STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * *

In the matter of the formal complaint of TDS Metrocom, LLC, LDMI Telecommunications, Inc and XO Communications Services, Inc against Michigan Bell Telephone Company, d/b/a AT&T Michigan, or in the alternative, an application	)	MPSC Case No. U-14952

DIRECT TESTIMONY

OF

DAVE DUDSAK

ON BEHALF OF TDS METROCOM, LLC

Q. Would you please state your name, business affiliation and address?

A. My name is Dave Dudsak. I am the Director of Field Services for TDS Telecom and TDS Metrocom, LLC ("TDS Metrocom"). My business address is 525 Junction Road, Suite 6000, Madison, Wisconsin 53717.

Q. Would you please describe TDS Metrocom?

A. TDS Metrocom is a facilities-based competitive local exchange carrier ("CLEC") and is licensed to provide service in Michigan. TDS Metrocom provides telecommunications services, including local access services, basic access lines, analog and digital trunks for PBX and other switching equipment as well as dedicated access and private line services. In addition, we provide enhanced products and services including custom and advanced calling features, voice mail, calling cards, long distance, and high speed Internet services using DSL technology. While TDS Metrocom's primary strategy is to provide service over our facilities, we do provide a significant amount of our services to customers through the purchase of unbundled loops from Michigan Bell Telephone, Company, d/b/a AT&T Michigan ("AT&T") and also on a resale basis in AT&T's territory.

Q. Would you please describe your responsibilities as Director of Field Services for TDS Telecom and TDS Metrocom?

A. My responsibilities as Director of Field Services for TDS include providing functional leadership directly to first and second level leadership that is ensuring compliance with current TDS processes and procedures. I direct activities that are necessary for the proper installation and maintenance of all network equipment and company assets. If TDS Metrocom gains new customers who have existing service with another carrier, my teams are responsible for all network activities for the conversion. I am also responsible for all

trouble resolution within my own networks as well as any facilities that we lease from any other provider.

Q. Would you please describe your business experience and educational background?

A. My professional background includes twenty-three (23) years in the telecommunications industry. My career started in 1983 as a Surveillance Engineer at MCI Telecommunications. I also worked as a Single Side Band Microwave radio technician as well as a digital technician during the implementation of MCI's fiber optic networks. This included all activities associated with installing and maintaining the equipment and outside plant fiber optic facilities at MCI. During my time at MCI my leadership experience included managing the Transmission Systems Operations group, Northern Ohio Dispatch team, and the Cleveland Airspace when the company took over the FAA contract. I also managed MCI's entry into the CLEC market in the cities of Cleveland Ohio, Cincinnati Ohio, and Detroit Michigan. I joined TDS in 1997 and have held the lead title within Field Operations since that time. I have been responsible for the building and maintenance of all our networks, in addition to our installed customer base. I recently also assumed responsibility for the TDS Telecom ILEC networks in the same region that the CLEC operates. This includes Wisconsin, Michigan, Illinois, and Minnesota. I have a two year electronic technology degree form Electronic Technology Institute in Cleveland Ohio. I am also currently working towards obtaining my Bachelors Degree in Business Management at the University of Phoenix.

Q. **Does TDS perform its own testing of its 4-wire digital loops?**

A. Yes. TDS does employ its own testing equipment. TDS places this equipment in its collocation space for purposes of conducting its own testing activities on 4-wire digital loops (and other) circuits. There is no need for TDS to obtain testing from AT&T when it purchases a cross connect facility from AT&T. Indeed, for several years, TDS has obtained from AT&T a 4-wire cross-connect facility without ever using any DTAU facility provided by AT&T.

Q. Where does TDS deploy is testing facilities?

A. TDS employs its own DTAU equipment in its collocation sites and performs all necessary circuit testing using its own equipment. As such, TDS neither needs nor wants nor should be forced to pay for the DTAU equipment bundled with its cross-connect orders, and seeks to order cross connect facilities without AT&T's DTAU equipment having been added.

Q. Does this conclude your testimony?

A. Yes.

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * *

In the matter of the formal complaint of TDS Metrocom, LLC, LDMI Telecommunications, Inc and XO Communications Services, Inc against Michigan Bell Telephone Company, d/b/a AT&T Michigan, or in the alternative, an application	)	MPSC Case No. U-14952

DIRECT TESTIMONY OF

AUGUST H. ANKUM, PH.D.

On behalf of

TDS Metrocom, LLC, LDMI Telecommunications, Inc. and XO Communications Services, Inc.

July 7, 2006

PUBLIC VERSION
CONFIDENTIAL DATA IDENTIFIED AS **___**

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Exhibit C-1: Curriculum Vitae - Dr. August H. Ankum

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I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is Dr. August H. Ankum. I am a Senior Vice President at QSI Consulting, Inc., a consulting firm specializing in economics and telecommunications issues. My business address is 1027 Arch, Suite #304, Philadelphia, PA 19107.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I received a Ph.D. in Economics from the University of Texas at Austin in 1992, an M.A. in Economics from the University of Texas at Austin in 1987, and a B.A. in Economics from Quincy College, Illinois, in 1982.

My professional background covers work experiences in private industry and at state regulatory agencies. As a consultant, I have worked with large companies, such as AT&T, AT&T Wireless and MCI WorldCom ("MCIW"), as well as with smaller carriers, including a variety of competitive local exchange carriers ("CLECs") and wireless carriers. I have worked on many of the arbitration proceedings between new entrants and incumbent local exchange carriers ("ILECs"). Specifically, I have been involved in arbitrations between new entrants and NYNEX, Bell Atlantic, US WEST, BellSouth, Ameritech, AT&T (formerly SBC), GTE and Puerto Rico Telephone. Prior to practicing as a telecommunications consultant, I worked for MCI Telecommunications Corporation ("MCI") as a senior economist. At MCI, I provided expert witness

testimony and conducted economic analyses for internal purposes. Before I joined MCI in early 1995, I worked for Teleport Communications Group, Inc. ("TCG"), as a Manager in the Regulatory and External Affairs Division. In this capacity, I testified on behalf of TCG in proceedings concerning local exchange competition issues, such as Ameritech's Customer First proceeding in Illinois. From 1986 until early 1994, I was employed as an economist by the Public Utility Commission of Texas ("PUCT") where I worked on a variety of electric power and telecommunications issues. During my last year at the PUCT, I held the position of chief economist. Prior to joining the PUCT, I taught undergraduate courses in economics as an Assistant Instructor at the University of Texas from 1984 to 1986.

Of particular importance to the current proceeding is my extensive background in and experience with AT&T's cost models and my participation in the Commission's most recent review of AT&T's TELRIC studies in Case No. 13531. A list of proceedings in which I have filed testimony is attached hereto as Exhibit C-1.

Q. ON WHOSE BEHALF ARE YOU FILING THIS TESTIMONY?

A. This testimony is being filed on behalf of TDS Metrocom ("TDS"), LDMI Telecommunications, Inc. ("LDMI") and XO Communications Services, Inc. ("XO").

Q. PLEASE STATE THE PURPOSE OF THIS TESTIMONY.

A. AT&T is preventing CLECs, such as TDS, LDMI and XO, from ordering a simple 4-wire cross-connect[1] (for cross-connecting its 4-wire digital 1.544 Mbps UNE loops) and forces them to order a more complex service – with a significantly higher monthly recurring rate of $16.46 versus what should be $0.27. The more complex service bundles a cross-connect services for a 4-wire digital loop *with* very expensive AT&T-provided testing services that *TDS, LDMI, and XO neither wants nor needs.*

The purpose of this testimony is twofold: (a) to show why AT&T's practice is inappropriate (it is either a misapplication of the Commission approved rates or a violation of provisions prohibiting bundling); and, (b) to show that the appropriate monthly recurring charge is $0.27 (this rate is approved by the Commission in Case No. U-13531 and comparable to the rate of $0.24 approved in Case No. U-11831 and to the rates approved by other commissions in the former Ameritech region.[2])

Q. PLEASE PROVIDE AN OVERVIEW OF YOUR TESTIMONY.

A. First, I will demonstrate that AT&T is misapplying the Commission's approved rates (and cost studies) in Case No. U-13531. The rate of $16.46 that AT&T is imposing on the CLECs, as evidenced by AT&T's own cost studies, is not for a simple 4-wire cross-connect but for a DS1/LT1 cross-connect coupled with AT&T provided testing services (which TDS, LDMI and XO neither want nor need). I will demonstrate that either (a)

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[1] A cross-connect is a well established rate element and the Commission has approved rates for cross connects ever since the Act of 96.

[2] Indiana $0.36; Ohio $0.46; Illinois $0.43; Wisconsin $0.52. These are the monthly recurring rates included in TDS' ICA with AT&T in those states.

AT&T is misapplying the Commission approved rates or (b) AT&T is engaging in inappropriate bundling.

I will also demonstrate that if AT&T insists that the CLECs purchase the bundled cross-connect with testing (in lieu of a simple 4-wire cross-connect facility), AT&T's requirement is at odds with provisions in the Michigan Telecommunications Act ("MTA") and the federal Telecommunications Act of 1996 ("Act of 96") that explicitly prohibit unreasonable bundling. I also present previous findings by the Texas PUC, going back as far as 1997, addressing this very issue. Therein, the Texas PUC found that such testing, as part of the cross-connect services, should be *optional* since CLECs are capable of doing this testing themselves.

Further, I will demonstrate, using AT&T's own cost study from Case No. U-13531, that this test equipment which AT&T has unilaterally chosen to bundle with its simple 4-wire cross-connect facility dramatically increases the price for the 4-wire cross-connect though it provides no benefit for CLECs, such as TDS who manage their own testing needs.[3] The dramatic price increase resulting from the addition of this testing equipment substantially increases the costs to CLECs using UNEs to compete for digital (1.544 Mbps) level services in Michigan. I will also discuss that AT&T has been explicitly prohibited from engaging in this same type of bundling in other jurisdictions and should not be allowed to engage in it here in Michigan.

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[3] There may be some CLECs who prefer to order cross-connects together with AT&T's testing services; as will be discussed, for those CLECs, the testing services should be optional, as it is in, say, Texas.

Last, if TDS, LDMI and XO are not allowed to order the existing 4-wire cross-connect facility at the Commission approved rate of $0.27, then a separate DS1/LT1 cross-connect facility rate, unbundled from the unnecessary testing equipment, should be established for that purpose. I construct that unbundled rate simply by eliminating from the AT&T cost studies filed in Case No. U-13531 (for the specialized DS1/LT1 cross-connect and testing) the costs associated with testing (no other adjustments are made to the studies.)

In a separate piece of testimony, Mr. Sidney L. Morrison discusses the technical aspects of this issue. He explains the testing process for digital circuits and demonstrates that facilities-based CLECs can and generally do perform this testing themselves and do not require AT&T to do it for them (nor in most circumstances would they chose to have AT&T do it for them). Both Mr. Morrison and I demonstrate that the approach taken by the Texas Commission relative to this issue, i.e., making the addition of the test equipment an optional "add-on" functionality, best meets the engineering and economic needs of the CLECs and best comports with the unbundling rules found in the MTA and Act of 96.

Q. PLEASE STATE YOUR RECOMMENDATIONS.

A. AT&T's decision to assess its bundled "DS1/LT1" cross-connect rate, instead of its simple 4-wire cross-connect rate, is a misapplication of its rates most recently approved by the Commission in Case No. U-13531. Nothing in the Commission's past decisions

allows AT&T to require CLECs to purchase a cross-connect *with bundled* testing facilities. The Commission has approved a simple 4-wire cross connect rate (of $0.27 per month) that CLECs would use in provisioning its 4-wire digital (1.544 Mbps) circuits but for AT&T's refusal to provide it for that purpose. TDS, LDMI and XO do not require the additional testing capabilities inherent in the specialized DS1/LT1 cross-connect (at $16.42 per month) and should not have to pay for functions it does not use or want. The Commission should find that AT&T's bundling of distinct services and functionalities (i.e., testing bundled with a cross connect) is inappropriate and, from an economic perspective, be viewed as a strategy intended to raise rivals' costs. The following facts are difficult to ignore in this regard:

(a) The entire $16.46 monthly recurring charges for the DS1/LT1 cross connect is associated with the costs of the DTAU (Digital Test Access Unit).

(b) The 4-wire cross connects AT&T offered prior to Case No. U-13531 (based on cost studies from Case No. U-11831) for the 4-wire digital (1.544 Mbps) circuits did not include a DTAU or expenses associated with a DTAU.

(c) This testing access point is exactly the type of equipment the Texas Commission ordered AT&T to remove for CLECs who choose to order cross-connect facilities without testing (for a substantially reduced rate).

(d) CLECs can, and do, this same type of testing themselves without the need for SBC to include a test access point in the circuit.

(e) The MTA and the Act of 96 prohibit ILECs from unreasonably bundling together unique features and functions of the network in an attempt to require competitors to purchase components they do not need and raise their costs.

In view of this, my recommendations are as follows. First, I recommend that the Commission mandate that AT&T permit CLECs to order a simple 4-wire cross-connect

without testing under the Commission approved rate of $0.27 established in Case No. U-13531.

In the alternative, I recommend that the Commission further "undbundle" AT&T's DS1/LT1 cross connection and adopt the following monthly recurring charges ("RCs"):

DS1 cross-connect monthly recurring charge *without testing*	$0.00
DS1 cross-connect monthly recurring charge *with testing*	$16.42

This new DS1 cross connect monthly recurring charge would be without testing and is based on AT&T's compliance studies in Case No. U-13531. I have made *no adjustments* to those studies other than to simply eliminate the costs AT&T included in the studies for the test equipment. A complete description of my revisions and a copy of the revised study can be found with this testimony as Exhibit C-2.

II. AT&T IS PREVENTING CLECS FROM ORDERING A SIMPLE 4-WIRE CROSS-CONNECT

A. DOES AT&T PREVENT CLECS FROM ORDERING SIMPLE 4-WIRE CROSS-CONNECTS?

A. Yes. As set forth in the testimony of Mr. Rod Cox, for example, TDS has had ongoing communications with AT&T wherein TDS has requested the ability to use the simple 4-wire cross connect for purposes of provisioning its unbundled 4-wire digital (1.544 Mbps) circuits. I am likewise informed that AT&T has provided no means by which CLECs can use the simple 4-wire cross connect, but insists that CLECs must use the

expensive DS1/LT1 cross connect, which includes substantial investments related to testing (a functionality TDS, LDMI and XO neither want nor need).

Q. IS AT&T'S PRACTICE PROBLEMATIC?

A. Absolutely. In order to effectively compete for customers that need 4-wire digital (1.544 Mbps) level services in Michigan, TDS, LDMI and XO order 4-wire digital (1.544 Mbps) UNE loops from AT&T. Those 4-wire digital (1.544 Mbps) level UNE loops, however, need to be cross-connected to the CLECs' facilities in their collocations; for this the CLECs need a simple 4-wire cross-connect from AT&T. All of this is rudimentary and has been part and parcel of the telecommunications industry since the Act of 96 was passed. Yet, ever since the completion of Case No. U-13531, AT&T is denying CLECs the ability to order those simple cross-connects.

Q. INSTEAD OF OFFERING THE CLECS SIMPLE CROSS-CONNECTS, IS AT&T FORCING THE CLECS TO OBTAIN A MORE COMPLEX SERVICE?

A. Yes. Instead of allowing TDS, LDMI and XO to obtain simple 4-wire cross connects capable of supporting its unbundled 4-wire digital (1.544 Mbps) services, soon after the rates from Case No. U-13531 went into effect. AT&T began assessing its much higher DS1/LT1 cross-connect fee for all TDS, LDMI and XO orders relative to 4-wire cross connects for 4-wire digital (1.544 Mbps) UNE loops. As discussed above, this more complex service bundles the simple cross connect with very expensive AT&T provided testing services that increase the costs to these CLECs by over *6000 percent*. (In separate sections below I will discuss the cost studies showing that the cost increases are

exclusively related to the AT&T provided testing services. I also discuss that CLECs neither want nor needs AT&T's testing services.)

Q. DOES AT&T'S REFUSAL TO OFFER SIMPLE CROSS CONNECTS INCREASE THE CLECS' COSTS?

A. Yes. The table below compares the rates approved in Case Nos. U-13531 and U-11831.

	AIT ICA Rate U-11831	AT&T Compliance Filing U-13531	% Difference from U-11831 (+/-)
2-Wire	$0.13	$0.13	0.00%
4-Wire	$0.25	$0.27	8.00%
6-Wire	$0.38	$0.40	5.26%
8-Wire	$0.50	$0.54	8.00%
DS1/LT1	***$0.27***	***$16.46***	***5996.30%***
DS3/LT3	$1.15	n/a	

As discussed in more detail below, this 6000% increase is entirely caused by AT&T's inclusion of expensive testing facilities that TDS, LDMI AND XO neither want nor need.

Q. DOES A COMPARISON TO RATES IN NEIGHBORING STATES DEMONSTRATE THAT RATES IN MICHIGAN ARE AN OUTLIER, CAUSED BY THE INCLUSION OF THE TESTING EQUIPMENT?

A. Yes. The table below shows approved recurring monthly rates for DS1 level cross-connects across the former Ameritech region. They all are roughly comparable, except for the new DS1/LT1 rate in Michigan – the old rate, approved in Case No. U-11831 was in line with those in other states.

STATE		Recurring Monthly Charges DS1 level Cross Connect
Indiana[4]	$	0.36
Ohio[5]	$	0.40
Illinois[6]	$	0.43
Wisconsin[7]	$	0.52
Michigan[8]	***$***	***16.46***

It is important to note that I am providing this table simply to further demonstrate that AT&T is offering a specialized DS1/LT1 cross-connect service that has bundled testing services in Michigan. As a result, AT&T is able to impose on competitors, such as TDS, LDMI and XO, costs for cross connects that are much higher than in surrounding states.[9]

Q. ARE YOU SUGGESTING THAT THE COMMISSION APPROVED A DS1/LT1 CROSS CONNECT RATE IN CASE NO. U-13531 THAT IS TOO HIGH?

A. No. I am simply demonstrating that when the Commission approved the rate for the DS1/LT1 cross connect it approved a rate for a *bundled* service (cross connect plus testing) – it did not approve the rate of $16.46 to be applied for a simple 4-wire cross connect for 4-wire digital (1.544 Mbps) UNE loops. It is the latter, a simple 4-wire cross connect, that TDS, LDMI and XO want and need and which AT&T is refusing to provide.

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[4] TDS' ICA with AT&T in Indiana.
[5] TDS' ICA with AT&T in Ohio.
[6] TDS' ICA with AT&T in Illinois.
[7] TDS' ICA with AT&T in Wisconsin.
[8] TDS' ICA with AT&T in Michigan.
[9] It is important to note that I am not attacking the development of the Commission approved rate itself.

Q. YOU NOTE ABOVE, AS WELL AS ELSEWHERE, THAT AT&T IS MISAPPLYING THE COMMISSION APPROVED COST STUDIES AND RATES IN CASE U-13531. WOULD YOU PLEASE EXPLAIN?

A. Yes. In Case No. U-11831, the Commission had approved a monthly recurring rate of $0.27 for a simple 4-wire cross-connect to be used with a 4-wire digital (1.544 Mbps) UNE loop. Looking at the rates approved by the Commission in Case No. U-13531 (see table below), the question is: *which one of those approved UNEs is for the simple 4-wire cross-connect?*

	AT&T Compliance Filing U-13531	**% Difference from U-11831 (+/-)**
2-Wire	$0.13	0.00%
4-Wire	$0.27	8.00%
6-Wire	$0.40	5.26%
8-Wire	$0.54	8.00%
DS1/LT1	***$16.46***	***5996.30%***
DS3/LT3	n/a	

As discussed in more detail by Mr. Morrison, a simple cross-connect for a 4-wire digital (1.544 Mbps) UNE loop generally takes *4 wires* – it does not require AT&T testing or DTAU test equipment (I will presently demonstrate that the DTAU and associated jacks are included in the DS1/LT1 cross-connects and are virtually exclusively responsible for the increased cost relative to the 4-wire offering.) That is, the DS1/LT1 is not the simple 4-wire cross connect that CLECs need and have been able to order since the passage of the Act of 96. That leaves the 4-Wire cross-connect element (see above) rated at $0.27, the same rate as approved in Case U-11831.

Q. BUT, THE TABLE INDICATES THAT THE RATE OF $16.46 IS FOR A DS1/LT1; DOES THAT NOT MEAN IT IS FOR A DS1 CROSS-CONNECT?

A. No. In a separate section below, I conclusively demonstrate that rate of $16.46 is for a bundle of network elements: 1) a DS1 cross-connect, and 2) AT&T provided testing services. That is, the rate of $16.46 is not for a simple 4-wire cross-connect.

Q. DOES AT&T'S USE OF USOCs CLARIFY THE ISSUE?

A. No. The Commission approves rates and cost studies – it does not approve USOCs.[10] The USOCs are assigned under the sole discretion of AT&T. In fact, the Commission's order approving the pricing appendix required to be adopted by all CLECs did not contain USOCs.[11]

Q. DO THE COST STUDIES FROM CASE NO. U-13531 CLARIFY THE ISSUE?

A. Only in part. The cost studies show conclusively that the DS1/LT1 rate of $16.46, which AT&T forces onto CLECs, *is not for simple 4-wire cross connects*. (I discuss this in more detail below.)

Q. WHICH ONE OF THE COMMISSION APPROVED RATES DO YOU BELIEVE SHOULD BE APPLIED TO A CLEC WHO DOES NOT REQUIRE THE TESTING INHERENT IN THE DS1/LT1 RATE?

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[10] USOC refers to "Uniform Service Order Code."
[11] January 25, 2005, Opinion and Order in U-13531, Exhibit A.

A. Of the Commission approved rates, I believe that the most appropriate one is the 4-Wire rate of $0.27. This is in line with the rates for simple 4-wire cross connects to be used with 4-wire digital (1.544 Mbps) UNE loops of surrounding states (the former Ameritech states); it is also comparable to the Commission approved rate in Case No. U-11831. Further, as Mr. Morrison describes, TDS, LDMI and XO needs only a simple 4-wire cross connect since it does not require AT&T's testing functionality. Indeed, it is my understanding that it is the 4-wire cross-connect service that CLECs, such as TDS, believe they have always ordered and used.

Alternatively, as I discuss below, the Commission could order AT&T to unbundle the DS1/LT1 cross-connect offering and strip out all equipment and costs *associated with the expensive AT&T provided testing services*. The result would be a simple 4-wire cross-connect at a monthly recurring rate of $0.00. ($0.00 is the monthly recurring rate at which AT&T offers the simple 4-wire cross connect in Texas — see discussion below.)

Q. TO SUM UP THE ISSUE, HAS, FOR EXAMPLE, TDS IN FACT TRIED TO OBTAIN SIMPLE 4-WIRE CROSS CONNECTS FROM AT&T?

A. Yes. As explained in the testimony of Mr. Rod Cox, TDS has tried to obtain simple 4-wire cross connects to be used with the 4-wire digital (1.544 Mbps) UNE loops. AT&T, however, has not provided a process to order the simple 4-wire cross connect and, instead, provisions the expensive DS1/LT1 cross connects bundled with the unwanted testing services.

Q. ARE THERE OTHER PROCESSES FOR CLECS TO REQUEST AND OBTAIN A SIMPLE 4-WIRE CROSS CONNECT?

A. Potentially. Absent relief pursuant to this action, it seems that the only way AT&T will provide a simple 4-wire cross-connect if the CLECs follow AT&T's expensive and time consuming BFR (Bona Fide Request) process -- *with no assurance that even that process will generate the desired results*. Ten years after the passage of the Act of 96, TDS, LDMI and XO now have to resort to a BFR process to get what quite possibly is the most simple network element: a 4 wire cross connect for a 4-wire digital (1.544 Mbps) UNE loops.[12] This is wrong and, unless the Commission stops AT&T, does not bode well for competition in the state of Michigan. Yet, as testified by Mr. Rod Cox, TDS' recent BFR request for has been rejected by AT&T.

III. THE DS1/LT1 CROSS CONNECT CHARGES APPROVED IN U-13531 ARE FORMED LARGELY BY THE DTAU TEST UNIT

Q. IS THE DIFFERENCE IN COST BETWEEN THE PRIOR 4-WIRE CROSS CONNECT (FOR 4-WIRE DIGITAL 1.544 MBPS UNE LOOPS) AND THE NEW DS1/LT1 CROSS CONNECT ATTRIBUTABLE TO THE DTAU TEST UNIT?

A. Yes. AT&T's cost study description relative to the new DS1/LT1 cross connect approved in Case No. U-13531 makes this point.[13] The purpose of AT&T's cost study is described as:

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[12] TDS filed a BFR for a simple 4-wire cross connect on June 14, 2006 and it was rejected on June 29, 2006.
[13] AT&T Michigan, Case No. U-13531, Unbundled Network Element, Cross-Connects, TELRIC Study 2002 – 2005 October, embedded document Tab 1.0, 2002, Tab 1.0, Page 14 of 41.

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Also included in AT&T's cost study description is a diagram that details the facilities in AT&T's study; specifically it identifies the DTAU:

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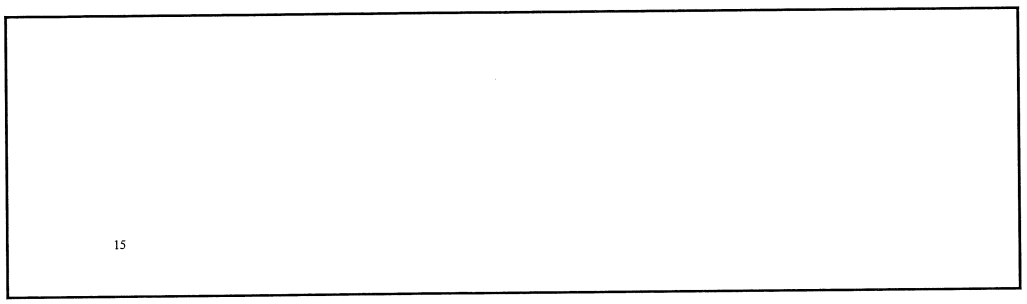
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Q. DOES THE DS1/LT1 CROSS-CONNECT STUDY IN FACT SHOW THAT THE RECURRING COSTS ARE ASSOCIATED WITH THE DTAU TEST UNIT?

A. Yes. The costs study itself also demonstrates that the recurring costs of the DS1/LT1 cross-connect are exclusively associated with the DTAU; the study explicitly states **

** Further, the study calculations show that approximately **___** of total cross-connect investments (and associated expenses) are generated via the DTAU and the remaining investments (and expenses) are associated with the DS1 jacks, which are also eliminated when the DTAU is removed.[14]

**



[15]

**

In standard fashion, these unit costs are subsequently transformed into monthly recurring costs after the application of 357c *Hardware In place factor*, including power, and land and building factors and dividing the costs by 12. The result is a monthly cost of **___.** After applying the mark-ups for shared and common costs the result is the rate of $16.46.

It is important to note that all these recurring costs are associated with the DTAU. In other words, if the DTAU were removed for those CLECs who chose not to use it, all of this equipment would be unnecessary for a simple cross-connect without

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[14] AT&T Michigan, Case No. U-13531, Unbundled Network Element, Cross-Connects, Total Element Long Run Incremental Cost (TELRIC) Study 2002 – 2005 October, embedded document Tab 7.0, 2002, Tab Run2950_Unit Inv.

[15] **

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testing. Because CLECs can do this testing themselves, the costs associated with the testing service should be eliminated for those CLECs who choose to undertake their own testing (which eliminates any need for an AT&T provided DTAU.)

IV. THE DTAU IS A GENERIC AND GENERALLY AVAILABLE TESTING DEVICE – CLECS DO THIS TESTING THEMSELVES

Q. PLEASE DISCUSS THE DTAU THAT AT&T INCLUDES IN ITS DS1/LT1 CROSS-CONNECT STUDY.

A. The term "Digital Test Access Unit" (DTAU) is a generic term used to refer to a type of testing equipment that allows testing from multiple network element platforms and supported by OSS systems and features. A single channel or all channels of a DS0/DS1 service can be tested with this type of equipment. Mr. Morrison discusses the testing and the DTAU in more detail.

Q. CAN AND DO CLECS PERFORM THESE TYPES OF TESTS THEMSELVES?

A. Yes. Because this is a broad category of equipment commonly available and relied upon by both ILECs and CLECs, the CLEC is fully capable of obtaining and deploying this type of equipment for its own remote testing capability. In fact, TDS, LDMI and XO use this type of equipment to provide their own testing functionality from either collocation spaces or from their own switch sites. This issue is discussed in more detail by Mr. Morrison.

Q. GIVEN THAT CLECS CAN PERFORM THIS TYPE OF TESTING THEMSELVES, IS THERE A JUSTIFICATION FOR AT&T TO BUNDLE THIS EXPENSIVE SERVICE WITH THE CROSS-CONNECT SERVICE OFFERING – THEREBY FORCING CLECS TO USE THE AT&T EQUIPMENT?

A. No. There is no need to impose additional – and redundant – testing costs on CLECs by *bundling the testing functions with simple cross-connect services and facilities*. A cross connect and the DTAU or testing are two separate and distinct network elements and functionalities and they should be unbundled from one another and provided separately.

As is discussed below, in Texas, AT&T has, per an Order of the Texas PUC, offered cross-connects with and without the testing capabilities described above since 1997. As such, there can be no argument that offering a 4-wire cross connect without testing is technically feasible.

V. THE DS1 CROSS CONNECT IN CASE NO. U-11831 DID NOT INCLUDE A DTAU TEST UNIT

Q. DID AT&T INCLUDE THE DTAU IN PREVIOUS COST STUDIES?

A. No. AT&T in its compliance study in Case No. U-11831 did not include the DTAU test unit in the $0.25 cross connect to be used with 4-wire digital (1.544 Mbps) UNE loops.

Q. WAS THE CROSS CONNECT OFFERED BY AT&T PRIOR TO CASE NO. U-13531 PRECISELY THE FUNCTIONALITY THAT TDS, LDMI AND XO NEED AND WANT?

A. Yes. In Case No. U-11831, the cost study was for a simple 4-wire cross-connect to be used with 4-wire digital (1.544 Mbps) UNE loops – exactly what TDS, LDMI and XO need and want but, apparently, can no longer get from AT&T after Case No. U-13531.

VI. AT&T'S BUNDLING PRACTICES ARE AT ODDS WITH PROVISIONS IN THE MTA AND THE ACT OF 96

Q. ARE AT&T'S BUNDLING PRACTICES AT ODDS WITH THE PROVISIONS OF THE MTA?

A. Yes. The MTA contains explicit provisions that prohibit this type of bundling. Specifically, Section 305m of the MTA prohibits AT&T from "bundl[ing] *unwanted* services or products for sale or lease to another provider." MCL 484.2305m. (Emphasis added.) Clearly, since TDS, LDMI and XO neither need nor want AT&T's testing services, AT&T's practices are precisely the type of bundling that the MTA appears to prohibit.

Q. ARE AT&T'S BUNDLING PRACTICES ALSO AT ODDS WITH THE PROVISIONS OF THE FEDERAL ACT OF 96?

A. Yes. Sections 251 and 252 of the Act of 96 require AT&T to provide to CLECs, such as TDS, LDMI and XO, certain network elements. Importantly, 47 C.F.R. §51.307(e) requires AT&T to provide each network element separately for a separate charge. Specifically, 47 C.F.R. §51.307(d) provides:

> An incumbent LEC shall provide a requesting telecommunications carrier access to the facility or functionality of a requested network

element separate from access to the facility or functionality of other network elements, for a separate charge.

AT&T's practice of bundling the 4-wire cross connect with the testing services appears to be directly at odds with this important provision.

Q. IS IT POSSIBLE FOR CLECS TO USE UNBUNDLED DIGITAL LOOPS WITHOUT CROSS CONNECTS?

A. No. A cross connect is a necessary element without which CLECs cannot use AT&T's digital (1.544 Mbps) UNE loops (or, for that matter, any unbundled UNE loops.) For this reason, the Commission should ensure that AT&T does not exploit its market power with respect to this essential network element (the cross connect) by bundling it with unnecessary and expensive testing equipment and services.

VII. THE TEXAS PUC HAS ORDERED AT&T TO OFFER CROSS CONNECTS WITH OPTIONAL TESTING

Q. DID THE TEXAS PUC ORDER AT&T TO OFFER TESTING AND CROSS-CONNECT SERVICES ON AN UNBUNDLED BASIS?

A. Yes. As of 1997, the Texas PUC, per its first arbitration award, has required AT&T to permit CLECs to do their own testing for loops.[16] That early finding by the Texas PUC is still in effect.

[16] Texas PUC, SW Bell/Multiple, 11/7/96 – Award, Arbitration Award Consolidated Docket Nos. 16189, 16196, 16226, 16285, and 16290 November 7, 1996.

In its first arbitration award, the Texas PUC found the following:[17]

> **UNBUNDLED ELEMENTS**
> 1.SWBT must provide access to the following unbundled network elements without restriction. LSPs [local service providers[18]] may not be required to own or control any of their own local exchange facilities before they can purchase or use unbundled elements to provide a telecommunications service. (1) local loop; (2) network interface devices; (3)local switching; (4) tandem switching; (5) interoffice transport; (6) signaling and call-related databases; (7) operations support systems; (8) operator services and directory assistance; and (9) cross-connect from SWBT main distribution frame (MDF) to an LSP's collocation space. ***SWBT must offer unbundled local loops with and without automated testing and monitoring services.*** If an LSP uses its own testing and monitoring services, SWBT still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

Echoing the Texas PUC's findings, the pertinent sections in the Texas T2A—AT&T's generic interconnection agreement) state the following as to the availability of optional testing:

11.0 <u>Cross-connects</u>

11.1 The cross connect is the media between the SWBT distribution frame and an CLEC designated collocated space or other SWBT unbundled network elements purchased by CLEC.

11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. SWBT will charge CLEC the appropriate rate as shown on Appendix Pricing4 UNE - Schedule of Prices labeled ***"Loop Cross Connects with Testing"*** and ***"Loop Cross Connects without Testing"***. The applicable cross connects are as follows:

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[17] *Id.*
[18] In Texas, LSPs are the competitive local exchange providers that "may petition a State commission to arbitrate any open issues" under FTA96§251(b)(1).

1. Cross connect to DCS
2. Cross connect to Multiplexer/Interoffice
3. Cross connect to Collocation
4. Cross connect to Switch Port

11.3 ***Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability.*** If CLEC uses its own testing and monitoring services, SWBT will treat CLEC test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When CLEC orders a switch port, or local loop and switch port in combination, SWBT will, at CLEC's request, provide automated loop testing through the Local Switch rather than install a loop test point.

Per the T2A's Appendix Pricing UNE - Schedule of Prices, the applicable cross connects charges are as shown below, demonstrating that the costs are greatly increased when testing capabilities are included. (It is also apparent that AT&T Michigan's cross-connect charges are significantly higher than those in Texas.)

Loop Cross Connects	**MONTHLY RATE**
Analog Loop to Collo 2W (same CO)	$0.24
Analog Loop to Collo 2W w/o testing (same CO)	*$0*
Analog Loop to Collo 4W (same CO)	$2.49
Analog Loop to Collo 4W w/o testing (same CO)	*$0*
Digital Loop to Collo 2W (same CO)	$1.24
Digital Loop to Collo 2W w/o testing (same CO)	*$0*
Digital Loop to Collo 4W (same CO)	$6.67
Digital Loop to Collo 4W w/o testing (same CO)	*$0*

It is important to note that the recurring charges for cross connects to be used with a 4-wire digital (1.544 Mbps) UNE loop without testing are $0.00.

