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JUN 0 8 2000

INDIANA UTILITY REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE PETITION OF INDIANA BELL TELEPHONE COMPANY, INCORPORATED, D/B/A AMERITECH INDIANA PURSUANT TO I.C. 8-1-2-61 FOR A THREE-PHASE PROCESS FOR COMMISSION REVIEW OF VARIOUS SUBMISSIONS OF AMERITECH INDIANA TO SHOW COMPLIANCE WITH SECTION 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996.	)	CAUSE NO. 41657
IN THE MATTER OF THE COMMISSION'S GENERIC INVESTIGATION OF THE INCUMBENT LOCAL EXCHANGE CARRIER'S PROVISION OF OPERATING SUPPORT SYSTEMS ("OSS").	)	CAUSE NO. 41324

TIME WARNER TELECOM'S COMMENTS

Time Warner Telecom, by counsel, respectfully comments upon the issues raised by the Indiana Utility Regulatory Commission ("Commission") in its docket entries dated May 26, 2000 and June 1, 2000. Time Warner Telecom concurs with and has joined the comments filed by Sprint, and urges the Commission consolidate the issues to be addressed for Ameritech in Phase II of Cause No. 41324 with the issues to be addressed and expanded in Cause No. 41657.

Time Warner Telecom urged the Commission, in its previously filed comments in Cause No. 41657 to move the Ameritech OSS issues into this docket, and to continue to focus on improving the interfaces and behaviors that will enable robust competition to develop in Indiana. If those issues are moved into the Section 271 docket, the Commission should take measures to ensure that the necessary prerequisites are in place for facilities-based competition are not be overshadowed by Ameritech's objectives and Ameritech's time lines. The first order of business should be to determine what system enhancements and corrections are necessary to resolve problems that have an adverse impact on customers. Only once those enhancements have been

implemented should the Commission consider testing the system. There is simply no reason to test a system until improvements are made to correct the flaws.

Sprint urges the Commission to move the following issues into this docket: structure of performance measures, disaggregation, business rules and formulas, new performance measurements, forecasting requirements, and operational issues. Time Warner agrees but would also include the remaining issues in this docket because the parties have already resolved them in this or other Ameritech states. The third-party testing issue has been resolved by Ameritech's filing in this cause. Other 'unresolved' issues can easily be resolved, and have been resolved in Wisconsin in its Statement of Principles, previously filed by Time Warner Telecom in this docket. The issue of remedies/penalties should be included in this docket, and as Ms. Terkeurst noted in her May 16, 2000 report, Ameritech's position is that remedies, including remedies to address backsliding, would be considered in the context of a Section 271 proceeding. Likewise, the issue of whether performance measures should be included as amendments to interconnection agreements has already been resolved by Ameritech in Ohio. An example of Ameritech's proposed Ohio amendment is attached as Exhibit 1, which also incorporates the penalty and remedy issue into each interconnection agreement. Those 'unresolved' issues have been resolved by Ameritech in other states, and Time Warner Telecom urges Ameritech to resolve those issues in Indiana as well.

Hence, Time Warner Telecom suggests that the Commission move the Ameritech-specific OSS issues into this docket, and move to quickly establish a procedure with time frames to address and implement these prerequisites for robust competition.

Respectfully submitted,

TIME WARNER TELECOM

By _____

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CERTIFICATE OF SERVICE

The undersigned certifies that on ~~May~~ June 8th, 2000, copies of the foregoing were mailed by first class United States mail, postage prepaid, to:

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_____
Pamela H. Sherwood

AMENDMENT
TO INTERCONNECTION AGREEMENT

By and Between

AMERITECH _____

AND

_____

The Interconnection Agreement ("the Agreement") by and between Ameritech _____ ("AMERITECH") and _____ ("CLEC") is hereby amended as follows:

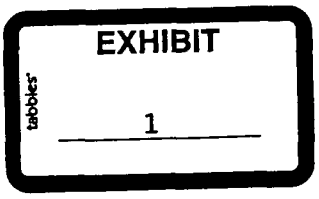
(1) Addition of Appendix PERFORMANCE MEASUREMENTS

(2) Table of Contents modified to add additional Appendix

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.

(4) This Amendment is intended to supersede and replace all provisions in the Agreement related to Performance, including, but not limited to: Performance Measurements, Performance Benchmarks, Performance Breaches, Standards of Performance, Installation and Maintenance Intervals, Performance Activities and all associated remedies, credit allowances, liquidated damages, time frames and reporting periods. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) This Amendment shall be filed with and is subject to approval by the _____ ("PUC") and shall become effective ten (10) days following approval by such PUC.



IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

_____	**AMERITECH** _____
By:_____	By:_____
Title: _____	Title: President – Industry Markets
Name: _____ (Print or Type)	Name: _____ (Print or Type)

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AM-IL's or AM-OH's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company (AM-IL), Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company (AM-OH), The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-IL** means the above listed ILEC doing business in Illinois.

1.4 As used herein, **AM-OH** means the above listed ILEC doing business in Ohio.

1.5 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.

1.6 As used herein, in Illinois, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Illinois Commerce Commission Docket Number 98-0555.

1.7 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.

1.8 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.

1.9 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall

constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that **AM-IL/AM-OH** is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.

2. RESULTS OF COLLABORATIVE PROCESS

2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on SBC/Ameritech's Internet website.

2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution, with such process being the sole and exclusive process for seeking resolution of such issue. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by Ameritech in response to the Collaborative Process as then posted on SBC/Ameritech's Internet website. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

2.3 The remedy plans developed under the Collaborative Process shall be the sole and exclusive process and remedies of a CLEC for Ameritech's alleged or actual failure to meet specified performance measurements, and shall be in lieu of any other process, remedy, damages, or other relief or forum that might otherwise be available for such failure through any claim, complaint, suit, or other formal or informal proceeding whatsoever, brought under any legal or equitable theory

including, but not limited to, those based on contract, tort, antitrust, tariff, or the 1996 Telecommunications Act, all of which are hereby waived by CLEC.

2.4 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, **AM-IL/AM-OH** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.