

Southwestern Bell Teleph  
220 SE Sixth  
Room 515  
Topeka, KS 66603-3596  
Phone 785276.8413  
Fax 785.276.1948  
E-Mail bn7429@ksmail.sbc.com

Bruce A. Ney  
Attorney



November 29, 2000

STATE CORPORATION COMMISSION

Mr. Jeffrey S. Wagaman, Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

NOV 29 2000

*Jeffrey S. Wagaman* Docket  
Room

Re: SWBT and Tri State Telecommunications Resale Agreement

Dear Mr. Wagaman:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of the Resale Agreement between, Southwestern Bell Telephone Company ("SWBT") and Tri State Telecommunications ("Tri State") and supporting affidavit of Brett Sayre, Area Manager-Regulatory Issues of SWBT.

The Agreement and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration.

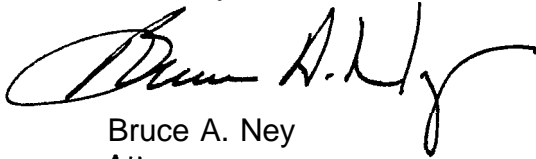
SWBT files this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996. SWBT represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SWBT specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Tri State is listed below.

CLEC Officer Name:	CLEC Attorney Name:
David E. Hoffman, President and Owner	Larry Chrisenhall
Tri State Telecommunications	Chrisenhall, Nestrud & Julian
514 Ouchita Ave.	Region's Center
Hot Springs, AR 72201	400 W. Capitol St., Ste. 2840
Phone: 501-276-6227	Little Rock, AR 72201
Fax: 501-623-6229	Phone: 501-372-5800
	Fax: 501-372-494 1

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a large initial "B" and a stylized "Ney".

Bruce A. Ney  
Attorney

Enclosures

cc: Ms. Eva Powers (transmittal letter only)  
Mr. Joseph White (transmittal letter only)  
Mr. Larry Cooper  
Mr. Larry Chrisenhall

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

STATE CORPORATION COMMISSION

NOV 29 2000

Application of Southwestern Bell )  
Telephone Company for Approval of )  
Resale Agreement Under the )  
Telecommunications Act of 1996 With )  
Tri State Telecommunications )

Docket No. 01-SWBT-451-1 AT

*Robert A. Wassman* Docket  
Room

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR  
APPROVAL OF RESALE AGREEMENT UNDER THE  
TELECOMMUNICATIONS ACT OF 1996**

Southwestern Bell Telephone Company ("SWBT") hereby files this Application for Approval of Resale Agreement ("the Agreement") with Tri State Telecommunications ("Tri State") under the Telecommunications Act of 1996, Public Law No. 104-104 ("Federal Act") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. AGREEMENT REACHED**

SWBT presents to this Commission for approval an agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment I). After good faith negotiations to address all of the complex issues involved in such an agreement, the parties executed the Resale Agreement on November 13, 2000 and filed herewith, together with attachments incorporated therein.

There are no outstanding issues between SWBT and Tri State that need the assistance of mediation or arbitration.

## **II. REQUEST FOR APPROVAL**

SWBT seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act. SWBT believes that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

SWBT respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

## **III. STANDARD FOR REVIEW**

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

### **(e) APPROVAL BY STATE COMMISSION**

- (1) APPROVAL REQUIRED.**--Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.**--The State Commission may only reject --

- (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --
  - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
  - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

The affidavit of Brett Sayre, Area Manager-Regulatory Issues, establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II).

#### IV. KANSAS LAW

The negotiated and executed Agreement is consistent with the Kansas regulatory statutes.

#### VI. CONCLUSION

For the reasons set forth above, SWBT respectfully requests that the Commission approve the Agreement expeditiously.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY



APRIL J. RODEWALD (#99007)

BRUCE A. NEY (#15554) ✓

MICHELLE BOEHM O'NEAL (#18701)

220 E. Sixth Street, Room 515  
Topeka, Kansas 66603-3596  
(785-276-8413)

Attorneys for  
Southwestern Bell Telephone Company

RESALE AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

by and between'

SOUTHWESTERN BELL TELEPHONE COMPANY

and

**TRI** STATE TELECOMMUNICATIONS

(KANSAS)

RESALE AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

**ILLINOIS BELL TELEPHONE COMPANY,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED,  
MICHIGAN BELL TELEPHONE COMPANY,  
NEVADA BELL TELEPHONE COMPANY,  
THE OHIO BELL TELEPHONE COMPANY,  
PACIFIC BELL TELEPHONE COMPANY,  
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY,  
SOUTHWESTERN BELL TELEPHONE COMPANY AND/OR WISCONSIN  
BELL, INC. D/B/A AMERITECH WISCONSIN  
SUBJECT INDEX**

**SUBJECT**

**APPENDIX**

Resale General Terms & Conditions .....	GT&C- 13STATE RESALE
Directory Assistance .....	DA- 13STATE RESALE
FCC Merger Conditions.. .....	FCC MERGER CONDITIONS-13STATE RESALE
Operator Services.. .....	OS-1 3STATE RESALE
Operator Support Services .....	OSS-13STATE RESALE
Performance Measurements.. .....	PERFORMANCE MEASUREMENTS-13STATE RESALE
Pricing.. .....	PRICING- 13 STATE RESALE
Arkansas Pricing .....	PRICING-AR
Kansas Pricing .....	PRICING-KS
Missouri Pricing.. .....	PRICING-MO

