



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
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January 9, 2015

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 US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business 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 US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business.

I have been authorized by US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the attached agreement.

US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business
Jeanne Dale
VP Vendor Relations & Access Regulatory
330 Monroe Avenue
Rochester, NY 14607
Tel: 585-530-2910
Jdale@elink.com

Sincerely,

Janet Arnold

Attachment

AMENDMENT

BETWEEN

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

AND

US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS



Signature: eSigned - Jeanne Dale

Signature: eSigned - William A. Bockelman

Name: eSigned - Jeanne Dale
(Print or Type)

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

Title: VP Vendor Relations & Access Regulatory
(Print or Type)

Title: Director
(Print or Type)

Date: 23 Dec 2014

Date: 31 Dec 2014

US XChange of Wisconsin, L.L.C. d/b/a
EarthLink Business

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	7980	7979	7979

Description	ACNA Code(s)
ACNA(s)	UXW

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS**

This Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T WISCONSIN") and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business ("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 under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on July 17, 1997 (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, 2016.
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, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.