VIII. THE DRAMATIC RATE INCREASE FOR 4-WIRE CROSS-CONNECTS SUBSTANTIALLY DISTORTS THE MARKET

Q. DOES THE DRAMATIC INCREASE IN CROSS CONNECT COSTS SIGNIFICANTLY IMPACT THE OVERALL COSTS TO CLECS OF COMPETING FOR DIGITAL (1.544 MBPS) LEVEL SERVICES?

A. Yes. The fact that CLECs can no longer obtain a simple 4-wire cross connect has increased the CLECs' recurring costs for competing in the market for digital (1.544 Mbps) services significantly, ranging from *31 percent* in Access Area C to *40 percent* in Access Area A. (See table below)

Element (Digital Loops)	Recurring Monthly Costs to CLECs (1.544 Mbps loop[19] + Cross Connect)	Increase in cross-connect rate ($16.46 - $0.27 = $16.22)	% Increase in Recurring Monthly Costs to CLECs
	(a)	(b)	(b)/(a)
4 W Digital - Area A	$40.92	$16.22	40%
4 W Digital - Area B	$44.28	$16.22	37%
4 W Digital - Area C	$51.98	$16.22	31%

Obviously, AT&T's bundling practices – and the refusal to offer a simple 4-wire cross connect – are an anti-competitive attempt to artificially raise CLECs' costs of doing business.

[19] The digital (1.544 Mbps) UNE loop rates are $40.65, $44.01, and $51.71 for Access Areas A though C, respectively. The 4-wire cross connect recurring rate in Case No. U-11831 was $0.27.

Q. GIVEN THAT THE 4-WIRE CROSS CONNECT IS SUCH A TINY COMPONENT OF THE OVERALL SERVICE, DOES IT MAKE SENSE FOR THE COMMISSION TO PERMIT AT&T TO USE IT TO DRAMATICALLY INCREASE THE CLECS' COSTS?

A. No; it's the tail wagging the dog. The 4-wire cross connect is one of the simplest components of the network and should cost very little on a recurring basis. *It is basically just four wires!* Yet, by means of strategically bundling this simple (and from a cost perspective nearly trivial) component with expensive testing services, AT&T is able to increase CLECs' costs associated with the digital 1.544 Mbps UNE loops by over 30 percent. There is no good reason to permit AT&T to gain an artificial advantage over its competitors in this manner. In fact, as demonstrated above, AT&T's practices appear to be at odds with state and federal law, explicitly prohibiting such bundling activities.

IX. 4-WIRE CROSS CONNECT WITHOUT TESTING: RECALCULATED RATES

Q. IS THERE A SIMPLE AND REASONABLE WAY TO SOLVE THIS BUNDLING PROBLEM?

A. Yes, there is. First, the Commission should simply require AT&T to charge the simple 4-wire cross connect fee as established in U-13531 which is $0.27 per month. Another alternative to solve the bundling problem is for the Commission to order AT&T to offer the DS1/LT1 cross connect optionally at rates that reflect the service with or without testing. This is exactly the manner by which the Texas Commission previously required

SBC to offer the service and is a manner that serves both the interests of the CLECs and SBC. Under this scenario, if SBC must incur costs associated with placing the testing unit, it is allowed to recover its costs. However, when CLECs want to undertake their own testing and do not require this equipment, SBC need not place the equipment and incur costs in doing so and, likewise, CLECs need not pay for it.

Q. IS IT POSSIBLE TO RECALCULATE THE COST OF A DS1/LT1 CROSS CONNECT WITHOUT TESTING, USING AT&T'S COMPLIANCE STUDY FROM Case NO. U-13531?

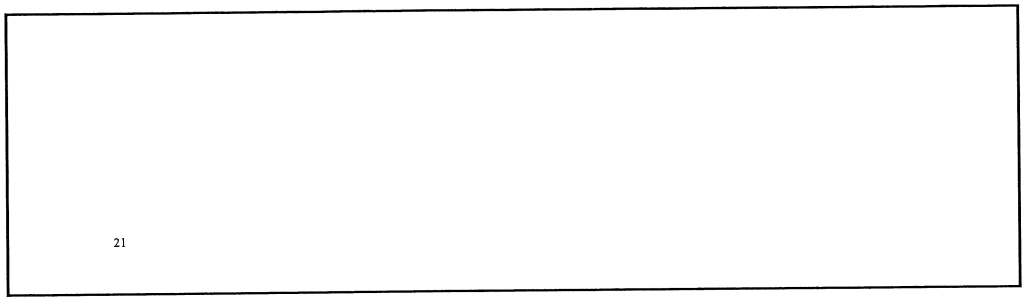
A. Yes. In Case No. U-13531, AT&T filed its compliance study supporting the recurring rates for cross connects. The study for the DS1/LT1 cross connect can readily be used to recalculate a recurring rate for the DS1 cross connect without testing. All that is required is to eliminate from AT&T's compliance study the investments associated with the test unit, the DTAU.

Q. SPECIFICALLY, WHICH INVESTMENTS HAVE YOU ELIMINATED FROM AT&T'S COMPLIANCE STUDY?

A. There are three pieces of equipment that need to be eliminated. They are the following:[20]

**

[20] AT&T Michigan, Case No. U-13531, Unbundled Network Element, Cross-Connects, Total Element Long Run Incremental Cost (TELRIC) Study 2002 – 2005 October, embedded document Tab 7.0, 2002, Tab Run2950_Unit Inv.



[21]

** That is, the investments that have to be set at $0.00 are those for the (1) DS1 Jacks (there are two), (2) DTAU (hardwired), and (3) DTAU Plug-in.[22] All three components are associated with testing and are not needed for the cross-connect service itself.

Q. WITH THIS SINGLE CHANGE MADE TO THE CROSS-CONNECT STUDY, WHAT IS THE RECURRING RATE FOR THE DS1 CROSS CONNECT WITHOUT TESTING?

A. Entering $0.00 for the above components in the cross-connect study results in a DS1 cross connect without testing recurring monthly rate of $0.00.

[21] **
**

[22] Operationally, this amounts to setting the costs associated with the testing equipment at $0.00 in Tab 7 of the cross connect study; see AT&T Michigan, Case No. U-13531, Unbundled Network Element, Cross-Connects, Total Element Long Run Incremental Cost (TELRIC) Study 2002 – 2005 October.

X. CONCLUSION

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. When a CLEC seeks to cross connect a 4-wire digital (1.544 Mbps) UNE loop, the Commission should require AT&T to only impose the monthly recurring charge of $0.27, based on the 4 wire cross connect rate already approved in Case No. U-13531. Given that CLECs are capable of doing their own testing for digital (1.544 Mbps) circuits facilities, they should not be forced to obtain cross connect services bundled with unwanted testing. At most, AT&T provided testing should be optional, as it is in Texas.

Alternatively, the Commission could set a rate for DS1/LT1 without testing at $0.00, based on AT&T's compliance study for cross connects, this would be the costs with the onerous testing services (and the associated costs) eliminated. The monthly recurring charge for the DS1/LT1 with testing would remain as is.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

EXHIBIT C-1

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QSI Consulting, Inc.
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Regulatory and External Affairs Division
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Testimony Profile

Before the New York Public Service Commission

Case Nos. 95-C-0657, 94-C-0095, and 91-C-1174 — July, 1996
Commission Investigation into Resale, Universal Service and Link and Port Pricing
On behalf of MCI Telecommunications Corporation

Case No. 99-C-0529 — *July, 1999*
In the Matter of Proceeding on the Motion of the Commission to Reexamine Reciprocal Compensation
On Behalf Of Cablevision LightPath, Inc.
Direct

Case No. 98-C-1357 — October, 1999
Proceeding on the Motion of the Commission to Examine New York Telephone Company's Rates for Unbundled Network Elements
On behalf of Corecomm New York, Inc.
Direct

Case No. 98-C-1357 — June, 2000
Proceeding on Motion of the Commission to Examine New York Telephone Company's Rates for Unbundled Network Elements
On behalf of MCIWorldCom
Direct

Before the California Public Utilities Commission

Consolidated dockets — February, 2003
Joint Application of AT&T Communications of California, Inc. (U 5002 C) and WorldCom, Inc. for the Commission to Reexamine the Recurring Costs and Prices of Unbundled Switching in Its First Annual Review of Unbundled Network Element Costs Pursuant to Ordering Paragraph 11 of D.99-11-050
On behalf of AT&T and MCI
Reply

Before the Connecticut Department of Public Utility Control

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DPUC Investigation of Intrastate Carrier Access Charges
On behalf of AT&T and MCI
Rebuttal

Before the Florida Public Utilities Commission

Docket No. 990649B-TP — January, 2002
Investigation into Pricing of Unbundled Network Elements
On behalf of AT&T Communications of the Southern States, Inc., MCImetro Access Transmission Services, LLC & MCI WorldCom Communications, Inc., and Florida Digital Network, Inc. (collectively called the "ALEC Coalition")

Testimony Profile

Before the New Jersey Board of Public Utilities

May,2000

Petition of Focal Communications Corporation of New Jersey for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Bell Atlantic
On behalf of Focal Communications Corporation of New Jersey

Docket No. TO00060356 June, 2000
In the Matter of the Board's Review of Unbundled Network Elements Rates, Terms and Conditions of Bell Atlantic-New Jersey, Inc.
On behalf of WorldCom, Inc.

Before the Delaware Public Service Commission

PSC Docket No. 00-025 May, 2000
Petition of Focal Communications Corporation of Pennsylvania for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Bell Atlantic – Delaware, Inc.
On behalf of Focal Communications Corporation of Pennsylvania
Direct

Before the Public Utility Commission of Texas

Docket No. 7790 June, 1998
Petition of the General Counsel for an Evidentiary Proceeding to Determine Market Dominance
On behalf of the Public Utility Commission of Texas
Direct

Docket No. 8665 July, 1989
Application of Southwestern Bell Telephone Company for Revisions to the Customer Specific Pricing Plan Tariff
On behalf of the Public Utility Commission of Texas
Direct

Docket No. 8478 August, 1989
Application of Southwestern Bell Telephone Company to Amend Its Existing Customer Specific Pricing Plan Tariff: As It Relates to Local Exchange Access through Integrated Voice/Data Multiplexers
On behalf of the Public Utility Commission of Texas
Direct

Docket No. 8672 September, 1989
Application of Southwestern Bell Telephone Company to Provide Custom Service to Specific Customers
On behalf of the Public Utility Commission of Texas
Direct

Testimony Profile

Docket No. 8585 — October, 1989
Inquiry of the General Counsel into the Reasonableness of the Rates and Services of Southwestern Bell Telephone Company
On behalf of the Public Utility Commission of Texas
Direct

Docket No. 9301 — June, 1990
Southwestern Bell Telephone Company Application to Declare the Service Market for CO LAN Service to Be Subject to Significant Competition
On behalf of the Public Utility Commission of Texas
Direct

Docket No. 10382 — September, 1991
Petition of Southwestern Bell Telephone Company for Authority to Change Rates
On behalf of the Public Utility Commission of Texas
Direct

Docket No. 14658 — January, 1996
Application of Southwestern Bell Telephone Company, GTE Southwest, Inc., and Contel of Texas, Inc., for Approval of Flat-Rated Local Exchange Resale Tariffs Pursuant to PURA 1995 Section 3.2532
On behalf of the Office of Public Utility Counsel of Texas

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Consl. Docket Nos. 16226 and 16285 — September, 1997
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On behalf of AT&T and MCI

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On behalf of Taylor Communications

Docket No. 25834 — June, 2002
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On behalf of AT&T and MCIMetro
Direct and Rebuttal

Testimony Profile

Before the Iowa Department of Commerce Utilities Board

Docket No: RPU – 00 – 01 — July, 2000
US West Communications, Inc.
On behalf of McLeodUSA
Direct

Before the Illinois Commerce Commission

Docket No. 94-0048 — September, 1994
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On behalf of Teleport Communications Group, Inc.

Docket No. 94-0096 — September, 1994
Proposed Introduction of a Trial of Ameritech's Customer First Plan in Illinois
On behalf of Teleport Communications Group, Inc.

Docket No. 94-0117 — September, 1994
Addendum to Proposed Introduction of a Trial of Ameritech's Customer First Plan in Illinois
On behalf of Teleport Communications Group, Inc.

Docket No. 94-0146 — September, 1994
AT&T's Petition for an Investigation and Order Establishing Conditions Necessary to Permit Effective Exchange Competition to the Extent Feasible in Areas Served by Illinois Bell Telephone Company
On behalf of Teleport Communications Group, Inc.

Docket No. 95-0315 — May, 1995
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On behalf of MCI Telecommunications Corporation

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Investigation into Amending the Physical Collocation Requirements of 83 Ill. Adm. Code 790
On behalf of MCI Telecommunications Corporation

Docket No. 95-0458 — December, 1995
Petition for a Total Local Exchange Wholesale Tariff from Illinois Bell Telephone Company d/b/a Ameritech Illinois and Central Telephone Company Pursuant to Section 13-505.5 of the Illinois Public Utilities Act
On behalf of MCI Telecommunications Corporation

Docket No. 95-0296 — January, 1996
Citation to Investigate Illinois Bell Telephone Company's Rates, Rules, and Regulations for Its Unbundled Network Component Elements, Local Transport Facilities, and End Office Integration Services
On behalf of MCI Telecommunications Corporation

Testimony Profile

Docket No. 96-AB-006 — October, 1996
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On behalf of MCI Telecommunications Corporation

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In the Matter of MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish and Interconnection Agreement with Central Telephone Company of Illinois (ASprint@)
On behalf of MCI Telecommunications Corporation

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On behalf of MCI Telecommunications Corporation

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On behalf of MCIWorldCom

Docket No. 00- 0700 — October, 2001
Illinois Commerce Commission on Its Motion vs Illinois Bell Telephone Company Investigation into Tariff Providing Unbundled Local Switching with Shared Transport
On behalf of AT&T Communications of Illinois, Inc. and WorldCom, Inc.

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NYNEX/MCI Arbitration
On behalf of MCI Telecommunications Corporation

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On behalf Allegiance, Network Plus, Inc., El Paso Networks, LLC, and Covad Communications Company

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On behalf of Network Plus, Inc.

Testimony Profile

Before the New Mexico State Corporation Commission

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On behalf of Brooks Fiber Communications of New Mexico, Inc.

September, 2002
In the Matter of the Consideration of Costing and Pricing Rules for OSS, Collocation, Shared Transport, Non-Recurring Charges, Spot Frames, Combination of Network Elements and Switching
On behalf of the Commission Staff
Direct

Before the Minnesota Public Utilities Commission

PUC Docket No. P-442, 421, 3012 /M-01-1916 — April, 2002
In Re: Commission Investigation of Qwest's Pricing of Certain Unbundled Network Elements
On behalf of Otter Tail Telecom, Val-Ed Joint Venture D/B/A 702 Communications, McCleoudUSA, Eschelon Telecommunications, and USLink
Rebuttal

Before the Michigan Public Service Commission

Case No. U-10647 — October, 1884
In the Matter of the Application of City Signal, Inc., for an Order Establishing and Approving Interconnection Arrangements with Michigan Bell Telephone Company
On behalf of Teleport Communications Group, Inc.

Case No. U-10860 — July, 1995
In the Matter, on the Commission's Own Motion, to Establish Permanent Interconnection Arrangements Between Basic Local Exchange Providers
On behalf of MCI Telecommunications Corporation

Case No. U-11280, — March, 1997
In the Matter, on the Commission's Own Motion, to Consider the Total Service Long- Run Incremental Costs and to Determine the Prices for Unbundled Network Elements, Interconnection Services, Resold Services, and Basic Local Exchange Services for Ameritech Michigan
On behalf of MCI Telecommunications Corporation

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In the Matter of the Application under Section 310(2) and 204, and the Complaint under Section 205(2) and 203, of MCI Telecommunications Corporation Against Ameritech Requesting a Reduction in Intrastate Switched Access Charges
On behalf of MCI Telecommunications Corporation

Testimony Profile

Before the Public Utilities Commission of Ohio

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In the Matter of MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ameritech Ohio
On behalf of MCI Telecommunications Corporation

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In the Matter of the Review of Ameritech Ohio's Economic Costs for Interconnection, Unbundled network Elements, and Reciprocal Compensation for Transport and Termination of Local Telecommunications Traffic
On behalf of MCI Telecommunications Corporation

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In the Matter of the Review of Ameritech Ohio's Economic Costs for Interconnection, Unbundled Network Elements, and Reciprocal Compensation for Transport and Termination of Local Telecommunications Traffic
On behalf of MCIWorldCom and AT&T of the Central Region
Direct

Case No. 00-1368-TP-ATA — October, 2000
In the Matter of the Application of Ameritech Ohio for Approval of Carrier-to-Carrier Tariff
On behalf of MCIWorldCom and AT&T of the Central Region
Direct: October 2000

Before the Indiana Regulatory Commission

Cause No. 39948 — March, 1995
In the matter of the Petition of MCI Telecommunications Corporation for the Commission to Modify its Existing Certificate of Public Convenience and Necessity and to Authorize the Petitioner to Provide Certain Centrex-like Intra-Exchange Services in the Indianapolis LATA Pursuant to I.C. 8-1-2-88, and to Decline the Exercise in Part of its Jurisdiction over Petitioner's Provision of such Service, Pursuant to I.C. 8-1-2.6., Indiana Regulatory Commission
On behalf of MCI Telecommunications Corporation

Cause No. 40178 — October, 1995
In the matter of the Petition of Indiana Bell Telephone company, Inc., for Authorization to Apply a Customer Specific Offering Tariff to Provide the Business Exchange Services Portion of Centrex and PBX Trunking Services and for the Commission to Decline to Exercise in Part Jurisdiction over the Petitioner's Provision of such Services, Pursuant to I.C. 8-1-2.6
On behalf of MCI Telecommunications Corporation

Testimony Profile

Cause No. 40603-INT-01 October, 1996
MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Indiana Bell Telephone Company d/b/a Ameritech Indiana
On behalf of MCI Telecommunications Corporation

Cause No. 40611 April, 1997
In the matter of the Commission Investigation and Generic Proceeding on Ameritech Indiana's Rates for Interconnection Service, Unbundled Elements, and Transport and Termination under the Telecommunications Act of 1996 and Related Indiana Statutes
On behalf of MCI Telecommunications Corporation

Cause No. 40618 October, 1997
In the Matter of the Commission Investigation and Generic Proceeding on GTE's Rates for Interconnection, Service, Unbundled Elements, and Transport under the FTA 96 and Related Indiana Statutes
On behalf of MCI Telecommunication Corporation

Cause No. 40611-S1 October, 2001
In the matter of the Commission Investigation and Generic proceeding on Ameritech Indiana's rates for Interconnection, Unbundled Elements, and Transport and Termination Under the Telecommunications Act of 1996 and Related Indiana Statutes
On behalf of WorldCom, Inc., AT&T Communications of Indiana, G.P.

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Docket No. 2252 November, 1995
Comprehensive Review of Intrastate Telecommunications Competition
On behalf of MCI Telecommunications Corporation

Before the Utah Public Service Commission

Docket No. 01-049-85 March, 2002
In the Matter of the Determination of the Costs Investigation of the Unbundled Loop of Qwest Corporation, Inc.
On behalf of AT&T and WorldCom
Rebuttal

Before the Vermont Public Service Board

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On behalf of MCI Telecommunications Corporation

Testimony Profile

Before the Public Service Commission of Wisconsin

Cause No. 05-TI-138 November, 1995
Investigation of the Appropriate Standards to Promote Effective Competition in the Local Exchange Telecommunications Market in Wisconsin
On behalf of MCI Telecommunications Corporation

Docket No. 670-TI-120 March, 1997
Matters Relating to the Satisfaction of Conditions for Offering interLATA services (Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin)
On behalf of MCI Telecommunications Corporation

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In the Matter of MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin
On behalf of MCI Telecommunications Corporation

Docket No. 05-TI-349 September, 2000
Investigation Into The Establishment of Cost-Related Zones For Unbundled Network Elements
On behalf of AT&T Communications of Wisconsin, McLEODUSA Telecommunications Services, Inc., TDS MetroCom, Inc., and Time Warner Telecom
Rebuttal

Docket No. 6720-TI-161 February, 2001
Investigation into Ameritech Wisconsin's Unbundled Network Elements
On Behalf Of AT&T Communications of Wisconsin, Inc., WorldCom, Inc., Rhythms Links, Inc., KMC Telecom, Inc., and McLeodUSA ("CLEC Coalition")
Direct and Rebuttal

Before the Pennsylvania Public Utility Commission

Docket No. I-00940035 February, 1996
In Re: Formal Investigation to Examine Updated Universal Service Principles and Policies for Telecommunications Services in the Commonwealth Interlocutory Order, Initiation of Oral Hearing Phase
On behalf of MCI Telecommunications Corporation

Docket No. M-0001352 October, 2000
Structural Separation of Verizon
On behalf of MCI WorldCom
Direct

Testimony Profile

Before the Georgia Public Service Commission

Docket No. 6352-U — March, 1995
AT&T Petition for the Commission to Establish Resale Rules, Rates, and Terms and Conditions and the Initial Unbundling of Services
On behalf of MCI Telecommunications Corporation

Before the Tennessee Public Service Commission

Docket No. 96-00067 — May, 1996
Avoidable Costs of Providing Bundled Services for Resale by Local Exchange Telephone Companies
On behalf of MCI Telecommunications Corporation

Before the Puerto Rico Telecommunications Regulatory Board

Docket No. 97-0034-AR — April, 1997
Petition for Arbitration Pursuant to 47 U.S.C. & (b) and the Puerto Rico Telecommunications Act of 1996, regarding Interconnection Rates Terms and Conditions with Puerto Rico Telephone Company
On behalf of Cellular Communications of Puerto Rico, Inc.

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * *

In the matter of the formal complaint of TDS Metrocom, LLC, LDMI Telecommunications, Inc and XO Communications Services, Inc against Michigan Bell Telephone Company, d/b/a AT&T Michigan, or in the alternative, an application	)	MPSC Case No. U-14952

DIRECT TESTIMONY OF

SIDNEY L. MORRISON

On behalf of

TDS Metrocom, LLC, LDMI Telecommunications, Inc. and XO Communications Services, Inc.

July 7, 2006

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LIST OF EXHIBIT

Exhibit C-3: Curriculum Vitae - Sidney L. Morrison

I. QUALIFICATIONS

Q. WOULD YOU PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS?

A. My name is Sidney L Morrison. My business address is 415 Planters Ridge Drive, Sunset Beach, North Carolina 28468.

Q. WOULD YOU PLEASE SUMMARIZE YOUR PROFESSIONAL EXPERIENCE?

A. I have over 30 years of experience in the telecommunications industry. I began my telecommunications career in 1966 in Charlotte, North Carolina as a cable helper for Southern Bell Telephone and Telegraph. Southern Bell was an incumbent local exchange carrier managing numerous exchanges throughout North Carolina. My duties involved splicing underground, buried and aerial cable. I also worked as a switching technician and special services technician.

Beginning in August of 1970, I transferred to Mountain Bell in Denver, Colorado as a central office technician. In 1972, I was promoted to supervise main distributing frame operations. My duties included supervising the installation of POTS[1], Special Services, Central Office area cuts, main distribution frame

[1] Plain Old Telephone Service.

("MDF") replacements and many other projects. In 1980 and 1981, I performed time and motion studies for service provisioning on approximately 75 of Mountain Bell's MDF operations. These time and motion studies included components for jumper running and administrative activities on each of these frames. From 1983 until 1986, I was the switching control center and main distributing frame subject matter expert for US WEST. In this position, I was responsible for staff level support for service provisioning and maintenance including the development of enhancements for operational support systems (OSS) supporting these activities. From 1986 until 1993, I was responsible for the US WEST AMA ("Automatic Message Accounting") teleprocessing organization for the fourteen state US WEST region.

In 1993, I retired from US WEST and began contract engineering work and consulting. In 1995, I took an assignment in Kuala Lumpur, Malaysia as a contractor/consultant with a team of specialists to build a competitive local exchange carrier ("CLEC") network consisting of a Global System for Mobile Communications ("GSM") services, fixed network services, cable television services and data services integrated into a common transport backbone.

I had a number of responsibilities in Malaysia, the most important of which was organizing and implementing a field operations group ("FOG") that was responsible for the installation and maintenance of all fixed network and cable

television services. My responsibilities included the planning, organizing, staffing and implementation of the FOG, including an installation and maintenance group, assignment center, dispatch center, test center and a repair center. I also had the responsibility of developing business processes and OSS system requirements for provisioning and maintenance supporting the FOG.

After launching the FOG, I managed the day-to-day operations of the department, ultimately refining the organization into an ISO 9002[2] qualified organization. In January 1997, the Binariang Maxis FOG became the first certified ISO 9002 service organization in Southeast Asia.

I returned from Malaysia in June of 1997 and worked for approximately two years as a contract outside plant/central office equipment (OSP/COE) engineer, and trained new engineers for US WEST collocation efforts.

In May 1999, I accepted a contract in Switzerland to help establish a new CLEC under the market name of diAx telecommunications. My responsibilities involved project management to establish OSS supporting all wireless, wireline, and data services offered by diAx. I also provided consulting services developing business processes supporting the establishment of the diAx Internet Provider

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[2] International Organization for Standardization, ISO 9002 is the standard set of requirements for an organization whose business processes range from, production, installation and servicing.

Operations Center ("IPOC") and diAx data services offerings. I established system requirements based on IPOC business processes for fault management systems, provisioning systems, capacity inventory systems, customer service inventory systems and workflow engines controlling overall maintenance and provisioning processes.

In December 2000, I returned from Switzerland and began working for QSI Consulting Inc. as a Senior Consultant. I provide telecommunications companies with engineering advice and counsel for direct network planning, management and cost-of-service support. My specific areas of expertise include network engineering, facility planning, project management, business system applications, incremental cost research and issues related to the provision of unbundled network elements.

A more comprehensive description of my work experience and educational background is included as Exhibit C-3.

Q. MR. MORRISON DO YOU BELIEVE YOU ARE QUALIFIED TO CRITIQUE AT&T'S REFUSAL TO UNBUNDLE A SIMPLE 4 WIRE DIGITAL CROSS CONNECT FROM A DIGITAL TEST ACCESS UNIT?"

A. Yes, I do. For over 30 years, I have managed hundreds of individuals doing central office and outside plant related work, including work on establishing cross connects and testing of facilities.

Q. ON WHOSE BEHALF ARE YOU FILING THIS TESTIMONY?

A. I am filing this testimony on behalf of TDS Metrocom, LLC ("TDS"), LDMI Telecommunications, Inc. ("LDMI") and XO Communications Services, Inc. ("XO").

II. PURPOSE

Q. WOULD YOU PLEASE STATE THE PURPOSE OF THIS TESTIMONY?

A. The purpose of this testimony is to demonstrate that cross connects and testing are two separate network elements and it is technically feasible to unbundle them. Yet, AT&T unnecessarily *bundles* certain testing services and equipment to its cross-connect service offering when TDS and other CLECs order a 4-wire digital loop. I also discuss the type of tests that are involved and the test equipment and demonstrate that the CLECs are technically capable of (and some currently are) performing these tests themselves. Therefore, CLECs should have the option to order cross-connects with or without AT&T provided testing.

Dr. Ankum in his testimony discusses the appropriate AT&T cross-connect rates which should apply, as well as policy arguments concerning why it is inappropriate to bundle testing services with cross-connect services.

Q. WOULE YOU PLEASE DISCUSS WHAT A 4-WIRE CROSS CONNECT IS AND WHAT PURPOSE IT SERVES?

A. A 4-wire cross connect is nothing more than two simple twisted pairs of wires. The utter simplicity of this component is illustrated in Figure 1 below.

Figure 1
4-Wire Cross Connect
(Simply Two Twisted Pairs)

Generally: 15ft to 25 ft

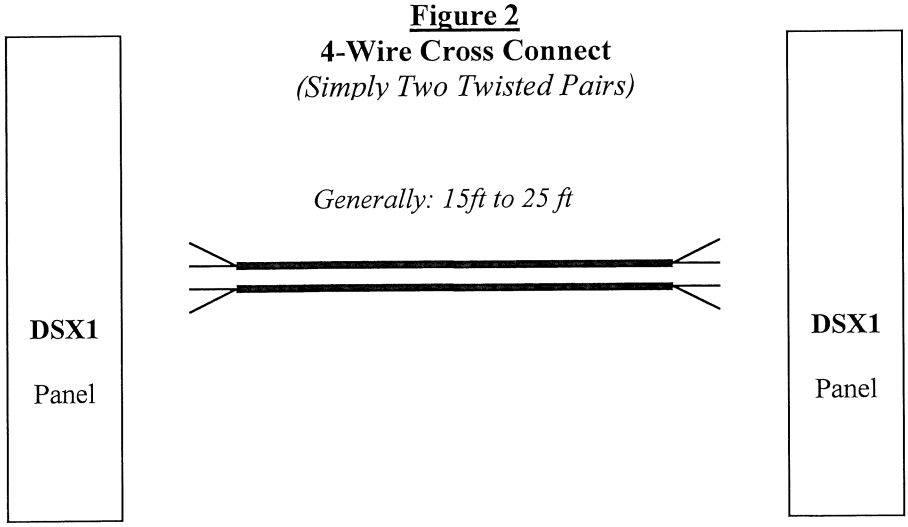


Functionally, the cross connect is a point of flexibility designed into the digital circuit that allows flexible connections between different network components. Predominantly, cross connections are a means of simplifying service adds, moves, changes, rearrangements and disconnections, by providing a single location with flexible wiring capabilities at a single physical location, such as a main distribution frame, terminal or cross connect panel.

These points of flexibility can also – but do not need to – serve as test points for fault isolation[3] on an as needed basis.

4-wire cross connections can support the transmission of digital data at bit rates of 1.544 Mbps[4]. Central Office 4-wire cross connection *points* are frequently referred to as DSX-1 panels. DSX-1 panels are used to interconnect digital circuit elements. DSX-1 panels utilize manually placed wire or patch cords that are designed to support the signals they are intended to connect and transport. Figure 2 is representative of a typical DS1 manual cross connect system utilizing DSX-1 panels to make cross connections between various other telecommunications devices.

Figure 2
4-Wire Cross Connect
(Simply Two Twisted Pairs)



[3] Fault isolation is the process of determining where in the network there is a problem or fault is located.
[4] Mbps: Million bits per second.

Q. WOUL DYOU PLEASE DESCRIBE THE TYPE OF TESTING THAT MAY BE PERFORMED AT THE CROSS-CONNECT FACILITIES?

A. Testing requirements are flexible and are based generally on agreements and minimum standards adopted by the ILEC and the needs of the ordering customer or CLEC, as in this case. Various DS1 services and the conditions under which they are provisioned to the end user typically dictate testing needs. Examples of tests that a CLEC, such as TDS, may perform before turning over a circuit to an end user may be Alternate Mark Insertion (AMI), All ones, Quasi-Random Sequence Signals (QRSS), Bipolar with 8 zero Substitution (B8ZS) and Framed All Zeros. Generally, these tests are performed to ensure that the circuits meet the service requirements consistent with the service ordered and provided.

Q. WHAT IS A DTAU?

A. The term "Digital Test Access Unit" (DTAU) is generic and references the functions associated with accessing individual channels within a DSX signal (this applies to all DS testing DS0/DS1 and DS3). The term does not specifically refer to an individual vendor or a specific piece of test equipment, instead it refers to a type of testing that can be done from multiple network element platforms with embedded capability and supported by OSS systems and features. A single channel or all channels of a DS0/DS1 service can be tested with this type of equipment. Additionally, this testing method can be used with test access systems

("TAS") that cause a testing point to appear at a remote test center for connections to common OSS controlled testing capability.

Q. IS A DTAU A SEPARATE NETWORK ELEMENT DISTINCT FROM A CROSS-CONNECT?

A. Yes. The DTAU is separate and distinct from a cross connect. Consistent with my over 30 years of experience in this industry, cross connects for 4-wire digital loops can and are *routinely* provisioned without being bundled the cross connect with a DTAU.

The cross connect and the DTAU are simply two different pieces of equipment and, though one could use them together, there is nothing that inherently ties them together or that otherwise requires one to be provided or used with the other. Further, CLECs typically deploy this type of test equipment for its own remote testing capability. Certainly, TDS, for example, does employ this equipment and uses it for testing digital 1.544 Mbps circuits from its collocation spaces or from its own switch sites. Of course, as for the cross connect itself, CLECs can obtain it only from AT&T, since it needs to be connected (wired) to AT&T's equipment.

In short, there is no need to bundle these two network elements and to impose the additional – and redundant – testing costs on CLECs.

Q. IF PERMITTED, ARE CLECS TECHNICALLY CAPABLE OF PERFORMING THESE TESTS THEMSELVES?

A. Yes. CLEC testing capabilities are similar to and functionally equivalent to the ILEC testing capability. For example, TDS performs testing from its collocation spaces and from its own switch sites. This testing capability is important for CLECs; typically maintenance restoration time is an essential element of the CLECs service offering and test capabilities are a necessity for purposes of speeding the recovery of customer services. DTAU technology deployed by TDS and the other CLECs are a business necessity in today's world of critical customer service restoration.

Q. IF CLECS PERFORM THESE TESTS THEMSELVES, DO THEY NEED AT&T TO PERFORM THESE TESTS AS WELL?

A. No, it would be duplicative. As I stated above, the testing capability is essential to CLEC customer service provisioning and maintenance and the use of DTAU technology is a key element in CLEC provisioning and maintenance efforts.

Q. IN REACHING THESE CONCLUSIONS, DID YOU UNDETAKE AN INVESTIGATION?

A. Yes, I have. In reaching these conclusions, I relied on my own experience and knowledge and discussed this issue with CLEC engineers. I have been informed

that, consistent with my discussion above, they employ DTAU equipment in collocation and switch sites and perform all necessary circuit testing using their own equipment. As such, they neither need nor want the DTAU equipment that AT&T bundles with its cross-connect orders. Most certainly, if TDS, LDMI and XO were provided the option, they would order cross-connect facilities without AT&T's DTAU equipment having been added.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

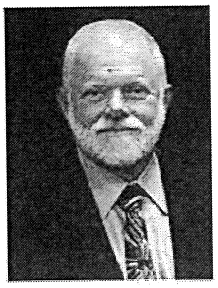
A. Yes, it does.

EXHIBIT C-3

Curriculum Vitae of

Sidney Morrison

Sidney L. Morrison



Chief Engineer
QSI Consulting, Inc.

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SMorrison@QSIconsulting.com

Biography

Mr. Morrison is QSI's Chief Engineer and in charge of QSI's Technical Services Division. Mr. Morrison aids QSI's clients in all aspects of network deployment, maintenance and engineering. Mr. Morrison brings to QSI over 22 years of experience within U S WEST's Network Management group, where he was responsible for managing many of U S WEST's largest and most important network deployment initiatives. He also has nearly 10 years of international consulting experience. Mr. Morrison has engineered and assisted in the deployment of numerous landline communications systems (both copper and fiber based) as well as wireless and microwave platforms within the United States and abroad. Mr. Morrison is a recognized expert in Digital Subscriber Line ("xDSL") technology and has extensive experience in managing, engineering, and deploying digital switching and inter-office networks.

Educational Background

Mr. Morrison's training includes work in applied electrical engineering sciences and business administration from Central Piedmont College in North Carolina and Regis University in Denver.

QSI consulting, inc.

