(A) If the Interruption Interval exceeds twenty-three hours and forty-five minutes (23:45) but is less than or equal to thirty-five hours and forty-five minutes (35:45), one-thirtieth (1/30) of the monthly recurring charge(s) that ICG charges its Customer for the Local Services rendered inoperative during the Interruption; or

(B) If the Interruption Interval exceeds thirty-five hours and forty-five minutes (35:45) but is less than or equal to forty-seven hours and forty-five minutes (47:45), two-thirtieth's (2/30) of the monthly recurring charge(s) that ICG charges its Customer for the Local Services rendered inoperative during the Interruption; or

(C) If the Interruption Interval exceeds forty-seven hours and forty-five minutes (47:45) but is less than or equal to seventy-one hours and forty-five minutes (71:45), one-third (1/3) of one (1) month's recurring charge(s) that ICG charges its Customer for the Local Services rendered inoperative during the Interruption; or

(D) If the Interruption Interval exceeds seventy-one hours and forty-five minutes (71:45) but is less than or equal to ninety-five hours and forty-five minutes (95:45), two-thirds (2/3) of one (1) month's recurring charge(s) that ICG charges its Customer for the Local Services rendered inoperative during the Interruption; or

(E) If the Interruption Interval exceeds ninety-five hours and forty-five minutes (95:45), one (1) month's recurring charge(s) that ICG charges its Customer for the Local Services rendered inoperative during the Interruption.

If a Customer changes its Local Services during an Interruption, or if an Interruption spans more than one (1) calendar month (e.g., January 31 to February 1), the OOS Credit shall be calculated based on the Local Services such Customer subscribed to at the time such Interruption commenced.

2.9.2 If the Local Services that ICG provides its Customer are provided on a "bundled basis" (e.g., each Local Service provided does not have its own individual rate but instead multiple Local Services are provided at a single rate) and such Customer's bill does not specifically identify the charges associated with each Local Service, the recurring monthly charges that ICG charges its Customer for a given Local Service for purposes of calculating the amount of the OOS Credit claimed in Section 2.9.1 shall

be deemed to be the lower of (i) the rate for such individual Local Service set forth in ICG's effective tariff(s), (ii) the charges paid by such Customer for the bundled Local Services minus the rate(s) of the unbundled, unregulated services, (iii) the charge(s) paid by such Customer for the bundled Local Services (and not the sum of each individual Local Service provided to such Customer) and (iv) the rate Ameritech charges its retail Customers for such specific individual Local Service.

2.10 Dispatch and Failure to Accurately Identify Interruptions.

2.10.1 If (i) ICG reports to Ameritech an Interruption, (ii) ICG requests a dispatch, (iii) Ameritech dispatches a technician and (iv) such Interruption was not caused solely by Ameritech's facilities or equipment, then ICG shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, in each case at then current tariff rates.

2.10.2 If, in a given calendar month, Ameritech's testing and closure of ICG's reported Interruptions evidence that ICG has notified Ameritech of trouble reports that are not bona fide Interruptions (as defined in Section 2.2; e.g., Service-Affecting versus an Interruption or an Interruption not caused solely by Ameritech's facilities), ICG agrees to pay to Ameritech, in addition to any other amounts due under this Agreement, the following amount in accordance with the respective percentages of "false Interruptions" ICG notifies to Ameritech during such month:

Percentage of Trouble Reports Not Bona Fide Interruptions	Amount
Less than 24.9%	$0.00
25% to 49.9%	$2500.00
50% to 74.9%	$5000.00
75% or greater	$7500.00

3.0 New Service Waiver.

3.1 General. The terms and conditions of this Section 3.0 shall apply to Ameritech's obligation to reimburse ICG for certain billing adjustments ICG has provided to its Customers for failure to install New Service as specifically required by Rule 4901:1-5-18(C) of the MTSS. ICG may only bring a claim for recourse against Ameritech for failure to install New Service under Rule 4901:1-5-01(G) of the MTSS (a "New Service Waiver") based on Ameritech's failure to provide "adequate support" to ICG if the conditions set forth in Sections 3.1 through 3.6, inclusive, and 7.1 have been met.

3.2 New Service Defined. For purposes of this Schedule 26.0, if ICG provisions Telephone Exchange Service to its Customers through access to one (1) or more Ameritech unbundled Network Elements, **"New Service"** shall mean the provision by Ameritech to ICG of an Analog 2W Loop only. For purposes of calculating a New Service Waiver, the term **"Business Day"** shall mean Monday through Friday, excluding holidays on which Ameritech does not provision New Service.

3.3 Receipt of New Service Requests. Subject to the other limitations set forth in this Section 3.0, for purposes of determining whether Ameritech has complied with the New Service installation intervals set forth in Section 3.4, Ameritech shall be deemed to have received a request for New Service (a "New Service Request") from ICG:

(a) on the Business Day Ameritech receives a valid and complete Service Order for New Service from ICG, if such Service Order was received by Ameritech before (i) 3:00 pm CST on that Business Day, and such Service Order was submitted to Ameritech via the electronic interface described in Section 9.6.7 of this Agreement (the **"Provisioning EI"**) or (ii) 12:00 noon CST on that Business Day, if such Service Order was submitted to Ameritech via a means other than the Provisioning EI; and

(b) on the next Business Day after Ameritech's receipt of a valid and complete Service Order for New Service from ICG, and such Service Order was received by Ameritech after (i) 3:00 pm CST on a given Business Day, if such Service Order was submitted to Ameritech via the Provisioning EI or (ii) 12:00 noon CST on a given Business Day, if such Service Order was submitted to Ameritech via a means other than the Provisioning EI.

