

EX PARTE OR LATE FILED



Judith D. Argentieri  
Government Affairs Director

Suite 1000  
1120 20th Street, NW  
Washington, DC 20036  
202 457-3851  
FAX 202 457-2545  
Email jargenti@ga1120a.attmail.com

February 3, 1997

Mr. William F. Caton  
Acting Secretary  
Federal Communication Commission  
1919 M Street, N.W. Room 222  
Washington, D.C. 20554

RECEIVED  
FEB 3 1997  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

Re: Ex Parte Presentation in CC Docket No. 97-1

Dear Mr. Caton:

Today, at the request of Staff, I submitted the attached documents in the above referenced proceeding: (1) Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996, Dated as of January 28, 1997, between Ameritech Michigan and AT&T Communications of Michigan, Inc., filed with the Michigan Public Service Commission by Ameritech on January 29, 1997; (2) Letter from R. Gerard Salemme to Regina Keeney, dated February 3, 1997, concerning the status of the AT&T/Ameritech interconnection.

Two copies of this letter and the attachments are being submitted to the Secretary of the Federal Communications Commission in accordance with Section 1.1206(a)(1) of the Commission's Rules.

Sincerely,

A handwritten signature in cursive script that reads "Judith Argentieri".

Attachments

cc: Regina Keeney  
Melissa Waksman  
Brent Olson

No. of Copies rec'd  
List ABCDE

0+2



R. Gerard Salemm  
Vice President - Government Affairs

Suite 1000  
1120 20th Street, N.W.  
Washington, DC 20036  
202 457-3118  
FAX 202 457-3205

February 3, 1997

Regina M. Keeney, Chief  
Common Carrier Bureau  
Federal Communication Commission  
1919 M Street, N.W.  
Washington, D.C. 20554

Re: CC Docket No. 97-1

Dear Ms. Keeney:

I am writing to provide you with an update concerning the status of the AT&T/Ameritech interconnection agreement in Michigan. As explained more fully in a letter from our local counsel, Arthur J. LeVasseur to Edward Becker, dated January 24, 1997, certain modifications to the pricing schedules to the interconnection agreement filed by Ameritech with the Michigan Public Service Commission (MPSC) on January 16, 1997 (January 16 Agreement), were not in compliance with the November 26, 1996 Order of the MPSC in the arbitration case. In addition, other differences remain between the parties with respect to certain provisions of the January 16 Agreement.

In accord with the January 24 letter, on January 27, Philip Abrahams of AT&T provided Ameritech's counsel with a revised version of the AT&T/Ameritech interconnection agreement (January 27 Agreement), signed by AT&T. In this letter, Mr. Abrahams noted the changes in the draft as compared to the January 16 Agreement, and requested that Ameritech execute the January 27 Agreement. Under cover letter dated January 29, 1997, Edward Wynn of Ameritech returned two executed copies of the January 27 Agreement to Philip Abrahams, and advised him that he would file the executed agreement with the MPSC.<sup>1</sup>

On January 29, 1997, Ameritech filed the executed agreement with the MPSC (Executed Agreement). In its cover letter to Dorothy Wideman, Executive Secretary, MPSC, Ameritech states, "[T]his Interconnection Agreement supercedes all previously filed agreements." This letter is attached to the Executed Agreement which was filed today at Staff's request. I have provided a copy for your convenience. As stated in our January 27 letter, although AT&T continues to believe that the interconnection agreement raises other legal concerns (which AT&T is pursuing), AT&T concurs with Ameritech that the Executed Agreement filed on January 29 with the MPSC is the only current interconnection agreement between AT&T and Ameritech Michigan.

Please contact me if you have any questions.

Sincerely,

Attachments

<sup>1</sup> All of the above referenced letters were submitted into the record of this proceeding, at Staff's request, on January 30, 1997. Copies are attached for your convenience.



Judith D. Argentieri  
Government Affairs Director

Suite 1000  
1120 20th Street, NW  
Washington, DC 20036  
202 457-3851  
FAX 202 457-2545  
Email jargenti@ga1120a.attmail.cr

January 30, 1997 **RECEIVED**

JAN 30 1997

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

Mr. William F. Caton  
Acting Secretary  
Federal Communication Commission  
1919 M Street, NW-Room 222  
Washington, DC 20554

Re: Ex Parte Presentation in CC Docket No. 97-1

Dear Mr. Caton:

Today, at the request of Staff, I submitted the attached documents in the above referenced proceeding: (1) Letter from Arthur J. LeVasseur to Edward Becker in regard to AT&T and Ameritech Arbitration (MPSC Case Nos. U-11151 and U-11152), dated January 24, 1997; (2) Letter from Philip Abrahams of AT&T to Ed Wynn of Ameritech, dated January 27, 1997; and (3) Letter from Ed Wynn to Philip Abrahams, dated January 29, 1997.

