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FEDERAL COMMUNICATIONS DIV
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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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

**MOTION TO INTERVENE
OF
BROOKS FIBER COMMUNICATIONS OF OHIO, INC.**

Brooks Fiber Communications of Ohio, Inc. ("Brooks"), moves the Public Utilities Commission of Ohio ("Commission") to grant its motion to intervene in this proceeding pursuant to Ohio Administrative Code ("OAC") Rule 4901-1-11 for the reasons given in the Memorandum in Support below.

MEMORANDUM IN SUPPORT

On November 26, 1997 ICG Telecom Group, Inc. ("ICG") filed a complaint concerning Ameritech Ohio's refusal to pay reciprocal compensation for local traffic involving enhanced service providers in violation of the interconnection agreement between the parties and approved by the Commission ("ICG Complaint"). Brooks Fiber Communications of Ohio, Inc. ("Brooks") currently serves Internet service providers ("ISPs"). Brooks' and Ameritech Ohio's interconnection agreement was approved by the Commission in Case No. 96-828-TP-NAG on November 7, 1997. The provision in the Brooks/Ameritech interconnection agreement, 5.7 "Reciprocal Compensation Arrangements---Section 251 (b) (5)" is virtually identical to the provision cited by ICG on page 2 of its Complaint.

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Technician Jim Scheffler Date Processed 12-23-97

On July 3, 1997, Thomas J. Lamb wrote Marty Clift, Director of Regulatory Affairs for Brooks, a letter similar to the one sent to ICG (please refer to Attachment A). The letter referred to "interconnection agreements, stating that Ameritech intended to interpret Section 5.7.1 of the agreements as not applying to ISP traffic. Ameritech Ohio has not yet withheld payments for ISP traffic, undoubtedly because to date the Brooks ISP accounts are small and virtually undetectable. However as clearly stated in the letter, and as has been Ameritech's position with respect to Brooks ISP traffic in Michigan, Ameritech will not honor the interconnection provisions by paying for terminating ISP traffic on Brooks' system. Brooks therefore has reason to believe that when ISP traffic becomes significant on its Ohio system or when Ameritech detects the Ohio ISP traffic, it will refuse to pay for terminating ISP traffic.

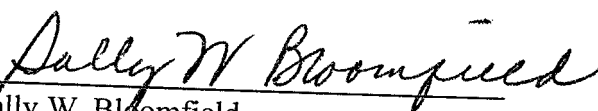
For the same reasons given in the ICG Complaint, Brooks believes that the Commission should find that if Ameritech Ohio refuses to pay for terminating traffic at ISP locations as local traffic, it violates the Commission's rules and orders as well as the Commission-approved interconnection agreement and should immediately direct Ameritech Ohio to include the traffic to ISPs in its reciprocal compensation payments.

Brooks, by virtue of having been threatened by Ameritech Ohio with the same conduct as has been visited upon ICG and having already experienced in Michigan exactly the same improper treatment, has a real and substantial interest in this Complaint and in the resolution of this issue which has generic application.

In fact, Brooks believes that the issue presented by ICG is one that should be resolved in a proceeding which is generic in nature since the issues presented in the ICG Complaint are largely legal and should be addressed on an industry wide basis. Brooks' participation will contribute to a just and expeditious resolution and may in the future preclude a second complaint

proceeding brought by Brooks for the same improper activity by Ameritech Ohio. Rather than delay the resolution of this issue, Brooks' participation will assist in a more expeditious resolution and will not prejudice Ameritech Ohio.

Respectfully submitted on behalf of
BROOKS FIBER COMMUNICATIONS OF OHIO, INC.



Sally W. Bloomfield
BRICKER & ECKLER, LLP
100 South Third Street
Columbus, Ohio 43215-4291
614/227-2368

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the Motion To Intervene has been served upon the following parties listed below by hand delivery, fax or regular U.S. mail, postage prepaid, this 22nd day of December, 1997.

