

# M ICHIGAN

# T ELECOMMUNICATIONS

# R EPORT™

A CLARK HILL P.L.C. Publication, Roderick S. Coy\*, Editor

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\*MR. COY IS A MEMBER  
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2455 WOODLAKE CIRCLE  
OKEMOS, MICHIGAN 48864-5941  
(517) 381-9193

<http://www.clarkhill.com>

## FEATURES

### **BROADBAND UPDATE**

While the Michigan Senate Technology and Energy Committee continues its review of Governor Engler's Michigan High Speed Internet Plan, Senator Ken Sikkema, Chairman of the Committee, has distributed a memo to Committee members outlining some of the changes to the Plan that are being considered.

A new state department would be established to assist companies in expanding broadband facilities throughout the state through state bonds and loans. This new department would not collect fees as originally envisioned in Governor Engler's Plan.

The statewide fee of 5 cents per lineal foot of telecommunications infrastructure in the public rights-of-way would be reduced to 4 cents. The entire 4 cents, or about \$40 million per year, would go to municipalities, which currently collect only about \$11 million per year, and would be phased in, a penny a year, for four years.

If telecommunications companies get approval from the Michigan Public Service Commission to recover the cost of broadband maintenance fees, they could receive a tax credit in lieu of passing the costs on to end-users.

The End-User Common Line Charge ("EUCL") currently charged by Verizon and Ameritech would be eliminated,

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unless the companies can justify the charge before the MPSC.

Telecommunications companies would be subject to the state's antitrust laws.

The Senate Technology and Energy Committee meeting will continue meeting in consideration of the High Speed Internet Plan and these possible changes during the month of February.

\* \* \*

### **PERMISSIVE DIALING COMMENCES IN AREA CODE 248**

In a press release issued **January 25, 2002**, the Michigan Public Service Commission reminded Michigan telephone customers that permissive dialing in the 248 area code commenced Saturday January 26, 2002.

**“Effective June 8, 2002, all local calls in the 248 area code will require 10-digit dialing. When NXX codes (the first three digits of a telephone number) in the 248 area code are exhausted, customers requiring telephone service will receive a new number in the new 947 area code. During the permissive dialing period, which continues through Friday, June 7, 2002, customers in the 248 area code are encouraged to review the services in their homes and businesses using telephone numbers and either reprogram the equipment or contact their system provider to ensure that their services will not be interrupted. Services such as security alarm systems, Internet services and fax machines will need to be reprogrammed to include 10 digits for local calling. Customers are also encouraged to begin dialing 10 digits for local telephone calls. On April 17, 2001, the MPSC approved a 248 area code relief plan, which implemented an all-services overlay. The approved plan provides the longest-term relief to all customers currently located in the 248 area code and may enhance the benefits from telephone number conservation programs undertaken by the Commission. Under the approved plan, all existing customers in the 248 area code retain their area code. The decision to allow customers to retain the 248 area code was based in part, on the desire to preserve the “community of interest” in the 248 area code.”**

\* \* \*

### **PUBLIC ACTS OF 2001**

| Public Act # | Effective Date | Description | Bill Number and Sponsor |
|--------------|----------------|-------------|-------------------------|
|--------------|----------------|-------------|-------------------------|

|       |          |  |   |
|-------|----------|--|---|
| PA 48 | 07/23/01 | Provides for the clarification of the definition of public utility | Enrolled SB 446<br>Dunaskiss<br>(R-District 16) |
|-------|----------|--|---|

### PENDING LEGISLATION

The following is a list of active telecommunications bills that have been introduced during the current legislative session. Copies of bills and public acts referred to in this column may be obtained by contacting your state senator or representative, on the Michigan Legislature Web site, <<http://www.michiganlegislature.org/>> or from the Legislative Service Bureau Document Room at (517) 373-0169.

| Senate Bill #<br>Senator | Date Introduced | Description  | Status                                   |
|--------------------------|-----------------|--|--|
| SB 280<br>Dunaskiss      | 03/07/01        | Creates new act; provides for definition of public utility   | To Senate Committee on Technology/Energy |
| SB 879<br>Schwarz        | 11/29/01        | Provides amendments to certain telecommunications rates for customers of providers with more than 250,000 customers  | To Senate Committee on Technology/Energy |
| SB 880<br>Schwarz        | 11/29/01        | Creates the "metropolitan extension telecommunications rights-of-way oversight act": creates an oversight authority, establishes a Michigan telecommunications service improvement fund, provides for fee structures for use of public rights-of-way, prescribes the powers and duties of certain state agencies and officials, and provides for penalties | To Senate Committee on Technology/Energy |
| SB 881<br>Stille         | 11/29/01        | Creates the "Michigan community communications development authority act": creates funds and accounts, authorizes the issuing of bonds and notes, prescribes the powers and duties of the authority, makes an appropriation  | To Senate Committee on Technology/Energy |
| SB 998<br>Sikkema        | 01/9/02         | Clarifies end-user line charge   | To Senate Committee on Technology/Energy |
| SB 999<br>Garcia         | 01/09/02        | Provides for tax credit for the purchase and installation of certain telecommunications equipment  | To Senate Committee on Technology/Energy |

| <b>House Bill #<br/>Representative</b> | <b>Date<br/>Introduced</b> | <b>Description</b>  | <b>Status</b>                                |
|--|----------------------------|---|--|
| HB 4219<br>Mortimer                    | 02/13/01                   | Creates new Cellular Tower Attachment Act to require approval of MPSC regarding construction of cellular communication towers<br>Tie bar with HB 4220         | To House Committee on Energy/Technology      |
| HB 4220<br>Mortimer                    | 02/13/01                   | Amends MTA to establish MPSC authority regarding proposed Cellular Tower Attachment Act. Tie Bar with HB 4219   | To House Committee on Energy/Technology      |
| HB 4307<br>Anderson                    | 02/20/01                   | Amends MTA by adding section 312c to require notification of long-distance charges to a customer using a pay telephone  | To House Committee on Energy/Technology      |
| HB 4764<br>Neumann                     | 05/15/01                   | Amends MTA to provide for the structural separation of local exchange companies with more than 250,000 users  | To House Committee on Energy/Technology      |
| HB 4991<br>Kuipers                     | 06/26/01                   | Provides authority to local school board to regulate or allow student use of cellular phones and pagers in school   | 11/29/01 Referred to Second Reading in House |
| HB 5460<br>Shulman                     | 11/28/01                   | Amends MTA by clarifying end-user line charges  | To House Committee on Energy/Technology      |
| HB 5527<br>Kolb                        | 12/13/01                   | Prohibits employer monitoring of employee communications unless the employer establishes an employee monitoring policy and discloses that policy to employees | To House Committee on Employment Relations   |

