Craig A. Anderson
General Attorney
State Regulatory & Legislative Matters

AT&T Michigan
444 Michigan Avenue
Room 1750
Detroit, MI 48226

313.223.8033 Phone
313.990.6300 Pager
313.496.9326 Fax

craig.anderson@att.com

August 25, 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-12927, Interconnection Agreement Between AT&T Michigan and DIECA Communications, Inc. d/b/a Covad

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the Sixteenth Amendment to the Interconnection Agreement by and between AT&T Michigan and DIECA Communications, Inc. d/b/a Covad. 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. Katherine Mudge

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of An Interconnection Agreement between Covad Communications Company and Ameritech Michigan.	))))	Case No. U-12927

JOINT APPLICATION

AT&T Michigan[1] and DIECA Communications, Inc. d/b/a Covad 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 Sixteenth Amendment to the Interconnection Agreement between the parties heretofore approved by the Commission on July 11, 2001 (Agreement). In support of this joint application, AT&T Michigan and DIECA Communications, Inc. d/b/a Covad state as follows:

1. The parties have entered into good faith negotiations and have executed a Sixteenth Amendment to the Agreement. The Sixteenth Amendment to the Agreement, fully executed as of August 18, 2006, establishes an agreed methodology for charging for collocation DC Power. A copy of the Sixteenth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Sixteenth 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 Sixteenth 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 DIECA Communications, Inc. d/b/a Covad jointly request Commission approval of the 16TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

DIECA Communications, Inc. d/b/a Covad

Katherine Mudge
7000 North MOPAC Expressway, 2nd Floor
Austin, TX 78731
(512) 514-6380

Counsel for AT&T Michigan

Craig A. Anderson (P28968)
444 Michigan Avenue, Room 1700
Detroit, Michigan 48226
(313) 223-8033

Dated: AUGUST 25, 2006

Exhibit A
Case No. U-12927

SIXTEENTH AMENDMENT

Executed as of August 18, 2006

TO

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

by and between

AT&T MICHIGAN

and

DIECA COMMUNICATIONS, INC.
D/B/A COVAD

COLLOCATION POWER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan[1] ("AT&T Michigan") and DIECA Communications, Inc. d/b/a Covad ("CLEC") is hereby amended as follows with this Collocation Power Amendment (the "Amendment").

WHEREAS, AT&T Michigan and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") approved by the Michigan Public Service Commission ("State Commission"), as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, AT&T Michigan has provided notice to all telecommunications carriers in Michigan that have an interconnection agreement with AT&T Michigan or are purchasing Act offerings from AT&T Michigan intrastate tariffs, of the availability of the collocation power offering reflected in this Amendment, via Accessible Letter CLECAM05-013 dated January 25, 2005, which notice expressly set forth the timing of the offering and the dependency of the change date of the collocation rate and billing terms (including rate application) on the timing of a telecommunications carrier's actions to accept that offering;

WHEREAS, the Parties want to amend the Agreement to establish an agreed methodology for charging for collocation DC Power, as set forth herein:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Beginning on and after the Power Change Date (as defined in paragraph 4 of this Amendment), CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or "AMPs") provided by AT&T Michigan for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all "A" AMPs and all "B" AMPs). Based upon CLEC's representation and warranty as set forth herein, AT&T Michigan shall prospectively bill the CLEC for DC collocation power consumption:

> For DC and AC collocation power consumption combined, a monthly recurring rate of $10.61 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application; and

by way of example, where AT&T Michigan has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], based upon CLEC's above representation and warranty AT&T Michigan shall prospectively bill the CLEC the monthly recurring DC Power Consumption charge of $10.61 per AMP for a total of twenty (20) AMPs (i.e., $212.20 per month), and AT&T Michigan shall prospectively bill CLEC the monthly recurring HVAC charge of $14.62 per-each-ten (10) AMPs applied against twenty (20) AMPs (i.e., $29.24 per month).

3. If CLEC is also purchasing any collocation arrangement pursuant to Tariff M.P.S.C. No. 20R, Part 23, Section 4, this Amendment shall apply to any such arrangement only as to its monthly recurring DC power charges

[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.

in accordance with the Amendment's provisions; that Tariff would otherwise continue to apply to that arrangement(s).

4. The "Power Change Date" is the Amendment Effective Date.

5. AT&T Michigan has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 2, to pursue remedies for breach of this Amendment and the Agreement.

6. The provisions of this Amendment shall remain effective until such time as the State Commission changes, by means of a final order issued in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for AT&T Michigan's collocation DC power, or until expiration or termination of this Amendment, whichever occurs first. If the foregoing is triggered by a cost proceeding changing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Effective Date of this Amendment until such time as the State Commission issues a final order in a cost proceeding changing the rates for collocation provided under 47 U.S.C. §251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for AT&T Michigan's collocation DC power.

7. Nothing in this Amendment shall be deemed or considered an admission on the part of either Party as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in AT&T Michigan's Tariff, or of the manner in which AT&T Michigan has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the making of this Amendment.

8. CLEC agrees to refrain from initiating or participating in any opposition activity to AT&T Michigan's current power reduction charges, policies and practices related to the provision of power for collocation during the duration of the Agreement. Further, CLEC agrees not to propose or support any proposal to reduce or change charges for collocation DC power charges (or changes in policies or application that result in a reduction or change), including any proposal to base DC collocation power charges on a metered "as used, per amp" basis for the duration of the Agreement. In addition, CLEC and SBC Michigan agree to mutually release and discharge each other from all claims which each Party may have against the other arising directly or indirectly out of, or relating in any way, to charges for DC collocation power. The billing arrangement described in Paragraphs 2, 3 and 4 ("Billing Arrangement"), above, is integrally related to the overall settlement and the mutual release and discharge. Said mutual release and discharge, and the Billing Arrangement are expressly contingent upon:

1) approval by the State Commission of the terms and conditions of this Amendment; and

2) the parties acknowledge that they have no remaining disputes with respect to past charges for DC collocation power .

Template language

2) the parties acknowledge that they have no remaining disputes with respect to past charges for DC collocation power and that any pending complaints related to such charges have either been dismissed or will be dismissed in the near future.

9. The effective date of this Amendment shall be the day upon which the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment

is deemed approved by operation of law ("Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

11. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, 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, et. al 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 (rel. Aug. 21, 2003) 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); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002).

12. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

13. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

DIECA Communications, Inc. d/b/a Covad

Signature: _____

Name: James A. Kirkland
(Print or Type)

Title: SVP and General Counsel
(Print or Type)

Date: 8/8/06

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

Signature: Rebecca L Sparks

Rebecca L. Sparks

Name: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: AUG 18 2006

FACILITIES-BASED OCN # 4685

ACNA OVC