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Public Service Commission of Wisconsin  
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March 17, 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 Level 3 Communications, LLC

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Level 3 Communications, 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 Level 3 Communications, LLC.

I have been authorized by Level 3 Communications, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the attached agreement.

Level 3 Communications, LLC  
Scott Seab  
Corporate Counsel  
1025 Eldorado Blvd.  
Broomfield, CO 80021  
Tel: 720-888-3942  
Scott.Seab@level3.com

Sincerely,

Janet Arnold

Attachment

**AMENDMENT**

**BETWEEN**

**WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN**

**AND**

**LEVEL 3 COMMUNICATIONS, LLC**



Signature: eSigned - Gary Black, Jr.

Signature: eSigned - Kristen E. Shore

Name: eSigned - Gary Black, Jr.  
(Print or Type)

Name: eSigned - Kristen E. Shore  
(Print or Type)

Title: VP Carrier Relations  
(Print or Type)

Title: Executive Director-Regulatory  
(Print or Type)

Date: 03 Mar 2015

Date: 04 Mar 2015

**Level 3 Communications, LLC**

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

State	CLEC OCN
WISCONSIN	5489

Description	ACNA Code(s)
ACNA(s)	LVC

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN  
AND  
LEVEL 3 COMMUNICATIONS, LLC**

This Amendment modifies the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("**AT&T WISCONSIN**") (previously referred to as "SBC Wisconsin") and Level 3 Communications, LLC ("Level 3" or "CLEC"). **AT&T WISCONSIN** and Level 3 Communications, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Wisconsin.

**WITNESSETH:**

**WHEREAS**, **AT&T WISCONSIN** and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 22, 2005 (the "Agreement"); 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 recital, the terms and conditions contained herein, and Pricing Sheet(s) attached hereto as Exhibit 1, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to amend Appendix NIM (Network Interconnection Methods) of the Agreement to renumber Sections 3.5-3.5.1 as 3.6-3.6.1 and add the following Section 3.5:

3.5 **Entrance Facilities**

3.5.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Level 3's network with **AT&T WISCONSIN**'s network. Specifically, Entrance Facilities connect Level 3's network from Level 3's Switch or Point of Presence ("POP") within the LATA to the **AT&T WISCONSIN** Serving Wire Center of such Switch or POP.

3.5.2 Level 3 may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in **AT&T WISCONSIN**'s network when Level 3 submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. The Parties do not agree whether Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use Facilities") qualify, in whole or in part, for the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, which disagreement is subject to the Lawsuit (as defined in Section 6 below). Such Mixed Use Facilities will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Wisconsin tariff and/or Federal tariff, but subject to Section 5 below.

- 3.5.3 Level 3 may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Level 3's customer and Level 3's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups. The Parties do not agree whether the services in (iii) above qualify in whole or in part for the rates set forth in the Pricing Sheet(s), which is also subject to the Lawsuit. Subject to Section 5 below, the services will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Wisconsin tariff.
- 3.5.4 If **AT&T WISCONSIN** determines that Level 3 is sending traffic over an Entrance Facility other than as set forth in Section 3.5.2, **AT&T WISCONSIN** shall notify Level 3 of such non-compliance, and Level 3 shall cure such non-compliance within 45 days of such notice. If Level 3 does not cure such non-compliance within 45 days, notwithstanding other terms of the Agreement, **AT&T WISCONSIN** reserves its rights to convert non-compliant facilities to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("Change of Law") that were the basis or rationale for any rate(s), terms(s) and/or condition (s) of this Amendment, which are preserved by this Amendment, and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, either Party may require modification consistent with the action of the Change of Law Event by providing a written request to negotiate an amendment.
6. Level 3 has asserted claims against **AT&T WISCONSIN** in a lawsuit styled *Level 3 Communications, LLC, et al. v. Illinois Bell Telephone Company et al.*, Case No. 4:13cv1080, pending in the United States District Court for the Eastern District of Missouri (the "Lawsuit"). The Parties agree this Amendment is not an admission with respect to any of the issues, arguments, claims, and counterclaims asserted in the Lawsuit. This Amendment, or the fact that the Parties entered into this Amendment, cannot be used for any purpose in the Lawsuit. By entering into this Amendment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the issues, arguments, claims and counterclaims raised by either Party in the Lawsuit.
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. 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.

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
2	WI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 1	UZ1	UEYB1	1	\$ 59.91	NA	NA	
2	WI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 2	UZ1	UEYB2	2	\$ 68.05	NA	NA	
2	WI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 3	UZ1	UEYB3	3	\$ 98.83	NA	NA	
2	WI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 1	UZ3	UEYC1	1	\$ 677.90	NA	NA	
2	WI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 2	UZ3	UEYC2	2	\$ 684.21	NA	NA	
2	WI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 3	UZ3	UEYC3	3	\$ 699.40	NA	NA	
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ1	CZ4X1	1	\$ 18.49	NA	NA	Per Point of Termination
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ1	CZ4X2	2	\$ 18.49	NA	NA	Per Point of Termination
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ1	CZ4X3	3	\$ 18.49	NA	NA	Per Point of Termination
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ1	1YZX1	1	\$ 2.19	NA	NA	Per Mile
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ1	1YZX2	2	\$ 2.19	NA	NA	Per Mile
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ1	1YZX3	3	\$ 2.19	NA	NA	Per Mile
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ3	CZ4X1	1	\$ 191.33	NA	NA	Per Point of Termination
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ3	CZ4X2	2	\$ 191.33	NA	NA	Per Point of Termination
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ3	CZ4X3	3	\$ 191.33	NA	NA	Per Point of Termination
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ3	1YZX1	1	\$ 33.29	NA	NA	Per Mile
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ3	1YZX2	2	\$ 33.29	NA	NA	Per Mile
2	WI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ3	1YZX3	3	\$ 33.29	NA	NA	Per Mile
2	WI	Multiplexing	DS3 to DS1 - Zone 1	UZ3	QM3X1		\$ 473.51	NA	NA	
2	WI	Multiplexing	DS3 to DS1 - Zone 2	UZ3	QM3X2		\$ 473.51	NA	NA	
2	WI	Multiplexing	DS3 to DS1 - Zone 3	UZ3	QM3X3		\$ 473.51	NA	NA	