



Mark Ortlieb
General Attorney
State Regulatory & Legislative Matters

AT&T Michigan
221 N. Washington Square
1st Floor
Lansing, MI 48933

517.334.3425 Phone
517.334.3429 Fax

mo2753@att.com

March 20, 2015

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48911

Re: MPSC Case No. U-12798, Interconnection Agreement Between AT&T Michigan and Broadwing Communications, LLC

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the **Fourteenth Amendment** to the Interconnection Agreement by and between AT&T Michigan and Broadwing Communications, LLC. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the attached Amendment and related pleadings onto the Commission's web site at:

<http://efile.mpsc.cis.state.mi.us/efile/>

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark R. Ortlieb".

cc: Scott Seab
Attachment

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the request for Commission)
approval of an interconnection agreement between)
FOCAL COMMUNICATIONS CORPORATION)
OF MICHIGAN and AMERITECH MICHIGAN.)
_____)

Case No. U-12798

JOINT APPLICATION

AT&T Michigan¹ and Broadwing Communications, LLC hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Fourteenth Amendment to the interconnection agreement between the parties heretofore approved by the Commission on March 29, 2001 (Agreement). In support of this joint application, AT&T Michigan and Broadwing Communications, LLC state as follows:

1. The parties have entered into good faith negotiations and have executed a Fourteenth Amendment to the Agreement. The Fourteenth Amendment to the Agreement, fully executed as of March 4, 2015, amends Article III (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement by adding a new Section 3.8 entitled “**Entrance Facilities**”. A copy of the Fourteenth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

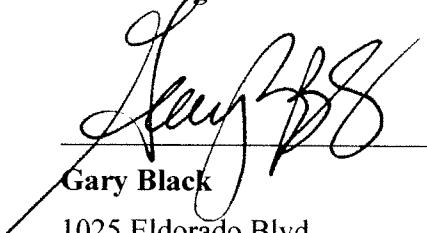
2. The Fourteenth Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Fourteenth Amendment meets all statutory criteria for Commission approval.

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

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

Respectfully submitted,

Broadwing Communications, LLC



Gary Black

1025 Eldorado Blvd.
Broomfield, Colorado 80021
(720) 888-3942

Counsel for AT&T Michigan



Mark R. Ortlieb (P34962)

221 N. Washington Square
Lansing, Michigan 48933
(517) 334-3425

Dated: 2/19/15

March 20, 2015

Exhibit A
Case No. U-12798

FOURTEENTH AMENDMENT

Executed as of March 4, 2015

TO

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

by and between

AT&T MICHIGAN

and

BROADWING COMMUNICATIONS, LLC

AMENDMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary Black, Jr.Name: eSigned - Gary Black, Jr.
(Print or Type)Title: VP Carrier Relations
(Print or Type)Date: 03 Mar 2015

Broadwing Communications, LLC

State	CLEC OCN
MICHIGAN	4068

Description	ACNA Code(s)
ACNA(s)	FOC

Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 04 Mar 2015Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC**

This Amendment modifies the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") (previously referred to as "Ameritech Michigan") and Broadwing Communications, LLC ("Broadwing" or "CLEC"). AT&T MICHIGAN and Broadwing Communications, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated December 18, 2000 (the "Agreement"); and,

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

1. This Amendment is composed of the foregoing recital, the terms and conditions contained herein, and Pricing Sheet(s) attached hereto as Exhibit 1, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to amend Article III (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement to add the following Section 3.8:

3.8 Entrance Facilities

- 3.8.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Broadwing's network with AT&T MICHIGAN's network. Specifically, Entrance Facilities connect Broadwing's network from Broadwing's Switch or Point of Presence ("POP") within the LATA to the AT&T MICHIGAN Serving Wire Center of such Switch or POP.
- 3.8.2 Broadwing may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in AT&T MICHIGAN's network when Broadwing submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. The Parties do not agree whether Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use Facilities") qualify, in whole or in part, for the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, which disagreement is subject to the Lawsuit (as defined in Section 6 below). Such Mixed Use Facilities will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Michigan tariff and/or Federal tariff, but subject to Section 5 below.
- 3.8.3 Broadwing may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section 251(c)(3) of

the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Broadwing's customer and Broadwing's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups. The Parties do not agree whether the services in (iii) above qualify in whole or in part for the rates set forth in the Pricing Sheet(s), which is also subject to the Lawsuit. Subject to Section 5 below, the services will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Michigan tariff.

