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March 16, 2010

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48911

Re: MPSC Case No. U-11596, Interconnection Agreement Between AT&T Michigan and Qwest Communications Company, LLC

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the **Fourth Amendment** to the Interconnection Agreement by and between AT&T Michigan and Qwest Communications Company, LLC. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the attached Amendment and related pleadings onto the Commission's web site at:

<http://efile.mpsc.cis.state.mi.us/efile/>

Additional copies of the Amendment and all Commission approved amendments are available on the above web site as well as AT&T Michigan's website. Amendments are posted at the end of the Agreement, so only one document will appear under the associated link. Documents may be viewed at:

https://clec.att.com/clec_cms/clec/clec.html

Very truly yours,

A handwritten signature in black ink that reads "Lisa M. Bruno". The signature is written in a cursive, flowing style.

Attachment

cc: Charles Lahey

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of)
An Interconnection Agreement between)
LCI International Telecom Corporation)
and Michigan Bell Telephone Company)
d/b/a SBC Michigan)

Case No. U-11596

JOINT APPLICATION

AT&T Michigan¹ and Qwest Communications Company, LLC hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Fourth Amendment Amendment to the Interconnection Agreement between the parties heretofore approved by the Commission on March 10, 1998 (Agreement). In support of this joint application, AT&T Michigan and Qwest Communications Company, LLC state as follows:

1. The parties have entered into good faith negotiations and have executed a Fourth Amendment to the Agreement. The Fourth Amendment to the Agreement, fully executed as of March 15, 2010, adds Cageless Collocation Terms and Conditions into the Agreement. A copy of the Fourth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Fourth Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Fourth Amendment meets all statutory criteria for Commission approval.

¹ Michigan Bell Telephone Company (previously referred to as “Michigan Bell” or “SBC Michigan”) now operates under the name “AT&T Michigan” pursuant to an assumed name filing with the State of Michigan.

WHEREFORE, AT&T Michigan and Qwest Communications Company, LLC jointly request Commission approval of the 4TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

Qwest Communications Company, LLC



Adam L. Sherr
Associate General Counsel
1600 7th Ave, 1506
Seattle, Washington 98191

Counsel for AT&T Michigan



Lisa M. Bruno (P52954)
444 Michigan Avenue, Room 1750
Detroit, Michigan 48226
(313) 223-8188

Dated: 3-10-10

MARCH 15, 2010

Exhibit A
Case No. U- 11596

FOURTH AMENDMENT

Executed as of March 15, 2010

TO

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996

by and between

AT&T MICHIGAN
and

QWEST COMMUNICATIONS COMPANY, LLC

AMENDMENT TO THE AGREEMENT

BETWEEN

QWEST COMMUNICATIONS COMPANY, LLC

AND

MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and Qwest Communications Company, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved March 10, 1998 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is adding Cageless Collocation terms and conditions
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. .

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan

6. ARTICLE XII COLLOCATION -- SECTION 251(c)(6) is hereby amended by adding the following Section 12.2.1

XII 12.2.1 Cageless Collocation.

(a) Definitions

1. "Collocator" is the CLEC who places Telecommunications Equipment on AT&T MICHIGAN's Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T MICHIGAN and/or accessing AT&T MICHIGAN's 251(c)(3) UNEs for the purpose described in this article.
 - i. A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on AT&T MICHIGAN Premises.
 - ii. A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on AT&T MICHIGAN Premises.
 2. "Eligible Structure" means AT&T MICHIGAN's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T MICHIGAN that house its network facilities, and all structures that house AT&T MICHIGAN's facilities on public Rights-of-Way (ROW). ROW is defined in ARTICLE XVI Access to Poles, Ducts, Conduits and Rights-of-Way
 3. "AT&T MICHIGAN Approved Installation Supplier (AT&T MICHIGAN AIS)" means the suppliers that are approved to perform CO installation work for AT&T MICHIGAN and for Collocators in AT&T MICHIGAN Eligible Structures.
 - i. Approved CO Installation Suppliers Tier 1 (AT&T MICHIGAN AIS Tier 1) - These suppliers are approved by AT&T MICHIGAN to perform CO installation work for AT&T MICHIGAN and for Virtual Collocators in AT&T MICHIGAN CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T MICHIGAN per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.
 - ii. AT&T MICHIGAN Collocation Approved Installation Suppliers Tier 2 (AT&T MICHIGAN AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).
- (b) The Collocation terms and conditions within this amendment are contingent upon Collocator doing its own work through the use of an AT&T MICHIGAN Approved Installation Supplier (AIS).

(c) Service Coordination:

Collocator is responsible for coordinating with its AT&T MICHIGAN AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.

(d) AT&T MICHIGAN AIS Requirements:

1. Collocator shall select a supplier which has been approved as an AT&T MICHIGAN AIS to perform all engineering and installation work. The Collocator's AT&T MICHIGAN AIS must follow and comply with all of AT&T MICHIGAN's specifications and the following AT&T MICHIGAN Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T MICHIGAN AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T MICHIGAN AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T MICHIGAN AIS is available on AT&T CLEC Online website. The Collocator's AT&T MICHIGAN AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T MICHIGAN's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T MICHIGAN AIS is used by Collocator, the AT&T MICHIGAN AIS shall bill Collocator directly for all work performed for Collocator. AT&T MICHIGAN shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T MICHIGAN AIS. AT&T MICHIGAN shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.
2. AT&T MICHIGAN will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. AT&T MICHIGAN will provide space in single bay increments, including available space adjacent to or next to AT&T MICHIGAN's equipment as needed.
3. AT&T MICHIGAN shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.
4. Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T MICHIGAN shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

(e) Complete and Accurate Application Review Process:

1. Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T MICHIGAN will begin development of the quotation.
2. In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T MICHIGAN shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T MICHIGAN will not select for Collocator the type of Collocation to be ordered.

3. All applicable NRCs are required to be paid to AT&T MICHIGAN prior to the Collocation space being turned over to the Collocator. AT&T MICHIGAN processes the payment of the aforementioned NRCs in two installments: 50% of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T- MICHIGAN with the remaining 50% payment due two weeks prior to the Collocation space turnover.

Qwest Communications Company, LLC

Michigan Bell Telephone Company d/b/a AT&T
Michigan, by AT&T Operations, Inc., its authorized
agent

By: Diane Wright

Name: Diane Wright

Title: Contract Manager

Date: 03/10/2010

By: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 3-15-10

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