4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

Rates and charges for services explained herein are contained in Part M. Section 1.4.

4.1.1	Billing Convention Methods
A.	The Telephone Company shall bill on a current basis all charges incurred by and credits due to the CLEC under this tariff attributable to services established or discontinued or provided during the preceding billing period.

4.1.2	Billing Periods
A.	The billing date of a bill for a customer for service provided under this tariff is referred to as the bill day.
1.	The Telephone Company will establish a bill day each month for each CLEC account.
B.	The monthly bill rendered for accumulated usage and non-usage services includes all charges incurred during a billing period which begins as follows.
1.	From the date service was established up to and including the bill date, and
2.	From each billing period from the day after the bill date to the next successive bill date, or to the date of the termination of the service, whichever comes first.
C.	In addition to the current month's charges, the monthly bill may also include previously unbilled charges or other billing adjustments.

4.1.3	Late Payment Penalty
A.	For services other than those offered in Part E of this tariff, if any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the 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.
B.	The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following.
1.	The highest interest rate (in decimal value) which may be levied by law for commercial transactions 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
2.	0.0005 per day 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.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.4	Payment Date
A.	The payment date of bills rendered to customers for service provided under this tariff is as follows.
1.	All bills rendered as set forth in Section 4.1.2 are due 31 days after the bill day or by the next bill date, whichever is the shortest interval.
2.	If such payment date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or legal holiday.
3.	If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or legal holiday.
B.	If payment is not received by the payment date and in immediately available funds, a late payment penalty will apply.

4.1.5	Medium of Payment
A.	Bills are payable in immediately available funds.
1.	**Immediately Available Funds** denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include US Federal Reserve bank wire transfers, US Federal Reserve notes (paper cash), US coins, or US Postal Money Orders.

4.1.6	Customer Deposits
A.	The Telephone Company will, in order to safeguard its interests, require a CLEC, which has a proven history of late payments to the Telephone Company or does not have established credit (except for a CLEC which is a successor of a company which has established credit and has no history of late payments to the Telephone Company), to make a deposit prior to or at any time after the provision of a service to the CLEC to be held by the Telephone Company as a guarantee of the payment of rates and charges.
B.	Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period.
C.	The fact that a deposit has been made in no way relieves the CLEC from complying with the Telephone Company's regulations as to the prompt payment of bills.
D.	At such time as the provision of the service to the CLEC is terminated, the amount of the deposit will be credited to the CLEC's account and any credit balance which may remain will be refunded.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.6	Customer Deposits
E.	At the option of the Telephone Company, such a deposit will be refunded or credited to the CLECs' account when the CLEC has established credit or after the CLEC has established a one year prompt payment record at any time prior to the termination of the provision of the service to the CLEC.
F.	In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the CLEC will receive interest at the same percentage rate as that set forth in Section 4.1.3B (whichever is lower). Interest will accrue for the number of days from the date the CLEC deposit is received by the Telephone Company to and including the date such deposit is credited to the CLEC's account or the date the deposit is refunded by the Telephone Company.
G.	Should a deposit be credited to the CLEC account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CLEC's account.

4.1.7	Billing Dispute
For services other than those offered in Part E of this tariff, in the event that a billing dispute occurs concerning any changes billed to the CLEC by the Telephone Company the following regulations will apply.	
A.	The first day of the dispute shall be the date on which the CLEC furnishes the Telephone Company with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
B.	The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the CLEC of the disposition and, if the billing dispute is resolved in favor of the customer, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate.
C.	If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 4.1.3). Further, the CLEC will not receive credit for the disputed amount of the disputed amount penalty.
D.	If a CLEC disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth in Section 4.1.3.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.7	Billing Dispute
E.	If a CLEC disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.
F.	If a CLEC disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.
G.	If a CLEC disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date, and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC shall not receive a credit for the late payment penalty.
H.	If a CLEC disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the CLEC pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC will receive a credit for the late payment penalty, if applicable, from the Telephone Company.
1.	The late payment penalty credit shall be the disputed amount resolved in the CLEC's favor times a late payment penalty factor (refer to Section 4.1.3), for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution, whichever occurs first.
2.	The disputed amount penalty shall be the disputed amount resolved in the CLEC's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations.
a.	The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.
b.	0.0005 per day for the number of days from the first date to and including the last date of the period involved.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.8	Billing Adjustments and Verification
A.	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 or major fraction of days based on a 30 day month.
B.	The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

4.1.9	Computation of Billed Charges
A.	When a rate as set forth in this tariff is shown to be 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).

4.1.10	Additional Copies of Bills and Reports
A.	When more than one copy of a bill or a design layout for services provided under the provisions of this tariff is furnished to the CLEC, an additional charge applies for each additional copy.

