

**PART 22 - Resale Local Exchange Service**  
**SECTION 1 - General Terms and Conditions**

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Original Sheet 1

**1. GENERAL**

This Part sets forth the local exchange services made available by Illinois Bell Telephone Company (Company) for resale (Resale Local Exchange Services) by a telecommunications carrier (hereinafter "Carrier") for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission, the IL PUA and the rules and regulations of the Illinois Commerce Commission. The Company intends that this tariff fully complies with the Company's obligations under the Illinois Public Utilities Act as amended effective June 30, 2001 ("Illinois PUA").

The Company has filed this tariff under compulsion of the Illinois Public Utilities Act, including as amended by Illinois Public Act 92-0022, and at the direction of the Illinois Commerce Commission, and specifically reserves any and all rights and remedies it may have relating to possible challenges to Illinois Public Act 92-0022 and this tariff under state and federal law, including federal preemption law. In addition, the Company reserves its right to withdraw this tariff in accordance with any applicable law, including but not limited to the decision of the United States Court of Appeals for the 7th Circuit in Wisconsin Bell v. Bie, Nos. 02-3854 and 02-3897 and the decision of the Appellate Court of Illinois in Illinois Bell v. Illinois Commerce Commission, Case Nos. 3-02-0738 and 3-02-0920 (Consolidated).

**1. GENERAL (cont'd)**

General terms and conditions as described in Illinois Guidebook, Part 2, Section 2 apply, where appropriate, unless otherwise specified in this Part. As applied to services offered in this Part, the term "Customer" contained in Illinois Guidebook, Part 2, Section 2 shall be deemed to mean "Carrier" as defined in this Section. Any references in this Part to service descriptions in other sections of this Guidebook shall include all definitions, payment plans, and other terms and conditions applicable to that service. Unless expressly provided to the contrary herein, however, such references do not incorporate the rates and charges contained in the referenced material. Where service descriptions use the terms "customer" or "subscriber", such terms shall be deemed to mean:

- "Carrier" (as defined in this Part) when the context concerns ordering service (or as appropriate blocking service) for resale to its customer; entering into and terminating payment plans for resold service; including calculating minimum usage requirements for optional toll calling plans; requesting repair of resold service, including authorization for the dispatch of service technicians to the Carrier's Customer's premises and performance of any premises work; and billing responsibility for the provision of service ordered by Carrier, and the use, activation, or premature termination of service by Carrier's Customers; or
- "Carrier's Customer" (as defined in this Part) when the context concerns the definition of: the service location (premises); the configuration and sizing of the telecommunications system, network, or service resold; and the manner in which the resold service, including any aspects or capabilities of service, are used, activated, or accessed. Carrier's Customer is also the equivalent term when referenced service descriptions contain any of the following, or similar, terms: user, station user, group, group member, account agent, supervisor or attendant position or line.

**1. GENERAL (cont'd)**

Unless otherwise stated, aggregation of services including usage services, for the purposes of applying volume discounts or participation in service promotions is permitted for carriers on the same basis it is permitted for AT&T Illinois' retail customers. Aggregation of services is limited to services under an account provided to a particular Carrier customer's premises.

Grandfathered services will be made available within 90 days upon Carriers service order. Grandfathered services may be resold by Carrier to those eligible to subscribe to such service from the Company for the remaining period of eligibility. A grandfathered service shall be available for resale under this Part 22 as soon as possible but no later than ninety (90) days after Carrier's service order. In the meantime, such service may be resold at retail rates by Carrier, and any usage information associated with the service will be supplied on a monthly rather than daily basis. When the grandfathered service becomes available for resale under this Part; the Company will conduct a true up and adjust Carrier's account with any difference in the retail charges paid by Carrier and the Part 22 rates applicable to the grandfathered service.

The Company will provide Resale Local Exchange Services subject to the availability of facilities, where technically feasible and from properly equipped central offices. The application of business or residence service is determined in accordance with general regulations in Illinois Guidebook, Part 2, Section 2 based upon the appropriate classification of the Carrier's Customer's (also referred to as "end user") service. Local exchange service cannot be utilized as a substitute for carrier access services. The Company reserves the right to commission an independent audit to ensure that these conditions have been met. (T)

Resale of flat rate local exchange services or any other local exchange service does not entitle the reseller to receive access charge revenue associated with either originating or terminating transmission of interexchange services over such resold service(s).