Professional Experience

QSI Consulting, Inc.
2001 - Current
Chief Engineer

DiAx Telecommunications
1999-2000
Senior Consultant
Operations Support Systems

OSP Consultants
1998 – 1999
Technical Consultant

Maxis Communications
1995 – 1997
Senior Manager/Consultant

Expert Testimony – Profile

The information below is Mr. Morrison's best effort to identify all proceedings wherein he has either provided pre-filed written testimony, an expert report or provided live testimony.

Before the State of New Jersey Board of Public Utilities
Docket No. T00060356
In the Matter of the Review of Unbundled Network Elements Rates Terms and Conditions of Verizon – New Jersey
On behalf of WorldCom, Inc.
Direct 2000

Before the Wisconsin Public Service Commission
Docket No. 6720-T1-161
Investigation into Ameritech Wisconsin's Unbundled Network Elements
On behalf of AT&T communications of Wisconsin, TCG Milwaukee, MCI WorldCom, Inc., McLeodUSA Telecommunications Services, Inc., Rhythms Links, Inc., TDS Metrocom, Time Warner telecom, KMC Telecom, Inc.
Direct 2001

Before the Public Service Commission of Wyoming
Docket No. 700000-TA-00-599 (Record No. 5924)
In the Matter of the Application of Qwest Corporation Regarding Relief under Section 271 of the Federal Telecommunications Act of 1996, Wyoming's Participation in a Multi-State Section 271 Process, and Approval of Qwest's Statement of Generally Available Terms and Conditions.
On behalf of Covad Communications Company, Rhythms Links, Inc., New Edge Networks, Inc.
Direct 2001

Before the Arizona Corporation Commission
Docket No.T-000000A-00-0194, Phase II – A
In the Matter of the Investigation into Qwest Corporation's Compliance with Certain Wholesale Pricing Requirements for Unbundled Network Elements and Resale Discounts.
On behalf of WorldCom, Inc.
Direct September, 2001

Before the Public Utilities Commission of the State of Colorado
Docket no. 99A-577T
In the Matter of US WEST Communications, Inc.'s Statement of Generally Available Terms and Conditions

On behalf of Covad Communications Company, Rhythms Links, Inc., New Edge Networks, Inc.
Direct June, 2001

Before the Commonwealth of Massachusetts Department of Telecommunications and Energy
Docket No. D.T.E. 01-20
In the Matter of Investigation by the Department on Its Own Motion into the Appropriate Pricing, Based upon Total Element Long-Run Incremental Costs, for Unbundled Network Elements and Combinations of Unbundled Network Elements, and the Appropriate Avoided Cost Discount for Verizon New England Inc., d/b/a Verizon Massachusetts' Resale Services
On behalf of Allegiance Telecom of Massachusetts, Inc., Covad Communications, Company, El Paso Networks, LLC, and Network Plus, Inc. (collectively called the "CLEC Coalition")
Direct July, 2001

Before the Washington Utilities and Transportation Commission
Docket No. UT-003013
In the Matter of: The Continued Costing and Pricing of Unbundled Network Elements, Transport, Termination and Resale.
On behalf of WorldCom, Inc.
Direct December, 2001

Before the Florida Public Service Commission
Docket No. 990649B-TP
In the Matter of: Investigation into Pricing Unbundled Network Elements.
On behalf of the ALEC Coalition.
Direct January, 2002

Before the Indiana Utility Regulatory Commission
Cause No. 42398
In The Matter, Complaint of Nuvox Communications of Indiana, Inc., Against SBC Indiana Regarding its Unlawful Billing Practices for Collocation Power Charges
On Behalf Of Nuvox Communicatioins Of Indiana, Inc.
Direct Apr, 2002

Before the Indiana Utility Regulatory Commission
Docket No. 40611-S1
In the Matter of: The Commission Investigation and Generic Proceeding on Ameritech Indiana's Rates for Interconnection Service, Unbundled Elements, and Transport and Termination under the telecommunications Act of 1996 and Related Indiana Statutes
On behalf of AT&T Communications of Indiana, GP and TCG Indianapolis, WorldCom, Inc., McLeodUSA Telecommunications Services, Inc.
Direct April, 2002

Before the Indiana Utility Regulatory Commission
Cause No. 42393
In the Matter of the Commission Investigation and Generic Proceeding of Rates and Unbundled Network Elements and Collocation for Indiana Bell Telephone Company, Incorporated D/B/A SBC Indiana Pursuant to the Telecommunications Act of 1996 and Related Indiana Statues.
On Behalf of WorldCom, Inc. ("MCI") McLeodUSA Telecommunications Services, Inc., Covad Communications Company, Z-Tel Communications, Inc.
Direct August, 2003

Before the New Mexico Public Regulation Commission
Utility Case No. 3495, Phase B

In the Matter of the Consideration of Costing and Pricing Rules for OSS Collocation, SharedTransport, Nonrecurring Charges, Spot Frames Combination of Network Elements and Switching
On behalf of the Public Regulation Commission Staff
Direct — September, 2002

Before the State of North Dakota Public Service Commission
Case No. PU-2342-01-296
In the matter of: Qwest Corporation Interconnection/Wholesale Price Investigation.
On behalf of US Link, Inc., 702 Communications, McLeodUSA Telecommunications, and IdeaOne Telecom Group
Direct — May, 2003

Before the Illinois Commerce Commission
Docket No. 02-0864
In the Matter of: Illinois Bell Telephone Company, Filing to Increase Unbundled Loop and Nonrecurring Rates (Tariffs Filed December 24, 2002)
On Behalf of WorldCom, Inc., McLeodUSA Telecommunications Services, Inc., Covad Communications Company, TDS Metrocom, LLC, Allegiance Telecom of Illinois, Inc., RCN Telecom Services of Illinois, LLC., Globalcom, Inc., Z-Tel Communications, Inc., XO Illinois, Inc., Forte Communications, Inc., CIMCO Communications, Inc.
Direct — May, 2003

Before the Michigan Public Service Commission
Case No. U-13531
In the Matter, on the Commission's Own Motion, to Review the Costs of Telecommunications Services Provided by SBC Michigan
On Behalf of MCImetro Access Transmission Services LLC, MCI WorldCom Communications, Inc., and Brooks Fiber communications of Michigan, Inc. ("MCI")
Direct — January, 2004

Before the State Of New York Public Service Commission
CASE 02-C-1425
In The Matter, Proceeding on Motion of the Commissioin to Examine the Processes, and Related Costs of Performing Loop Migrations on a More Streamlined (e.g., Bulk) Basic
On Behalf of Conversent Communications of New York, LLC
Rebuttal — December, 2003

Before the State Of New Jersey Public Service Commission
Docket No. TO03090705
In The Matter, The Implementation Of the Federal Communications Commission's Triennial Review Order
On Behalf of Conversent Communications of New Jersey, LLC
Rebuttal — February, 2004

Before the State Of Rhode Island And Providence Plantations Public Utilities Commission
Docket Nos. 3550 and 2861
In The Matter, Implementation of the Requirements of the FCC's Triennial Review Order ("TRO")
On Behalf of Conversent Communications of Rhode Island, LLC
Rebuttal — February, 2004

Before the Maryland Public Utilities Commission
Case No. 8988
In The matter, The Implementation Of The Federal Communicatioin Commission's Triennial Review Order.
On Behalf of Cavalier Telephone, LLC

Responsive February, 2004

Before the Commonwealth Of Massachusetts Department Of Telecommunications and Energy
D.T.E. 03-60
Proceeding by the Department on its own Motion to Implement the Requirements of the Federal Communications Commission's Triennial Review Order Regarding Switching for Mass market Customers
On Behalf of Conversent Communications of Massachusetts, LLC
Direct February, 2004

Before the Federal Communications Commission, Washington, D.C.
WC Docket No. 04-313, CC Docket No. 01-338
In the Matter of Unbundled Access to Network Elements, Reviewof Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers.
On Behalf of MCI, Inc.
Direct January, 2004

Before the New Mexico Public Regulation Commission
Case No. 04-00237-UT
In The Matter Of The Investigation Of Whether Qwest Corporation Is In compliance With The Antended Alternative Form Of Regulation Plan
On Behalf of The Office Of The New Mexico Attorney General]
Rebuttal November, 2004

Selected Reports, Presentations and Publications

QSI Final Report to the Hawaii Public Utilities Commission "Analysis and Recommendations Related to Docket No. 04-0140 *Merger Application Of Paradise Mergersub, Inc. (n/k/a Hawaiian telecom Mergersub, Inc.), Verizon Hawaii, Inc. and Related Companies*" February 7, 2005

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * *

In the matter of the formal complaint of TDS Metrocom, LLC, LDMI Telecommunications, Inc and XO Communications Services, Inc against Michigan Bell Telephone Company, d/b/a AT&T Michigan, or in the alternative, an application	)	MPSC Case No. U-14952

DIRECT TESTIMONY

OF

ROD COX

ON BEHALF OF TDS METROCOM, LLC

PUBLIC VERSION

CONFIDENTIAL DATA IDENTIFIED AS **___**

Q. Would you please state your name, business affiliation and address?

A. My name is Rod Cox. I am the Manager of Carrier Relations for TDS Metrocom, LLC ("TDS Metrocom"). My business address is 525 Junction Road, Suite 6000, Madison, Wisconsin 53717.

Q. Would you please describe TDS Metrocom?

A. TDS Metrocom is a facilities-based competitive local exchange carrier ("CLEC") and licensed to provide local exchange service in Michigan. TDS Metrocom provides telecommunications services, including local access services, basic access lines, analog and digital trunks for PBX and other switching equipment as well as dedicated access and private line services. In addition, we provide enhanced products and services including custom and advanced calling features, voice mail, calling cards, long distance, and high speed Internet services using DSL technology. While TDS Metrocom's primary strategy is to provide service over our facilities, we do provide a significant amount of our services to customers through the purchase of unbundled loops from Michigan Bell Telephone Company, f/k/a SBC Michigan, d/b/a AT&T Michigan ("AT&T") and also on a resale basis in AT&T's territory.

Q. Would you please describe your responsibilities as Manager of Carrier Relations for TDS Metrocom?

A. My responsibilities as Manager of Carrier Relations for TDS Metrocom include negotiating interconnection agreements and representing TDS Metrocom before regulatory bodies on such matters as carrier to carrier disputes, generic rulemaking proceedings, and operational forums. I am responsible for evaluating the OSS interfaces

between incumbent local exchange carriers ("ILECs"), such as AT&T, and TDS Metrocom. I also am responsible for monitoring AT&T and other ILEC compliance with performance standards that are required to enable TDS Metrocom to efficiently provide quality service to our customers. I am responsible for the management of our AT&T Account Management Team as it relates to the services provided to TDS Metrocom by AT&T. These duties include being the interface between the TDS Metrocom organization and AT&T Account Management Team to resolve and negotiate operational issues, poor performance results (gap closure plans), process improvements, and formal and informal disputes.

Q. Would you please describe your business experience and educational background?

A. My professional background includes thirty two (32) years in the telecommunications industry. My career started in 1974 as a lineman with Illinois Consolidated Telephone Company ("ICTC"). Since that time, I have held various positions at ICTC and later Consolidated Communications Inc. ("CCI") before it merged with McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") in September 1997. The majority of my experience has been in operations, including outside plant construction. I have served as a service center supervisor and as a quality facilitator. After CCI merged into McLeodUSA, I was promoted to Senior Manager of Incumbent Local Exchange Carrier Relations for McLeodUSA and eventually was assigned responsibility for ILEC performance and compliance. In March 2002, I joined TDS Metrocom in my current position.

Q. Have you previously testified before any regulatory body?

A. Yes, I have. I testified before the Public Service Commission of Wisconsin ("Commission") in Docket No. 6720-TI-160, the omnibus local competition OSS proceeding. I also participated in the Illinois Commerce Commission's ("ICC") OSS merger condition arbitration in September 2000, in Docket No. 98-0252/98-0335, and testified in ICC Docket No. 00-0120 regarding establishment of a remedy plan for SBC in Illinois. I have also provided testimony before the Indiana Utility Regulatory Commission and the Minnesota Public Utilities Commission. I also was involved in the negotiation and mediation of the interconnection agreement between McLeodUSA and SBC, and I have filed testimony in the dockets related to that arbitration.

Q. What is the purpose of your testimony in this proceeding?

A. The purpose of my testimony is to explain the efforts TDS Metrocom undertook with AT&T to try to find a way to order 4-cross connects for 4-wire digital loops without the expensive testing equipment that AT&T in now bundling with the simple cross connect. TDS Metrocom does not need and does not want this testing equipment.

Q. What types of customers does TDS primarily serve with a 4 wire digital loop?

A. TDS orders 4-wire digital loops to primarily serve small to medium size businesses.

Q. What types of services are typically provided by TDS to these customers?

A. TDS typically uses the 4-wire digital loop to provide customers with voice and data services, including our Integrated Access Product (X-Data), Basic Business Lines, ISDN, PRI, Dedicated T1 to the Internet, inbound and outbound LD and advanced calling features.

Q. What type of cross connect facility does TDS seek to obtain for its 4 wire digital loops?

A. TDS seeks to order the 4-wire cross connect service from AT&T with a monthly recurring charge of $.0.27.

Q. Has TDS attempted to obtain the 4 wire cross connect with a monthly recurring charge of $0.27?

A. Yes. Since the effective date of the new UNE cost order in Michigan, TDS has repeatedly tried to get SBC/AT&T to provide a process by which TDS could order simple 4-wire cross connects. AT&T, however, has refused to provide any method to place such orders, and will only accept orders for DS1/LT1 cross connect which is bundled with the unwanted testing facility, known as a DTAU. AT&T forces TDS to take this more complex service – with a significantly higher monthly recurring rate of $16.46 versus what should be $0.27 for a simple 4-wire cross connect. As discussed in greater detail in Mr. Morrison's and Dr. Ankum's testimony, the more complex offering that AT&T is forcing upon TDS, bundles a cross-connect facility for a 4-wire digital loop *with* a very expensive AT&T-provided testing facility that *TDS neither wants nor needs*.

Q. Has TDS communicated with AT&T with respect to this dispute?

A. Yes. TDS has had an ongoing dialog with AT&T wherein TDS has requested the ability to order and use the 4-wire cross connect for purposes of provisioning its unbundled 4-wire digital loops. Despite our request, AT&T has not provided means by which TDS can order and use the 4-wire cross connect, but insists that TDS must purchase the much more expensive DS1/LT1 cross connect which includes a DTAU facility.

Q. Does TDS need the testing element associated with the more expensive DS1/LT1 cross connect?

A. No. As explained in greater detail in the testimony of Mr. Dudsak, and Mr. Morrison, TDS needs only a simple 4-wire cross connect and TDS does not require AT&T's testing functionality. Indeed, in the past TDS obtained from AT&T a 4-wire cross-connect facility without the DTAU facility. Only after the rates from Case No. U-13531 went into effect for TDS, did TDS notice the dramatic increase in cross-connect fees associated with AT&T's new DS1/LT1 facility.

Q. Has TDS taken other action to obtain a cross connect unbundled from the DTAU?

A. Yes. Although TDS believes it is already entitled to 4-wire cross connect unbundled from the DTAU, TDS has submitted to AT&T a Bona Fide Request ("BFR") for a simple cross connect without the DTAU facility on June 14th, 2006. This BFR is Exhibit C-4. TDS' request was made, in part, in response to AT&T's suggestion that TDS submit a BFR.

Q. Does the BFR process resolve TDS' concern?

A. No. AT&T's BFR process is expensive and time consuming with no assurance that even that process will generate the results TDS needs. In any event after suggesting we pursue the BFR process, AT&T rejected TDS Metrocom's BFR request on June 29, 2006. AT&T's rejection is Exhibit C-5.

Q. How many 4-wire digital loops does TDS obtain from AT&T?

A. Currently, TDS has approximately ** ** 4 wire digital loops in Michigan from AT&T.

Q. Has AT&T imposition of the $16.46 charge as opposed to the $0.27 charge created a billing dispute?

A. Yes. AT&T's conduct of charging the much higher cross connect charge has a created a significant billing dispute between AT&T and TDS. TDS is disputing the cross connect charges. The charges are approximately ** ** per month.

In March 2006, AT&T sent a "backbill" for cross connect charges covering the period from September, 2005 through February of 2006. (TDS Metrocom and AT&T had previously settled certain billing disputes, including the cross connect charges from November 2004 through September 2005.) This back bill was in the amount of ** ** We understand that this is AT&T's attempt to bill the difference between the rate of $0.27 per cross connect, and the new rate of $16.46. Thus, we consider this entire back bill to be an overcharge.

Next, AT&T has billed for the months of March, April and May (the last month for which we have had an opportunity to analyze the billings) at a rate of $16.46. We consider that $0.27 to be the appropriate rate, and thus we consider $16.19 per line of the charge to be an overcharge. This has resulted in over billings for March, April and May as follows:

**

**

All of these disputed amounts from September 2005 have been paid and TDS seeks a refund of these amount and others paid through the order issued in this proceeding.

Q. Does AT&T have a contractual obligation to unbundle its cross connect facility from its DTAU?

A. Yes. Exhibit C-6 are the portions of the Interconnection Agreement which require AT&T to provide access to unbundled network components and provide them at separate prices to TDS.

Q. Does this conclude your testimony?

A. Yes.

EXHIBIT C-4

From: "McNally, Todd" <todd.mcnally@tdsmetro.com>
To: <ta2537@sbc.com>
Date: 6/14/2006 2:42PM
Subject: Bona Fide Request ("BFR") - Michigan DS1 Cross Connect w/o Test Equipment

> Tina,
>
> We decided to try the BFR process for DS1 X-connect unbundling of test
> equipment (rate element in Michigan).
> Please find the BFR attached. I understand the process is for us to
> send it to you then once you complete your review, you forward it to
> the BFR Manager.
>
> TDS feels that this should be relatively simple. In fact, the Texas
> model exists today.
>
> We will be reserving our rights to pursue this issue with the State
> Commission if need be.
>
> We do not agree with AT&T's interpretation of the Commission order. In
> submitting this BFR, we have in no way waived any of our legal rights
> to take appropriate legal action regarding AT&T's interpretation of
> the order. In submitting the BFR, we reserve all our legal rights to
> challenge AT&T's interpretation of the Commission order.
>
> <<MI t1 x connect BFR Application 061406.doc>>
>
>
> Todd McNally
> TDS METROCOM LLC
> Carrier Relations
> *608-441-7959
> 7 608-442-3652
> *todd.mcnally@tdsmetro.com
>

CC: "Healy, Peter" <peter.healy@tdsmetro.com>, "Cox, Rod" <rod.cox@tdsmetro.com>, "Pitterle, Steven" <steven.pitterle@tdstelecom.com>, "Kluis, Mark" <mark.kluis@tdsmetro.com>, "McNally, Todd" <todd.mcnally@tdsmetro.com>, "Schellin, Susan (Telecom)" <susan.schellin@tdstelecom.com>, "Neitzel, Kim" <kim.neitzel@tdstelecom.com>

Bona Fide Request/Interconnection or Network Element Request Application Form

Requester Information

Date of Request June 14, 2006 Date sent to BFR Manager [to be completed by Tina Ashley]

		Type of Request (Check one box only)	
CLEC Name	TDS Metrocom LLC	☒	BFR for UNE
CLEC Type	UNE Facilities Based	☐	Dark Fiber Wholesale ICB
Address 1	525 Junction Rd	☐	BFR for LNP
Address 2	Suite 6000	☐	Leased Facilities Customer
City	Madison	☐	Designed AIN Service
State	WI	☐	Other (Describe in General comments)
Zip	53717		
Contact Person	Todd McNally		
Title	Sr. Analyst – Carrier Relations		
Phone Number	608-441-7959		
FAX Number	608-442-3652		
E-mail Address	Todd.mcnally@tdsmetro.com		
SBC Acct Manager	Tina Ashley		
Telephone Number	312-335-6573		
State for which Request is made	Michigan		
Operating Company	AT&T - Michigan		

Drawings and/or schematics that can help explain your request are very beneficial to answering your request in a timely manner.

General Comments/ Drawings :

Authorized Signature:

Rod Cox
TDS Metrocom
Manager – Carrier Relations
Ph: 608-663-3029

For New UNE Requests

PLEASE BE AS SPECIFIC AS POSSIBLE - the more complete the request, the faster the request can be processed. Drawings or schematics, if they can provide clarity to your request are very helpful.

Provide a technical description of the requested element:
TDS Metrocom requests that AT&T unbundle the aforementioned "DSX-1 test jack" So that we can order a DS1 loop without this equipment in all applicable Central Offices throughout AT&T's service territory in Michigan.

Currently when we order any of the 3 products listed below, the monthly recurring charge ("MRC") for the cross connect is billed under the USOC of "CXCDX - DS1/LT1 X-Connect " and the rate is $16.46. Prior to that, the MRC charge was only $0.27. We have been informed that the increase was the result of an Order in Michigan Public Service Commissions Case No. U-13531. We understand that At&t's position is that it is justified in assessing the higher NRC because it is providing the "DSX-1 test jack" type testing equipment. TDS does not require the aforementioned test jack (or access point) and is requesting a cross-connect cable that does not include it.

Product	NC Code	NCI Code	SecNCI Code
Digital 4-Wire 1.544 MB Non-ANSI ESF B8ZS	HCG-	04QB9.11	04DU9.SN
Digital 4-Wire 1.544 MB AMI SF	HC--	04QB9.11	04DU9.BN
Digital 4-Wire 1.544 MB ANSI ESF & B8ZS	HCE-	04QB9.11	04DU9.1SN

We are requesting that AT&T unbundled this "DSX-1 test jack" type equipment and create separate product offerings, along with separate rates, Universal Service Order Codes and any other pertinent ordering processes so that we have a choice and ability to order a cross connect with or without this extra "DSX-1 test jack" type equipment.

TDS has researched this issue and has discovered that AT&T offers the x-connect without testing in several states and therefore understand that it is technically feasible. We are basing this in part on the offering in other AT&T states. In Texas as noted, for example in the Version 2 T2A successor agreement as found on the SBC CLEC Online Website:

Cross connects to the collocation arrangement associated with 251(c)(3) Unbundled local loops are available with or without automated testing and monitoring capability.

Loop Cross Connects (with testing unless otherwise noted)	MONTHLY RATE	Nonrecurring Rate - First	Nonrecurring Rate - Additional
Digital Loop to Collo 4W (same CO)	$ 6.67	$ 39.05	$ 34.16
Digital Loop to Collo 4W w/o testing (same CO)	$ -	$ 29.04	$ 29.04

Not applicable - See General Comments above.

Location (Geographic area, CLLI, LATA, etc.)	Units (Calls, Lines, other)	Estimate of Annual Demand				Busy Hour Calls	NPA-NXX-Exc
		Yr 1	Yr 2	Y 3	Y 4-5		



Bona Fide Request/Interconnection or Network Element Request Application Form

Interconnection Requests - [illegible]

PLEASE BE AS SPECIFIC AS POSSIBLE - the more complete the request, the faster the request can be processed. Drawings or schematics are very helpful in understanding your request. Note: at least one site must be a serving central office.

Qty	Date Desired	*Facility Type*	Location A Site			Location B Site		
			CLLI	Street Address	City	CLLI	Street Address	City

PLEASE BE AS SPECIFIC AS POSSIBLE - the more complete the request, the faster the request can be processed. Drawings or schematics are very helpful in understanding your request.

Request Comments:

None at this time.



Bona Fide Request/Interconnection or Network Element Request Application Form

This page for SBC Use Only

Account Manager completes this section

Date Received Time Received	Method of Delivery	Received by Account Manager's Name:

For Leased Facilities requests
Does Requester have a signed and filed interconnection agreement? ☐ (Yes if Checked)
If no, return the request until the agreement is signed and filed.

For UNE and Other Requests
Does Requester have an approved interconnection agreement? ☐ (Yes if Checked)
If no, return the request until the agreement is approved.

Does interconnection agreement address the request for this facility or offering? ☐ (Check if Yes)
If no, why should we entertain the request now? (Only extraordinary circumstances will be accepted)

Account Manager - please forward to the **MANAGER - BFR**:

- Copies of all correspondence with CLEC regarding this request.
- Copy of the pages in the interconnection agreement that describes the manner in which the request should be handled

MANAGER – BFR

Debby Stanford
311 S. Akard, Rm. 1370.05
Dallas, TX 75202
Ph: 214-858-0192
FAX: 214-464-0280
Email: BFR MAILBOX

Manager for BFRs complete this section

Method of Delivery:	Date Rcv'd from Acct Mgr:
Input into tracking database by:	CATS Tracking #:

EXHIBIT C-5

June 29, 2006

Mr. Todd McNally
Sr. Analyst – Carrier Relations
TDS Metrocom LLC
525 Junction Rd., Suite 6000
Madison, WI 53717

Dear Mr. McNally,

On June 14, 2006, AT&T Michigan received the bona fide request (BFR) of TDS Metrocom LLC (TDS) regarding AT&T Michigan's DS1 cross connect, which requests that AT&T Michigan "unbundled (sic) this 'DSX-1 test jack' type equipment and create separate product offerings, along with separate rates, Universal Service Order Codes and any other pertinent ordering processes so that we have a choice and ability to order a cross connect with or without this extra 'DSX-1 test jack' type equipment."

As an initial matter, AT&T Michigan disagrees that the BFR process applies to TDS' request. Section 5.2.1 of the Appendix UNE establishes the BFR process as a way for TDS to request AT&T Michigan to "provide CLEC access to new, undefined UNE". TDS is requesting a new cross-connect product, and the FCC has consistently held that cross-connects are not themselves network elements. AT&T declines to broaden the scope of the BFR process to include this TDS request.

Nevertheless and without waiving the above or any of its rights, AT&T Michigan has carefully reviewed TDS' request and declines the request to develop a new DS1 cross connect offering. AT&T Michigan has already implemented the DS1 cross connect and associated ordering and provisioning processes pursuant to the MPSC's Order in Case No. U-13531. Further, AT&T Michigan has designed its network arrangements through access test points to more efficiently and effectively identify and resolve trouble. Therefore, AT&T Michigan has elected not to pursue implementation of a new cross connect product without test equipment.

Sincerely,

Tina Ashley
Account Manager

EXHIBIT C-6

APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple **AMERITECH-MICHIGAN** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **AMERITECH-MICHIGAN**. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **AMERITECH-MICHIGAN'S** network. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-MICHIGAN** means the applicable above listed ILEC doing business in Michigan.

1.4 The prices at which **AMERITECH-MICHIGAN** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

1.5 Except in the case of amendment pursuant to the terms of this agreement, the list of UNEs to be provided and the terms and conditions for providing the UNEs are as set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1 **AMERITECH-MICHIGAN** and CLEC may agree to connect CLEC's facilities with **AMERITECH-MICHIGAN'S** network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

2.2 **AMERITECH-MICHIGAN** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.5 With technical information regarding **AMERITECH-MICHIGAN'S** network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **AMERITECH-MICHIGAN** provides such elements to itself (47 CFR Section 51.313(b)).

2.3 As provided for herein, **AMERITECH-MICHIGAN** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **AMERITECH-MICHIGAN** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 **AMERITECH-MICHIGAN** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **AMERITECH-MICHIGAN** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)). If **AMERITECH-MICHIGAN** contends that it is not technically feasible, **AMERITECH-MICHIGAN** must make the showing to the Commission required by 47 CFR § 51.311(b).

2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **AMERITECH-MICHIGAN**.

2.8 **AMERITECH-MICHIGAN** will not connect to or combine UNE's with any non-251 (c)(3) or other **AMERITECH-MICHIGAN** service offerings.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **AMERITECH-MICHIGAN** may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way AMERITECH-MICHIGAN provides services to its own end users, affiliates, or other carriers. **AMERITECH-MICHIGAN** will provide access to UNEs where technically feasible. Where facilities require modifications they will be handled under the facilities modification process in Accessible Letter CLEC AM00-153, and the stipulated modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the Public Service Commission of Wisconsin on December 15, 2000 in Docket 6720-TI-160, or the properly implemented successor thereto. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the **AMERITECH-MICHIGAN** exchange areas.

2.9.2 Subject to the terms herein, **AMERITECH-MICHIGAN** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **AMERITECH-MICHIGAN** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to the telecommunications service provider of End User's choice. CLEC agrees to relinquish control of any such UNE concurrent with End User's selection of a different telecommunications service provider or within 45 days if the End User fail to select a new telecommunications service provider.

2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **AMERITECH-MICHIGAN** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. Any interruptions involved during such testing and adjustments shall be no longer than reasonably necessary.

2.9.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-MICHIGAN** the parties agree to the following:

2.9.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.

2.9.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **AMERITECH-MICHIGAN'S** network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

2.9.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

2.9.6 When a **AMERITECH-MICHIGAN** provided tariffed or resold service is replaced by CLEC's facility based service using any **AMERITECH-MICHIGAN** provided UNE(s), CLEC shall issue an appropriate service requests, which shall serve to both disconnect the existing service and connect new service to CLEC's End User. This requests will be processed by **AMERITECH-MICHIGAN**, and CLEC will be charged the

applicable UNE service order charge one time, in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **AMERITECH-MICHIGAN** provided UNEs is converted to a different CLEC's service which also uses any **AMERITECH-MICHIGAN** provided UNE, the requesting CLEC shall issue an appropriate service request which shall serve to both disconnect the existing service and connect new service to the requesting CLEC's End User. This requests will be processed by **AMERITECH-MICHIGAN** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the **AMERITECH-MICHIGAN** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **AMERITECH-MICHIGAN** Technical Publications or other written descriptions, if any, as changed from time to time by **AMERITECH-MICHIGAN** at its sole discretion. All UNEs will be provided at the same rates terms and conditions and with the same quality of service as **AMERITECH-MICHIGAN** provides for itself, any affiliate or any other telecommunications carrier.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **AMERITECH-MICHIGAN** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **AMERITECH-MICHIGAN** places on itself for orders from its customers. **AMERITECH-MICHIGAN** will provide CLEC with at least the notice required under 2.10.2.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **AMERITECH-MICHIGAN**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.11 TDS may order from **AMERITECH-MICHIGAN** multiple individual Network Elements on a single order without the need to have TDS send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and TDS provides on the order the same detail as required when such Network Elements are ordered individually.

2.12 **AMERITECH-MICHIGAN** shall provide a Single Point of Contact (**"SPOC"**) for purposes of problem resolution or escalation at each **AMERITECH-MICHIGAN** ordering and provisioning center including but not limited to: 1) the Local Service Center "LSC"; and, 2) the Local Operations Center "LOC. Each SPOC shall be trained to answer questions and resolve problems in connection with the provisioning, repair and maintenance of Network Elements. For each SPOC, TDS will be provided with telephone number and/or pager. **AMERITECH-MICHIGAN** shall provide an up to date escalation list via account management or on **AMERITECH-MICHIGAN** CLEC Online website to be used when the SPOC is not responsive or unable to resolve the issue. Notice of any changes to the escalation list will be sent according to the notice provisions of this Agreement.

2.13 **AMERITECH-MICHIGAN** will provide TDS with a Firm Order Confirmation (FOC) for each order in accordance with the intervals set out in the performance measures, Appendix PM. If **AMERITECH-MICHIGAN** encounters a circumstance where it is aware that it cannot meet the above requirements, **AMERITECH-MICHIGAN** must provide notice to TDS. The FOC will be provided in accordance with OBF guidelines and will contain the **AMERITECH-MICHIGAN** commitment date for order completion (**"Committed Due Date"**), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.

2.14 **AMERITECH-MICHIGAN** will provide CLEC electronically, via OSS, with a completed order confirmation per order in accordance with the intervals set out in the performance measures, Appendix PM.

2.15 Intentionally left blank

2.16 If **AMERITECH-MICHIGAN'Ss** Committed Due Dates are in jeopardy of not being met due to facilities availability, Ameritech will comply with the Facilities Modifications process in Accessible Letter CLEC AM00-153, and the modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160 or the properly implemented successor thereto.

2.17 Except for orders covered by the facilities modification process as provided in Section 2.16, no later than 72 hours prior to the Committed Due Date, or as soon as identified, **AMERITECH-MICHIGAN** shall provide notification electronically of any instances when **AMERITECH-MICHIGAN'Ss** Committed Due Dates are in jeopardy of not being met by **AMERITECH-MICHIGAN** on any element or feature contained in any order for a Network Element. **AMERITECH-MICHIGAN** shall indicate its new Committed Due Date within 24 hours of the notice of jeopardy.

2.18 Testing will be as follows:

2.18.1 **AMERITECH-MICHIGAN** will conduct a dial tone/ANI test on the day of cut, as a matter of course. In addition, for those CLECs who desire, **AMERITECH-MICHIGAN** will also conduct a dial tone/ANI test on DD-2. **AMERITECH-MICHIGAN** recommends further collaboration to define the new routine process.

2.18.2 **AMERITECH-MICHIGAN** will not charge CLECs for dial tone/ANI testing if done on a routine basis on DD-2 and /or on the date of cut. In addition, **AMERITECH-MICHIGAN** will provide a dial tone/ANI test on a separate date as requested by the CLEC, subject to applicable charges.

2.18.3 **AMERITECH-MICHIGAN** will engage in further collaboration to address the timing of notice if a dial tone/ANI test fails on DD-2 due to a CLEC trouble. Subject to the outcome of the collaborative, **AMERITECH-MICHIGAN** will provide to the CLECs notice of a failed dial tone/ANI test conducted on DD-2 no later than 4 business hours after such test or by 10 am on DD-1, whichever occurs first. In addition, **AMERITECH-MICHIGAN** will discuss potential procedures in the event a failure is found during such dial tone/ANI test performed on DD-2. However, in any event if a dial tone/ANI test is conducted on DD-2 **AMERITECH-MICHIGAN** will perform another dial tone/ANI test as a matter of course on the date of cutover.

2.18.4 AMERITECH-MICHIGAN will provide CLECs with status updates every two hours until the order is completed for all hot cuts that fail at the time of the originally scheduled cutover. In the case where trouble is reported after order completion, status will be available via Electronic Bonded Trouble Administration (EBTA) on a real-time basis.

2.18.5 AMERITECH-MICHIGAN will implement "flags" for desired frame due times for Coordinated Hot Cuts (CHC) consistent with industry guidelines, if and when such flags are included in such guidelines upon a request from a CLEC and consistent with its then current Change Management Policy (CMP).

2.18.6 AMERITECH-MICHIGAN will test and implement a "non-coordinated" frame due time hot cut process. AMERITECH-MICHIGAN will continue to collaborate to define methods and procedures necessary for such process. Such discussions will begin in early December and will be concluded within 30-60 days. At the conclusion of such discussions such parties will file a joint report advising the Commission of all resolved and unresolved issues.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which AMERITECH-MICHIGAN agrees to provide CLEC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which AMERITECH-MICHIGAN makes these methods available. These methods provide CLEC access to multiple AMERITECH-MICHIGAN UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested AMERITECH-MICHIGAN Central Office.

3.1.1.1 (Method 1)

AMERITECH-MICHIGAN will extend AMERITECH-MICHIGAN UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement,

within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AMERITECH-MICHIGAN will extend **AMERITECH-MICHIGAN** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AMERITECH-MICHIGAN will extend **AMERITECH-MICHIGAN** UNEs to the CLEC's UNE frame that is located outside the **AMERITECH-MICHIGAN** Central Office where the UNEs are to combined in a closure such as a cabinet provided by **AMERITECH-MICHIGAN** on **AMERITECH-MICHIGAN** property.

3.2 The following terms and conditions apply to all methods when **AMERITECH-MICHIGAN** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **AMERITECH-MICHIGAN** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **AMERITECH-MICHIGAN** Central Office space and equipment.

3.2.3 The CLEC may cancel the request at any time, but will pay **AMERITECH-MICHIGAN'S** reasonable and demonstrable costs for modifying **AMERITECH-MICHIGAN'S** Central Office up to the date of cancellation.

