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September 19, 2000

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

***Re: MPSC Case No. U-12624, Interconnection Agreement Between Ameritech
Michigan and Ntegrity Telecontent Services, Inc.***

Dear Ms. Wideman:

Enclosed for filing are an original and 4 copies of the joint application requesting approval of the Interconnection Agreement by and between Ameritech Michigan and Ntegrity Telecontent Services, Inc. In accordance with the Commission's request, Ameritech Michigan makes this filing electronically by posting the enclosed Agreement onto the MPSC's website at:

<http://cis.state.mi.us/mpsc>

The Agreement is also posted onto Ameritech Michigan's website at:

http://www.ameritech.com/corporate/regulatory/interconnect_page.html

Additional copies of the Amendment are available on these websites.

Very truly yours,

Michael A. Holmes

Enclosures

cc: Mr. A. Keith Machen

DAD:jkt

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval	)	
of an Interconnection Agreement between	)	
Ntegrity Telecontent Services, Inc., and	)	Case No. U- 12624
Ameritech Michigan.	)	
_____	)	

JOINT APPLICATION

Ameritech Michigan¹ and Ntegrity Telecontent Services, Inc. (Ntegrity) hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to §203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Sections 252(e)(1) and 252(i) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. §§252(i) and 252(e)(1), for approval of an interconnection agreement executed as of May 31, 2000 (the Agreement) by and between Ameritech Michigan and Ntegrity. A copy of the Agreement is attached hereto as Exhibit A. In support of this application, Ameritech Michigan and Ntegrity state as follows:

1. Ameritech Michigan is a Michigan corporation engaged in providing communications services to the public in its various exchanges and zones throughout the State of Michigan.

2. Ntegrity is a Nevada corporation with offices located in Baltimore, Maryland.

¹ Michigan Bell Telephone Company, a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the states of Michigan, Illinois, Wisconsin, Indiana, and Ohio. Michigan Bell offers telecommunications services and operates under the names "Ameritech" and "Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the state of Michigan.

3. Pursuant to a November 16, 1999 order in Case No. U-12055, the Commission issued to Ntegrity a license to provide basic local exchange service in certain areas of the State currently being served by Ameritech Michigan.

4. Pursuant to Section 252(i) of the Act, Ntegrity requested the adoption of terms and conditions of the interconnection agreement dated April 10, 1998 by and between Ameritech Michigan and Allegiance Telecom of Michigan, Inc. (Allegiance Agreement) that was approved by the Commission in an order in Case No. U-12053 issued on August 17, 1999 and includes the Merger and First Amendments as approved by the Commission on February 9, 2000 and December 6, 1999, respectively. The Allegiance Agreement is an adoption of terms and conditions of the interconnection agreement dated April 10, 1998 by and between Ameritech Michigan and Mich Tel, Inc. (Mich Tel Agreement) that was approved by the Commission in an order in Case No. U-11775 issued on December 21, 1998.

5. The Agreement provides that filing and performance of the Agreement does not in any way constitute a waiver by Ameritech Michigan of the illegality or unreasonableness of any rates, terms, or conditions set forth in the Agreement, nor does it constitute a waiver by either party of any rights and remedies it may have to seek review of the Allegiance Agreement or the Mich Tel Agreement. Ameritech Michigan and Ntegrity acknowledge that in no event shall any term or condition in the Agreement be effective, nor shall Ntegrity be entitled to any rate, price, or charge set forth in this Agreement before the Commission approves the Agreement under the Act.²

² Certain provisions of the Agreement may be void or unenforceable as a result of the July 18, 1997 and October 14, 1997 decisions of the United States Court of Appeals for the Eighth Circuit and the January 25, 1999 decision of the United States Supreme Court. Should Ntegrity attempt to apply such conflicting provisions, Ameritech has advised Ntegrity it reserves its right, notwithstanding anything to the contrary in the Agreement, to seek appropriate legal/equitable relief **provided** that if Ameritech attempts to apply such conflicting provisions, it will simultaneously seek similar relief with respect to the Allegiance Agreement and the Mich Tel Agreement. In addition, if any provision in the Allegiance Agreement or the Mich Tel Agreement is amended or modified as a result of any order

6. The Agreement has an initial term that expires on April 9, 2001 and establishes comprehensive financial and operational terms for the following: the physical interconnection between Ameritech Michigan's and Ntegrity's networks, mutual and reciprocal compensation for exchange of traffic originated on their respective networks; unbundled access to Ameritech Michigan network elements; physical collocation; number portability; resale; access to databases; and a variety of other business relationships.

