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July 2, 2001

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

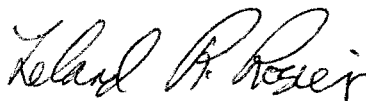
Re: The Commission's Own Motion to Consider Ameritech Michigan's
Compliance on with the Competitive Checklist in Section 271
of the Federal Telecommunications Act of 1996
MPSC Case No. U-12320

Dear Ms. Wideman:

Enclosed for filing please find the original and 15 copies of Revised Page 21 of McLeodUSA's Comments, which were filed on June 29, 2001. Also enclosed please find an original and 15 copies of the Exhibits to McLeodUSA's Comments. These Exhibits replace the Exhibit filed on June 29, 2001. Proof of Service upon the Parties of Record is also enclosed.

Sincerely,

CLARK HILL, P.L.C.



Leland R. Rosier

LRR/dg

Enclosures

cc: Parties of Record

3112535.1
17170/081154

right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and AM-MI does not at this time so agree. (emphasis supplied)⁶⁵

This provision effectively delays implementation of the Appendix for an unknown period of time until the Commission order “becomes final, non-modifiable, and any appeals are exhausted.” As such, it is a non-starter for section 271 approval purposes.

The Appendix also allows Ameritech to veto the application of a remedy plan.

The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and AM-MI does not at this time so agree.

A remedy plan that can be unilaterally vetoed by Ameritech Michigan at any time is, without question, not a remedy plan that this Commission or CLECs can rely on. In light of these concerns with Ameritech Michigan’s interconnection agreement amendment, McLeodUSA and AT&T requested that the Commission reopen the record in U-11830 to take into consideration these issues raised by its proffered amendment.⁶⁶

There is no effective performance remedy plan in place today in Michigan. Until Ameritech Michigan unconditionally makes available to CLECs in a timely fashion an unconditional effective remedy plan, the section 271 application of Ameritech Michigan cannot be approved.

C. Checklist Item 3: Nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by the Bell operating company at just and reasonable rates in accordance with the requirements of section 224.

At this time, McLeodUSA is aware of no direct evidence indicating as to whether or

⁶⁵ “Appendix Performance Measurement”, attachment to Amendment to Interconnection Agreement By and Between Ameritech Michigan and _____.

⁶⁶ Exhibit XXX “Letter to Reopen Record” dated June 28, 2001.

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of on the Commission's own motion,)
to consider Ameritech Michigan's compliance with)
the competitive checklist in Section 271 of the)
federal Telecommunications Act of 1996.)
_____)

CC Docket No. U-12320

COMMENTS OF MCLEODUSA

EXHIBITS

INDEX TO EXHIBITS

Exhibit A	AFFIDAVIT OF DIANE BOWERS
Exhibit B	AFFIDAVIT OF ERIC FOWLER
Exhibit C	AFFIDAVIT OF LAURINE HARDING
Exhibit D	AFFIDAVIT OF ROD COX
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Exhibit F	AFFIDAVIT OF VICTOR LAZZARETTI
Exhibit XXX	“Letter to Reopen Record” dated June 28, 2001

EXHIBIT A

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of on the Commission's own motion,)
to consider Ameritech Michigan's compliance with) CC Docket No. U-12320
the competitive checklist in Section 271 of the)
federal Telecommunications Act of 1996.)
_____)

AFFIDAVIT OF DIANE BOWERS

STATE OF IOWA)
) ss
COUNTY OF LINN)

DIANE BOWERS, being first duly sworn on oath, deposes and states as follows:

1. I am over 18 years of age and I am personally familiar with the facts and circumstances stated herein and I am competent to testify thereto as a witness.
2. I am employed by McLeodUSA as Director of ILEC Relations.
3. It has been my experience that Ameritech routinely fails to repair no dial tone trouble tickets on commitment Dates, causing delays in some cases of several days beyond the date by which Ameritech was supposed to complete the repair. Additionally, Ameritech also frequently dispatches technicians prior to the date and or time for the vender meet and then refuses to send technicians on a new dispatch.
4. As a result of requirements imposed by Ameritech, in order for McLeodUSA to bring up a new customer on UNE-P, or add a new line for an existing customer who was already on UNE-P, McLeodUSA must first provision the customer via 1FB resale, wait an

entire 30-day billing cycle, and then make a second order converting the customer from 1FB resale to UNE-P. As a result, McLeodUSA is forced to incur extra order fees, is forced to incur extra internal work. Additionally, and most importantly, the customer is required to go through a second, unnecessary, conversion which greatly increases the chance of the customer experiencing service problems.

5. Ameritech first attempted to explain its requirement of two conversions to McLeodUSA by suggesting that its systems were technically limited and required same. McLeodUSA has subsequently learned that this is not the case, as McLeodUSA has discovered examples of its customers that were converted from Ameritech retail directly to McLeodUSA on the UNE-P product.

FURTHER AFFIANT SAYETH NOT.

DIANE BOWERS

SUBSCRIBED AND SWORN TO before me on this 29th day of June, 2001.

Notary Public for Iowa
Residing at Linn County
My Commission Expires _____

EXHIBIT B

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of on the Commission's own motion,)
to consider Ameritech Michigan's compliance with) CC Docket No. U-12320
the competitive checklist in Section 271 of the)
federal Telecommunications Act of 1996.)
_____)

AFFIDAVIT OF ERIC FOWLER

STATE OF IOWA)
) ss
COUNTY OF LINN)

ERIC FOWLER, being first duly sworn on oath, deposes and states as follows:

1. I am over 18 years of age and I am personally familiar with the facts and circumstances stated herein and I am competent to testify thereto as a witness.
2. I am employed by McLeodUSA as Senior Manager of Service Delivery.
3. During the course of my employment, McLeodUSA has experienced numerous problems with SBC with respect to the provisioning of orders in Michigan. Approximately 15-20% of McLeodUSA orders to SBC that are submitted and accepted through the automated LEX system are electronically rejected by SBC's order writers without a valid reason. SBC personnel have proven extremely uncooperative toward McLeodUSA in its efforts to obtain an explanation of the basis for the rejection. McLeodUSA typically has to make several additional unsuccessful attempts at submitting the order to SBC until the order is finally escalated to an SBC manager. Even more frustrating is the fact that the SBC

manager typically accepts the order as first submitted by McLeodUSA, but not before McLeodUSA has experienced much delay and frustration in submitting the order.

Additionally, many orders submitted correctly to SBC by McLeodUSA are incorrectly entered by SBC order writers. This type of error occurs in approximately 10-15% of all orders submitted by McLeodUSA to SBC for 1FB and UNE-P. The impact to McLeodUSA and its customers is harmful. The customers of McLeodUSA experience significant service impacting issues such as loss of features, loss of long distance access, along with the resulting delays occasioned by SBC requiring McLeodUSA to resubmit the order. SBC also routinely fails to properly execute supplemental change order dates, such that when a new McLeodUSA customer seeks to change its cut-over date from SBC to a new date, SBC fails to recognize the change and cuts the customer's service on the original cut-over date, thus causing immense customer confusion and frustration for the new McLeodUSA customer. This problem happens on approximately 50-75% of all supplemental change order dates, and causes huge competitive problems for McLeodUSA, as its new customer typically perceives this as a problem caused by McLeodUSA, when in fact it is solely the fault of SBC.

FURTHER AFFIANT SAYETH NOT.

ERIC FOWLER

SUBSCRIBED AND SWORN TO before me on this 29th day of June, 2001.

Notary Public for Iowa
Residing at Linn County
My Commission Expires _____

EXHIBIT C

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of on the Commission's own motion,)	
to consider Ameritech Michigan's compliance with)	CC Docket No. U-12320
the competitive checklist in Section 271 of the)	
federal Telecommunications Act of 1996.)	
_____)	

AFFIDAVIT OF LAURINE HARDING

STATE OF IOWA)
) ss
COUNTY OF LINN)

LAURINE HARDING, being first duly sworn on oath, deposes and states as follows:

1. I am over 18 years of age and I am personally familiar with the facts and circumstances stated herein and I am competent to testify thereto as a witness.

