

ACCESS SERVICE**CHECK SHEET**

Title Page 1 to 17-697 of this tariff and Supplement No. 7 are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date hereof.

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*Issued November 21, 2003

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(T)

ACCESS SERVICE

1. Application of Tariff

1.1 This tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, End User Access, Switched Access, Special Access, Lifeline Assistance, Universal Service Fund and other miscellaneous services, hereinafter referred to collectively as service(s). These services are provided to customers by the Issuing Carriers of this tariff, hereinafter the Telephone Company. This tariff also contains Access Ordering regulations and charges that are applicable when these services are ordered or modified by the customer.

(D)

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(D)

1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

(D)

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(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service

- (A) If a customer fails to comply with 2.1.6 preceding (Service Maintenance) or Sections 2.3.1, 2.3.4, 2.3.6, 2.3.11, 2.4.1 or 2.5, following (C)
 (respectively, Damages, Availability for Testing, Balance, Jurisdictional |
 Report and Certification Requirements, Payment of Rates, Charges or (C) (T)
 Deposits; or Connections), including any customer's failure to make (T)
 payments on the date and times therein specified, the Telephone (C)
 Company may, on thirty (30) calendar days written notice by Certified (C)
 U.S. Mail, or overnight delivery to the person designated by that |
 customer to receive such notices of noncompliance, take the following (C)
 actions:
- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
 - discontinue the provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

Certain material formerly found on this page can now be found on Original Page 2-9.2

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) In addition to and not in limitation of the provisions in (A), above, if a customer fails to comply with Section 2.4.1, following (Payment of Rates, Charges and Deposits), including any payments to be made by it on the dates and times therein specified, the Telephone Company may take the actions specified in (A), above, with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice to the person designated by that customer to receive such notices of noncompliance, 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 on subject deposit request and either:

- (1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
- (2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given; or
- (3) the Telephone Company has sent the subject deposit request to the customer more than fifteen (15) business days before notice under this section is given.

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

(C) If notice is given by overnight delivery under (A) or (B), above, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.

(N)

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D) The provisions in (A) and (B), above, shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to Section 2.4.1(D), following (Billing Disputes).

(N)
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(N)

(E) If a customer fails to comply with 2.2.2, following (Unlawful and Abusive Use), the Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.

(T) (M)

In such instances when termination occurs the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

(M)

Certain material currently found on this page formerly appeared on Original Page 2-9.

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (F) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with 2.2.1 following (Interference or Impairment), the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Telephone Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4, following, is not applicable. (T)
- (G) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance. (T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(H) If the Telephone Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice. (T)

(I) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 3.9 herein (Federal Universal Service Charge), including any Customer's failure to make payments on the date and times specified therein, the Telephone Company may, on thirty calendar days' written notice to the Customer by Certified U.S. Mail, or overnight delivery to the person designated by that customer to receive such notices of noncompliance, take any of the following actions: (T)
(C)
(C)
(C)

- refuse additional applications for service
- refuse to complete any pending orders for service
- discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges including termination charges shall become due.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(B) Disputes Involving Jurisdictional Certification - Special Access and Public Packet Data Network (T)
(T)

If a dispute arises concerning the certification of projected interstate traffic as described in (A) above, the Telephone Company will ask the customer to provide the data the customer used to determine that more than 10% of the traffic is interstate. The customer shall supply the data within thirty (30) days of the Telephone Company request. If the reply results in a jurisdictional change of a Special Access Service or Public Packet Data Network Service, the effective date of the change will be the date the Telephone Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access Service or Public Packet Data Network Service.

(T)
(T)

(C) Jurisdictional Reports - Switched Access

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. For purposes of determining the jurisdiction of Switched Access Services, the regulations set forth in (1) through (4), below, apply.

(C)
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(C)

(D)
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(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) Percentage of Interstate Use (PIU)

(a) For purposes of developing the projected interstate percentage for Feature Group C or Feature Group D, the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

For purposes of developing the projected interstate percentage for Feature Group A or Feature Group B, pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated, is an interstate communication.

(N)

(N)

(C)
(C)
(T)
(M)

(M)

Certain material currently found on this page formerly appeared on 3rd Revised Page 2-21.