Two copies of this letter and the attachments are being submitted to the Secretary of the Federal Communications Commission in accordance with Section 1.1206(a)(1) of the Commission's Rules.

Sincerely,

Attachments

cc: Melissa Waksman  
Brent Olson

**FISCHER, FRANKLIN & FORD**

**Attorneys and Counsellors**

**3500 GUARDIAN BUILDING  
DETROIT, MICHIGAN 48226-3801**

**TELEPHONE (313) 962-5210  
FACSIMILE (313) 962-4559**

GEORGE HOOB, JR.  
WILLIAM J. OLDANT  
FRANCIS E. BENTLEY  
PAT D. CONNER  
WILLIAM V. LEWIS  
ARTHUR J. LAVASSEUR  
SIDNEY M. BERMAN  
DANIEL W. SOELER  
LAUREN I. HAMMETT

HARVEY A. FISCHER  
(1962-1977)  
LEO I. FRANKLIN  
(1966-1988)  
RICHARD FORD  
(1983-1985)

320 N. MAIN, SUITE 300  
ANN ARBOR, MI 48104-1157  
(313) 662-3159

January 24, 1997

Mr. Edward Becker  
Dickinson, Wright, Moon, Van Dusen & Freeman  
215 S. Washington Square  
Lansing, MI 48933-1812

Re: AT&T and Ameritech Arbitration; MPSC Case Nos. U-11151 and U-11152

Dear Mr. Becker:

As you are aware from previous correspondence and discussion between the parties, it is AT&T's view that certain modifications in the pricing schedules to the interconnection agreement filed by Ameritech with the Michigan Public Service Commission ("MPSC" or "Commission") on January 16, 1997 are not in compliance with the November 26, 1996 Order of the Commission in the arbitration case. In particular, Ameritech has substituted the interim "port" service rates established by the Commission in its Order of December 12, 1996 in Case No. U-11156 for the prices for "unbundled local switching" in the interconnection agreement. Your January 16th filing also reflects our continuing differences over "shared transport" and its pricing, and AT&T of course continues to believe that other aspects of the interconnection agreement are inconsistent with the federal Telecommunications Act of 1996 (the "federal Act") and the FCC's regulations. However, I wish to focus here on the "Michigan port" issue and why we believe Ameritech's pricing provisions in this regard are not in conformity with the MPSC's arbitration order or, indeed, the federal Act.

As you are aware, the "port" in Michigan is a service that can be purchased by a telecommunications provider under the terms of the 1991 Michigan Telecommunications Act ("MTA"). Although Ameritech took the position that unbundling was not authorized by the 1991 MTA, the Michigan legislature settled that question by passing Public Act No. 216, effective November 30, 1995 ("1995 Act"). The 1995 Act expressly required the unbundling of basic local exchange service into two components -- an unbundled loop and a port -- each to be separately priced and available to telecommunications providers.

Mr. Edward Becker  
Page 2  
January 24, 1997

The terms "basic local exchange service," "loop" and "port" are defined in the MTA as follows:

"(b) 'Basic local exchange service' or 'local exchange service' means the provisions of an access line and usage within a local calling area for the transmission of high-quality 2-way interactive switched voice or data communication.

(s) 'Loop' means the transmission facility between the network interface on a subscriber's premises and the main distribution frame in the servicing central office.

(x) 'Port' except for the loop, means the entirety of local exchange, including dial tone, a telephone number, switching software, local calling, and access to directory assistance, a white pages listing, operator services, and interexchange and intra-LATA toll carriers."

MCLA 484.2102

The definition of the loop component of basic local exchange service under the MTA is, for all practical purposes, identical to the definition of the local loop element contained in the FCC's First Report and Order; the FCC, in ¶380, stated that "the local loop element should be defined as a transmission facility between a distribution frame, or its equivalent, and the network interface device at the customer premises." However, the same cannot be said with respect to the "port" component of basic local exchange service, as defined by Michigan law, and the FCC-defined local switching element. The FCC in the First Report and Order defined unbundled local switching at ¶412. Without repeating that lengthy definition here, the definition comprises the "features, functions, and capabilities" of the switch, including vertical features. In contrast, the "port" component of basic local exchange service under Michigan law includes the entirety of local exchange service, except for the loop. Therefore, it not only encompasses unbundled local switching, but many elements not included in local switching and required to be unbundled under the federal Act, such as transport, tandem switching and signaling.