2. I am employed by McLeodUSA as Senior Manager of Interconnection Negotiations. I am responsible for leading negotiations with ILECs for interconnection agreements and with independent carriers for traffic exchange agreements.

3. After SBC filed its wholesale UNE tariff in Michigan, McLeodUSA attempted to order from this tariff. SBC, however, refused to allow McLeodUSA to place such orders, claiming that the prices for the items McLeodUSA attempted to order were contained in the interconnection agreement of McLeodUSA with SBC, and as such, could not be ordered by SBC's tariffs. SBC's tariffed rates for UNE loops and UNE loop switching are significantly

more favorable in its wholesale tariff than in its interconnection agreement.

4. During the course of negotiations pursuant to SBC's proposed 13-state interconnection agreement, McLeodUSA attempted to secure a commitment from SBC to publish the white pages listings of McLeodUSA customers, similar to the provisions in the current interconnection agreement requiring SBC to publish the white pages directory listings for the McLeodUSA customers. SBC has refused to negotiate any such requirement and has merely directed McLeodUSA to deal directly with SBC's publishing company, Dontec.

FURTHER AFFIANT SAYETH NOT.

LAURINE HARDING

SUBSCRIBED AND SWORN TO before me on this 29th day of June, 2001.

Notary Public for Iowa
Residing at Linn County
My Commission Expires _____

EXHIBIT D

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of on the Commission's own motion,)
to consider Ameritech Michigan's compliance with) CC Docket No. U-12320
the competitive checklist in Section 271 of the)
federal Telecommunications Act of 1996.)
_____)

AFFIDAVIT OF ROD COX

STATE OF IOWA)
) ss
COUNTY OF LINN)

ROD COX, being first duly sworn on oath, deposes and states as follows:

1. I am over 18 years of age and I am personally familiar with the facts and circumstances stated herein and I am competent to testify thereto as a witness.
2. I am employed by McLeodUSA as Senior Manager of Customer Support at McLeodUSA Telecommunications Services, Inc. My business address is 6400 C street SW PO Box 3177, Cedar Rapids, Iowa 52406-3177.
3. The purpose of this Affidavit is to discuss the performance remedy interconnection agreement amendment proffered by Ameritech Michigan to McLeodUSA.
4. McLeodUSA sent a request to Ameritech Michigan on or about April 20, 2001, requesting an interconnection amendment agreement to implement the performance remedy plan ordered by the Michigan PSC.
5. On May 1, 2001, Ameritech Michigan responded by electronic mail that it was not prepared to offer an amendment at that time.
6. On or about June 14, 2001, I learned from a representative of AT&T that Ameritech Michigan had provided an amendment to AT&T. I requested that Ameritech Michigan forward the same amendment to McLeodUSA.

7. The "Amendment to Interconnection Agreement By and Between Ameritech Michigan and _____ was received by McLeodUSA on or about June 18, 2001.

FURTHER AFFIANT SAYETH NOT.

/s/ _____
Rod Cox

SUBSCRIBED AND SWORN TO before me on this 29th day of June 2001.

Notary Public for Iowa
Residing at Linn County
My Commission Expires _____

EXHIBIT E

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of on the Commission's own motion,)	
to consider Ameritech Michigan's compliance with)	CC Docket No. U-12320
the competitive checklist in Section 271 of the)	
federal Telecommunications Act of 1996.)	
_____)	

AFFIDAVIT OF STEVE CHILDERS

STATE OF IOWA)
) ss
COUNTY OF LINN)

STEVE CHILDERS, being first duly sworn on oath, deposes and states as follows:

1. I am over 18 years of age and I am personally familiar with the facts and circumstances stated herein and I am competent to testify thereto as a witness.
2. I am employed by McLeodUSA as Sales Director for Michigan and Indiana. I am responsible for managing McLeodUSA's sales force, including sales agents, that compete directly with SBC in Michigan.
3. During the course of my employment, McLeodUSA has experienced significant competitive issues with SBC which have hindered McLeodUSA's ability to compete with SBC. SBC consistently fails to meet firm order commitment dates for the turn-up of service to McLeodUSA resale customers, and consistently provisions service faster to its own customers than to McLeodUSA customers. Additionally, it typically takes SBC 21 days to add a feature or to change a PIC for McLeodUSA, although it is my understanding

that SBC usually accomplishes these tasks in one day for its own customers.

FURTHER AFFIANT SAYETH NOT.

STEVE CHILDERS

SUBSCRIBED AND SWORN TO before me on this 29th day of June, 2001.

Notary Public for Iowa
Residing at Linn County
My Commission Expires _____

EXHIBIT F

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of on the Commission's own motion,)
to consider Ameritech Michigan's compliance with) CC Docket No. U-12320
the competitive checklist in Section 271 of the)
federal Telecommunications Act of 1996.)
_____)

AFFIDAVIT OF VICTOR LAZZARETTI

STATE OF IOWA)
) ss
COUNTY OF LINN)

VICTOR LAZARETTI, being first duly sworn on oath, deposes and states as follows:

1. I am over 18 years of age and I am personally familiar with the facts and circumstances stated herein and I am competent to testify thereto as a witness.

2. I am employed by McLeodUSA as Senior Counsel. My job responsibilities include the handling of all legal aspects concerning my company's acquisition of permits allowing construction on the public right of way of various municipalities. I have been involved extensively in the right of way permit process in Michigan, including the direct negotiation with many Michigan municipalities.

3. McLeodUSA has been the victim of onerous franchise requirements imposed by Michigan municipalities. McLeodUSA has often been charged excessive franchise fees that have no relationship to the municipality's costs of maintaining the right of way, and has often experienced unreasonable and costly delays in obtaining a franchise. It has been my

experience that franchise requirements and charges imposed by many Michigan municipalities constitute a barrier to entry for CLECs wishing to do business in many Michigan markets. McLeodUSA has experienced indefinite delays and/or onerous charges to obtain and keep franchises for municipal rights-of-way. Such conditions make serving such municipalities virtually impossible. As a result of onerous franchise requirements, McLeodUSA has been forced to completely circumvent some Michigan municipalities.

4. Currently, McLeodUSA pays in excess of \$500,000 per year in recurring ROW fees in Michigan, not to mention application fees, engineering, consultant and attorney fees, and fees for municipal contractors. McLeodUSA also experiences costs associated with delays to market entrance caused by overly burdensome application requirements that often request information that has already been provided to the MPSC in the certification process. Often this duplicative application process is used by municipalities in Michigan as a tool to successfully leverage clearly unlawful concessions from a CLEC due to speed to market concerns. Historically, municipalities have used the application process as a means to turn the 90-day requirement under the MTA into virtually any time period they desire.

5. Examples of onerous requirements for right of way access are numerous in Michigan. As the Commission is aware, the City of Birmingham has required a \$10,000 application fee, a minimum annual recurring fee of \$10,000 (regardless of the amount or type of fiber or other construction in the City), and reimbursement of all out-of-pocket expenses in addition to the fees. The City also purports to have the ability to pass on the ability of a CLEC to transfer its assets or otherwise pursue the sale, lease, or other transfer of fiber in the ordinary course of its business.

6. Additional municipalities with onerous requirements include the City of Dearborn, The City of Auburn Hills, Frenchtown Township, the City of East Lansing and the City of Ann Arbor. McLeodUSA has never been able to do business in Dearborn and has specifically had to change its route plans due to the City of Dearborn's demands, which

included at the time a gross revenue or per foot fee of \$.65 per foot (at the City's option at any time during the agreement), a requirement that McLeodUSA implement a policy requiring the incorporation of new technical developments in its system within the City to reflect "state of the art" capabilities, a most favored nation clause for services to the City, and a gift of four (4) dark fibers to the City throughout the entire system for the City's use, including the potential for resale.