## ORDERS

### Orders issued on January 22, 2002

**Case No. U-11758**

**@Link Networks Inc, f/k/a Dakota Services LTD  
(license)**

**On January 22, 2002 the Michigan Public Service Commission issued an order rescinding the license of @Link Networks, Inc., f/k/a Dakota Services, Ltd., (“@Link”) to provide basic local exchange service and directing @Link to surrender to the North American Numbering Plan Administrator any numbers that have been assigned to it. On May 9, 2001 @Link indicated its intent to surrender the license.**

**Case No. U-12987**

**Allegiance Telecom of Michigan Inc and Ameritech Michigan  
(interconnection agreement)**

**On January 22, 2002 the Michigan Public Service Commission issued an order approving the Third Amendment to the Interconnection Agreement between Allegiance Telecom of Michigan, Inc. and Ameritech Michigan. The amendment incorporates into the agreement Appendix DSL and Appendix UNE Remand and the related pricing tables.**

**Case No. U-13024**

**Seaway Painting LLC v MCI WorldCom Communications Inc  
(consumer complaint: billing dispute and slamming)**

**On January 22, 2002 the Michigan Public Service Commission issued an order granting the applications for leave to appeal filed by Seaway Painting, L.L.C. and MCI WorldCom Communications, Inc., but denying the relief requested in both applications. The Commission in its order states that “the proceedings to date have been subject to unnecessary complications and delays as a result of both parties’ motions and appeals.” The Commission further states that it has already clearly stated its position on issues relating to the representation by counsel in two previous orders, and that it “will grant leave on, and dispose of, the pending appeals in order to redirect the parties’ attention to the merits of the complaint and put the proceeding on the track to an expedited final decision.”**

**Case No. U-13025**

**Barry N. Tilds v AT&T Communications of Michigan Inc  
(consumer complaint: billing dispute)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing without prejudice the complaint of Barry N. Tilds against AT&T Communications of Michigan, Inc. regarding a billing dispute. On January 8, 2002 the complainant filed a request to withdraw the complaint.**

**Case No. U-13035**

**Elizabeth M. Simonds v Ameritech Michigan  
(consumer complaint: refusal to provide service)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing the complaint of Elizabeth M. Simonds against Ameritech Michigan alleging a refusal to provide service. On August 22, 2001 the complainant filed a request to withdraw the complaint.**

**Case No. U-13045**

**Lindell J. LaMothe v Ameritech Michigan  
(consumer complaint: quality of service)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of Lindell J. LaMothe against Ameritech Michigan regarding quality of service. On August 22, 2001 the complainant filed a request to withdraw the complaint.**

**Case No. U-13059**

**Laurie Arnold v Talk America Inc  
(consumer complaint: slamming)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of Laurie Arnold alleging that Talk America, Inc. switched her telephone service without authorization. On October 11, 2001 the complainant filed a request to withdraw the complaint.**

**Case No. U-13081**

**NTERA Inc  
(license)**

**On January 22, 2002 the Michigan Public Service Commission issued an order granting to NTERA, Inc. a license to provide basic local exchange service in all exchanges currently**

served by Verizon North Inc., Contel of the South, Inc., d/b/a Verizon North Systems, and Ameritech Michigan.

**Case No. U-13090**

**Waypoint Telecommunications LLC  
(license)**

On January 22, 2002 the Michigan Public Service Commission issued an order granting to Waypoint Telecommunications, LLC, a license to provide basic local exchange service in all exchanges currently served by Ameritech Michigan, Verizon North Inc., and Contel of the South, Inc., d/b/a Verizon North Systems.

**Case No. U-13092**

**Michael J. Watza v AT&T Communications of Michigan Inc  
(consumer complaint: unauthorized charges)**

On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of Michael J. Watza against AT&T Communications of Michigan, Inc. alleging unauthorized charges. On November 30, 2001 the complainant filed a request to withdraw the complaint with prejudice.

**Case No. U-13124**

**McLeodUSA Telecommunications Services Inc  
(arbitration of interconnection with Ameritech Michigan)**

On January 22, 2002, the Michigan Public Service Commission (“Commission”) issued an order arbitrating various issues regarding interconnection rates, terms, and conditions and related arrangements between McLeodUSA Telecommunications Services, Inc. (“McLeod” or “MTSI”) and Ameritech Michigan. McLeod filed its Petition for Arbitration on September 28, 2001. The Commission generally adopted the December 12, 2001 Decision of the Arbitration Panel with a few exceptions. The Commission addressed the following issues:

**Should terms and conditions, including pricing, be subject to an end date before a subsequent interconnection agreement between the parties is executed?** The Commission adopted McLeod’s position on this issue, that the terms and conditions of the Agreement, including pricing, should continue on a month-to-month basis after expiration of the Agreement.

