

PSC NY No. 9--COMMUNICATIONS

Verizon New York Inc.

Section 5
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Resale Services

5. Issuance, Payment and Crediting of Customer Bills
5.1 Responsibility of the Telephone Company

5.1.0 General Restrictions on Availability		(N)
A.	Notwithstanding any other provisions of this Section 5, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 2.1.0.	(N) (N)

5.1.1 General	
A.	The Telephone Company will not be required to seek payment from the reseller's customers prior to terminating the reseller's service or pursuing any other remedies for nonpayment by the reseller. The reseller will thus be a direct obligor of the Telephone Company, and not guarantor or surety for any obligations of the reseller's customer.
B.	The Telephone Company will render bills for resold services only to the reseller, and will seek payment only from the reseller.
C.	The Telephone Company shall have no responsibility for allocating the reseller's total bill among the reseller's end users. The Telephone Company will have no responsibility for preparing or mailing separate bills to each of the reseller's end users.

5.1.2 Billing Convention	
A.	The Telephone Company shall bill on a current basis all charges incurred by and credits due to the reseller under this tariff attributable to services established, discontinued or performed during the preceding billing period.
B.	The Telephone Company may bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears.

5.1.3 Billing Periods	
A.	The billing date of a bill for a reseller for service under this tariff is referred to as the bill day.
1.	The Telephone Company will establish a bill day each month for each reseller account.
2.	The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period beginning with the last bill day and extending up to, but not including, the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill.

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5.1.4 Late Payment Penalty	
A.	If any portion of the payment is received by the Telephone Company after the payment date, 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 amounts. <ol style="list-style-type: none"> 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 reseller actually makes the payment to the Telephone Company. 2. 0.0005 per day, simple interest, 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.

5.1.5 Payment Date	
A.	All bills dated as set forth in Section 5.1.3 for service provided to the reseller by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein. <ol style="list-style-type: none"> 1. 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. 2. 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.

5.1.6 Medium of Payment	
A.	Bills are payable in immediately available funds. <ol style="list-style-type: none"> 1. Immediately Available Funds denote 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 note (paper cash), US coins, US Postal money orders, and New York Certificates of Deposit.

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5.1.7 Customer Deposits	
A.	The Telephone Company may require any reseller, which has a proven history of late payments or whose parent company or holding company has a proven history of late payments to the Telephone Company, or which does not have established credit, to make a deposit prior to or at any time after the provision of a service under this tariff. Any such deposit will be held by the Telephone Company as a guarantee of the payment of rates and charges.
B.	A deposit required under this section may not exceed the actual or estimated rates and charges for the service for a two month period.
C.	Payment of a deposit does not relieve the reseller from its obligations to comply with the Telephone Company's regulations regarding the prompt payment of bills.
D.	At such time as the provision of the service to the reseller is terminated, the amount of the deposit will be credited to the reseller account and any credit balance which may remain will be refunded.
E.	Such a deposit will be refunded or credited to the account when the reseller has established credit or, in any event, after the reseller has established a one-year prompt payment record at any time prior to the termination of the service to the reseller.
F.	In case of a cash deposit, for the period the deposit is held by the Telephone Company, the reseller will receive interest at the same percentage rate as that set forth in Section 5.1.4. The interest rate will be applied for the number of days from the date the reseller deposit is received by the Telephone Company to and including the date such deposit is credited to the reseller's account or the date the deposit is refunded by the Telephone Company.
G.	Should a deposit be credited to the reseller's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the reseller's account.

5.1.8 Billing Dispute	
In the event that a billing dispute occurs concerning any charges billed to the reseller by the Telephone Company the following regulations will apply.	
A.	The first day of the dispute shall be the date on which the reseller furnishes the Telephone Company 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 the disposition and, if the billing dispute is resolved in favor of the reseller, applies the credit for the amount of the dispute resolved in the reseller's favor to the reseller's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.

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5.1.8 Billing Dispute	
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 5.1.4). Further, the reseller will not receive a disputed amount penalty credit and/or a late payment penalty credit.
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. The credit for a disputed amount penalty shall be as set forth following.
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 5.1.4) 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 5.1.4) will be credited.
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 or after the dispute date but prior to the date resolution, 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 (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The reseller will not receive a credit for the late payment penalty applied to the disputed amount resolved in the reseller's favor if the payment was received on or before the dispute date.
1.	If the payment was received after the dispute date but prior to the date of resolution, the reseller will receive a credit for a late payment penalty applied to the disputed amount resolved in the reseller's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be as set forth in Section 5.1.4.

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5.1.8 Billing Dispute	
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. The reseller will receive a credit for the late payment penalty applied to the disputed amount resolved in the reseller's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be as set forth in Section 5.1.4.
I.	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 amounts.
1.	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.
2.	0.0005 per day for the number of days from the first date to and including the last date of the period involved.

5.1.9 Billing Adjustments and Verification	
A.	Adjustments for the quantities of services established or discontinued in any billing period 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 to reseller such detailed information as may reasonably be required for verification of any bill.

5.1.10 Computation of Charges or Credits	
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).
B.	Where credit adjustments apply, credit adjustments will be computed by apportioning the total intrastate usage associated with the honored claim into day, evening and night periods using the time of day distribution applicable to the reseller. The usage is then multiplied by the appropriate day, evening and night rates.

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5.1.11 Transfer of End User Account Balance	
A.	Where a Telephone Company end user discontinues the purchase of service from the Telephone Company in order to become the customer of a reseller, the Telephone Company will render a final bill to such end user. Balances and or credits in the end user's account with the Telephone Company will not be carried over to the reseller's account with the Telephone Company.

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Resale Services

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5.2 Responsibility of the Reseller

5.2.1 End User Information

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| A. | In order to accommodate billing and collection of end user accounts, resellers must make the billing names and addresses of their end users available to all telecommunication carriers. |
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5.2.2 Monitoring of Bills and Reporting Discrepancies

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| A. | The reseller shall be responsible for monitoring the accuracy of the Telephone Company's bills and shall have the duty to notify the Telephone Company of any discrepancies between such bills and the services provided by the Telephone Company. |
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5.3 Credit Allowance Conditions

5.3.1 Service Interruption	
A.	Service interruption allowances and similar rebates or remedies will be available to resellers with respect to resold services to the same extent and under the same circumstances as they would be available to end users under the primary tariffs and/or Product Guide for such services.

(C)

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