SBC Wisconsin
722 N. Broadway
Floor 13
Milwaukee, WI 53202

June 28, 2005

Ms. Christy Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for Approval of a Merged Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin [1], and TCG Milwaukee, Inc. This Amendment incorporates rate changes established in the WI Docket 6720-TI-187 UNE Order and the 6720-TI-161 Category 3 Order.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and TCG Milwaukee, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of a Merged Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and TCG Milwaukee, Inc. This Amendment incorporates rate changes established in the WI Docket 6720-TI-187 UNE Order and the 6720-TI-161 Category 3 Order.

I have been authorized by TCG Milwaukee, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

TCG Milwaukee, Inc.
Fredrik L. Cederqvist
District Manager-Local Negotiations
32 Avenue of the Americas
Room E561
New York, NY 10013
Tel: 212-387-4018
Fax: 212-539-9492

Very Truly Yours,

Joan Schoenberger

[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

WISCONSIN NETWORK ELEMENT RATE AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Wisconsin Network Element Rate Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")[1] and TCG Milwaukee, Inc. ("CLEC").

WHEREAS, SBC Wisconsin and CLEC are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, on July 9, 2003, the PSCW issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established a number of network element rates;

WHEREAS, the PSCW issued an order ("187 Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, on March 3, 2005, the PSCW issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreement;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established by the UNE Compliance Order, the 187 Order and Category 3 Order; and

WHEREAS, SBC Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in these orders.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain rate changes established by the Commission in the UNE Compliance Order, 187 Order and Category 3 Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 The new rates in Attachment A are those that shall apply as of April 1, 2005. However, the parties recognize that, in accordance with the Agreement, the Category 3 Order rates have retroactive applicability and therefore, SBC Wisconsin will perform any necessary true-up and issuing credits or bills, as appropriate. SBC Wisconsin and CLEC acknowledge that some of these rate changes may have already been incorporated into the Agreement by prior amendment; however, for purposes of completeness and convenience they are described again herein, and this Amendment shall supercede any such prior amendment. To the extent a particular true-up has already been

[1] Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

completed, it will not be performed again. The specific time frames[2] and rate elements affected are described below:

2.1.2.1 IDLC conversion charge – this charge applies to each unbundled loop with a capacity of less than DS3 level. In accordance with the Category 3 Order, the IDLC conversion charge is $0.04 per loop per month from May 22, 2002 through December 31, 2004. Beginning January 1, 2005, CLECs have an option of selecting one of two options, as established in the Category 3 Order. CLEC elects Option 2 - a $0.10 per loop per month charge for a maximum of fifteen (15) conversions in each twelve (12) month period beginning January 1, 2005. Under Option 2, if CLEC requires more than fifteen IDLC conversions during one of the twelve month periods, SBC Wisconsin will provide a quote for a non-recurring charge for SBC Wisconsin to perform the IDLC conversion. If, within 10 days CLEC accepts the order and agrees to pay the quoted amount, SBC Wisconsin will perform the IDLC conversion. If CLEC does not respond or cancels the order, SBC will not perform the IDLC conversion. CLEC agrees that its election of Option 2 cannot be changed during the time period established in the Category 3 Order. For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

2.2 This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW and FCC orders described herein. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.1.2 of this Amendment, including any retroactivity discussed therein, and the prohibition on ordering certain elements shall be applied in accordance with Section 2.1 of this Amendment.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

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[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC, following the date the PSCW 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 rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSCW's UNE Compliance Order, 187 Order and Category 3 Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, without limitation, the following actions, which the Parties may have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* 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 (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); 2005 Triennial Review Remand Order; 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or CLEC from taking any position with respect to the 187 Order or any other PSCW order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the 187 Order or any other PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TCG Milwaukee, Inc.