7. The City of Auburn Hills requires a "disruption permit" and an "occupancy permit" the application fee for both was \$5000.00. The application requirements are as follows pursuant to Section 79-33 of the City Code:

2. The applicant's application for a use permit shall include, without limitation, the following information.
 - (a) The name, age and address and phone number of the applicant in the case of a natural person, and if the applicant is not a natural person, and is not a publicly held corporation, the names, addresses and the phone number of each of its officers, directors and partners, as well as the names and addresses of those stockholders holding more than a ten percent interest in the stock of the entity.
 - (b) The name, phone number and address of the person who will serve as the proposed contact person to the applicant, and if different, the resident agent for accepting service of process if the applicant is a corporation or other person required to have a resident agent, and the address of the entity's principal business office and headquarters.
 - (c) The character of the business the applicant engages in and the length of time that the applicant has been engaged in the business of that character and where the business has been conducted.
 - (d) Copies of the Articles of Incorporation of an applicant that is a corporation or a limited liability corporation, as well as copies of the corporation's last three annual reports, and in the case of a partnership, a copy of the Partnership Agreement.
 - (e) Copies of the financial statements of the applicant for the last three years.
 - (f) A statement, description and plans showing and describing in detail the proposed use and occupancy of the right-of-way, with a detailed description of the exact type, kind and amount of the construction, installation, location, use and/or operation of the improvements, including who does and who will own, operate and use the same, and a detailed description of the purpose or purposes for which the improvements are intended to be used.
 - (g) Detailed map and plan showing those City rights-of-way in which the applicant proposes to construct, install, locate, use and/or operate the improvements, and the map and plans shall clearly designate the proposed route and exact location of the same, and shall designate whether the improvements are to be located underground and/or aboveground.
 - (h) A map showing the manner in which the proposed improvements will interconnect with existing and proposed improvements in other municipalities.
 - (i) A schedule and timetable for the construction and installation of the improvements, including the commencement and completion dates for the construction, as well as a commencement date for when the actual operation and use of the improvement in the City right-of-way will begin to take place.
 - (j) A statement of all activities anticipated to be performed within the right-of-way after completion of initial construction.
 - (k) A detailed description of the services to be provided, and the location of known and projected customers i.e. persons to be served.

3. An application shall not be accepted for filing by the City Clerk unless the application is complete, the application fee and use permit fee has been paid and the application contains all the information required by this ordinance.

8. The City of East Lansing, in addition to per foot fees, required McLeodUSA to provide, at no cost to the City, two dark fibers throughout the system in the City, and an annual "maintenance fee" of \$500 to cover the City's "costs," with no explanation as to what those costs were or even a requirement that any costs actually be incurred or documented. Frenchtown Township charges an annual minimum of \$2000 or \$.40 per foot of fiber and also purports to have the lawful authority to deny a transfer of rights or assets, *including the right to review whether a CLEC can grant a security interest in its assets in order to obtain financing*. Frenchtown also required McLeodUSA to waive (i) its right to have a lawyer appear in customer complaint matters in small claims court, (ii) its right to appeal a small claims judgement, and (ii) its right to remove any matter from small claims court. Virtually every agreement or ordinance encountered by a CLEC in Michigan contains some, all, or more of these similar types of provisions.

FURTHER AFFIANT SAYETH NOT.

VICTOR LAZZARETTI

SUBSCRIBED AND SWORN TO before me on this 29th day of June, 2001.