3.2.4 CLECs may elect to access **AMERITECH-MICHIGAN'S** UNEs through Physical Collocation arrangements.

3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.2.6 CLEC shall refer trouble sectionalized in the **AMERITECH-MICHIGAN** UNE to **AMERITECH-MICHIGAN**.

3.2.7 Prior to **AMERITECH-MICHIGAN** providing access to UNEs under this Appendix, CLEC and **AMERITECH-MICHIGAN** shall provide each other with a point of contact for overall coordination.

3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.9 All tools, procedures, and equipment used by CLEC to connect to **AMERITECH-MICHIGAN'S** network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

3.2.10 CLEC shall be responsible for CLEC's personnel OBSERVING **AMERITECH-MICHIGAN'S** site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **AMERITECH-MICHIGAN** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **AMERITECH-MICHIGAN'S** premises, CLEC shall immediately comply with such request. Such person shall leave **AMERITECH-MICHIGAN'S** premises promptly, and CLEC shall not furnish such person again to perform work on **AMERITECH-MICHIGAN'S** premises without **AMERITECH-MICHIGAN'S** consent.

3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **AMERITECH-MICHIGAN** premises and/or facilities. **AMERITECH-MICHIGAN** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **AMERITECH-MICHIGAN** premises will be granted only to CLEC employees with such identification.

3.2.12 CLEC shall designate each network element being ordered from **AMERITECH-MICHIGAN**. CLEC shall provide an interface to receive

assignment information from **AMERITECH-MICHIGAN** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.13 **AMERITECH-MICHIGAN** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **AMERITECH-MICHIGAN** shall be referred to such contact numbers.

3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **AMERITECH-MICHIGAN** equipment areas.

3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **AMERITECH-MICHIGAN** UNEs will be made on an individual case basis (ICB).

3.2.15.2 **AMERITECH-MICHIGAN** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **AMERITECH-MICHIGAN** will ensure that the first CLEC obtaining Access to UNEs in a **AMERITECH-MICHIGAN** premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 **AMERITECH-MICHIGAN** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **AMERITECH-MICHIGAN** for other construction and preparation work performed in the building.

4. ADJACENT COLLOCATION

4.1 CLEC may obtain the Adjacent Off-Site Arrangement as provided in Michigan Bell Telephone company tariff M.P.S.C. No. 20R, Part 23, Section 4, 2nd Revised Sheets 7 and 8 Effective October 3, 2000. CLEC understands that Ameritech Michigan has appealed the Commission order of 08/31/00. CLEC agrees that if that appeal is successful Ameritech Michigan will be entitled to invoke the Intervening Law provisions of Section 4.1 of the General Terms and Conditions of this Agreement with respect to this Article.



5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the **AMERITECH-MICHIGAN** Territory.

5.2 **ITEM I**
Bona Fide Request Process

5.2.1 A Bona Fide Request ("**BFR**") is the process by which CLEC may request **AMERITECH-MICHIGAN** to provide CLEC access to new, undefined UNE, (a "Request"), that is required to be provided by **AMERITECH-MICHIGAN** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. The BFR process will not be used for currently defined UNEs so long as CLEC does not request shorter provisioning intervals. Currently defined UNEs where CLEC does not request shorter provisioning intervals will be handled by the Facilities Modifications process in Accessible Letter CLEC AM00-153, and the modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160 or the properly implemented successor thereto.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the TCNet.ameritech.com, if one of the Parties is **AMERITECH-MICHIGAN**. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 CLEC is responsible for all costs incurred by **AMERITECH-MICHIGAN** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **AMERITECH-MICHIGAN** for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover **AMERITECH-MICHIGAN** preliminary evaluation costs, in

which case **AMERITECH-MICHIGAN**, may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **AMERITECH-MICHIGAN** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

5.2.5 If CLEC submits a $ 2,000 deposit with its BFR, and **AMERITECH-MICHIGAN** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **AMERITECH-MICHIGAN** will return the $2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **AMERITECH-MICHIGAN** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **AMERITECH-MICHIGAN** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

5.2.7 **AMERITECH-MICHIGAN** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **AMERITECH-MICHIGAN** will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **AMERITECH-MICHIGAN** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **AMERITECH-MICHIGAN** will provide to CLEC a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **AMERITECH-MICHIGAN** will offer the Request to CLEC or (ii) advise CLEC that **AMERITECH-MICHIGAN** will not offer the Request. If **AMERITECH-MICHIGAN** indicates it will not offer the

or (ii) advise CLEC that **AMERITECH-MICHIGAN** will not offer the Request. If **AMERITECH-MICHIGAN** indicates it will not offer the Request, **AMERITECH-MICHIGAN** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **AMERITECH-MICHIGAN** under the Act and/or, iii) that the BFR is not the correct process for the request.

5.2.9 If the Preliminary Analysis indicates that **AMERITECH-MICHIGAN** will offer the Request, CLEC may, at its discretion, provide written authorization for **AMERITECH-MICHIGAN** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by **AMERITECH-MICHIGAN** within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **AMERITECH-MICHIGAN** all demonstrable costs as set forth above. Any request by CLEC for **AMERITECH-MICHIGAN** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **AMERITECH-MICHIGAN** shall provide to CLEC a BFR Quote.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **AMERITECH-MICHIGAN** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 16 of the GTC. If **AMERITECH-MICHIGAN** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **AMERITECH-MICHIGAN** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 16 of the GTC.

6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) is the unbundled network element that connects **AMERITECH-MICHIGAN'S** loop distribution plant facilities to the End User's premises wiring, and includes all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the premises wiring, regardless of the particular design of the NID mechanism. The NID includes any means of interconnection of the End User's premises wiring to **AMERITECH-MICHIGAN'S** distribution plant. CLEC access to the NID is offered as specified below (**AMERITECH-MICHIGAN**)

6.2 **AMERITECH-MICHIGAN** will permit CLEC to connect its CLEC provided local loop to customers' inside wiring through **AMERITECH-MICHIGAN'S** NID. The CLEC must establish the connection to **AMERITECH-MICHIGAN'S** NID through an adjoining NID.

6.3 CLEC may connect to the customer's inside wire at the **AMERITECH-MICHIGAN** NID, as is, at no charge. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **AMERITECH-MICHIGAN** based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. **AMERITECH-MICHIGAN**, at the request of CLEC, will disconnect the **AMERITECH-MICHIGAN** local loop from the NID, at charges reflected in the state specific Appendix Pricing. In addition, pursuant to Section III D of the *Joint Report of the Participants Regarding Resolved OSS Enhancements and Process Improvements submitted to the Commission on December 27, 2000 in Case No. U-12320 (hereinafter "OSS Joint Report")*, Ameritech has adopted the following policy:

6.3.1 **AMERITECH-MICHIGAN** will move an internal "protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. **AMERITECH-MICHIGAN** will perform such work, if it makes a customer premise visit for any reason, unless the customer specifically requests that protector, or station block not be moved. The protector or station block will be replaced with a RJ-jacked type device on an external location and **AMERITECH-MICHIGAN** will reconnect the new device

to the customers existing inside wire, except if the end user specifically directs the location to be internal. This work will be performed at no charge. **AMERITECH-MICHIGAN** will move a working internal NID to an external location at AMERITECH-MICHIGAN'S existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC places an order for such work. **AMERITECH-MICHIGAN** will waive such charges for CLEC-requested NID moves for a period of six months from the date of the Order in this proceeding.

6.3.2 CLEC may request an audit of **AMERITECH-MICHIGAN'S** records to determine if protectors were not moved during previous technician visits. Such an audit by a CLEC may not be requested more frequently than every six months. A CLEC which requests such an audit will provide a list of orders where the CLEC required Ameritech to move a protector and Ameritech will audit its records to determine, if in any of those cases, a technician made a premises visit after December 15, 2000.

6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, and will connect directly with the customer's inside wire, or may connect with the customers inside wire via **AMERITECH-MICHIGAN'S** NID where necessary.

6.5 The **AMERITECH-MICHIGAN** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **AMERITECH-MICHIGAN** to serve its customers.

6.6 Upon request, **AMERITECH-MICHIGAN** will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.

6.7 CLEC shall not attach to or disconnect **AMERITECH-MICHIGAN'S** ground. CLEC shall not cut or disconnect **AMERITECH-MICHIGAN'S** loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 A "loop" is a dedicated transmission path between a distribution frame (or its equivalent) in a **AMERITECH-MICHIGAN** Central Office and the loop demarcation point at an End User premises, including any inside wire owned by **AMERITECH-MICHIGAN**. CLEC agrees to operate each loop type within the technical descriptions specified below. Unbundled loops are offered as specified below (**AMERITECH-MICHIGAN**). The loop network element includes all

fiber, and attached electronics [except for those used to provision advanced services, such as DSLAMs] owned by **AMERITECH-MICHIGAN**, between **AMERITECH-MICHIGAN'S** central office and the loop demarcation point at the customer premise. **AMERITECH-MICHIGAN** shall, upon request, condition loops to attain full functionality and capabilities.

7.1.1 **AMERITECH-MICHIGAN** agrees to comply with the "Hot Cut" process described as Section III C of the "OSS Joint Report".

7.2 **AMERITECH-MICHIGAN** will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on the following:

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) **AMERITECH-MICHIGAN** will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, **AMERITECH-MICHIGAN** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DSL-Capable Loop

7.2.5.1 DSL-Capable Loop will be provided according to Appendix DSL.

7.2.6 **Dark Fiber**

In the **AMERITECH-MICHIGAN** region, dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

7.2.6.1 Interoffice Dark Fiber **AMERITECH-MICHIGAN** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **AMERITECH-MICHIGAN** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **AMERITECH-MICHIGAN** will offer its dark fiber to CLEC when CLEC has collocation space in each **AMERITECH-MICHIGAN** CO where the fibers terminate.

7.2.6.2 Loop Fiber **AMERITECH-MICHIGAN** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **AMERITECH-MICHIGAN** central office and an end user customer premise.

7.2.6.3 Sub-loop Fiber **AMERITECH-MICHIGAN** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

7.2.6.3.1 the serving **AMERITECH-MICHIGAN** central office and a remote terminal/CEV/Hut; or

7.2.6.3.2 a remote terminal/CEV/Hut and an end user customer premise.

7.2.6.4 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

7.2.6.5 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

7.2.6.6 Spare Fiber Inventory Availability and Condition

7.2.6.6.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **AMERITECH-MICHIGAN'S** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

7.2.6.7 Determining Spare Fibers: **AMERITECH-MICHIGAN** will inventory and track spare dark fibers. Spare fibers do not include the following:

7.2.6.7.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares

- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

7.2.6.7.2 Defective fibers

7.2.6.7.3 **AMERITECH-MICHIGAN** growth fibers. Fibers documented as reserved by **AMERITECH-MICHIGAN** for utilization for growth within the 12 month-period following the carrier's request.

7.2.6.8 Quantities and Time Frames for ordering Dark Fiber:

7.2.6.8.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

7.2.6.8.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by **AMERITECH-MICHIGAN** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **AMERITECH-MICHIGAN** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based

pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

7.2.6.8.2.1 If spare dark fiber is available, as determined under this Agreement, **AMERITECH-MICHIGAN** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **AMERITECH-MICHIGAN** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

7.2.6.8.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2

7.2.6.9 Right of Revocation of Access to Dark Fiber

7.2.6.9.1 In accordance with Section IV-B of the "OSS Joint Report, **AMERITECH-MICHIGAN** may reclaim dark fiber from a CLEC upon at least 12 months written notice to the CLEC only if:

7.2.6.9.1.1 **AMERITECH-MICHIGAN** negotiates with the CLEC in good faith to address the CLEC's concerns related to Ameritech's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

7.2.6.9.1.2 **AMERITECH-MICHIGAN** demonstrates to the satisfaction of the CLEC or the Commission that **AMERITECH-MICHIGAN**

reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within 12 months following the reclamation; and

7.2.6.9.1.3 **AMERITECH-MICHIGAN** provides the CLEC with an alternative facility with the same bandwidth the CLEC was using or had a contractual commitment with an End User to provide prior to Ameritech reclaiming the facility, provided the alternative facility does not result in any additional costs or charges to the CLEC or reduce the quality of the CLEC's services.

7.2.6.10 Access Methods specific to Dark Fiber The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **AMERITECH-MICHIGAN** approved splitter shelf. This arrangement allows for non-intrusive testing.

7.2.6.11 Installation and Maintenance for Dark Fiber **AMERITECH-MICHIGAN** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

7.2.7 **Sub-Loop Elements**

AMERITECH-MICHIGAN will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

7.2.7.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the

Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

7.2.7.2 CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. *SPOI (Single Point of Interface)	Stand Alone

- Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

7.2.7.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **AMERITECH-MICHIGAN** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is

processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

7.2.7.4 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.

7.2.7.5 Subloops will be provided without conditioning, unless conditioning of subloops is requested by CLEC. Pricing for conditioning of subloops will be pursuant to Appendix Pricing. All other terms and conditions related to conditioning of subloops will be pursuant to the terms and conditions that would control conditioning of the full loop of which the particular ordered subloop is a part.

7.2.7.6 Sub-loops are not available for combination by **AMERITECH-MICHIGAN** with any Unbundled Network Elements or service.

7.2.7.7 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **AMERITECH-MICHIGAN** switch will be lost.

7.2.7.8 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be in accordance with Appendix Pricing.

7.2.7.9 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access

services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

7.2.8 Loop Frequency Unbundling

7.2.8.1 The High Frequency Portion of the Loop (HFPL) will be provided according to Appendix DSL.

8. LOCAL SWITCHING

8.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-MICHIGAN**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

9. SHARED TRANSPORT

9.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-MICHIGAN**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

10. TANDEM SWITCHING

10.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-MICHIGAN**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

11. PACKET SWITCHING

11.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-MICHIGAN**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

12. INTEROFFICE TRANSPORT

12.1. The Interoffice Transport (IOT) network element is defined as **AMERITECH-MICHIGAN** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **AMERITECH-MICHIGAN**, or requesting CLEC, or between switches owned by **AMERITECH-MICHIGAN** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request or pursuant to the Facility Modification Process.

12.2. **AMERITECH-MICHIGAN** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

12.3. Unbundled Dedicated Transport

12.3.1. Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by **AMERITECH-MICHIGAN** or between a Wire Center or switch owned by **AMERITECH-MICHIGAN** and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services, except as otherwise specifically set out herein.

12.3.2. **AMERITECH-MICHIGAN** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

12.3.3. UDT includes the following elements:

12.3.3.1. Interoffice Transport Facility– Is a circuit between two **AMERITECH-MICHIGAN** Wire Centers.

12.3.3.2. Entrance Facility – Is a circuit from **AMERITECH-MICHIGAN** serving Wire Center to the CLEC's location.

12.3.3.3. Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

12.3.3.4. Other Optional features are outlined in Appendix Pricing.

12.4. Diversity

12.4.1. When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

12.4.2. **AMERITECH-MICHIGAN** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **AMERITECH-MICHIGAN** for CLEC specific diversity. **AMERITECH-MICHIGAN** will advise CLEC of the applicable additional charges. **AMERITECH-MICHIGAN** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges

12.5. Digital Cross-Connect System (DCS)

12.5.1. **AMERITECH-MICHIGAN** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

12.6. Network Reconfiguration Service (NRS)

12.6.1. AMERITECH-MICHIGAN will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix

13. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

13.1. AMERITECH-MICHIGAN will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

14. SIGNALING NETWORKS AND CALL-RELATED DATABASES

14.1. Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to AMERITECH-MICHIGAN'S signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

15. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

15.1. Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AMERITECH-MICHIGAN'S databases and information. AMERITECH-MICHIGAN will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

16. CROSS CONNECTS

16.1. Intentionally Omitted

16.2. Pricing for Sections 13.3, 13.4 and 13.5 for AMERITECH-MICHIGAN are provided as set forth in Appendix Pricing. For all other cross-connect pricing for AMERITECH-MICHIGAN refer to the applicable state tariff.

16.3. The applicable Loop cross connects to point of access for the purpose of CLEC combining a **AMERITECH-MICHIGAN** Loop with another **AMERITECH-MICHIGAN** UNE are as follows:

16.3.1. 2-Wire Analog Loop to UNE Connection Methods point of access

16.3.2. 4 -Wire Analog Loop to UNE Connection Methods point of access

16.3.3. 2 -Wire Digital Loop to UNE Connection Methods point of access

16.3.4. 4 -Wire Digital Loop to UNE Connection Methods point of access

16.4. The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another **AMERITECH-MICHIGAN** UNE are as follows:

16.4.1. DS-1 to UNE Connection Methods point of access

16.4.2. DS-3 to UNE Connection Methods point of access

16.5. The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **AMERITECH-MICHIGAN** UNE are as follows:

16.5.1. Analog Line Port to UNE Connection Methods point of access

16.5.2. ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

16.5.3. ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

16.5.4. Analog DID Trunk Port

16.6. Maintenance of Elements

16.6.1. If trouble occurs with unbundled network elements provided by **AMERITECH-MICHIGAN**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **AMERITECH-**

MICHIGAN'S equipment and/or facilities, CLEC will issue a trouble report to AMERITECH-MICHIGAN.

16.6.2. CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and AMERITECH-MICHIGAN dispatches personnel to the End User's premises or a AMERITECH-MICHIGAN Central Office and trouble was not caused by AMERITECH-MICHIGAN'S facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

16.6.3. CLEC shall pay Time and Material charges when AMERITECH-MICHIGAN dispatches personnel and the trouble is in equipment or communications systems owned or leased by the end user, unless covered under a separate maintenance agreement.

16.6.4. CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

16.6.5. If CLEC issues a trouble report allowing AMERITECH-MICHIGAN access to the End User's premises, AMERITECH-MICHIGAN and CLEC shall schedule an appointment for access to such End User's premises. If AMERITECH-MICHIGAN personnel are dispatched as scheduled but denied access to the premises, then Time and Material charges will apply for the period of time that AMERITECH-MICHIGAN personnel are dispatched. Subsequently, if AMERITECH-MICHIGAN personnel are allowed access to the premises, these charges will still apply.

16.6.6. Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AMERITECH-MICHIGAN performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AMERITECH-MICHIGAN performed on a normally

scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **AMERITECH-MICHIGAN** performed other than on a normally scheduled workday.

16.6.7. If CLEC requests or approves a **AMERITECH-MICHIGAN** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

17. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

17.1. Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This MPSC September 21, 2004 Order 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 SBC Michigan ("SBC Michigan")[1] and TDS Metrocom, LLC ("CLEC").

WHEREAS, SBC 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");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

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 by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.[2]

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[1] Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan

2.2 This Amendment is provided as a means by which SBC Michigan and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

2.4 The Parties acknowledge that they dispute certain collocation rates set forth in the underlying Agreement (as previously amended). The Parties further acknowledge and agree that this Amendment does in no way affect any of the collocation rates of the underlying Agreement (as previously amended) or any dispute between the Parties over such collocation rates.

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"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

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; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, 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*

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and the Adopting CLEC, following the date the MPSC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

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).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

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 its duly authorized representative.

TDS Metrocom, LLC

By: _____

Printed: Nicholas D Jackson

Title: Vice President

Date: 10/3/05

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

By: _____

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: DEC 15 2005

FACILITIES-BASED OCN # 5353

ACNA MSN

MICHIGAN		MI Generic Rates		
		MI RECURRING	MI NON-REC	
		Monthly	Initial	Additional
The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on on this pricing sheet, this Amendment which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC Michigan is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				
UNBUNDLED NETWORK ELEMENTS				
Unbundled Loops+A28				
2-Wire Analog - Rural (Zone C)	U2HC1-C5	$ 14.20	See NRC prices below	
2-Wire Analog - Suburban (Zone B)	U2HB1-B3	$ 10.77	See NRC prices below	
2-Wire Analog - Metro (ZoneA)	U2HAA	$ 9.13	See NRC prices below	
Conditioning for dB Loss				
4-Wire Analog - Rural (Zone C)	U4HC1-C5	$ 33.16	See NRC prices below	
4-Wire Analog - Suburban (Zone B)	U4HB1-B3	$ 28.66	See NRC prices below	
4-Wire Analog - Metro (Zone A)	U4HAA	$ 21.83	See NRC prices below	
2-Wire Digital - Rural (Zone C)	U2QC1-C5	$ 19.93	See NRC prices below	
2-Wire Digital - Suburban (Zone B)	U2QB1-B3	$ 16.22	See NRC prices below	
2-Wire Digital - Metro (Zone A)	U2QAA	$ 12.66	See NRC prices below	
4-Wire Digital - Rural (ZoneC)	4U1C1-C5	$ 51.71	See NRC prices below	
4-Wire Digital - Suburban (ZoneB)	4U1B1-B3	$ 44.01	See NRC prices below	
4-Wire Digital - Metro (Zone A)	4U1AA	$ 40.65	See NRC prices below	
DS3 Loop - Rural (Access Area C)	U4D3C	$ 479.37	See NRC prices below	
DS3 Loop - Suburban (Access Area B)	U4D3B	$ 379.39	See NRC prices below	
DS3 Loop - Metro (Access Area A)	U4D3A	$ 321.94	See NRC prices below	
DSL Capable Loops				
2-Wire Digital Loop ISDN/IDSL	OPEN	See 2-Wire Digital	See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	OPEN	See 2-Wire Digital	See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	OPEN	See 2-Wire Digital	See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro				
2-Wire xDSL Loop	2SLA3	$ 17.02	TBD	N/A
PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA2	$ 11.42	TBD	N/A
PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA1	$ 9.51	TBD	N/A
PSD #1 - 2-Wire xDSL Loop Access Area A- Metro				
PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 17.02	TBD	N/A
PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 11.42	TBD	N/A
PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 9.51	TBD	N/A
PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 17.02	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 11.42	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 9.51	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 17.02	TBD	N/A
PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 11.42	TBD	N/A
PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 9.51	TBD	N/A
PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 17.02	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 11.42	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 9.51	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 17.02	TBD	N/A
PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 11.42	TBD	N/A
PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 9.51	TBD	N/A
4-Wire xDSL Loop	4SL13	$ 32.35	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL12	$ 20.96	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL11	$ 17.51	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area A- Metro				
IDSL Capable Loop	UY5FC	$ 19.93	See NRC prices below	
IDSL Loop Access Area C - Rural	UY5FB	$ 16.22	See NRC prices below	
IDSL Loop Access Area B - Suburban	UY5FA	$ 12.66	See NRC prices below	
IDSL Loop Access Area A - Metro				
Loop Qualification Process	NR98U	N/A	$0.00	N/A
Loop Qualification Process - Mechanized	NR8XU	N/A	$0.00	N/A
Loop Qualification Process - Manual	TBD	N/A	$0.00	N/A
Loop Qualification Process - Detailed Manual				

TBD - To Be Determined
N/A - Not Applicable

MICHIGAN		MI Generic Rates		
		MI RECURRING	MI NON-REC	
		Monthly	Initial	Additional
DSL Conditioning Options - >12KFT and < 17.5KFT	NRBXV	N/A	$0.00	N/A
Removal of Repeater Options	NRBXW	N/A	$0.00	N/A
Removal Bridged Tap Option	NRBXZ	N/A	$0.00	N/A
Removal of Load Coil				
DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT	NRBNL	N/A	$0.00	N/A
Removal of Repeater Options	NRBNK	N/A	$0.00	N/A
Removal Bridged Tap Option	NRBNJ	N/A	$0.00	N/A
Removal of Load Coil				
Loop Non-Recurring Charges (Excluding DS3)				
Service Order- Initial	SEPUP	N/A	$ 3.62	N/A
Service Order- Disconnect	NR9QE	N/A	$ 1.77	N/A
Service Order- Subsequent	REAH9	N/A	$ 3.46	N/A
Loop Connection	SEPUC	N/A	$ 20.43	N/A
Loop Disconnect	NR9QG	N/A	$ 6.71	N/A
Loop - Record Work Only	NR9UP	N/A	$ 2.13	N/A
Administration Charge, per order - DS1 Service	NR9QR	N/A	$ 3.54	N/A
Design and CO Connection Charge, per circuit - DS1 Service	NR90U	N/A	$ 63.95	N/A
Carrier Connection Charge per Termination -DS1 Service	NR90W	N/A	$0.00	N/A
Administration Charge, per order - DS1 Service - Disconnect	NR9QT	N/A	$ 2.13	N/A
Design and CO Connection Charge, per circuit - DS1 Service - Disconnect	NR9QV	N/A	$ 41.42	N/A
Carrier Connection Charge per Termination -DS1 Service - Disconnect	NR9QX	N/A	$0.00	N/A
DS3 Loop Non-Recurring Charges				
Administrative charge, per order per location - Initial order	NR9QY	N/A	$ 3.54	N/A
Disconnect order	NR9QZ	N/A	$ 2.13	N/A
Design & Central Office Connection Charge, per DS3 - Initial order	NR9Q1	N/A	$ 91.29	N/A
Disconnect order	NR9Q2	N/A	$ 31.48	N/A
Carrier Connection Charge, per DS3 - Initial order	NR9Q3	N/A	$0.00	N/A
Disconnect order	NR9Q4	N/A	$0.00	N/A
SUB-LOOPS				
ECS to SAI sub-loop				
2 Wire Analog - area A		$ 1.10		See NRC prices below
2 Wire Analog - area B		$ 1.04		See NRC prices below
2 Wire Analog - area C		$ 1.10		See NRC prices below
4 Wire Analog - area A		$ 2.11		See NRC prices below
4 Wire Analog - area B		$ 2.00		See NRC prices below
4 Wire Analog - area C		$ 2.11		See NRC prices below
2 Wire DSL - area A		$ 1.07		See NRC prices below
2 Wire DSL - area B		$ 0.99		See NRC prices below
2 Wire DSL - area C		$ 1.04		See NRC prices below
4 Wire DSL - area A		$ 2.12		See NRC prices below
4 Wire DSL - area B		$ 1.96		See NRC prices below
4 Wire DSL - area C		$ 2.05		See NRC prices below
ECS to Terminal sub-loop				
2 Wire Analog - area A		$ 3.50		See NRC prices below
2 Wire Analog - area B		$ 4.14		See NRC prices below
2 Wire Analog - area C		$ 7.17		See NRC prices below
4 Wire Analog - area A		$ 6.33		See NRC prices below
4 Wire Analog - area B		$ 7.50		See NRC prices below
4 Wire Analog - area C		$ 13.39		See NRC prices below
2 Wire DSL - area A		$ 3.55		See NRC prices below
2 Wire DSL - area B		$ 4.21		See NRC prices below
2 Wire DSL - area C		$ 6.98		See NRC prices below
4 Wire DSL - area A		$ 6.82		See NRC prices below
4 Wire DSL - area B		$ 8.06		See NRC prices below
4 Wire DSL - area C		$ 13.69		See NRC prices below
ECS to NID sub-loop				
2 Wire Analog - area A		$ 5.17		See NRC prices below
2 Wire Analog - area B		$ 5.95		See NRC prices below
2 Wire Analog - area C		$ 9.21		See NRC prices below
4 Wire Analog - area A		$ 7.97		See NRC prices below
4 Wire Analog - area B		$ 9.12		See NRC prices below
4 Wire Analog - area C		$ 15.47		See NRC prices below
2 Wire DSL - area A		$ 5.27		See NRC prices below
2 Wire DSL - area B		$ 6.07		See NRC prices below
2 Wire DSL - area C		$ 8.95		See NRC prices below
4 Wire DSL - area A		$ 8.65		See NRC prices below
4 Wire DSL - area B		$ 9.86		See NRC prices below
4 Wire DSL - area C		$ 15.84		See NRC prices below
SAI to Terminal sub-loop				
2 Wire Analog - area A		$ 2.90		See NRC prices below
2 Wire Analog - area B		$ 3.55		See NRC prices below
2 Wire Analog - area C		$ 6.55		See NRC prices below
4 Wire Analog - area A		$ 5.17		See NRC prices below
4 Wire Analog - area B		$ 6.36		See NRC prices below
4 Wire Analog - area C		$ 12.19		See NRC prices below
2 Wire DSL - area A		$ 2.95		See NRC prices below

TBD - To Be Determined
N/A - Not Applicable

MICHIGAN	MI Generic Rates	
	MI RECURRING	MI NON-REC
	Monthly	Initial / Additional
2 Wire DSL - area B	$ 3.61	See NRC prices below
2 Wire DSL - area C	$ 6.34	See NRC prices below
4 Wire DSL - area A	$ 5.66	See NRC prices below
4 Wire DSL - area B	$ 6.92	See NRC prices below
4 Wire DSL - area C	$ 12.49	See NRC prices below
SAI to NID sub-loop		
2 Wire Analog - area A	$ 4.57	See NRC prices below
2 Wire Analog - area B	$ 5.35	See NRC prices below
2 Wire Analog - area C	$ 8.69	See NRC prices below
4 Wire Analog - area A	$ 6.81	See NRC prices below
4 Wire Analog - area B	$ 7.98	See NRC prices below
4 Wire Analog - area C	$ 14.27	See NRC prices below
2 Wire DSL - area A	$ 4.67	See NRC prices below
2 Wire DSL - area B	$ 5.48	See NRC prices below
2 Wire DSL - area C	$ 8.33	See NRC prices below
4 Wire DSL - area A	$ 7.49	See NRC prices below
4 Wire DSL - area B	$ 8.72	See NRC prices below
4 Wire DSL - area C	$ 14.64	See NRC prices below
Terminal to NID sub-loop		
2 Wire Analog - area A	$ 2.13	See NRC prices below
2 Wire Analog - area B	$ 2.28	See NRC prices below
2 Wire Analog - area C	$ 2.66	See NRC prices below
4 Wire Analog - area A	$ 2.13	See NRC prices below
4 Wire Analog - area B	$ 2.07	See NRC prices below
4 Wire Analog - area C	$ 2.69	See NRC prices below
2 Wire DSL - area A	$ 2.20	See NRC prices below
2 Wire DSL - area B	$ 2.36	See NRC prices below
2 Wire DSL - area C	$ 2.60	See NRC prices below
4 Wire DSL - area A	$ 2.37	See NRC prices below
4 Wire DSL - area B	$ 2.29	See NRC prices below
4 Wire DSL - area C	$ 2.78	See NRC prices below
NID sub-loop element		
2 Wire Analog - area A	$ 0.16	See NRC prices below
2 Wire Analog - area B	$ 0.15	See NRC prices below
2 Wire Analog - area C	$ 0.15	See NRC prices below
4 Wire Analog - area A	$ 0.33	See NRC prices below
4 Wire Analog - area B	$ 0.31	See NRC prices below
4 Wire Analog - area C	$ 0.32	See NRC prices below
2 Wire DSL - area A	$ 0.15	See NRC prices below
2 Wire DSL - area B	$ 0.15	See NRC prices below
2 Wire DSL - area C	$ 0.15	See NRC prices below
4 Wire DSL - area A	$ 0.33	See NRC prices below
4 Wire DSL - area B	$ 0.31	See NRC prices below
4 Wire DSL - area C	$ 0.32	See NRC prices below
2 Wire ISDN Compatible - area A	$ 0.16	See NRC prices below
2 Wire ISDN Compatible - area B	$ 0.15	See NRC prices below
2 Wire ISDN Compatible - area C	$ 0.15	See NRC prices below
4 Wire DS1 Compatible - area A	TBD	See NRC prices below
4 Wire DS1 Compatible - area B	TBD	See NRC prices below
4 Wire DS1 Compatible - area C	TBD	See NRC prices below
DS3 compatible subloop - area A	TBD	See NRC prices below
DS3 compatible subloop - area B	TBD	See NRC prices below
DS3 compatible subloop - area C	TBD	See NRC prices below
Sub-Loop Non-Recurring Charges		
Analog Sub-Loop		
Service Ordering Charges		
Installation, per occasion per location	N/A	$ 3.62 N/A
Disconnect, per occasion per location	N/A	$ 2.13 N/A
Subsequent, per occasion	N/A	$ 3.64 N/A
Record Work, per occasion	N/A	$ 1.86 N/A
Sub-Loop Connection Charge, per termination	N/A	$ 17.82 N/A
Sub-Loop Disconnection Charge, per termination	N/A	$ 5.85 N/A
Digital Sub-Loops		
DS1 Rates		
Administrative Charge, per order per location		
Initial Order	N/A	$ 136.82 N/A
Disconnect Order	N/A	$ 98.89 N/A
Design and CO Connection Charge, per DS1		
Initial Order	N/A	$ 339.17 N/A
Disconnect Order	N/A	$ 47.15 N/A
Carrier Connection Charge, per DS1		
Initial Order	N/A	$ 209.19 N/A
Disconnect Order	N/A	$ 75.01 N/A
DS3 Rates		
Administrative Charge, per order per location		
Initial Order	N/A	$ 120.93 N/A
Disconnect Order	N/A	$ 79.65 N/A

TBD - To Be Determined
N/A - Not Applicable

MICHIGAN				MI Generic Rates		
				MI RECURRING	MI NON-REC	
				Monthly	Initial	Additional
Design and CO Connection Charge, per DS3						
	Initial Order			N/A	$ 464.19	N/A
	Disconnect Order			N/A	$ 103.83	N/A
Carrier Connection Charge, per DS3						
	Initial Order			N/A	$ 129.24	N/A
	Disconnect Order			N/A	$ 51.13	N/A
Loop Cross Connects						
DS3 C.O. Cross-Connect to Collocation			CXCBX	$ 27.86	N/A	N/A
Cross Connects						
2-Wire			CXCT2	$ 0.13	N/A	N/A
4-Wire			CXCT4	$ 0.27	N/A	N/A
6-Wire			OPEN	$ 0.40	N/A	N/A
8-Wire			OPEN	$ 0.54	N/A	N/A
DS1/LT1			CXCDX	$ 16.46	N/A	N/A
DS3/LT3			CXC8X	N/A	N/A	N/A
Dedicated Transport						
Interoffice Transport:						
DS1	Interoffice Mileage Termination - Per Point of Termination -Zone 1		CZ4X1	$ 12.39	N/A	N/A
	Interoffice Mileage Termination - Per Point of Termination -Zone 2		CZ4X2	$ 12.28		
	Interoffice Mileage Termination - Per Point of Termination -Zone 3		CZ4X3	$ 13.17		
	Interoffice Mileage - Per Mile - Zone 1		1YZX1	$ 0.69	N/A	N/A
	Interoffice Mileage - Per Mile - Zone 2		1YZX2	$ 0.77		
	Interoffice Mileage - Per Mile - Zone 3		1YZX3	$ 0.50		
DS3	Interoffice Mileage Termination - Per Point of Termination - Zone 1		CZ4W1	$ 129.82	N/A	N/A
	Interoffice Mileage Termination - Per Point of Termination - Zone 2		CZ4W2	$ 114.98		
	Interoffice Mileage Termination - Per Point of Termination - Zone 3		CZ4W3	$ 110.02		
	Interoffice Mileage - Per Mile - Zone 1		1YZB1	$ 6.20	N/A	N/A
	Interoffice Mileage - Per Mile - Zone 2		1YZB2	$ 3.84		
	Interoffice Mileage - Per Mile - Zone 3		1YZB3	$ 9.52		
Multiplexing						
DS1 to Voice Grade			QMVX1-X3	$ 280.24	N/A	N/A
DS3 to DS1	[also defined in the MI order 13531 as Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement"]		QM3X1-X3	$ 414.55	N/A	N/A
Dedicated Transport Cross Connects						
DS1			CXCDX	$ 0.46	N/A	N/A
DS3			CXCEX	$ 0.84	N/A	N/A
Dedicated Transport Network Reconfiguration Service (NRS)						
On rates, terms and conditions specified in FCC Tariff No. 2						
Dedicated Transport Optional Features & Functions						
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		CLYX1-X9		$ 75.28	N/A
	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect				$0.00	N/A
Dedicated Transport Installation & Rearrangement Charges						
DS1	Administration Charge - Per Order - Install		ORCMX	N/A	$ 3.14	N/A
	Administration Charge - Per Order - Disconnect		NR9OT	N/A	$ 2.13	N/A
	Design & Central Office Connection Charge - Per Circuit - Install		NRBCL	N/A	$ 339.17	N/A
	Design & Central Office Connection Charge - Per Circuit - Disconnect		NR9OV	N/A	$ 34.41	N/A
	Carrier Connection Charge Per Termination - Per Circuit - Install		NRBBL	N/A	$ 209.19	N/A
	Carrier Connection Charge Per Termination - Per Circuit -Disconnect		NR9OX	N/A	$ 75.01	N/A
DS3	Administration Charge - Per Order - Install		ORCMX	N/A	$ 3.14	N/A
	Administration Charge - Per Order - Disconnect		NR9OZ	N/A	$ 2.13	N/A
	Design & Central Office Connection Charge - Per Circuit - Install		NRBCL	N/A	$ 464.19	N/A
	Design & Central Office Connection Charge - Per Circuit - Disconnect		NRBO2	N/A	$ 103.83	N/A
	Carrier Connection Charge Per Termination - Per Circuit - Install		NRBBL	N/A	$ 129.24	N/A
	Carrier Connection Charge Per Termination - Per Circuit - Disconnect		NRBO4	N/A	$ 51.13	N/A
Dark Fiber						
Dark Fiber Interoffice						
	Dark Fiber Interoffice Termination (Per Termination per Fiber)[also defined in the MI order 13531 as "Interoffice Milage Termination"]		ULYCX	$ 25.34	N/A	N/A
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)[also defined in the MI order 13531 as "Interoffice Mileage"]		ULNCF	$ 0.002196	N/A	N/A
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)[also defined in the MI order 13531 as "Interoffice Cross Connect"]		UKCJX	$ 2.11	N/A	N/A
Inquiry (Per Request)			NR9D6	N/A	$ 294.87	N/A
	Dark Fiber Interoffice Transport - NRC					
FIRM ORDER (Per Fiber Strand)						
Installation			NRB51	N/A	$ 14.35	N/A
Administrative per Order			NRB54	N/A	$ 465.62	N/A
Dark Fiber Interofofice Transport - NRC						
Disconnect						

