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September 13, 2006

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-12258, Sixth Amendment to the Interconnection Agreement
Between AT&T Michigan and Ameritech Mobile Communications, LLC d/b/a
Cingular Wireless***

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the Sixth Amendment to the Interconnection Agreement by and between AT&T Michigan and Ameritech Mobile Communications, LLC d/b/a Cingular Wireless. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the enclosed Amendment and related pleadings onto the Commission's web site at:

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

Additional copies of the Amendment are available on this web site as well as AT&T Michigan's website at:

http://www.sbc.com/search/regulatory.jsp?category=WWW.SBC.COM/LARGE-FILES/RIMS/INTERCONNECTION_AGREEMENTS/MICHIGAN

Very truly yours,

Attachment

cc: Ms. Susan Riley

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of an)
Interconnection Agreement for a Wireless System)
between Ameritech Mobile Communications, Inc.)
and Ameritech Information Industry Services)
On behalf of Ameritech Michigan)

Case No. U- 12258

JOINT APPLICATION

AT&T Michigan¹ and Ameritech Mobile Communications, LLC d/b/a Cingular Wireless, on behalf of Detroit SMSA Limited Partnership 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 Sixth Amendment to the Wireless Interconnection Agreement between the parties heretofore approved by the Commission on February 22, 2000, (Agreement). In support of this joint application, AT&T Michigan and Ameritech Mobile Communications, LLC d/b/a Cingular Wireless, on behalf of Detroit SMSA Limited Partnership, state as follows:

1. The parties have entered into good faith negotiations and have executed a Sixth Amendment to the Agreement. The Sixth Amendment to the Agreement, fully executed as of August 25, 2006, changes the name Ameritech Mobile Communications, LLC d/b/a Cingular Wireless, on behalf of Detroit SMSA Limited Partnership to New Cingular Wireless PCS, LLC. A copy of the Sixth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

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.

2. The 6TH 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 6TH Amendment meets all statutory criteria for Commission approval.

WHEREFORE, AT&T Michigan and Ameritech Mobile Communications, LLC d/b/a Cingular Wireless, on behalf of Detroit SMSA Limited Partnership jointly request Commission approval of the 6TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

**New Cingular Wireless PCS, LLC, on behalf
of itself and its wireless operating Affiliates**



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Counsel for AT&T Michigan



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444 Michigan Avenue, Room 1700
Detroit, Michigan 48226
(313) 223-8033

Dated: 8/21/06

Exhibit A
Case No. U-12258

SIXTH AMENDMENT

Executed as of August 25, 2006

TO INTERCONNECTION AGREEMENT

by and between

AT&T MICHIGAN

And

DETROIT SMSA LIMITED PARTNERSHIP, by
AMERITECH MOBILE COMMUNICATIONS, LLC

d/b/a

CINGULAR WIRELESS

**AMENDMENT TO
CMRS INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
AMERITECH MOBILE COMMUNICATIONS, LLC d/b/a CINGULAR WIRELESS, ON BEHALF
OF DETROIT SMSA LIMITED PARTNERSHIP**

The CMRS Interconnection Agreement, approved by the Michigan Public Service Commission on February 22, 2000, by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and Ameritech Mobile Communications, LLC d/b/a Cingular Wireless, on behalf of Detroit SMSA Limited Partnership ("Cingular Wireless") is hereby amended as follows:

WHEREAS, AT&T Michigan and Cingular Wireless are parties to two CMRS interconnection agreements and desire to consolidate those agreements; and,

WHEREAS, AT&T Wireless PCS, LLC is the original party with AT&T Michigan to that certain CMRS interconnection agreement (the "AWS Agreement") approved on July 11, 2001, by the Michigan Public Service Commission ("the Commission"). Cingular Wireless subsequently acquired AT&T Wireless PCS, LLC and changed the new entity's name to New Cingular Wireless PCS, LLC and,

WHEREAS, the Detroit SMSA Limited Partnership, a Delaware Limited Partnership, has been dissolved; and,

WHEREAS, Ameritech Mobile Communications, LLC (operating as a part of Cingular Wireless) is the original party with AT&T Michigan to that certain "CMRS Interconnection Agreement" approved on February 22, 2000, by the Commission (the "CMRS Interconnection Agreement"). Ameritech Mobile Communications, LLC was merged into New Cingular Wireless PCS, LLC, which together with its wireless operating Affiliates operate in Michigan as a part of Cingular Wireless; and,

WHEREAS, New Cingular Wireless PCS, LLC desires to consolidate the AWS Agreement into the CMRS Interconnection Agreement pursuant to the terms of Section 21 of the CMRS Interconnection Agreement; and,

WHEREAS, New Cingular Wireless PCS, LLC elects to terminate the AWS Agreement as further described below in order to provide for interconnection of Cingular Wireless with AT&T Michigan under a single agreement; and,

WHEREAS, as a result of the consolidation of the agreements, New Cingular Wireless PCS, LLC and its wireless operating Affiliates, will operate in the state of Michigan under the ACNAs and the OCNs listed below in Section 3.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Michigan and Cingular Wireless hereby agree as follows:

1. The CMRS Interconnection Agreement shall be amended pursuant to Section 21 of the agreement to identify New Cingular Wireless PCS, LLC as the Cingular contracting entity in the state of Michigan.
2. Upon Cingular Wireless's completion of the conversion of all Billing Account Numbers (BANs) associated with the AWS Agreement to the newly consolidated CMRS Interconnection Agreement, the AWS Agreement will be deemed terminated by operation of this Amendment.

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.

3. Cingular Wireless and its wireless operating Affiliates will operate in the State of Michigan under the CMRS Interconnection Agreement under the following ACNAs and OCNs:

ACNA: AHD, ADM, IUW, RRC	6335
AWL	6010

4. AT&T Michigan shall reflect that name change from AT&T Wireless PCS, LLC to "New Cingular Wireless PCS, LLC, operating as a part of Cingular Wireless" only for the main billing account (header card) for each of the accounts previously billed to AT&T Wireless PCS, LLC. AT&T Michigan shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Michigan's records with respect to those accounts, including to the services and items provided and/or billed under the Agreement.
5. Once this Amendment is approved by the Commission, New Cingular Wireless PCS, LLC and its wireless operating Affiliates shall interface with AT&T Michigan under the "Cingular Wireless" name for those accounts, including, by way of example only, submitting orders under New Cingular Wireless PCS, LLC (Cingular Wireless), and labeling (including re-labeling) equipment and facilities with New Cingular Wireless PCS, LLC (Cingular Wireless).
6. This Amendment shall not modify or extend the Effective Date or Term of the CMRS Interconnection Agreement, but rather, this Amendment shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING CMRS INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into 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 Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); 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 as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement and Amendment, AT&T Michigan has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T MICHIGAN has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by AT&T Michigan, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or

otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

9. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate by AT&T Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

New Cingular Wireless PCS, LLC, on behalf of itself
and its wireless operating Affiliates

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

By: Michael F Van Weelden

Printed: Michael F Van Weelden

Title: Director SCM Network
(Print or Type)

Date: 8/22/06

By: Rebecca L Sparks

Rebecca L. Sparks

Printed: _____

Title: Executive Director-Regulatory

Date: AUG 25 2006