Where a Carrier orders a service for resale to its customer which is offered on a Term Payment Plan basis, the terms and conditions for such plan as described in Part 2, Section 3 of Illinois Guidebook shall apply provided that the term "customer" used therein shall be understood to refer "Carrier" as described in (I) preceding and "Carrier's Customer" as described in (ii) preceding. (T) (T)

**1. GENERAL (cont'd)**

For residence and business services that are classified as competitive and appear in Illinois Guidebook the associated wholesale services are described in Sections 21 through 37 of this Part. (T)

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## **2. BRANDING**

### **2.1 Company Branding**

Carriers may not, without the Company's written authorization, offer Resale Local Exchange Services under any of the brand names of the Company or any of its affiliates, nor may any Carrier state or imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the Carrier's customers. Company may brand services under this Part with its own brand name (e.g. 411, 611, etc.) but will not provide for Carrier branding of those services.

### **2.2 Carrier Branding**

The Carrier may brand its resold local exchange services with its own brand name. Branding for Operator Services and Directory Assistance is provided at rates and on terms contained in Section 8 of this Part.

**3. LIABILITY OF THE COMPANY**

Notwithstanding any other provision in this Part, the Company's general liability, as described in Illinois Guidebook, Part 2, Section 2 does not extend to the Carrier's Customers or any other third party. Liability of the Company to the Carrier resulting from any and all causes, shall not exceed the liability of the Company as stated in Illinois Guidebook, Part 2, Section 2. The Company shall be liable for the individual service(s) or facility(ies) that it provides and shall not be liable for the integration of service components. Such Liability shall not exceed an amount equal to the proportionate charge for the service(s) or facility(ies) provided for the period during which the service(s) was affected. No other liability whatsoever shall attach to the Company.

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Carrier shall, in its tariffs or other contracts for services under this Part with its customers, provide that in no case shall the Company be liable to the Carrier's Customers or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by the Carrier of the possibility of such damages. If Carrier fails to place such a provision in its tariffs and/or contracts, Carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its customers or third parties as provided in this Part. Nothing in this Part shall be deemed to create a third party beneficiary relationship with Carrier's Customers.

The Company is not liable for mistakes that appear in Company's listings, 911 and 411 databases, or for incorrect referrals of end users to Carrier for any ongoing Carrier service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, the Carrier shall save harmless and indemnify the Company from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third persons (including the Carrier's customers or employees).

**4. RESPONSIBILITIES OF THE COMPANY**

**Operational Interfaces**

Company shall provide Carriers with electronic access to place service orders, receive phone number assignments, receive information necessary to bill Carrier's Customers, and to inform Company of cases of trouble. Company shall provide interface specifications for such electronic access to Carriers subject to Carrier's execution of Company's standard non-disclosure agreement.

**Public/Emergency Services**

(See Tariff 22, Part 8, Section 3)

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**Universal Emergency Number Service - 911**

Universal Emergency Number Service/911 Telecommunications Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

**5. RESPONSIBILITIES OF THE CARRIER**

Carrier shall follow the pre-order procedures established by the Company, including completion of the resale implementation questionnaire, prior to submitting its first request for resale service.

**Documentation of Authorization/Agency**

Prior to submitting an order under this Part, a Carrier must have obtained documentation from the customer (e.g., written or electronic authorization, tape recorded conversation, or password verification, etc.), explicitly authorizing the Carrier to provide local exchange telecommunications services to the Carrier's Customer (Documentation of Authorization). The Carrier must retain all Documentation of Authorization on file, which shall be available for inspection during normal business hours.

**5. RESPONSIBILITIES OF THE CARRIER (Cont'd)**

**Documentation of Authorization/Agency (Cont'd)**

In the event that the Carrier submits an order under this Part, and the end user notifies the Company, within the greater of 90 days or two (2) billing cycles of the date the Carrier submitted an order under this Part, that the end user did not authorize the Carrier to provide local exchange telecommunications services to the end user (Unauthorized Switching), the Carrier must provide the Company with that end user's Documentation of Authorization within three (3) business days. In the event that the Carrier cannot provide the Documentation of Authorization within three business days, the Carrier must within three business days thereafter:

- (1) notify the Company to change the end user back to the local exchange carrier providing service to the end user before the change to the Carrier was made, and
- (2) provide any end user information and billing records the Carrier has obtained relating to the end user, to the prior Carrier, and
- (3) notify the end user and the Company that the change has been made, and
- (4) pay the Company \$50.00 per line to compensate the Company for switching the end user back to the original carrier.

**Illinois Telephone Connection Program**

The Carrier is responsible for compliance with the provisions of the Illinois Telephone Connection Program for its customers.

