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September 26, 2008

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-12627, Interconnection Agreement Between AT&T Michigan and New Edge Network, Inc.

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the ***Ninth Amendment*** to the Interconnection Agreement by and between AT&T Michigan and New Edge Network, Inc. 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 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. Penny H. Bewick

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of An Interconnection Agreement between New Edge Network, Inc. and Ameritech Michigan	))))	Case No. U- 12627

JOINT APPLICATION

AT&T Michigan[1] and New Edge Network, Inc. d/b/a New Edge Networks 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 Ninth Amendment to the Interconnection Agreement between the parties heretofore approved by the Commission on October 6, 2000 (Agreement). In support of this joint application, AT&T Michigan and New Edge Network, Inc. d/b/a New Edge Networks state as follows:

1. The parties have entered into good faith negotiations and have executed a Ninth Amendment to the Agreement. On September 26, 2007, the United States District Court for the Eastern District of Michigan issued an order (Order) reversing, in part, the Michigan Public Service Commission's TRO/TRRO order in Case No. U-14447. The Ninth Amendment revises the definition of business lines to comply with the Order and the FCC's rule which provides that entrance facilities are not required to be provided by incumbent carriers to CLECs on an unbundled basis. A copy of the Ninth Amendment to the Agreement, fully executed by the parties on September 23, 2008, 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 Ninth 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 Ninth Amendment meets all statutory criteria for Commission approval.

WHEREFORE, AT&T Michigan and New Edge Network, Inc. dba New Edge Networks jointly request Commission approval of the 9TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

New Edge Network, Inc.
dba New Edge Networks

Penny H Bewick

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(313) 223-8033

Dated: SEPTEMBER 26, 2008

Exhibit A
Case No. U-12627

NINTH AMENDMENT

Executed as of September 23, 2008

TO

INTERCONNECTION AGREEMENT

by and between

AT&T MICHIGAN

and

NEW EDGE NETWORK, INC.
d/b/a
NEW EDGE NETWORKS

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
NEW EDGE NETWORK, INC. d/b/a NEW EDGE NETWORKS

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan[1] ("AT&T Michigan") and New Edge Network, Inc. d/b/a New Edge Networks ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Michigan's service territory in the State of Michigan.

WITNESSETH:

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 10/6/2000 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties amended said Agreement pursuant to the Michigan Public Service Commission's ("MI-PSC") Order in Case No. U-14447 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Michigan Order"); and

WHEREAS, on September 26, 2007, the United States District Court for the Eastern District of Michigan issued an order reversing, in part, the Michigan Order; and

WHEREAS, the Parties desire to amend the Agreement to reflect the Court's decision.

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

1. In the Amendment to Interconnection Agreement approved 2/21/2006 (the "TRO/TRRO Amendment"), under the Michigan TRO/TRRO Attachment thereto:

   1.1 The text of Section 0.1.12 is removed in its entirety and replaced with the following:

   Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO, including 47 CFR 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

   1.2 The text of Sections 1.1(i) is removed in its entirety and replaced with the following:

   Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T Michigan's networks.) In accordance with Paragraph 140 of the TRRO, nothing in this

[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.

Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to interconnect with AT&T Michigan's network pursuant to Section 251(c)(2) of the Act for the exchange of traffic;

1.3 In Section 6.3.5, the parenthetical "(e.g., entrance facility)" is removed twice, so that the provision now reads as follows:

Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. Reservation of Rights. 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.

5. This Amendment shall be filed with and is subject to approval by the MI-PSC and shall become effective ten (10) days following approval by such Commission.

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

By: _____

Printed: J.M. Wetzel

Title: Pres

Date: 9-16-08

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 9-23-08

Resale OCN # *2932*

UNE OCN #

Switch Based OCN # *3855*

ACNA - *NGE*