**Should pricing in the interconnection agreement be subject to a true-up and refund or credit if the United States Supreme Court rules that the Federal Communications Commission’s (“FCC”) total element long run incremental cost (“TELRIC”) rules are not valid under the Telecommunications Act of 1996?** The Commission reversed the Arbitration Panel’s recommendation, and adopted McLeod’s modified position on this issue. The Commission

found that “[t]o promote certainty and to avoid future disputes, the Commission concludes that the agreement should directly address this issue. . . . unless the Court, the FCC, or this Commission requires retroactive rate changes, the rates in the agreement should remain in effect.”

**If MTSI performs trouble isolation and determines that a problem is caused by Ameritech Michigan’s network, should MTSI be allowed to charge Ameritech Michigan a trouble isolation charge in the same manner that Ameritech Michigan would charge MTSI a trouble isolation charge in the opposite case?** The Commission adopted the Arbitration Panel’s recommendation, in favor of McLeod, noting that “[i]t seems only reasonable that if Ameritech Michigan can impose a charge when its technicians determine that the trouble is in MTSI’s network, MTSI should be permitted to impose a charge in a com-parable situation.”

**Does Ameritech Michigan have to provide power cabling as part of its obligation to provide physical collocation?** The Commission adopted the Arbitration Panel’s recommendation, in favor of McLeod. The Arbitration Panel had found that Ameritech’s refusal to provide the power cables from the central office power source to McLeod’s collocation prevents McLeod from obtaining a functional collocation space within the standard delivery interval.

**What should the delivery interval be for physical collocation space?** The Commission adopted the Arbitration Panel’s recommendation, in favor of McLeod. The Arbitration Panel had found that McLeod’s definition of the delivery interval is consistent with the FCC’s deployment of wireline services order and McLeod should not be forced to incur monthly recurring charges for collocation space that has merely been “roughed in” and is not yet usable for a significant period of time.

**Should the agreement require that “functional” collocation space be turned over to MTSI at the end of the delivery interval?** The Commission adopted the Arbitration Panel’s recommendation, in favor of McLeod. The Commission noted that “Ameritech Michigan’s position is not in compliance with the FCC’s order because distinctly marking a space does not make it functional.”

**Should Ameritech Michigan obligate MTSI to enter into agreements with third-party telecommunications carriers prior to delivering traffic for transiting to the third party?** The Commission adopted the Arbitration Panel’s recommendation, in favor of McLeod, which rejected Ameritech’s language that would have obligated McLeod to enter into an agreement with any third party carrier with which McLeod wished to transit traffic through Ameritech’s tandem..

**Should Ameritech Michigan be required to explicitly identify by state all service order and/or non-recurring charge (NRC) rate elements that are applicable to “as is” conversion orders, existing service orders with changes, and new service orders?** The Commission adopted the

Arbitration Panel's recommendation, in favor of McLeod, finding that "[t]here is a benefit in having one document with all of the rates, terms, and conditions under which the parties will operate."

**Should Ameritech Michigan waive term penalties if its customer service record ("CSR") does not accurately reflect that the customer being converted to MTSI has an existing contract that is subject to term liability?** The Commission reversed the Arbitration Panel's recommendation, and adopted Ameritech's position on this issue, declining to require Ameritech to waive term penalties when its CSR database is inaccurate. However, the Commission cautioned Ameritech "that the accuracy of its CSRs is an issue that it must resolve in the process of seeking authority under Section 271 of the federal Act, 47 USC 271, to provide in-region interLATA service."

**Should the agreement contain a process for setting prices for any UNEs for which prices have not been otherwise agreed?** The Commission adopted the Arbitration Panel's recommendation, in favor of McLeod, because "there is value in specifying a process to set prices for UNEs for which the parties have not previously agreed on a price."

**Does SBC have to provide power cabling as part of its obligation to provide virtual collocation?** The Commission reversed the Arbitration Panel's recommendation, and adopted McLeod's position on this issue that Ameritech must provide functional space. The Commission's ruling was consistent with other similar issues in dispute in this Arbitration proceeding.

**How should inconsistencies between Ameritech Michigan's proposed price sheets and the language of the agreement be handled?** The Commission found that the parties should identify and correct any errors on the pricing appendix and that McLeod's "proposed principles should be approved as a guide by which the parties are to resolve disputes about the pricing schedule."

**Liability Issues.** The Commission adopted the Arbitration Panel's recommendation, on various issued regarding the liability of the parties, that "neither party should have to waive any of its rights under State and Federal law" and "each party should be responsible for its own conduct and should be liable to the other party for direct damages that are the result of that conduct," in favor of McLeod and further ordered the adoption of the contractual language proposed by McLeod. In its objections to the Decision of the Arbitration Panel, Ameritech argued that various issues had been settled, yet were raised by McLeod in McLeod's Proposed Decision of the Arbitration Panel. McLeod filed a motion to strike portions of Ameritech's objections to the DAP or, in the alternative, leave to file a response to those objections, which it attached to its motion. In that motion and response, McLeod denied that the issues had been settled. The Commission chose to address Ameritech's allegations that various issues had been settled by adding a condition to its decision on those issues that states,

**“if McLeod agrees that the parties settled the matter, as Ameritech Michigan represents, the agreed language should be incorporated into the Interconnection Agreement.”**

**The Commission has ordered McLeod and Ameritech to file an executed Interconnection Agreement, in conformity with the decision of the Arbitration Panel, as modified by its order within 30 days.**

**Case No. U-13127**

**Lansing Art Gallery v Ameritech Michigan  
(consumer complaint: unauthorized charges)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of the Lansing Art Gallery against Ameritech Michigan alleging unauthorized charges. On December 3, 2001 the complainant filed a request to withdraw the complaint.**

**Case No. U-13136**

**Christopher S. Rooseboom v Ameritech Michigan  
(consumer complaint: quality of service)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of Christopher S. Rooseboom against Ameritech Michigan regarding quality of service. On November 21, 2001 the complainant filed a request to withdraw the complaint.**

**Case No. U-13142**

**John C. Hawkins v Ameritech Michigan  
(consumer complaint: billing dispute)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of John C. Hawkins against Ameritech Michigan regarding a billing dispute. On December 5, 2001 the complainant filed a request to withdraw the complaint.**