Service Orders received by Ameritech after the foregoing times on a given Business Day shall be deemed to have been received by Ameritech on the next Business Day. If Ameritech receives a Service Order from ICG that is not valid and complete, Ameritech shall reject that Service Order and return it to ICG. New Service shall be deemed to be installed on the date and at the time evidenced on Ameritech's records.

3.4 Installation Intervals and Amount of New Service Waiver.

(a) If (i) Ameritech fails to install New Service by 11:59 pm local time on (x) the fifth (5) Business Day after Ameritech is deemed to have received a New Service Request as provided in Section 3.3 from ICG or (y) a date

greater than five (5) Business Days after Ameritech has received a New Service Request from ICG that requests such later installation date and which date has been properly reserved by ICG prior to Ameritech's receipt of such New Service Request and (ii) ICG has provided its Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-18(C) of the MTSS, then Ameritech shall, subject to Section 3.5, credit ICG an amount equal to the lesser of (1) fifty percent (50%) of the nonrecurring installation charges that ICG would have charged its Customer with respect to such installation, as provided in ICG's effective tariff(s) or the ICG-Customer contract at the time of such New Service Request and (2) the actual amount that ICG has waived or credited such Customer on account of such missed interval (whether in the form of a credit or waiver on such Customer's bill or in the form of a direct payment).

(b) If (i) Ameritech fails to install New Service by 11:59 pm local time on (x) the tenth (10) Business Day after Ameritech is deemed to have received a New Service Request from ICG as provided in Section 3.3 or (y) a date greater than ten (10) Business Days after Ameritech has received a New Service Request from ICG that requests such later installation date and which date has been properly reserved by ICG prior to Ameritech's receipt of such New Service Request and (ii) ICG has provided its Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-18(C) of the MTSS, then Ameritech shall, subject to Section 3.5, credit ICG an amount equal to the lesser of (1) one hundred percent (100%) of the nonrecurring installation charges that ICG would have charged its Customer with respect to such installation, as provided in ICG's effective tariff(s) or the ICG-Customer contract at the time of such New Service Request and (2) the actual amount that ICG has waived or credited such Customer on account of such missed interval (whether in the form of a credit or waiver on such Customer's bill or in the form of a direct payment).

3.5 Limitations on New Service Waiver. Notwithstanding anything to the contrary set forth in Section 3.3, Ameritech shall not be liable to ICG for a New Service Waiver if:

(a) special equipment or special services are involved, including those services and/or products that are specifically excluded from the performance intervals in this Agreement (e.g., IDLC); or

(b) the request for New Service is in an undeveloped area where no facilities exist; or

(c) the request for New Service does not meet applicable ICG tariff requirements; or

(d) Ameritech's failure to comply with the applicable intervals set forth in Section 3.4 is caused, directly or indirectly, by a Delaying Event; or

(e) in the case of New Service provisioned through access to one (1) or more Ameritech unbundled Network Elements, ICG has not established unbundled Local Switching and/or Collocation necessary to access such Analog 2W Loop at the time of such New Service Request; or

(f) in the case of New Service provisioned through access to one (1) or more Ameritech unbundled Network Elements, ICG requested a New Conversion Time that is outside of the applicable interval(s) set forth in Section 3.4; or

(g) the circumstances underlying a New Service installation render compliance with the intervals set forth in Section 3.4 unreasonable.

3.6 Requests for New Service Waiver. In order to be eligible for a New Service Waiver, ICG shall provide to Ameritech a complete, accurate and typewritten "MTSS Credit Claim" (and any documents or records required to be attached thereto) as provided in Section 6.1 and within the time frame set forth in Section 7.1.

4.0 Installation Appointment Waiver and Repair Appointment.

4.1 General. The terms and conditions of this Section 4.0 shall apply to Ameritech's obligation to reimburse ICG for certain billing adjustments ICG has provided to its Customers for a missed (i) scheduled on-premises installation appointment for regulated services as specifically required by Rule 4901:1-5-18(D)(1) of the MTSS (an "Installation Appointment") or (ii) scheduled on-premises repair appointment or an outside repair commitment as specifically required by Rule 4901-1-5-18(D)(2) of the MTSS (a "Repair Appointment"). ICG may only bring a claim for recourse against Ameritech for a missed Installation Appointment or a Repair Appointment under Rule 4901:1-5-01(G) of the MTSS (an "Installation Appointment Waiver" and a "Repair Appointment Credit", respectively) based on

Ameritech's failure to provide "adequate support" to ICG if the conditions set forth in Sections 4.2 through 4.7, inclusive, and 7.1 have been met.

4.2 Appointment Window. Ameritech shall schedule Installation Appointments and Repair Appointments as all day appointments (after 8:00 am) or, if ICG's Customer does not want an all day appointment, Ameritech shall assign an appointment in the "A.M." (8:00 am local time to 12:00 noon local time) or "P.M." (after 12:00 noon local time) (as applicable, the "Appointment Window"). Nothing in this Section 4.0 shall be deemed to limit Ameritech's right to schedule Installation Appointments and Repair Appointments in accordance with its standard procedures.

