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February 15, 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 ***Sixth 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,

Attachment

cc: Mr. Kevin Schoen

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of)
An Interconnection Agreement)
between ACD Telecom)
and Michigan Bell Telephone Company)
d/b/a SBC Michigan)

Case No. U- 12988

JOINT APPLICATION

AT&T Michigan¹ and ACD Telecom 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 Sixth 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 Sixth Amendment to the Agreement. The Sixth Amendment to the Agreement, fully executed as of February 12, 2007, establishes an agreed methodology for charging for collocation DC Power. A copy of the Sixth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

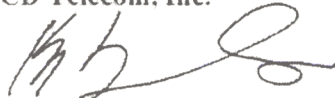
2. The Sixth Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Sixth Amendment meets all statutory criteria for Commission approval.

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.

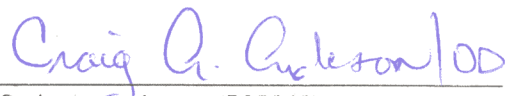
WHEREFORE, AT&T Michigan and ACD Telecom, Inc. jointly request Commission approval of the 6TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

ACD Telecom, Inc.


Name: KEVIN SINDEN
Address: 1800 N GRAND RIVER
LANSING MI 48910
Phone No: 517-999-9999

Counsel for AT&T Michigan


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

Dated: 02-01-07

FEBRUARY 15, 2007

Exhibit A
Case No. U-12988

SIXTH AMENDMENT

Executed as of February 12, 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.

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

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and ACD Telecom, Inc. ("CLEC") is dated February 12th, 2007.

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 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

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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. 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. In addition, CLEC and AT&T 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 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 and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to 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 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, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) 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), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO

Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T-Michigan shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each 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 and agree that AT&T Michigan has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by AT&T Michigan, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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.

ACD Telecom, Inc.

Signature: _____

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

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

Signature: _____

Name: _____

(Print or Type)

Title: _____

Executive Director-Regulatory

Date: _____

FACILITIES-BASED OCN # 3535

ACNA AXK

Signature: Rebecca L. Sparks
Rebecca L. Sparks