TI-221, that established a usage based billing methodology for collocation power rates and established collocation power rates;

WHEREAS, on October 1, 2010, in Docket 5-TI-2068, the Parties amended the Agreement (the "Wisconsin Collocation Power Order Amendment") in an attempt to incorporate the Collocation Power Order in Docket 6720-TI-221; and

WHEREAS, the Parties now desire to amend the Agreement further to accurately reflect the rates as "Monthly Recurring Charge (MRC)" rates, in place of the existing inaccurate classification of "Non-Recurring Charge (NRC) First" rates, by replacing the existing Attachment B of the Wisconsin Collocation Power Order Amendment of the Agreement approved on October 1, 2010, in Docket 5-TI-2068, with the attached Exhibit B of the Wisconsin Collocation Power Order Amendment, which shall become effective as set forth in Paragraph 5 below.

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

1. Replace the existing Attachment B of the Wisconsin Collocation Power Order Amendment of the Agreement, with the attached Exhibit B of the Wisconsin Collocation Power Order Amendment to accurately reflect the rates as "Monthly Recurring Charge (MRC)" rates, in place of the existing inaccurate classification of "Non-Recurring Charge (NRC) First" rate.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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

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

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.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective by such Commission, however the rates will be retroactively effective back to October 1, 2010, the effective date of the Wisconsin Collocation Power Order Amendment.

TDS Metrocom, LLC

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

By: Katherine Barnekow

By: Eddie A. Reed, Jr.

Printed: Katherine Barnekow

Printed: Eddie A. Reed, Jr.

Title: Director - Carrier Relations
(Print or Type)

Title: Director-Interconnection Agreements

Date: Nov 9, 2010

Date: 11-17-10

Resale OCN

CLEC OCN

WISCONSIN

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ACNA -

MSN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	WI	PHYSICAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XPG++ XN6++ XS6++	C1FWA		\$12.44			Per Amp
12	WI	PHYSICAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XPG++ XN6++ XS6++	*OUACD, *OUALD		\$11.08			Per Amp
12	WI	VIRTUAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XVG++	C1FWA		\$12.44			Per Amp
12	WI	VIRTUAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XVG++	*OUAVD		\$11.08			Per Amp
*Use ICB USOC and manually rated with this rate										