Boyd B. Ferris
Muldoon & Ferris
2733 West Dublin Granville Road
Columbus, Ohio 43236-2798

Jon F. Kelly
Ameritech Ohio
150 East Gay Street, Suite 19S
Columbus, Ohio 43215

Bruce J. Weston
169 West Hubbard
Columbus, Ohio 43215

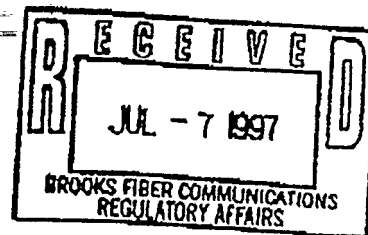

Sally W. Bloomfield

BROOKS FIBER COMMUNICATIONS OF OHIO, INC.
INTERVENTION

Information Industry Services
350 North Orleans
Floor 3
Chicago, IL 60654

Ameritech

July 3, 1997



Mr. Martin Cliff
Director of Regulatory Affairs
Brooks Fiber Properties, Inc.
2855 Oak Industrial Drive
NE Grand Rapids, MI 49506

Dear Mr. Cliff:

It has come to our attention that Brooks Fiber Properties has been billing Ameritech for Reciprocal Compensation for non-Local Traffic in error. Although Ameritech is not yet able to identify the total amount of such non-Local Traffic, Ameritech believes that Brooks Fiber Properties has been terminating traffic destined for Internet Service Providers and has been incorrectly billing Ameritech Reciprocal Compensation for this traffic.

As such, we feel it important to remind you of the billing terms regarding Reciprocal Compensation as stated in the Interconnection Agreements between our respective companies. According to Section 5.7.1 of the Interconnection Agreements, Reciprocal Compensation *only applies* to Local Traffic terminated on the terminating party's network. In addition, Section 5.7.2 specifically provides that Reciprocal Compensation arrangements in the Interconnection Agreement[s] *do not apply* to Exchange Access Service. Traffic destined for Internet Service Providers is Exchange Access Traffic and therefore under our Interconnection Agreement, Reciprocal Compensation does not apply to this type of traffic. Instead, this traffic would be subject to the Meet-Point Billing Arrangements in Article VI of the Interconnection Agreements had the FCC not exempted such traffic from access charges.

In order to rectify any Reciprocal Compensation billing discrepancies, it is imperative that we immediately discuss a process for identifying all non-Local Traffic for which either company has incorrectly paid Reciprocal Compensation to the other company. Once the amount of incorrect payments is identified in accordance with our Interconnection Agreements (Section 27.5.1), Ameritech expects that each party will reimburse or credit the other party for any incorrectly paid Reciprocal Compensation.

Mr. Martin Cliff
July 8, 1997
Page Two

Ameritech estimates that approximately 36.44% of Brooks Fiber Properties' Reciprocal Compensation billings for Michigan incorrectly include traffic destined for Internet Service Providers. On a going-forward basis, Ameritech will not pay this percentage of Brooks Fiber Properties' bills for Reciprocal Compensation in Michigan. Of course, this would be subject to further adjustments once Ameritech is able to determine the actual amounts that have been incorrectly billed. Similarly, Ameritech will show an interim credit of a determined percentage on Ameritech's Reciprocal Compensation billings to Brooks Fiber Properties to reflect any amounts that Ameritech may have incorrectly billed to Brooks Fiber Properties. Pursuant to Article XVIII of our Interconnection Agreements, Ameritech is willing to discuss appropriate resolution of any disputed amounts, including entering into an appropriate escrow agreement upon mutually-agreeable terms and conditions under which both Parties would pay these disputed amounts into an escrow account pending a determination of the specific amounts that have been paid in error by either Party.

We hope that this clarifies the billing procedures for Reciprocal Compensation. If you have any questions about this matter, please call Kay Heltsley, at 810-948-0375 or Sue Springsteen, at 248-424-0758.

Sincerely,

Thomas J. Lamb

Thomas J. Lamb
Vice President, Finance

(TJL)

cc: President, Brooks Fiber Properties, Inc.
Regional Vice-President, Brooks Fiber Properties, Inc.