**Case No. U-13166**

**El'Tarell Copeland v Ameritech Michigan  
(consumer complaint: billing dispute)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of El'Tarell Copeland against Ameritech Michigan. On December 12, 2001 the complainant filed a request to withdraw the complaint.**

**Case No. U-13174**

**C3 Networks & Communications Limited Partnership  
(license)**

**On January 22, 2002 the Michigan Public Service Commission issued an order granting to C3 Networks & Communications Limited Partnership for a license to provide basic local exchange service in all exchanges currently served by Verizon North Inc., Contel of the South, Inc., d/b/a Verizon North Systems, and Ameritech Michigan.**

**Case No. U-13177  
Westphalia Telephone Company  
(TSLRIC study)**

**On January 22, 2002 the Michigan Public Service Commission issued an order approving, with modifications, the total long run incremental cost ("TSLRIC") study filed by Westphalia Telephone Company ("Westphalia"). The Commission found that Westphalia "failed to demonstrate the reasonableness of the significant increases in its projected common costs during a period of low inflation and high growth, and concluded that the study should be modified to reflect a common cost markup factor that is half that proposed by Westphalia and within a range approved for the MECA companies in Case No. U-12261.**

**Case No. U-13183  
Nils and Lara Keller v Zone Telecom Inc  
(consumer complaint: slamming)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing without prejudice the complaint of Nils and Lara Keller against Zone Telecom, Inc. alleging an unauthorized switch of service providers. On December 14, 2001 the complainants filed a request to withdraw the complaint.**

**Case No. U-13189  
R. Cushman & Associates Inc v Ameritech Michigan  
(consumer complaint: billing dispute)**

**On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of R. Cushman & Associates, Inc. against Ameritech Michigan regarding a billing dispute. On December 4, 2001 the complainant filed a request to withdraw the complaint with prejudice.**

**Case No. U-13199  
Marilyn Whitford v Ameritech Michigan  
(consumer complaint: billing dispute)**

On January 22, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of Marilyn Whitford against Ameritech Michigan regarding a billing dispute. On December 13, 2001 the complainant filed a request to withdraw the complaint with prejudice.

**Orders issued on February 1, 2002**

**Case No. U-11151**  
**AT&T Communications of Michigan Inc**  
**(arbitration for interconnection with Ameritech Michigan)**

**Case No. U-11152**  
**Ameritech Michigan**  
**(arbitration for interconnection with AT&T Communications of Michigan Inc)**

On February 1, 2002 the Michigan Public Service Commission issued an order approving the Sixth Amendment to the Interconnection Agreement between AT&T Communications of Michigan, Inc. and Ameritech Michigan. The amendment incorporates into the agreement Appendix Performance Measures.

**Case No. U-11603**  
**NPI Wireless and Ameritech Michigan**  
**(interconnection agreement)**

On February 1, 2002 the Michigan Public Service Commission ("Commission") issued an order approving the First Amendment to the Interconnection Agreement between NPI-OmniPoint Wireless, LLC and Ameritech Michigan. The amendment incorporates into the agreement the rates and charges approved by the Commission in Case no. U-11831.

**Case No. U-12753**  
**Light Source Telcom I LLC, f/k/a Dynamic Telecom Engineering I LLC**  
**(license)**

On February 1, 2002 the Michigan Public Service Commission issued an order rescinding the license granted to Light Source Telecom I, LLC, f/k/a Dynamic Telecom Engineering I, L.L.C. ("Light Source") a license to provide basic local exchange service. On December 13, 2001, Light Source indicated its intent to surrender the license.

**Case No. U-12775**

**eVulkan Inc, d/b/a beMany!  
(license)**

**On February 1, 2002 the Michigan Public Service Commission issued an order rescinding the license granted to eVulkan, Inc., d/b/a beMany! ("beMany!") to provide basic local exchange service. On November 21, 2001 beMany! indicated its intent to surrender the license.**

**Case No. U-13005  
Telnet Worldwide Inc and Ameritech Michigan  
(interconnection agreement)**

**On February 1, 2002 the Michigan Public Service Commission issued an order approving the First Amendment to the Interconnection Agreement between Telnet Worldwide, Inc. and Ameritech Michigan. The amendment incorporates into the agreement four additional implementation sites.**

**Case No. U-13007  
Ameritech Michigan  
(directory assistance services)**

**On February 1, 2002 the Michigan Public Service Commission issued an order dismissing Ameritech Michigan's application for a determination that directory assistance ("DA") services provided to end users in its service territory are competitive and directing Ameritech to file within 30 days a revised cost study for these services. The Commission states Sec. 208(9) of the Michigan Telecommunications Act prescribes the procedure for obtaining a competitive determination and includes criteria for determining whether a given service is competitive. Sec. 208(9) sets forth that "[a] provider shall not file to have a service classified as competitive until the provider has received the approval of the commission of a total service long run incremental cost study for the service to be classified." The Commission points out that Ameritech had not obtained approval of a DA cost study prior to this case, and that in fact, the Commission expressly rejected Ameritech's treatment of DA services in Case No. U-11831, the most recent examination of its comprehensive cost studies. Further, the Commission noted that the DA cost study Ameritech submitted with its application in this proceeding does not comply with the TSLRIC standards established in the Commission's September 8, 1994 order in Case No. U-10620, modified on rehearing on November 10, 1994.**

**The Commission, while dismissing Ameritech's application, did find that competition for directory assistance service has increased to the point that the service will no longer be subject to the same regulation. Beginning 60 days from February 1, 2002, changes to end-user rates will no longer require a rate application. Instead, a carrier may change rates on 30-days' notice by filing changes to its tariff. The Commission reserves the right to investigate rates or**

services if, on complaint or its own motion, the Commission finds the proposed changes to be excessive, unreasonable, or discriminatory. The Commission also indicated it is not disposed to accept changes that eliminate free call allowances or waivers for persons unable to use printed directories.

