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October 1, 2012

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

***Re: Ameritech Michigan's Submission on Performance Measurements, Benchmarks,
and Reporting in Compliance with the October 2, 1998 Order in MPSC Case No.
U-11654; MPSC Case No. U-11830***

Dear Ms. Kunkle:

Attached for filing is **AT&T Michigan's Report on the 2012 Performance and Remedy
Plan Collaborative Review** along with proof of service in the above noted docket. If you have
any questions, feel free to call me on the above telephone number.

Very truly yours,

A handwritten signature in black ink, appearing to read "Craig A. Anderson".

cc: Robin Ancona
Wendy Thelen

Attachment

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

Ameritech Michigan's submission on performance)	
measurements, benchmarks, and reporting in)	Case No. U-11830
compliance with the October 2, 1998 Order in)	
MPSC Case No. U-11654.)	
_____)	

REPORT OF AT&T MICHIGAN
ON THE 2012 PERFORMANCE MEASURES AND REMEDY PLAN
COLLABORATIVE REVIEW

Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") hereby submits the following report on results of the Performance Measure Six Month Review Process that was held in 2012.

I. Preliminaries

On May 27, 1999, the Commission issued an order adopting an initial set of performance measures and benchmarks to be used in reviewing AT&T Michigan's obligation to provide nondiscriminatory access to its facilities and services. The Commission has modified these measures numerous times, with the Commission's September, 28, 2010 Order being the most recent order in this matter. A collaborative group of interested parties meet regularly to review the performance measures and remedy plan. (§ 5.3) The September, 28, 2010 Order approved the two-year extension of the Performance Measures and Remedy Plan approved in the June 10, 2008 Order. Competitive Local Exchange Carriers ("CLECs") and AT&T implemented the two-year extension via amendments to interconnection agreements ("ICAs") as requested by the CLEC ("2010 Amendment"). Pursuant to § 6.6 of the Remedy Plan, as amended by the 2010 Amendment, the Remedy Plan automatically cease[s] on December 31, 2012, unless the parties

agree to extend this Plan via an amendment to their Interconnection Agreement or successor Agreement.

II. Collaborative Discussions And Agreed Upon Steps Forward

Pursuant to §§ 5.3 and 6.6 of the Remedy Plan, AT&T convened the collaborative to review and propose modifications to the performance measures based upon actual experience and to address the expiration of the Remedy Plan. The collaborative review was held on August 2, 2012 via teleconference. Representatives for the following companies involved in the Michigan Remedy Plan participated in the call: AT&T Michigan, Windstream, TWTC, Time Warner Cable, XO Communications, Comcast Cable, Call One, US Signal, and Cincinnati Bell. Additionally, Earthlink and TDS Telecom made contact with AT&T regarding the extension after the call. Representatives of the State Commission Staffs for Indiana, Michigan and Ohio also attended the call. During this conference call, the AT&T and the CLEC participants reached consensus that the current Performance Measures continue without change and the current Remedy Plan be extended, without change, for two years, ending December 31, 2014. Pursuant to §6.6 of the Remedy Plan, that extension must be effectuated via amendments to the interconnection agreements that incorporate the Remedy Plan.

AT&T committed to prepare an appropriate amendment and to provide notice to all CLECs via Accessible Letter. The Accessible Letter and template amendment were shared with the collaborative participants in draft form on August 22, 2012. No CLEC provided any comment on, or changes to, the drafts. The Accessible Letter was distributed in final form on September 27, 2012. *See*, Exhibit 1. The template amendment, as referenced in the Accessible Letter, is available from the AT&T upon request. *See*, Exhibit 2.

III. Implementation

For CLECs with the current Remedy Plan included by reference in their interconnection agreement, remedy payments will continue uninterrupted if the CLEC requests the amendment by November 30, 2012 and returns the signed amendment by December 31, 2012. For CLECs that do not return the signed amendment by December 31, 2012, remedies will be suspended until the first full data month following full execution of the amendment per § 5.3 of the Remedy Plan. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.

IV. Conclusion

AT&T and the CLEC participants of the collaborative review have reached consensus to continue the current performance measures and remedy plan, without change, for two (2) years ending December 31, 2014. The parties will take action, pursuant to § 6.6 of the current remedy plan, to effectuate the agreed-to extension.