ACCESS SERVICE

2. General Regulations (Cont'd)

(N)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(N)

(1) Percentage of Interstate Use (PIU)

(b) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will use that call detail to render bills for those minutes of use and will not use PIU factors(s) described in (2), below, to determine the jurisdiction of those minutes of use.

(C)

When the Telephone Company receives insufficient call detail to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will apply the PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in (2), below, only to those minutes of use for which the Telephone Company does not have sufficient call detail. Such PIU factor(s) will be used until the customer provides an update to its PIU factor(s) as set forth in (2) (g) or (h), below.

For all flat rated Switched Access Services, the Telephone Company will apply the PIU factor(s) as provided by the customer or developed by the Telephone Company as set forth in (2), below, each month until the customer provides an update to its PIU factor(s) as described in (2) (g) or (h), below.

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd) (T)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Use of PIU Factors (T)

(a) As specified in Section 5.2.1, following, the customer will provide a projected PIU for each Switched Access Service for each end office when placing its order. Such PIU factors are applied to all usage rated elements (including but not limited to Information Surcharge, Local Switching, and Tandem Switched Transport), where the Telephone Company does not receive sufficient call detail to determine the jurisdiction of the usage. (C)

If the customer fails to provide a PIU factor on its order for service, the following provisions apply. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction and when the Feature Group C or Feature Group D access minutes of use are measured, the Telephone Company will develop PIU factor(s) on a monthly basis by end office by dividing the customer's measured interstate originating access minutes (the access minutes where the calling party is in one state and the called party is in another state) by the customer's total originating access minutes. For terminating access minutes, the same data used by the Telephone Company to develop the PIU factor for originating access minutes will be used to develop the PIU factor for such terminating access minutes. (C)

Certain material currently found on this page formerly appeared on 3rd Revised Page 2-21, 1st Revised Page 2-23 and 1st Revised Page 2-24.

Certain material formerly found on this page now appears on 2nd Revised Page 2-22 and Original Page 2-22.1.

ACCESS SERVICE

- 2. General Regulations (Cont'd) (N)
- 2.3 Obligations of the Customer (Cont'd)
- 2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)
- (C) Jurisdictional Reports - Switched Access (Cont'd)
- (2) Use of PIU Factors (Cont'd) (N)
- The Telephone Company developed PIU factor(s) described in this section will only be used for minutes of use for which the Telephone Company does not have sufficient call detail to determine the jurisdiction until such time as the customer provides updated PIU factor(s) for these services. (C)
- (b) Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport Facilities, and Switched Access Services Optional Features and Functions. The PIU factor(s) for use with such flat rated elements will reflect the combination of originating and terminating traffic of all services using such facilities. (M)
(M)
(C)
(C)
- If the customer fails to provide a PIU factor on its order for service, the Telephone Company will apply the PIU factor it developed pursuant to (2)(a), above, against the customer's flat rated Switched Access Services to apportion those changes between the jurisdictions. (N)
(N)

Certain material currently found on this page formerly appeared on 3rd Revised Page 2-21.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd) (T)(C) Jurisdictional Reports - Switched Access (Cont'd)(2) Use of PIU Factors (Cont'd) (T)

- (c) When a customer orders Feature Group A or Feature Group B Switched Access Service, the customer shall, in its order, state the projected percentage for interstate usage for each Feature Group A or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as well. For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be developed intrastate access minutes. (T)
(M)
- (d) When a customer orders Directory Assistance Service, the customer shall, in its order, provide the projected interstate percentage for terminating use. (T)
(M)
(C)
- (e) When the customer has both interstate and intrastate Operator Services traffic, the percentage interstate usage determined for the customer's FGC or FGD service will be applied to the customer's Operator Services charges. (T)
(M)
(M)

Certain material currently found on this page formerly appeared on 1st Revised Page 2-22, 1st Revised Page 2-24, and 2nd Revised Page 2-25.