The Commission's November 26, 1996 Order entered in the arbitration case between Ameritech and AT&T provides that if the Commission's ultimate decision in Case Nos. U-11155

Mr. Edward Becker

Page 3

January 24, 1997

and U-11156 support any different pricing conclusions "for services addressed in this proceeding," such changes should be incorporated into the interconnection agreement. Therefore, in order to determine which prices should be incorporated into the Agreement it is necessary to compare the services which were the subject of the arbitration proceeding with the services that were the subject of the proceedings in Case Nos. U-11155 and U-11156. Unless the services are the same, it would not be appropriate to substitute prices established in Case Nos. U-11155 or U-11156 for those established in the arbitration hearing.

Case Nos. U-11155 and U-11156 are progeny of the City Signal interconnection case, which dates back to 1994. That proceeding led to the Generic Interconnection proceeding, Case No. U-10860, which took into account the 1995 amendments to the MTA and resulted in an Order entered June 5, 1996, in which the MPSC rejected Ameritech's TSLRIC cost studies. Ameritech was ordered to file new studies for, *inter alia*, unbundled loops, ports, interim number portability and local traffic termination. Pursuant to the deadlines established in the Commission's June 5, 1996 order in that proceeding, Ameritech filed Advice No. 2438A to establish a rate for unbundled ports. Ameritech filed for approval of new TSLRIC studies for unbundled loops and local call termination and for interim number portability on August 5, 1996. Case No. U-11156 was established to address loops, ports and local call termination, and Case No. U-11155 was established to address interim number portability.

On December 12, 1996 the Commission issued a final order in Case Nos. U-11155 and U-11156, again finding Ameritech's TSLRIC studies to be defective, but approving interim pricing for certain loops, ports, local termination and interim number portability. Since, as discussed above, the loop component of basic local exchange service under the MTA is nearly identical to the definition of the local loop element established by the FCC, AT&T agrees that the interim prices established in Case No. U-11156 for loop service are to be the prices used on an interim basis in the interconnection agreement until new prices for the loop element are set in the new docket, Case No. U-11280, established for that purpose.

However, in view of the foregoing, AT&T does not understand Ameritech's basis for substituting the rates for port service from the Commission's December 12 Order in Case No. U-11156 for the prices for local switching element in the Pricing Schedule to the Interconnection Agreement. As indicated above, a Michigan port is simply not the same as unbundled local switching under the federal Act and the FCC's order and regulations. Furthermore, the cost studies used by Ameritech in Case No. U-11156 to support its prices for ports includes charges for

Mr. Edward Becker

Page 4

January 24, 1997

transport, tandem switching and other elements which are to be unbundled and independently priced under both the Interconnection Agreement and the federal Act. It appears that Ameritech agrees that a port under Michigan law and unbundled local switching are not the same: In its submission to the Commission on January 21 in Case No. U-11280, Ameritech includes terms, conditions and rates both for ports (as defined under Michigan law) and for unbundled local switching.

Notwithstanding the foregoing, as AT&T has previously indicated to Ameritech, AT&T would not object to the inclusion in the Pricing Schedule of the pricing for port services established in Case U- No. 11156, so long as a port and its related prices are clearly designated as being distinct from unbundled local switching. If Ameritech is not amenable to that solution, we would ask for an explanation of Ameritech's basis for substituting Michigan port prices for unbundled local switching in your January 16, 1997 submission.

Very truly yours,



Arthur J. LeVasseur

AJL:aav



Philip S. Abrahams  
Senior Attorney

13th Floor  
227 West Monroe Street  
Chicago, Illinois 60606  
312 230-2845

January 27, 1997

**HAND DELIVER**

Mr. Ed Wynn  
Vice President and General Counsel  
Ameritech Information Industry Services  
250 North Orleans, Floor 3  
Chicago, IL 60654

re: AT&T/Ameritech Interconnection Agreement  
State of Michigan

Dear Ed:

As you are aware, AT&T and Ameritech have been unable to agree upon the appropriate prices to be included in the Pricing Schedule to the Interconnection Agreement. Specifically, as outlined in our letter to the Michigan Public Service Commission on January 17, 1997, and our letter to your counsel in Michigan on January 17, 1997, we do not agree with your attempt to substitute the pricing for a "port" under Michigan law as established in Case No. U-11156 for unbundled local switching. We believe that such action is inconsistent with the arbitration decision. Also, the parties are unable to reach agreement as to the appropriate proxy charges for Shared Transport to be incorporated from Ameritech's access tariffs.