7. The following represents a more detailed summary of the essential terms and conditions of the Agreement:

(a) Interconnection

- (1) Interconnection is mutual and reciprocal. Physical interconnection will be made through: (i) collocation in Ameritech Michigan's wire centers; or (ii) any other method agreed upon by the parties in advance of the activation date for a given LATA. In addition, Ntegrity may request interconnection at any technically feasible point in Ameritech Michigan's network, including a fiber-meet arrangement.
- (2) If Ntegrity elects collocation as an interconnection method or requires Ameritech to interconnect with Ntegrity's facilities via collocation, then: (i) Ntegrity shall provide the transport of Ameritech's traffic from the point of interconnection to Ntegrity's wire center; (ii) Ntegrity shall not charge Ameritech for such transport; and (iii) Ntegrity shall provide Ameritech with capacity to meet Ameritech's forecasted needs.
- (3) If Ntegrity does not elect to provide Ameritech transport as described in (2) above, then Ntegrity shall provide to Ameritech collocation in its wire center(s) for interconnection on a nondiscriminatory basis on rates, terms, and conditions no less favorable than: (i) Ameritech provides to Ntegrity under this Agreement; and (ii) Ntegrity provides to other similarly situated carriers.

(b) 9-1-1 Service

- (1) Ameritech Michigan shall provide 9-1-1 service to Ntegrity in each rate center in which: (i) Ntegrity is authorized to provide local exchange services; and (ii)

or finding by the FCC, the Commission, or a court of competent jurisdiction, the Agreement shall be deemed to be amended consistent with such order or finding, including the date such amendment is deemed effective. In addition, Ameritech reserves its right to judicial review of the Allegiance Agreement and the Mich Tel Agreement, as well as the Agreement, under Section 252(e)(6) of the Act. In no event shall any of the rates, terms, or conditions set forth in the Agreement apply to any products or services purchased by Ntegrity prior to the later of: (i) the date the Commission approves the Agreement under Section 252 of the Act; and (ii) absent such Commission approval, the date the Agreement is deemed approved under Section 252(e)(4) of the Act.

Ameritech is the 9-1-1 service provider. Ameritech Michigan shall provide to Ntegrity customers 9-1-1 call routing to the appropriate PSAP.

(c) Transmission and Routing of Telephone Exchange Service Traffic

- (1) Local and intraLATA toll traffic will be delivered over the same trunk groups, with verification procedures for distinguishing the nature of such traffic. One-way or two-way trunks will both be utilized as the transmission vehicles. Access tandems will allow for the joint provision of exchange access and meet point billing arrangements. Information service traffic will be routed over Ameritech Michigan's network for Ntegrity's resale service customers and over local and intraLATA trunks for Ntegrity's customers utilizing Ameritech's unbundled local switching. Ancillary trunk groups will be utilized for busy line verification and busy line verification interrupt service.

(d) Compensation

- (1) Compensation for the interconnection is reciprocal, with each party paying the other the same amount for each local call that terminates in the other's network. The transport and termination of local traffic will be billed at the rate provided in Item II of the Pricing Schedule, except that Ntegrity will be paid only the rate for end office local termination. The parties' obligation to pay reciprocal compensation to the other party begins on the date the parties agree that the network is complete and capable of fully supporting live traffic. All exchange access traffic and all intraLATA toll traffic shall continue to be governed by applicable tariffs.
- (2) Ameritech will provide Ntegrity transit service as part of the Agreement for the delivery of certain local and intraLATA toll traffic between Ntegrity and a third party LEC or CMRS provider.

(e) Unbundled Access to Network Elements

- (1) Unbundled access to network elements is made available under the Agreement at any technically feasible point on rates, terms, and conditions that are just and reasonable. At Ntegrity's request, Ameritech Michigan will provide access to the following network elements: (i) local loops (described on Schedule 9.2.1); (ii) the network interface device (described on Schedule 9.2.2); (iii) switching capability (described on Schedule 9.2.3); (iv) interoffice transmission facilities (described on Schedule 9.2.4); (v) signaling links and call related databases (described on Schedule 9.2.5); (vi) operations support systems (OSS) functions (described on Schedule 9.2.6); and (vii) operator services and directory assistance (described on Schedule 9.2.7).
- (2) The Agreement provides for specific performance and service quality requirements for unbundled access to network elements.

- (3) Ameritech Michigan will charge Ntegrity the nonrecurring and monthly recurring rates for unbundled network elements, including the monthly recurring rates for the specific network elements listed above, service coordination fee, and cross-connect charges as specified in Item V of the Pricing Schedule.

(f) Resale

- (1) Subject to certain restrictions, Ameritech Michigan will make available to Ntegrity for resale at wholesale rates Ameritech's telecommunications services that it provides at retail to subscribers who are not telecommunications carriers as required in §251(c)(4) of the Act. A list of such telecommunications services is contained in Section 10.1 of the Agreement.

(g) Collocation

- (1) Ameritech Michigan will provide physical collocation of equipment necessary for interconnection and access to network elements as required by the Act, except virtual collocation shall be provided where physical collocation is not practical for technical reasons or space limitations, as provided in §251(c)(6) of the Act.