4. Issuance, Payment and Crediting of Customer Bills
4.2 Nonrecurring Charges (NRCs) Installment Payment Option Plans

4.2.1 Collocation	
Subject to the provisions contained herein, the CLEC may elect to pay NRCs for collocation on an installment basis over three year period.	
A.	Physical collocation NRCs subject to the installment payment option consist of those expenses incurred to construct and install cage facilities including contractor expenses for the construction of the collocation frame and administrative and engineering costs associated with the collocation application and site preparation. The NRCs for physical collocation are those approved by the DTE in the consolidated arbitrations (refer to DPU 96-73/74, 96-75, 96-80/81, 96-83, and 96-94). Virtual collocation NRCs subject to the installment payment option consist of all elements associated with equipment installation and cable installation.
1.	The monthly charge shall consist of 36 equal payments representing recovery of the NRC to be amortized as well as the application of a factor to reflect the appropriate annual cost of capital as approved by the DTE. The monthly payments will begin 30 days after service has been established.
2.	Installment option charges are designed to be revenue neutral compared to the payment of a one-time charge, and are subject to periodic prospective adjustments no more frequently than quarterly to reflect actual bad debt experience of the CLEC, administrative costs, or changes in the cost of money.
3.	**Removal or Discontinuance of Service—** If the service is removed or discontinued before all installment payments have been made, the remaining unpaid amount of the NRC shall become due and payable.
4.	Service provided under this installment payment option is subject to all other applicable terms and conditions of this tariff.
5.	The CLEC hereby grants to the Telephone Company a continuing security interest in the CLEC's collocation equipment installed in the Telephone Company central offices in Massachusetts in collocation spaces subject to the terms of the installment payment plan for which balances of NRCs remain undischarged beyond the due date. This security interest would also apply to unpaid balances of recurring charges for customers who have taken the installment option. The security interest remains in force only so long as there remain unpaid balances related to the collocation installment plan and related to recurring charges for customers who take the installment option and is not applicable to other unpaid NRCs and debts of the CLEC. The security interest granted hereby is to secure payment and performance of the obligations of the CLEC hereunder. The CLEC hereby agrees to execute all documents, including financial statements, required by the Telephone Company to evidence, perfect and enforce the security interest granted hereunder. In the event of a default, the Telephone Company shall have all rights and remedies available to it under the uniform commercial code in addition to any rights and remedies available under law or equity.

4. Issuance, Payment and Crediting of Customer Bills
4.2 Nonrecurring Charges (NRCs) Installment Payment Option Plans

4.2.1	Collocation
B.	If a CLEC vacates its collocation space and no outstanding balance is owed to the Telephone Company, the vacating CLEC will receive a monetary refund for the remaining unamortized amount of the space and facility NRC upon receipt of payment and subsequent occupancy of the same collocation space by another collocating party or if the same collocation space is used by the Telephone Company. However, if the vacating CLEC has a balance owed to the Telephone Company, the Telephone Company will issue a credit to the CLEC's outstanding account of the remaining unamortized amount of the space and facility NRC upon receipt of payment and subsequent occupancy of the same collocation space by another collocating party or if the same collocation space is used by the Telephone Company. In either case, the subsequent collocating party will be responsible for payment of the remaining unamortized amount of the collocation space NRC prior to occupying the collocation space.
C.	Failure by the CLEC to pay either the authorized recurring charges or the unamortized NRC may be subject to termination of service to the CLEC through that collocation cage and to customary administrative and legal proceedings to collect bad debts.

4.2.2	Reserved for Future Use

4. Issuance, Payment and Crediting of Customer Bills
4.2 Nonrecurring Charges (NRCs) Installment Payment Option Plans

4.2.2 Reserved for Future Use

4.2.3 Reserved for Future Use

4. Issuance, Payment and Crediting of Customer Bills
4.2 Nonrecurring Charges (NRCs) Installment Payment Option Plans

4.2.3 Reserved for Future Use

4. Issuance, Payment and Crediting of Customer Bills
4.3 Credit Allowance Conditions

4.3.1	Service Interruptions	
A.	A service is interrupted when it becomes unusable to the CLEC because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the CLEC as described in Part C, Section 1.3.2. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.	
B.	No credit allowance will be made for the following interruptions or periods.	
1.	Interruptions caused by the negligence of the CLEC.	
2.	Interruptions of a service due to the failure of equipment or systems provided by the CLEC or others.	
3.	Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated or where the CLEC or its customers, affiliates or vendors do not cooperate with the Telephone Company in the restoration of service.	
4.	Interruptions of a service when the CLEC has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the CLEC prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this section), will apply.	
5.	Interruptions of a service which continue because of the failure of the CLEC to authorize replacement of any element of special construction, as set forth in the MA Product Guide. The period for which no credit allowance is made begins on the seventh day after the CLEC receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the CLEC's written authorization for such replacement.	(T)
6.	Periods when the CLEC elects not to release the service for testing and/or repair and continues to use it on a impaired basis.	
7.	Periods of temporary discontinuance as set forth in Section 1, under the provisions of 1.7.4B.	
8.	An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar.	
C.	In case of an interruption for which a credit allowance is due, for switched interconnection service no credit shall be allowed for an interruption of less than 24 hours.	
1.	The CLEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of either any applicable monthly rate, or the assumed minutes of use charge (whichever is applicable for the service involved), for the service interrupted in any one monthly billing period.	

4. Issuance, Payment and Crediting of Customer Bills
4.3 Credit Allowance Conditions

4.3.1	Service Interruptions
D.	The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of any applicable flat rated charges for the service interrupted in any one monthly billing period.
E.	Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer will be subject to the appropriate tariffed rates and charges for the alternative service used.
F.	In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted.
1.	The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

4. Issuance, Payment and Crediting of Customer Bills
4.4 Responsibility of the Customer

4.4.1	Revenue Accounting Office (RAO)
A.	The CLEC is responsible to obtain a valid RAO number with a centralized message data system host for that RAO for each of its NXXs in order to permit the exchange of usage data associated with alternate billing services (e.g., 3rd party billed) or carrier access billing under tandem switching arrangements.
1.	The RAO and data transfers must comply with industry standard exchange message format.

4.4.2	Establishing Service at Different Locations or Different Premises
A.	NRCs apply for establishing service following a fire, flood or other occurrence, at a different location on the same premises or at a different premises pending re-establishment of service at the original location. NRCs do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God under the following conditions.
1.	The service is of the same type as was provided prior to the fire, flood and other occurrence.
2.	The service is for the same customer and the service is at the same location on the same premises.
3.	The re-establishment of service begins within 60 days after Telephone Company service is available. The 60 day period may be extended for a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.