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December 1, 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 **Seventeenth** 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 Company 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 Seventeenth 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 Company d/b/a Covad state as follows:

1. The parties have entered into good faith negotiations and have executed a Seventeenth Amendment to the Agreement. The Seventeenth Amendment to the Agreement, fully executed as of November 29, 2006, adds the Coordinated Hot Cut Appendix to the Agreement. A copy of the Seventeenth Amendment to the Agreement, duly executed by the parties, is submitted with this joint application as Exhibit A.

2. The Seventeenth 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 Seventeenth 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 17TH 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

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Counsel for AT&T Michigan

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Dated: DECEMBER 1, 2006

Exhibit A
Case No. U-12927

SEVENTEENTH AMENDMENT

Executed as of November 29, 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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
DIECA COMMUNICATIONS, INC. d/b/a COVAD

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company[1] d/b/a AT&T Michigan ("AT&T Michigan") and DIECA Communications, Inc. d/b/a Covad ("CLEC") is hereby amended as follows:

(1) Add Appendix Coordinated Hot Cut which is attached hereto and is incorporated herein by this reference.

(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) 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).

The Parties are currently negotiating contract language that addresses SBC ILEC's obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements, if any, in light of the current lawful and effective FCC rules and associated FCC and judicial orders. By executing this contract amendment, neither Party waives any of its rights with regards to SBC ILEC's obligations to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements in light of the current lawful and effective FCC rules and associated FCC and judicial orders.

(5) 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.

[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 WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 28th day of November, 2006, by Michigan Bell Telephone Company d/b/a AT&T Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

DIECA Communications, Inc. d/b/a Covad

By: _____

Printed: James A. Kirkland

Title: SVP, Strategic Dev & GC
(Print or Type)

Date: 11/14/06

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

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 11/29/06

FACILITIES-BASED OCN # 4685

ACNA OVC

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.2 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.3 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.4 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

1.5 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.6 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.7 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.8 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

1.9 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.

2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the AT&T-13STATE.

2.3 AT&T-13STATE may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

2.4 The AT&T-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the AT&T-13STATE's ability to provide its baseline service. Where time permits, the AT&T-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.

3.2 When CLEC orders CHC service, AT&T-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:

3.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)[1]

3.2.2 AT&T NEVADA - PUCN, Section C13A, 13.2.6(c)

3.2.3 AT&T CALIFORNIA - Access Tariff 175-T, Section 13.2.6(c)

3.2.4 AT&T SOUTHWEST REGION 5-STATE - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"

3.2.5 AT&T CONNECTICUT - Connecticut Access Service Tariff, Section 18.1(3)

3.3 In the event the AT&T-13STATE fails to meet a CHC Service commitment for reasons within the control of AT&T-13STATE, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, AT&T-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and AT&T-13STATE is no longer obligated to ensure a CHC is on that order.

[1] AT&T-13STATE will not charge the additional labor rate in a particular state in the AT&T MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring Lawful UNE rates.