TBD - To Be Determined
N/A - Not Applicable

MICHIGAN		MI Generic Rates		
		MI RECURRING	MI NON-REC	
		Monthly	Initial	Additional
Administrative per Order	NR9H2	N/A	$ 16.19	N/A
Dark Fiber Interoffice Transport - NRC	NR9H5	N/A	$ 157.40	N/A

* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

RESALE		RESALE DISCOUNTS	
		RECURRING	ON-RECURRING
BUSINESS			
LOCAL EXCHANGE SERVICE			
Business 1 Party	RESALE	16.62%	16.62%
Business - Measured	RESALE	16.62%	16.62%
Customer Operated Pay Telephone (COPT)	RESALE	16.62%	16.62%
EXPANDED LOCAL CALLING			
Interzone	RESALE	16.62%	16.62%
VERTICAL SERVICES			
Anonymous Call Rejection	RESALE	16.62%	16.62%
Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%
Call Blocker	RESALE	16.62%	16.62%
Call Forwarding	RESALE	16.62%	16.62%
Call Forwarding - Busy Line	RESALE	16.62%	16.62%
Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%
Call Forwarding - Don't Answer	RESALE	16.62%	16.62%
Automatic CallBack (Call Return)	RESALE	16.62%	16.62%
Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%
Call Trace	RESALE	16.62%	16.62%
Call Waiting	RESALE	16.62%	16.62%
Caller ID WithName (Calling Name)	RESALE	16.62%	16.62%
Caller ID (Calling Number)	RESALE	16.62%	16.62%
MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%	16.62%
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	0.00%	0.00%
Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
Selective Call Forwarding	RESALE	16.62%	16.62%
Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%	16.62%
Remote Call Forwarding-Per Feature	RESALE	16.62%	16.62%
RCF, Interstate, Interexchange	RESALE	16.62%	16.62%
RCF, Intrastate	RESALE	16.62%	16.62%
RCF, Interstate, International	RESALE	16.62%	16.62%
RCF, Intrastate, Interexchange	RESALE	16.62%	16.62%
RCF to 800	RESALE	16.62%	16.62%
RCF Additional	RESALE	16.62%	16.62%
Speed Calling 8	RESALE	16.62%	16.62%
Speed Calling 30	RESALE	16.62%	16.62%
Three Way Calling	RESALE	16.62%	16.62%
Call Screening	RESALE	16.62%	16.62%
Busy Line Transfer	RESALE	16.62%	16.62%
Alternate Answer	RESALE	16.62%	16.62%
Message Waiting - Tone	RESALE	16.62%	16.62%
Easy Call	RESALE	16.62%	16.62%
Prime Number Service	RESALE	16.62%	16.62%
AMERITECH Privacy Manager	RESALE	16.62%	16.62%
Name and Number Delivery Service			
DID			
DID	RESALE	16.62%	16.62%
TRUNKS			
Trunk	RESALE	16.62%	16.62%
AIN			
Area Wide Networking	RESALE	16.62%	16.62%
Ameritech Switch Alternate Routing (ANSAR)	RESALE	16.62%	16.62%
Ameritech Customer Location Alternate Routing (ACLAR)	RESALE	16.62%	16.62%
OTHER			
Grandfathered Services	RESALE	0.00%	0.00%
Promotions (Greater than 90 days)	RESALE	16.62%	16.62%
TouchTone (Business)	RESALE	16.62%	16.62%
TouchTone (Trunk)	RESALE	16.62%	16.62%
900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%
976 (976 Information Delivery Service)	RESALE	0%	0%
Access Services (See Access Tariff)	RESALE	0%	0%
Additional Directory Listings	RESALE	16.62%	16.62%
Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%
Connection Services	RESALE	16.62%	16.62%
Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
Shared Tenant Service	RESALE	0%	0%

TBD - To Be Determined
N/A - Not Applicable

MICHIGAN		MI Generic Rates			
		MI RECURRING		MI NON-REC	
		Monthly		Initial	Additional
ISDN	RESALE	16.62%	16.62%		
ISDN					
DIRECTORY ASSISTANCE SERVICES	RESALE	16.62%	16.62%		
Directory Assistance Services	RESALE	16.62%	16.62%		
Local Operator Assistance Service					
TOLL	RESALE	16.62%	16.62%		
TOLL					
OPTIONAL TOLL CALLING PLANS	RESALE	16.62%	16.62%		
Optional Toll Calling Plans					
CENTREX (PLEXAR)	RESALE	16.62%	16.62%		
Ameritech Centrex Service ACS	RESALE	0.00%	0.00%		
Ameritech Centrex Network Manager					
PRIVATE LINE	RESALE	16.62%	16.62%		
Analog Private Lines	RESALE	16.62%	16.62%		
Private Line Channel Services					
		RESALE DISCOUNTS			
RESIDENCE	RESALE	RECURRING	ON-RECURRING		
LOCAL EXCHANGE SERVICE	RESALE	0.00%	0.00%		
Life Line	RESALE	16.62%	16.62%		
Residence 1 Party	RESALE	16.62%	16.62%		
Residence Measured					
EXPANDED LOCAL CALLING	RESALE	16.62%	16.62%		
Interzone					
VERTICAL SERVICES	RESALE	16.62%	16.62%		
Anonymous Call Rejection	RESALE	16.62%	16.62%		
Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%		
Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%		
Call Blocker	RESALE	16.62%	16.62%		
Call Forwarding	RESALE	16.62%	16.62%		
Call Forwarding - Busy Line	RESALE	16.62%	16.62%		
Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%		
Call Forwarding - Don't Answer	RESALE	16.62%	16.62%		
Automatic Call-Back (Call Return)	RESALE	16.62%	16.62%		
Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%		
Call Trace	RESALE	16.62%	16.62%		
Call Waiting	RESALE	16.62%	16.62%		
Caller ID with Name (Calling Name)	RESALE	16.62%	16.62%		
Caller ID (Calling Number)	RESALE	16.62%	16.62%		
Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	16.62%	16.62%		
Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent num	RESALE	0.00%	0.00%		
Remote Access to Call Forwarding (CF)	RESALE	16.62%	16.62%		
RCF, Interstate, Interexchange	RESALE	16.62%	16.62%		
RCF, Intrastate	RESALE	16.62%	16.62%		
RCF, Interstate, International	RESALE	16.62%	16.62%		
RCF, Intrastate, Interexchange	RESALE	16.62%	16.62%		
RCF to 800	RESALE	16.62%	16.62%		
RCF Additional	RESALE	16.62%	16.62%		
Selective Call Forwarding	RESALE	16.62%	16.62%		
Speed Calling 8	RESALE	16.62%	16.62%		
Three Way Calling	RESALE	16.62%	16.62%		
Call Screening	RESALE	16.62%	16.62%		
Busy Line Transfer	RESALE	16.62%	16.62%		
Alternate Answer	RESALE	16.62%	16.62%		
Message Waiting - Tone	RESALE	16.62%	16.62%		
Easy Call	RESALE	16.62%	16.62%		
AMERITECH Privacy Manager	RESALE	16.62%	16.62%		
Name and Number Delivery Service					
ISDN	RESALE	16.62%	16.62%		
ISDN					
OTHER (Resale)		16.62%	16.62%		
DIRECTORY ASSISTANCE SERVICES	RESALE	16.62%	16.62%		
Local Operator Assistance Service					
	RESALE			$1,800.00	$1,800.00
OS/DA Reseller Branding - Initial Load Subsequent Load	RESALE		$ 0.025000		
OS/DA OS/DA Reseller Branding - Per Call	RESALE		$2,200.00		
OS/DA Reseller Rate Reference - Initial Load	RESALE		$1,000.00		
OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load					

TBD - To Be Determined
N/A - Not Applicable

MICHIGAN		MI Generic Rates			
		MI RECURRING		MI NON-REC	
		Monthly		Initial	Additional
OTHER					
Grandfathered Services	RESALE	0.00%	0.00%		
Promotions (Greater than 90 Days)	RESALE	16.62%	16.62%		
TouchTone	RESALE	16.62%	16.62%		
Home Services Packages	RESALE	0%	0%		
900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%		
976 (976 Information Delivery Service)	RESALE	0%	0%		
Access Services (See Access Tariff)	RESALE	16.62%	16.62%		
Additional Directory Listings	RESALE	0%	0%		
Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	16.62%	16.62%		
Connection Services	RESALE	0%	0%		
Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%		
Shared Tenant Service					
TOLL	RESALE	16.62%	16.62%		
Toll					
Electronic Billing Information Data (daily usage) per message	RESALE	$0.00			
Local disconnect Report (LDR) Per WTN	RESALE	$0.00			
Line Connection Charge	RESALE		$34.38		
Residence	RESALE		$34.38		
Business					
Service Order/Service Request Charge	RESALE		N/A		
Residence	RESALE		N/A		
Business					
Non-electronic (Manual) Service Order Charge	RESALE		$8.91		
Residence	RESALE		$8.91		
Business					
OTHER					
Directory Assistance	OPEN	$ 0.248852		N/A	N/A
Directory Assistance, per occurrence	OPEN	$ 0.004099		N/A	N/A
Directory Assistance Call Completion (DACC)	OPEN	$ 0.35		N/A	N/A
Directory Assistance/National Directory Assistance, per occurrence					
Branding - Facility Based - Initial/Subsequent Load - Branding, per trunk group [also defined in the MI order 13531 as "Unbundled Directory Assistance - Branding, per Switch, initial/subsequent load (same branding announcement")]	OPEN	N/A		$ 1,098.67	$ 143.75
Directory Assistance - Facilities Based Rate Reference - Initial Load	OPEN	N/A		$ 2,200.00	N/A
Directory Assistance - Facilities Based Rate Reference - Subsequent	OPEN	N/A		$ 1,000.00	N/A
DA Listings					
DA Listing Liscense					
Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
- per listing for initial load	OPEN	N/A		$ 0.040	N/A
- per listing for subsequent updates	OPEN	N/A		$ 0.060	N/A
Option #2 Full File (all states inclusive) Billable Release					
- per listing for initial load	OPEN	N/A		$ 0.020	N/A
- per listing for subsequent updates	OPEN	N/A		$ 0.030	N/A
- per usage/query	OPEN	N/A		$ 0.020	N/A
Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
- per listing for initial load	OPEN	N/A		$ 0.050	N/A
- per listing for subsequent updates	OPEN	N/A		$ 0.060	N/A
Option #4 Pick & Choose (by state) Billable Release					
- per listing for initial load	OPEN	N/A		$ 0.020	N/A
- per listing for subsequent updates	OPEN	N/A		$ 0.030	N/A
- per usage/query	OPEN	N/A		$ 0.020	N/A
Operator Services	OPEN	$ 0.017312		N/A	N/A
Fully Automated Call Processing, per occurrence					
Operator Assisted Call Processing, per work second [also defined in the MI order 13531 as "Unbundled Operator Services - Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE"]	OPEN	$ 0.276712		N/A	N/A

TBD - To Be Determined
N/A - Not Applicable

MICHIGAN		MI Generic Rates		
		MI RECURRING	MI NON-REC	
		Monthly	Initial	Additional
Branding - Facility Based - Initial/Subsequent Load - Branding, per trunk group [also defined in the MI order 13531 as "Unbundled Operator Services - Branding, per Switch, initial/subsequent load (same branding announcement)"]	OPEN	N/A	$ 1,098.67	$ 143.75
Operator Services - Facilities Based Rate Reference - Initial Load	OPEN	N/A	$ 2,200.00	N/A
Operator Services - Facilities Based Rate Reference - Subsequent Rater	OPEN	N/A	$ 1,000.00	N/A
Ancillary Message Compensation (per message)	OPEN	0.03	N/A	N/A
		Annually		
Structure Access - Poles & Ducts	OPEN	$ 1.48		
Per Pole attachment	OPEN	$ 0.08		
Per Foot of innerduct	OPEN		$ 200.00	
Application fee				
Emergency Number Service Access		See Tariff #20 Part 23 Section 3		
RECIPROCAL COMPENSATION				
End Office Local Termination				
Set up charge, per call	USAGE	$ 0.000622		
Duration charge, per MOU	USAGE	$ 0.000521		
Tandem Switching				
Set up charge, per call	USAGE	$ 0.000322		
Duration charge, per MOU	USAGE	$ 0.000337		
Tandem Transport Termination				
Set up charge, per call	USAGE	$ 0.000077		
Duration charge, per MOU	USAGE	$ 0.000081		
Tandem Transport Facility Mileage, per MOU per mile		$ 0.000001		
Presumed ISP Traffic	USAGE	$ 0.0007	N/A	N/A
TRANSIT SERVICE				
Tandem Switching				
per minute of use	USAGE	$ 0.000309	N/A	
Tandem Termination				
per minute of use	USAGE	$ 0.000105	N/A	
Tandem Facility				
per minute of use	USAGE	$ 0.000040	N/A	

TBD - To Be Determined
N/A - Not Applicable

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * *

In the matter of the formal complaint of TDS Metrocom, LLC, LDMI Telecommunications, Inc and XO Communications Services, Inc against Michigan Bell Telephone Company, d/b/a AT&T Michigan, or in the alternative, an application	)	MPSC Case No. U-14952

DIRECT TESTIMONY

OF

KRISTIN SHULMAN

ON BEHALF OF

XO COMMUNICATIONS SERVICES, INC.

Q. Would you please state your name, business affiliation and address?

A. My name is Kristin Shulman. I am the Executive Director – Regulatory Affairs for XO Communications Services, Inc. ("XO"). My business address is 810 Jorie Blvd., Suite 200, Oak Brook, Illinois, 60523.

Q. What type of a business is XO?

A. XO is a facilities-based competitive local exchange carrier ("CLEC") and licensed to provide local exchange service in Michigan. XO provides a variety of local, long distance, and enhanced telecommunication services to business and governmental customers in Michigan. While XO primarily uses its own facilities to provide services, we make significant purchases of unbundled loops from Michigan Bell Telephone Company, f/k/a SBC Michigan, d/b/a AT&T Michigan ("AT&T") to complete services to our customers.

Q. Would you please describe your responsibilities as Executive Director Regulatory Affairs for XO?

A. In my position as Executive Director – Regulatory Affairs, I am responsible for all regulatory issues and policies, in which XO engages, in Georgia, Florida, Michigan, Ohio, Illinois, Missouri, Tennessee and Texas.

Q. Would you please describe your business experience and educational background?

A. I graduated from the State University of New York at Albany ("SUNY Albany") where I received a Bachelor of Arts degree in English. I also received a Masters of Arts degree in Economics from the Pennsylvania State University.

I started my career in 1984 as a Manager, Corporate Books at the Rochester Telephone Company in Rochester NY. Over the next 16 years, I held many management positions in the regulatory and marketing departments of then Bell Atlantic and Ameritech, culminating in the position of Vice President of Marketing, Ameritech Industry Services in the late 1990's. Subsequent to working for the regional operating companies, I was principal of Active Strategies, LLC a telecom consulting firm. In that capacity, I assisted a number of CLECs in entering the market utilizing UNEs obtained from the Incumbent Local Exchange Carriers. In 2003, I joined Allegiance Telecom, Inc. as Regional Vice President, Regulatory Affairs and handled all regulatory matters in which Allegiance took part in the Verizon east states. In 2004, Allegiance Telecom, Inc. was acquired by XO Communications, Inc. and I took on my current job responsibilities as Executive Director, Regulatory Affairs.

Q. Have you previously testified before any regulatory body?

A. Yes, I recently testified on behalf of XO in Michigan in Case No. U-14447 and in Ohio Docket No. 05-887-TP-UNC.

Q. Does XO obtain an unbundled network element known as 4-Wire Digital Loop for AT&T?

A. Yes.

Q. What type of cross connect facility does XO seek to obtain for its 4 wire digital loops?

A. XO seeks to obtain a simple 4-wire cross connect service from AT&T with a monthly recurring charge of $0.27.

Q. What type of cross connect facility does AT&T provide to XO?

A. AT&T does not provide the 4-wire cross connect with monthly recurring charge of $.0.27. Instead, AT&T provides a cross connect described in our ICA pricing appendix as DS1 Cross Connect with a monthly recurring charge of $16.46. This more expensive cross connect contains a Digital Test Assessment Unit ("DTAU") which XO does not need. This issue is explained in greater detail the testimony of Mr. Morrison and Dr. Ankum.

Q. Has AT&T's imposition of the $16.46 charge as opposed to the $0.27 charge resulted in XO being overbilled by AT&T?

A. Yes. AT&T's conduct of charging the much higher cross connect charge has resulted in AT&T over-billing and XO has overpaid for these cross connects. Confidential Exhibit C-7 contains the monthly and total amount of the overpayments through June 2006.

Q. Does your Interconnection Agreement require AT&T to provide XO access to unbundled network elements as required by federal law?

A. Yes. Exhibit C-8 consists of the relevant portions of our Interconnection Agreement and the Pricing Appendix.

Q. Does this conclude your testimony?

A. Yes.

EXHIBIT C-8

Relevant portions of Interconnection Agreement and Pricing Appendix

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

Dated as of October 31, 2001

by and between

AMERITECH Michigan,
a division of Ameritech Services, Inc.
on behalf of and as agent for Ameritech Michigan

and

XO Michigan, Inc.

7.7 **Operator Services and Directory Assistance Services.**
Intentionally left blank. See Amendment No. 1.

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTINGAND REPAIR

8.1 **Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

8.2 **Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of **Section 3.8**.

8.3 **Additional Terms.** Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

ARTICLE IX
UNBUNDLED ACCESS – SECTION 251(c)(3)

9.1 **Access to Network Elements.**

9.1.1 Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element identified in **Section 9.2**, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.1.1 The UNE Remand Order was released by the FCC on November 5, 1999. Portions of the UNE Remand Order are effective within thirty (30) days after publication in the Federal Register and other portions are effective within one hundred-twenty (120) days after publication. Both Parties are analyzing their respective rights and obligations under the UNE Remand Order. Subject to the outcome of any appeal, including but not limited to any stay that may be obtained pending appeal, the Parties acknowledge that the UNE Remand Order requires Ameritech to offer certain unbundled Network Elements not included below, such as subloops, dark fiber, inside wire owned by Ameritech, xDSL-capable loops, high capacity loops, and packet switching capability in certain circumstances; and limits or conditions Ameritech's obligation to offer certain Unbundled Network Elements set forth below such as Unbundled Switching Capability and Operator Services and Directory Services. The Parties agree to negotiate an amendment to this Agreement to conform the Agreement with the UNE Remand Order and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions relating to each such Unbundled Network Element within the time frame(s) specified for providing access as set forth in the UNE Remand. If the Parties are unable to reach agreement on an amendment within the specific time frame set forth in the UNE Remand Order for providing access to any Unbundled Network Element, a Party may consider such failure to negotiate an amendment a "Dispute" under **Section 27.4** of the Agreement.

9.1.2 Notwithstanding anything to the contrary in this Agreement, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are not required to provide access to one or more of the Network Elements (individually or in combination with another Network Element) described in this Agreement or places certain limitations or qualifications on the nature of such access, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated, as applicable, in good faith and this Agreement be amended accordingly. Notwithstanding anything to the contrary in this Agreement, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are required to provide access to

one or more Network Elements (individually or in combination with another Network Element) not described in this Agreement, Requesting Carrier may, by providing written notice to Ameritech, require than any affected provision of this Agreement be renegotiated, as applicable, in good faith and this Agreement be amended accordingly. If such modifications to the Agreement are not renegotiated within thirty (30) days after the date of such notice, a Party may (i) consider such failure to renegotiate a "Dispute" under **Section 27.3** of this Agreement or (ii) forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

9.1.3 Ameritech shall make available access to its Network Elements at the rates specified herein, including facilities and software necessary to provide such Network Elements, and as required by applicable law, in each case as such Network Element is defined herein as required by applicable law.

9.2 Network Elements. At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

9.2.1 Unbundled Local Loops, as more fully described on **Schedule 9.2.1**; and

9.2.2 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.2**.

9.3 Requesting Carrier's Combination of Network Elements.

9.3.1 Ameritech shall provide Requesting Carrier access to Network Elements via Collocation or any technically feasible method pursuant to 2.2 in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

9.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Requesting Carrier shall not combine unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provide Requesting Carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission.

9.5 Provisioning of Network Elements.

9.5.1 Ameritech shall provide Requesting Carrier, and Requesting Carrier shall access, unbundled Network Elements as set forth on **Schedule 9.5**.

9.5.2 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available functionalities of Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Requesting Carrier purchases hereunder.

9.5.3 Prior to submitting an order for access to a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier (**"PLEC"**), Requesting Carrier shall comply with the requirements of **Section 10.11.1**.

9.5.4 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party that is served by an unbundled Network Element, the Parties shall follow the procedures described on **Schedule 10.11.2**.

9.5.5 When Ameritech receives an order for access to an unbundled Network Element or Elements (including conversion of certain special access circuits) from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier (" **Carrier of Record**") Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this **Section 9.5.5**.

9.6 Availability of Additional Network Elements. Any request by Requesting Carrier for access to a Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element.

9.6.1 OSS Discounts. Ameritech will, subject to Requesting Carrier's qualifications and compliance with the provisions of Paragraph 18 of the FCC Conditions, provide Requesting Carrier access to unbundled local loops used to provide Advanced Services (as that term is defined in Paragraph 2 of the FCC Conditions) at the rates and on the terms and conditions set forth in Paragraph 18 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference. If Requesting Carrier does not qualify for the OSS discounts set forth in Paragraph 18 of the FCC Conditions, Ameritech's provision and Requesting Carrier's payment for unbundled Local Loops shall continue to be governed by **Article 9.0**.

9.6.2 Promotional Discounts on Unbundled Local Loops Used for Residential Services. Ameritech will, subject to Requesting Carrier's qualifications and compliance with the provisions of Paragraphs 45 and 46 of the FCC Conditions, provide Requesting Carrier access to unbundled 2-Wire Analog Voice Grade Loop(s) and/or 2-Wire ISDN 160 Kbps Digital Loop(s) described in **Section 9.1** used by Requesting Carrier to provision local services to residential customers only at the rates and on the terms and conditions set forth in Paragraphs 45 and 46 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference. If Requesting Carrier does not qualify for the promotional Unbundled Local Loop discounts set forth in Paragraphs 45 and 46 of the FCC Conditions, Ameritech's provision and Requesting Carrier's payment for Unbundled Local Loops shall continue to be governed by **Article 9.0**.

9.6.3 Rates for Conditioning xDSL Loops. Intentionally left blank. See Amendment No. 1.

9.7 Pricing of Unbundled Network Elements. Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

9.8 Billing. Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of **Article XXVI** to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 Ameritech shall perform maintenance of Loops as set forth in **Schedule 10.13**.

9.9.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of a Network Element, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

9.9.3 Requesting Carrier and its Customer shall provide employees and agents of Ameritech access to Ameritech facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, auditing, disconnecting, removing or otherwise servicing such facilities.

ARTICLE X
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

Intentionally left blank. See Amendment No.1.

ARTICLE XI
NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party, and if applicable, within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII
COLLOCATION -- SECTION 251(c)(6)

12.1 Access to Collocation.

12.1.1 General. Ameritech shall provide Requesting Carrier Physical Collocation on Ameritech's Premises of equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

12.1.2 Non Discriminatory Basis. Collocation shall be made available to Requesting Carrier by Ameritech on a nondiscriminatory basis to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to Requesting Carrier under this Agreement shall be provided on a nondiscriminatory basis to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.2 Standard Collocation Offerings. Subject to **Section 12.1** and Requesting Carrier's compliance with applicable Collocation request, ordering and payment provisions of this Agreement, Ameritech shall provide Requesting Carrier access to the Standard Collocation Offerings described in this **Section 12.2**. Any request by

MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This MPSC September 21, 2004 Order 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 SBC Michigan ("SBC Michigan")[1] and XO Communications Services, Inc. (f/k/a XO Michigan, Inc.) ("CLEC").

WHEREAS, SBC 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");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

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 by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.[2] In the event the MPSC in

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[1] Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt,

a subsequent order issued as a result of its review of the Compliance Filing revises the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures under Attachment A hereto, this Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace this Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).[2]

2.2 This Amendment is provided as a means by which SBC Michigan and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

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; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, 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.

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directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting CLEC, following the date the MPSC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

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: 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), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

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 its duly authorized representative.

XO Communications Services, Inc.

By: Heather B. Gold

Printed: Heather B. Gold

Title: SVP-Government Relations
XO Communications, Inc

Date: 4/26/05

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

By: M. Auinbauh

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: 4-29-05

FACILITIES-BASED OCN # _____

ACNA _____

SBC MICHIGAN RATES PER ORDER IN CASE NO. U-13531

ATTACHMENT A – EXHIBIT A PRICE SCHEDULE

EFFECTIVE NOVEMBER 6, 2004

Exhibit A
In Case No. U-13531

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Unbundled Loops			
2W Analog Basic - Access Area A	$ 9.13		
2W Analog Basic - Access Area B	$ 10.77		
2W Analog Basic - Access Area C	$ 14.20		
2W Analog PBX Grd Start - Access Area A	$ 9.26		
2W Analog PBX Grd Start - Access Area B	$ 11.05		
2W Analog PBX Grd Start - Access Area C	$ 14.47		
2W Analog COPTS Coin - Access Area A	$ 9.45		
2W Analog COPTS Coin - Access Area B	$ 11.32		
2W Analog COPTS Coin - Access Area C	$ 14.72		
2W Analog EKL - Access Area A	$ 10.35		
2W Analog EKL - Access Area B	$ 12.57		
2W Analog EKL - Access Area C	$ 15.88		
4W Analog - Access Area A	$ 21.83		
4W Analog - Access Area B	$ 26.66		
4W Analog - Access Area C	$ 33.16		
DIGITAL			
2W Digital ISDN-BRI - Access Area A	$ 12.66		
2W Digital ISDN-BRI - Access Area B	$ 16.22		
2W Digital ISDN-BRI - Access Area C	$ 19.93		
4W Digital - Access Area A	$ 40.65		
4W Digital - Access Area B	$ 44.01		
4W Digital - Access Area C	$ 51.71		
DS3 Loop - Access Area A	$ 321.94		
DS3 Loop - Access Area B	$ 379.38		
DS3 Loop - Access Area C	$ 479.37		
xDSL Capable loops			
PSD 1-5 and 7			
2W ADSL/HDSL Compatible - Access Area A	$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	$ 17.02		
PSD 3			
4W HDSL Compatible - Access Area A	$ 17.51		
4W HDSL Compatible - Access Area B	$ 20.96		
4W HDSL Compatible - Access Area C	$ 32.35		
IDSL Loops			
IDSL Loop Access Area A - Metro	$ 12.66		
IDSL Loop Access Area B - Suburban	$ 16.22		
IDSL Loop Access Area C - Rural	$ 19.93		
High Frequency Portion of the Loop			
HFPL Loop - Access Area A	$ 4.75		
HFPL Loop - Access Area B	$ 5.71		
HFPL Loop - Access Area C	$ 8.51		
OSS Modification	$ -		
Cross Connect Configuration - Company Owned	$ 0.45	$ 11.46	$ 11.46
Cross Connect Configuration - CLEC Owned		$ 11.46	$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	$ 0.45		
Company-Owned Splitter - Line at a time	$ 1.33		
Company-Owned Splitter - Shelf at a time			
HFPL Service Order Charges			
Installation		$ 3.62	$ 1.77
Subsequent		$ 3.46	$ -
Record Order		$ 2.13	$ -
Loop NRC			
Service Ordering Charge - Analog Loops - Initial - Per Occasion		$ 3.62	$ 1.77
Service Ordering Charge - Analog Loops - Subsequent - Per Occasion		$ 3.46	
Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion		$ 2.13	
Service Ordering -(DS0) - Administrative Charge		$ -	$ -
Service Provisioning (DS0)		$ -	$ -
Service Ordering -(DS1) - Administrative Charge		$ 3.54	$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		$ 63.95	$ 41.42
Service Ordering -(DS3) - Administrative Charge		$ 3.54	$ 2.13
Service Provisioning (DS3) (both UNE-L and new UNE-P)		$ 91.29	$ 31.48
Line Connection Charge - Analog Loop - Per Termination (both UNE-L and new UNE-P)		$ 20.43	$ 6.71
Service Coordination Fee - Per carrier bill, per central office	$ 5.39		

