FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

1. Payment of Charges and Deposits

a. Where provision of FIA involves an abnormal investment, a customer may be required to make payment in advance of such portion of the estimated cost of the installation of construction as is to be borne by it. The amount of the advance payment will be credited to the customer's account as applying to the indebtedness of the customer for the FIA provided. (T)

b. When a customer has a proven history of late payments to the Utility or does not have established credit, the Utility may, in order to safeguard its interests, require a deposit prior to or at any time after the provision of the FIA to the customer. Such deposit is held by the Utility as a guarantee of the payment of rates and charges. 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 Utility. A deposit may not exceed the 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 Utility's regulations as to advance payments or 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. In case of a cash deposit, for the period the deposit is held by the Utility, the customer will receive simple annual interest at the rate as set forth in Schedule Cal. P.U.C. No. D&R. (T)

Material omitted now shown on 1st Revised Sheet 17.1

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

1. Payment of Charges and Deposits - Continued

c. The Utility shall bill on a current basis for all charges, including any applicable taxes, incurred by, and credits due to, the customer attributable to FIA established or discontinued during the preceding billing period. Switched Access (except for the Entrance Facility, Direct-Trunked Transport and Multiplexing elements), Ancillary and Miscellaneous service shall be billed in arrears. Special Access, monthly EIS elements, Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the FIA already billed will be credited on the final bill. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum periods will be prorated to the number of days or major fraction of days based on a 30 day month. The Utility will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill. (N) (N)

d. All bills to the customer are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the customer does not remit payment in immediately available funds by the payment date, the FIA may be discontinued as specified in A.8. (x)

e. The Utility will provide a bill referencing actual periods for which charges are due. This report includes each rate element, total minutes and the exact time frames in which service was provided. In the event of backbilling, this report will provide the customer with sufficient information to reconcile the access billing and revenue remittance.

f. Where the provision of FIA requires facilities that meet any of the conditions specified under Special Construction, Special Construction charges will apply.

(x) correction

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

1. Payment of Charges and Deposits - Continued

g. The Late Payment Charge as specified in the Schedule Cal. P.U.C. No. D&R also applies to FIA.

2. Minimum Periods

a. The minimum periods for which FIA are provided and for which rates and charges are applicable are set forth in the Ordering Options for FIA.

b. The minimum periods for which FIA are provided and for which rates and charges are applicable for a Specialized FIA or Arrangements provided on an individual case basis, 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, the charge will be the lesser of the Utility's nonrecoverable costs less the net salvage value for the discontinued service or the minimum period charges.

d. The minimum periods, rates, charges, and provisions that apply to Ancillary Services are set forth in Section V.

e. The minimum periods for which Expanded Interconnection Services are provided and which rates and charges are applicable are in Section XVII. (N) (N)

3. Cancellation of an Order for FIA

Provisions for the cancellation of an order for FIA are set forth in Ordering Options for FIA.

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

4. Allowances for Interruptions

a. General

A FIA is interrupted when it becomes unusable to the customer due to a failure of a Utility provided component used to furnish FIA or when the service was preempted as a result of invoking NSEP treatment or when the application of protective controls interrupt all transmission paths, a credit allowance will be made for the period in excess of 30 minutes the FIA is interrupted. An interruption period starts when the Utility personnel become aware of the inoperative FIA. The credit allowance(s) for an interruption or for a series of interruptions will be computed based on the billing method which applies to the service being credited. In no case will the credit allowance for service interruptions exceed the applicable charges for the billing period during which the interruption occurred.