## **RESALE AGREEMENT**

by and among

**Illinois Bell Telephone Company,  
Indiana Bell Telephone Company Incorporated,  
Michigan Bell Telephone Company,  
Nevada Bell Telephone Company,  
The Ohio Bell Telephone Company,  
Pacific Bell Telephone Company,  
The Southern New England Telephone Company  
Southwestern Bell Telephone Company,  
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

and

**Tri State Telecommunications**



**TABLE OF CONTENTS**

<b>1. INTRODUCTION .....</b>	<b>5</b>
<b>2. DEFINITIONS .....</b>	<b>6</b>
<b>3. INTERPRETATION, CONSTRUCTION AND SEVERABILITY .....</b>	<b>17</b>
<b>4. DESCRIPTION AND CHARGES FOR SERVICES .....</b>	<b>21</b>
<b>5. GENERAL RESPONSIBILITIES OF THE PARTIES .....</b>	<b>22</b>
<b>6. EFFECTIVE DATE, TERM, AND TERMINATION .....</b>	<b>24</b>
<b>7. FRAUD BY END USER(S) .....</b>	<b>26</b>
<b>8. DEPOSITS (<u>SBC-12STATE</u>) .....</b>	<b>28</b>
<b>9. BILLING AND PAYMENT OF CHARGES .....</b>	<b>31</b>
<b>10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION .....</b>	<b>37</b>
<b>11. TERMS AND CONDITIONS FOR RESALE OF SERVICES .....</b>	<b>41</b>
<b>12. ADDITIONAL TERMS APPLICABLE TO RESALE OF SERVICES .....</b>	<b>50</b>
<b>13. ANCILLARY SERVICES .....</b>	<b>51</b>
<b>14. NETWORK AND SERVICE ORDER CONDITIONS .....</b>	<b>52</b>
<b>15. DISPUTE RESOLUTION .....</b>	<b>53</b>
<b>16. AUDITS – Applicable in <u>SBC-12STATE</u> only .....</b>	<b>57</b>
<b>17. RESPONSIBILITIES OF SWBT .....</b>	<b>60</b>
<b>18. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES .....</b>	<b>62</b>
<b>19. LIMITATION OF LIABILITY .....</b>	<b>63</b>
<b>20. RESPONSIBILITIES OF CLEC .....</b>	<b>65</b>
<b>21. INDEMNITY .....</b>	<b>67</b>

22. PERFORMANCE MEASURES .....	71
23. INTELLECTUAL PROPERTY .....	72
24. NOTICES .....	7 2
25. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS .....	74
26. NO LICENSE .....	75
27. CONFIDENTIALITY .....	75
28. INTERVENING LAW .....	80
29. GOVERNING LAW .....	* 81
30. REGULATORY APPROVAL .....	81
31. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION ....	81
32. COMPLIANCE AND CERTIFICATION .....	84
33. LAW ENFORCEMENT .....	85
34. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR.....	86
35. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY .....	86
36. ASSIGNMENT .....	87
37. DELEGATION TO AFFILIATE .....	87
38. SUBCONTRACTING .....	88
39. FORCE MAJEURE .....	88
40. TAXES .....	89
41. NON-WAIVER .....	91
42. CUSTOMER INQUIRIES.....	91
43. EXPENSES .....	92

<b>44. CONFLICT OF INTEREST .....</b>	<b>92</b>
<b>45. AMENDMENTS AND MODIFICATIONS.....</b>	<b>92</b>
<b>46. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES .....</b>	<b>93</b>
<b>47. SURVIVAL .....</b>	<b>93</b>
<b>48. APPENDICES INCORPORATED BY REFERENCE .....</b>	<b>94</b>
<b>49. AUTHORITY .....</b>	<b>94</b>
<b>50. COUNTERPARTS .....</b>	<b>95</b>
<b>51. ENTIRE AGREEMENT .....</b>	<b>95</b>

**RESALE AGREEMENT  
STAND-ALONE**

This Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Agreement”), is dated as of \_\_\_\_\_, 2000 and between one or more of the SBC Communications Inc.-owned ILEC’s Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, (only to the extent that such SBC ILEC(s) executes this Agreement and provides service in a state listed below) and Tri State Telecommunications (CLEC), (an Arkansas corporation), shall apply to the state(s) of Arkansas, Kansas, and Missouri.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the “Act”), the Parties wish to establish terms for the purchase by CLEC of certain Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, retail Telecommunications Services and certain other services for resale by CLEC to its local exchange End User(s) within the state(s) listed on page 1 in the preamble to this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

WHEREAS, for purposes of this Agreement, CLEC intends to operate where Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and Wisconsin Bell, Inc d/b/a Ameritech Wisconsin are the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to purchasing resale services, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

**1. INTRODUCTION**

- 1.1 This Agreement sets forth the rates, terms and conditions for those services available for sale at retail to End Users that are made available by Illinois Bell

DUE TO THE SIZE OF THIS FILING, NOT ALL PAGES HAVE BEEN SCANNED AND AVAILABLE ON THE INTERNET. IF YOU WOULD LIKE A COMPLETE COPY OF THIS FILING, PLEASE CALL THE DOCKET ROOM AT 785271.3188. COPY CHARGES WILL APPLY AT \$.20 PER PAGE.