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March 7, 2008

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-13003, Interconnection Agreement Between AT&T Michigan and US Xchange of Michigan, LLC d/b/a Choice One Communications

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the ***Seventh*** Amendment to the Interconnection Agreement by and between AT&T Michigan and US Xchange of Michigan, LLC d/b/a Choice One Communications. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the enclosed Amendment and related pleadings onto the Commission's web site at:

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

Additional copies of the Amendment are available on this web site as well as AT&T Michigan's website at:

http://www.sbc.com/search/regulatory.jsp?category=WWW.SBC.COM/LARGE-FILES/RIMS/INTERCONNECTION_AGREEMENTS/MICHIGAN

Very truly yours,

Attachment

cc: Mr. R. Edward Price

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of	)	
An Interconnection Agreement	)	
Between US Xchange of Michigan, L.L.C.	)	
d/b/a One Communications	)	
and various AT&T Inc.	)	
owned companies, including AT&T Michigan	)	Case No. U- 13003

JOINT APPLICATION

Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and US Xchange of Michigan, L.L.C. d/b/a One Communications ("CLEC") 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 Seventh Amendment to the Interconnection Agreement between the parties approved by the Commission on September 7, 2001 (Agreement). In support of this joint application, AT&T Michigan and US Xchange of Michigan, L.L.C. d/b/a One Communications state as follows:

1. The parties have entered into good faith negotiations and have executed a Seventh Amendment to the Agreement. The Seventh Amendment to the Agreement, fully executed as of November 26, 2007, replaces the existing performance measures and remedies provisions in the Agreement with the attached new AT&T Midwest Performance Remedy Plan Appendix. A copy of the Seventh Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Seventh 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 Seventh Amendment meets all statutory criteria for Commission approval.

WHEREFORE, AT&T Michigan and US Xchange of Michigan, L.L.C. d/b/a One Communications jointly request Commission approval of the 7TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

US Xchange of ~~Michigan~~, L.L.C.
d/b/a One Communications

Name: James C. Prenetta Jr.
Address: 220 Bear Hill Road
City, State Zip: Waltham, MA 02451
Telephone: 781-522-8773

Dated: 11-19-2007

Counsel for AT&T Michigan

Craig A. Anderson / OD

~~Lisa M. Bruno (P52954)~~ CRAIG A. ANDERSON (P28968)
444 Michigan Avenue, Room ~~1750~~ 1700
Detroit, Michigan 48226
(313) 223-~~8188~~ 8033

MARCH 6, 2008

Exhibit A
Case No. U- 13003

SEVENTH AMENDMENT

Executed as of November 26, 2007

TO

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

by and between

AT&T MICHIGAN

and

US XCHANGE OF MICHIGAN, LLC
d/b/a/ CHOICE ONE COMMUNICATIONS

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
US XCHANGE OF MICHIGAN, L.L.C. D/B/A ONE COMMUNICATIONS

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company[1] d/b/a AT&T Michigan ("AT&T") and US Xchange of Michigan, L.L.C. d/b/a One Communications f/k/a US Xchange of Michigan, L.L.C. d/b/a Choice One Communications ("CLEC"). AT&T and CLEC 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 and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated June 1, 2001 (the "Agreement"); and

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

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision 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 for purposes of this paragraph 2.
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. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.

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

4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.

6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

US Xchange of Michigan, L.L.C. d/b/a One Communications f/k/a ~~US Xchange~~ of Michigan, L.L.C. ~~d/b/a~~ Choice One Communications

By:

Printed: James P. Prenetta, Jr.

Title: EVP and General Counsel
(Print or Type)

Date: 11-19-2007

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

By:

Printed: EDDIE A. REED, JR

Title: Director-Contract Management

Date: 11-26-07

Resale AECN - 4149

UNE and Switch Based AECN - 8685

ACNA – UXW

APPENDIX
PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 AT&T MIDWEST REGION 5-STATE means the AT&T ILEC as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T MIDWEST REGION 5-STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and State Commission decisions/regulations, tariffs, and within this interconnection agreement.

1.2 Performance Measurements means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results. Except for Michigan, where these measurements will be in effect with the first full month of performance after Commission approval of the measures.

1.3 AT&T Midwest Remedy Plan means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results. Except for Michigan, where the remedy plan will be in effect with the first full month of performance after Commission approval of the measures.

1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.

1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Performance Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be incorporated into this Interconnection Agreement by amendment subject to the terms and conditions of this Interconnection Agreement only if the Parties agree to such amendment in writing. This requirement for agreement of the Parties does not extend to any Commission-ordered changes to a remedy obligation specifically contemplated by the Plan, including, but not limited to waiver of liability due to force majeure or CLEC-caused misses. Such changes to the remedy obligations shall apply upon Commission decision, regardless whether a CLEC participates in the Commission proceeding resulting in such remedy obligation change or specifically agrees to such change.

1.6 AT&T MIDWEST REGION 5-STATE's agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T MIDWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that AT&T MIDWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T MIDWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Performance Measurements Plan agrees that AT&T MIDWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Nothing herein shall be interpreted to be a waiver of AT&T MIDWEST REGION 5-STATE's right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.

1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:

- Illinois – 83 IL. Administrative Code Part 731
- Indiana – Cause No. 41657
- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – 6720-TI-198 (Performance Measurements only)
- Wisconsin - AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA

1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois) of the AT&T Midwest Remedy Plan.