Respectfully submitted,



Craig A. Anderson (P28968)
AT&T Michigan
221 N. Washington Square, First Floor
Lansing, Michigan 48933
517-334-3402

Dated: October 1, 2012



Accessible Letter

Date: **September 27, 2012**

Number: **CLECAM12-###**

Effective Date: **NA**

Category: **All**

Subject: **(BUSINESS PROCESSES) Extension Amendment - Performance Measurements Remedy Plan - AT&T Midwest Region**

Related Letters: **CLECAM12-091**

Attachment: **NA**

States Impacted: **Illinois, Indiana, Michigan, Ohio and Wisconsin**

Issuing ILECS: **AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio and AT&T Wisconsin (collectively referred to for purposes of this Accessible Letter as "AT&T Midwest Region")**

Response Deadline: **December 31, 2012**

Contact: **Negotiator**

Conference Call/Meeting: **NA**

AT&T Midwest Region hereby provides notice of the AT&T Midwest Remedy Plan ("The Plan") 2-Year Extension Amendment. This Amendment is available for Interconnection Agreements ("ICAs") that have incorporated the Plan. (The Plan itself can be found at CLEC Online, <https://clec.att.com/clec>, on the *Public PM Documents* page of the Performance Measures section.)

In accordance with the relevant terms and conditions for your state¹, AT&T's obligation for liquidated damages pursuant to the Plan will automatically cease on December 31, 2012 unless it is extended via amendment. CLECs with ICAs that have the Plan incorporated are advised to contact their Negotiator to obtain the Extension Amendment if they choose to have the Plan continue.

In order for a CLEC to continue to receive remedies prescribed in the Plan without interruption, the CLEC must request the 2-Year Extension Amendment by November 30, 2012, and sign and return the executed amendment by December 31, 2012. Effective January 1, 2013, remedies will not be paid to CLECs who have not returned an executed Extension Amendment by December 31, 2012. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.

¹ See Section 6.5 of the Plan in Ohio, Wisconsin, and Indiana, and Section 6.6 of the Plan in Illinois and Michigan.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
AT&T ILEC d/b/a AT&T STATE
AND
[INSERT CLEC'S LEGAL NAME]**

This Amendment amends the Interconnection Agreement by and between AT&T ILEC d/b/a AT&T State ("AT&T State") (If the AT&T ILEC name in the underlying agreement differs from the name under which the ILEC is now operating, insert the AT&T ILEC former name. Example: (previously referred to as "Indiana Bell" or "SBC Indiana")) and [INSERT CLEC's Legal Name] ("CLEC"). AT&T State and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T State's service territory in the State(s) of [INSERT States].

WITNESSETH:

WHEREAS, AT&T State and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on [INSERT date] (the "Agreement"); and

WHEREAS, AT&T State, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. **[USE THE APPROPRIATE EFFECTIVE DATE LANGUAGE FOR THE STATE AND DELETE WHAT IS NOT APPLICABLE]** For Illinois, Indiana, and Michigan: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). This Section applies for all States and should not be deleted: However, for all States, the amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on

January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.

[INSERT CLEC'S LEGAL NAME]**AT&T ILEC** d/b/a AT&T **State** by AT&T Services, Inc.,
its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____
(Print or Type)Title: _____
(Print or Type)

Date: _____

Date: _____

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
ILLINOIS	_____	_____	_____
INDIANA	_____	_____	_____
MICHIGAN	_____	_____	_____
OHIO	_____	_____	_____
WISCONSIN	_____	_____	_____

ACNA - _____

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

Ameritech Michigan's submission on performance)
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_____)

Case No. U-11830

PROOF OF SERVICE

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

Delia A. Di Vito, being duly sworn, deposes and states that she is employed by AT&T Michigan and that on October 1, 2012 she caused a copy of *AT&T Michigan's Report on the 2012 Performance and Remedy Plan Collaborative Review* to be served via e-mail upon the parties listed in the attached Service List.

Delia A. Di Vito

Delia A. Di Vito

Subscribed and sworn to me this 1st day of
October, 2012

Abigail S. Kraenzlein
Abigail S. Kraenzlein
Notary Public, Macomb County, Michigan
My Commission expires



ABIGAIL S KRAENZLEIN
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 10, 2018
Acting in the County of *Wayne*

SERVICE LIST

MPSC Case No. U-11830

<u>Michigan Public Service Commission</u> Robin Ancona – anconar1@michigan.gov Wendy Thelen – thelenw@michigan.gov Rodney Gregg – greggr@michigan.gov Michael Nickerson – nickersonm@michigan.gov	<u>ALJ</u> Sharon Feldman – slfeldm@michigan.gov
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