4.3 Evidence of Appointments. Whether an Installation Appointment or a Repair Appointment has been met shall be as evidenced by Ameritech's records, including, if available and applicable, Ameritech's installation, maintenance or repair invoices signed by the Customer or time-stamped materials left with the Customer or at the Customer's premises.

4.4 Limitations on Installment Appointment Waiver and Repair Appointment Credit. Notwithstanding anything to the contrary contained in this Schedule 26.0, Ameritech shall not be liable to ICG for an Installation Appointment Waiver or a Repair Appointment Credit if:

(a) Ameritech has provided ICG at least twenty-five (25) hours advance notice (telephonic or via an electronic interface) of its inability to meet an Installation Appointment or Repair Appointment; or

(b) ICG has provided its Customer at least twenty-four (24) hours advance notification of the inability to meet an Installation Appointment or Repair Appointment; or

(c) the effects of a Force Majeure Event prohibit (i) Ameritech from providing such twenty-five (25) hour advance notice to ICG or (ii) ICG from providing such twenty-four (24) hour advance notice to its Customer of the ability to meet an Installation Appointment or Repair Appointment; or

(d) with respect to an Installation Appointment or an on-premises Repair Appointment, Ameritech was unable to gain access to the Customer's premises.

4.5 Requests for Installation Appointment Waiver and Repair Appointment Credit.

4.5.1 In order to be eligible for an Installation Appointment Waiver, ICG shall provide to Ameritech a complete, accurate and typewritten "MTSS Credit Claim" (and any documents or records required to be attached thereto) as provided in Section 6.1 and within the time frame set forth in Section 7.1.

4.5.2 In order to be eligible for a Repair Appointment Credit, ICG shall provide to Ameritech a complete, accurate and typewritten "MTSS Credit Claim" as provided in Section 6.1 and within the time frame set forth in Section 7.1.

4.6 Amount of Installation Appointment Waiver. If (i) Ameritech fails to meet an Installation Appointment within the scheduled Appointment Window, (ii) the applicable Customer has requested a waiver of certain charges in accordance with and as required by Rule 4901:1-5-18(D)(1) of the MTSS, (iii) ICG has provided its Customer such waiver or a credit pursuant to Rule 4901:1-5-18(D)(1) of the MTSS and (iv) ICG has provided Ameritech with the records required by Section 4.5.1 to evidence each of the foregoing, then Ameritech shall credit ICG an amount equal to the lesser of (x) fifty percent (50%) of the regulated nonrecurring installation charges associated with such Installation Appointment, as provided in ICG's effective tariff(s) or the ICG-Customer contract at the time of such Installation Appointment and (y) the actual amount that ICG has waived or credited such Customer (whether in the form of a credit on such Customer' s bill or in the form of direct payment) on account of such missed Installation Appointment.

4.7 Amount of Repair Appointment Credit. If (i) Ameritech fails to meet a Repair Appointment within the scheduled Appointment Window, (ii) the applicable Customer has requested a credit of certain charges in accordance with and as required by Rule 4901:1-5-18(D)(2) of the MTSS, (iii) ICG has provided its Customer such credit pursuant to Rule 4901:1-5-18(D)(2) of the MTSS and (iv) ICG has provided Ameritech with the records required by Section 4.5.2 to evidence each of the foregoing, then Ameritech shall credit ICG an amount equal to the lesser of (x) fifty percent (50%) of one (1) month's recurring charges, as provided in ICG's effective tariff(s) or the ICG-Customer contract at the time of such Repair Appointment that ICG charges such Customer for each Local Service rendered inoperative by virtue of such missed appointment, and (y) the actual amount that ICG has credited such Customer (whether in the form of a credit on such Customer' s bill or in the form of direct payment) on account of such missed Repair Appointment. Notwithstanding the foregoing, if ICG provides the Customer that requested a credit services on a bundled basis, the recurring

charges owed by Ameritech to ICG shall be determined in accordance with Section 2.9.2.

4.8 Dispatch. If (i) ICG requests Ameritech to dispatch personnel for a Repair Appointment, (ii) Ameritech dispatches a technician and (iii) the inoperative services were not rendered inoperative solely by Ameritech's facilities or equipment, then ICG shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, in each case at then current tariff rates.

4.9 Bona Fide Installment Appointment Waivers and Repair Credits. If at any time Ameritech discovers that ICG has received an Installation Appointment Waiver or a Repair Appointment Credit and such waiver or credit was not requested by its Customer as required by Rule 4901:1-5-18(D) of the MTSS, ICG shall pay to Ameritech an amount equal to the Installation Appointment Waiver or Repair Appointment Credit that was wrongfully received plus interest at the lesser of (i) one and one-half percent (1 ½ %) and (ii) the maximum rate of interest that may be charged under Applicable Law, in each case, compounded daily from the date such Installation Appointment Waiver or Repair Appointment Credit was furnished to ICG. ICG shall pay such amounts within thirty (30) calendar days after ICG's receipt of demand from Ameritech and such payment shall be in addition to any other rights or remedies available now or hereafter to Ameritech under Applicable Law.