Certain material formerly found on this page now appears on Original Page 2-19.1, 2nd Revised Page 2-20, Original Page 2-20.1, and Original Page 22.1

ACCESS SERVICE

- 2. General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.11 Jurisdictional Report and Certification Requirements (Cont'd) (T)
 - (C) Jurisdictional Reports - Switched Access (Cont'd)
 - (2) Use of PIU Factors (Cont'd) (T)
 - (f) For each service, the customer may only provide a PIU factor that is in a whole number format, i.e., a number from 0 to 100. When the customer provides the PIU factor, the Telephone Company will subtract the provided PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer provided factors will be used by the Telephone Company as described in (1)(b), above, until the customer provides updated PIU factors as required in (2)(g) or (h), below. (N)
 - (g) When the customer adds or discontinues Busy Hour Minutes of Capacity (BHMC) lines or trunks to an existing Switched Access Service group, the customer shall furnish a revised projected interstate percentage for the remaining BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing, where applicable, and will be effective on the next bill date. No prorating or back billing will be done based on such revised report. (C)
 - (C)
 - (M)
 - (M)
 - (C)
 - (M)
 - (C)

Certain material currently found on this page formerly appeared on 1st Revised Page 2-20 and 3rd Revised Page 2-21.

Certain material formerly found on this page now appears on 4th Revised Page 2-21.

ACCESS SERVICE

- 2. General Regulations (Cont'd) (N)
- 2.3 Obligations of the Customer (Cont'd)
- 2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)
- (C) Jurisdictional Reports - Switched Access (Cont'd)
- (2) Use of PIU Factors (Cont'd) (N)
- (h) Effective on the first of January, April, July and October of each year, the customer shall update its interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Such revised report will serve as the basis for the next three month's billing for determining the jurisdiction for Switched Access Services in cases where the Telephone Company does not have sufficient call detail to do so and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report. (T) (M) (C)
- If the customer does not supply the revised reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the customer's order for service or as developed by the Telephone Company as specified in (2)(a), above. (M) (C)

Certain material currently found on this page formerly appeared on 1st Revised Page 2-20 and 3rd Revised Page 2-21.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(T)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Maintenance of Customer Records

(T)

(a) The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (2), above, for Switched Access Services. Such records shall consist of (i) and (ii), below, if applicable.

(N)

(i) All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;

(ii) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

(N)

Certain material formerly found on this page now appears on 2nd Revised Page 2-20

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(T)

(C) Jurisdictional Reports - Switched Access (Cont'd)

Certain material formerly found on this page now appears on 2nd Revised Page 2-20 and 4th Revised Page 2-21.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd) (T)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports – Switched Access (T)

- (a) If a billing dispute arises or if a regulatory commission questions the projected PIU factor(s) provided by the customer, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected PIU factor(s). This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within thirty (30) days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in (3), above, and upon request of the Telephone Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company. (C)

Certain material formerly found on this page now appears on 4th Revised Page 2-21 and Original Page 2-25.1

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports – Switched Access
(Cont'd)

(b) If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of the Tariff and subject to the provisions specified in Section 2.1.8(A), preceding.

(c) Audits may be conducted by: (1) the Telephone Company when the customer agrees; (2) an independent auditor under contract to the Telephone Company; (3) a mutually agreed upon independent auditor paid for equally by the customer and the Telephone Company; or (4) an independent auditor selected and paid for by the customer. If the customer selects option (4), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following Commission procedures for measuring interstate traffic as established by Commission Order, and provide the Telephone Company a report with supporting documentation to verify such procedures.

(d) Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

(N)

(N)

(C)

(C)

(N)

(N)

Certain material currently found on this page formerly appeared on 2nd Revised Page 2-25.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(4) Disputes Involving Jurisdictional Reports – Switched Access
(Cont'd)

- (e) When a PIU audit is conducted by the Telephone Company or an independent auditor under contract to the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail. The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the customer's usage for the quarter the audit is completed, the usage for the quarter prior to the completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report revised PIU pursuant to (2)(g) or (h), above. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in (4)(a), above, may be applied.
- (f) Both credit and debit adjustments will be made to the customer's interstate access charges based on the audit results for the specified periods to accurately reflect the interstate usage for the customer's account consistent with Section 2.4.1, following.

(N)

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports – Switched Access
(Cont'd)

- (g) If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated its PIU(s) by 20 percentage points or more, the Telephone Company shall require reimbursement from the customer for the cost of the audit. Such bill(s) shall be due and paid in immediately available funds within 30 days from receipt and shall carry a late payment penalty as set forth in Section 2.4.1, following, if not paid within the 30 days.

