



*William Roughton*  
Assistant Vice President-  
Senior Legal Counsel

AT&T Services, Inc.  
1120 20<sup>th</sup> Street NW Ste. 1000  
Washington, D.C. 20036

Phone: 202.457.2040  
Fax: 202.463.8066  
E-mail: wr757k@att.com

February 28, 2017

**Via Electronic Submission**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51**

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and Peninsula Fiber Network, LLC. The agreement will add Point of Interconnection in Lower Peninsula the state of Michigan. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton  
Assistant Vice President-Senior Legal Counsel  
AT&T Services, Inc.

**AMENDMENT**

**BETWEEN**

**MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

**AND**

**PENINSULA FIBER NETWORK, LLC**



Signature: eSigned - David McCartney

Signature: eSigned - William Bockelman

Name: eSigned - David McCartney  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: General Manager  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 08 Feb 2017

Date: 08 Feb 2017

Peninsula Fiber Network, LLC

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

Description	ACNA Code(s)
ACNA(s)	PFJ

**AMENDMENT TO THE COMMERCIAL AGREEMENT  
 BETWEEN  
 MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN  
 AND  
 PENINSULA FIBER NETWORK, LLC**

This Amendment (the "Amendment") amends the Commercial Agreement dated January 22, 2014 and as subsequently amended (the "Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T MICHIGAN") and Peninsula Fiber Network, LLC "CARRIER" or "PFN"). AT&T MICHIGAN and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**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 recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace Section 8.1 of Attachment 2 of the Agreement, as shown below.
  - 8.1 AT&T MICHIGAN may establish POIs at any mutually agreeable point by purchasing facilities (at the rate identified in Section 8.2 below) out of PFN's applicable tariff or current pricing sheet; providing its own facilities/trunks; or by leasing facilities/trunks from a third party. Currently, the mutually agreed upon POIs that AT&T MICHIGAN may choose to deliver 911 traffic to PFN are:
    - 8.1.1 At PFN's transport equipment in AT&T MICHIGAN's Grand Rapids Michigan CO, GDRPMIBLH96, to connect to PFN's Grand Rapids ESRP.
    - 8.1.2 At PFN's transport equipment in AT&T MICHIGAN's Midland Michigan CO, MDLDMIMNH28, to connect to PFN's Munising ESRP.
    - 8.1.3 At PFN's transport equipment in AT&T MICHIGAN's Southfield Michigan CO, SFLDMIMNHDM to connect to PFN's Southfield ESRP.
3. The Parties agree to delete and replace in its entirety Section 8.2 of Attachment 2 with the following language.
  - 8.2 Upon AT&T MICHIGAN's request to interconnect using PFN's facilities/trunks at AT&T MICHIGAN's CO in Grand Rapids, Midland or Southfield, the rates for DS1 service (plus any cross connect charge billed PFN by AT&T) from PFN's Point of Interconnect in AT&T MICHIGAN's CO in Grand Rapids Michigan (GDRPMIBLH96), AT&T MICHIGAN's CO in Midland (MDLDMIMNH28) or AT&T MICHIGAN's CO in Southfield (SFLDMIMNHDM) to either PFN TDM Gateways to PFN's ESRP serving the Lower Peninsula are as follows:
 

Per DS1	MRC	NRC
1 year	\$525	\$500
3 year	\$400	\$300
5 year	\$350	\$275
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not be filed with the Michigan Public Service Commission or E911 authorities in Michigan, but in the event a Party ("Disclosing Party") is requested, required or ordered by a state regulatory body or a court of competent jurisdiction finds, that this Agreement should be filed, or that such Amendment should be submitted to a state regulatory body for review or approval, or should a regulatory body or court of competent jurisdiction find that its provisions should be tariffed pursuant to applicable law or regulation, the Disclosing Party must provide the other Party ("Receiving Party") with written notice of such requirement as soon as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such request, order or finding.

6. The effective date of this Amendment shall be ten (10) Business Days after both Parties' final authorizing signatures have been affixed to this Amendment.
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.