

file

3

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

RECEIVED-DOCKETING DIV
98 JAN 16 AM 11:37

PUCO

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

REPLY TO
MEMORANDUM CONTRA MOTION TO INTERVENE
OF
BROOKS FIBER COMMUNICATIONS OF OHIO, INC.

Brooks Fiber Communications of Ohio, Inc. ("Brooks"), replies to the Memorandum Contra of Ameritech Ohio ("Memo Contra") filed with the Public Utilities Commission of Ohio ("Commission") on January 8, 1998.

In its Memo Contra, Ameritech Ohio states that it has no objection to the Public Utilities Commission of Ohio ("Commission") granting Brooks' intervention for the purpose of addressing the general issues relating to whether Internet service provider ("ISP") traffic is exchange access or local traffic for reciprocal compensation purposes, but urges the Commission to clarify that the language of the individual interconnection agreements between Ameritech Ohio and Brooks is not an appropriate or relevant subject for this ICG complaint. In the case of Brooks, the language is virtually identical to the language in the interconnection contract with ICG. To the extent that this language is the subject matter of the ICG complaint, Brooks therefore has a substantial interest.

Ameritech Ohio also stated that Brooks does not appear to have a current dispute with Ameritech Ohio. Brooks takes issue with this statement. In its letter of July 3, 1998, attached to Brooks' motion to intervene, Ameritech Ohio stated:

462535v1

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician JW Date Processed 1-20-98

According to Section 5.7.1 of the Interconnection Agreements, Reciprocal Compensation arrangements *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 Traffic.

Brooks has two interconnection agreements, one governing Michigan and the other governing Ohio. Therefore, Ameritech Ohio has clearly stated its intent with respect to treatment of Ohio ISP traffic in the July 3, 1997 letter and thus Brooks does have a "current dispute".

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 Reply to the Memorandum Contra 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 16th day of January, 1998.

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

Michael T. Mulcahy
Ameritech Ohio
43 Erieview Plaza - Suite 1400
Cleveland, Ohio 44114

Daniel R. Conway
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

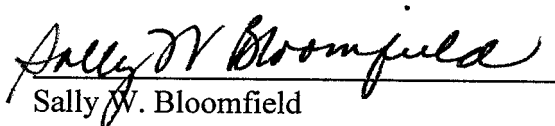
Marsha Rocky Schermer
Vice President, Regulatory - Midwest Region
Time Warner Communications of Ohio, L.P.
65 E. State Street, Suite 1800
Columbus, Ohio 43215

Roger P. Sugarman
Kegler, Brown Hill & Ritter
65 East State Street
Columbus, Ohio 43215-4294

Judith B. Sanders
Bell Royer & Sanders Co., LPA
33 south Grant Avenue
Columbus, Ohio 43215-3927

Matthew H. Berns
MCI Telecommunications Corporation
205 North Michigan Avenue
Chicago, Illinois 60601

Bruce J. Weston
169 West Hubbard
Columbus, Ohio 43215


Sally W. Bloomfield