**Case No. U-13063**  
**Hong Yi Ma v MCI WorldCom**  
**(consumer complaint: slamming)**

On February 1, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of Hong Yi Ma against MCI WorldCom alleging an unauthorized switch of service providers. On October 1, 2001 the complainant filed a request to withdraw the complaint.

**Case No. U-13086**  
**Commission's Own Motion**  
**(number pooling trials)**

On February 1, 2002 the Michigan Public Service Commission issued an order denying the petitions for rehearing filed by Verizon North, Inc., Contel of the South, Inc., d/b/a Verizon North Systems, and Ameritech Michigan.

**Case No. U-13130**  
**Ciera Network Systems Inc**  
**(license)**

On February 1, 2002 the Michigan Public Service Commission issued an order granting to Ciera Network Systems, Inc. a license to provide basic local exchange service in all exchanges currently served by Verizon North, Inc., Contel of the South, Inc., d/b/a Verizon North Systems, and Ameritech Michigan.

**Case No. U-13167**  
**C & H Maintenance Services Inc v Long Distance Savings**  
**(consumer complaint: slamming)**

On February 1, 2002 the Michigan Public Service Commission issued an order dismissing without prejudice the complaint of C & H Maintenance Services, Inc. against Long Distance Savings alleging an unauthorized switch of service providers. On January 3, 2001 the complainant filed a request to withdraw the complaint.

**Case No. U-13179**  
**JAS Networks Inc**  
**(amended license)**

**On February 1, 2002 the Michigan Public Service Commission issued an order amending the license of JAS Networks, Inc. to provide basic local exchange service to include all exchanges currently served by Ameritech Michigan, Verizon North Inc., Contel of the South, Inc., d/b/a Verizon North Systems, in the lower peninsula of the state.**

**Case No. U-13191  
Winn Telephone Company  
(TSLRIC study)**

**On February 1, 2002 the Michigan Public Service Commission issued an order approving the total service long run incremental cost (TSLRIC) study prepared specifically for and filed by Winn Telephone Company. Winn has previously relied on the modified cost study prepared by GTE North Incorporated, as approved by the Commission's February 25, 1998 order in Case No. U-11281 and its May 3, 2000 order in Case No. U-11832.**

**Case No. U-13196  
Darleen Moore v MCImetro Access Transmission Services LLC  
(consumer complaint: termination of service)**

**On February 1, 2002 the Michigan Public Service Commission issued an order dismissing without prejudice the complaint of Darlene Moore against MCImetro Access Transmission Services, LLC. On January 3, 2002 the complainant requested to withdraw the complaint.**

**Case No. U-13201  
American Cellular Corp and Ameritech Michigan  
(interconnection agreement)**

**On February 1, 2002 the Michigan Public Service Commission issued an order approving the Interconnection Agreement between American Cellular Corporation and Dobson Communications Corporation and Ameritech Michigan.**

**Case No. U-13211  
Ameritech Advanced Data Services of Michigan Inc and Ameritech Michigan  
(interconnection agreement)**

**On February 1, 2002 the Michigan Public Service Commission issued an order approving the Interconnection Agreement between Ameritech Advanced Data Services of**

**Michigan, Inc. and Ameritech Michigan.**

**Case No. U-13215**

**Linda Palmer v Z-Tel Communications  
(consumer complaint: termination of service)**

**On February 1, 2002 the Michigan Public Service Commission issued an order dismissing without prejudice the complaint of Linda Palmer against Z-Tel Communications alleging an improper termination of service. On January 8, 2002 the complainant filed a request to withdraw the complaint.**

**Case No. U-13228**

**Star Truck Rentals Inc v MCI WorldCom  
(consumer complaint: quality of service)**

**On February 1, 2002 the Michigan Public Service Commission issued an order dismissing with prejudice the complaint of Star Truck Rentals, Inc. against MCI WorldCom regarding service quality. On January 8, 2002 the complainant filed a request to withdraw the complaint.**

**\* \* \***

### **PROPOSALS FOR DECISION**

**Case No. U-13072**

**Borderland Communications LLC v Ameritech Michigan  
(interconnection agreement)**

**On January 18, 2000 Administrative Law Judge Daniel E. Nickerson, Jr. ("ALJ") issued a proposal for decision finding that Ameritech Michigan violated the Michigan Telecommunications Act ("MTA") "by delaying and refusing to provide interconnection to Borderland Communications, LLC ("Borderland") as it requested and demanded", and that Ameritech's violation "is grave and significantly contrary to core and fundamental purposes of the MTA." The ALJ recommends recovery by Borderland of its economic losses in the amount of \$70,455.00, an award of its attorney fees, and the imposition of a fine in the amount of \$2,440,000.**

**Case No. U-13195**

**Rucker Regional Physician Billing LLC v  
Ameritech Advanced Data Services of Michigan Inc,  
Ameritech Communications International Inc,**

**SBC Global Services Inc,  
Interactive Services Inc and  
Intermedia Communications Inc.  
(consumer complaint: quality of service)**

**On January 25, 2000 Administrative Law Judge James N. Rigas (“ALJ”) issued a proposal for decision recommending that the Michigan Public Service Commission dismiss the complaint of Rucker Regional Physician Billing, L.L.C. (“Complainant”) against Ameritech Advanced Data Services of Michigan, Inc., Ameritech Communications International, Inc., SBC Global Services, Inc., Interactive Services, Inc., and Intermedia Communications, Inc. Complainant alleges that AADSM delayed installation of a frame relay for several months and that since installation, the frame relay has “suffered countless and continual service outages”, which have “severely hindered” Complainant’s ability to provide billing and scheduling services to its clients. Complainant requested a judgment against AADSM that will compensate it for its economic losses, but argued that all of the respondents in this case worked in concert to provide the frame relay service.**

**The ALJ notes that Complainant exercised its option to require that the parties attempt to resolve the case using alternative resolution methods, but because less than all the parties accepted the recommended settlement, the case then proceeded to a contested case hearing. The ALJ states that to the extent frame relay service is unregulated, the Commission is prohibited from providing relief as requested by Complainant, and concludes that the respondents’ motions to dismiss should be granted.**

**\* \* \***

### **NOTICES OF HEARING**

**Case No. U-13194  
grid4 Communications Inc  
(license)**

The November 14, 2001 application of grid4 Communications, Inc. for a license to provide telecommunications services in the exchange areas presently served by Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems, and Ameritech Michigan is set for an evidentiary hearing at 9:00 a.m. on February 6, 2002. Interventions are due on or before February 4, 2002.

