

PSC NY No. 8--COMMUNICATIONS

Verizon New York Inc.

Section 5
Original Page 1**Network Interconnection Services****5. Issuance, Payment and Crediting of Customer Bills**
5.1 Responsibility of the Telephone Company

5.1.1 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, 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.
5.1.2 Billing Periods	
A.	The billing date of a bill for a CLEC 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 CLEC 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.
5.1.3 Late Payment Penalty	
A.	If payment is not received by the payment date, or if the payment is received in funds which are not immediately available to the Telephone Company, then a late payment penalty will apply. 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.
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 CLEC 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 CLEC actually makes the payment to the Telephone Company.

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5.1.4 Payment Date	
A.	The payment date of bills rendered to customers for service provided under this tariff is as follows.
1.	All bills dated as set forth in Section 5.1.2 for service provided to the CLEC 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.
a.	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.
b.	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.

5.1.5 Medium of Payment	
A.	Bills are payable in immediately available funds.
1.	Immediately Available Funds —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, US Postal Money Orders and New York Certificates of Deposit.

5.1.6 Customer Deposits	
A.	The Telephone Company may require any CLEC, 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/arrangement under this tariff.
1.	Any such deposit will be held by the Telephone Company as a guarantee of the payment of rates and charges.
B.	For a collocation arrangement, a deposit required under this section may not exceed the actual or estimated rates and charges for a six month period. For services other than collocation arrangements, the deposit 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 CLEC from its obligations to comply with the Telephone Company's regulations regarding the prompt payment of bills.

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5.1.6 Customer Deposits	
D.	At such time as the provision of the service/collocation arrangement to the CLEC is terminated, the amount of the deposit will be credited to the CLEC account and any credit balance which may remain will be refunded.
E.	A deposit will be refunded or credited to the account when the CLEC has established credit or, in any event, after the CLEC has established a one year prompt payment record at any time prior to the termination of the service/collocation arrangement to the CLEC.
F.	For collocation arrangements, in case of a cash deposit, for the period the deposit is held by the Telephone Company, the CLEC shall receive interest at the PSC authorized interest rate.
G.	For services other than collocation arrangements, in 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 5.1.3B.
H.	The interest rate will be applied 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.
I.	Should a deposit be credited to the CLEC's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CLEC's account.

5.1.7 Billing Dispute	
In the event that a billing dispute occurs concerning any charges 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 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 CLEC, applies the credit for the amount of the dispute resolved in the CLEC's favor to the CLEC's bill, including the disputed amount penalty credit and/or late payment penalty credit, 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 as set forth in Section 5.1.3. Further, the CLEC will not receive a disputed amount penalty credit and/or a late payment penalty credit.

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5.1.7 Billing Dispute	
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 5.1.3.
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 credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 5.1.3) 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 as set forth in Section 5.1.3 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 or after the dispute date but prior to the date of resolution, 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 (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 CLEC will not receive a credit for the late payment penalty applied to the disputed amount resolved in the CLEC's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the CLEC will receive a credit for a late payment penalty applied to the disputed amount resolved in the CLEC'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 5.1.3.

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5.1.7 Billing Dispute	
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.
1.	The CLEC will receive a credit for the late payment penalty applied to the disputed amount resolved in the CLEC'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 5.1.3.
I.	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 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.

5.1.8 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 such detailed information as may reasonably be required for verification of any bill.
C.	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 CLEC. The usage is then multiplied by the appropriate day, evening and night rates.

5.1.9 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).

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5.1 Responsibility of the Telephone Company

5.1.10 Additional Copies of Bills and Reports	
A.	When more than one copy of a design layout record for services provided under the provisions of this tariff is furnished to the CLEC, ICB rates and charges based on time and materials charges apply.
1.	When employees of the Telephone Company perform the necessary work activities, the time and material charges are calculated using labor rates as set forth in Section 35.
B.	When more than one copy of a CLEC bill for services provided under the provisions of this tariff is furnished to the CLEC the duplicate bill NRC applies.

5.1.11 Purchase of Services from Other Telephone Company Tariffs	
A.	Services purchased by CLEC and other carriers out of other Telephone Company tariffs will be provided at tariffed rates for those services until the Telephone Company receives an order in writing to disconnect those services.

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5.2 Credit Allowance Conditions

5.2.1 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 results in the complete loss of service by the CLEC as set forth in Section 2.6.6A. 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. <ol style="list-style-type: none"> 1. Interruptions caused by the negligence of the CLEC. 2. Interruptions of a service due to the failure of equipment or systems not caused by the Telephone Company. 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 requested by the CLEC. Thereafter, a credit allowance as set forth further in this section will apply. 5. Periods when the CLEC elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
C.	In case of a service interruption, allowance for the period of interruption, if not due to the negligence or fault of the CLEC shall be as follows. <ol style="list-style-type: none"> 1. For NET-I services provided under the flat rate schedule, no credit shall be allowed for an interruption of less than 24 hours. <ol style="list-style-type: none"> a. The CLEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the flat rated charges for each period of 24 hours or major fraction thereof that the interruption continues due to Telephone Company fault. b. No credit will be provided for any part of the interruption that is due to the fault of the CLEC or when it is mutually agreed that the interruption shall continue for a specified period of time. 2. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the flat rated charges, if applicable, for the service interrupted in any one monthly billing period.
D.	Should the CLEC elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted not due to the fault of the Telephone Company, the CLEC must pay the tariffed rates and charges for the alternative service used.

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5.3 Responsibility of the Customer

5.3.1 Revenue Accounting Office (RAO)	
A.	The CLEC must obtain a valid RAO number with a centralized message data systems 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., third party billed) or carrier access billing under tandem subtending arrangements.
1.	The RAO and the data transfers must comply with standard industry EMR format.

5.3.2 Re-establishing of Service	
A.	NRCs apply for re-establishing service following fire, flood or other occurrence not due to the fault of the Telephone Company.

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