5.0 Records

5.1 Obligation to Maintain. Each Party shall maintain, as provided in Rule 4901:1-5-24(A) of the MTSS, complete and accurate records of that Party's compliance with the MTSS and terms and conditions of this Schedule 26.0. The records maintained by each Party shall document that Party's performance under this Schedule 26.0 as such performance relates to the availability or unavailability of an MTSS Credit. Each Party shall have the right to audit such records not more than once each Contract Year; provided, that if ICG requests a Commission proceeding with respect to a Claim Dispute, the records that relate to such Commission proceeding shall, in addition to any other audit rights granted hereunder, be subject to audit by Ameritech as well.

5.2 Proprietary Information. Any records provided by a Party to the other Party shall be subject to the provisions of Section 28.5 of this Agreement.

6.0 MTSS CREDIT CLAIMS

6.1 Submission of MTSS Credit Claims.

6.1.1 The point of contact for the submission by ICG of its claim for an MTSS Credit (an "**MTSS Credit Claim**") and the review, disposition and any questions relating to such claim shall be the AIIS Service Center(s). Each MTSS Credit Claim shall, if and until such time as an interface (electronic, e-mail or other) is available, be submitted to Ameritech to its Service Center(s) via a dedicated facsimile number(s) to be provided by Ameritech to ICG (NPA-NXX-XXXX). Until an interface is available, Ameritech shall not accept an MTSS Credit nor be required to provide an MTSS Credit Claim if such claims are submitted through a means other than the dedicated facsimile number(s). Further, if Ameritech makes an interface available after the MTSS Effective Date, ICG agrees to submit all MTSS Credit Claims via the interface no later than forty-five (45) calendar days after Ameritech makes such interface available. Thereafter, Ameritech shall not accept an MTSS Credit Claim nor be required to provide an MTSS Credit to ICG if such claims are submitted through a means other than such interface.

6.1.2 ICG shall submit to Ameritech one (1) MTSS Credit Claim for each MTSS Credit requested. Each MTSS Credit Claim shall (i) be submitted in a legible, typewritten format, (ii) shall be in the form of Attachment B and (iii) include all information required by Attachment B (including any documents, records and attachments required to be attached thereto). MTSS Credit Claims that are not submitted in conformity with the foregoing sentence shall be rejected and returned to ICG. Ameritech may, at its sole discretion and upon forty-five (45) days written notice to ICG, revise the form and requisite content and attachments of Attachment B and/or change the dedicated facsimile number(s).

6.1.3 The Parties agree that the reference number that each Party will use to identify each MTSS Credit Claim submitted hereunder shall be the applicable circuit identification, as the case may be, (the "**Claim Reference Number**") set forth on a given MTSS Credit Claim.

6.2 Processing of MTSS Credits.

No later than ninety (90) days after Ameritech receives an MTSS Credit Claim, Ameritech shall identify those MTSS Credit Claims that have been accepted and denied by returning to ICG its MTSS Credit Claim via the same manner by which it was

received (i.e., facsimile or interface). If Ameritech has accepted, in whole or in part, an MTSS Credit Claim, Ameritech shall credit ICG for the amounts accepted as provided in Section 6.3. For those MTSS Credit Claims that are denied, in whole or in part, Ameritech shall provide on each denied MTSS Credit Claim an error code or other explanation identifying the reasons that such MTSS Credit Claim was denied.

6.3 Recourse Credits.

If Ameritech accepts an MTSS Credit Claim, Ameritech shall credit ICG's invoice for the amount of the accepted claims no later than ninety (90) days after Ameritech's receipt of the MTSS Credit Claim. MTSS Credits provided on a given invoice shall either (i) be applied against the applicable circuit identification associated with a specific MTSS Credit Claim or (ii) be in the aggregate and indicated as a single line item. If the MTSS Credits are provided in the aggregate, Ameritech shall also provide ICG a report that identifies each MTSS Credit awarded and the applicable Claim Reference Number. In no event shall ICG have any right to set-off any amounts owed to Ameritech against any amounts requested by ICG for an MTSS Credit.

6.4 Disputed MTSS Credit Claims. Any dispute as to the denial of an MTSS Credit Claim, the amount of the requested or awarded MTSS Credit, or the validity of an MTSS Credit Claim submitted hereunder (collectively, a "Claim Dispute") shall, upon the initiation by ICG, be resolved in accordance with the specific rules, guidelines or regulations of the Commission that apply to the MTSS.

7.0 LIMITATIONS ON MTSS CREDITS.

7.1 Claim Period. Claims for an MTSS Credit shall be made within sixty (60) days after the event (e.g., the date of the Interruption, missed New Service interval, or missed Installation Appointment or Repair Appointment) giving rise to the claim for such credit. ICG agrees to waive its right to an MTSS Credit from Ameritech if it does not submit to Ameritech an accurate and complete MTSS Credit Claim (and any documents or records required to be attached thereto) within such sixty (60) day period.

7.2 MTSS Credit Sole Liability. If ICG receives an MTSS Credit from Ameritech, such MTSS Credit shall be Ameritech's sole liability to ICG for the event or occurrence that gave rise to such credit and shall be in lieu of any recovery by ICG under this Agreement or Applicable Law.

