

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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**In the Matter of the Complaint of ICG)
Telecom Group, Inc. Against Ameritech)
Ohio Regarding the Payment of Reciprocal)
Compensation.)**

Case No. 97-1557-TP-CSS

**TCG OHIO'S
REPLY TO AMERITECH'S MEMORANDUM CONTRA**

TCG Ohio ("TCG") hereby replies to Ameritech Ohio's memorandum contra TCG's motion to intervene. Ameritech filed its memorandum on January 8th. Ameritech does not object to TCG being granted intervention. Memo at 1. Ameritech does claim that the interconnection language in Ameritech's agreement with TCG is not relevant to this case. Memo at 2. Ameritech believes that TCG should be limited to addressing whether traffic to internet service providers ("ISPs") is local for purposes of reciprocal compensation.

Ameritech would have this Commission draw an impossibly fine line at this early stage of the case. As TCG already pointed out in its motion to intervene, Ameritech's interconnection agreement with TCG designates that local traffic is "as defined by the Commission." Agreement §1.43; TCG Memo. in Support of Motion at 2. Ameritech does not dispute this fact.

Accordingly, it would be an inappropriate act of reality denial for the Commission to be constrained against at least noting (in any order) certain facts applicable to TCG which are similar or identical to facts applicable to ICG. Certainly, O.R.C. §4903.09, which requires findings of fact, does not necessitate the position advanced by Ameritech. The better course of

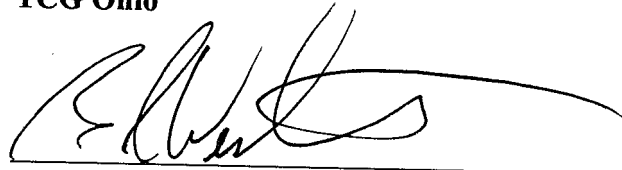
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action is for the parties to advance their arguments, including relevancy issues, at any hearing and on brief, so that the Commission may rule in light of the context at the time. Moreover, Ameritech itself has conducted discovery on TCG, which is an action contrary to its position that TCG-specific facts are irrelevant.

To conclude, Ameritech would unnecessarily limit the Commission's discretion, contrary to intervention under O.R.C. §4903.221 and decision-making under O.R.C. §4903.09. The better course of action is for the Commission to determine any limits on relevancy as the case proceeds, when the circumstances are ripe.

Respectfully submitted,

TCG Ohio



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Memorandum Contra is being served
this 14 day of January 1998, by first class mail upon the persons listed below.



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