



VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

November 3, 2005

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

RE: Application for Approval of the Second Amendment to the Interconnection, Resale and Unbundling Agreement between Nextgen Communications, LLC and Telephone USA of Wisconsin, LLC

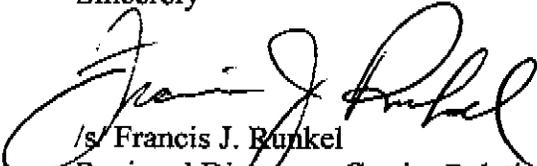
Dear Ms. Zehner:

CenturyTel hereby requests approval, pursuant to 47 U.S.C. 252, of the enclosed Second Amendment to the Interconnection, Resale and Unbundling Agreement between Nextgen Communications, LLC and Telephone USA of Wisconsin, LLC, approved in Docket 05-TI-460 on April 20, 2001 and amended in Docket 05-TI1041, Approved February 1, 2004.

I have been authorized by Nextgen Communications, LLC to submit for Commission approval, pursuant to 47 U.S.C. 252 (e), the enclosed Second Amendment to the Interconnection, Resale and Unbundling Agreement between Nextgen Communications, LLC and Telephone USA of Wisconsin, LLC.

I hereby certify that a copy of this filing has been served by U.S. Postal Service on Mark Anderson, Nextgen Communications, LLC, 234 East Oak Street, P.O. Box 398, Glenwood City, Wisconsin 54013-0398 and Attorney Judd Genda, Axley Brynelson, LLP, 2 East Mifflin Street, Madison, Wisconsin 53703

Sincerely


/s/ Francis J. Bunkel
Regional Director – Carrier Relations

Enclosures

cc: Mark Anderson – Nextgen Communications
Attorney Judd A. Genda – Axley Brynelson, LLP – Madison, WI
Joey.Bales@CenturyTel.com
Lorenzo.Cruz@CenturyTel.com
Donna.Barham@CenturyTel.com

AMENDMENT NO. 2
to the
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

by and between

NEXTGEN COMMUNICATIONS, LLC

AND

TELEPHONE USA OF WISCONSIN, LLC

This Amendment No. 2 ("Amendment No. 2") to the Interconnection, Resale and Unbundling Agreement ("Principal Agreement") shall be effective on June 1, 2005, by and between Telephone USA of Wisconsin, LLC ("Tel USA") and Nextgen Communications, LLC ("Nextgen"). CenturyTel and Nextgen are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Tel USA and Nextgen entered into the Principal Agreement, which was subsequently approved by the Public Service Commission of Wisconsin ("Commission") in Docket 05-TI-460 on April 20, 2001 and Amendment No. 1 in Docket 05-TI-1041 on May 19, 2004 (collectively the "Agreement"); and

WHEREAS, Tel USA and Nextgen have mutually agreed to make certain revisions to the terms and conditions of the Agreement.

NOW, WHEREFORE, Tel USA and Nextgen agree to further amend the Agreement as follows:

- (1) Article III, Section 2.1, of the Principal Agreement shall be amended to extend the termination date of the Agreement from July 31, 2005 to July 31, 2008.
- (2) Article V, Section 4.1.1(a) of the Principal Agreement shall be replaced with the following language:

A Mid-Span Meet within an existing Tel USA exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

- (3) Article V, Section 4.2.1 of the Principal Agreement shall be replaced with the following language:

Each party is individually responsible for its incurred costs in establishing this arrangement.

- (4) Section 5 of Amendment No. 1 shall be deleted.
- (5) Attachment II of Amendment No. 1 shall be deleted.
- (6) The existing interconnection services and compensation arrangements between the Parties as of the effective date of this Amendment No. 2 are set forth in Attachment 1 to this Amendment No. 2 and are incorporated herein by reference. Any new interconnection request hereafter shall be upon mutual agreement by the Parties and subject to the terms and conditions of the Agreement and of this Amendment No. 2.
- (7) In consideration of other provisions set forth in this Amendment No. 2, the Parties agree that they will not seek reciprocal compensation for Local Traffic originated by either Party's end users and terminating to any local, EAS or locally dialed ISP numbers, including an ISP affiliate of either Party for the term of the Agreement as amended.
- (8) The Agreement as modified by this Amendment No. 2, will be effective June 1st, 2005, and subject to approval by the Commission in accordance with Section 252 of the Act.
- (9) Except as modified or supplemented herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
- (10) This Amendment No. 2 shall be filed with, and subject to approval by, the Commission.

IN WITNESS WHEREOF, this Amendment No. 2 was exchanged in triplicate by Nextgen signing by and through its duly authorized representative, and Tel USA signing by and through its duly authorized representative.

Nextgen Communications, LLC

By: Mark S Anderson

Title: Manager

Name: Mark Anderson

Date: 10-17-05

Telephone USA of Wisconsin, LLC

By: Guy E Miller

Title: Corporate Vice President Carrier Relations

Name: Guy E Miller

Date: 11/01/05

**Attachment I
Network Interconnections
and Compensation for Existing Interconnection Facilities**

Network Interconnection

Currently, NEXTGEN's Glenwood City exchange (GLCYW102RS0) interconnection at Tel USA's Glenwood City exchange (GLCYWIXADS2) located at 235 Oak Street, Glenwood City, Wisconsin. Tel USA provides NEXTGEN 4 DS1 high capacity interoffice transport, the cost of which shall be borne by Tel USA in consideration of other provisions set forth in this Amendment No. 2. All Local Traffic exchanges over these Interoffice facilities.

Trunking

Each Party provisions trunks on the interoffice facilities at no cost to the other Party.

Call Termination

Subject to Section 7 of this Amendment No. 2.