By: _____

Printed: Fredrik Cederqvist

Title: Group Manager

Date: _____

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

By: _____

Printed: _____

Title: AVP-Local Interconnection Marketing

Date: _____

OCN # _____

ACNA _____

SBC/TCG
WISCONSIN
Attachment A

Line	WISCONSIN	USOC	SBC Recurring Monthly with $0.10 IDLC	SBC Non Recurring Initial	SBC Non Recurring Additional
1	***NETWORK ELEMENTS***				
2	**Loops**				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	$ 15.96	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	$ 13.27	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	$ 11.63	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	$ 17.28	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	$ 14.38	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	$ 12.20	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	$ 17.28	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	$ 14.38	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	$ 12.20	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	$ 17.67	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	$ 14.74	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	$ 12.49	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	$ 21.11	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	$ 17.93	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	$ 15.02	See NRC Prices Below	
18	4-Wire Analog - Rural (Acess Area C)	U4HXC	$ 38.55	See NRC Prices Below	
19	4-Wire Analog - Suburban (Access Area B)	U4HXB	$ 32.46	See NRC Prices Below	
20	4-Wire Analog - Metro (Access Area A)	U4HXA	$ 27.31	See NRC Prices Below	
21	2-Wire Digital - Rural (Access Area C)	U2QXC	$ 21.93	See NRC Prices Below	
22	2-Wire Digital - Suburban (Access Area B)	U2QXB	$ 18.33	See NRC Prices Below	
23	2-Wire Digital - Metro (Access Area A)	U2QXA	$ 15.49	See NRC Prices Below	
24	4-Wire Digital - Rural (Acess Area C)	4U1XC	$ 52.76		
25	4-Wire Digital - Suburban (Access Area B)	4U1XB	$ 54.35		
26	4-Wire Digital - Metro (Access Area A)	4U1XA	$ 45.05		
27					
28	**DSL Capable Loops**				
29	2-Wire xDSL Loop				
30	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 13.27	See NRC Prices Below	
31	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 12.27	See NRC Prices Below	
32	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 11.79	See NRC Prices Below	
33					
34	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 13.27	See NRC Prices Below	
35	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 12.27	See NRC Prices Below	
36	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 11.79	See NRC Prices Below	
37					
38	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 13.27	See NRC Prices Below	
39	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 12.27	See NRC Prices Below	
40	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 11.79	See NRC Prices Below	
41					
42	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 13.27	See NRC Prices Below	
43	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 12.27	See NRC Prices Below	
44	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 11.79	See NRC Prices Below	
45					
46	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 13.27	See NRC Prices Below	
47	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 12.27	See NRC Prices Below	
48	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 11.79	See NRC Prices Below	
49					
50	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 13.27	See NRC Prices Below	
51	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 12.27	See NRC Prices Below	
52	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 11.79	See NRC Prices Below	
53	4-Wire xDSL Loop				
54	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 24.47	See NRC prices below	
55	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 22.36	See NRC prices below	
56	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 21.19	See NRC prices below	
57					
58	**IDSL Capable Loop**				
59	IDSL Loop Access Area C - Rural	UY5FC	$ 21.93	See NRC Prices Below	
60	IDSL Loop Access Area B - Suburban	UY5FB	$ 18.33	See NRC Prices Below	
61	IDSL Loop Access Area A - Metro	UY5FA	$ 15.49	See NRC Prices Below	
62					
63	DSL Conditioning Options - >12KFT and < 17.5KFT				
64	Removal of Repeater Options	NRBXV		$0.00	N/A
65	Removal Bridged Tap Option	NRBXW		$0.00	N/A
66	Removal of Load Coil	NRBXZ		$0.00	N/A
67	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				

SBC/TCG
WISCONSIN
Attachment A

Line	WISCONSIN			USOC	SBC Recurring	SBC Non Recurring	
					Monthly with $0.10 IDLC	Initial	Additional
68			Removal of Repeater Options	NRBNL		$0.00	N/A
69			Removal Bridged Tap Option	NRBNK		$0.00	N/A
70			Removal of Load Coil	NRBNJ		$0.00	N/A
71	**Removal of All or NON-Excessive Bridged Tap (RABT) - MMP**						
72			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ		$0.00	
73			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP		$0.00	
74			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS		$0.00	
75			Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM		$0.00	
76							
77	**Loop Non-Recurring Charges**						
78		Digital DS1 Service Admin Charge – Disconnect		NR90T		$ 55.72	
79		Digital DS1 Design and CO Connection – Disconnect Order		NR9OV		$ 81.11	
80							
81	**Port Non-Recurring Charges**						
82		POTS Electronic Service Order – Disconnect		NRMGQ		$ 0.04	
83		POTS Manual Disconnect Service Order Charge		NHCMU		$ 42.10	
84		Unbundled Tandem Trunk Service Charge – Port Disconnect		NKCQJ		$ 8.29	
85							
86	Daily Usage Feed (DUF), per message			USAGE	$0.000531		
87							
88							
89	***RESALE***					**SBC Non Recurring**	
90		**Electronic Billing Information Data (daily usage)**		RESALE			
91		per message		USAGE	$0.000531		
92							
93	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.						

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TCG Milwaukee, Inc.

By: _____

Printed: Fredrik Cederqvist

Title: Group Manager

Date: June 16, 2005

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

By: _____

Printed: **Mike Auinbauh**

Title: AVP-Local Interconnection Marketing

Date: 6-23-05