**Illinois Telephone Assistance Program**

The Carrier is responsible for compliance with the provisions of the Illinois Telephone Assistance Program for its customers.

**5. RESPONSIBILITIES OF THE CARRIER (Cont'd)**

**Carrier Changes**

When the Company receives an order from a Carrier (Ordering Carrier) for services under this Part to a Carrier's Customer ("end user"), and the Company is currently providing services under this Part to another Carrier for the same end user (Carrier Customer of Record), Company shall notify its Carrier Customer of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier Customer of Record and the Ordering Carrier to resolve any issues related to the end user. Carrier Customer of Record and/or Ordering Carrier agree to hold harmless and indemnify Company against any and all liability and claims, including reasonable attorneys' fees, that may result from the Company acting under this paragraph.

The Carrier is solely responsible for the payment of charges for all services furnished in this Part including, but not limited to, calls originated or accepted at its and its end users' service locations.

**5. RESPONSIBILITIES OF THE CARRIER (Cont'd)**

**Carrier Interfaces**

Carrier shall be responsible for modifying and connecting any of its systems with Company provided interfaces as described in this Part.

**5. RESPONSIBILITIES OF THE CARRIER (Cont'd)**

**Indemnification**

Carriers who resell services offered under this Part shall indemnify, defend and save the Company harmless against any and all claims and expenses (including attorneys' fees and costs) which may arise from or in connection with such resale including, but not limited to, claims for libel, slander, infringement of copyright or patents, claims for injuries to persons or property damage or any other damage in connection with Company service or resold services, arising out of any act or omission of the Carrier or end user in connection with facilities or services provided by the Company or the Carrier or end user, claims for interruption of or deficiencies, failures or errors in service and any consequences thereof and claims arising from mistakes in or omissions of listings. (T)

The Company will not be responsible for the manner in which the use of service, or the associated charges are allocated to others by a Carrier who resells service. All applicable rates and charges for such service will be billed to and be the responsibility of the Carrier.

**Telephone Solicitation by Use of Recorded Messages**

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**Carrier Contact Numbers**

Carrier shall be responsible for providing to its customers and to the Company a telephone number or numbers that Carrier Customers can use to contact Carrier in the event of service or repair requests. In the event that Carrier Customers contact the Company with regard to such requests, Company shall inform Carrier customers that they should call their Carrier and may provide Carrier's Contact Number to Carrier's Customers. Carrier may enter into contractual arrangement with the Company for the transfer to Carrier of calls placed by Carrier Customers for service or repair requests.

**Emergency Telephone Number Information**

Carrier shall provide Company with accurate and complete information regarding Carrier's Customers in a method prescribed by the Company, so that the Company may keep its Emergency Telephone Number Service database updated.

**6. BILLING**

The Company will provide a Carrier specific Daily Usage File (DUF) to each Carrier reselling Company Local Exchange Services. This file will include individual service specific daily usage for each resold Local Exchange Service. The daily usage file will include sufficient detail to enable Carriers reselling Company exchange services to bill Carrier's end user customers. No other detailed billing will be provided.

Interexchange call detail forwarded to the Company for billing, which would otherwise be processed by the Company, will be returned to the Interexchange Carrier, and will not be passed through to the Carrier. This call detail will be returned to the Interexchange Carrier with a transaction code indicating that the returned call originated from a resold account.

Billing for 900 and 976 calls or other pay-per-call services will be passed through to the Carrier when the Company records the message. If a Carrier does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines under this Part. When the Interexchange Carrier records the 900 and 976 calls, the call detail will be returned to the Interexchange Carrier.

The Carrier is responsible for providing all billing information to their customers who purchase resold Company exchange services.

Company shall not charge Carrier the applicable rate for services Company provided to Carrier in this Part, for which, and only to the extent that:

- (1) Company did not provide Carrier billing information required to bill its customers as provided in this paragraph; and
- (2) Such failure to provide billing information was not caused in part or in whole, by actions of the Carrier or other third parties; and
- (3) Neither Carrier nor Company can provide the billing information, within the time provided in 83 ILL. Adm. Code, Part 735 by another method that will enable Carrier to bill its customers.

Pursuant to order of Ill. C. C. in Docket Nos. 95-0458 and 95-0531 dated  
June 26, 1996

## **7. DEFINITIONS**

### **Carrier**

A Carrier is a telecommunications carrier as specified by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Illinois Commerce Commission.

