



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

June 16, 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 Resale Branding Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin¹, and TCG Milwaukee, Inc.

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 Resale Branding Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and TCG Milwaukee, Inc.

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 Cederqvist
District Manager – Local Negotiations
Room E561
32 Avenue of the Americas
New York, NY 10013
Tel: 212-387-4018
Fax: N/A

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

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

The Interconnection Agreement, dated July 9, 2002, ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ ("SBC WISCONSIN") and TCG Milwaukee, Inc. ("CLEC") is hereby amended as follows:

(1) Article 10, Resale At Wholesale Rates--Section 251(c)(4), is amended to hereby replace Section 10.10.1.7 with the following language:

10.10.1.7 Branding Load Charges: An initial non-recurring charge applies per brand, per Operator Assistance Switch for the establishment of TCG specific branding. In addition, a per call charge applies for every OS call handled by SBC WISCONSIN on behalf of TCG when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

(2) The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the service provided hereunder.

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

(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, 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 may 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) 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), and the FCC's Biennial 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 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-*

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.

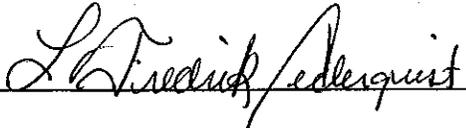
Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004); the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241)(rel. October 18, 2004); and the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

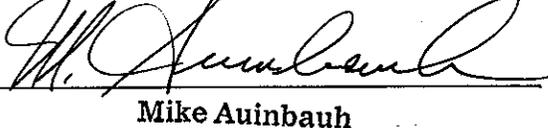
(6) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin ("PSCW"), but shall become effective upon execution by both Parties.

14 IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this June day of 2005, by Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TCG Milwaukee, Inc.

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

By: 

By: 

Name: Fredrik Cederqvist
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: Group Manager
(Print or Type)

Title: For/ AVP - Local Interconnection Marketing

Date: May 31, 2005

Date: JUN 14 2005

SBC WISCONSIN/TCG MILWAUKEE, INC.
ICA
PRICING SCHEDULE

Attachment A
Branding Amendment

WISCONSIN	SBC	SBC
	Recurring Monthly	Nonrecurring
Operator Services Branding - Other - Initial/Subsequent Load per switch - Per Call	\$ 0.025	\$ 1,800.00