(h) Number Portability

- (1) The Agreement provides for interim number portability on a reciprocal basis via remote call forwarding, direct inward dialing, and NXX migration provided the customer whose telephone number is subject to interim number portability remains within the same serving wire center. This will allow customers to keep their telephone numbers when they switch service providers. Compensation is mutual and reciprocal. Both parties agree to comply with the methodology established by the Commission or the FCC for competitively neutral recovery of the costs to provide interim number portability.

(i) Local Dialing Parity

- (1) The parties will provide local dialing parity to each other as required by the Act.

(j) Access to Rights-of-Way

- (1) Ameritech Michigan shall make available, in accordance to the Act and the MTA, access to poles, ducts, conduit, and rights-of-way it owns or controls for the placement of Ntegrity's telecommunications equipment and related facilities.
- (2) Ameritech Michigan will not make access available where there is insufficient capacity to accommodate a request for access or for nondiscriminatory safety, reliability, or engineering reasons.

- (3) Ntegrity is solely responsible for securing any necessary franchises, permits, or consents from federal, state, county, or municipal authorities and owners of private property to construct and attach its facilities at an Ameritech right-of-way location.

(k) Referral Announcement

- (1) When a customer changes its service provider from one party to another and does not retain its original phone number, each party will provide a referral announcement free of charge which provides details on the customer's new number for the time period required by the Commission's Service Quality Standards, Rule 484.34.

(l) Directory Listings

- (1) Ameritech shall include primary listings of Ntegrity's customers served through resale services in Ameritech's White Pages directories under the terms and conditions listed in Section 15.1 of the Agreement. Ntegrity will provide Ntegrity directory customer listings and listings updates to Ameritech on a nonexclusive basis.

8. Since the Agreement results from the adoption of an agreement previously approved by the Commission, no further review by the Commission is necessary, and the parties request an expedited approval without public hearing or formal solicitation of comments. Such an expedited approval process will allow the parties to immediately begin doing business under the rates, terms, and conditions of the Agreement and will facilitate and enhance consumer choice for those customers receiving telecommunications services in Ameritech Michigan's various exchanges and zones in Michigan.

9. If the Commission deems it should conduct a review of this Agreement, the standards to be applied by the Commission for approval of the Ntegrity agreement are set forth in Section 252(e)(2) of the Act.

10. As demonstrated by the accompanying affidavit of A. Keith Machen of Ntegrity, Ntegrity believes the Agreement meets all the criteria for Commission approval under §§252(e)(1) and (2) of the Act.

11. The Agreement is not discriminatory. Ameritech Michigan will make the Agreement available to any other telecommunications carrier operating within Ameritech Michigan's service territory which does not have a pre-existing interconnection agreement with Ameritech Michigan in accordance with the applicable requirements of the Act. The Agreement does not preclude different arrangements with other providers. Other providers can negotiate their own agreements with Ameritech Michigan pursuant to the applicable provisions of the Act.

12. In light of the Commission's prior approval in Case No. U-12053 of the same interconnection agreement, Ntegrity requests expedited approval of this joint application without public hearing or formal solicitation of comments. This joint application and the Agreement provide the Commission with sufficient information to make a determination under Sections 252(e)(1) and 252(i) of the Act.

13. Ntegrity believes the Agreement is consistent with the public interest, convenience, and necessity. It is a comprehensive Agreement that tailors the interconnection and service arrangements previously approved by the Commission for local exchange competition to meet the individual needs of the parties and, thereby, will promote local exchange competition – one of the primary purposes of the Act and a long standing goal of this Commission.

14. The Agreement will enhance Ntegrity's ability to provide residential and business customers in Ameritech Michigan's service territory with a competitive alternative for their local exchange service. Under the Agreement, customers will be able to choose Ntegrity instead of Ameritech Michigan for their local service, they will be able to change companies without changing telephone numbers, and they will be able to call Ntegrity's customers and customers of other LECs without dialing special codes.

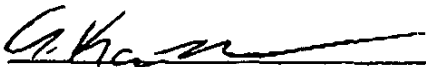
15. Pursuant to MTA §203(1) and §§252(e)(1) and 252(i) of the Act, Ameritech Michigan and Ntegrity jointly request expedited approval of the joint application without any public hearing or formal solicitation of comments.³ The application, affidavit, and the Agreement provide the Commission with sufficient information to approve the Agreement under the standards of §§252(e)(1) and (2) of the Act.

WHEREFORE, Ameritech Michigan and Ntegrity jointly request Commission approval of the Agreement pursuant to MTA §203(1) and §§252(e)(1) and 252(i) of the Act as soon as possible.

Respectfully submitted,

**Counsel for Ntegrity Telecontent
Services, Inc.**

Counsel for Ameritech Michigan


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Dated:

September 5, 2000

³ No hearing is required under MTA §203 or §252 of the Act. Under §252(e)(4) of the Act, the Agreement is deemed approved if the state commission does not act to approve or reject the Agreement within 90 days after submission.

Exhibit A
Case No. U- 12624

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

Dated as of May 31, 2000

by and between

AMERITECH MICHIGAN

and

INTEGRITY TELECONTENT SERVICES, INC.