In order for AT&T to proceed with its plans to enter the local market in Michigan, AT&T needs to have an executed Interconnection Agreement with Ameritech. Therefore, to prevent further delays in our business plans, we are executing a modified version of the Interconnection Agreement delivered to me by Ron Lambert on January 15, 1997, which has been represented to be the same as the version submitted by Ameritech to the Commission on January 16, 1997. The only changes to your January 16th filing were made to the Pricing Schedule to reflect the appropriate prices for unbundled Local Switching and ports. These changes are consistent with Ameritech's Submission to the Commission on January 21 in Case U-11280.

January 27, 1997

Page 2

Although AT&T has agreed to execute the Interconnect Agreement, by such action AT&T is not waiving its right to challenge Ameritech's interpretation of "Shared Transport," the arbitration decision of the Commission, or any other aspect of the Agreement that AT&T believes is contrary to the Telecommunications Act of 1996. As provided in Section 29.3 of the Agreement, should the arbitration award be modified as a result of an appeal, or subsequent order of the Commission, the Agreement will be modified accordingly.

Enclosed are five executed copies of the Interconnection Agreement which have been executed on behalf of AT&T by our Vice President, Bridget B. Manzi. Please have the Agreement executed on behalf of Ameritech and return two fully executed copies to me. You should also file one executed copy with the Commission. The Effective Date should be inserted as the date of execution by Ameritech.

Please immediately advise me if the Interconnection Agreement, as executed by AT&T, is not acceptable to Ameritech.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Abrahams", with a long horizontal line extending to the right.

Phillip S. Abrahams

cc: Larry Salustro  
Kent Pflederer

Ameritech.

350 North Orleans  
Floor 3  
Chicago, IL 60654  
Office 312/335-6648  
Fax 312/595-1504

H. Edward Wynn  
Vice President &  
General Counsel

January 29, 1997

Philip S. Abrahams  
AT&T  
227 West Monroe Street  
13th Floor  
Chicago, Illinois 60606

Dear Phil:

Enclosed are two executed copies of the Michigan Interconnection Agreement, which we will file with the Michigan Public Service Commission today, as you requested in your letter transmitting the agreement.

If you have any questions about this matter, please call me.

Sincerely,

*H. Edward Wynn / cmf*

Enclosures (2)

HEW:cmf

DICKINSON, WRIGHT, MOON, VAN DUSEN & FREEMAN  
COUNSELLORS AT LAW  
SUITE 200  
215 SOUTH WASHINGTON SQUARE  
LANSING, MICHIGAN 48933-1812

TELEPHONE (517) 371-7300

FACSIMILE (517) 487-4700

DETROIT, MICHIGAN  
BLOOMFIELD HILLS, MICHIGAN  
GRAND RAPIDS, MICHIGAN  
WASHINGTON, D C  
CHICAGO, ILLINOIS  
WARSAW, POLAND

EDWARD R. BECKER  
(517) 487-4727

January 29, 1997

Hand Delivery

MICHIGAN PUBLIC SERVICE  
FILED

JAN 29 1997

COMMISSION

Ms. Dorothy F. Wideman  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way  
Lansing, MI 48909

Re: Petition for Arbitration of Interconnection Terms, Conditions  
and Prices from AT&T Communications of Michigan, Inc.  
Case No. U-11151 and U-11152

Dear Ms. Wideman:

Enclosed for filing in the above-captioned case are an original and 15 copies of the fully executed Interconnection Agreement between AT&T Communications of Michigan, Inc. and Ameritech Michigan. The Agreement has been executed by Mr. Neil Cox on behalf of Ameritech Michigan and by Ms. Bridget Manzi on behalf of AT&T. This Interconnection Agreement supercedes all previously filed agreements.

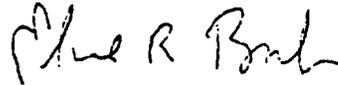
As indicated in the attached letter dated January 27, 1997, AT&T has relabeled the price for unbundled local switching ports to a "Michigan port." Because Ameritech Michigan understands there to be no legal difference between the two, based on the Commission's prior orders, Ameritech Michigan has no objections to this change.

In accordance with the express terms of the Commission's November 26, 1996 Order, Ameritech Michigan understands that the enclosed Interconnection Agreement has been approved by the Commission pursuant to that Order as of November 26, 1996. Ameritech Michigan further understands that the enclosed executed Interconnection Agreement will be made available for public inspection and to other telecommunications carriers pursuant to Sections 252(h) and (i) of the Telecommunications Act of 1996.