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Cancellation OR Change Service Charge, PER LAST CRITICAL DATE REACHED			
ANALOG LOOPS			
Service Order Portion to be applied to each critical date below		$ 0.36	$ -
Design Layout report date		$ -	$ -
Records Issue Date		$ -	$ -
Designed, Verified and Assigned Date		$ 7.76	$ -
Plant Test Date		$ 52.27	$ -
DS0			
DIGITAL LOOPS			
Service Order Portion to be applied to each critical date below		$ 0.36	$ -
Design Layout report date		$ -	$ -
Records Issue Date		$ -	$ -
Designed, Verified and Assigned Date		$ -	$ -
Plant Test Date		$ -	$ -
DS1			
Service Order Portion to be applied to each critical date below		$ 2.38	$ -
Design Layout report date		$ 15.04	$ -
Records Issue Date		$ 15.04	$ -
Designed, Verified and Assigned Date		$ 45.33	$ -
Plant Test Date		$ 65.75	$ -
DS3			
Service Order Portion to be applied to each critical date below		$ 2.38	$ -
Design Layout report date		$ 16.05	$ -
Records Issue Date		$ 16.05	$ -
Designed, Verified and Assigned Date		$ 43.27	$ -
Plant Test Date		$ 66.14	$ -
Due Date Change Charge, PER ORDER PER OCCASION			
Analog Loop		$ 3.62	$ -
Digital DS0		$ 0.26	$ -
Digital DS1		$ 0.55	$ -
Digital DS3		$ 0.55	$ -
Subloops			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	$ 5.06		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 8.96		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 5.95		
ECS to NID subloop charge 2-Wire Analog Area C (Rural)	$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 2.90		
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)	$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 5.35		
SAI to NID subloop charge 2-Wire Analog Area C (Rural)	$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)	$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)	$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)	$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)	$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)	$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)	$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)	$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)	$ 19.80		
MDF to Terminal subloop charge 4-Wire Analog Area A (Metro)	$ 20.18		
MDF to Terminal subloop charge 4-Wire Analog Area B (Suburban)	$ 25.04		
MDF to Terminal subloop charge 4-Wire Analog Area C (Rural)	$ 31.08		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
ECS to SAI subloop charge 4-Wire Analog Area A (Metro)	$ 2.11		
ECS to SAI subloop charge 4-Wire Analog Area B (Suburban)	$ 2.00		
ECS to SAI subloop charge 4-Wire Analog Area C (Rural)	$ 2.11		
ECS to Terminal subloop charge 4-Wire Analog Area A (Metro)	$ 6.33		
ECS to Terminal subloop charge 4-Wire Analog Area B (Suburban)	$ 7.50		
ECS to Terminal subloop charge 4-Wire Analog Area C (Rural)	$ 13.39		
ECS to NID subloop charge 4-Wire Analog Area A (Metro)	$ 7.97		
ECS to NID subloop charge 4-Wire Analog Area B (Suburban)	$ 9.12		
ECS to NID subloop charge 4-Wire Analog Area C (Rural)	$ 15.47		
SAI to Terminal subloop charge 4-Wire Analog Area A (Metro)	$ 5.17		
SAI to Terminal subloop charge 4-Wire Analog Area B (Suburban)	$ 6.36		
SAI to Terminal subloop charge 4-Wire Analog Area C (Rural)	$ 12.19		
SAI to NID subloop charge 4-Wire Analog Area A (Metro)	$ 6.81		
SAI to NID subloop charge 4-Wire Analog Area B (Suburban)	$ 7.98		
SAI to NID subloop charge 4-Wire Analog Area C (Rural)	$ 14.27		
Terminal to NID subloop charge 4-Wire Analog Area A (Metro)	$ 2.13		
Terminal to NID subloop charge 4-Wire Analog Area B (Suburban)	$ 2.07		
Terminal to NID subloop charge 4-Wire Analog Area C (Rural)	$ 2.69		
MDF to ECS subloop charge 2-Wire DSL Area A (Metro)	$ 5.04		
MDF to ECS subloop charge 2-Wire DSL Area B (Suburban)	$ 5.81		
MDF to ECS subloop charge 2-Wire DSL Area C (Rural)	$ 9.37		
MDF to SAI subloop charge 2-Wire DSL Area A (Metro)	$ 5.30		
MDF to SAI subloop charge 2-Wire DSL Area B (Suburban)	$ 6.34		
MDF to SAI subloop charge 2-Wire DSL Area C (Rural)	$ 9.11		
MDF to Terminal subloop charge 2-Wire DSL Area A (Metro)	$ 7.78		
MDF to Terminal subloop charge 2-Wire DSL Area B (Suburban)	$ 9.55		
MDF to Terminal subloop charge 2-Wire DSL Area C (Rural)	$ 15.03		
ECS to SAI subloop charge 2-Wire DSL Area A (Metro)	$ 1.07		
ECS to SAI subloop charge 2-Wire DSL Area B (Suburban)	$ 0.99		
ECS to SAI subloop charge 2-Wire DSL Area C (Rural)	$ 1.04		
ECS to Terminal subloop charge 2-Wire DSL Area A (Metro)	$ 3.55		
ECS to Terminal subloop charge 2-Wire DSL Area B (Suburban)	$ 4.21		
ECS to Terminal subloop charge 2-Wire DSL Area C (Rural)	$ 6.96		
ECS to NID subloop charge 2-Wire DSL Area A (Metro)	$ 5.27		
ECS to NID subloop charge 2-Wire DSL Area B (Suburban)	$ 6.07		
ECS to NID subloop charge 2-Wire DSL Area C (Rural)	$ 8.95		
SAI to Terminal subloop charge 2-Wire DSL Area A (Metro)	$ 2.95		
SAI to Terminal subloop charge 2-Wire DSL Area B (Suburban)	$ 3.61		
SAI to Terminal subloop charge 2-Wire DSL Area C (Rural)	$ 6.34		
SAI to NID subloop charge 2-Wire DSL Area A (Metro)	$ 4.67		
SAI to NID subloop charge 2-Wire DSL Area B (Suburban)	$ 5.48		
SAI to NID subloop charge 2-Wire DSL Area C (Rural)	$ 8.33		
Terminal to NID subloop charge 2-Wire DSL Area A (Metro)	$ 2.20		
Terminal to NID subloop charge 2-Wire DSL Area B (Suburban)	$ 2.36		
Terminal to NID subloop charge 2-Wire DSL Area C (Rural)	$ 2.50		
Sub-Loops (continued)			
MDF to ECS subloop charge 4-Wire DSL Area A (Metro)	$ 10.09		
MDF to ECS subloop charge 4-Wire DSL Area B (Suburban)	$ 11.63		
MDF to ECS subloop charge 4-Wire DSL Area C (Rural)	$ 18.74		
MDF to SAI subloop charge 4-Wire DSL Area A (Metro)	$ 10.98		
MDF to SAI subloop charge 4-Wire DSL Area B (Suburban)	$ 13.06		
MDF to SAI subloop charge 4-Wire DSL Area C (Rural)	$ 18.55		
MDF to Terminal subloop charge 4-Wire DSL Area A (Metro)	$ 15.68		
MDF to Terminal subloop charge 4-Wire DSL Area B (Suburban)	$ 19.16		
MDF to Terminal subloop charge 4-Wire DSL Area C (Rural)	$ 30.19		
ECS to SAI subloop charge 4-Wire DSL Area A (Metro)	$ 2.12		
ECS to SAI subloop charge 4-Wire DSL Area B (Suburban)	$ 1.96		
ECS to SAI subloop charge 4-Wire DSL Area C (Rural)	$ 2.05		
ECS to Terminal subloop charge 4-Wire DSL Area A (Metro)	$ 6.82		
ECS to Terminal subloop charge 4-Wire DSL Area B (Suburban)	$ 8.06		
ECS to Terminal subloop charge 4-Wire DSL Area C (Rural)	$ 13.69		
ECS to NID subloop charge 4-Wire DSL Area A (Metro)	$ 8.65		
ECS to NID subloop charge 4-Wire DSL Area B (Suburban)	$ 9.86		
ECS to NID subloop charge 4-Wire DSL Area C (Rural)	$ 15.84		
SAI to Terminal subloop charge 4-Wire DSL Area A (Metro)	$ 5.66		
SAI to Terminal subloop charge 4-Wire DSL Area B (Suburban)	$ 6.82		
SAI to Terminal subloop charge 4-Wire DSL Area C (Rural)	$ 12.49		
SAI to NID subloop charge 4-Wire DSL Area A (Metro)	$ 7.49		
SAI to NID subloop charge 4-Wire DSL Area B (Suburban)	$ 8.72		
SAI to NID subloop charge 4-Wire DSL Area C (Rural)	$ 14.64		
Terminal to NID subloop charge 4-Wire DSL Area A (Metro)	$ 2.37		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Terminal to NID subloop charge 4-Wire DSL Area B (Suburban)	$ 2.29		
Terminal to NID subloop charge 4-Wire DSL Area C (Rural)	$ 2.76		
MDF to ECS Subloop Charge 2-Wire ISDN Area A (Metro)	$ 16.21		
MDF to ECS Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 16.32		
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	$ 467.37		
Sub-Loop Non-Recurring Charges			
Service Order Charge			
Establish, per occasion		$ 3.62	$ 2.13
Add or change, per occasion		$ 3.54	$ -
Provisioning			
2-wire Analog		$ 20.20	$ 6.71
4-wire Analog		$ 20.20	$ 6.71
2-wire DSL		$ 20.20	$ 6.71
4-wire DSL		$ 20.20	$ 6.71
2-wire ISDN		$ 20.20	$ 6.71
2-wire DS1		$ 146.76	$ 52.02
DS3		$ 162.48	$ 64.68
Loop Qualification			
Manual Loop Qualification		$ -	
Mechanized Loop Qualification		$ -	
Loop Conditioning - For Loop Facilities			
For Loop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		$ -	
- Remove Bridged Taps		$ -	
-Restore Bridged Taps		$ -	
- Remove Repeater		$ -	
- Remove Load Coils & Bridged Taps		$ -	
- Restore Load Coils & Bridged Taps		$ -	
- Remove Bridged Taps & Repeater		$ -	
- Restore Bridged Taps & Repeater		$ -	
For Loop Facilities > 17.5 kft			
- Remove Load Coil		$ -	
- Remove Bridged Tap		$ -	
- Restore Bridged Tap		$ -	
- Remove Repeater		$ -	
- Remove Load Coil & Bridged Tap		$ -	
- Restore Load Coil & Bridged Tap		$ -	
- Remove Bridged Tap & Repeater		$ -	
- Restore Bridged Tap & Repeater		$ -	
Subloop Conditioning - For subloop Facilities			
For subloop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		$ -	
- Remove Bridged Taps		$ -	
-Restore Bridged Taps		$ -	
- Remove Repeater		$ -	
- Remove Load Coils & Bridged Taps		$ -	
- Restore Load Coils & Bridged Taps		$ -	
- Remove Bridged Taps & Repeater		$ -	
- Restore Bridged Taps & Repeater		$ -	
For subloop Facilities > 17.5 kft			
- Remove Load Coil		$ -	
- Remove Bridged Tap		$ -	
- Restore Bridged Tap		$ -	
- Remove Repeater		$ -	
- Remove Load Coil & Bridged Tap		$ -	

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
- Restore Load Coil & Bridged Tap		$ -	
- Remove Bridged Tap & Repeater		$ -	
- Restore Bridged Tap & Repeater		$ -	
Unbundled Local Switching (ULS) (Stand-Alone)			
ULS Switch Usage (over 1,622 MOU), per MOU or fraction thereof	$ 0.000017		
Unbundled Local Switching (Stand Alone)			
Basic Line Port	$ 3.46	$ 13.63	$ 7.60
Ground Start Line Port	$ 3.46	$ 13.63	$ 7.60
ISDN-Direct Port	$ 6.66	$ 46.68	$ 24.97
per Telephone Number	$ -		
DID Trunk Port	$ 16.92	$ 39.03	$ 22.44
per Telephone Number	$ -		
DID Trunk Port-add/rearrange each termination	$ -	$ 16.08	$ -
ISDN Prime Trunk Port	$ 127.87	$ 79.61	$ 42.52
per Telephone Number	$ -		
ISDN Prime Trunk Port-add/rearrange channels	$ -	$ 16.08	$ -
Digital Trunking Trunk Port (DS1)	$ 92.02	$ 57.33	$ 24.97
Unbundled Local Switching (ULS) Trunk Port	$ 92.02	$ 106.37	$ 84.41
Centrex Basic Line Port	$ 3.46	$ 13.63	$ 7.60
Centrex ISDN Line Port	$ 6.66	$ 46.68	$ 24.97
Centrex EKL Line Port	$ 4.85	$ 46.68	$ 24.97
Centrex Attendant Console Line Port	$ 7.98	$ 46.68	$ 24.97
Conversion Charge, per Order (change from one type of line-port to another)		$ 0.15	$ -
Provisioning of message detail per record	$ 0.000383		
Port Feature Add / Change Translation Charge			
Initial (1st) feature per port, per order.			
Basic		$ 0.10	$ 0.10
Ground Start / PBX		$ 0.08	$ 0.08
ISDN Direct		$ 0.14	$ 0.14
DID Trunk		$ -	$ -
ISDN Prime		$ 13.07	$ 12.68
Digital Trunking		$ 8.25	$ 8.25
ULS Trunk		$ 8.25	$ 8.25
Cancellation or Change (Provisioning) Charge per last critical date reached			
BASIC LINE PORT			
Service Order Portion to be applied to each critical date below		$ 0.26	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Data		$ 17.09	
Plant Test Date		$ 17.09	
Complex Line Port			
Service Order Portion to be applied to each critical date below		$ 3.38	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Data		$ 6.30	
Plant Test Date		$ 20.29	
Cancellation or Change (Provisioning) Charge per last critical date reached			
(continued)			
DS1 Trunk Port			
Service Order Portion to be applied to each critical date below		$ 3.38	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Data		$ 13.74	
Plant Test Date		$ 179.75	
New Line Class Code			
Translations: writing, accepting, and testing		$ 246.09	
Plant Test Date		$ 259.04	
New Network Routing			
Translations: writing, accepting, and testing		$ 28.06	
Plant Test Date		$ 28.06	
Due date change charge per order per occasion			
Basic Line Port		$ 3.46	
Trunk Port		$ 0.76	
Complex Line Port		$ 0.76	

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Unbundled Tandem Switch Trunk Port (DS1)			
Initial Charge (per DS1)		$ 120.08	$ 21.97
DS1 Tandem Trunk Port Change - per port		$ 16.08	
Service Charge per order		$ 52.70	$ 1.75
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		$ 2.06	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ -	
Plant Test Date		$ 43.59	
Tandem Trunk Port Due Date Change Charge, per order per occasion		$ 0.57	
ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	$ -		
ULS-ST Blended Transport Usage	$ 0.001321		
ULS-ST Common Transport Usage	$ 0.000831		
ULS-ST Tandem Switching Usage	$ 0.000198		
ULS-ST Reciprocal Compensation - Setup	$ -		
ULS-ST Reciprocal Compensation - MOU	$ -		
ULS-ST SS7 Signaling Transport	$ 0.000969		
Stand-Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	$ 5.39		
Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	$ 0.000238		
Cross-Connects			
2-Wire	$ 0.13		
4-Wire	$ 0.27		
6-Wire	$ 0.40		
8-Wire	$ 0.54		
DS1	$ 16.46		
DS3	N/A		
OC-3	$ 1.05		
OC-12	$ 1.05		
OC-48	$ 1.05		
Centrex System Charges			
Centrex Common Block Establishment, each		$ 91.75	$ 71.17
Centrex System Features Change or Rearrangement, per feature, per occasion		$ 72.88	$ -
Centrex System Feature Activation, per feature, per occasion		$ 42.12	$ 74.11
Service Ordering Charges			
Service Ordering - Initial - Basic Port		$ 3.46	$ 1.77
Service Ordering - Initial - Complex Port		$ 34.49	$ 8.60
Service Ordering - Initial - ULS Trunk Port		$ 73.38	$ 1.75
Service Ordering - Record Order - Basic Port		$ 2.13	$ -
Service Ordering - Record Order - Complex Port		$ 2.13	$ -
Service Ordering - Record Order - ULS Trunk Port		$ 2.13	$ -
Service Ordering - Subsequent - Basic Port		$ 3.65	$ -
Service Ordering - Subsequent - Complex Port		$ 5.04	$ -
Service Ordering - Subsequent - ULS Trunk Port		$ 5.04	$ -
ULS Billing Establishment, per carrier (8/7/2002 replaces rate element ULS Billing Est., per carrier, per switch)		$ 2,263.71	
Custom Routing			
Custom Routing, via LCC - New LCC, per LCC, per switch		$ 259.04	$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		$ 28.09	$ 27.58
Custom Routing, via AIN, of OS / DA per route, per switch		$ 28.09	$ 28.09
UNE - P Service Order NRC Charge			
POTS Electronic		$ 0.40	$ 0.18
POTS Manual		$ 23.16	$ 11.37
Non-POTS Electronic		$ 39.30	$ 1.39
Non-POTS Manual		$ 42.98	$ 15.14
New UNE-P Port Connection/Disconnection			
Basic Line Port		$ 0.14	$ 0.14
Ground Start Line Port		$ 0.14	$ 0.14
ISDN-Direct Port		$ 7.57	$ 7.57
DID Trunk Port		$ 17.95	$ 13.12

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
ISDN Prime Trunk Port		$ 65.52	$ 35.02
Digital Trunking Trunk Port		$ 43.56	$ 14.36
ULS Trunk Port		$ 43.56	$ 14.36
Centrex Basic Line Port		$ 0.14	$ 0.14
Centrex ISDN Line Port		$ 7.57	$ 7.57
Centrex EKI Line Port		$ 3.92	$ 3.92
Centrex Attendant Console Line Port		$ 0.41	$ 0.41
Unbundled Directory Assistance			
Information Call Completion	$ 0.004099		
Directory Assistance / per occurrence	$ 0.248852		
Branding Cost per call	$ 0.003090		
Branding, per switch, initial load (same branding announcement)		$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		$ 143.75	
Unbundled Operator Services			
Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE	$ 0.276712		
Manual Call Assistance (LIDB VALIDATION) PER OCCURANCE	$ 0.277175		
Automated Call Assistance per Occurrence	$ 0.017312		
Busy Line Verification	$ 0.641135		
Busy Line Verification Interrupt	$ 0.734555		
Branding Cost per call	$ 0.003090		
Branding, per switch, initial load (same branding announcement)		$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		$ 143.75	
Directory Listing Services			
Initial Load per listing	$ 0.010794		
Update per listing	$ 0.010794		
Update per month	$ 919.70		
Distribute tape to customer per customer - Monthly	$ 77.00		
Set up per customer		$ 485.08	
Access to SS7			
Signal Transfer Point, per port	$ 251.91	$ 957.41	$ 154.13
Signal Switching, per ISUP message PER IAM	$ 0.000077		
Signal Switching, per TCAP message	$ 0.000060		
Signal Transport, per ISUP message PER IAM	$ 0.000055		
Signal Transport, per TCAP message	$ 0.000037		
Signal Formulation, per ISUP message PER IAM	$ 0.000245		
Signal Formulation, per TCAP message	$ 0.000128		
Signal Tandem Switching, per ISUP message	$ 0.000132		
Originating Point Code, per service added or changed		$ 190.81	$ 125.53
Global Title Address Translation, per service added or changed		$ 130.04	$ 126.95
SS7 Links - Service Order Charge, per Request		$ 11.37	$ 4.85
Access to 800 Database			
Database Query Using Ameritech Provided Facilities			
800DB Call-Routing Query	$ 0.000956		
800DB Routing Options Query	$ 0.000039		
Local STP Database Query Utilizing Carrier Provided			
Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided			
Facilities between Ameritech's STP and Ameritech's Regional STP			
800DB Carrier-ID-Only Query	$ 0.000870		
800DB Routing Options Query	$ 0.000039		
Regional STP Database Query Utilizing Carrier Provided Facilities			
800DB Carrier-ID-Only Query	$ 0.000994		
800DB Routing Options Query	$ 0.000039		
Access to LIDB Database			
LIDB Query at local STP			
LIDB Validation Query	$ 0.005955		
LIDB Transport Query	$ 0.000090		
LIDB Query at regional STP			
LIDB Validation Query	$ 0.005955		
LIDB Transport Query	$ 0.000002		
Service Order -		$ 28.66	$ -
Service Establishment (reference Point Code Activation in SS7 Section)		$ -	$ -
CNAM Database			
CNAM Database Query	$ 0.008476		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Unbundled Transport			
DS1 UDT Rates			
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 1	$ 32.36		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 2	$ 31.44		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 3	$ 29.05		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 1	$ 12.39		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 2	$ 12.28		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 3	$ 13.17		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - InterZone	$ 13.36		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 1	$ 0.69		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 2	$ 0.77		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 3	$ 0.50		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - InterZone	$ 0.20		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 1	$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 2	$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 3	$ 280.24		
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 1		$ 75.28	$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 2		$ 75.28	$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 3		$ 75.28	$ -
DS1 EF NRC Zone 1		$ 160.97	$ 62.69
DS1 EF NRC zone 2		$ 160.97	$ 62.69
DS1 EF NRC zone 3		$ 160.97	$ 62.69
DS1 IOF NRC Zone 1		$ 57.80	$ 22.70
DS1 IOF NRC zone 2		$ 57.80	$ 22.70
DS1 IOF NRC zone 3		$ 57.80	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Cancellation or Change Service Charge , per last critical date reached.			
DS1			
Service Order Portion to be applied to each critical date below		$ 2.07	
Design Layout Report Date		$ 21.09	
Records Issue Date		$ 21.09	
Designed, Verified and Assigned Date		$ 31.63	
Plant Test Date		$ 59.16	
Due date Change Charge, per order or occasion			
DS1		$ 0.43	
DS3		$ 0.43	
OC-3, OC-12, OC-48		$ 0.43	
DS3 UDT Rates			
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 1	$ 201.73		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 2	$ 255.60		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 3	$ 263.92		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 1	$ 129.82		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 2	$ 114.98		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 3	$ 110.02		
DS3 Interoffice Mileage Termination - Per Point of Termination - InterZone	$ 121.50		
DS3 Interoffice Mileage - Per Mile - Zone 1	$ 6.20		
DS3 Interoffice Mileage - Per Mile - Zone 2	$ 3.84		
DS3 Interoffice Mileage - Per Mile - Zone 3	$ 9.52		
DS3 Interoffice Mileage - Per Mile - InterZone	$ 3.73		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 1	$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 2	$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 3	$ 414.55		
DS3 EF NRC Zone 1		$ 160.49	$ 62.69
DS3 EF NRC zone 2		$ 160.49	$ 62.69
DS3 EF NRC zone 3		$ 160.49	$ 62.69
DS3 IOF NRC Zone 1		$ 74.59	$ 22.70
DS3 IOF NRC zone 2		$ 74.59	$ 22.70
DS3 IOF NRC zone 3		$ 74.59	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Cancellation or Change Service Charge , per last critical date reached.			
DS3			
Service Order Portion to be applied to each critical date below		$ 2.07	
Design Layout Report Date		$ 20.38	
Records Issue Date		$ 20.97	
Designed, Verified and Assigned Date		$ 53.61	
Plant Test Date		$ 76.53	
OC-3 UDT Rates			
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 1	$ 481.27		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 2	$ 490.62		

		SBC Michigan	
	SBC MI	Non-Recurring	
	Recurring	Connect	Disconnect
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 3	$ 548.51		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 1	$ 459.83		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 2	$ 383.08		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 3	$ 336.49		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination InterZone	$ 418.90		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 1	$ 18.42		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 2	$ 10.82		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 3	$ 15.13		
Interoffice Mileage - 155.52 Mbps - Per Mile InterZOne	$ 9.00		
OC-3 Add/Drop Multiplexing, per arrangement All Zones	$ 300.68		
Add/Drop Function - Per DS3 Add or Drop All Zones	$ 24.04		
Add/Drop Function - Per DS1 Add or Drop All Zones	$ 3.84		
1+1 Protection, Per OC-3 Entrance Facility Zone 1	$ 47.46		
1+1 Protection, Per OC-3 Entrance Facility Zone 2	$ 47.23		
1+1 Protection, Per OC-3 Entrance Facility Zone 3	$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 1	$ 47.46		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 2	$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 3	$ 47.23		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 1	$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 2	$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 3	$ 1.05		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 1	$ 479.76		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 2	$ 486.84		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 3	$ 537.46		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	$ 0.49		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	$ 0.97		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	$ 2.44		
OC3 EF NRC Zone 1		$ 171.82	$ 62.69
OC3 EF NRC zone 2		$ 171.82	$ 62.69
OC3 EF NRC zone 3		$ 171.82	$ 62.69
OC3 IOF NRC Zone 1		$ 85.93	$ 22.70
OC3 IOF NRC zone 2		$ 85.93	$ 22.70
OC3 IOF NRC zone 3		$ 85.93	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Cancellation or Change Service Charge , per last critical date reached,			
OC3, OC12, and OC48			
Service Order Portion to be applied to each critical date below		$ 2.07	
Design Layout Report Date		$ 27.11	
Records Issue Date		$ 27.11	
Designed, Verified and Assigned Date		$ 59.75	
Plant Test Date		$ 87.29	
OC-12 UDT Rates			
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 1	$ 1,197.95		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 2	$ 1,448.30		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 3	$ 1,719.47		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 1	$ 1,262.38		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 2	$ 1,078.14		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 3	$ 919.56		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination InterZone	$ 1,112.09		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 1	$ 74.45		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 2	$ 40.75		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 3	$ 64.99		
Interoffice Mileage - 622.08 Mbps - Per Mile InterZOne	$ 38.60		
OC-12 Add/Drop Multiplexing, per arrangement All Zones	$ 456.32		
Add/Drop Function - Per DS3 Add or Drop All Zones	$ 20.93		
Add/Drop Function - Per OC-3 Add or Drop All Zones	$ 64.05		
1+1 Protection, Per OC-12 Entrance Facility Zone 1	$ 107.43		
1+1 Protection, Per OC-12 Entrance Facility Zone 2	$ 103.80		
1+1 Protection, Per OC-12 Entrance Facility Zone 3	$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 1	$ 107.43		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 2	$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 3	$ 103.80		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 1	$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 2	$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 3	$ 1.05		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 1	$ 1,195.46		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 2	$ 1,442.15		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 3	$ 1,707.42		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	$ 0.81		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	$ 1.58		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	$ 2.67		
OC12 EF NRC Zone 1		$ 171.82	$ 62.69

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
OC12 EF NRC zone 2		$ 171.82	$ 62.69
OC12 EF NRC zone 3		$ 171.82	$ 62.69
OC12 IOF NRC Zone 1		$ 85.93	$ 22.70
OC12 IOF NRC zone 2		$ 85.93	$ 22.70
OC12 IOF NRC zone 3		$ 85.93	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
OC-48 UDT Rates			
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 1	$ 3,937.57		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 2	$ 4,711.36		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 3	$ 4,719.85		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 1	$ 3,703.43		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 2	$ 4,238.86		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 3	$ 3,172.26		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination InterZone	$ 4,582.75		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 1	$ 36.06		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 2	$ 42.83		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 3	$ 73.28		
Interoffice Mileage - 2488.32 Mbps - Per Mile InterZone	$ 24.84		
OC-48 Add/Drop Multiplexing, per arrangement All Zones	$ 1,637.00		
Add/Drop Function - Per DS3 Add or Drop All Zones	$ 24.53		
Add/Drop Function - Per OC-3 Add or Drop All Zones	$ 182.79		
Add/Drop Function - Per OC-12 Add or Drop All Zones	$ 105.09		
1+1 Protection, Per OC-48 Entrance Facility Zone 1	$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 2	$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 3	$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 1	$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 2	$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 3	$ 525.47		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 1	$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 2	$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 3	$ 1.05		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 1	$ 3,934.69		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 2	$ 4,704.65		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 3	$ 4,708.90		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	$ 0.93		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	$ 1.72		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	$ 2.42		
OC48 EF NRC Zone 1		$ 171.82	$ 62.69
OC48 EF NRC zone 2		$ 171.82	$ 62.69
OC48 EF NRC zone 3		$ 171.82	$ 62.69
OC48 IOF NRC Zone 1		$ 85.93	$ 22.70
OC48 IOF NRC zone 2		$ 85.93	$ 22.70
OC48 IOF NRC zone 3		$ 85.93	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Unbundled Dark Fiber			
Dark Fiber - Interoffice			
Interoffice Mileage Termination	$ 25.34		
Interoffice Mileage	$ 0.002196		
Interoffice Cross Connect	$ 2.11		
Interoffice Inquiry (Provisioning) Charge, per request		$ 338.03	$ -
Interoffice Inquiry (Service Order) Charge, per request		$ 2.33	$ -
Interoffice Administration Charge, per order		$ 14.35	$ 16.19
Interoffice Connection Charge, per strand		$ 466.62	$ 157.40
Interoffice Cross-Connects, per strand		$ 3.62	$ 3.62
Interoffice Mileage Termination		$ -	$ -
Interoffice Mileage-per strand per foot		$ -	$ -
Interoffice Cross Connect		$ -	$ -
Dark Fiber - Loop/Sub-Loop			
Loop/Sub-Loop Mileage Termination	$ 10.77		
Loop/Sub-Loop Mileage	$ 0.002562		
Loop/Sub-Loop Cross Connect	$ 1.05		
Loop/Sub-Loop Inquiry (Provisioning) Charge, per request		$ 79.66	$ -
Loop/Sub-Loop Inquiry (Service Order) Charge, per request		$ 2.33	$ -
Sub-Loop Inquiry Charge, per request		$ 79.66	$ -
Loop/Sub-Loop Administration Charge, per order		$ 14.35	$ 16.19
Loop/Sub-Loop Connection Charge, CO to RT/CEV/Hut, CO to Premises, per strand		$ 358.08	$ 16.60
Sub-Loop Connection Charge, RT/CEV Hut to Premises, per strand		$ 48.05	$ 16.60
Loop/Sub-Loop Cross Connect Charge, per strand		$ 3.38	$ 3.40
Sub-Loop Cross Connect Charge, per strand		$ -	$ -
Loop/Sub-Loop Cross Connect		$ -	$ -

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	$ 0.000622		
Duration charge, per MOU	$ 0.000521		
Tandem Switching			
Set up charge, per call	$ 0.000322		
Duration charge, per MOU	$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	$ 0.000077		
Duration charge, per MOU	$ 0.000081		
Tandem Transport Facility per MOU, per Mile	$ 0.000001		
TRANSIT SERVICE			
Tandem Switching			
per minute of use	$ 0.000309		
Tandem Termination			
per minute of use	$ 0.000105		
Tandem Facility			
per minute of use	$ 0.000040		
Special Access to UNE Loop and Transport			
Project Administrative Charge, per service order		$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		$ 4.42	
Channelized DS3 - Demarcation Re-tag (with mileage)		$ -	
Channelized DS1 - Design & Coordination (with mileage)		$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		$ -	
Channelized DS3 - Design & Coordination (without mileage)		$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		$ -	
Channelized DS1 - Design & Coordination (without mileage)		$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		$ -	
Enhanced Extended Loop (EEL)			
Note: EELs will be equal to sum of the rates associated with the individual unbundled network elements comprising the EEL. The rates will be based on the rates for the unbundled loop and the unbundled dedicated transport that comprise the EEL, and any unbundled multiplexing and unbundled clear channel capability as requested or required. Following is a list of EELs available under this Price Schedule:			
2-Wire Analog Loop to DS1 Dedicated Transport facilities			
2-Wire Analog Loop to DS3 Dedicated Transport facilities			
4-Wire Analog Loop to DS1 Dedicated Transport facilities			
4-Wire Analog Loop to DS3 Dedicated Transport facilities			
2-Wire Digital Loop to DS1 Dedicated Transport facilities			
2-Wire Digital Loop to DS3 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities			
Resale			
Resale Discount	16.62%		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Physical Collocation			
Planning Fees:			
Physical Collocation - Initial (monthly per 100 SF)	$ 19.26		
Physical Collocation - Initial (per request)		$ 3,735.92	
Physical Collocation - Subsequent Cable Only		$ 1,293.20	
Common/Shared Collocation - Initial (monthly per 100 SF)	$ 0.89		
Common/Shared Collocation - Initial (per request)		$ 3,161.16	
Common/Shared Collocation - Subsequent Cable Only		$ 1,293.20	
Cageless Collocation - Initial		$ 4,741.75	
Cageless Collocation - Subsequent Cable Only		$ 1,436.89	
Adjacent On-Site Collocation - Initial		$ 6,486.02	
Adjacent On-Site Collocation - Subsequent Cable Only		$ 1,293.20	
Adjacent Off-Site Collocation - Initial		$ 1,427.49	
Physical Caged Collocation:			
Physical Land and Building (per 100 SF cage)	$ 907.64		
Physical Cage Preparation (per 100 SF cage)	$ 55.44		
HVAC (per 10 amps of DC power)	$ 5.88		
Physical Cable Racking (per 100 SF cage)	$ 26.85		
Physical Grounding (per 100 SF cage)	$ 4.50		
Cageless Collocation:			
Land and Building Charge (per 1/4 rack)	$ 11.14		
Relay Rack Charge (Optional) (per 1/4 rack)	$ 2.67		
HVAC (per 10 amps of DC power)	$ 5.88		
Caged/Common Collocation:			
Land and Building (per common area linear foot)	$ 42.15		
Cage Preparation (per common area linear foot)	$ 2.09		
HVAC (per 10 amps of DC power)	$ 5.88		
Physical Cable Racking (per common area linear foot)	$ 4.54		
Physical Grounding (per common area linear foot)	$ 0.21		
Power Consumption - DC Usage			
Physical Caged Collocation (per AMP)	$ 6.10		
Common Caged Collocation (per AMP)	$ 6.10		
Cageless Collocation (per AMP)	$ 6.50		
Adjacent On-Site Collocation (per AMP)	$ 5.22		
Power Consumption - AC Usage			
Physical Caged Collocation (per AMP)	$ 4.00		
Common Caged Collocation (per AMP)	$ 4.00		
Cageless Collocation (per AMP)	$ 4.00		
Adjacent On-Site Collocation (per AMP)	$ 4.00		
Security Cards (5 cards)		$ 92.77	
Interconnection Arrangement Options			
Physical Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.92	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
Common Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
Cageless Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
Adjacent On-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,818.09	
DS1 Arrangement (28 DS1s) - DSX	$ 14.67	$ 1,818.09	
DS1 Racking	$ 0.62		
Adjacent Off-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
DS1 Arrangement (450 DS1s) - MDF	$ 355.52	$ 694.94	

Exhibit A
In Case No. U-13531

	SBC MI	SBC Michigan	
		Non-Recurring	
	Recurring	Connect	Disconnect
Physical Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.66	$ 363.31	
DS3 Arrangement (1 DS3) - DSX	$ 12.84	$ 363.31	
Common Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.59	$ 363.31	
DS3 Arrangement (1 DS3) - DSX	$ 12.84	$ 363.31	
Cageless Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.66	$ 363.31	
DS3 Arrangement (1 DS3) - DSX	$ 12.84	$ 363.31	
Adjacent On-Site Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.66	$ 464.59	
DS3 Arrangement (1 DS3) - DSX	$ 12.86	$ 464.59	
DS3 Racking	$ 0.62		
Physical Caged Collocation - Voice Grade Arrangement (100 pairs)	$ 6.44	$ 936.26	
Common Caged Collocation - Voice Grade Arrangement (100 pairs)	$ 6.44	$ 936.26	
Cageless Collocation - Voice Grade Arrangement (100 pairs)	$ 6.51	$ 936.26	
Adjacent On-Site Collocation - Voice Grade Arrangement (100 pairs)	$ 6.31	$ 1,065.28	
Adjacent On-Site Collocation - Voice Grade Racking	$ 0.54		
Adjacent On-Site Collocation - Rack between CO Outside Wall and Adjacent On-Site, per rack	$ 35.80	$ 300.72	
Adjacent Off-Site Collocation - Voice Grade Arrangement (900 pairs)	$ 355.52	$ 694.94	
Optical Circuit Arrangement (12 Fiber pairs)			
Physical Caged Collocation - (per Cable)	$ 8.32	$ 2,622.86	
Common Caged Collocation - (per Cable)	$ 8.32	$ 2,622.86	
Cageless Collocation - (per Cable)	$ 8.32	$ 2,277.74	
Adjacent On-Site Collocation - (per Cable)	$ 8.34	$ 2,912.75	
Adjacent On-Site Collocation - Optical Racking	$ 0.77		
Adjacent Off-Site Collocation - (per Cable)	$ 9.14	$ 2,903.19	
Power Arrangement			
Physical Caged Collocation			
Power Delivery - 40 AMP		$ 170.71	
Power Delivery - 100 AMP		$ 222.66	
Power Delivery - 200 AMP		$ 290.20	
Physical Cageless Collocation	$ 0.08		
Common Caged Collocation			
Power Delivery - 40 AMP		$ 170.71	
Power Delivery - 100 AMP		$ 222.66	
Power Delivery - 200 AMP		$ 290.20	
Adjacent On-Site Collocation	$ -		
Power Delivery - 200 AMP	$ 16.02	$ 6,058.45	
Power Delivery - 400 AMP	$ 32.03	$ 11,764.36	
Power Delivery - 600 AMP	$ 33.80	$ 15,543.72	
Power Delivery - 800 AMP	$ 50.71	$ 23,139.31	
Cable Rack between CO Outside Wall and Adjacent On-Site	$ 35.48	$ 297.75	
Cable Entrance, per wall opening		$ 714.83	
Entrance Fiber Structure Charge (per 125 foot innerduct)	$ 1.94		
Entrance Fiber, per cable sheath			
Physical Caged Collocation	$ 2.71	$ 1,598.37	
Common Caged Collocation	$ 2.71	$ 1,598.37	
Cageless Collocation	$ 14.97	$ 1,598.37	
Adjacent On-Site Collocation	$ 31.26	$ 2,880.83	
Adjacent On-Site Collocation Arrangement			
Land Rental, per square foot	$ 0.39		
Collocation-to-Collocation Arrangement			
Physical to Physical			
Fiber Cable (12 Fiber Pairs)	$ 0.84	$ 2,277.74	
DS1 Cable (29 DS1s)	$ 0.76	$ 1,421.73	
DS3 Cable (1 DS3)	$ 0.76	$ 363.31	
Cageless to Cageless			
Fiber Cable (12 Fiber Pairs)	$ 0.25	$ 897.29	
DS1 Cable (29 DS1s)	$ 0.20	$ 560.08	
DS3 Cable (1 DS3)	$ 0.20	$ 143.12	
Physical/Cageless to Virtual			
Fiber Cable (12 Fiber Pairs)	$ 0.24	$ 829.91	
DS1 Cable (29 DS1s)	$ 0.19	$ 518.01	
DS3 Cable (1 DS3)	$ 0.19	$ 132.37	

Exhibit A
In Case No. U-13531

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Virtual Collocation			
Planning			
Initial		$ 4,741.75	
Subsequent/Cable Only		$ 1,436.89	
Land and Building (per 1/4 bay framework)	$ 11.14		
Relay Rack (per 1/4 rack)	$ 2.67		
HVAC (per 10 amps of DC power consumption)	$ 5.88		
Entrance Fiber (per cable)	$ 14.97	$ 1,598.37	
Entrance Fiber Structure Charge	$ 1.94		
Power Delivery	$ 0.08		
Power Consumption			
DC Power (per AMP)	$ 6.50		
AC Power (per AMP)	$ 4.00		
Voice Grade Interconnection Arrangement (per 100 pairs)	$ 6.51	$ 936.26	
DS1 Interconnection Arrangement to DCS (per 28 DS1s)	$ 297.90	$ 1,421.73	
DS1 Interconnection Arrangement to DSX (per 28 DS1s)	$ 14.65	$ 1,421.73	
DS3 Interconnection Arrangement to DCS (per 1 DS3)	$ 74.68	$ 363.31	
DS3 Interconnection Arrangement to DSX (per 1 DS3)	$ 12.84	$ 363.31	
Fiber Interconnection arrangement (per 12 fiber pairs)	$ 8.32	$ 2,277.74	
Collocation to Collocation Arrangement			
Fiber Cable (per 12 fiber cable)	$ 0.25	$ 897.29	
DS1 Cable (per 28 DS1s)	$ 0.20	$ 560.08	
DS3 Cable (per 1 DS3)	$ 0.20	$ 143.12	
Equipment Maintenance and Security Escort			
Equipment Maintenance			
Staffed Building			
Access during attended hours			
Each 1/4 hour		$ 17.76	
Each additional 1/4 hour		$ 17.76	
Access during unattended hours			
4 hour minimum		$ 284.20	
Each additional 1/4 hour		$ 17.76	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		$ 17.76	
Each additional 1/4 hour		$ 17.76	
Access during non-normal business day			
4 hour minimum		$ 284.20	
Each additional 1/4 hour		$ 17.76	
Security Escort			
Staffed Building			
Access during attended hours			
Each 1/4 hour		$ 15.83	
Each additional 1/4 hour		$ 15.83	
Access during unattended hours			
4 hour minimum		$ 253.32	
Each additional 1/4 hour		$ 15.83	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		$ 15.83	
Each additional 1/4 hour		$ 15.83	
Access during non-normal business day			
4 hour minimum		$ 253.32	
Each additional 1/4 hour		$ 15.83	

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * *

In the matter of the formal complaint of TDS Metrocom, LLC, LDMI Telecommunications, Inc and XO Communications Services, Inc against Michigan Bell Telephone Company, d/b/a AT&T Michigan, or in the alternative, an application	)	MPSC Case No. U-14952

DIRECT TESTIMONY

OF

JERRY FINEFROCK

ON BEHALF OF

LDMI TELECOMMUNICATIONS, INC.

