HUNTON WILLIAMS

FILED

AUG - 1 2001

MICHIGAN PUBLIC SERVICE COMMISSION

1900 K STREET, N.W.
WASHINGTON, D.C. 20006-1109

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DOUGLAS DZIAK
DIRECT DIAL: 202-955-1880
EMAIL: ddziak@hunton.com

FILE NO: 56423.802

July 31, 2001

Via UPS Overnight Delivery

U-13037

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

Dear Ms. Wideman:

Enclosed for filing is the original and four copies of the *Joint Application for Adoption of an Interconnection Agreement* among Verizon North, Inc. and Contel of the South, Inc., d/b/a Verizon North Systems and Alpine-Michigan E, Inc.

Please stamp and return one copy of this filing, as proof of receipt, in the self-addressed stamped envelope that I have enclosed. If you have any questions about this filing, please call me. Thank you.

Sincerely,

Douglas Dziak

Enclosures

cc: Mr. Scott Miles
Ms. Carol Rutgers
A. Randall Vogelzang, Esq.
Karlyn D. Stanley, Esq.

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re Adoption of an Interconnection Agreement By and Among Alpine-Michigan E, Inc. Verizon North Inc., and Contel of the South, Inc., d/b/a Verizon North Systems	))))))	MPSC Case No. U-13037

PROOF OF SERVICE

DISTRICT OF COLUMBIA)

Douglas Dziak after being duly cautioned and sworn, deposes and says that the original and three copies of the Joint Application of Verizon North Inc., Contel of the South, Inc., d/b/a/ Verizon North Systems andAlpine-Michigan E, Inc. for Adoption of an Interconnection Agreement are being served on the Commission's Executive Secretary on July 31, 2001 by overnight delivery.

By: _____

Subscribed and sworn to before me, Regina Aikens, Notary Public,

this 31st day of July, 2001.

_____
Notary Public

My commission expires:

REGINA L. AIKENS
NOTARY PUBLIC, DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES: 4-1-02

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re Adoption of an Interconnection Agreement By and Among Alpine-Michigan E, Inc. Verizon North Inc., and Contel of the South d/b/a Verizon North Systems	))))))	MPSC Case No U-13037

JOINT APPLICATION FOR ADOPTION OF AN INTERCONNECTION AGREEMENT

Alpine-Michigan E, Inc. ("Alpine"), Verizon North Inc., and Contel of the South, Inc. d/b/a Verizon North Systems (collectively, "Verizon") submit to the Michigan Public Service Commission ("Commission") pursuant to Section 252(i) of the Telecommunications Act of 1996 ("Act"), 47 U.S.C. Section 252(i), this *Joint Application for Adoption of an Interconnection Agreement*, between Alpine and Verizon. In support of this filing, Alpine and Verizon state as follows:

1. Alpine hereby represents and warrants that it is a FCC-licensed provider of two-way wireless service in the State of Michigan and that this adoption will cover services in the State of Michigan only.

2. Verizon is an authorized provider of telecommunications services to the public in its various exchanges and zones throughout the State of Michigan.

3. Pursuant to Section 252(i) of the Act, Alpine notified Verizon that it desired to adopt the terms ("Terms") of the Interconnection Agreement between Verizon and AT&T Wireless Services, Inc. ("AWS") approved by the Commission Docket No. U-12178.

4. Subsequently, Verizon and Alpine signed a letter relating to Alpine's adoption of the AWS Agreement. A copy of this letter is attached to this Joint Application as Exhibit 1.

5. Section 252 (i) of the Act provides as follows:

> (i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS.
>
> A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The Commission approved the AWS Agreement pursuant to Section 252(e) of the Act. Accordingly, Section 252(i) of the Act gives Alpine the right to adopt the Terms.

6. Subject to the letter attached as Exhibit 1, there are no outstanding issues between Verizon and Alpine regarding this Adoption.

THEREFORE, Verizon North Inc., Contel of the South, Inc. d/b/a Verizon North Systems, and Alpine Michigan E, Inc. submit to the Commission this *Joint Application for Adoption of an Interconnection Agreement* for the Commission's approval.

Respectfully submitted this 31st day of July 2001.