Ms. Dorothy F. Wideman  
January 29, 1997  
Page 2

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edward R. Becker".

Edward R. Becker

ERB:jrb  
Enclosure

cc: Arthur Levasseur, Esq. (w/ encl) (Agreement to follow under separate cover)  
Larry Salustro, Esq. (w/ encl) (Agreement to follow under separate cover)



Philip B. Abraham  
Senior Attorney

January 27, 1997

13th Floor  
227 West Monroe Street  
Chicago, Illinois 60606  
312 230-2845

**HAND DELIVER**

Mr. Ed Wynn  
Vice President and General Counsel  
Ameritech Information Industry Services  
250 North Orleans, Floor 3  
Chicago, IL 60654

re: AT&T/Ameritech Interconnection Agreement  
State of Michigan

Dear Ed:

As you are aware, AT&T and Ameritech have been unable to agree upon the appropriate prices to be included in the Pricing Schedule to the Interconnection Agreement. Specifically, as outlined in our letter to the Michigan Public Service Commission on January 17, 1997, and our letter to your counsel in Michigan on January 17, 1997, we do not agree with your attempt to substitute the pricing for a "port" under Michigan law as established in Case No. U-11156 for unbundled local switching. We believe that such action is inconsistent with the arbitration decision. Also, the parties are unable to reach agreement as to the appropriate proxy charges for Shared Transport to be incorporated from Ameritech's access tariffs.

In order for AT&T to proceed with its plans to enter the local market in Michigan, AT&T needs to have an executed Interconnection Agreement with Ameritech. Therefore, to prevent further delays in our business plans, we are executing a modified version of the Interconnection Agreement delivered to me by Ron Lambert on January 15, 1997, which has been represented to be the same as the version submitted by Ameritech to the Commission on January 16, 1997. The only changes to your January 16th filing were made to the Pricing Schedule to reflect the appropriate prices for unbundled Local Switching and ports. These changes are consistent with Ameritech's Submission to the Commission on January 21 in Case U-11280.

January 27, 1997  
Page 2

Although AT&T has agreed to execute the Interconnect Agreement, by such action AT&T is not waiving its right to challenge Ameritech's interpretation of "Shared Transport," the arbitration decision of the Commission, or any other aspect of the Agreement that AT&T believes is contrary to the Telecommunications Act of 1996. As provided in Section 29.3 of the Agreement, should the arbitration award be modified as a result of an appeal, or subsequent order of the Commission, the Agreement will be modified accordingly.

Enclosed are five executed copies of the Interconnection Agreement which have been executed on behalf of AT&T by our Vice President, Bridget B. Manzi. Please have the Agreement executed on behalf of Ameritech and return two fully executed copies to me. You should also file one executed copy with the Commission. The Effective Date should be inserted as the date of execution by Ameritech.

Please immediately advise me if the Interconnection Agreement, as executed by AT&T, is not acceptable to Ameritech.

Sincerely,



Phillip S. Abrahams

cc: Larry Sahistro  
Kent Pfelecker

11

U-11151/52

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

Dated as of January 10, 1997

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of and as agent for Ameritech Michigan**

and

**AT&T COMMUNICATIONS OF MICHIGAN, INC.**

## TABLE OF CONTENTS

<b>ARTICLE I</b>	
<b>DEFINITIONS AND CONSTRUCTION . . . . .</b>	
1.1	Structure . . . . . 2
1.2	Defined Terms . . . . . 2
1.3	Interpretation . . . . . 2
1.4	Joint Work Product . . . . . 3
1.5	Regional Matters. . . . . 3
<b>ARTICLE II</b>	
<b>GENERAL SERVICE RELATED PROVISIONS . . . . .</b>	
2.1	Interconnection Activation Date . . . . . 4
2.2	Bona Fide Request . . . . . 4
2.3	Technical References . . . . . 4
2.4	Use of Services . . . . . 4
<b>ARTICLE III</b>	
<b>INTERCONNECTION PURSUANT TO SECTION 251(c)(2) . . . . .</b>	
3.1	Scope . . . . . 5
3.2	Interconnection Points and Methods . . . . . 5
3.3	Fiber-Meet . . . . . 6
3.4	Interconnection in Additional LATAs . . . . . 7
3.5	Additional Interconnection in Existing LATAs . . . . . 7
3.6	Nondiscriminatory Interconnection . . . . . 8
3.7	Network Management . . . . . 8
3.8	Standards of Performance . . . . . 8
3.9	9-1-1 Service. . . . . 10
<b>ARTICLE IV</b>	
<b>TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE</b>	
<b>SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2) . . . . .</b>	
4.1	Scope of Traffic . . . . . 13
4.2	Limitations . . . . . 13
4.3	Trunk Group Architecture and Traffic Routing . . . . . 13
4.4	Signaling. . . . . 14
4.5	Grades of Service. . . . . 14
4.6	Measurement and Billing. . . . . 14
4.7	Reciprocal Compensation Arrangements – Section 251(b)(5) . . . . . 15