7.3 Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall Ameritech have any obligation to indemnify, defend, hold ICG harmless or reimburse ICG or its Customers for any Loss arising out of a Claim

for liquidated damages or Consequential Damages asserted against ICG for Ameritech's failure to provide "adequate support" to ICG under Rule 4901:1-5-01(G) of the MTSS. ICG further agrees that in no event shall it include in an MTSS Credit Claim any liquidated damages or Consequential Damages that ICG may be obligated to pay its Customer.

ATTACHMENT A
Trouble Screening

RESIDENCE CUSTOMER TROUBLE SHOOTING INSTRUCTIONS

Instruct the Customer using the following guidelines:

STEP	PROCEDURE
1.	Check the outside of your dwelling. Look for gray TEST BOX. This gray TEST BOX is your Network Interface.
2.	Unscrew the Network Interface cover with a screwdriver and open (further directions are on the inside cover).
3.	Disconnect modular plug from test jack. This disconnects your wiring and equipment from the telephone company lines.
4.	Wait one minute, than insert plug from a telephone set you know is working. You are now plugged directly into the telephone company line.
5.	Try the telephone. • If the problem still exists, the trouble is in the telephone company lines. Contact your provider's repair service. • If the problem is gone, the trouble is in your wiring, equipment, jacks or remaining telephone sets.
6.	When your test is completed, disconnect your testing telephone from the Network Interface and securely re-insert the original modular plug. Close the cover and screw the fastener down until the cover is snug and tight.

CAUTION: Do not test during an electrical storm or immediately thereafter.

RESIDENCE CUSTOMER COMMON TROUBLES

Question and instruct the Customer using the following guidelines:

CUSTOMER REPORTS	FOLLOW STEPS BELOW
No Dial Tone/Can't Be Called	1-2-3-4-5-9
Noise on Line - Hum or Static	1-2-3-4-5-7
Can't Call Out - Can't Call a Specific Number	1-2-3-6-8
Hears Voices or Radio on Line	1-4-7
Get Cut-Off/Lose Dial Tone	1-2-3-4-5-6-7

STEP PROCEDURE

1. Visually check all PHONES to make certain that each phone is plugged into the jacks and that all phones are properly hung-up.

2. Visually check all CORDS for cracks or frays (exposed wires). Replace cord if necessary.

3. Shake and wiggle handset and mounting CORD. If the problem intensifies, cord replacement is suggested.

4. UNPLUG all phones and equipment from telephone jacks (e.g., answering machine, cordless phone, facsimile machines). Plug-in each phone/piece of equipment, one at a time, to find the likely location of the problem phone/equipment.

5. If a telephone was dropped and possibly broken, try a known working phone in its place.

6. If one telephone location is not working, try this telephone in a known working location. If the telephone works, the problem is most likely in the jack or inside wire. If the phone doesn't work, the trouble is with the set or cords.

7. Unplug CORDLESS TELEPHONE BASE from telephone JACK. If the problem clears, then the trouble is likely in the cordless telephone set.

8. Check TONE/PULSE SWITCH on the telephone set. See owner's manual for location of this switch.

9. Check RINGER BELL on/off switch. See owner's manual for location of this switch.

BUSINESS CUSTOMER COMMON TROUBLES

Question and instruct the Customer the following guidelines:

CUSTOMER REPORTS	FOLLOW STEPS BELOW
No Dial Tone/Can't Be Called	1-2-3-4
Noise on Line - Hum or Static	1-2-3-4-5-6-7
Can't Call Out - Can't Call a Specific Number	1-2-3-4-5-6-7
Hears Voices or Radio on Line	1-2-3-4-5-6-7
Get Cut-Off/Lose Dial Tone	1-2-3-4-5-6-7

STEP PROCEDURE

1. Ask Customer if the trouble being reported on a DID or PBX Trunk?

2. If the trouble is on a DID or PBX Trunk, ask the Customer if they have determined which trunk is in trouble?

   - If "YES" take your report on that DID or PBX Trunk.
   - If "NO" take your report on the Main DID or PBX Trunk and note in the "Trouble Type/Description" field of the Network Maintenance Request, that the Customer did not know which DID or PBX Trunk is in trouble.

3. Ask the Customer if there is more than one (1) telephone set on the line being reported? If there is only one, continue taking trouble report.

4. If there is more than one (1) telephone set on the line being reported, ask if the problem is on all sets or only on one set?

   - If the problem is on all sets on this line, continue taking the trouble report.
   - If the problem is only on one set on this line, refer the Customer to their CPE equipment vendor.

5. Ask the Customer if the problem being reported happens on all calls, only on calls to a specific number or on all calls to a specific Area Code?

6. If the problem is on all calls or only calls to a specific number, note this in the "Trouble Type/Description" field of your Network Maintenance Request (i.e.,: trouble on all calls, trouble only on calls to NPA-NXX-XXXX (Area code and telephone number).

MAINTENANCE REQUEST REFERRAL DECISION CHART

After your initial isolation of the Customer's trouble, use the following decision chart to determine where to refer your maintenance request:

	TROUBLE ISOLATED TO:	TROUBLE REFERRED TO:
1.	Residence Customer's telephone	Suggest Customer purchase a new telephone, cord, etc. set, cords, etc. at the store of their choice.
2.	Business Customers telephone set, cords, etc.	Suggest Customer contact with their CPE equipment vendor.
3.	Customers Long Distance Carrier.	Instruct Customer to contact their Long Distance Carrier.
4.	Feature does not work at all:	Refer a Network Maintenance Request to the AIIS Maintenance Center via the Maintenance Interface if available, or by calling the report to them. If the trouble is in the network, dispatch authorization may not be required.
5.	Trouble in the network:	Refer a Network Maintenance Request to the AIIS Maintenance Center via the Maintenance Interface if available or by calling the report to them.