VERIZON NORTH INC.
CONTEL OF THE SOUTH, INC.
D/B/A VERIZON NORTH SYSTEMS

By: _____

Douglas Dziak, Esq.
Hunton & Williams
1900 K Street, N.W.
Washington, D.C. 20006
Tel. No. (202) 955-1880
Fax No. (202) 778-2201
email: ddziak@hunton.com

ALPINE-MICHIGAN E, INC..

By: _____

Karlyn D. Stanley, Esq.
Cole, Raywid & Braverman, L.L.P.
1919 Pennsylvania Avenue, NW
Washington, DC 20006
Tel No. (202) 659-9750
Fax. No. (202) 452-0067
E-mail: kstanley@crblaw.com

Steven J. Pitterle
Director - Negotiations
Network Services

verizon

Network Services
600 Hidden Ridge HQE03B67
P.O. Box 152092
Irving, Texas 75038

Phone 972/718-1333
Fax 972/718-1279
steve.pitterle@verizon.com

June 14, 2001

Mr. Robert F. Broz
President
Alpine Michigan E, Inc.
2136 West M-32
Gaylord, MI 49735

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Broz:

Verizon North Inc., f/k/a GTE North Incorporated, Contel of the South, Inc., d/b/a Verizon Mid-States ("Verizon"), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Alpine-Michigan E, Inc. ("Alpine") wishes to adopt the terms of the Interconnection Agreement between AT&T Wireless Services, Inc. ("AT&T Wireless") and Verizon that was approved by the Michigan Public Service Commission (the "Commission") as an effective agreement in the State of Michigan, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand Alpine has a copy of the Terms. Please note the following with respect to Alpine's adoption of the Terms.

1. By Alpine's countersignature on this letter, Alpine hereby represents and agrees to the following three points:

   (A) Alpine adopts (and agrees to be bound by) the Terms of the AT&T Wireless/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that Alpine shall be substituted in place of AT&T Wireless Services, Inc. and AT&T Wireless in the Terms wherever appropriate.

   (B) Notice to Alpine and Verizon as may be required under the Terms shall be provided as follows:

   To: Cole, Raywin & Braverman, L.L.P.
   Attention: Karlyn D. Stanley, Esq.
   1919 Pennsylvania Avenue, N.W.
   Washington, DC 20006

Telephone number: 202-659-9750
FAX number: 202-452-0067

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

(C) Alpine represents and warrants that it is a FCC-licensed provider of two-way wireless service in the State of Michigan, and that its adoption of the Terms will cover services in the State of Michigan only.

2. Alpine's adoption of the AT&T Wireless Terms shall become effective upon the date of filing of this adoption letter with the Commission (which filing Verizon will promptly make upon receipt of an original of this letter countersigned by Alpine) and remain in effect no longer than the date the AT&T Wireless/Verizon agreement terminates. The AT&T Wireless/Verizon agreement is currently scheduled to terminate on June 30, 2001. Thus, the Terms adopted by Alpine also shall terminate on that date.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Alpine's 252(i) election.

4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth

Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

5. Verizon reserves the right to deny Alpine's adoption and/or application of the Terms, in whole or in part, at any time:

   (a) when the costs of providing the Terms to Alpine are greater than the costs of providing them to AT&T Wireless;
   (b) if the provision of the Terms to Alpine is not technically feasible; and/or
   (c) to the extent that Verizon otherwise is not required to make the Terms available to Alpine under applicable law.

6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Remand Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.[1] Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Remand Order*, not pursuant to adoption of the Terms.[2] Moreover, in light of the *FCC Remand Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.[3]

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[1] Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ¶44.

[2] For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Remand Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Resources, Industry Letters, CLEC).

[3] *See, e.g.*, 47 C.F.R. Section 51.809(c).

7. Should Alpine attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

Please arrange for a duly authorized representative of Alpine to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON NORTH INC.
CONTEL OF THE SOUTH, INC.,
D/B/A VERIZON MID-STATES

Steven J. Pitterle
Director – Negotiations
Network Services

Reviewed and countersigned as to points A, B, and C of paragraph 1:

ALPINE-MICHIGAN E, INC.

(SIGNATURE)

Robert F. Broz
(PRINT NAME)

c: R. Ragsdale – Verizon