<b>ARTICLE V</b>	
<b>TRANSMISSION AND ROUTING OF EXCHANGE</b>	
	<b>ACCESS TRAFFIC PURSUANT TO 251(c)(2) . . . . . 15</b>
5.1	Scope of Traffic . . . . . 15
5.2	Trunk Group Architecture and Traffic Routing . . . . . 16
<b>ARTICLE VI</b>	
<b>MEET-POINT BILLING ARRANGEMENTS . . . . . 16</b>	
6.1	Meet-Point Billing Services . . . . . 16
6.2	Data Format and Data Transfer . . . . . 17
6.3	Errors or Loss of Access Usage Data . . . . . 17
6.4	Payment . . . . . 18
6.5	Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements . . . . . 18
<b>ARTICLE VII</b>	
<b>TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC . . . . . 18</b>	
7.1	Information Services Traffic . . . . . 18
7.2	BLV/BLVI Traffic . . . . . 19
7.3	Transit Service. . . . . 20
<b>ARTICLE VIII</b>	
<b>INSTALLATION, MAINTENANCE, TESTING AND REPAIR . . . . . 22</b>	
8.1	Plan . . . . . 22
8.2	Operation and Maintenance . . . . . 22
8.3	Installation, Maintenance, Testing and Repair. . . . . 22
8.4	Additional Terms . . . . . 22
<b>ARTICLE IX</b>	
<b>UNBUNDLED ACCESS -- SECTION 251(c)(3) . . . . . 23</b>	
9.1	Access to Network Elements . . . . . 23
9.2	Network Elements . . . . . 24
9.3	Combination of Network Elements. . . . . 24
9.4	Nondiscriminatory Access to and Provision of Network Elements . . . . . 26
9.5	Provisioning of Network Elements. . . . . 26
9.6	Availability of Additional or Different Quality Network Elements. . . . . 27
9.7	Pricing of Unbundled Network Elements . . . . . 27
9.8	Billing . . . . . 28
9.9	Maintenance of Unbundled Network Elements. . . . . 28
9.10	Standards of Performance . . . . . 28