Attachment B

MTSS Credit Claim

DATE SUBMITTED:

CARRIER NAME: CARRIER BAN NO.:

CUSTOMER ADDRESS: CARRIER TEL NO.:

TELL NO. OF THE AFFECTED
LINE/CIRCUIT ID OF THE
AFFECTED FACILITY:

TYPE OF CLAIM (Check One)

__OOS Credit Claim
Date/Time Interruption Reported to or Discovered by Carrier:
Date/Time Interruption Reported to or Discovered by Ameritech:
Date/Time Cleared:

Attach a copy of Carrier's records or Customer's telephone bill evidencing Local Services its Customer subscribed to during Interruption and for which an OOS Credit is claimed.

__New Service Credit Claim
Date/Time Carrier Received Application for New Service from its Customer:
Date/Time Order Received by Ameritech:
Date/Time Installed:

__Missed Appointment Credit __ Repair __Installation
Date/Appointment Window of Scheduled Appointment:
Date/Time Actual Appointment:

For Installation Appointment Waiver:

Attach a copy of (1) Carrier's Customer's telephone bill evidencing (i) the monthly charges Customer incurred for the month in which the appointment was scheduled and (ii) the amount of the credit or waiver given to such Customer by Carrier or (2) evidence of direct payment to Customer of appropriate credit amount.

For Repair Appointment Credit:

Attach a copy of Carrier's records evidencing the services its Customer subscribed to during the month in which the Repair Appointment was scheduled and for which a Repair Appointment Credit is claimed.

THE FOLLOWING ITEMS MUST BE INCLUDED WITH EACH CLAIM:

1. Tariff reference or copy of the applicable tariff or contract charges underlying the Local Services or non-recurring charges for which a credit or waiver is requested; and

2. If Carrier is providing bundled Local Services to its Customer and/or is bundling Local Services with non-regulated services, the specific charges that are associated with each individual service or, if no such charges exist for an individual service, the charges paid by the Customer for the bundled Local Service minus the rates of the unbundled non-regulated services; and

3. A copy of Customer's telephone bill evidencing credit or waiver or evidence of direct payment to Customer of appropriate credit amount.

AMERITECH RESOLUTION/RESPONSE

DATE:
REP NAME: TEL NO:

ADJUSTMENT AMOUNT:

COMMENT:

BY SUBMITTING THIS MTSS CREDIT CLAIM TO AMERITECH, CARRIER CERTIFIES AND WARRANTS TO AMERITECH THAT THE INFORMATION CONTAINED HEREIN AND ATTACHED HERETO IS ACCURATE AND COMPLETE.

APPENDIX D

Section 1.1	-	This section would limit the rights of other carriers even if the existing provisions in the Interconnection Agreement required no modification by the Commission's MTSS Rules.
Section 1.2	-	Ameritech should not be able to unilaterally define "adequate support" for purposes of the Commission's Rules.
Section 1.3	-	Ameritech is attempting to reserve to itself the right to determine whether any credit should be paid without a Commission proceeding.
Section 1.4	-	The terms for claiming credits or waivers are set forth in the existing Interconnection Agreement, and the MTSS Rules require no change in those terms.
Section 1.5	-	The MTSS Rules do not require any modification of service order charges between ICG and Ameritech.
Section 1.6	-	The MTSS Rules do not require a change in the existing Interconnection Agreement provisions. Further, Ameritech should not be allowed to require other carriers to "warrant" information provided by end users.
Section 2.1	-	This section establishes requirements not required or consistent with the Commission's MTSS Rules.
Section 2.2	-	If approved, this section would limit Ameritech's liability to those "interruptions" caused <u>solely</u> by Ameritech.
Section 2.3	-	Again, this section simply attempts to insulate Ameritech from liability and provide barriers to other carriers in obtaining credits. Additionally, the language is ambiguous and should not be permitted in any tariff without considerable additional explanation and definition.
Section 2.4	-	The language is ambiguous and the substance of the proposal is inappropriate. Utilizing this language, for example, if there were an interruption of 14 days, and the last day of that was caused by the end user customers missing an appointment, Ameritech would have no liability.