Q. Please state your name, business affiliation and address.

A. My name is Jerry W. Finefrock. I am the Vice President, Regulatory Affairs for LDMI Telecommunications, Inc. ("LDMI"). My business address is 27777 Franklin Road, Southfield, Michigan 48034.

Q. Would you please describe LDMI?

A. LDMI is a facilities-based competitive local exchange carrier ("CLEC") and licensed to provide local exchange service in Michigan. LDMI provides a variety of local, long distance, and enhanced telecommunication services to business and governmental customers in Michigan. While LDMI's primary strategy is to provide service over our own facilities, we do provide a significant amount of our services to customers through the purchase of unbundled loops from Michigan Bell Telephone, Company, f/k/a SBC Michigan, d/b/a AT&T Michigan ("AT&T").

Q. Please describe your responsibilities as Vice President, Regulatory Affairs for LDMI.

A. My responsibilities as Vice President, Regulatory Affairs include attending to general regulatory matters for the LDMI unit. I am also called upon for operations and planning assistance, based on other past positions and experiences I have had in the telecom industry.

Q. Please describe your business experience and educational background.

A. I have over 37 years of experience in the telecommunications industry, including network planning, routing and management; traffic engineering; circuit ordering, order control and provisioning; and regulatory and industry affairs. At a previous company, I had

responsibility for managing the company's Cost of Goods Sold costs, which represent costs associated with ILECs, IXCs, and others, with a budget of over $100 million annually.

Q. Have you previously testified before any regulatory body?

A. Yes. Before the Michigan Commission, in U-13796, 2004. U-13082, 2001. U-12320, 2001. Ohio Commission, Case 00-942-TP-COI, 2001.

Q. Does LDMI obtain an unbundled network element known as 4-Wire Digital Loop from AT&T?

A. Yes.

Q. What type of cross connect facility does LDMI seek to obtain for its 4 wire digital loops?

A. LDMI seeks to obtain a simple 4-wire cross connect service from AT&T with a monthly recurring charge of $.0.27.

Q. Does ATT provide a DS1 Cross Connect to LDMI on DS1s instead of the simple 4-wire cross connect?

A. Yes, our Pricing Appendix demonstrates charges by AT&T for providing a cross connect described in our ICA pricing appendix as DS1 Cross Connect. That DS1 Cross Connect has a monthly recurring charge of $16.46. This more expensive cross connect contains a Digital Test Assessment Unit ("DTAU") which LDMI does not need, does not order, and does not want. This issue is discussed in greater detail in the testimony of Mr. Morrison and Dr. Ankum.

Q. Has AT&T imposition of the $16.46 charge as opposed to the $0.27 charge resulted in LDMI being overbilled by AT&T?

A. Yes. AT&T's conduct of charging the much higher cross connect charge has resulted in AT&T over-billing and LDMI has overpaid for cross connects in the amount as set forth in Confidential Exhibit C-9 from March 2005 through June 2006.

Q. Does your Interconnection Agreement require AT&T to provide LDMI access to unbundled network elements as required by federal law?

A. Yes. Exhibit C-10 consists of the relevant portions of our Interconnection Agreement and the Pricing Appendix.

Q. Does this conclude your testimony?

A. Yes.

EXHIBIT C-10

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech Michigan"), and LDMI Telecommunications, Inc. ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt individual interconnection, service and/or network element arrangement(s) ("Arrangement(s)") from the Interconnection Agreement by and between Ameritech Michigan and AT&T Communications of Michigan, Inc. for the State of Michigan, which was approved by the Michigan Public Service Commission ("the Commission") under Section 252(e) of the Act on March 21, 2002, in docket number U-12465, including any amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, pursuant to Section 252(i), the Parties understand and agree that CLEC may sectionally adopt any Arrangements contained in an approved and effective Michigan Agreement that is available for adoption, including any legitimately related terms, with the exception of the reciprocal compensation provisions (and any legitimately related terms) as a result of the FCC's ISP Remand Order[1] (or other provisions, as applicable);

WHEREAS, Ameritech Michigan is making such Arrangement(s) from the Separate Agreement available to CLEC only because of and, to the extent required by, Section 252(i) of the Act under this Agreement; and

WHEREAS, in addition to the Arrangement(s) adopted by CLEC from the Separate Agreement, the Parties have voluntarily negotiated other provisions to this Agreement which are set forth in an Amendment to this Agreement (e.g., including but not limited to reciprocal compensation provisions), which is incorporated herein by this reference, and which is attached hereto and will be submitted to the Commission for approval; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and Ameritech Michigan hereby agree as follows:

1.0 Incorporation of Recitals and Separate Agreement by Reference

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

[1] See In the Matter of the Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68, Order on Remand and Report and Order, FCC 01-131 ("ISP Remand Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

1.2 Except as expressly stated herein, the Arrangement(s) adopted by CLEC from the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Amendments thereto) are incorporated herein by this reference and form an integral part of this Agreement.

2.0 Modifications to Separate Agreement

2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation" is hereby replaced with "Michigan Bell Telephone Company d/b/a Ameritech Michigan, a Michigan corporation" and Ameritech Michigan's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" is hereby replaced with "444 Michigan Avenue, Detroit, MI 48226." Finally, the following language is hereby deleted: "on behalf of and as agent for Ameritech Michigan."

2.2 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of this Agreement be deemed to refer to CLEC.

2.3 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the Agreement or, absent Commission approval, the date the Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, unless terminated earlier in accordance with the terms of the negotiated Amendment hereto, as applicable, the Termination Date of this Agreement shall be March 21, 2005 (the "Termination Date").

2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Jerry Finefrock/Sr. Director, Regulatory Affairs
STREET ADDRESS	8801 Conant Street
CITY, STATE, ZIP CODE	Hamtramck, MI 48211
FACSIMILE NUMBER	877-858-5364

2.5 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to Ameritech Michigan under this Agreement at the following address:

NOTICE CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Contract Administration ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

2.6 In Section 30.1.1 Authorization, the references to "Ameritech" are replaced with references to "Ameritech Michigan" and Ameritech's state of incorporation is the state of "Michigan." In Section 30.1.2 after "State of", CLEC's state of incorporation should be deemed to be inserted.

2.7 The following name before the signature line of the Separate Agreement "AMERITECH INFORMATION INDUSTRY SERVICES AMERITECH MICHIGAN" is hereby revised to read "SBC Telecommunications, Inc. as Agent for Michigan Bell Telephone Company d/b/a Ameritech Michigan" for purposes of this Agreement.

2.8 Schedule 2.1, "Implementation Schedule" of the Separate Agreement is hereby revised to delete any carrier-specific interconnection or access to UNE information and to incorporate the following language in its place for purposes of this Agreement: "The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with Section 3.4.4 and Schedule 12. Ameritech Michigan's position is that any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Agreement."

3.0 Reservation of Rights

3.1 In entering into this Agreement containing the Arrangement(s) from the Separate Agreement, Ameritech Michigan is not waiving any of its rights, remedies or arguments with respect to any legislative , regulatory, or judicial actions or proceedings, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, 535 U.S.* ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al. v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Agreement, Ameritech Michigan fully reserves all of its rights, remedies and arguments. This reservation of rights includes, but is not limited to, its right to dispute whether any UNEs and/or UNE combinations identified in this Agreement must be provided under Sections 251 (c)(3) and 251(d) of the Act, and under this Agreement. This reservation also includes, but is not limited to, Ameritech Michigan's right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in this Agreement and to adopt on a date specified by Ameritech Michigan, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. It is Ameritech Michigan's position that the Arrangements in this Agreement are subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the Separate Agreement and also are subject to any appeals involving the Separate Agreement. In the event that any of the rates, terms and/or conditions of this Agreement, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any finding that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, it is Ameritech Michigan's position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, it is Ameritech Michigan's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but

shall conform this Agreement to the Separate Agreement, once such changes are filed with the Commission. Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

3.2 This Agreement (including all attachments hereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ~~13~~ 7 day of ~~SEPT. MAR, 2002~~. 2003.

LDMI Telecommunications, Inc.

By: Michael Mahoney

Printed: MICHAEL MAHONEY

Title: CFO

Date: 9/13/02

MICHIGAN BELL TELEPHONE COMPANY
d/b/a AMERITECH MICHIGAN
By: SBC Telecommunications, Inc.,
its authorized agent

By:

Printed: **Mike Auinbauh**

Title: President–Industry Markets

Date: MAR 07 2003

AECN/OCN # 9975

ARTICLE IX
ACCESS TO UNBUNDLED NETWORK ELEMENTS -- SECTION 251(c)(3)

9.0 Unbundled Access – Section 251(c)(3).

9.1 Introduction Access to Network Elements. This **Article IX**, Unbundled Access – **Section 251(c)(3)**, sets forth the terms and conditions pursuant to which SBC-AMERITECH agrees to furnish AT&T with access to Network Elements on an unbundled basis ("UNEs") and the terms to which SBC-AMERITECH agrees to provide Combinations of Network Elements ("UNE Combinations or Combinations"). The terms and conditions included in this **Article IX** and its associated schedules related to Combinations are the result of an arbitration proceeding between the parties before the Michigan Public Service Commission (Case No. U-12465). Accordingly, the Parties agree that this **Article IX** and its associated schedules should be interpreted consistently with the MPSC's applicable orders in that proceeding, subject to this Agreement's provisions related to Intervening Law (**Article XXIX**). This acknowledgement by the Parties is not intended to limit, in any way, either Party's ability to argue that the MPSC's orders in Case No. U-12465 should be applied to other sections of this Agreement besides Article IX and its associated Schedules. Pursuant to the MPSC's orders, the Parties have attached to this Agreement an "Mi2A Amendment to the Interconnection Agreement under Section 271 of the Telecommunications Act of 1996 (Mi2A Amendment)" previously executed by the Parties, in relation to their April 4, 1997 interconnection agreement ("Previous Agreement"). Notwithstanding any provision of the Mi2A Amendment, the Previous Agreement has been terminated and is no longer in effect and, pursuant to Section 4.2 of the Mi2A Amendment, the initial and extension term(s) of the Mi2A Amendment will apply to this Agreement, which is a successor agreement, without extending the term of this Agreement if it terminates during the initial or extension term(s) of the Mi2A Amendment. AT&T shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC-AMERITECH's network.

9.1.1 SBC-AMERITECH shall provide AT&T access to SBC-AMERITECH's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. SBC-AMERITECH shall provide AT&T the Network Elements on an unbundled basis and Combinations of unbundled Network Elements, in accordance with its obligations as required by the Act, the applicable FCC rules and other Orders and applicable laws. The specific terms and conditions that apply to the unbundled Network Elements to be provided on an unbundled basis and Combinations are described below and in the Schedules attached hereto. Prices for Unbundled Network Elements and Combinations are set forth in the **Pricing Schedule** of this Agreement. For preexisting or already assembled UNEs requested in combination, SBC-AMERITECH will apply the non-recurring and recurring

charges applicable to the elements included in the combination, and the applicable service order charges as specified in the **Pricing Schedule.**

9.1.2 SBC-AMERITECH shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination with any other Network Element, service or functionality. In no event shall SBC-AMERITECH require AT&T to purchase any unbundled Network Element in conjunction with any other service or element. AT&T may use UNEs to provide Telecommunications Services to End Users to whom it also provides local exchange service. However, nothing in this Agreement should be interpreted to preclude AT&T from using UNEs to provide any Telecommunications Service to its End Users. SBC AMERITECH shall place no other use restrictions or other limiting conditions on Network Elements and Combinations purchased by AT&T under the terms of this Agreement. Notwithstanding anything to the contrary in this **Article IX**, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis beyond those identified in 47 C.F.R. § 51.319 to AT&T if:

(1) The Commission concludes that:

(A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to AT&T on an unbundled basis; and

(B) AT&T could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SBC-AMERITECH's network; or

(2) The Commission concludes that the failure of SBC-AMERITECH to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service AT&T seeks to offer, compared with providing that service over other unbundled Network Elements in SBC-AMERITECH's network.

9.1.3 SBC-AMERITECH shall connect AT&T's facilities with SBC-AMERITECH's network at any technically feasible point for access to UNEs for the provision by AT&T of a Telecommunications Service consistent with the provisions of the Act and the applicable FCC rules.

9.2 Network Elements.

9.2.1 SBC-AMERITECH shall provide AT&T access to Network Elements on an unbundled basis (and combinations of Network Elements as set forth in **Section 9.3** of this Article) at rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of **Section 251** and **Section 252** of the Act and applicable FCC Orders and other applicable laws.

9.2.2 SBC-AMERITECH will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or to AT&T by SBC-AMERITECH or third parties with each of SBC-AMERITECH's unbundled Network Elements or Combinations at any technically feasible point designated by AT&T. Any request by AT&T to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of unbundled Network Elements and Combinations under the following provisions of this **Article IX** and **Schedules 9.2.1** through **9.2.9.**), or (ii) under any arrangement SBC-AMERITECH may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in **Article XIX** (General Responsibilities of the Parties) of this Agreement.

9.2.3. At such time that AT&T provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Bell Communications Research ("Bellcore") and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides AT&T, within five (5) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in **Article XIX** (General Terms and Conditions) of this Agreement. Unless otherwise specified, any references to DS-1 in this Article IX shall mean, at AT&T's option, either DS-1 AMI or xDSL facility.

9.2.4 AT&T may use one or more Unbundled Network Elements or Combinations to provide to AT&T Customers any feature, function, capability or service option that such Network Element provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

9.2.5 For each Network Element ordered individually, SBC-AMERITECH shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which AT&T

agrees is suitable. However, where SBC-AMERITECH provides a Combination of contiguous SBC-AMERITECH Network Elements to AT&T, SBC-AMERITECH will provide the existing interconnections and no demarcation shall exist between such contiguous SBC-AMERITECH Network Elements. SBC-AMERITECH will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis. However, AT&T may request and, to the extent required by law, SBC-AMERITECH shall agree to provide UNEs, through the Bona Fide Request (BFR) process as set forth in **Article II** of this Agreement.

9.2.6 When an existing service employed by AT&T is replaced with a combination(s) of Network Elements (including a combination of Network Elements), SBC-AMERITECH will not physically disconnect or separate in any other fashion equipment and facilities employed to provide the service(s) unless requested by AT&T. Charges for such transitioning of an existing service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the **Pricing Schedule**.

9.2.7 This section includes a list of the initial set of Network Elements to be provided on an unbundled basis and associated ancillary equipment that AT&T and SBC-AMERITECH have identified as of the Effective Date of this Agreement. These Network Elements are described in detail in the Schedules Attached hereto. AT&T and SBC-AMERITECH agree that the Network Elements identified in this **Article IX** are not exclusive and that pursuant to the Bona Fide Request process AT&T may identify and request that SBC-AMERITECH furnish additional or revised Network Elements to the extent required under **Section 251(c)(3)** of the Act and other applicable laws. Failure to list a Network Element herein shall not constitute a waiver by AT&T to obtain a Network Element subsequently defined by the FCC or by the state commission. The Network Elements to be provided on an unbundled basis include the following:

9.2.7.1 Loop;

9.2.7.2 Dark Fiber;

9.2.7.3 Network Interface Device;

9.2.7.4 Subloop;

9.2.7.5	Local Switching, including tandem switching and packet switching, as provided in Schedule 9.2.6;
9.2.7. 6	Interoffice Transmission Facilities, including Dedicated, and Shared Transport;
9.2.7.7	Signaling Links and Call-Related Databases;
9.2.7.8	Operations Support Systems (**"OSS"**) (see **Article XXXIII**).
9.2.7.9	Operator Services, Directory Assistance and Directory Assistance Data

9. 3 Combination of Network Elements.

9.3.1 SBC-AMERITECH shall provide Network Elements to AT&T in a manner that shall allow AT&T to combine such Network Elements (a "Combination") in order to provide a Telecommunications Service.

9.3.1.1 In addition to the Combinations of Network Elements furnished by SBC-AMERITECH to AT&T hereunder (**Section 9.3**), SBC-AMERITECH shall permit AT&T to combine any Network Element or Network Elements provided by SBC-AMERITECH with another Network Element or other Network Elements obtained from SBC-AMERITECH or combine with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers. Notwithstanding the foregoing, without additional components furnished by AT&T to itself or through third parties, AT&T shall be permitted to combine Network Elements made available by SBC-AMERITECH with other contiguous SBC-AMERITECH Network Elements.

9.3.2 Except upon the request of AT&T, SBC-AMERITECH shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.2.1 When AT&T orders Network Elements on an unbundled basis or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. In addition, SBC-AMERITECH shall allow AT&T to order any Network Element or Combination that is ordinarily combined in SBC-AMERITECH's network. Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be limited to SBC-AMERITECH's total element long-run incremental costs related to the records changes needed to account for AT&T's continuing purchase of the functionality in the form of Network Elements pursuant to this Agreement, as set forth in the **Pricing Schedule** to this Agreement, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

9.3.2.2 Where SBC-AMERITECH retail Customers simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for AT&T to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. If shared Network Elements are used, SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.2.3 For the UNE-Platform set forth in **Schedule 9.3**, SBC-AMERITECH shall establish an unbundled network element infrastructure to support the ordering of local service utilizing SBC-AMERITECH's, loops with NIDs, switching and shared transport.

9.3.2.4 The "customer service" UNE-P order shall request that SBC-AMERITECH provide a loop with NID, and vertical switching features for a specific AT&T local customer. The order shall include all customer specific custom calling and blocking features, along with directory listing information.

9.3.2.5 Additional details regarding the UNE-P are found in **Schedule 9.3**, attached hereto.

9.3.3 Upon AT&T's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner, even

if those elements are not ordinarily combined in SBC-AMERITECH's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to interconnect with SBC-AMERITECH's network. In addition, upon a request of AT&T that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.

9.3.4 When purchasing a Combination, AT&T will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of a Network Element provided on an unbundled basis as well as the quality of the access to such Network Element that SBC-AMERITECH provides to AT&T shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element that is to be provided on an unbundled basis, as well as the quality of the access to such Network Element, that SBC-AMERITECH provides to AT&T hereunder shall be at least equal in quality to that which SBC-AMERITECH provides to itself, its subsidiaries, Affiliates and any other person unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the Network Element requested by AT&T or access to such Network Element at a level of quality that is equal to that which SBC-AMERITECH provides to itself.

9.4.3 SBC-AMERITECH shall provide AT&T access to Unbundled Network Elements and Operations Support Systems functions, including the time within which SBC-AMERITECH provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which SBC-AMERITECH provides such unbundled network elements to itself, its subsidiaries, Affiliates and any other person except as may be provided by the Commission.

9.4.4 Upon the request of AT&T, SBC-AMERITECH shall provide to AT&T a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.2** and **9.4.3**, unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by AT&T for SBC-AMERITECH to provide any Network Element or access thereto that is different in quality shall be made by AT&T in accordance with **Section 9.6**.

9.5 Provisioning of Network Elements.

9.5.1 SBC-AMERITECH shall provide AT&T unbundled Network Elements as set forth in this Article, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 SBC-AMERITECH shall provide AT&T access to the functionalities for SBC-AMERITECH's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements and UNE Combinations that AT&T purchases in accordance with **Article XXXIII** (OSS). Access to such functionalities for the Operations Support Systems functions shall be as provided in **Article XXXIII** (OSS).

9.5.3 Prior to submitting an order for a Network Element to be provided on an unbundled basis which replaces, in whole or in part, a service offered by SBC-AMERITECH or any other telecommunications provider for which SBC-AMERITECH changes a primary local exchange carrier, AT&T shall comply with the requirements of **Section10.11.1** of **Article X**.

9.5.4 Intentionally left blank.

9.5.5 Intentionally left blank.

9.5.6 Intentionally left blank.

9.5.7 Intentionally left blank.

9.5.8 Unless the Parties negotiate another arrangement, when a SBC-AMERITECH provided tariffed or resold service is replaced by AT&T's facility based service using any SBC-AMERITECH provided UNE(s), AT&T shall issue appropriate service requests, to both disconnect the existing service and connect new service to AT&T's End User. These requests will be processed by SBC-AMERITECH, and AT&T will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-AMERITECH provided UNEs is converted to a different CLEC's service which also uses any SBC-AMERITECH provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-AMERITECH and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

9.5.9 Intentionally left blank.

9.5.10 Unbundled Network Elements may not be connected to or combined with SBC-AMERITECH access services or other SBC-AMERITECH tariffed service offerings with the exception of tariffed Collocation services where available.

9.6 Availability of Additional or Different Quality Network Elements. Any request by AT&T for access to a Network Element on an unbundled basis or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by AT&T of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

9.7 Pricing of Unbundled Network Elements and Combination. SBC-AMERITECH shall charge AT&T the Commission Approved (TELRIC based) non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified in the **Pricing Schedule**. If the Commission has not approved a TELRIC rate for a particular Network Element to be provided on an unbundled basis or Combination of Network Elements, SBC-AMERITECH shall establish an interim rate using a methodology consistent with **Section 252(d)** of the Act. Once the Commission establishes a final TELRIC rate for that particular Network Element or combination of Network Elements to replace the interim rate established by SBC-AMERITECH, (or the Commission rejects the same) the Parties shall perform a "true-up". No other rates shall apply.

9.8 Billing. SBC-AMERITECH shall bill AT&T for access to unbundled Network Elements and Combinations pursuant to the requirements contained in **Article XXVII** of this Agreement.

9.9 Maintenance of Unbundled Network Elements. SBC-AMERITECH shall provide maintenance of Loops and Combinations that include Loops as set forth in **Article XXXIII** (OSS).

9.10 Standards of Performance. SBC-AMERITECH shall provide to AT&T access to unbundled Network Elements: (i) in accordance with **Section 9.4** as determined by this **Section 9.10** (including any Combinations, service levels and intervals that may be requested by AT&T and agreed upon by the Parties pursuant to a Bona Fide Request), and (ii) as required by the Performance Standards set forth in **Article XXXII** (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC-AMERITECH may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, AT&T orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-AMERITECH places on itself for orders from its customers.

9.11 Access to UNE Connection Methods. SBC-AMERITECH will provide access to Network Elements on an unbundled basis and Combinations of Network Elements at any technically feasible point including at any point set forth in Article XII (Collocation).

9.12 Intentionally left blank.

9.13 Intentionally left blank.

9.14 Intentionally left blank.

9.15 Maintenance of Elements

9.15.1 If trouble occurs with unbundled network elements provided by SBC-AMERITECH, AT&T will first determine whether the trouble is in AT&T's own equipment and/or facilities or those of the End User. If AT&T determines the trouble is in SBC-AMERITECH's equipment and/or facilities, AT&T will issue a trouble report to SBC-AMERITECH.

9.15.2 AT&T shall pay Time and Material charges (maintenance of service charges/additional labor charges) when AT&T reports a suspected failure of a network element and SBC-AMERITECH dispatches personnel to the End User's premises or a SBC-AMERITECH Central Office and trouble was not caused by SBC-AMERITECH's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.15.3 AT&T shall pay Time and Material charges when SBC-AMERITECH dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-AMERITECH or in detariffed CPE provided by SBC-AMERITECH, unless covered under a separate maintenance agreement.

9.15.4 AT&T shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.15.5 If AT&T issues a trouble report allowing SBC-AMERITECH access to the End User's premises and SBC-AMERITECH personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-AMERITECH personnel are dispatched. Subsequently, if SBC-AMERITECH personnel are allowed access to the premises, these charges will still apply.

9.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-AMERITECH performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-AMERITECH performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-AMERITECH performed other than on a normally scheduled workday.

9.15.7 If AT&T requests or approves a SBC-AMERITECH technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, AT&T will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.16. RECONFIGURATION

9.16.1 SBC-AMERITECH will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the FCC Order Clarifying Supplemental Order released June 2, 2000, both released *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This MPSC September 21, 2004 Order 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 SBC Michigan ("SBC Michigan")[1] and LDMI Telecommunications, Inc. ("CLEC").

WHEREAS, SBC 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");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

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 by referencing and incorporating the following:

2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.[2] In the event the MPSC in

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[1] Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate

a subsequent order issued as a result of its review of the Compliance Filing revises the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures under Attachment A hereto, this Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace this Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).[2]

2.2 This Amendment is provided as a means by which SBC Michigan and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

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; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, 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

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structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting CLEC, following the date the MPSC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

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); 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).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

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 its duly authorized representative.

LDMI Telecommunications, Inc.

By: _____

Printed: Jerry Finerock

Title: V.P. Regulatory Affairs

Date: 2/8/05

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

By: _____

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: 2-9-05

FACILITIES-BASED OCN # 0225

ACNA LMI

SBC MICHIGAN RATES PER ORDER IN CASE NO. U-13531

ATTACHMENT A – EXHIBIT A PRICE SCHEDULE

EFFECTIVE NOVEMBER 6, 2004

Exhibit A
In Case No. U-13531

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Unbundled Loops			
2W Analog Basic - Access Area A	$ 9.13		
2W Analog Basic - Access Area B	$ 10.77		
2W Analog Basic - Access Area C	$ 14.20		
2W Analog PBX Grd Start - Access Area A	$ 8.26		
2W Analog PBX Grd Start - Access Area B	$ 11.05		
2W Analog PBX Grd Start - Access Area C	$ 14.47		
2W Analog COPTS Coin - Access Area A	$ 9.45		
2W Analog COPTS Coin - Access Area B	$ 11.32		
2W Analog COPTS Coin - Access Area C	$ 14.72		
2W Analog EKL - Access Area A	$ 10.35		
2W Analog EKL - Access Area B	$ 12.57		
2W Analog EKL - Access Area C	$ 15.88		
4W Analog - Access Area A	$ 21.83		
4W Analog - Access Area B	$ 26.86		
4W Analog - Access Area C	$ 33.16		
DIGITAL			
2W Digital ISDN-BRI - Access Area A	$ 12.66		
2W Digital ISDN-BRI - Access Area B	$ 16.22		
2W Digital ISDN-BRI - Access Area C	$ 19.93		
4W Digital - Access Area A	$ 40.65		
4W Digital - Access Area B	$ 44.01		
4W Digital - Access Area C	$ 51.71		
DS3 Loop - Access Area A	$ 321.94		
DS3 Loop - Access Area B	$ 379.38		
DS3 Loop - Access Area C	$ 479.37		
xDSL Capable loops			
PSD 1-5 and 7			
2W ADSL/HDSL Compatible - Access Area A	$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	$ 17.02		
PSD 3			
4W HDSL Compatible - Access Area A	$ 17.51		
4W HDSL Compatible - Access Area B	$ 20.96		
4W HDSL Compatible - Access Area C	$ 32.35		
IDSL Loops			
IDSL Loop Access Area A - Metro	$ 12.66		
IDSL Loop Access Area B - Suburban	$ 16.22		
IDSL Loop Access Area C - Rural	$ 19.93		
High Frequency Portion of the Loop			
HFPL Loop - Access Area A	$ 4.75		
HFPL Loop - Access Area B	$ 5.71		
HFPL Loop - Access Area C	$ 8.51		
OSS Modification	$ -		
Cross Connect Configuration - Company Owned	$ 0.45	$ 11.46	$ 11.46
Cross Connect Configuration - CLEC Owned		$ 11.46	$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	$ 0.45		
Company-Owned Splitter - Line at a time	$ 1.33		
Company-Owned Splitter - Shelf at a time			
HFPL Service Order Charges			
Installation		$ 3.62	$ 1.77
Subsequent		$ 3.46	$ -
Record Order		$ 2.13	$ -
Loop NRC			
Service Ordering Charge - Analog Loops - Initial - Per Occasion		$ 3.62	$ 1.77
Service Ordering Charge - Analog Loops - Subsequent - Per Occasion		$ 3.46	
Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion		$ 2.13	
Service Ordering -(DS0) - Administrative Charge		$ -	$ -
Service Provisioning (DS0)		$ -	$ -
Service Ordering -(DS1) - Administrative Charge		$ 3.54	$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		$ 63.95	$ 41.42
Service Ordering -(DS3) - Administrative Charge		$ 3.54	$ 2.13
Service Provisioning (DS3) (both UNE-L and new UNE-P)		$ 91.29	$ 31.48
Line Connection Charge - Analog Loop - Per Termination (both UNE-L and new UNE-P)		$ 20.43	$ 6.71
Service Coordination Fee - Per carrier bill, per central office	$ 5.39		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Cancellation OR Change Service Charge, PER LAST CRITICAL DATE REACHED			
ANALOG LOOPS			
Service Order Portion to be applied to each critical date below		$ 0.36	$ -
Design Layout report date		$ -	$ -
Records Issue Date		$ -	$ -
Designed, Verified and Assigned Date		$ 7.76	$ -
Plant Test Date		$ 52.27	$ -
DS0			
DIGITAL LOOPS			
Service Order Portion to be applied to each critical date below		$ 0.36	$ -
Design Layout report date		$ -	$ -
Records Issue Date		$ -	$ -
Designed, Verified and Assigned Date		$ -	$ -
Plant Test Date		$ -	$ -
DS1			
Service Order Portion to be applied to each critical date below		$ 2.36	$ -
Design Layout report date		$ 15.04	$ -
Records Issue Date		$ 15.04	$ -
Designed, Verified and Assigned Date		$ 45.33	$ -
Plant Test Date		$ 85.75	$ -
DS3			
Service Order Portion to be applied to each critical date below		$ 2.38	$ -
Design Layout report date		$ 16.05	$ -
Records Issue Date		$ 16.05	$ -
Designed, Verified and Assigned Date		$ 43.27	$ -
Plant Test Date		$ 66.14	$ -
Due Date Change Charge, PER ORDER PER OCCASION		$ 3.62	$ -
Analog Loop		$ 0.26	$ -
Digital DS0		$ 0.55	$ -
Digital DS1		$ 0.55	$ -
Digital DS3			
Subloops			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	$ 5.08		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 8.99		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 5.95		
ECS to NID subloop charge 2-Wire Analog Area C (Rural)	$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	$ 2.90		
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)	$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)	$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)	$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 5.35		
SAI to NID subloop charge 2-Wire Analog Area C (Rural)	$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)	$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)	$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)	$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)	$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)	$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)	$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)	$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)	$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)	$ 19.80		
MDF to Terminal subloop charge 4-Wire Analog Area A (Metro)	$ 20.18		
MDF to Terminal subloop charge 4-Wire Analog Area B (Suburban)	$ 25.04		
MDF to Terminal subloop charge 4-Wire Analog Area C (Rural)	$ 31.08		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
ECS to SAI subloop charge 4-Wire Analog Area A (Metro)	$ 2.11		
ECS to SAI subloop charge 4-Wire Analog Area B (Suburban)	$ 2.00		
ECS to SAI subloop charge 4-Wire Analog Area C (Rural)	$ 2.11		
ECS to Terminal subloop charge 4-Wire Analog Area A (Metro)	$ 6.33		
ECS to Terminal subloop charge 4-Wire Analog Area B (Suburban)	$ 7.50		
ECS to Terminal subloop charge 4-Wire Analog Area C (Rural)	$ 13.39		
ECS to NID subloop charge 4-Wire Analog Area A (Metro)	$ 7.97		
ECS to NID subloop charge 4-Wire Analog Area B (Suburban)	$ 9.12		
ECS to NID subloop charge 4-Wire Analog Area C (Rural)	$ 15.47		
SAI to Terminal subloop charge 4-Wire Analog Area A (Metro)	$ 5.17		
SAI to Terminal subloop charge 4-Wire Analog Area B (Suburban)	$ 6.36		
SAI to Terminal subloop charge 4-Wire Analog Area C (Rural)	$ 12.19		
SAI to NID subloop charge 4-Wire Analog Area A (Metro)	$ 6.81		
SAI to NID subloop charge 4-Wire Analog Area B (Suburban)	$ 7.98		
SAI to NID subloop charge 4-Wire Analog Area C (Rural)	$ 14.27		
Terminal to NID subloop charge 4-Wire Analog Area A (Metro)	$ 2.13		
Terminal to NID subloop charge 4-Wire Analog Area B (Suburban)	$ 2.07		
Terminal to NID subloop charge 4-Wire Analog Area C (Rural)	$ 2.69		
MDF to ECS subloop charge 2-Wire DSL Area A (Metro)	$ 5.04		
MDF to ECS subloop charge 2-Wire DSL Area B (Suburban)	$ 5.81		
MDF to ECS subloop charge 2-Wire DSL Area C (Rural)	$ 9.37		
MDF to SAI subloop charge 2-Wire DSL Area A (Metro)	$ 5.30		
MDF to SAI subloop charge 2-Wire DSL Area B (Suburban)	$ 6.34		
MDF to SAI subloop charge 2-Wire DSL Area C (Rural)	$ 9.11		
MDF to Terminal subloop charge 2-Wire DSL Area A (Metro)	$ 7.78		
MDF to Terminal subloop charge 2-Wire DSL Area B (Suburban)	$ 9.55		
MDF to Terminal subloop charge 2-Wire DSL Area C (Rural)	$ 15.03		
ECS to SAI subloop charge 2-Wire DSL Area A (Metro)	$ 1.07		
ECS to SAI subloop charge 2-Wire DSL Area B (Suburban)	$ 0.99		
ECS to SAI subloop charge 2-Wire DSL Area C (Rural)	$ 1.04		
ECS to Terminal subloop charge 2-Wire DSL Area A (Metro)	$ 3.55		
ECS to Terminal subloop charge 2-Wire DSL Area B (Suburban)	$ 4.21		
ECS to Terminal subloop charge 2-Wire DSL Area C (Rural)	$ 6.96		
ECS to NID subloop charge 2-Wire DSL Area A (Metro)	$ 5.27		
ECS to NID subloop charge 2-Wire DSL Area B (Suburban)	$ 6.07		
ECS to NID subloop charge 2-Wire DSL Area C (Rural)	$ 8.95		
SAI to Terminal subloop charge 2-Wire DSL Area A (Metro)	$ 2.96		
SAI to Terminal subloop charge 2-Wire DSL Area B (Suburban)	$ 3.61		
SAI to Terminal subloop charge 2-Wire DSL Area C (Rural)	$ 6.34		
SAI to NID subloop charge 2-Wire DSL Area A (Metro)	$ 4.67		
SAI to NID subloop charge 2-Wire DSL Area B (Suburban)	$ 5.48		
SAI to NID subloop charge 2-Wire DSL Area C (Rural)	$ 8.33		
Terminal to NID subloop charge 2-Wire DSL Area A (Metro)	$ 2.20		
Terminal to NID subloop charge 2-Wire DSL Area B (Suburban)	$ 2.36		
Terminal to NID subloop charge 2-Wire DSL Area C (Rural)	$ 2.50		
Sub-Loops (continued)			
MDF to ECS subloop charge 4-Wire DSL Area A (Metro)	$ 10.09		
MDF to ECS subloop charge 4-Wire DSL Area B (Suburban)	$ 11.63		
MDF to ECS subloop charge 4-Wire DSL Area C (Rural)	$ 18.74		
MDF to SAI subloop charge 4-Wire DSL Area A (Metro)	$ 10.98		
MDF to SAI subloop charge 4-Wire DSL Area B (Suburban)	$ 13.06		
MDF to SAI subloop charge 4-Wire DSL Area C (Rural)	$ 18.55		
MDF to Terminal subloop charge 4-Wire DSL Area A (Metro)	$ 15.68		
MDF to Terminal subloop charge 4-Wire DSL Area B (Suburban)	$ 19.16		
MDF to Terminal subloop charge 4-Wire DSL Area C (Rural)	$ 30.19		
ECS to SAI subloop charge 4-Wire DSL Area A (Metro)	$ 2.12		
ECS to SAI subloop charge 4-Wire DSL Area B (Suburban)	$ 1.96		
ECS to SAI subloop charge 4-Wire DSL Area C (Rural)	$ 2.05		
ECS to Terminal subloop charge 4-Wire DSL Area A (Metro)	$ 6.62		
ECS to Terminal subloop charge 4-Wire DSL Area B (Suburban)	$ 8.06		
ECS to Terminal subloop charge 4-Wire DSL Area C (Rural)	$ 13.69		
ECS to NID subloop charge 4-Wire DSL Area A (Metro)	$ 8.65		
ECS to NID subloop charge 4-Wire DSL Area B (Suburban)	$ 9.86		
ECS to NID subloop charge 4-Wire DSL Area C (Rural)	$ 15.84		
SAI to Terminal subloop charge 4-Wire DSL Area A (Metro)	$ 5.66		
SAI to Terminal subloop charge 4-Wire DSL Area B (Suburban)	$ 6.82		
SAI to Terminal subloop charge 4-Wire DSL Area C (Rural)	$ 12.49		
SAI to NID subloop charge 4-Wire DSL Area A (Metro)	$ 7.49		
SAI to NID subloop charge 4-Wire DSL Area B (Suburban)	$ 8.72		
SAI to NID subloop charge 4-Wire DSL Area C (Rural)	$ 14.64		
Terminal to NID subloop charge 4-Wire DSL Area A (Metro)	$ 2.37		

