



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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April 3, 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

Signature: eSigned - William A. Bockelman

Name: eSigned - Gary Black
 (Print or Type)

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

Title: VP-Carrier Relations
 (Print or Type)

Title: Director
 (Print or Type)

Date: 19 Mar 2015

Date: 20 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 THE AGREEMENT
BETWEEN
LEVEL 3 COMMUNICATIONS 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 Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("**AT&T WISCONSIN**") (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") and Level 3 Communications 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 15, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. 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.
2. **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 Appendix Pricing/All Traffic is deleted.
3. 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.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. 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