(N)

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in Section 2.3.11(C)(2), preceding, will serve as the basis for prorating the charges unless the Telephone Company is billing according to sufficient call details as set forth in Section 2.3.11(C)(1)(b), preceding. The percentage of an Access Service to be charged as interstate is applied in the following manner:

(C)
|
(C)

(A) Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.

(C)

(B) Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

(D)
(D)

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits(A) Deposits

The Telephone Company will only require a customer that has a proven history of late payments to the Telephone Company or that does not have established credit, to make a deposit as a guarantee of the payment of rates and charges. Such deposit may be required prior to establishing a service or at any time after the provision of a service to the customer. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which payment for undisputed charges was not received within three (3) business days following the payment due date, provided the outstanding undisputed amount of each such individual unpaid bill represented at least ten (10) percent of the total charges on that individual bill. The Telephone Company will provide notice via overnight delivery to the person designated by the customer to receive such notice of the requirement to pay a deposit. 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 period will 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. For new service(s) being established, such deposit will not exceed the estimated rates and charges for a two-month period. For existing services, such deposit will not exceed the actual rates and charges for a two (2) month period associated with each individual bill that met the criteria for late payments specified above. 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 service 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.

(C)

(C)

Certain material formerly found on this page can now be found on Original Page 2-27.1.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) Deposits (Cont'd)

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (C)(2)(a) or in (C)(2)(b) following, whichever is lower.

(M)

The rate will be compounded daily for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(M)

Certain material currently found on this page formerly appeared on Original Page 2-27.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties (Cont'd)

- (2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
 - (b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

Certain material formerly found on this page can now be found on Original Page 2-32.1.

ACCESS SERVICE

- 2. General Regulations (Cont'd) (N)
- 2.4 Payment Arrangements and Credit Allowances (Cont'd) |
- 2.4.1 Payment of Rates, Charges and Deposits (Cont'd) (N)
- (D) Billing Disputes (T) (M)
- (1) 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, when available, by accessing such information on the Telephone Company’s website also shown on the customer’s bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds the 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. (N)
- (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required in (D)(1), above.
- (3) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the customer regarding the disposition of the claim, i.e., resolved in favor of the customer or resolved in favor of the Telephone Company, and credits the customer’s account, if applicable. (N)

Certain material currently found on this page formerly appeared on Original Page 2-32.

ACCESS SERVICE

- 2. General Regulations (Cont'd) (N)
- 2.4 Payment Arrangements and Credit Allowances (Cont'd)
- 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
- (D) Billing Disputes (Cont'd) (N)
- (4) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C)(2), above. (C) (M)
- (5) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety (90) days of the payment due date, penalty interest may be applicable.
- (a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the customer's payment through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of: (C) (M)
- (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or (T) (M)
- (ii) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved. (T) (M)

Certain material currently found on this page formerly appeared on Original Page 2-32 and Original Page 2-33.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (D) Billing Disputes (Cont'd) (T)
- (b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable. (C)
- (6) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after (90) days of the payment due date, penalty interest may be applicable.
- (a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the dispute through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of: (C)
- (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or (T)
- (ii) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved. (T)
- (b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable. (C)

Certain material formerly found on this page can now be found on Original Page 2-32.2 and Original Page 2-33.1.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(E) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

(N)

(N)

(T) (M)

(M)

Certain material currently found on this page formerly appeared on Original Page 2-33.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(F) Rounding of Charges

(T)

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in Section 6 (Switched Access Service), and those services set forth in 6.1.3 (Switched Access High Capacity DS3 Entrance Facility and High Capacity DS3 Direct Trunked Transport), 7.2.4, (Part-time Video and Program Audio), and 7.2.8 (High Capacity DS1 and DS3 Service, Synchronous Optical Channel Service and Frame Relay Access Service 1.544 Mbps Port), or as otherwise specified.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 12 following, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, except for DS3 monthly service and DS1 and DS3 Optional Payment Plans as provided for in Sec. 5.5.1 and 7.2.8 following, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.