



AT&T Wisconsin
13 floor
722 N. Broadway
Milwaukee, WI 53202

April 11, 2006

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 a TRRO ULS Rate Increase Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and New Edge Network, Inc., d/b/a New Edge Networks.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and New Edge Network, Inc., d/b/a New Edge Networks, hereby request approval, pursuant to 47 U.S.C. 252, of this TRRO ULS Rate Increase Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and New Edge Network, Inc., d/b/a New Edge Networks.

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

New Edge Network, Inc., d/b/a New Edge Networks
Penny H. Bewick
Vice President
3000 Columbia House Blvd.
Suite 106
Vancouver, WA 98661
Tel: (360) 906-9775
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Very Truly Yours,

Joan Schoenberger

Enclosure

**POST-TRO REMAND (ULS RATE INCREASE AND EMBEDDED BASE TRANSITION)
AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
NEW EDGE NETWORK, INC. d/b/a NEW EDGE NETWORKS (“CLEC”)**

This is a Post-TRO Remand (ULS Rate Increase and Embedded Base Transition) Amendment (the “Amendment”) to the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC Wisconsin”) and CLEC (collectively referred to as “the Parties”) (“Agreement”) previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”).

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,¹ on February 4, 2005 (“TRO Remand Order”), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops (“mass market unbundled local circuit switching” or “Mass Market ULS”);

NOW, THEREFORE, the Parties wish to amend the Agreement, pursuant to Section 252(a)(1) of the Act and the terms of their Agreement, to be consistent with at least the mass market unbundled local circuit switching findings by the FCC in its TRO Remand Order, and in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, either alone or in combination (as in with “UNE-P”). Accordingly, pursuant to Rule 51.319(d)(2)(iii), although SBC shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of end-user customers, the price for Mass Market ULS or UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS or UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS or UNE-P, plus one dollar. For purposes of this Paragraph, “Mass Market” shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or “Enterprise” level.) CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
2. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (i.e. by March 11, 2006).
3. Paragraphs 1 and 2, above, apply and are operative regardless of whether CLEC is requesting Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.
4. 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 have not yet fully incorporated into this Agreement or which may be the subject of further review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA I*”) and following remand and appeal, *USTA v. FCC*, 359 F.3d

¹ Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

554 (D.C. Cir. 2004) ("*USTA II*"); the FCC's 2003 Triennial Review Order and 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).

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following the date upon which such state commission approves this amendment under Section 252(e) of the Act or, absent such state commission approval, the date this amendment is deemed approved by operation of law.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 7th day of April, 2006, by the Parties, signing by and through their duly authorized representatives

New Edge Network, Inc. d/b/a New Edge Networks

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

By: RY McMillin

By: Rebecca L Sparks

Name: Robert Y. McMillin
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: Director - Interconnection
(Print or Type)

Title: Executive Director Regulatory

Date: 03/16/06

Date: APR 07 2006

FACILITIES-BASED OCN # 2932

ACNA NGE