ARTICLE X

RESALE AT WHOLESALE RATES--SECTION 251(c)(4) . . . . . 30

10.1 Telecommunications Services Available for Resale at  
Wholesale Rates . . . . . 30

10.2 Other Services . . . . . 31

10.3 Limitations on Availability of Resale Services . . . . . 31

10.4 Additional Charges for Resale Services . . . . . 32

10.5 Restrictions on Resale Services . . . . . 32

10.6 New Resale Services; Changes in Provision of Resale Services . . . . . 33

10.7 Operations Support Systems Functions. . . . . 33

10.8 Nondiscriminatory Provision of Resale Services . . . . . 33

10.9 Standards of Performance. . . . . 34

10.10 Branding . . . . . 35

10.11 Primary Local Exchange and Interexchange Carrier Selections . . . . . 37

10.12 Functionality Required To Support Resale Service . . . . . 38

10.13 Service Functions . . . . . 39

10.14 Responsibilities of AT&T. . . . . 41

10.15 Responsibilities of Ameritech . . . . . 42

10.16 Exchange of Billing Information . . . . . 42

10.17 Use of Service . . . . . 43

ARTICLE XI

NOTICE OF CHANGES -- SECTION 251(c)(5) . . . . . 44

ARTICLE XII

COLLOCATION -- SECTION 251(c)(6) . . . . . 44

12.1 Physical Collocation . . . . . 44

12.2 Virtual Collocation in Physical Collocation Space . . . . . 45

12.3 Virtual Collocation in Virtual Collocation Space . . . . . 45

12.4 Nondiscriminatory Collocation . . . . . 45

12.5 Eligible Equipment . . . . . 45

12.6 Transmission Facility Options . . . . . 45

12.7 Interconnection with other Collocated Carriers . . . . . 46

12.8 Interconnection Points and Cables . . . . . 46

12.9 Allocation of Collocation Space . . . . . 47

12.10 Security Arrangements . . . . . 47

12.11 Subcontractor and Vendor Approval . . . . . 47

12.12 Delivery of Collocated Space. . . . . 48

12.13 Pricing . . . . . 51

12.14 Billing . . . . . 51

12.15 Common Requirements . . . . . 51

12.16 Additional Requirements . . . . . 52

12.17 Protection of Service and Property . . . . . 52

**ARTICLE XIII**

**NUMBER PORTABILITY -- SECTION 251(b)(2) . . . . . 54**

13.1 Provision of Local Number Portability . . . . . 54

13.2 Interim Number Portability ("INP") . . . . . 54

13.3 Remote Call Forwarding ("RCF") . . . . . 54

13.4 Direct Inward Dialing . . . . . 55

13.5 NXX Migration . . . . . 56

13.6 Other Interim Number Portability Provisions . . . . . 56

13.7 Compensation on Traffic to INP'ed Numbers . . . . . 57

13.8 Pricing For Interim Number Portability . . . . . 58

13.9 Permanent Number Portability . . . . . 58

13.10 Other INP Methods . . . . . 58

**ARTICLE XIV**

**DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B) . . . . . 58**

**ARTICLE XV**

**DIRECTORY LISTINGS -- SECTION 251(b)(3) . . . . . 58**

15.1 Directory Listings . . . . . 58

15.2 Listing and Listing Updates . . . . . 59

**ARTICLE XVI**

**ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 . . . . . 60**

16.1 Structure Availability . . . . . 60

16.2 Franchises, Permits and Consents . . . . . 61

16.3 Access and Modifications . . . . . 61

16.4 Installation and Maintenance Responsibility . . . . . 62

16.5 Installation and Maintenance Standards . . . . . 62

16.6 Implementation Team . . . . . 63

16.7 Access Requests . . . . . 63

16.8 Unused Space . . . . . 63

16.9 Maintenance Ducts . . . . . 63

16.10 Applicability . . . . . 63

16.11 Other Arrangements . . . . . 63

16.12 Cost of Certain Modifications . . . . . 64

16.13 Maps and Records . . . . . 64

16.14 AT&T Access. . . . . 64

16.15 Occupancy Permit . . . . . 64

16.16 Inspections . . . . . 65

16.17 Damage to Attachments . . . . . 65

16.18 Charges . . . . . 65

16.19 Nondiscrimination . . . . . 65

16.20 Interconnection . . . . . 65

16.21 Cost Imputation . . . . .	66
16.22 Structure Leasing Coordinator . . . . .	66
16.23 State Regulation . . . . .	66
16.24 Abandonments, Sales or Dispositions . . . . .	66

**ARTICLE XVII**  
**REFERRAL ANNOUNCEMENT . . . . . 68**

**ARTICLE XVIII**  
**IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN . . . . . 68**

18.1 Implementation Team . . . . .	68
18.2 Implementation Plan . . . . .	68
18.3 Action of Implementation Team . . . . .	70
18.4 Further Coordination and Performance . . . . .	70
18.5 Operational Review . . . . .	70

**ARTICLE XIX**  
**GENERAL RESPONSIBILITIES OF THE PARTIES . . . . . 71**

19.1 Compliance with Implementation Schedule . . . . .	71
19.2 Compliance with Applicable Law . . . . .	71
19.3 Necessary Approvals . . . . .	71
19.4 Environmental Hazards . . . . .	71
19.5 Forecasting Requirements . . . . .	71
19.6 Certain Network Facilities . . . . .	72
19.7 Traffic Management and Network Harm . . . . .	72
19.8 Insurance . . . . .	73
19.9 Labor Relations . . . . .	73
19.10 Good Faith Performance . . . . .	73
19.11 Responsibility to Customers . . . . .	73
19.12 Unnecessary Facilities . . . . .	73
19.13 Cooperation . . . . .	73
19.14 NXX Code Administration . . . . .	73
19.15 LERG Listings . . . . .	73
19.16 LERG Use . . . . .	73
19.17 Switch Programming . . . . .	74
19.18 Transport Facilities . . . . .	74

**ARTICLE XX**  
**PROPRIETARY INFORMATION . . . . . 74**

20.1 Definition of Proprietary Information . . . . .	74
20.2 Disclosure and Use . . . . .	75
20.3 Government Disclosure . . . . .	76
20.4 Ownership . . . . .	77

