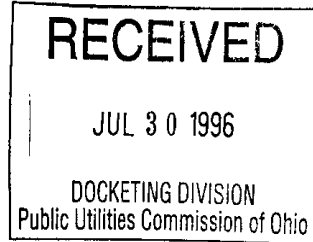


FILE

10

July 30, 1996



Gary E. Vigorito
Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43266-0573

RE: **Time Warner/Ameritech Ohio Interconnection Agreement;
PUCO Case No. 96-66-TP-CSS**

Dear Secretary Vigorito:

Please find enclosed for filing revised pages 1, 14, 31, 40 and page 3 of Schedule 3.0 of the Interconnection Agreement between Ameritech Ohio and Time Warner Communications of Ohio, L.P. A bold and strike-through version of the pages is also included for your convenience. The revisions correct typographical errors and in one instance (Section 6.8) provide clarification of the parties' intent. In addition, the parties wish to clarify that the execution date for the Listings and Directory Services Agreement is July 12, 1996.

Respectfully submitted,

Michael T. Mulcahy /sgr
Michael T. Mulcahy
On Behalf of Ameritech Ohio

Samuel C. Randazzo
Samuel C. Randazzo
For Time Warner Communications
of Ohio, L.P.

SCR:dar
Enclosures

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 *Jean Scheuple* Date Processed *7-31-96*

format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subsume Ameritech access Tandems.

6.6 Originating Feature Group B calls shall be delivered to Ameritech's Tandem using the interLATA trunk groups.

6.7 Meet-Point billing arrangements between the Parties for jointly-provided Exchange Access on Meet-Point Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet-Point Billing and shall be billed at each Party's applicable switched access rates.

6.8 In the case of IXC traffic terminating to ported numbers, the Parties shall, unless IXC actual minutes of use can be measured, account for access revenue by using verifiable minutes of use reported on the applicable ARMIS Report at the total IXC access rates applicable to the non-terminating Party less the meet point billing access rates applicable to such Party, with no other subtractions.

6.9 The meet-point billing process in accordance with Section 6.7 above shall apply to all Toll Free Service calls where the provider is an IXC. Each Party shall be responsible for billing its portion of the charges described herein.

6.10 If any Party provides intermediary functions for Exchange Access service connection between an IXC and other Party, each Party shall provide their own Exchange Access services to the IXC on a meet point basis. The meet point billing arrangement shall be through the multiple bill. Each Party shall bill its own network access services rates to the IXC with the exception of the residual interconnection charge. The residual interconnection charge, if any, shall be billed by the Party providing the End Office function.

6.11 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article VI shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE VII COMPENSATION FOR TELEPHONE EXCHANGE SERVICE AND EXCHANGE ACCESS TRAFFIC

7.1 Measurement and Billing.

7.1.1 The Parties shall provide CCIS to one another in conjunction with all trunk groups where applicable. TWC may establish CCIS Interconnections either directly or through a third party. The Parties shall exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own

24.2 Expansive Controls. Where the capability exists, originating or terminating traffic rerouting may be implemented by a Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall only be used when the Parties mutually agree.

24.3 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.

24.4 Network Harm. Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality to service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

24.5 Performance, Forecast, Planning And Standards Committee. The Parties performance and administration of this Article XXIV shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE XXV

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR ANY APPLICABLE TARIFF, IF ANY, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER THIS AGREEMENT OR AS CONTEMPLATED BY THIS AGREEMENT. IN THE CASE OF ACCESS TO NETWORK ELEMENTS, THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XXVI

CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff or contract referenced herein or as otherwise agreed by the Parties, no cancellation charges shall be imposed upon, or payable by, either Party.

representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- c. If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after referral of the dispute pursuant to Article XXXIV of this Agreement, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- d. The Parties agree that all negotiations pursuant to this Section 35.5 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- e. Any amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

35.6 No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

35.7 **Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

35.8 **Most Favored Nation – Section 252(i).**

- a. If Ameritech enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 (e)(1) of the Act or filed a tariff or is subject to an order of the Commission or the FCC which provides for the provision of arrangements covered in this Agreement within the State of Ohio to another requesting Telecommunications Carrier, including itself or its Affiliate, Ameritech shall make available to TWC such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement or tariff. At its sole option, TWC may avail itself of either (i) the Other

V. RECIPROCAL COMPENSATION

- A. Subject to terms and conditions of B below, the Parties shall compensate each other for the transport and termination of Local Traffic at the following rates:

Tandem Rate	End Office Rate
\$.009 per minute of use	\$.007 per minute of use

- B. For the twenty-four month period (or fraction thereof if this Agreement expires or terminates earlier) beginning July 1, 1997 and each twenty-four month period thereafter (or fraction thereof if this Agreement expires or terminates earlier) (each a "Calculation Period"), each Party shall aggregate the actual billing record minutes of use of Local Traffic (excluding Transit Traffic) that has been terminated by the other Party during such Calculation Period at its (i) Tandem Switch(es) ("Tandem Local Traffic") and (ii) End Office Switches ("EO Local Traffic").

