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November 2, 2022

Ms. Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, MI 48917

Re: MPSC Case No. U-12952, Interconnection Agreement Between AT&T Michigan and TDS Metrocom, LLC

Dear Ms. Felice:

Attached for filing is the joint application requesting approval of the **Twenty-Eighth Amendment** to the Interconnection Agreement by and between AT&T Michigan and TDS Metrocom, LLC. 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 website at:

<https://mi-psc.force.com/s/>

Additional copies of the Agreement and all Commission approved amendments are available on the above web site as well as AT&T Michigan's website. Amendments are posted at the end of the Agreement, so only one document will appear under the associated link. Documents may be viewed at:

https://clec.att.com/clec_cms/clec/clec.html

Sincerely,

A handwritten signature in cursive script that reads "Sally Briar".

Sally Briar
Area Manager-Regulatory Relations

Attachment

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Petition for Arbitration	)	
To establish an Interconnection Agreement	)	
between TDS Metrocom, Inc. and Michigan	)	Case No. U-12952
Bell, Inc. d/b/a Ameritech Michigan	)	

JOINT APPLICATION

AT&T Michigan¹ and TDS Metrocom, LLC 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 Twenty-Eighth Amendment (Amendment) to the interconnection agreement between the parties approved by the Commission on December 20, 2001 (Agreement). In support of this joint application, AT&T Michigan and TDS Metrocom, LLC state as follows:

1. The parties have entered into good faith negotiations and have executed an Amendment to the Agreement. The Amendment to the Agreement, when fully executed, amends the Agreement to replace the existing performance measures and remedies provisions in the Agreement with the attached new AT&T Midwest Performance Remedy Plan Appendix and extends the plan through December 31, 2024. A copy of the Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

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

¹ Michigan Bell Telephone Company (previously referred to as “Michigan Bell” or “SBC Michigan”) operates under the name “AT&T Michigan” pursuant to an assumed name filing with the State of Michigan.

WHEREFORE, AT&T Michigan and TDS Metrocom, LLC jointly request Commission approval of the Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

TDS Metrocom, LLC

AT&T Michigan

eSigned - Joel Dohmeier

Sally Briar

Joel Dohmeier

Sally A. Briar

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Joel.dohmeier@tdstelecom.com

Dated: 07 Oct 2022

Dated: 07 Oct 2022

Exhibit A
Case No. U-12952

TWENTY-EIGHTH AMENDMENT

Executed as of October 10, 2022

TO

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

by and between

AT&T MICHIGAN

and

TDS METROCOM, LLC

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

TDS METROCOM, LLC

Signature: eSigned - Joel DohmeierSignature: eSigned - Kristen E. ShoreName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Director- Gov't and Regulatory Affairs
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 07 Oct 2022Date: 10 Oct 2022**TDS Metrocom, LLC****Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Michigan Bell Telephone Company d/b/a
AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
TDS METROCOM, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ILLINOIS, MICHIGAN AND WISCONSIN") and TDS Metrocom, LLC, TDS Metrocom, LLC ("CLEC"). AT&T ILLINOIS, MICHIGAN AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS, MICHIGAN AND WISCONSIN's service territory in the State(s) of Illinois, Michigan and Wisconsin.

WITNESSETH:

WHEREAS, AT&T ILLINOIS, MICHIGAN AND WISCONSIN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as effective on June 16, 2002 (the "Agreement"); and

WHEREAS, AT&T ILLINOIS, MICHIGAN AND WISCONSIN conducted a collaborative open to members of the CLEC community and representatives of the state Commissions staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin for the purpose of discussing a successor Remedy Plan for the AT&T Midwest Region (Collaborative Review). The AT&T Midwest Region proposal was for a 2-year extension, via an Amendment, of the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin; and

WHEREAS, there were no objections in the Collaborative Review to AT&T's proposed 2-year extension, via an Amendment, of the current Commission approved and ordered Performance Measures and Plan.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2024.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. 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. (Reservation of Rights Language "ROR")
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL

REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

6. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
7. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2023 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2023, remedies are effective with February 2023 performance data which will be reported in March 2023 with remedies due being payable in April 2023.