<b>ARTICLE XXI</b>		
<b>TERM AND TERMINATION</b>		78
21.1	Term	78
21.2	Renegotiation of Certain Terms	78
21.3	Default	78
21.4	Transitional Support	78
21.5	Payment Upon Expiration or Termination	78
 <b>ARTICLE XXII</b>		
<b>DISCLAIMER OF REPRESENTATIONS AND WARRANTIES</b>		79
 <b>ARTICLE XXIII</b>		
<b>CANCELLATION CHARGES</b>		79
 <b>ARTICLE XXIV</b>		
<b>SEVERABILITY</b>		80
24.1	Severability	80
24.2	Non-Contravention of Laws	80
 <b>ARTICLE XXV</b>		
<b>INDEMNIFICATION</b>		80
25.1	General Indemnity Rights.	80
25.2	Indemnification Procedures.	81
 <b>ARTICLE XXVI</b>		
<b>LIMITATION OF LIABILITY</b>		82
26.1	Limited Responsibility	82
26.2	Apportionment of Fault	82
26.3	Limitation of Damages.	82
26.4	Limitations in Tariffs.	83
26.5	Consequential Damages.	83
26.6	Remedies	84
 <b>ARTICLE XXVII</b>		
<b>BILLING</b>		84
27.1	Billing	84
27.2	Recording	84
27.3	Payment Of Charges	84
27.4	Late Payment Charges	85
27.5	Adjustments	85
27.6	Interest on Unpaid Amounts	85

**ARTICLE XXVIII**  
**AUDIT RIGHTS, DISPUTED AMOUNTS**  
**AND DISPUTE RESOLUTION** . . . . .

28.1	Audit Rights . . . . .	85
28.2	Disputed Amounts . . . . .	87
28.3	Dispute Escalation and Resolution . . . . .	88
28.4	Equitable Relief . . . . .	88

**ARTICLE XXIX**  
**REGULATORY APPROVAL** . . . . .

29.1	Commission . . . . .	89
29.2	Tariffs . . . . .	89
29.3	Amendment or Other Changes to the Act; Reservation of Rights . . . . .	89
29.4	Regulatory Changes . . . . .	90
29.5	Proxy Rates . . . . .	90

**ARTICLE XXX**  
**MISCELLANEOUS** . . . . .

30.1	Authorization . . . . .	90
30.2	Designation of Affiliate . . . . .	91
30.3	Subcontracting . . . . .	91
30.4	Independent Contractor . . . . .	91
30.5	Force Majeure . . . . .	91
30.6	Governing Law . . . . .	92
30.7	Taxes . . . . .	92
30.8	Non-Assignment . . . . .	93
30.9	Non-Waiver . . . . .	93
30.10	Notices . . . . .	93
30.11	Publicity and Use of Trademarks or Service Marks . . . . .	94
30.12	Nonexclusive Dealings . . . . .	94
30.13	No Third Party Beneficiaries; Disclaimer of Agency. . . . .	95
30.14	No License . . . . .	95
30.15	Survival . . . . .	95
30.16	Scope of Agreement . . . . .	95
30.17	Counterparts. . . . .	95
30.18	Entire Agreement . . . . .	96

11

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the \_\_\_\_ day of January, 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Michigan (Ameritech Michigan referred to herein as "Ameritech") and AT&T Communications of Michigan, Inc., an Michigan corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("AT&T").

**RECITALS**

- A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Michigan.
- B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Michigan.
- C. AT&T has been granted authority to provide certain local Telephone Exchange Services within Michigan and is a Local Exchange Carrier as defined by the Act.
- D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.
- E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and Ameritech hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS AND CONSTRUCTION**

**1.1 Structure.**

This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

**1.2 Defined Terms.** Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

**1.3 Interpretation.**

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, AT&T or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

**1.4 Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted

in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

### **1.5 Regional Matters.**

- (a) AT&T Corp. has a regional administrative structure in which its central region ("**Region**") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which Ameritech Michigan and its Affiliates conduct business operations and in which Ameritech Michigan and certain of its Affiliates are Incumbent Local Exchange Carriers. Ameritech Michigan and AT&T Communications of Michigan, Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
  - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, including formation of an Implementation Team and the development of an Implementation Plan, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Implementation Team to develop a single Implementation Plan which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Implementation Team shall be held in Chicago, Illinois; and
  - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

## **ARTICLE II GENERAL SERVICE RELATED PROVISIONS**

### **2.1 Interconnection Activation Date.**

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide AT&T access to Ameritech's unbundled Network