### **Carrier Customer**

The party which contracts with a Carrier for resold telecommunication services pursuant to the terms and conditions of this Part. Where necessary to promote clarity, Carrier Customer may also be referred to as "end user".

### **Resale**

Occurs when a Carrier subscribes to a telecommunication service offered in this Part for the purpose of selling such service to its Carrier Customers.

Service is furnished for use by the Carrier for resale by the Carrier to its customers and may be used only by others as specifically provided elsewhere in this tariff.

## **8. USE OF SERVICE**

### **General**

#### **Unlawful Use of Service**

Service shall not be used for any purpose in violation of law. The Carrier, and not the Company, shall be responsible to ensure that Carrier and its customers' use of the services provided hereunder complies at all times with all applicable laws. The Company may refuse to furnish service to a Carrier applicant or shall disconnect the service of a Carrier or as appropriate the Carrier's Customer when:

- An order is issued, signed by a judge as defined by Illinois Revised Statutes, Chapter 38, Section 102-13, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

**8. USE OF SERVICE (Cont'd)**

**Unlawful Use of Service (Cont'd)**

Termination of service shall take place after reasonable notice is provided the Carrier, or as ordered by the Court.

If communications facilities have been physically disconnected by Law Enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the Carrier, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

**Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Carriers or Company's customers.

**Subscribing to Adequate Service**

If a Carrier's use of service interferes unreasonably with the service of other Carriers or of Carrier Customers or of the Company's customers, the interfering Carrier will be required to take service in sufficient quantity or of a different class or grade.

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d/b/a AT&T Illinois d/b/a AT&T  
Wholesale

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## **10. CARRIER DISCONNECT SERVICE**

### **A. DESCRIPTION**

Carrier disconnect service is a special billing arrangement which enables a Carrier to have their customer's service disconnected for a temporary period of time.

### **B. TERMS AND CONDITIONS**

Carrier disconnect service is provided in conjunction with Telecommunications Services in this Part except:

- A. Foreign District and Foreign Exchange Service
- B. Series 1000, 2000, 3000, 6000, 7001B and 10000 Channels
- C. Service provided under Contract or Variable Term Pricing
- D. Automatic Call Distribution System - ESS
- E. Direct Digital Service
- F. Direct Hi-Cap Service
- G. NovaLink Fiber Optic Service
- H. Direct Inward Dialing Service (DID)
- I. Wide Area Telecommunications Service
- J. ISDN
- K. Centrex, excluding dormitory service
- L. Grandfathered service
- M. Integrated Information Network
- N. Coin

## **10. CARRIER DISCONNECT SERVICE (cont'd)**

### **B. TERMS AND CONDITIONS**

Carrier may request the Company to disconnect local exchange service on a designated line(s) which it resells to its end user customer provided that:

- Carrier bears the sole and full responsibility for compliance with any Commission disconnection and restoral of service requirements and to request such disconnection only on one of the grounds set forth in 83 Illinois Administrative Code Part 735 upon which the Illinois Commerce Commission has authorized disconnection of local service by the local exchange carrier at other than the request of the customer using that service (i.e., involuntary disconnection from the perspective of the consumer of local exchange service).
- Carrier shall indemnify, defend and hold harmless the Company for and against any claim, loss or damage asserted by any person related to or arising out of the Company's provision of Carrier Disconnect Service to Carrier hereunder.
- Should an existing Carrier's customer, whose local exchange service has been temporarily disconnected hereunder, elect to change local exchange service providers, the Company will notify existing Carrier of such order coincident with processing the authorized order of the new Carrier and in association therewith will permanently disconnect the existing Carrier's resale service in order to reuse the line(s) to complete the new Carrier's authorized order to provide local exchange service to such customer.

Service will be disconnected or restored subject to receipt of the Carrier's request.

The service of a Carrier's customer may be disconnected as provided following.

In applying the rates and charges for Carrier Disconnect Service involving Combination Administrative and Dormitory Service, administrative terminals are classified as business service and dormitory terminals are classified as residence service, with each dormitory terminal treated as a separate customer.

**10. CARRIER DISCONNECT SERVICE (cont'd)****C. PRICES**

Carrier disconnect service is available for business or residence service, except listings, and permitted for any period of time.

Description /Billing Code/	Residence	Business
The monthly rate during each period of disconnection is the regular monthly rate for the service disconnected.		
To establish disconnect service, per Carrier's customer's account. /ZRUS/	-	-
To restore disconnect service, per Carrier's customer's account. /ZRUS/	\$28.60	\$28.60 (R)

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