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

Rates and charges for services explained herein are contained in Section 10.4

4.1.0	General Restrictions on Availability	(N)
A.	Notwithstanding any other provisions of this Section 4, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N)

4.1.1	General
A.	The Telephone Company bills only the reseller who is considered the customer of record and is at all times responsible for payment of the full amount of all charges incurred.
1.	The reseller as customer of record is responsible for any allocation of end user charges for resold or shared service.
2.	Regardless of whether the reseller's end user is still using service, the reseller is responsible for charges incurred by the end user or reseller for all services on a line until the reseller submits an order to discontinue such service.
B.	The Telephone Company will not be required to seek payment from the reseller's end users prior to terminating the reseller's service or pursuing any other remedies for nonpayment by the reseller. The reseller will thus be the obligor of the Telephone Company, and not the guarantor or surety for any of the obligations of the reseller's end users.

4.1.2	Billing Convention
A.	The monthly bill rendered to a reseller 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.
B.	In addition to the current month's charges, the reseller's monthly bill may also include previously unbilled charges or other billing adjustments.

4.1.3	Late Payment Penalty
A.	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) at simple interest 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 reseller actually makes the payment to the Telephone Company, or

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4.1.3	Late Payment Penalty
B.	(Continued)
2.	0.05 percent per day times the number of days from the payment date to and including the date that the reseller actually makes the payment to the Telephone Company.

4.1.4	Payment Date
A.	The payment date of bills rendered to resellers for service provided under this tariff is as follows.
1.	All bills rendered as set forth in this section 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.

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 U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins and U.S. Postal Money Orders.

4.1.6	Customer Deposits
A.	The Telephone Company will, in order to safeguard its interests, require a reseller which has a proven history of late payments or whose parent or holding company which has a proven history of late payments, to the Telephone Company or does not have established credit (except for a reseller which is a successor of a company which has established credit and the successor 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 reseller to be held by the Telephone Company as a guarantee of the payment of rates and charges. Such deposit shall be equal to the estimated amount of charges for services provided for any period of two months.
1.	Simple interest of 12% per annum is credited to the reseller annually or upon termination of the service or the return of the deposit by the Telephone Company.

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4.1.6	Customer Deposits
A.	(Continued)
2.	The receipt of such a deposit by the Telephone Company shall in no way relieve the reseller or applicant from compliance with the Telephone Company's regulations as to advance payment (if any) and the prompt payment of bills, nor constitute a waiver or modification of the practices of the Telephone Company for the discontinuance of service for nonpayment of any sums due for service rendered.

4.1.7	Billing Dispute
In the event that a billing dispute occurs concerning any charges billed to the reseller by the Telephone Company, the following regulations apply	
A.	The first day of the dispute shall be the date on which the reseller furnishes the Telephone Company, in writing, 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 reseller of its findings and, if the billing dispute is resolved in favor of the reseller, applies credit for the correct disputed amount, credit for the disputed amount penalty and/or late payment penalty (refer to Section 4.1.7H2.) 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).
D.	If a reseller 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 reseller, the reseller 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.
E.	If a reseller 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 reseller, the reseller 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 reseller's favor (refer to Section 4.1.3) will be credited.
F.	If a reseller 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 reseller, the reseller 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 reseller's favor (refer to Section 4.1.3) will be credited.

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4.1.7	Billing Dispute
G.	If a reseller 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 reseller, the reseller 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 reseller shall not receive a credit for the late payment penalty.
H.	If a reseller 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 reseller, the reseller will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the reseller pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the reseller 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 as a credit for a disputed amount penalty. The reseller 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 reseller'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 reseller'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, at simple interest, 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.	0.05 percent per day times the number of days from the first date to and including the last date of the period involved.
I.	The reseller is responsible for monitoring the accuracy of the Telephone Company's bills and for notifying the Telephone Company of any discrepancies between such bills and the services provided by 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, furnish the reseller such detailed information as may reasonably be required for verification of any bill.

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4.1.9	Computation of Billed Charges
A.	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).

4.1.10	Transfer of End User Account Balance
A.	Should a Telephone Company end user discontinue service in order to become an end user of a reseller, the Telephone Company will render a final bill to such end user. Balances and/or credits in a Telephone end user's account will not be carried over to the reseller's account with the Telephone Company.

4. Issuance, Payment and Crediting of Reseller Bills

4.2 Reserved for Future Use

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

4.3.1	Service Interruption
A.	Allowance for interruption of service is available to resellers to the extent and under the same circumstances as they would be available to Telephone Company end users under PUC RI No. 15.

4. Issuance, Payment and Crediting of Reseller Bills
4.4 Payment Plans

4.4.1	Nonrecurring Charge (NRC) Optional Payment Plan
A.	The reseller may elect to pay NRCs for resold services over an eighteen month period. The plan applies to all NRCs incurred for resold service. Under the Plan, the reseller is responsible for invoking the recurring payment option on each local service request submitted. All applicable NRCs on the same local service request will be billed on a recurring basis.
B.	The amount of each monthly payment shall equal the total remaining NRC that would otherwise apply, divided by eighteen payments, and increased by an annual factor of 15.18%. This factor is intended to reflect the Telephone Company's cost of money and anticipated bad debt. The result is that each of the eighteen payments shall consist of 6.17% of the original total amount of NRC. An additional payment per month, as described in Section 10.4.1, will apply for the duration of the eighteen month period based on the costs to the Telephone Company of administering the plan.
1.	The annual factor specified in Section 4.3.1B is currently being reviewed by the PUC in Docket No. 2681 and will not be applied pending a PUC order in that docket. The Telephone Company will track the services provided under the NRC optional payment plan and will bill the associated charges using the methodology specified in Section 4.3.1B and the annual factor approved by the PUC.
C.	The charges under this plan are intended to recover, in full, the Telephone Company's NRCs and costs associated with deferring recovery of such NRCs.
D.	The availability, terms and conditions of this plan are subject to change based on any change in, or definitive re-interpretation of the underlying conditions associated with the merger of Bell Atlantic Corporation and NYNEX Corporation.
E.	Unless expressly renewed by the Telephone Company, this payment option will not be available for orders with due dates after August 14, 2001, according to standard intervals.
F.	Service provided under this option is subject to all other terms and conditions contained in this tariff.
G.	By choosing this plan, the reseller grants to the Telephone Company a continuing security interest in and to all of the reseller's personal property including the reseller's now-owned and hereinafter acquired accounts, goods, general intangibles, equipment, inventory, and contract rights and in the proceeds and products thereof. The security interest granted hereby is to secure payment and performance of the obligations of the reseller hereunder. The reseller also 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 uniform commercial code in addition to any rights and remedies available under law or equity.