



Sally Briar
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January 7, 2011

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 Talk America Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Talk America Inc. 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 Talk America Inc.

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

Talk America Inc.
Francie McComb
Sr. Vice President
925 Thomas Dr.
Warminster, PA 18974
Tel: (267) 803-4349

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

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

This Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Talk America Inc. ("CLEC"). AT&T Wisconsin and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Wisconsin's service territory in the State of Wisconsin.

WITNESSETH:

WHEREAS, AT&T Wisconsin and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on January 22, 2010 (the "Agreement"); and

WHEREAS, AT&T Wisconsin, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

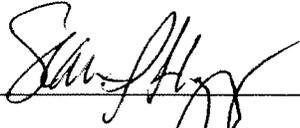
WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2012.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition 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.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. For Illinois, Indiana, Michigan and Wisconsin, the Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the ninety-first (91st) day after filing. However, for all States, the amendment shall be implemented as of the date it is fully executed. For example, if a CLEC signs and returns the Amendment on January 15, 2011, remedies are effective with February 2011 performance data which will be reported in March 2011 with remedies due being payable in April 2011.

Talk America Inc.

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

By: 

By: 

Printed: Sean Pflieger

Printed: Patrick R. Doherty

Title: Sr. V.P. - Network Services
(Print or Type)

Title: Director - Regulatory

Date: 12/22/10

Date: 1-4-11

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
WISCONSIN	3882	5824	5824

ACNA - TVN