

Issued: May 9, 2003

Effective: May 24, 2003

FACILITIES FOR INTERSTATE ACCESS

CHECK SHEET

Title Pages 1 to 3 and Pages 1 to 21-17 (T) inclusive, of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 1, 2, 3, 4, 5, 6 and 7 contain all changes from the original tariff that are in effect on the date shown.

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5	32nd	2-8	Original	3-7	1st	4-39	Original
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10	9th	2-12	3rd	3-13	2nd	4-45	Original
11	Original	2-13	2nd*	3-14	1st	4-46	Original
12	Original	2-14	Original	3-15	Original	4-47	Original
13	Original	2-15	Original	3-16	Original	4-48	Original
14	Original	2-16	1st	3-17	Original	4-49	Original
15	Original	2-16.1	Original	3-17.1	Original	4-50	Original
16	Original	2-17	Original	3-18	Original	4-51	Original
17	Original	2-18	2nd	3-19	2nd	4-52	Original
18	Original	2-19	Original	3-20	Original	4-53	Original
19	Original	2-20	Original	3-21	Original	4-54	Original
20	Original	2-21	1st	4-1	Original	4-55	Original
21	Original	2-22	Original	4-2	Original	4-56	Original
22	Original	2-23	Original	4-3	Original	4-57	Original
23	Original	2-24	Original	4-4	Original	4-58	Original
24	1st	2-25	1st	4-5	Original	4-59	Original
25	1st	2-26	Original	4-6	Original	4-60	Original
26	Original	2-27	Original	4-7	Original	4-61	Original
27	Original	2-28	Original	4-8	Original	4-62	Original
28	Original	2-29	Original	4-9	Original	4-63	Original
29	1st	2-30	1st	4-10	Original	4-64	Original
30	1st	2-31	1st	4-11	Original	4-65	Original
31	1st	2-32	Original	4-12	Original	4-66	Original
32	Original	2-33	1st	4-13	Original	4-67	Original
33	Original	2-34	1st	4-14	Original	4-68	Original
34	Original	2-34.1	Original	4-15	Original	4-69	Original
35	Original	2-35	Original	4-16	Original	4-70	Original
36	Original	2-36	Original	4-17	Original	4-71	Original
37	1st	2-37	1st	4-18	Original	4-72	Original
38	1st	2-38	Original	4-19	Original	4-73	Original
39	Original	2-39	Original	4-20	Original	4-74	Original
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41	4th	2-41	Original	4-22	Original	4-76	Original
42	5th	2-42	Original	4-23	Original	4-77	Original
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* New or Revised page

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Vice President, Federal Regulatory
1300 I Street NW, Washington, DC 20005

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FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Discontinuance and Refusal of FIA (Cont'd)

(C) In addition to and not in limitation of the provisions of 2.1.8(A) and 2.1.8(B), unless the provisions of 2.2.1(B) or 2.5.1 following apply, if a customer fails to comply with 2.4.1(A) or 2.4.1(D) following, including any bill payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in sections 2.1.8(A) and 2.1.8(B) with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice, such notice period to start the day after the notice is sent by Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either:

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- (1) the Telephone Company has sent the subject bill to the customer within seven (7) business days from the bill date: or
- (2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before the notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to 2.1.8 (A) or 2.1.8(B). The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer. Action will not be taken as specified in 2.1.8(A) or 2.1.8(B) with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) days notice period, as applicable.

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- (D) If the Telephone Company provided notice pursuant to 2.1.8(A), (B), or (C) preceding, does not refuse additional applications for FIA service or discontinue the provision of the FIA services on the date specified, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for FIA service or to discontinue the provision of the FIA services, including the provision of Physical or Virtual Expanded Interconnection services.
- (E) If notice is given by Overnight Delivery under this section, it shall be preformed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.
- (F) The provisions of 2.1.8(A), (B), or (C) shall not apply to charges that customer does not pay based on submission of a good faith dispute pursuant 2.4.1(D)(2).

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FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.3 Obligation of the Customer (Cont'd)2.3.10 Coordination With Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Charges and Deposits

- (A) The Telephone Company may, in order to safeguard its interests, require a customer, which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. The Telephone Company will notify the customer of a deposit requirement by Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice to start the day after the notice is sent by Overnight Delivery. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company.

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A deposit may not exceed the actual or estimated rates and charges for the FIA for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills.

At such time as the provision of the FIA to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer.

In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.

- (B) Where the provision of FIA requires facilities that meet any of the conditions specified in 10.1.1, Special Construction charges in Section 10 will apply.

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Charges and Deposits (Cont'd)

(D) (Cont'd)

- (2) In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, by accessing the Telephone Company website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit the Telephone Company to investigate the merits of the dispute.

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- If the claim is received within 6 months of the payment due date, and the customer has paid the total billed amount, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of overpayment.
- If the claim is received more than 6 months from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later of the date the claim was received or the date of overpayment.

A credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate in (1).

The Telephone Company will assess or credit late payment charges on disputed amounts to the customer as follows:

- If resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.
- If resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge in (1).
- If resolved in favor of the customer and the customer has withheld the disputed amount, the customer shall be credited for each month or portion thereof that the late payment charge in (1) may have been applied. In the event the customer has paid the late payment charge, a credit will be granted to the customer for both the late payment charge paid on disputed amount and an amount equal to the percentage rate in (1).

- (3) Late Payment Charges applicable to End User FIA, described in Section 13, are those in the Telephone Company General and/or Local Tariffs.

2.4.2 Minimum Periods

- (A) The minimum periods for which FIA are provided and which rates and charges are applicable are in 3.2.4.
- (B) The minimum periods for which FIA are provided and which rates and charges are applicable for Specialized FIA or Arrangements provided on an Individual Case Basis, as in Section 7 are established with the individual case filing.
- (C) For discontinuances of FIA with a one month minimum period, all applicable charges for the one month period will apply. In instances where the minimum period is greater than one month, however, the charge will be the lesser of the Telephone Company's non-recoverable costs less the net salvage value for the discontinued service of the minimum period charges.
- (D) The minimum periods for which Expanded Interconnection Services are provided and which rates and charges are applicable are in Section 17.
- (E) The minimum periods for Optical Networking Services are provided and which rates and charges are applicable are in Section 20.

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