**Case No. U-13242  
Globalcom Inc  
(license)**

The December 27, 2001 application of Globalcom, Inc. for a license to provide telecommunications services in the exchange areas presently served by Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems, and Ameritech Michigan is set for an evidentiary hearing at 9:30 a.m. on February 6, 2002. Interventions are due on or before February 4, 2002.

\* \* \*

### **PSC HEARINGS SCHEDULE**

Note: *Unless indicated otherwise, hearings are held in the offices of the Commission, 6545 Mercantile Way, Suite 7, Lansing.*

#### **Hearings Scheduled for Last Week (January 21 - 25, 2002)**

#### **Hearings Scheduled for This Week January 28 - February 1, 2002)**

Jan. 29, 2002, 9:00 a.m.  
Case No. U-13231  
Houghton Lake Tourists and Convention Bureau v  
AT&T Communications (slamming)

#### **Future Hearings Scheduled**

February 6, 2002, 9:00 a.m.  
Case No. U-13194/evidentiary hearing  
grid4 Communications (license)

Feb. 25-26, 2002, 9:00 a.m.  
Case No. U-13193/cross-exam all parties  
CLEC Association et al. v Ameritech  
(anti-competitive practices)

February 6, 2002, 9:30 a.m.  
Case No. U-13242/evidentiary hearing  
Globalcom Inc (license)

### **APPLICATIONS AND COMPLAINTS**

**Case No. U-11326**  
**McLeodUSA Telecommunications Services Inc and Ameritech Michigan**

**(interconnection agreement)**

**On January 18, 2002 McLeodUSA Telecommunications Services, Inc. and Ameritech Michigan jointly applied to the Michigan Public Service Commission for approval of the Eighth Amendment to their Interconnection Agreement. The Eighth Amendment adds terms, conditions and rates for certain new combinations of unbundled network elements (UNE Combinations) as set forth in the Mi2A Amendment.**

**Case No. U-11632**

**Lake Huron Cellular Corp and Ameritech Michigan  
(interconnection agreement)**

**On January 22, 2002 Lake Huron Cellular Corporation and Ameritech Michigan jointly applied to the Michigan Public Service Commission (“Commission”) for approval of the First Amendment to their Interconnection Agreement (“Agreement”). The First Amendment incorporates into the Agreement the rates and charges approved by the Commission in U-11831. The parties also state that although the Agreement, by its terms, terminated on December 22, 1999, they continue to operate under the terms and conditions of the Agreement while approval of a successor agreement is pending before the Commission.**

**Case No. U-12601**

**CenturyTel Solutions LLC and Ameritech Michigan  
(interconnection agreement)**

**On January 17, 2002 CenturyTel Solutions LLC and Ameritech Michigan jointly applied to the Michigan Public Service Commission for approval of the Second, Third and Fourth Amendments to their Interconnection Agreement (“Agreement”). The Second Amendment incorporates in the Agreement Appendix DSL (including Line Sharing or HFPL) and the associated Pricing Table. The Third Amendment adds rater/reference language to the Appendix OS and the associated Pricing Table, and the Fourth Amendment adds DA rater/reference language and the associated Pricing Table.**

**Case No. U-12875**

**Ameritech Michigan  
(interconnection agreement)**

**On January 22, 2002 Ameritech Michigan submitted, on an informational basis, to the Michigan Public Service Commission a Notice of Termination to the Interconnection Agreement (“Agreement”) between SBC Ameritech and Mission Networks, LLC (“Mission”). The Notice indicates that Mission, because it has no customers in Michigan, requested cancellation and termination of the Agreement effective December 13, 2001.**

**Case No. U-13217**

**KMC Telecom Holdings Inc and Ameritech Michigan  
(interconnection agreement)**

**On January 22, 2002 KMC Telecom Holdings, Inc., on behalf of its subsidiaries KMC Telecom II, Inc., KMC Telecom III, Inc., and KMC Telecom V, Inc. (collectively, "KMC") and Ameritech Michigan jointly applied to the Michigan Public Service Commission for approval of the revised pricing schedules to three (3) interconnection agreements, each executed as of June 5, 2001, between KMC and Ameritech Michigan. The parties state that the revised pricing schedules, dated February 21, 2001 and April 3, 2001 were attached to the Agreements when they were executed by the parties as of June 5, 2001, but were inadvertently omitted from the Agreements when they were filed on December 20, 2001.**

**Case N. U-13256  
TC3 Telecom Inc v Verizon  
(reciprocal compensation dispute)**

**On January 14, 2002 TC3 Telecom, Inc. ("TC3") filed a complaint with the Michigan Public Service Commission alleging that Verizon has failed to pay to TC3 reciprocal compensation for the termination of its traffic on TC3's network. TC3 states that although the parties' Interconnection Agreement establishes that each party must pay reciprocal compensation to the other on a minute of use basis, Verizon has taken the position that Internet Service Provider-bound traffic is Interstate traffic and not subject to reciprocal compensation. TC3 claims that the total disputed amount is \$231,515.91.**