- 3.8.4 If AT&T MICHIGAN determines that Broadwing is sending traffic over an Entrance Facility other than as set forth in Section 3.8.2, AT&T MICHIGAN shall notify Broadwing of such non-compliance, and Broadwing shall cure such non-compliance within 45 days of such notice. If Broadwing does not cure such non-compliance within 45 days, notwithstanding other terms of the Agreement, AT&T MICHIGAN reserves its rights to convert non-compliant facilities to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 5. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("Change of Law") that were the basis or rationale for any rate(s), terms(s) and/or condition (s) of this Amendment, which are preserved by this Amendment, and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, either Party may require modification consistent with the action of the Change of Law Event by providing a written request to negotiate an amendment.
 6. Broadwing has asserted claims against AT&T MICHIGAN, and AT&T MICHIGAN has asserted counterclaims against Broadwing, in a lawsuit styled *Broadwing Communications, LLC, et al. v. Illinois Bell Telephone Company et al.*, Case No. 4:13cv1080, pending in the United States District Court for the Eastern District of Missouri (the "Lawsuit"). The Parties agree this Amendment is not an admission with respect to any of the issues, arguments, claims, and counterclaims asserted in the Lawsuit. This Amendment, or the fact that the Parties entered into this Amendment, cannot be used for any purpose in the Lawsuit. By entering into this Amendment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the issues, arguments, claims and counterclaims raised by either Party in the Lawsuit.
 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 8. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS

Exhibit 1
Arkansas Entrance Facility

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	MI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 1	UZ1	UEYB1	1	\$ 32.36	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 2	UZ1	UEYB2	2	\$ 31.44	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 3	UZ1	UEYB3	3	\$ 29.05	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 1	UZ3	UEYC1	1	\$ 201.73	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 2	UZ3	UEYC2	2	\$ 255.60	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 3	UZ3	UEYC3	3	\$ 263.92	NA	NA	
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ1	CZ4X1	1	\$ 12.39	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ1	CZ4X2	2	\$ 12.28	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ1	CZ4X3	3	\$ 13.17	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Interzone	UZ1	CZ4XZ	I	\$ 13.36	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ1	1YZX1	1	\$ 0.69	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ1	1YZX2	2	\$ 0.77	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ1	1YZX3	3	\$ 0.50	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - InterZone	UZ1	1YZXZ	I	\$ 0.20	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ3	CZ4X1	1	\$ 129.82	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ3	CZ4X2	2	\$ 114.98	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ3	CZ4X3	3	\$ 110.02	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Interzone	UZ3	CZ4WZ	I	\$ 121.50	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ3	1YZX1	1	\$ 6.20	NA	NA	Per Mile

PRICING SHEETS

Exhibit 1
Arkansas Entrance Facility

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ3	1YZX2	2	\$ 3.84	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ3	1YZX3	3	\$ 9.52	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - InterZone	UZ3	1YZBZ	I	\$ 3.73	NA	NA	Per Mile
2	MI	Multiplexing	DS3 to DS1 - Zone 1	UZ3	QM3X1		\$ 414.55	NA	NA	
2	MI	Multiplexing	DS3 to DS1 - Zone 2	UZ3	QM3X2		\$ 414.55	NA	NA	
2	MI	Multiplexing	DS3 to DS1 - Zone 3	UZ3	QM3X3		\$ 414.55	NA	NA	