Notary Public for Iowa
Residing at Linn County
My Commission Expires _____

McLeodUSA Comments

Case No. U-12320

Exhibit ~~XXX~~

Letter to Reopen Record dated June 28, 2001



Douglas W. Trabaris
Senior Attorney

Suite 1500
222 West Adams St.
Chicago, IL 60606
312 230-2561
FAX 312 230-8211

June 27, 2001

Ms. Dorothy F. Wideman
Executive Secretary Division
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Re: MPSC Case No. U-11830

Dear Ms. Wideman:

Pursuant to Rules 327 and 401 of the Rules of Practice and Procedures before the Commission, AT&T Communications of Michigan, Inc. and TCG Detroit ("AT&T") and McLeodUSA move for reopening of the record in the above-reference proceeding to submit additional information relevant to the case. The information is attached hereto as Exhibit A and described below.

A major issue addressed in this proceeding is whether the remedy plan adopted by the Michigan Public Service Commission ("Commission") should be implemented by tariff or amendment to interconnection agreement. In its April 17, 2001 Opinion and Order, the Commission ruled that competitive local exchange carriers ("CLECs") with interconnection agreements must amend their interconnection agreements to incorporate the remedy plan. The Commission further ruled that Ameritech Michigan "shall enter into conforming interconnection agreements without delay". (Order, pp. 16 and 20).

Ameritech Michigan recently provided to AT&T and McLeodUSA its proposal that purports to implement the Commission's April 17, 2001 decision. The document is entitled: "Appendix Performance Measurements" ("Appendix"). Section 1.6 of Ameritech Michigan's Appendix provides in relevant part:

In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision

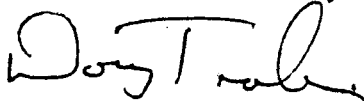
approving such remedies *becomes final, non-modifiable, and any appeals are exhausted. The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and AM-MI does not at this time so agree.* (emphasis supplied)

AT&T and McLeodUSA request that the Commission take administrative notice of Ameritech Michigan's "Appendix". The Appendix goes to two issues in this case: (1) Whether Ameritech Michigan has an intention of complying with the Commission's decision; and (2) Even if Ameritech Michigan ultimately "consents" to the Commission's decision, will it wait until the decision in this proceeding is "final, non-modifiable, and any appeals are exhausted" before paying remedies to CLECs and the State of Michigan.

This document did not become available to AT&T until after AT&T's last responsive filing in this case.

Very truly yours,

John J. Reidy (C, OT)



John J. Reidy, III (P60620)
Douglas Trabaris

JJR:jbc
Attachments

cc: Service List

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
 to consider Ameritech Michigan's compliance)
 with the competitive checklist in Section 271) Case No. U-12320
 of the Federal Telecommunications Act of)
 1996)
 _____)

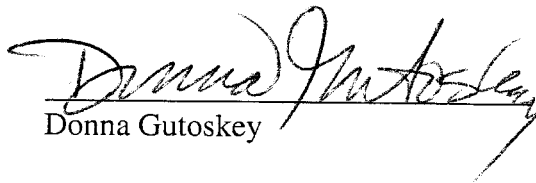
PROOF OF SERVICE

STATE OF MICHIGAN)
) SS:
 COUNTY OF INGHAM)

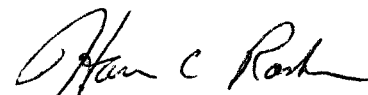
Kristi A. Grieve, being duly sworn, deposes and says that she is an employee of Clark Hill P.L.C., and that on July 2, 2001, a copy of the Revised Page 21 of McLeodUSA's Comments and Exhibits to McLeodUSA's Comments was served upon:

See attached service list

Except as otherwise noted on the attached list, service was accomplished by depositing same in a regular mail depository, enclosed in envelopes bearing postage fully prepaid and addressed properly and via electronic mail.


 Donna Gutoskey

Subscribed and sworn to before me
 this 2nd July, 2001.



 Haran C. Rashes, Notary Public
 Ingham County, Michigan
 My Commission Expires: September 18, 2003

**Service List
U-12320**

Roderick S. Coy
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lrrosier@clarkhill.com

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BRE Communications LLC d/b/a
McLeodUSA
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Cedar Rapids, IA 52406-3177

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LLC
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