Section 2.5	-	Along with Section 2.6, additional barriers are created for ICG and similarly situated carriers; and Ameritech is given unilateral authority to determine whether the information submitted is sufficient or whether the occurrence has been properly classified an "interruption" for which credits are due.
Section 2.7	-	This language would enable Ameritech to limit its liability even further; and to determine unilaterally the time when the "interruption" is deemed to have started.
Section 2.8	-	This section, along with Sections 6 and 7 of the proposed tariff, have the potential of enabling Ameritech to effectively deny every credit claim submitted and to maintain that ICG has waived its right to pursue the claim.
Section 2.9	-	The provisions of Section 2.9 are inconsistent with the Commission's MTSS Rules and are both unwieldy and burdensome for other carriers.
Section 2.10	-	Consistent with earlier provisions, the language in this section would permit Ameritech to impose charges upon ICG and other carriers, even if Ameritech were partially responsible for problems encountered. Additionally, this language creates liquidated damages in favor of Ameritech even though such damages are not payable under the existing Interconnection Agreement.
Section 3.1	-	If this language is approved, it will alter the terms of the existing Ameritech-ICG Agreement and enable Ameritech to determine unilaterally when ICG can present a claim.
Section 3.2	-	Similar problems exist with this language, and the language is ambiguous. For example, Ameritech would limit its definition of business day by excluding holidays, without specifying what holidays are covered. While this might not appear on its base to be a problem, difficulties encountered in obtaining service from Ameritech on the days following national holidays suggest otherwise.
Section 3.3	-	If Ameritech's liability or responsibility is going to be contingent upon submission of a "valid and complete" service order, a copy of the service order should be attached reflecting specifically what information is required. Further, Ameritech's liability

should not be determinable based upon what Ameritech's records show; but should be determined based upon what service can actually be utilized by the end user.

Section 3.4 - The ambiguity of the language contained in this section could allow Ameritech, effectively, to frustrate any claim submitted by ICG. Ameritech's responsibility is limited by (1) the date it deems itself to have received the request for service; (2) Ameritech's own determination of whether ICG has "properly" reserved the date for installation; and (3) its determination of what charges are properly collectible. Further, if this language is approved by the Commission, it would enable Ameritech to argue it has the right to see ICG's customer contracts. Similar to section 3.3, this language is ambiguous and creates the potential for multiple problems.

Section 3.5 - The language is ambiguous with respect to special equipment or special services; would enable Ameritech to determine whether an area is "undeveloped" for purposes of tolling the times; would enable Ameritech to determine whether the service requested by ICG's customer meets ICG's tariff requirements; and would enable Ameritech to determine whether the request for installation is "reasonable."

Section 3.6 - Again, this language would permit Ameritech to hamstring ICG by providing Ameritech with sole discretion to determine whether ICG has submitted a "complete" form. Additionally, Ameritech has added a new requirement concerning "documents or records" required, apparently by Ameritech, to be attached. No information is provided as to what constitutes a complete form, nor is there any reference to other documents or records that might be required. As with all of the other provisions, there is nothing in the MTSS Rules that would contemplate these types of requirements.

Section 4.1 - The language in this section would preclude any other carrier from even filing a claim for recourse against Ameritech as long as Ameritech "meets the conditions" it has established for itself. In other words, any

claim for recourse based upon Ameritech's failing to meet an appointment will be virtually non-existent.

Section 4.2 - Illustrative of the problems that will be created by Section 4.1, is the language used in this section. Here, Ameritech establishes two different types of windows, and then exculpates itself for the entire Section 4 by providing that nothing shall be deemed to limit its right to schedule appointments in accordance with its standard procedures. No standard procedures are disclosed.

Section 4.3 - Not only will Ameritech have ultimate control over the appointment times, it will also provide the only admissible evidence as to whether the appointment was kept. In fact, other documentation, even if available, will apparently not be used if Ameritech deems it "not applicable."

Section 4.4 - If approved, this language would excuse Ameritech's liability as long as Ameritech gave 25 hours notice, regardless of whether the inability was justifiable or not. Further, there are no time limitations with respect to customer premises accessibility. In short, Ameritech could show up early or late and, if it was unable to gain access, no credit would be available.

Section 4.5 - Consistent with earlier sections containing the same type of ambiguities, no credit would be available unless each carrier provided a "complete, accurate and type-written MTSS credit claim" (no form provided), and any other documents or records (again undisclosed) which Ameritech thinks should be required. Further, the additional references to other sections appear superfluous.

Section 4.6 - There is no justification for the limits sought to be imposed by Ameritech with respect to the amount of the credit sought. Additionally, the ambiguity created by the language regarding the records required (again, unspecified and to be determined solely by Ameritech) will effectively forestall any claims by other carriers.

Section 4.7 - The language here is even more egregious than in some of the other sections. In addition to the ambiguity created, and the virtually

absolute power given to Ameritech to determine other carriers' actions, this section would enable Ameritech to demand the right to review other carriers' contracts with their end users.

Section 4.8 - As with comparable provisions in other sections, this language would allow Ameritech to charge the other carrier service charges if a problem is occasioned 99% by Ameritech and 1% by some other entity.

Section 4.9 - Perhaps thinking about adding insult to injury, Ameritech not only wants to be in the driver's seat for virtually every determination, it also wants the ability to charge other carriers interest if Ameritech determines some credit was improperly given. Needless to say, there is no provision for Ameritech to pay interest on any credits or amounts wrongfully withheld. Further, the amounts deemed to be due by Ameritech, would be required to be paid within 30 days even if disputed. Again, no comparable language exists in favor of the other carrier if Ameritech is involved in the wrongdoing.

Section 5.1 - By this language, Ameritech seeks to impose additional record-keeping burdens without disclosing what it is really talking about. The language would require, for example, that other carriers keep records of compliance with the "terms and conditions" of Ameritech's tariff. Since the identity of those records is not disclosed, other carriers are placed in the impossible position of having to guess what Ameritech means.

