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January 30, 2007

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-12988, Interconnection Agreement Between AT&T Michigan and ACD Telecom, Inc.

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the ***Fifth Amendment*** to the Interconnection Agreement by and between AT&T Michigan and ACD Telecom, 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: Mr. Gary A. Gensch

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of	)	
An Interconnection Agreement between	)	
ACD Telecom, Inc. and Michigan Bell	)	Case No. U- 12988
<u>Telephone Company d/b/a SBC Michigan</u>	)	

JOINT APPLICATION

AT&T Michigan¹ and ACD Telecom, Inc. 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 Fifth Amendment to the interconnection agreement between the parties heretofore approved by the Commission on September 7, 2001 (Agreement). In support of this joint application, AT&T Michigan and ACD Telecom, Inc. state as follows:

1. The parties have entered into good faith negotiations and have executed a Fifth Amendment to the Agreement. The Fifth Amendment to the Agreement, fully executed as of January 29, 2007, establishes a new rate for the DS1 cross connect and clarifies the definitions of DS1 cross connect and 4-wire cross connect in the Agreement. A copy of the Fifth Amendment to the Agreement, duly executed by the parties, is submitted with this joint application as Exhibit A.

2. The Fifth 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 Fifth 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 ACD Telecom, Inc. jointly request Commission approval of the Fifth Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

Counsel for ACD Telecom, Inc.

Counsel for AT&T Michigan

*Lisa Bruno / with permission
of undersigned*

Lisa M. Bruno

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Dated: January 30, 2007

Exhibit A
Case No. U-12988

FIFTH AMENDMENT

Executed as of January 29, 2007

TO

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

by and between

AT&T MICHIGAN

and

ACD TELECOM, INC.

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and ACD Telecom, Inc. ("CLEC").

WHEREAS, AT&T Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement"); and

WHEREAS, AT&T Michigan and CLEC desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 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.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended to clarify certain aspects of the Agreement, as follows:

- 2.1.1 Schedule 9.2.1, Local Loops, at page 148 (the last definition) is amended to (i) replace the term "4-Wire 1.544 Mbps DS-1 Compatible Digital Unbundled Local Loop" with "DS1 Digital Loop"; (ii) to replace the term "1.544 Mbps Digital" with "DS1 Loop", and (iii) to add the following sentence at the end of the provision: "A DS1 Loop requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop."
- 2.1.2 In the Pricing Schedule, under the heading "Unbundled Loops" and, below that, the subheading "Digital", references to "4W Digital" are replaced with the term "DS1 Loop".
- 2.1.3 In the Pricing Schedule, under the heading "Cross Connects", (i) the word "Analog" is added after the term "4-Wire"; (ii) the word "Loop" is added after the term "DS1"; and (iii) the price of "\$16.46" is replaced with "\$6.89". For the avoidance of doubt, this new rate shall apply prospectively only, beginning on the Amendment Effective Date (as defined in Section 3.1 below), and shall in no circumstances be applied retroactively.

- 2.2 A new section is added to the General Terms and Conditions of the Agreement as follows: Notwithstanding any lesser obligation in the Agreement, AT&T Michigan and CLEC shall each absolutely forbear (and shall absolutely forbear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding related in any way to whether CLECs can order a 4-wire digital cross connect for use with a digital loop, whether AT&T Michigan can bundle or otherwise require the use of Digital Test Access Units ("DTAUs") with 4-wire or DS1 cross connects for use with a digital loop, whether such practice is a violation of state and/or federal law, whether AT&T Michigan is required to provision 4-wire or DS1 cross connects for DS1 loops without DTAUs, and whether AT&T

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the name "AT&T Michigan".

Michigan must refund amounts paid by CLEC to AT&T Michigan as the result of AT&T Michigan's bundling or requiring the use of DTAUs with 4-wire or DS1 cross connects for DS1 loops (including, without limitation, by communicating with the MPSC or its Staff or any party, entity or interested person about initiating any such proceeding). A party, entity or interested person shall include, without limitation, any present or future entity affiliated with AT&T Michigan and CLEC, respectively. To the extent any such proceeding is for whatever reason initiated, AT&T Michigan and CLEC recognize, acknowledge and agree that any decision arising from said docket(s) (including any appeals thereof) shall not affect in any way the rate of \$6.89 in the Pricing Schedule under the heading "Cross Connects", it being specifically agreed that they will abide by the rate without regard or reference to any decision or order arising from said docket(s). The limitations set forth in this paragraph regarding the rate of \$6.89 shall not apply to an MPSC generic rate or cost proceeding (i.e., the proceeding applies to AT&T Michigan and all or substantially all CLECs in the State of Michigan) initiated and conducted no earlier than January 31, 2010; the resulting rates from such a proceeding shall be reflected in the Agreement pursuant to the terms and conditions thereof, and, irrespective of the MPSC's order in such a proceeding, shall apply no earlier than January 31, 2010.

2.2.1 Section 2.2 above shall be deemed to be automatically incorporated into and become a part of, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between AT&T Michigan and CLEC for the period indicated in Section 2.2, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise. Any inconsistencies between Section 2.2 and other provisions of the current ICA or future interconnection agreement(s) between the parties will be governed by Section 2.2 unless expressly superseded by a future amendment between the Parties that references this Amendment and Section 2.2, and then only to the extent specified in any such future amendment.

2.3 Nothing in this Amendment expands, contracts, or otherwise affects either AT&T Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. 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.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 No aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. 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.

6. RESERVATIONS OF RIGHTS

6.1 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: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended, MPSC Case*

No. U-14305, *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).

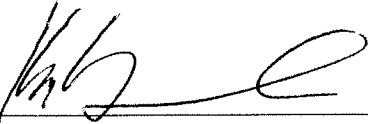
7. MISCELLANEOUS

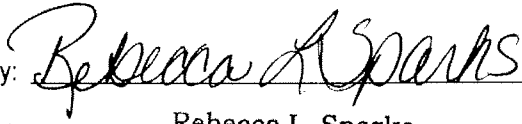
- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

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

ACD Telecom, Inc.

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

By: 

By: 

Printed: KEVIN SURGEN

Printed: Rebecca L. Sparks

Title: PRESIDENT

Title: Executive Director-Regulatory

Date: 01-25-07

Date: 1-29-07

FACILITIES-BASED OCN # 3535

ACNA AXK