**Case No. U-13258  
Zenk Group LTD d/b/a Planet Access and Ameritech Michigan  
(interconnection agreement)**

**On January 16, 2002 Zenk Group LTD, d/b/a Planet Access ("Planet Access") and Ameritech Michigan jointly applied to the Michigan Public Service Commission ("Commission") for approval of their Interconnection Agreement executed as of October 5, 2001 and the First (Mi2A) Amendment. The parties state that Planet Access requested the sectional adoption of terms and conditions of the interconnection agreement dated September 18, 2000 between Ameritech Michigan and Coast to Coast Telecommunications, Inc., including the Appendix DSL for line sharing or HFPL, ("Coast Agreement") that was approved by the Commission in an order issued on October 24, 2000 in Case No. U-12382, and the revised pricing schedules dated January 20, 2001, February 21, 2001, and April 3, 2001. The parties also state that the Negotiated Reciprocal Compensation Appendix is a negotiated document that replaces the Reciprocal Compensation section included in the Coast Agreement. Further, the parties state that they "understand and agree that they are not currently operating under an existing and approved interconnection agreement in Michigan, but have filed contemporaneously with this Joint Application, an Interconnection Agreement recently**

executed by the Parties, and that the Mi2A Amendment will not become effective prior to the effective date set forth in such Interconnection Agreement. The Agreement has an initial term that expires on September 28, 2003.

**Case No. U-13261**

**Culver Services v Lightwave**

**(consumer complaint: slamming)**

On January 16, 2002 Culver Services (“Complainant”) filed a formal complaint with the Michigan Public Service Commission alleging that Lightwave switched its long distance telephone service without authorization. Complainant seeks reimbursement for out-of-pocket expenses totaling \$250.00, the imposition of fines and the entry of a cease and desist order against Lightwave.

**Case No. U-13262**

**New Directions for Better Living PC v M Power Communications**

**(consumer complaint: slamming)**

On January 16, 2002 New Directions for Better Living P.C. filed a formal complaint with the Michigan Public Service Commission alleging that M Power Communications (“M Power”) switched its local and long distance service without authorization. Complainant seeks reimbursement for out-of-pocket expenses, the imposition of fines and the entry of a cease and desist order against M Power.

**Case No. U-13263**

**Drenthe Telephone Company**

**(amended license)**

On January 16, 2002 Drenthe Telephone Company (“Drenthe”) applied to the Michigan Public Service Commission for approval to (1) offer expanded local calling to the Borculo, Jamestown, Hamilton, Holland, and Hudsonville exchanges, and (2) implement a revenue-neutral adjustment in its basic local exchange rates related to the providing of such expanded local calling. In testimony filed with the application, Drenthe indicates that the ability to offer local calling in the Jamestown and Hamilton exchanges will enable Drenthe to “remedy a public relations problem that has arisen since the implementation of the expanded local calling provision of the Michigan Telecommunications Act”, and will allow Drenthe to provide service with “a substantially enhanced value.” Drenthe also claims that expansion of its local calling area to include the Borculo, Holland and Hudsonville exchanges, will enable its customers to make a local call to approximately 45,000 additional access lines, which will “greatly improve customer service” and “help Drenthe compete with other telecommunication providers in the area.”

**Case No. U-13264  
Sure-Tel Inc and Ameritech Michigan  
(interconnection agreement)**

**On January 17, 2001 Sure-Tel, Inc. (“Sure-Tel”) and Ameritech Michigan jointly applied to the Michigan Public Service Commission for approval of their Interconnection Agreement executed as of November 16, 2001, including the Mi2A and First Amendments. The parties state that Sure-Tel requested the sectional adoption of terms and conditions of the interconnection agreement dated September 18, 2000 between Ameritech Michigan and Coast to Coast Telecommunications, Inc., including the Appendix DSL for line sharing or HFPL, (“Coast Agreement”) that was approved by the Commission in an order issued on October 24, 2000 in Case No. U-12382. The parties also state that the Negotiated Reciprocal Compensation Appendix is a negotiated document that replaces the Reciprocal Compensation section included in the Coast Agreement. Further, the parties state that they “understand and agree that they are not currently operating under an existing and approved interconnection agreement in Michigan.” They state, however, that they have filed contemporaneously with this Joint Application an Interconnection Agreement recently executed by the parties, and that the Mi2A Amendment will not become effective prior to the effective date set forth in such Interconnection Agreement. The First Amendment incorporates into the Agreement the rates, terms and conditions approved by the Commission in Case Nos. U-11831 and U-12696. The Agreement has an initial term that expires on September 28, 2003.**

**Case No. U-13267  
Ambrose International v Analog & Digital Network and Integretel  
(consumer complaint: unauthorized charges)**

**On January 17, 2002, Ambrose International (“Complainant”), of Troy, filed a formal complaint with the Michigan Public Service Commission alleging that Analog & Digital Network and Integretel (“Integretel”) charged Complainant \$30.00 plus taxes on each telephone bill issued from February through June of 2000 for “Multitask VM which was identified by Integretel as a personal toll-free number with a voice mail service.” Complainant states that it neither ordered nor authorized this service. Complainant seeks a refund of any overcharges, the reimbursement of out-of-pocket expenses, the imposition of fines (50% of which to be paid to Complainant) and the entry of a cease and desist order against Integretel.**

**Case No. U-13268  
Leslie Masters v Zero Plus Dialing Inc  
(consumer complaint: unauthorized charges)**

**On January 17, 2002 Leslie Masters (“Complainant”), of Berkley, filed a formal complaint with the Michigan Public Service Commission against Zero Plus Dialing, Inc. for**

**unauthorized toll charges in the amount of \$5.20. Complainant seeks reimbursement of her out-of-pocket expenses of \$315.20, the imposition of fines (50% of which to be paid to Complainant) and the entry of a cease and desist order against Zero Plus Dialing, Inc.**

