Mark R. Ortlieb
Executive Director – Senior Legal Counsel
Legal/State Regulatory

225 West Randolph Street
Floor 25D
Chicago, IL 60606
Phone: 312-727-6705
Fax: 312-727-1225
mo2753@att.com

September 2, 2016

Ms. Kavita Kale
Executive Secretary
Michigan Public Service Commission
7109 W. Saginaw Highway
P.O. Box 30221
Lansing, MI 48909

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

Dear Ms. Kale:

Attached for filing is ***AT&T Michigan's Corrected Report on the 2016 Performance and Remedy Plan Collaborative Review*** along with proof of service in the above noted docket. The only substantive changes to the Report are located on page 2, Section II:

> The collaborative review was held on August ~~8~~ *9*, 2016 via teleconference. Representatives for the following companies involved in the Michigan Remedy Plan participated in the call: AT&T Michigan and TDS Metro*com, LLC*.

Thank you for your attention to this matter. If you have any questions concerning this matter, please call me to discuss. I can be reached at 312-727-6705.

Sincerely,

Mark R. Ortlieb
Attorney for AT&T

MRO/ajb
Attachment
Cc: Ms. Robin Ancona
Ms. Wendy Thelen

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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

CORRECTED REPORT OF AT&T MICHIGAN ON THE 2014 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 2016.

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 October 16, 2014 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 October 16, 2014 Order approved the two-year extension of the Performance Measures and Remedy Plan approved in the October 31, 2012 Order. Competitive Local Exchange Carriers ("CLECs") and AT&T implemented the two-year extension via amendments to interconnection agreements ("ICAs") as requested by the CLECs ("2014 Amendment"). Pursuant to § 6.6 of the Remedy Plan, as amended by the 2014 Amendment, the Remedy Plan automatically ceases on December 31, 2016, unless the parties agree to extend the 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 9, 2016 via teleconference. Representatives for the following companies involved in the Michigan Remedy Plan participated in the call: AT&T Michigan and TDS Metrocom, LLC. Additionally, Windstream and Comcast made contact with AT&T regarding the extension. Representatives of the State Commission Staffs for Illinois, 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, 2018. 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 July 5, 2016. No CLEC provided any comment on, or changes to, the drafts. The Accessible Letter was distributed in final form on August 26, 2016. *See*, Exhibit 1. The template amendment, as referenced in the Accessible Letter, is available from 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, 2016 and returns the signed amendment by December 31, 2016. For CLECs that do not return the signed amendment by December 31, 2016, 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, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

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, 2018. The parties will take action, pursuant to § 6.6 of the current remedy plan, to effectuate the agreed-to extension.

Dated: September 2, 2016

Respectfully submitted,

AT&T Michigan

By: Mark R. Ortlieb
Digitally signed by Mark R. Ortlieb
DN: cn=Mark R. Ortlieb, o=AT&T, ou=Legal Department, email=mo2753@att.com, c=US
Date: 2016.09.02 10:09:55 -05'00'

One of Its Attorneys

Mark R. Ortlieb (P34962)
AT&T Michigan
225 West Randolph Street
Floor 25D
Chicago, IL 60606
(312) 727-6705
mo2753@att.com

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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

PROOF OF SERVICE

STATE OF ILLINOIS)
) **ss**
COUNTY OF COOK)

Mark Ortlieb, first being duly sworn, deposes and says that he is employed at AT&T Michigan, and that on the 2nd day of September 2016, he caused copies of the following documents to be served via U.S. Mail and/or electronic mail upon the parties listed on the service list:

CORRECTED REPORT OF AT&T MICHIGAN
ON THE 2014 PERFORMANCE MEASURES AND REMEDY PLAN
COLLABORATIVE REVIEW

Mark R. Ortlieb
Digitally signed by Mark R. Ortlieb
DN: cn=Mark R. Ortlieb, o=AT&T, ou=Legal Department, email=mo2753@att.com, c=US
Date: 2016.09.02 10:10:24 -05'00'

Mark Ortlieb

Subscribed and sworn to before me this
2nd day of September 2016

Aletha J. Blackmon
Digitally signed by Aletha J. Blackmon
DN: cn=Aletha J. Blackmon, o=AT&T, ou=Legal Department, email=ab9383@att.com, c=US
Date: 2016.09.02 10:11:00 -05'00'

Aletha J. Blackmon
Notary Public, Cook County
My Commission Expires: April 23, 2018
Acting in the County of Cook

SERVICE LIST

MPSC Case No. U-11830

ALJ Sharon Feldman – feldmans@michigan.gov	**Michigan Public Service Commission** Robin Ancona – anconar1@michigan.gov Wendy Thelan – thelenw@michigan.gov
Assistant Attorney General Michael Moody – moodym2@michigan.gov	**Climax CMC** Gary L. Field – glfield@glfieldlaw.com
Clark Hill Leland R. Rosier – lrrosier@clarkhill.com Roderick Coy – rcoy@clarkhill.com	**McLeodUSA, Inc. (PAETEC)** William A. Haas – William.Haas@PAETEC.com
Verizon North, Inc. Dulaney L. O'Roark de.oroark@verizon.com	**Cavalier** Michael S. Ashton – MAshton@fraserlawfirm.com
Comcast Michael S. Ashton – MAshton@fraserlawfirm.com	**Time Warner** Michael S. Ashton – MAshton@fraserlawfirm.com
XO Michael S. Ashton – MAshton@fraserlawfirm.com	**US Xchange d/b/a One Communications** Linda Peterman – lpeterman@onecommunications.com
TDS Metrocom, LLC Peter Healy – peter.healy@onecommunications.com	**Loomis, Ewert, Parsley, Davis & Gotting, PC** Michael G. Oliva – mgoliva@loomislaw.com

at&t

Accessible

Date: **August 26, 2016**

Number: **CLECAM16-048**

Effective Date: **NA**

Category: **All**

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

Related Letters: **CLECAM16-040**

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, 2016**

Contact: **Negotiations Request m41654@att.com**

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 state[1], AT&T Midwest Region's obligation for liquidated damages pursuant to The Plan will automatically cease on December 31, 2016 unless it is extended via amendment. CLECs with ICAs that have The Plan incorporated are advised to contact the Negotiations Request mailbox listed above 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, 2016, and sign and return the executed amendment by December 31, 2016. Effective January 1, 2017, remedies will not be paid to CLECs who have not returned an executed Extension Amendment by December 31, 2016. For example, if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

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

AT&T Michigan - Exhibit 2
Case No. U-11830

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
<<TXTATTILECDBA>>
AND
<<TXTCXRLEGAL>>

This Amendment amends the Interconnection Agreement by and between <<txtATTILECDBA>> ("AT&T <<LBOXSTATES>>") and <<txtCXRLegal>> ("CLEC"). AT&T <<LBOXSTATES>> and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T <<LBOXSTATES>>'s service territory in the State(s) of <<LBOXSTATES>>.

WITNESSETH:

WHEREAS, AT&T <<LBOXSTATES>> and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"); and

WHEREAS, AT&T <<LBOXSTATES>>, 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, 2018.

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. 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"). However, for all states, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.