A credit allowance for any FIA service will apply for the period specified as follows:

(1) For Special Access services other than Program Audio, Videoband and Expanded Interconnection, and for Switched Access Entrance Facilities, Direct-Trunked Transport and Multiplexing services a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of a monthly charge for the portion of the FIA affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be sixteen minutes or more beyond the 30 minute period. (T) (T)

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances - Continued

4. Allowances for Interruptions - Continued

a. General - Continued

(2) For DS1 and DS3 Special Access service, a credit allowance will be made for each occurrence of a service interruption period of three or more consecutive hours. This credit allowance is in addition to the credit allowance in D.4.a.(1). The credit allowance will be $200.00 for each out of service condition within the Utility's facilities. The credit allowance will not be applied more than once per calendar month and will not exceed the monthly charge for the interrupted service. (N)

A credit allowance will not be extended in accordance with conditions in A.3.a. and D.4.b. for repair of Utility owned facilities used to provide DS1 and DS3 service. (N)

(3) Credit allowances for interruptions to Switched Access are based on the applicable monthly rates and minimum charges. No credit will be given where Switched Access billing is based on actual usage. (T)(L) (L)

(L) Material formerly shown on 2nd Revised Sheet 18.1.

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances - Continued

4. Allowances for Interruptions - Continued

b. Exceptions

A credit allowance does not apply for:

(1) Interruptions caused by the negligence of the customer.

(2) Interruptions of FIA due to the failure of equipment or systems provided by the customer or others.

(3) Interruptions of FIA during any period in which the Utility is not afforded access to the premises where FIA is terminated.

(4) Interruptions of FIA during an agreed upon period when the customer has released FIA to the Utility for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in FIA. Should the maintenance, rearrangement or order implementation interruption period extend beyond the agreed upon period, a credit allowance will apply.

(5) Interruptions of FIA which continue because of the failure of the customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Utility's written notification to the customer of the need for such replacement and ends on the day after receipt of the customer's written authorization for such replacement.

(6) Periods when the customer elects not to release FIA for testing and/or repair and continues to use it on an impaired basis.

Material omitted now shown on Original Sheet 19.1

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances - Continued

4. Allowances for Interruptions - Continued

b. Exceptions - Continued

A credit allowance does not apply for:

(7) Periods when the Utility must temporarily interrupt an EIS, as defined in Section XVII, in order to prevent damage or disruption of the Utility's network due to the customer's equipment. (N) (N)

(8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar. (L) (L)

(9) EIS elements specified in Section XVII. (N)

(L) Material previously shown on 2nd Revised Sheet 19

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

4. Allowances for Interruptions - Continued

c. Use or an Alternative Service Provided by the Utility

Should the customer elect to use an alternative service provided by the Utility during the period that FIA is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

d. Temporary Surrender of FIA

In certain instances, the customer may be requested to surrender FIA for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, or in the instance of preemption under NSEP treatment, as set forth preceding, a credit allowance will be granted in accordance with the provisions set forth previously in this section. (C) (C) (C)

5. Performance Commitment Program (P)

All refunds under the Performance Commitment Program will be provided as a credit adjustment to the customer's bill.

(A) Performance Commitment Program - Provisioning

The Utility assures that orders for FIA will be installed and available for customer use no later than the service date as referenced in Section VI.B.1, Service Date Intervals. The inability of the Utility to meet the service date of an Access Service Request will result in the refund of all nonrecurring charges associated with the Access Service Request. The Utility's liability for not meeting this commitment is limited to the refund of the nonrecurring charges for the Access Service Request associated with the missed service date. (P)

(P) Pending approval of Advice 5331

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

5. Performance Commitment Program - Continued

a. Performance Commitment Program - Provisioning - Continued

The Performance Commitment Program - Provisioning does not apply:

1) when the Utility does not meet the service date because of conditions listed in A.3.a. or due to actions of the customer,

2) to Special Construction as provided in Section IX,

3) when GTEC is not the Access Service Coordination Exchange Carrier (ASC-EC) and the Service Date is not met by the Local Exchange Carrier (LEC) acting as ASC-EC or any other LEC involved in providing the service.

See diagram below for indication of when the GTEC nonrecurring charge refund will apply:

	GTEC ASC-EC	Another LEC ASC-EC
GTEC Misses Date	~~GTEC Refund~~ applies	~~GTEC Refund~~ applies
Another LEC misses Date	GTEC Refund applies	GTEC Refund does not apply

4) to Expanded Interconnection Services as provided in Section XVII. (N)

Continued