



Janet Arnold
Manager-Regulatory Relations

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September 19, 2014

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 First Communications, LLC f/k/a GCI Globalcom, Inc. (Globalcom, Inc.)

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and First Communications, LLC f/k/a GCI Globalcom, Inc. (Globalcom, 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 First Communications, LLC f/k/a GCI Globalcom, Inc. (Globalcom, Inc.).

I have been authorized by First Communications, LLC f/k/a GCI Globalcom, Inc. (Globalcom, Inc.) to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the attached agreement.

First Communications, LLC
Abby Knowlton
Vice President of Carrier Relations
3340 West Market Street
Akron, OH 44333
Tel: 888-777-3300
aknowlton@firstcomm.com

Sincerely,

Janet Arnold

Attachment

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

FIRST COMMUNICATIONS, LLC



Signature: eSigned - Abby Knowlton

Signature: eSigned - William A. Bockelman

Name: eSigned - Abby Knowlton
 (Print or Type)

Name: eSigned - William A. Bockelman
 (Print or Type)

Title: Vice President of Carrier Relations
 (Print or Type)

Title: Director
 (Print or Type)

Date: 05 Sep 2014

Date: 10 Sep 2014

First Communications, LLC

Illinois Bell Telephone Company d/b/a AT&T
 ILLINOIS and Wisconsin Bell, Inc. d/b/a AT&T
 WISCONSIN by AT&T Services, Inc., its authorized
 agent

State	Resale OCN	ULEC OCN
ILLINOIS	7085, 4199	275C, 4604
WISCONSIN	7085, 4199	9164, 510D

Description	ACNA Code(s)
ACNA(s)	GCG, GBQ, NWO

**AMENDMENT TO THE AGREEMENT
BETWEEN
GLOBALCOM INC. D/B/A FIRST COMMUNICATIONS OF OHIO FOR THE STATE OF ILLINOIS;
GCI GLOBALCOM, INC. (GLOBALCOM, INC.) FOR THE STATE OF WISCONSIN
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS; WISCONSIN BELL, INC.
D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Globalcom Inc. d/b/a First Communications of Ohio for the State of Illinois; and GCI Globalcom, Inc. (Globalcom, Inc.) for the State of Wisconsin ("Globalcom"). AT&T and First Communications, LLC ("First Communications") (f/k/a Globalcom, Inc.) are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and Globalcom Inc. d/b/a First Communications of Ohio for the State of Illinois; and GCI Globalcom, Inc. (Globalcom, Inc.) for the State of Wisconsin ("Globalcom") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated March 28, 2011 ("Globalcom Agreement");

WHEREAS, AT&T and First Communications, LLC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated March 15, 2005 ("First Communications Agreement");

WHEREAS, First Communications represents that it acquired the assets of Globalcom in Illinois and Wisconsin, including those associated with the Globalcom Agreement ("Globalcom Assets") and Globalcom's ACNA and OCN;

WHEREAS, First Communications represents that it has authority to amend the Globalcom Agreement;

WHEREAS, with First Communications acquisition of Globalcom's Assets, First Communications desires to continue to purchase services from AT&T under the Globalcom Agreement and seeks to terminate the First Communications Agreement;

WHEREAS, AT&T and First Communications agree to amend the Globalcom Agreement to reflect the name change to First Communications, LLC and add the First Communications' ACNA and OCN listed in Section 4 of this Amendment to Globalcom's Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, AT&T and First Communications agree to amend Globalcom's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The First Communications Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, First Communications has assumed all of the liabilities and obligations of Globalcom under this agreement including all charges previously assessed against Globalcom's ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNA GBQ, GCG, NWO and OCN 4199, 7085, 275C, 4604, 9164, and 510D, starting on and continuing after the Effective Date.
3. The Globalcom Agreement is hereby amended to reflect the name change from "Globalcom, Inc." to "First Communications, LLC."
 - 3.1 AT&T shall reflect that name change from "Globalcom, Inc." to "First Communications, LLC" only for the main billing account (header card) for each of the accounts previously billed to Globalcom. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T records with respect to those accounts

previously billed to Globalcom, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, First Communications affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Globalcom with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

- 3.2 Once this Amendment is effective, First Communications shall operate with AT&T under the "First Communications, LLC" name for those accounts previously billed Globalcom. Such operation shall include, by way of example only, submitting orders under First Communications, and labeling (including re-labeling) equipment and facilities with "First Communications."
- 3.3 First Communications is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by First Communications, or by AT&T on behalf of First Communications, for updating billing accounts previously billed to Globalcom.
- 3.4 Collocation Reassignment of Space Application ("Application") is required for each individual site transferred from Globalcom to First Communications. First Communications shall submit, within thirty (30) days of the Effective Date, one (1) complete and accurate Application for each physical or virtual collocation arrangement to be transferred. On each such Application, First Communications shall check the "Reassignment of Space" and "Reassignment of Space ACNA Change" boxes in Section Three. First Communications shall include a copy of this Amendment with each Application. If First Communications does not submit the required Application for any collocation arrangement within the time period set forth above, the transfer of such collocation arrangement and associated Wholesale Services agreed to herein may become null and void at the sole option of AT&T.
4. The Parties agree to add the following company codes to the Agreement.
 - ACNA "NWO"
 - OCN "4199," "275C," and "510D"
5. The Parties agree to delete and replace in its entirety Section 20 of the General Terms and Conditions with the following:

20. Notices

- 20.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 20.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 20.1.2 delivered by facsimile provided CLEC and/or AT&T has provided such information in Section 20.3 below.
 - 20.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T has provided such information in Section 20.3 below.
- 20.2 Notices will be deemed given as of the earliest of:
 - 20.2.1 the date of actual receipt;
 - 20.2.2 the next Business Day when sent via express delivery service;
 - 20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 20.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Abby Knowlton VP of Carrier Relations
STREET ADDRESS	3340 West Market Street
CITY, STATE, ZIP CODE	Akron, OH 44333
PHONE NUMBER*	(888) 777-3300
FACSIMILE NUMBER	(330) 835-2655
EMAIL ADDRESS	aknowlton@firstcomm.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

20.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

20.5 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission. 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").