**Case No. U-13269**

**Raymond Cochran v Ameritech Michigan  
(consumer complaint: privacy rights)**

**On January 18, 2002 Raymond Cochran (“Complainant”), of Farmington Hills, filed a formal complaint with the Michigan Public Service Commission (“Commission”) alleging that Ameritech Michigan and Ameritech Publishing, Inc. (collectively, “Ameritech”) has “engaged in a four year campaign of harassment, violation of the privacy rights of the Complainant” by continuing to “publish and disseminate the Complainant’s private information” and sell Complainant’s unlisted telephone number to telemarketers and other telephone directory publishers, despite a Commission order dated August 20, 1998 to cease and desist from such practice. Complainant seeks additional punitive damages in the amount of \$630,000.00 and the imposition of fines against Ameritech.**

**Case No. U-13270**

**Josephine and Charles Kessler v Long Distance of Michigan  
(consumer complaint: slamming)**

**On January 23, 2002 Josephine and Charles Kessler (“Complainants”), of Huntington Woods, filed a formal complaint with the Michigan Public Service Commission alleging that Long Distance of Michigan, Inc. (“LDMI”) switched their long distance service without authorization. Complainants seek reimbursement of out-of-pocket expenses, the imposition of fines (50% of which to be paid to Complainant) and the entry of a cease and desist order against LDMI.**

**Case No. U-13272**

**CenturyTel Solutions LLC and Ameritech Michigan  
(interconnection agreement)**

**On January 24, 2002 CenturyTel Solutions, LLC (“CenturyTel”) and Ameritech Michigan jointly applied to the Michigan Public Service Commission (“Commission”) for approval of a multi-state Interconnection Agreement executed as of November 12, 2001 between various SBC Communications, Inc.-owned companies, including Ameritech Michigan. The parties state that CenturyTel requested the sectional adoption of the terms and conditions of the interconnection agreement executed January 12, 2001 between Level 3**

**Communications, LLC and Ameritech Michigan that was approved by the Commission in an order issued on February 5, 2001 in Case No. U-12460 (“Level 3 Agreement”). The parties further state that the Negotiated Reciprocal Compensation Appendix is a negotiated document that replaces the Reciprocal Compensation Appendix included in the Level 3 Agreement.**

**Case No. U-13273**

**McLeodUSA Telecommunications Services Inc v Charter Township of Monitor  
(right-of-way dispute)**

**On January 25, 2002 McLeodUSA Telecommunications Services, Inc. (“McLeodUSA”) filed a complaint with the Michigan Public Service Commission against the Charter Township of Monitor (the “Township”) regarding controversy as to the lawfulness, effectiveness, and enforceability of certain provisions of the permit granted by Monitor to McLeodUSA’s predecessor BRE Communications, Inc. to occupy public rights-of-way in the Township, the conditions of the Township’s purported revocation thereof, and the right of the Township to effect the removal of the telecommunications facilities that occupy public right-of-way in the Township under the permit. Specifically, one provision of the permit establishes annual fees which amounted to \$7,364.40, although the Township has not demonstrated that it was or is incurring at least \$7,364.40 per year in actual fixed and variable costs for maintaining those portions of its rights-of-way used and occupied by McLeodUSA. McLeodUSA states that because its facilities in the right-of-way are all aerial and require no maintenance or inspection by the Township, and thus have no effect on the right-of-way and do not cause the Township to incur any costs. McLeodUSA states that it has refused to accede to the unlawful fees the Township seeks to impose and has notified the Township that the fees are inconsistent with the Michigan Telecommunications Act the Township, however, the Township has “clearly stated its intention to remove McLeodUSA’s facilities from the public right-of-way on or after March 30, 2002. McLeodUSA requests that the Commission order the Township to cease and desist from making further threats and/or taking any action to move its facilities from the right-of-way until further order from the Commission.**

**Case No. U-13275**

**Ann Virgil v Ameritech Michigan  
(consumer complaint: unauthorized charges)**

**On January 28, 2002 Ann Virgil (“Complainant”), of Hazel Park, filed a formal complaint with the Michigan Public Service Commission against Ameritech Michigan for unauthorized charges in the amount of \$230.30. Complainant seeks reimbursement of her total economic loss of \$675.00, the imposition of fines and the entry of a cease and desist order against Ameritech.**

\* \* \*

**PSC NOTICES OF OPPORTUNITY FOR COMMENT**

**Case No. U-13238  
Baraga Telephone Company  
(TSLRIC study)**

On December 26, 2001 Baraga Telephone Company ("Baraga") filed an application with the Michigan Public Service Commission ("Commission") for approval of a total service long run incremental cost study. The Commission has directed Baraga to issue by January 22, 2002 a notice of opportunity to comment upon its request to the State of Michigan Attorney General and to all licensed local exchange companies and facility-based interexchange companies operating in Michigan as of January 15, 2002. Written comments must be filed with the Commission no later than 5:00 p.m. on February 26, 2002, with reply comments due on March 5, 2002.

**Case No. U-13241  
Allegiance Telecom of Michigan Inc  
(amended license)**

On December 28, 2001 Allegiance Telecom of Michigan, Inc. ("Allegiance") filed an application with the Michigan Public Service Commission ("Commission") to amend the geographic service area of its license to provide basic local exchange service to include all zones and exchanges in Michigan presently served by Ameritech Michigan and Verizon North, Inc. The Commission has directed Allegiance to issue a notice of opportunity to comment regarding its request by January 29, 2002. Written comments must be filed with the Commission no later than 5:00 p.m. on February 19, 2002.

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**SCHEDULED MPSC MEETINGS FOR JANUARY 2002**

|                  |                 |           |
|------------------|-----------------|-----------|
| February 1, 2002 | Regular Meeting | 9:00 a.m. |
|------------------|-----------------|-----------|

|                   |                 |           |
|-------------------|-----------------|-----------|
| February 25, 2002 | Regular Meeting | 4:00 p.m. |
|-------------------|-----------------|-----------|

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