



Janet Arnold
Manager-Regulatory Relations

AT&T Services, Inc.
220 SE 6th Ave
Room 505
Topeka, KS 66603

785.276.6863 Office
janet.arnold.1@att.com

Public Service Commission of Wisconsin
RECEIVED: 10/30/14, 10:36:47 AM

October 30, 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 XO Communications Services, LLC

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and XO Communications Services, 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 XO Communications Services, LLC.

I have been authorized by XO Communications Services, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the attached agreement.

XO Communications Services, LLC
Gegi Legeer
Director-Regulatory Contracts and Privacy Compliance
13865 Sunrise Valley Drive
Herndon, VA 20171
Tel: 703-547-2109
gegi.legeer@xo.com

Sincerely,

Janet Arnold

Attachment

AMENDMENT

BETWEEN

WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Steven Nocella

Signature: eSigned - William A. Bockelman

Name: eSigned - Steven Nocella
 (Print or Type)

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

Title: Chief Technology Officer
 (Print or Type)

Title: Director
 (Print or Type)

Date: 08 Oct 2014

Date: 14 Oct 2014

XO Communications Services, LLC

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

| State | Resale OCN | ULEC OCN | CLEC OCN |
|-----------|------------|--------------|--------------|
| WISCONSIN | 2796 | 4126 3323 | 4126 3323 |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s) | TQW AFY |

**AMENDMENT TO THE AGREEMENT
BETWEEN
XO COMMUNICATIONS SERVICES, LLC
AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Illinois Bell Telephone Company d/b/a AT&T WISCONSIN ("AT&T WISCONSIN") and XO Communications Services, 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 Telecommunications Act of 1934, as amended (the "Act"), approved March 1, 2004 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access and incorporate the ACNA and OCN listed in Section 6 below; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the 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 rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
3. AT&T WISCONSIN shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Pricing Schedule is deleted.
4. The following language is added to the Article III Interconnection Pursuant to Section 251(c)(2) Section 3.8 9-1-1 Service:
CLEC shall order the appropriate number of trunks based on the following table at the rates set forth in the Pricing Schedule. The number of trunks required is based on the number of Access Lines provided by CLEC in each 911 default routing area as specified in the Trunk Group Design Guide on CLEC On-line.

| Access Lines | Trunks Required |
|-----------------|-----------------------------|
| 01 - 1,500 | 2 Trunks |
| 1,501 - 7,500 | 3 Trunks |
| 7,501 - 18,500 | 4 Trunks |
| 18,501 - 33,500 | 5 Trunks |
| >33,500 | To be separately negotiated |

AT&T WISCONSIN shall provide E911 Service selected by Requesting Carrier in the Exchange Area(s) that meet both of the following conditions: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) AT&T WISCONSIN is the 911 service provider in such Exchange Area(s).

5. Replace Article XXX Miscellaneous, Section 30.10 Notices with the following:
 - 30.10 Notices
 - 30.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and shall be pursuant to at least one of the following methods:
 - 30.10.1.1 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.
 - 30.10.2 Notices will be deemed given as of the earliest of:

30.10.2.1 the date of actual receipt;

30.10.2.2 the next Business Day when sent via express delivery service;

30.10.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

30.10.3 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT | CARRIER CONTACT |
|-----------------------|--|
| NAME/TITLE | Gegi Leeger Director – Regulatory Contracts |
| STREET ADDRESS | 13865 Sunrise Valley Drive |
| CITY, STATE, ZIP CODE | Herndon, VA 60523-2188 |
| PHONE NUMBER* | 703-547-2109 |
| EMAIL ADDRESS | gegi.leeger@xo.com |
| | AT&T CONTACT |
| NAME/TITLE | Contract Management ATTN: Notices Manager |
| STREET ADDRESS | 311 S. Akard St., 19th floor Four AT&T Plaza |
| CITY, STATE, ZIP CODE | Dallas, TX 75202-5398 |
| EMAIL ADDRESS | The current email address as provided on AT&T's CLEC Online website |

*Informational only and not to be considered as an official notice vehicle under this Section.

30.10.4 Either Party may unilaterally change its designated contact name, address, for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 29.10. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address, for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

6. The Parties agree to add the following company codes to the Agreement.

ACNA "AFY"

OCN "3323"

7. 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 paragraph.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. 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.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

11. 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").

PRICING SHEETS

| 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 |
|------------|-------|---------------------------|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|-----------------------------|
| 5 | WI | EMERGENCY NUMBER SERVICES | Emergency Number Service Access - ANI/ALI/SR and Database Management | OE9XX | 9S89X | | | \$ 496.46 | | |
| 5 | WI | EMERGENCY NUMBER SERVICES | Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof | OE9XX | 9S89X | | \$ 3.90 | | | 100 records or part thereof |