



224 W. Exchange
Owosso, MI 48867
Phone: 989-723-0277
Fax: 989-723-5939

January 22, 2013

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

RE: ***MPSC Case No. U-12178, Interconnection Agreement Amendment Between New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, and Frontier Communications of Michigan, Inc.***

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of an Amendment to the Interconnection Agreement by and between Frontier Communications of Michigan, Inc. and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility. In accordance with the Commission's request, Frontier makes this filing electronically by posting the attached Amendment and related pleadings onto the Commission's website at:

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

If you have any questions about this application, please contact me at 989-723-0277 or robert.e.stewart@ftr.com.

Sincerely,

A handwritten signature in black ink that reads "Robert Stewart".

Robert Stewart

cc: Sheila Paananen, New Cingular Wireless PCS, LLC

Enclosures

MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the request for Commission approval of an	)	
Interconnection agreement between	)	Case No. U-12178
New Cingular Wireless PCS, LLC and	)	E-file/Paperless
Frontier Communications of Michigan, Inc.	)	
_____	)	

JOINT APPLICATION

Frontier Communications of Michigan, Inc. (“Frontier”) and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, (“AT&T Wireless”) 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)(1) of the Telecommunications Act of 1996 (“the Act”), 47 U.S.C. § 252(e)(1), for approval of an amendment to an interconnection agreement executed as of August 7, 2012 (“Amendment”) by and between Frontier and AT&T Wireless. In support of this joint application, Frontier and AT&T Wireless state as follows:

1. Frontier Communications of Michigan, Inc. is a Michigan corporation engaged in providing communications services to the public in its various exchanges throughout Michigan.
2. New Cingular Wireless PCS, LLC is a Delaware corporation with offices in Atlanta, Georgia.
3. Pursuant to Section 251 and 252 of the Act, AT&T Wireless and Frontier engaged in good faith negotiations for an Amendment to the interconnection agreement. These negotiations resulted in a completion of the Amendment, which was executed as of

August 7, 2012. A copy of the Amendment is submitted with this joint application as Exhibit A.

4. The Amendment meets all the requirements of the Act. Pursuant to §252(e)(1) of the Act, Frontier and AT&T Wireless jointly request expedited approval of the joint application¹ without any public hearing or formal solicitation of comments. The joint application and the Amendment provide the Commission with sufficient information to approve the Amendment under the standards of §252(e)(1) and (2) of the Act.

WHEREFORE, Frontier Communications of Michigan, Inc. and AT&T Wireless Services, Inc. jointly request Commission approval of the Amendment pursuant to MTA §203(1) and §252(a)(1) of the Act as soon as possible.

Respectfully submitted,

New Cingular Wireless PCS, LLC
d/b/a AT&T Mobility

Counsel of Frontier Communications of
Michigan, Inc.



Sheila Paananen
AT&T
26019 NE 34th St
Redmond, WA 98053
425-241-2751



Kevin Saville
VP and Associate General Counsel
2378 Wilshire Blvd
Mound, MN 55364
952-491-5564

Date: 11/29/12

Date: 12/3/12

¹ No hearing is required under MTA §203 or §252 of the Act. Under §252(e)(4) of the Act, the Agreement is deemed approved if the state commission does not act to approve or reject the Agreement within 90 days after submission.

AMENDMENT NO. (1)
TO THE INTERCONNECTION
AGREEMENT BETWEEN
FRONTIER COMMUNICATIONS OF MICHIGAN, INC.

AND

NEW CINGULAR WIRELESS PCS, LLC
d/b/a AT&T Mobility

This Amendment No.1 (this "Amendment") shall be deemed effective on January 9, 2013 (the "Amendment Effective Date") by and between Frontier Communications of Michigan, Inc. ("Frontier"), a Michigan corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility ("AT&T Wireless"), a Delaware corporation, with offices at 1025 Lenox Park Blvd NE, Atlanta, GA 30319. Frontier and AT&T Wireless may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Frontier Communications of Michigan, Inc. (the "State").

WITNESSETH:

WHEREAS, Frontier and AT&T Wireless are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated January 9, 2004 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment
- 2.5 Scope of Amendment This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.6 Joint Work Product The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. IntraMTA Traffic. Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USFII/CC Transformation Order FCC 11-161 (rei. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (ref. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USFII/CC Transformation Order*.

4. Notices

- 4.1 All notices required under the Agreement shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

To Frontier Communications:

Frontier Communications
Attn: Director, Business Operations- Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

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INTERCONNECTION AGREEMENT
BETWEEN
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AND
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T MOBILITY

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- 4.1 All notices required under the Agreement shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

To Frontier Communications:

Frontier Communications
Attn: Director, Business Operations – Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

With Copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave
Rochester, NY 14646

To AT&T Mobility LLC:

AT&T Mobility LLC
1277 Lenox Park Blvd.
Suite 4A42
Atlanta, GA 30319
Attn: Senior Contract Manager
Phone: 404-499-6086
Fax: 404-986-8452

With a copy to:

AT&T Services, Inc.
Legal Department
675 West Peachtree Street
Atlanta, GA 30308
Attn: Interconnection Agreement Counsel
Phone: 404-335-0710
Fax: 404-927-3618

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**New Cingular Wireless PCS, LLC
d/b/a AT&T Mobility**

By: 

Printed: Sheila Paananen

Title: Lead Carrier Relations Manager

Date: 11/29/12

Frontier Communications of Michigan, Inc.

By: 

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Service

Date: 11/29/12