If the POI between the Parties is at an Ameritech Tandem Office, the Parties shall reciprocally pay the Tandem Local Traffic Rate. If the POI between the Parties is at an Ameritech End Office, the Parties shall reciprocally pay the End Office Local Traffic Rate; provided, that if the Parties have a bona fide dispute as to whether Local Traffic had terminated at a Party's Tandem Switch or End Office Switch, such traffic shall be deemed to be EO Local Traffic.

Within thirty (30) days after the end of a Calculation Period, each Party shall calculate the total dollar amount of Local Traffic it terminated for the other Party during the Calculation Period (its "Terminated Traffic Amount") which shall be equal to the sum of its EO Local Traffic times \$0.007 plus its Tandem Local Traffic times \$0.009.

The Parties shall then calculate the "Imbalance Amount" which shall be equal to the Terminated Traffic Amount of the Party with the greater Terminated Traffic Amount minus the other Party's Terminated Traffic Amount.

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and revised document: C:\SEBCHO\6168886.5

Comparison file found 7 change(s) in the text
Comparison file found 1 change(s) in the notes

Deletions appear as struck-through text
Additions appear as bold + del underlined text

EXECUTION COPY

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATION ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement") is executed this ___ day of July 1996 (the "Execution Date") by and between Time Warner Communications of Ohio, L.P., a limited partnership formed under the laws of the state of Delaware with offices at 1266 Dublin Road, Columbus, Ohio 43216 ("TWC") and Ameritech Information Industry Services, a division of Ameritech Services, Inc, a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, IL 60654, on behalf of The Ohio Bell Telephone Company d/b/a Ameritech Ohio ("Ameritech").

RECITALS AND PRINCIPLES

- A. Ameritech is an Incumbent Local Exchange Carrier and Bell Operating Company, as defined by the Act, authorized to provide certain telecommunications services within the Territory.
- B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within the Territory.
- C. TWC has been granted authority to provide local Telephone Exchange Service within the Territory and is a Local Exchange Carrier as defined by the Act.
- D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, promote the policies contained in the Act and Section 4927.02, Ohio Revised Code, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend Ameritech access Tandems.

6.6 Originating Feature Group B calls shall be delivered to Ameritech's Tandem using the interLATA trunk groups.

6.7 Meet-Point billing arrangements between the Parties for jointly-provided Exchange Access on Meet-Point Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet-Point Billing and shall be billed at each Party's applicable switched access rates.

6.8 In the case of IXC traffic terminating to FWG's ported numbers, the Parties shall, unless IXC actual minutes of use can be measured, account for access revenue by using verifiable minutes of use reported on the applicable ARMIS Report at the total IXC access rates applicable to Ameritech ~~the non-terminating Party~~ less the meet point billing access rates applicable to Ameritech such Party, with no other subtractions.

6.9 The meet-point billing process in accordance with Section 6.7 above shall apply to all Toll Free Service calls where the provider is an IXC. Each party Party shall be responsible for billing its portion of the charges described herein.

6.10 If any Party provides intermediary functions for Exchange Access service connection between an IXC and other Party, each Party shall provide their own Exchange Access services to the IXC on a meet point basis. The meet point billing arrangement shall be through the multiple bill. Each Party shall bill its own network access services rates to the IXC with the exception of the residual interconnection charge. The residual interconnection charge, if any, shall be billed by the Party providing the End Office function.

6.11 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article VI shall conform to the recommendations, findings and conclusions of the Committee.

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7.1 Measurement and Billing.

7.1.1 The Parties shall provide CCIS to one another in conjunction with all trunk groups where applicable. TWC may establish CCIS Interconnections either directly or through a third party. The Parties shall exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own

24.2 Expansive Controls. Where the capability exists, originating or terminating traffic rerouting may be implemented by a Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall only be used when the Parties mutually agree.

24.3 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.

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representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such disputes. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- c. If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after referral of the dispute pursuant to Article XXXIV of this Agreement, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- d. The Parties agree that all negotiations pursuant to this Section ~~36.5~~ 35.5 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- e. Any amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

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- a. If Ameritech enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 (e)(1) of the Act or filed a tariff or is subject to an order of the Commission or the FCC which provides for the provision of arrangements covered in this Agreement within the State of Ohio to another requesting Telecommunications Carrier, including itself or its Affiliate, Ameritech shall make available to TWC such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement or tariff. At its sole option, TWC may avail itself of either (i) the Other

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Tandem Rate	End Office Rate
\$.009 per minute of use	\$.007 per minute of use

- B. For the twenty-four month period (or fraction thereof if this Agreement expires or terminates earlier) beginning July 1, 1997 and each twenty-four month period thereafter (or fraction thereof if this Agreement expires or terminates earlier) (each a "Calculation Period"), each Party shall aggregate the actual billing record minutes of use of Local Traffic (excluding Transit Traffic) that has been terminated by the other Party during such Calculation Period at its (i) Tandem Switch(es) ("Tandem Local Traffic") and (ii) End Office Switches ("EO Local Traffic").

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