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April 28, 2009

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 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,

Lisa M. Bruno

Attachment

cc: 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. d/b/a New Edge Networks 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 Tenth 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 Tenth Amendment to the Agreement. The Tenth Amendment to the Agreement, fully executed as of April 23, 2009, adds the FCC ISP "all traffic" option and extends the Term of the Agreement for an additional three (3) years. A copy of the Tenth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Tenth 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. TheTenth 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 New Edge Network, Inc. d/b/a New Edge Networks jointly request Commission approval of the 10TH 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.
d/b/a New Edge Networks

Penny H. Bewick

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Counsel for AT&T Michigan

Lisa M. Bruno /DD

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(313) 223-8188

Dated: APRIL 28, 2009

Exhibit A
Case No. U-12627

TENTH AMENDMENT

Executed as of April 23, 2009

TO

INTERCONNECTION AGREEMENT

by and between

AT&T MICHIGAN

and

NEW EDGE NETWORK, INC.

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

This Amendment (the "Amendment") by and between New Edge Network Inc. d/b/a New Edge Networks ("CARRIER") and Michigan Bell Telephone Company d/b/a AT&T Michigan ("ILEC"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated March 15, 2000 (Interconnection Agreement).

WHEREAS, the Parties wish to amend the Interconnection Agreement in accordance with the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

WHEREAS, this Amendment is also intended to extend the term of the underlying Interconnection Agreement

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1.0 Scope of Amendment

1.1 ILEC made an offer to all telecommunications carriers in the State of Michigan (the "Offer") to exchange traffic on and after July 6, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").

1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.

2.2 Compensation Rate Schedule

2.2.1 The rates, terms, conditions in this section apply only to the termination of for ISP-bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.3.

2.2.2 The Parties agree to compensate each other for the transport and termination for ISP-bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

2.3 ISP-bound Traffic Rebuttable Presumption

2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either Party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the rates set forth in Section 2.2.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they 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 that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either Party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Section 5 Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:

5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from CARRIER, by AT&T Michigan pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

5.0 The Parties acknowledge and agree that AT&T Michigan shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

6.0 This Amendment is coterminous with the underlying Interconnection Agreement.

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

8.0 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

9.0 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.

10.0 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.

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

Signature: _____

Name: J.M. WETZEL
(Print or Type)

Title: Pres
(Print or Type)

Date: 4-2-09

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

Signature: _____

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-23-09

Resale OCN # 2932

Switch Based OCN# 3855

ACNA NGE