Exhibit A
In Case No. U-13531

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Terminal to NID subloop charge 4-Wire DSL Area B (Suburban)	$ 2.29		
Terminal to NID subloop charge 4-Wire DSL Area C (Rural)	$ 2.78		
MDF to ECS Subloop Charge 2-Wire ISDN Area A (Metro)	$ 16.21		
MDF to ECS Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 16.32		
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	$ 467.97		
Sub-Loop Non-Recurring Charges			
Service Order Charge			
Establish, per occasion		$ 3.62	$ 2.13
Add or change, per occasion		$ 3.54	$ -
Provisioning			
2-wire Analog		$ 20.20	$ 6.71
4-wire Analog		$ 20.20	$ 6.71
2-wire DSL		$ 20.20	$ 6.71
4-wire DSL		$ 20.20	$ 6.71
2-wire ISDN		$ 20.20	$ 6.71
2-wire DS1		$ 148.78	$ 52.02
DS3		$ 162.48	$ 64.68
Loop Qualification			
Manual Loop Qualification		$ -	
Mechanized Loop Qualification		$ -	
Loop Conditioning - For Loop Facilities			
For Loop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		$ -	
- Remove Bridged Taps		$ -	
-Restore Bridged Taps		$ -	
- Remove Repeater		$ -	
- Remove Load Coils & Bridged Taps		$ -	
- Restore Load Coils & Bridged Taps		$ -	
- Remove Bridged Taps & Repeater		$ -	
- Restore Bridged Taps & Repeater		$ -	
For Loop Facilities > 17.5 kft			
- Remove Load Coil		$ -	
- Remove Bridged Tap		$ -	
- Restore Bridged Tap		$ -	
- Remove Repeater		$ -	
- Remove Load Coil & Bridged Tap		$ -	
- Restore Load Coil & Bridged Tap		$ -	
- Remove Bridged Tap & Repeater		$ -	
- Restore Bridged Tap & Repeater		$ -	
Subloop Conditioning - For subloop Facilities			
For subloop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		$ -	
- Remove Bridged Taps		$ -	
-Restore Bridged Taps		$ -	
- Remove Repeater		$ -	
- Remove Load Coils & Bridged Taps		$ -	
- Restore Load Coils & Bridged Taps		$ -	
- Remove Bridged Taps & Repeater		$ -	
- Restore Bridged Taps & Repeater		$ -	
For subloop Facilities > 17.5 kft			
- Remove Load Coil		$ -	
- Remove Bridged Tap		$ -	
- Restore Bridged Tap		$ -	
- Remove Repeater		$ -	
- Remove Load Coil & Bridged Tap		$ -	

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
- Restore Load Coil & Bridged Tap		$ -	
- Remove Bridged Tap & Repeater		$ -	
- Restore Bridged Tap & Repeater		$ -	
Unbundled Local Switching (ULS) (Stand-Alone)			
ULS Switch Usage (over 1,622 MOU), per MOU or fraction thereof	$ 0.000017		
Unbundled Local Switching (Stand Alone)			
Basic Line Port	$ 3.46	$ 13.63	$ 7.60
Ground Start Line Port	$ 3.46	$ 13.63	$ 7.60
ISDN-Direct Port	$ 6.66	$ 46.68	$ 24.97
per Telephone Number	$ -		
DID Trunk Port	$ 16.92	$ 39.03	$ 22.44
per Telephone Number	$ -		
DID Trunk Port-add/rearrange each termination	$ -	$ 16.08	$ -
ISDN Prime Trunk Port	$ 127.87	$ 79.61	$ 42.52
per Telephone Number	$ -		
ISDN Prime Trunk Port-add/rearrange channels	$ -	$ 16.08	$ -
Digital Trunking Trunk Port (DS1)	$ 92.02	$ 57.33	$ 24.97
Unbundled Local Switching (ULS) Trunk Port	$ 92.62	$ 106.37	$ 84.41
Centrex Basic Line Port	$ 3.46	$ 13.63	$ 7.60
Centrex ISDN Line Port	$ 6.66	$ 46.68	$ 24.97
Centrex EKt. Line Port	$ 4.85	$ 46.68	$ 24.97
Centrex Attendant Console Line Port	$ 7.98	$ 46.68	$ 24.97
Conversion Charge, per Order (change from one type of line-port to another)		$ 0.15	$ -
Provisioning of message detail per record	$ 0.000383		
Port Feature Add / Change Translation Charge			
Initial (1st) feature per port, per order			
Basic		$ 0.10	$ 0.10
Ground Start / PBX		$ 0.08	$ 0.08
ISDN Direct		$ 0.14	$ 0.14
DID Trunk		$ -	$ -
ISDN Prime		$ 13.07	$ 12.68
Digital Trunking		$ 8.25	$ 8.25
ULS Trunk		$ 8.25	$ 8.25
Cancellation of Change (Provisioning) Charge per last critical date reached			
BASIC LINE PORT			
Service Order Portion to be applied to each critical date below		$ 0.26	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ 17.09	
Plant Test Date		$ 17.09	
Complex Line Port			
Service Order Portion to be applied to each critical date below		$ 3.38	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ 6.30	
Plant Test Date		$ 20.29	
Cancellation of Change (Provisioning) Charge per last critical date reached			
(continued)			
DS1 Trunk Port			
Service Order Portion to be applied to each critical date below		$ 3.38	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ 13.74	
Plant Test Date		$ 179.75	
New Line Class Code		$ 246.09	
Translations: writing, accepting, and testing		$ 259.04	
Plant Test Date			
New Network Routing		$ 28.06	
Translations: writing, accepting, and testing		$ 28.06	
Plant Test Date			
Due date change charge per order per occasion			
Basic Line Port		$ 3.46	
Trunk Port		$ 0.76	
Complex Line Port		$ 0.76	

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Unbundled Tandem Switch Trunk Port (DS1)			
Initial Charge (per DS1)		$ 120.08	$ 21.97
DS1 Tandem Trunk Port Change - per port		$ 16.08	
Service Charge per order		$ 52.70	$ 1.75
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		$ 2.06	
Design Layout Report Date		$ -	
Records Issue Date		$ -	
Designed, Verified and Assigned Date		$ -	
Plant Test Date		$ 43.59	
Tandem Trunk Port Due Date Change Charge, per order per occasion		$ 0.57	
ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	$ -		
ULS-ST Blended Transport Usage	$ 0.001321		
ULS-ST Common Transport Usage	$ 0.000831		
ULS-ST Tandem Switching Usage	$ 0.000198		
ULS-ST Reciprocal Compensation - Setup	$ -		
ULS-ST Reciprocal Compensation - MOU	$ -		
ULS-ST SS7 Signaling Transport	$ 0.000969		
Stand-Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	$ 5.39		
Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	$ 0.000238		
Cross-Connects			
2-Wire	$ 0.13		
4-Wire	$ 0.27		
6-Wire	$ 0.40		
8-Wire	$ 0.54		
DS1	$ 16.45		
DS3	N/A		
OC-3	$ 1.05		
OC-12	$ 1.05		
OC-48	$ 1.05		
Centrex System Charges			
Centrex Common Block Establishment, each		$ 91.75	$ 71.17
Centrex System Features Change or Rearrangement, per feature, per occasion		$ 72.98	$ -
Centrex System Feature Activation, per feature, per occasion		$ 42.12	$ 74.11
Service Ordering Charges			
Service Ordering - Initial - Basic Port		$ 3.46	$ 1.77
Service Ordering - Initial - Complex Port		$ 34.49	$ 8.60
Service Ordering - Initial - ULS Trunk Port		$ 73.38	$ 1.75
Service Ordering - Record Order - Basic Port		$ 2.13	$ -
Service Ordering - Record Order - Complex Port		$ 2.13	$ -
Service Ordering - Record Order - ULS Trunk Port		$ 2.13	$ -
Service Ordering - Subsequent - Basic Port		$ 3.65	$ -
Service Ordering - Subsequent - Complex Port		$ 5.04	$ -
Service Ordering - Subsequent - ULS Trunk Port		$ 5.04	$ -
ULS Billing Establishment, per carrier (5/7/2002 replaces rate element ULS Billing Est., per carrier, per switch)		$ 2,263.71	
Custom Routing			
Custom Routing, via LCC - New LCC, per LCC, per switch		$ 259.04	$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		$ 28.09	$ 27.58
Custom Routing, via AIN, of OS/ DA per route, per switch		$ 28.09	$ 28.09
UNE - P Service Order NRC Charge			
POTS Electronic		$ 0.40	$ 0.18
POTS Manual		$ 23.16	$ 11.37
Non-POTS Electronic		$ 39.30	$ 1.39
Non-POTS Manual		$ 42.98	$ 15.14
New UNE-P Port Connection/Disconnection			
Basic Line Port		$ 0.14	$ 0.14
Ground Start Line Port		$ 0.14	$ 0.14
ISDN-Direct Port		$ 7.57	$ 7.57
DID Trunk Port		$ 17.95	$ 13.12

Exhibit A
In Case No. U-13531

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
ISDN Prime Trunk Port		$ 65.52	$ 35.02
Digital Trunking Trunk Port		$ 43.56	$ 14.36
ULS Trunk Port		$ 43.56	$ 14.36
Centrex Basic Line Port		$ 0.14	$ 0.14
Centrex ISDN Line Port		$ 7.57	$ 7.57
Centrex EKL Line Port		$ 3.92	$ 3.92
Centrex Attendant Console Line Port		$ 0.41	$ 0.41
Unbundled Directory Assistance	$ 0.004099		
Information Call Completion	$ 0.248852		
Directory Assistance / per occurrence	$ 0.003090		
Branding Cost per call		$ 1,098.67	
Branding, per switch, initial load (same branding announcement)		$ 143.75	
Branding, per switch, subsequent load (same branding announcement)			
Unbundled Operator Services			
Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE	$ 0.276712		
Manual Call Assistance (LIDB VALIDATION) PER OCCURANCE	$ 0.277175		
Automated Call Assistance per Occurrence	$ 0.017312		
Busy Line Verification	$ 0.641135		
Busy Line Verification Interrupt	$ 0.734555		
Branding Cost per call	$ 0.003090		
Branding, per switch, initial load (same branding announcement)		$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		$ 143.75	
Directory Listing Services			
Initial Load per listing	$ 0.010794		
Update per listing	$ 0.010794		
Update per month	$ 919.70		
Distribute tape to customer per customer - Monthly	$ 77.00		
Set up per customer		$ 495.08	
Access to SS7			
Signal Transfer Point, per port	$ 251.91	$ 957.41	$ 154.13
Signal Switching, per ISUP message PER IAM	$ 0.000077		
Signal Switching, per TCAP message	$ 0.000060		
Signal Transport, per ISUP message PER IAM	$ 0.000055		
Signal Transport, per TCAP message	$ 0.000037		
Signal Formulation, per ISUP message PER IAM	$ 0.000245		
Signal Formulation, per TCAP message	$ 0.000126		
Signal Tandem Switching, per ISUP message	$ 0.000132		
Originating Point Code, per service added or changed		$ 190.81	$ 125.53
Global Title Address Translation, per service added or changed		$ 130.04	$ 126.95
SS7 Links - Service Order Charge, per Request		$ 11.37	$ 4.85
Access to 800 Database			
Database Query Using Ameritech Provided Facilities			
800DB Call-Routing Query	$ 0.000856		
800DB Routing Options Query	$ 0.000039		
Local STP Database Query Utilizing Carrier Provided			
Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided			
Facilities between Ameritech's STP and Ameritech's Regional STP			
800DB Carrier-ID-Only Query	$ 0.000870		
800DB Routing Options Query	$ 0.000039		
Regional STP Database Query Utilizing Carrier Provided Facilities			
800DB Carrier-ID-Only Query	$ 0.000894		
800DB Routing Options Query	$ 0.000039		
Access to LIDB Database			
LIDB Query at local STP			
LIDB Validation Query	$ 0.005955		
LIDB Transport Query	$ 0.000090		
LIDB Query at regional STP			
LIDB Validation Query	$ 0.005955		
LIDB Transport Query	$ 0.000002		
Service Order -		$ 28.66	$ -
Service Establishment (reference Point Code Activation in SS7 Section)		$ -	$ -
CNAM Database			
CNAM Database Query	$ 0.005476		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Unbundled Transport			
DS1 UDT Rates			
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 1	$ 32.36		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 2	$ 31.44		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 3	$ 29.05		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 1	$ 12.39		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 2	$ 12.28		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 3	$ 13.17		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - InterZone	$ 13.36		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 1	$ 0.69		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 2	$ 0.77		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 3	$ 0.50		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - InterZone	$ 0.20		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 1	$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 2	$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 3	$ 280.24		
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 1		$ 75.28	$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 2		$ 75.28	$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 3		$ 75.28	$ -
DS1 EF NRC Zone 1		$ 160.97	$ 62.69
DS1 EF NRC zone 2		$ 160.97	$ 62.69
DS1 EF NRC zone 3		$ 160.97	$ 62.69
DS1 IOF NRC Zone 1		$ 57.80	$ 22.70
DS1 IOF NRC zone 2		$ 57.80	$ 22.70
DS1 IOF NRC zone 3		$ 57.80	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Cancellation or Change Service Charge - per last critical date reached.			
DS1			
Service Order Portion to be applied to each critical date below		$ 2.07	
Design Layout Report Date		$ 21.09	
Records Issue Date		$ 21.09	
Designed, Verified and Assigned Date		$ 31.63	
Plant Test Date		$ 59.16	
Due date Change Charge, per order or occasion			
DS1		$ 0.43	
DS3		$ 0.43	
OC-3, OC-12, OC-48		$ 0.43	
DS3 UDT Rates			
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 1	$ 201.73		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 2	$ 255.60		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 3	$ 268.92		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 1	$ 129.82		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 2	$ 114.98		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 3	$ 110.02		
DS3 Interoffice Mileage Termination - Per Point of Termination - InterZone	$ 121.50		
DS3 Interoffice Mileage - Per Mile - Zone 1	$ 6.20		
DS3 Interoffice Mileage - Per Mile - Zone 2	$ 3.84		
DS3 Interoffice Mileage - Per Mile - Zone 3	$ 9.52		
DS3 Interoffice Mileage - Per Mile - InterZone	$ 3.73		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 1	$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 2	$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 3	$ 414.55		
DS3 EF NRC Zone 1		$ 160.49	$ 62.69
DS3 EF NRC zone 2		$ 160.49	$ 62.69
DS3 EF NRC zone 3		$ 160.49	$ 62.69
DS3 IOF NRC Zone 1		$ 74.59	$ 22.70
DS3 IOF NRC zone 2		$ 74.59	$ 22.70
DS3 IOF NRC zone 3		$ 74.59	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Cancellation or Change Service Charge - per last critical date reached.			
DS3			
Service Order Portion to be applied to each critical date below		$ 2.07	
Design Layout Report Date		$ 20.38	
Records Issue Date		$ 20.97	
Designed, Verified and Assigned Date		$ 53.61	
Plant Test Date		$ 76.53	
OC-3 UDT Rates			
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 1	$ 481.27		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 2	$ 480.62		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 3	$ 548.51		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 1	$ 459.83		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 2	$ 383.08		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 3	$ 336.49		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination InterZone	$ 418.80		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 1	$ 18.42		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 2	$ 10.62		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 3	$ 15.13		
Interoffice Mileage - 155.52 Mbps - Per Mile InterZone	$ 9.00		
OC-3 Add/Drop Multiplexing, per arrangement All Zones	$ 300.68		
Add/Drop Function - Per DS3 Add or Drop All Zones	$ 24.04		
Add/Drop Function - Per DS1 Add or Drop All Zones	$ 3.84		
1+1 Protection, Per OC-3 Entrance Facility Zone 1	$ 47.46		
1+1 Protection, Per OC-3 Entrance Facility Zone 2	$ 47.23		
1+1 Protection, Per OC-3 Entrance Facility Zone 3	$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 1	$ 47.46		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 2	$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 3	$ 47.23		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 1	$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 2	$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 3	$ 1.05		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 1	$ 479.76		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 2	$ 486.84		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 3	$ 537.46		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	$ 0.49		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	$ 0.97		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	$ 2.44		
OC3 EF NRC Zone 1		$ 171.82	$ 62.69
OC3 EF NRC zone 2		$ 171.82	$ 62.69
OC3 EF NRC zone 3		$ 171.82	$ 62.69
OC3 IOF NRC Zone 1		$ 85.93	$ 22.70
OC3 IOF NRC zone 2		$ 85.93	$ 22.70
OC3 IOF NRC zone 3		$ 85.93	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Cancellation or Change Service Charge , per last critical date reached.			
OC3, OC12, and OC48			
Service Order Portion to be applied to each critical date below		$ 2.07	
Design Layout Report Date		$ 27.11	
Records Issue Date		$ 27.11	
Designed, Verified and Assigned Date		$ 59.75	
Plant Test Date		$ 87.29	
OC-12 UDT Rates			
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 1	$ 1,197.95		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 2	$ 1,448.30		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 3	$ 1,719.47		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 1	$ 1,262.38		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 2	$ 1,076.14		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 3	$ 919.56		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination InterZone	$ 1,112.09		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 1	$ 74.45		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 2	$ 40.75		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 3	$ 64.99		
Interoffice Mileage - 622.08 Mbps - Per Mile InterZone	$ 38.60		
OC-12 Add/Drop Multiplexing, per arrangement All Zones	$ 456.32		
Add/Drop Function - Per DS3 Add or Drop All Zones	$ 20.93		
Add/Drop Function - Per OC-3 Add or Drop All Zones	$ 64.05		
1+1 Protection, Per OC-12 Entrance Facility Zone 1	$ 107.43		
1+1 Protection, Per OC-12 Entrance Facility Zone 2	$ 103.80		
1+1 Protection, Per OC-12 Entrance Facility Zone 3	$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 1	$ 107.43		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 2	$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 3	$ 103.80		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 1	$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 2	$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 3	$ 1.05		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 1	$ 1,195.46		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 2	$ 1,442.15		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 3	$ 1,707.42		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	$ 0.51		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	$ 1.58		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	$ 2.67		
OC12 EF NRC Zone 1		$ 171.82	$ 62.69

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
OC12 EF NRC zone 2		$ 171.82	$ 62.69
OC12 EF NRC zone 3		$ 171.82	$ 62.69
OC12 IOF NRC Zone 1		$ 85.93	$ 22.70
OC12 IOF NRC zone 2		$ 85.93	$ 22.70
OC12 IOF NRC zone 3		$ 85.93	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
OC-48 UDT Rates			
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 1	$ 3,937.57		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 2	$ 4,711.36		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 3	$ 4,719.85		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 1	$ 3,703.43		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 2	$ 4,238.86		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 3	$ 3,172.26		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination InterZone	$ 4,582.75		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 1	$ 36.06		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 2	$ 42.83		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 3	$ 73.28		
Interoffice Mileage - 2488.32 Mbps - Per Mile InterZone	$ 24.84		
OC-48 Add/Drop Multiplexing, per arrangement All Zones	$ 1,637.00		
Add/Drop Function - Per DS3 Add or Drop All Zones	$ 24.53		
Add/Drop Function - Per OC-3 Add or Drop All Zones	$ 182.79		
Add/Drop Function - Per OC-12 Add or Drop All Zones	$ 105.09		
1+1 Protection, Per OC-48 Entrance Facility Zone 1	$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 2	$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 3	$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 1	$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 2	$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 3	$ 525.47		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 1	$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 2	$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 3	$ 1.05		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 1	$ 3,934.69		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 2	$ 4,704.65		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 3	$ 4,708.90		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	$ 0.93		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	$ 1.72		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	$ 2.42		
OC48 EF NRC Zone 1		$ 171.82	$ 62.69
OC48 EF NRC zone 2		$ 171.82	$ 62.69
OC48 EF NRC zone 3		$ 171.82	$ 62.69
OC48 IOF NRC Zone 1		$ 85.93	$ 22.70
OC48 IOF NRC zone 2		$ 85.93	$ 22.70
OC48 IOF NRC zone 3		$ 85.93	$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		$ 3.14	$ 2.13
Unbundled Dark Fiber			
Dark Fiber - Interoffice			
Interoffice Mileage Termination	$ 25.34		
Interoffice Mileage	$ 0.002196		
Interoffice Cross Connect	$ 2.11		
Interoffice Inquiry (Provisioning) Charge, per request		$ 338.03	$ -
Interoffice Inquiry (Service Order) Charge, per request		$ 2.33	$ -
Interoffice Administration Charge, per order		$ 14.35	$ 16.19
Interoffice Connection Charge, per strand		$ 466.62	$ 157.40
Interoffice Cross-Connects, per strand		$ 3.62	$ 3.62
Interoffice Mileage Termination		$ -	$ -
Interoffice Mileage-per strand per foot		$ -	$ -
Interoffice Cross Connect		$ -	$ -
Dark Fiber - Loop/Sub-Loop			
Loop/Sub-Loop Mileage Termination	$ 10.77		
Loop/Sub-Loop Mileage	$ 0.002562		
Loop/Sub-Loop Cross Connect	$ 1.05		
Loop/Sub-Loop Inquiry (Provisioning) Charge, per request		$ 79.66	$ -
Loop/Sub-Loop Inquiry (Service Order) Charge, per request		$ 2.33	$ -
Sub-Loop Inquiry Charge, per request		$ 79.66	$ -
Loop/Sub-Loop Administration Charge, per order		$ 14.35	$ 16.19
Loop/Sub-Loop Connection Charge, CO to RT/CEV/Hut, CO to Premises, per strand		$ 358.08	$ 16.60
Sub-Loop Connection Charge, RT/CEV Hut to Premises, per strand		$ 46.05	$ 16.60
Loop/Sub-Loop Cross Connect Charge, per strand		$ 3.38	$ 3.40
Sub-Loop Cross Connect Charge, per strand		$ -	$ -
Loop/Sub-Loop Cross Connect		$ -	$ -

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	$ 0.000822		
Duration charge, per MOU	$ 0.000521		
Tandem Switching			
Set up charge, per call	$ 0.000322		
Duration charge, per MOU	$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	$ 0.000077		
Duration charge, per MOU	$ 0.000081		
Tandem Transport Facility per MOU, per Mile	$ 0.000001		
TRANSIT SERVICE			
Tandem Switching			
per minute of use	$ 0.000309		
Tandem Termination			
per minute of use	$ 0.000105		
Tandem Facility			
per minute of use	$ 0.000040		
Special Access to UNE Loop and Transport			
Project Administrative Charge, per service order		$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		$ 4.42	
Channelized DS3 - Demarcation Re-tag (with mileage)		$ -	
Channelized DS1 - Design & Coordination (with mileage)		$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		$ -	
Channelized DS3 - Design & Coordination (without mileage)		$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		$ -	
Channelized DS1 - Design & Coordination (without mileage)		$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		$ -	
Enhanced Extended Loop (EEL)			
Note: EELs will be equal to sum of the rates associated with the individual unbundled network elements comprising the EEL. The rates will be based on the rates for the unbundled loop and the unbundled dedicated transport that comprise the EEL, and any unbundled multiplexing and unbundled clear channel capability as requested or required. Following is a list of EELs available under this Price Schedule:			
2-Wire Analog Loop to DS1 Dedicated Transport facilities			
2-Wire Analog Loop to DS3 Dedicated Transport facilities			
4-Wire Analog Loop to DS1 Dedicated Transport facilities			
4-Wire Analog Loop to DS3 Dedicated Transport facilities			
2-Wire Digital Loop to DS1 Dedicated Transport facilities			
2-Wire Digital Loop to DS3 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities			
Resale			*
Resale Discount	16.62%		

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Physical Collocation			
Planning Fees:			
Physical Collocation - Initial (monthly per 100 SF)	$ 19.26		
Physical Collocation - Initial (per request)		$ 3,735.92	
Physical Collocation - Subsequent Cable Only		$ 1,293.20	
Common/Shared Collocation - Initial (monthly per 100 SF)	$ 0.89		
Common/Shared Collocation - Initial (per request)		$ 3,161.16	
Common/Shared Collocation - Subsequent Cable Only		$ 1,293.20	
Cageless Collocation - Initial		$ 4,741.75	
Cageless Collocation - Subsequent Cable Only		$ 1,436.89	
Adjacent On-Site Collocation - Initial		$ 6,466.02	
Adjacent On-Site Collocation - Subsequent Cable Only		$ 1,293.20	
Adjacent Off-Site Collocation - Initial		$ 1,427.49	
Physical Caged Collocation:			
Physical Land and Building (per 100 SF cage)	$ 907.64		
Physical Cage Preparation (per 100 SF cage)	$ 55.44		
HVAC (per 10 amps of DC power)	$ 5.88		
Physical Cable Racking (per 100 SF cage)	$ 28.85		
Physical Grounding (per 100 SF cage)	$ 4.50		
Cageless Collocation:			
Land and Building Charge (per 1/4 rack)	$ 11.14		
Relay Rack Charge (Optional) (per 1/4 rack)	$ 2.67		
HVAC (per 10 amps of DC power)	$ 5.88		
Caged/Common Collocation:			
Land and Building (per common area linear foot)	$ 42.15		
Cage Preparation (per common area linear foot)	$ 2.09		
HVAC (per 10 amps of DC power)	$ 5.88		
Physical Cable Racking (per common area linear foot)	$ 4.54		
Physical Grounding (per common area linear foot)	$ 0.21		
Power Consumption - DC Usage			
Physical Caged Collocation (per AMP)	$ 6.10		
Common Caged Collocation (per AMP)	$ 6.10		
Cageless Collocation (per AMP)	$ 6.50		
Adjacent On-Site Collocation (per AMP)	$ 5.22		
Power Consumption - AC Usage			
Physical Caged Collocation (per AMP)	$ 4.00		
Common Caged Collocation (per AMP)	$ 4.00		
Cageless Collocation (per AMP)	$ 4.00		
Adjacent On-Site Collocation (per AMP)	$ 4.00		
Security Cards (5 cards)		$ 92.77	
Interconnection Arrangement Options			
Physical Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.92	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
Common Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
Cageless Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
Adjacent On-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,818.09	
DS1 Arrangement (28 DS1s) - DSX	$ 14.67	$ 1,818.09	
DS1 Racking	$ 0.62		
Adjacent Off-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	$ 297.90	$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	$ 14.65	$ 1,421.73	
DS1 Arrangement (450 DS1s) - MDF	$ 355.52	$ 694.94	

Exhibit A
In Case No. U-13531

	SBC MI	SBC Michigan Non-Recurring	
	Recurring	Connect	Disconnect
Physical Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.66	$ 363.31	
DS3 Arrangement (1 DS3) - DSX	$ 12.84	$ 363.31	
Common Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.59	$ 363.31	
DS3 Arrangement (1 DS3) - DSX	$ 12.84	$ 363.31	
Cageless Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.66	$ 363.31	
DS3 Arrangement (1 DS3) - DSX	$ 12.84	$ 363.31	
Adjacent On-Site Collocation			
DS3 Arrangement (1 DS3) - DCS	$ 74.66	$ 464.59	
DS3 Arrangement (1 DS3) - DSX	$ 12.86	$ 464.59	
DS3 Racking	$ 0.62		
Physical Caged Collocation - Voice Grade Arrangement (100 pairs)	$ 6.44	$ 936.26	
Common Caged Collocation - Voice Grade Arrangement (100 pairs)	$ 6.44	$ 936.26	
Cageless Collocation - Voice Grade Arrangement (100 pairs)	$ 6.51	$ 936.26	
Adjacent On-Site Collocation - Voice Grade Arrangement (100 pairs)	$ 6.31	$ 1,065.28	
Adjacent On-Site Collocation - Voice Grade Racking	$ 0.54		
Adjacent On-Site Collocation - Rack between CO Outside Wall and Adjacent On-Site, per rack	$ 35.80	$ 300.72	
Adjacent Off-Site Collocation - Voice Grade Arrangement (900 pairs)	$ 355.52	$ 694.94	
Optical Circuit Arrangement (12 Fiber pairs)			
Physical Caged Collocation - (per Cable)	$ 8.32	$ 2,622.86	
Common Caged Collocation - (per Cable)	$ 8.32	$ 2,622.86	
Cageless Collocation - (per Cable)	$ 8.32	$ 2,277.74	
Adjacent On-Site Collocation - (per Cable)	$ 8.34	$ 2,912.75	
Adjacent On-Site Collocation - Optical Racking	$ 0.77		
Adjacent Off-Site Collocation - (per Cable)	$ 9.14	$ 2,903.19	
Power Arrangement			
Physical Caged Collocation			
Power Delivery - 40 AMP		$ 170.71	
Power Delivery - 100 AMP		$ 222.66	
Power Delivery - 200 AMP		$ 290.20	
Physical Cageless Collocation	$ 0.08		
Common Caged Collocation			
Power Delivery - 40 AMP		$ 170.71	
Power Delivery - 100 AMP		$ 222.66	
Power Delivery - 200 AMP		$ 290.20	
Adjacent On-Site Collocation	$ -		
Power Delivery - 200 AMP	$ 16.02	$ 6,058.45	
Power Delivery - 400 AMP	$ 32.03	$ 11,764.36	
Power Delivery - 600 AMP	$ 33.80	$ 15,543.72	
Power Delivery - 800 AMP	$ 50.71	$ 23,139.31	
Cable Rack between CO Outside Wall and Adjacent On-Site	$ 35.48	$ 297.75	
Cable Entrance, per wall opening		$ 714.63	
Entrance Fiber Structure Charge (per 125 foot innerduct)	$ 1.94		
Entrance Fiber, per cable sheath			
Physical Caged Collocation	$ 2.71	$ 1,598.37	
Common Caged Collocation	$ 2.71	$ 1,598.37	
Cageless Collocation	$ 14.97	$ 1,598.37	
Adjacent On-Site Collocation	$ 31.26	$ 2,880.83	
Adjacent On-Site Collocation Arrangement			
Land Rental, per square foot	$ 0.39		
Collocation-to-Collocation Arrangement			
Physical to Physical			
Fiber Cable (12 Fiber Pairs)	$ 0.84	$ 2,277.74	
DS1 Cable (28 DS1s)	$ 0.76	$ 1,421.73	
DS3 Cable (1 DS3)	$ 0.76	$ 363.31	
Cageless to Cageless			
Fiber Cable (12 Fiber Pairs)	$ 0.25	$ 897.29	
DS1 Cable (28 DS1s)	$ 0.20	$ 560.06	
DS3 Cable (1 DS3)	$ 0.20	$ 143.12	
Physical/Cageless to Virtual			
Fiber Cable (12 Fiber Pairs)	$ 0.24	$ 829.91	
DS1 Cable (28 DS1s)	$ 0.19	$ 518.01	
DS3 Cable (1 DS3)	$ 0.19	$ 132.37	

Exhibit A
In Case No. U-13531

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Virtual Collocation			
Planning		$ 4,741.75	
Initial		$ 1,436.89	
Subsequent/Cable Only			
Land and Building (per 1/4 bay framework)	$ 11.14		
Relay Rack (per 1/4 rack)	$ 2.67		
HVAC (per 10 amps of DC power consumption)	$ 5.88		
Entrance Fiber (per cable)	$ 14.97	$ 1,598.37	
Entrance Fiber Structure Charge	$ 1.94		
Power Delivery	$ 0.08		
Power Consumption			
DC Power (per AMP)	$ 6.50		
AC Power (per AMP)	$ 4.00		
Voice Grade Interconnection Arrangement (per 100 pairs)	$ 6.51	$ 936.26	
DS1 Interconnection Arrangement to DCS (per 28 DS1s)	$ 287.90	$ 1,421.73	
DS1 Interconnection Arrangement to DSX (per 28 DS1s)	$ 14.65	$ 1,421.73	
DS3 Interconnection Arrangement to DCS (per 1 DS3)	$ 74.66	$ 383.31	
DS3 Interconnection Arrangement to DSX (per 1 DS3)	$ 12.84	$ 383.31	
Fiber Interconnection arrangement (per 12 fiber pairs)	$ 8.32	$ 2,277.74	
Collocation to Collocation Arrangement			
Fiber Cable (per 12 fiber cable)	$ 0.25	$ 897.29	
DS1 Cable (per 28 DS1s)	$ 0.20	$ 560.08	
DS3 Cable (per 1 DS3)	$ 0.20	$ 143.12	
Equipment Maintenance and Security Escort			
Equipment Maintenance			
Staffed Building			
Access during attended hours			
Each 1/4 hour		$ 17.76	
Each additional 1/4 hour		$ 17.76	
Access during unattended hours			
4 hour minimum		$ 284.20	
Each additional 1/4 hour		$ 17.76	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		$ 17.76	
Each additional 1/4 hour		$ 17.76	
Access during non-normal business day			
4 hour minimum		$ 284.20	
Each additional 1/4 hour		$ 17.76	
Security Escort			
Staffed Building			
Access during attended hours			
Each 1/4 hour		$ 15.83	
Each additional 1/4 hour		$ 15.83	
Access during unattended hours			
4 hour minimum		$ 253.32	
Each additional 1/4 hour		$ 15.83	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		$ 15.83	
Each additional 1/4 hour		$ 15.83	
Access during non-normal business day			
4 hour minimum		$ 253.32	
Each additional 1/4 hour		$ 15.83	