Section 5.2 - If read literally, the language in this section would preclude any other carrier from disclosing to the Commission staff records provided by Ameritech, which Ameritech deemed related to MTSS.

Section 6.1 - This section establishes additional limits on the submission of claims by other carriers. This language would apparently be controlling notwithstanding the language in any other negotiated agreement between Ameritech and the other carrier; and while imposing stringent requirements upon the other carriers, imposes no requirements on Ameritech. Additionally, notwithstanding Commission rules, this language would permit Ameritech to avoid

liability simply by determining on its own that the procedural requirements had not been met by the other carrier. Additionally, Ameritech reserves to itself the sole discretion to determine what information must be submitted with a claim (noticeably there are no limitations) and to reject any claim it deems not acceptable.

Section 6.2 - This provision allows Ameritech to delay payment of any credits without payment of any interest.

Section 6.3 - Notwithstanding the existence of any contract provision in an approved Interconnection Agreement, the language in this section would preclude other carriers any right to set-off any amounts owed Ameritech.

Section 6.4 - The language is ambiguous, but would appear to require the initiation of a formal complaint by any carrier unhappy with Ameritech's action. In other words, Ameritech would never bear the burden of proof in any proceeding.

Section 7.1 - This language establishes additional requirements on other carriers, and reaffirms Ameritech's right to exercise absolute power in determining whether a claim has been submitted correctly.

Section 7.2 - Combined with Section 7.3, this section represents Ameritech's attempt to do away with the liquidated damages provisions previously negotiated and approved by the Commission in Interconnection Agreements between Ameritech and other carriers. Further, while Ameritech states in its application that the tariff provision is intended to govern only its "carrier-to-carrier" relations, this language specifically impacts the end user's rights to seek redress against Ameritech; and specifically precludes other carriers from pursuing claims for legitimate damages that may have been incurred as a result of Ameritech's acts or omissions.

Local Loops

Discriminatory Treatment

ICG complaint against Ameritech, Ohio PUCO case number 97-327-TP-CSS

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PUCO

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE COMPLAINT OF ICG TELECOM GROUP, INC. AGAINST AMERITECH OHIO REGARDING DISCRIMINATORY TREATMENT	: : : :	Case No. 97-327-TP-CSS

COMPLAINT OF ICG TELECOM GROUP, INC.

COMES NOW, ICG Telecom Group, Inc. ("ICG"), by its attorneys, pursuant to the provisions of Section 4905.26, Revised Code and respectfully files its Complaint against Ameritech Ohio ("Ameritech") for discriminating against ICG in direct violation of provisions of Title 49, including Section 4905.35, Revised Code; and violation of the Commission's Guidelines in Case No. 95-845-TP-COI.

MEMORANDUM IN SUPPORT

ICG is a NEC authorized by the Commission to conduct operations in Ohio, and having Interconnection Agreements with Ameritech approved by the Commission in Case Nos. 96-611-TP-UNC and 97-160-TP-NAG. ICG has been conducting operations pursuant to those agreements in the territory authorized to be served by Ameritech.

During the past several months, ICG has encountered multiple situations where the circumstances establish conclusively Ameritech is engaged in a deliberate attempt to discriminate against ICG and ICG's customers, and impede and impair the ability of ICG to operate competitively with Ameritech in its operating territory. Examples of the type of discriminatory treatment encountered by ICG include, but are not limited to:

1. During August and September, ICG was requested to provide several DS-1s to Nextel. In order to obtain the required circuits, Ameritech insisted ICG utilize Ameritech's "project process" which delays the Firm Order Completion (FOC) date pending completion of a site survey and detailed engineering by Ameritech. No such survey or engineering are required when the end-user orders directly from Ameritech, and Ameritech confirms that customers are advised of an FOC within twenty-four (24) to forty-eight (48) hours (Appendix A). ICG's experience, however, in attempting to fulfill the Nextel requests for service included delays ranging from six (6) days to twenty-eight (28) days in obtaining an FOC from Ameritech (Appendix B). As a result of ICG's inability to provide an FOC within the same timeframe as Ameritech would provide it directly, Nextel cancelled at least twelve (12) pending orders with ICG.

2. Notwithstanding service order commitments provided ICG previously, Ameritech determined unilaterally to provide more than sixty-two percent (62%) of their field technicians an extra day off work on the date prior to Thanksgiving. As a result, Ameritech was unable to meet service commitments for ICG either due that day or past due and to be completed on that date.

3. During the period November 26 through November 28, 1997, calls originating in Ameritech's local area offices could not complete into certain ICG exchanges. All or substantially all of such calls were blocked and the service outage continued for more than forty-eight (48) hours after being brought to the attention of Ameritech.

4. During the period May, 1997 through November, 1997, Ameritech missed service order commitments with ICG on a monthly basis ranging from zero percent (0%) to sixty-seven percent (67%); with an average missed order percentage of thirty-three percent (33%) in the Akron market and forty percent (40%) in the Cleveland market.

Clearly, the totality of the types of problems reflected in the above examples indicate a deliberate effort on the part of Ameritech to treat ICG as a competitor rather than a customer and, by its actions, to interfere with the ability of ICG to operate as a viable competitor in Ameritech's territory.

WHEREFORE, ICG respectfully requests the Commission direct a hearing in the instant proceeding and order Ameritech to comply