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December 10, 2004

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

Re: Application for the Approval of the Eleventh Amendment to the Interconnection Agreement Between TCG Milwaukee and SBC Wisconsin

Dear Ms. Dorr:

TCG Milwaukee ("TCG") hereby requests approval pursuant to 47 U.S.C. §252 of the enclosed Eleventh Amendment (Reciprocal Compensation) to the Interconnection Agreement between TCG and SBC Wisconsin.

I have been authorized by SBC Wisconsin to submit this amendment for Commission approval.

Sincerely,

David J. Chorzempa
Senior Attorney

Enclosure

AMENDMENT NO. 11
TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TCG MILWAUKEE

Whereas, Wisconsin Bell, Inc.[1] d/b/a SBC WISCONSIN ("SBC WISCONSIN") and TCG Milwaukee ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which is dated July 9, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, in executing the Agreement, the Parties acknowledged and agreed that "the rates and structure for Unbundled Network Elements and Collocation set forth [in the Agreement Pricing Schedule] are interim and will be replaced with final results in Docket 6720-TI-161;"[2] and

Whereas, on January 29, 2003, the Public Service Commission of Wisconsin ("PSC") issued an order in Docket No. 05-TI-283 which "rescinded in its entirety" its prior November 7, 2000 order in that proceeding by which the Commission generically adopted a bifurcated rate structure for reciprocal compensation; and

Whereas, also on January 29, 2003, the PSC issued an order in Docket No. 6720-TI-161 "vacating" the reciprocal compensation provisions of its March 22, 2002 Final Decision in that docket, by which the PSC had adopted bifurcated rates for reciprocal compensation; and

Whereas, on July 9, 2003, in the UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the PSC directed SBC WISCONSIN to amend its interconnection agreements to incorporate the PSC's determinations;[3] and

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[1] Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

[2] Agreement Pricing Schedule, pg. 1.

[3] WI UNE Compliance Order, pg. 64.

Whereas, in the WI UNE Compliance Order, the PSC also specifically stated that, consistent with its January 29, 2003 Order in Docket 05-TI-283, it would make "no determinations regarding appropriate rates for Reciprocal Compensation" in that order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

1. Delete the current Reciprocal Compensation Section of the UNE pricing schedule (pg. 10) and replace with the applicable reciprocal compensation rates from SBC Wisconsin's July 14, 2003 UNE Compliance Tariff Filing (Attachment A).

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

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

4. The reciprocal compensation rates in this Amendment are effective the later of (a) the Effective Date of the underlying Agreement between TCG and SBC WISCONSIN; or (b) January 1, 2004 ("Rate Effective Date")[4]. Each Party expressly reserves its rights to pursue any and all claims relating to the applicable reciprocal compensation rates for local traffic exchanged between the parties in the State of Wisconsin for the entire period from July 7, 2002 (the ICA Approval Date) to January 1, 2004 (the "Effective Date").

5. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its 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, including but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial

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[4] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions become effective between SBC WISCONSIN and the Adopting CLEC, following the date the Public Service Commission of Wisconsin approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rates under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98: and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

6. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

TCG Milwaukee

Signature: _____

Name: Fredrik Cederqvist
(Print or Type)

Title: Group Manager
(Print or Type)

Date: 11/1/04

Wisconsin Bell, Inc. d/b/a SBC WISCONSIN by SBC Telecommunications, Inc., its authorized agent

Signature: Kathy J. Wilkinson

Name: **Kathy J. Wilkinson**
(Print or Type)

Title: For/ Senior Vice President – Industry Markets & Diversified Businesses

Date: 11-22-2004

TBD -To be determined
BFR -Bona Fide Request
ICB -Individual Case Basis
NA -Not Applicable
(-) - Not Available as of effective date

SBC/TCG
WISCONSIN
ICA RC
PRICING SCHEDULE

WISCONSIN	SBC RECURRING MONTHLY	SBC NONRECURRING
RECIPROCAL COMPENSATION		
Tandem Switching per minute of use	$ 0.000704	
Tandem Transport Termination per minute of use	$ 0.000188	
Tandem Transport Facility Mileage per minute of use per mile	$ 0.000014	
End Office Local Termination per minute of use	$ 0.004241	