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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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DOCKETING DIVISION
Public Utilities Commission of Ohio

In the Matter of the Complaint of Time)
Warner AxS of Ohio, L.P. and Time)
Warner Communications of Ohio, L.P.,)
Complainants,)
v.)
Ameritech Ohio,)
Respondent.)
Relative to Alleged Unjust and)
Unreasonable Rates and Charges.)

Case No. 96-66-TP-CSS

AMERITECH OHIO'S REPLY COMMENTS

Ameritech Ohio submits these Reply Comments to the comments filed concerning the interconnection agreement ("agreement") between Ameritech Ohio and Time Warner Communications of Ohio, L.P. ("Time Warner"). This interconnection agreement was submitted by the parties to the Commission for approval in accordance with Section 252(e) of the Telecommunications Act of 1996 ("Act").¹ No commentor requested

¹ Certain portions of the Listing and Directory Services Agreement relating to unregulated yellow page services were not submitted for Commission approval. Those sections were redacted before the agreement was filed. Upon review of the Agreement, one additional section of the Agreement (Section 3.2.3) relates to yellow pages and is being submitted for Commission approval. In addition, a Meet Point Billing Agreement was filed for Commission approval pursuant to the recent Ohio legislation. S.

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that the agreement be rejected or modified and the City of Columbus ("Columbus") and the Office of the Consumers' Counsel ("OCC") have recommended approval.² The agreement meets the criteria for approval set forth in the Telecommunications Act of 1996 ("Act") and the Commission should approve the agreement before the August 1, 1996 statutory deadline.

The agreement does not discriminate against a telecommunications carrier not a party to the agreement nor is it inconsistent with the public interest, convenience and necessity. As noted by several of the commentors, the agreement does not foreclose other carriers from negotiating an interconnection agreement that is better suited to their business needs. Carriers can also elect to obtain interconnection with Ameritech Ohio pursuant to the same terms and conditions as those provided in the agreement. The Commission should approve the interconnection agreement before the August 1, 1996 statutory deadline.

B. 306. Ameritech Ohio does not believe that Commission approval of that agreement is required under the Telecommunications Act of 1996.

² Columbus, p.1; OCC, p. 2.

Section 271 Issues Should Be Addressed In Other Proceedings.

The Commission also provided interested parties with the opportunity to express their views as to whether the interconnection agreement fulfills the criteria of Sections 271(c)(1)(a) and/or 271(c)(2)(B) of the Act.³ The Section 271 questions posed by the Commission are not part of the approval process for the interconnection agreement. Rather the questions were presented as an opportunity for the Commission to obtain information that may be useful in meeting the Commission's consultive role under the Act when Ameritech files with the Federal Communications Commission ("FCC") for authority to offer interLATA service in Ohio.⁴ The Entry permitting the comments to be filed noted that receiving comments at this time would be "practical and beneficial".⁵

The Commission's first area of inquiry involves Section 271(c)(1)(A) which requires the presence of a competing facilities based provider. As an initial matter, the agreement specifies "the terms and conditions" under which Ameritech Ohio

³ July 12, 1996 Entry at p. 3.

⁴ Before the FCC makes a determination regarding Ameritech's Section 271 application for Ohio it must consult with this Commission "to verify the compliance of the Bell operating company with the requirements of subsection (c)." Section 271(d)(2)(B).

⁵ July 12, 1996 Entry at p. 3.

will "provide[e] access and interconnection to its network facilities" to Time Warner. Further, Time Warner has consistently indicated both in this and in its certification case that it intends to be a facilities based provider to residence and business customers. However, Ameritech Ohio does not believe that Time Warner is currently providing telephone exchange service to any customers within Ohio. Moreover, Ameritech Ohio is not presently providing access and interconnection to Time Warner, although it will do so pursuant to the terms and conditions of the interconnection agreement if approved by the Commission. As a result, a discussion of whether this agreement with Time Warner meets the criteria of Section 271(c)(1)(A) is premature.

The Commission has also sought views on whether the agreement fulfills the criteria of Section 271(c)(2)(B) of the Act. That Section contains the fourteen point competitive checklist and requires that such access and interconnection be "provided or generally offered" by Ameritech Ohio. The information sought in this case appears to be a small subset of the information which will be requested in the recently opened proceeding on the competitive checklist and Section 271.⁶

⁶ Case No. 96-702-TP-COI.

Ameritech Ohio believes that the checklist items that Time Warner has requested meet the criteria of Section 271(c)(2)(B) and that Time Warner has the ability under the agreement to request additional items. Ameritech Ohio is prepared to explain its position on checklist compliance in detail in the Section 271 proceeding and to conclusively demonstrate compliance as part of its application for interLATA authority.⁷

Ameritech Ohio agrees with AT&T and MCI that competitive checklist issues should not be addressed in this case.⁸ The scope of examination for checklist compliance may encompass more than an examination of one interconnection agreement. Other relevant information can be expected in proceedings filed to comply with the Act, other negotiated or arbitrated agreements approved by the Commission pursuant to Section 252(e), Ameritech Ohio tariff filings, a Section 252(f) statement of generally available terms approved by the Commission and Ameritech's Section 271 application for long distance

⁷ Ameritech Ohio does not agree with many of the arguments filed in this case concerning various commentators' interpretations of Section 271 and will address those arguments as they are raised in the Section 271 proceeding. For example, Sprint has argued that the checklist can only be met if all the checklist items are contained in one agreement. Sprint, p.4. Sprint does not cite any support or explain its novel theory. In fact, the Act contains no such requirement. The adoption of this theory would permit competitors to frustrate the purpose of the Act by insisting that one checklist item should not be part of the agreement.

⁸ AT&T, p. 4; MCI, p. 2.

authority filed with the FCC. The new Section 271 case will also provide an opportunity to address checklist compliance.

As the Commission's new Section 271 proceeding reflects, administrative efficiency will not be served by having Ameritech Ohio and other interested companies provide limited responses on Section 271 issues in the context of approval of an individual agreement, only to have them repeat and expand their responses in the Commission's Section 271 proceeding. Ameritech Ohio intends on fully participating in the Commission's Section 271 proceeding and will provide information as that case moves forward concerning its compliance with Section 271. Since the questions posed in this case are for information gathering only, Ameritech Ohio will provide such information in the Section 271 proceeding.

Ameritech Ohio requests that the Commission issue a ruling approving the interconnection agreement between Ameritech Ohio and Time Warner pursuant to the Act.

Respectfully submitted,

AMERITECH OHIO

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Ameritech Ohio's Reply Comments has been served upon counsel for all parties as shown on the attached service list by regular U.S. mail, postage prepaid, this 24th day of July, 1996.

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CASE NO. 96-66-TP-CSS

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