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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the matter of the complaint of)
ICG TELECOM GROUP, INC., regarding)
the payment of reciprocal compensation,)
Complainant,)
v.)
AMERITECH OHIO,)
Respondent.)

Case No. 97-1557-TP-CSS

**MCIIm's REPLY IN SUPPORT OF ITS
MOTION FOR INTERVENTION AND CONSOLIDATION**

MCIImetro ACCESS TRANSMISSION SERVICES, INC. ("MCIIm"), by its undersigned attorneys, respectfully submits this reply to Ameritech's Memorandum Contra MCIIm's Petition for Intervention and Consolidation in this proceeding.

In short, MCIIm is pleased that Ameritech does not oppose its request for intervention but puzzled by Ameritech's opposition to consolidation.

ARGUMENT

MCIIm agrees with Ameritech that allowing intervention is appropriate in this case in order to resolve the common question of whether traffic bound for dial-up internet service providers is "local" traffic. Permitting intervention for the purpose of resolving this question will ensure consistency of results and also conserve scarce Commission resources.

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MCIIm disagrees with the suggestion by Ameritech that differences in contract language and facts surrounding negotiations make these cases inappropriate for consolidation. In general, with slight differences, the intervenors' interconnection agreements with Ameritech refer to the Commission's local service rules and Ameritech's tariff for the definition of "local" traffic and so a determination of the meaning of "local" traffic under the rules and tariff should be a common question, resolved in a single proceeding.

With respect to any differences in the language in the intervenors' contracts, as noted in MCI's petition for Intervention and Consolidation, the effect of any such differences should be explored at a single hearing.¹ To engage in separate hearings for the purpose of determining the effect of any differences in contract language would be an unnecessary waste of Commission and Staff time and resources.

With respect to any differing facts surrounding the separate negotiations between the various parties and Ameritech, these too can be explored within a single hearing. Quite clearly, one of the issues in this case is interpreting the various contracts. And to the extent it can be shown that the contract language is ambiguous, the intent of the parties then becomes relevant.² Ameritech has feigned surprise that any or all of the intervenors were billing for traffic terminated to ISPs and argues therefore that the contract should not be interpreted to include ISP traffic as

¹ Even to the extent that the remedies for Ameritech's breach of the agreements should differ among the various agreements, such differences could be explored in a single hearing or separated at a later stage.

² MCIIm does not agree that there is any ambiguity in these contracts. "Local" traffic is all traffic terminating with a local calling area, without regard to the nature of the called party or the length of the call. Another rule of contract interpretation also weighs in favor of the Intervenors' position: ambiguities are to be construed against the drafter. MCIIm believes that the specific language at issue in these contracts was drafted by Ameritech.

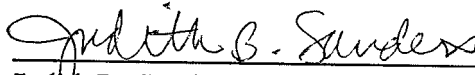
"local." MCI is quite skeptical of Ameritech's claim of surprise. As was revealed in similar ISP complaint proceedings in Michigan and Illinois, Ameritech was long ago put on notice that one possible consequence of Ameritech's opposition to "bill and keep" would be that IXCs would be incented to sign up customers who had more inbound than outbound traffic, for example pizza delivery and ISPs. Ameritech was put on notice of this possibility in 1995 in a Wisconsin regulatory proceeding (docket number 05-TI-138) and yet failed to seek any differing treatment of such ISP or pizza delivery traffic in any of the intervenors' contracts. In addition, MCI believes that this issue of "bill and keep," traffic imbalance and ISPs was specifically discussed during early negotiations between Ameritech and at least one of the intervenors, and yet Ameritech rejected "bill and keep." Therefore, the question of just when Ameritech was generally put on notice that NEC local traffic might be skewed on the inbound side would best be addressed in a consolidated proceeding. Ameritech instead seeks a "divide and conquer" approach with respect to the intervenors because it already recognizes what will become patently obvious in a consolidated proceeding: in various regulatory proceedings and negotiations around the region, Ameritech was long ago put on notice that opposing "bill and keep" could lead to traffic imbalance. Having successfully opposed "bill and keep," Ameritech must now take its medicine and pay the compensation it owes to NECs.

It appears that Ameritech may have misunderstood MCI's comments at the prehearing conference with respect to the handling of its complaint case and intervention in this case. MCI's motion to intervene in this proceeding presented several alternatives: MCI should either be granted intervention in this complaint case with full standing to litigate the issues raised by its own interconnection agreement, or the two complaint cases should be consolidated, or both. If the

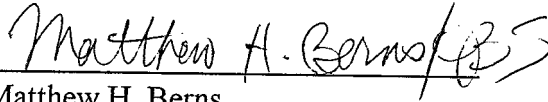
Commission grants intervention to MCI in the instant case to protect its own interests under the terms of its own interconnection agreement, there will be no need to move forward with MCI's complaint in a separate proceeding. However, by seeking intervention MCI never intended to limit its participation in the instant complaint case to "general issues", as suggested by Ameritech, while at the same time deferring consideration of its own complaint. As discussed above, the Commission need only make one decision, either in a proceeding which consolidates ICG's complaint with MCI's complaint, or one in which all parties are granted full intervention to pursue all issues raised by Ameritech's interpretation of their respective interconnection agreements.

WHEREFORE, MCI respectfully requests that it be permitted to intervene in this matter and have its own complaint consolidated with the instant proceeding for the purpose of hearing and disposition.

Respectfully submitted,



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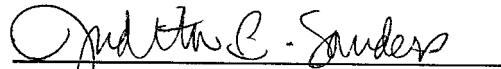


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CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Reply to the parties listed below via telecopy or first-class U.S. mail, postage prepaid, this 15th day of January, 1998.



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