PSC REF#:178972

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Public Service Commission of Wisconsin
RECEIVED: 01/13/13, 6:39:23 PM

January 13, 2013

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 Windstream NTI, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Windstream NTI, 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 Windstream NTI, Inc..

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

Windstream NTI, Inc.
Mary Conquest
Staff Manager
2 North Main Street
Greenville, SC 29601
(864) 331-8252
mary.conquest@windstream.com

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
WINDSTREAM NTI, INC.

This Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T WISCONSIN") (previously referred to as Wisconsin Bell, Inc. d/b/a SBC Wisconsin) and Windstream NTI, 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(s) 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"), as executed by the last Party on December 27, 2004 (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, 2014.
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. Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.

Windstream NTI, Inc.

Signature: _____

Name: John Fletcher
(Print or Type)

Title: General Counsel
(Print or Type)

Date: 12-21-12

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

Signature: _____

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 1-3-13

State	Resale OCN	ULEC OCN	CLEC OCN
WISCONSIN	062C	061C	5787

Description	ACNA Code(s)
ACNA(s)	NLG

CN:12122012-503