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August 24, 2011

Director – Communications Division
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Transmittal No. MI-11-0044

Dear Director:

The attached Tariff, effective August 25, 2011 is being issued to modify Part 2 Section 2.

Tariff M.P.S.C. No. 20R
Number of Sheets
6

As an acknowledgment that this filing has been received, we request the return of the letter stamped by the Commission, to me at the above address.

Sincerely,

Maryanne Zavagnin
Director – Regulatory

Attachment(s)

APPLICATION OF REGULATIONS

- A. APPLICATION (C)
1. The provisions contained in Part 2 of this tariff apply to regulated Intrastate services and facilities furnished in Michigan by the Michigan Bell Telephone Company, hereinafter referred to as the Company. (C)
 2. Requirements relating to deposits, billing and payments are in addition to those specified elsewhere in this tariff. (C)
 3. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.
 4. Interexchange services and facilities are provided by the Company only within the LATA and affiliated exchanges (i.e., intraLata) in which the customer is located.

GENERAL

B. LIABILITY OF THE COMPANY (cont'd)

2. The services furnished by the Company, in addition to the limitation set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, delays, errors or defects in transmission or other injury, including but not limited to, injuries to persons or property from voltages or currents transmitted over the service of the Company, (a) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Customer-provided equipment but which would have been prevented had Company- provided equipment been used.
3. The customer indemnifies and saves the Company harmless against claims for libel, slander or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
4. When the lines of other telecommunication services providers are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.
5. As a part of the service a local directory for each exchange is produced from time to time but as experience demonstrates errors and omissions will occur with more or less frequency. If such error or omissions do occur, the Company is not liable for errors in or omissions from such directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge. (C)
6. The Company is not liable for any unavoidable defacement of or damage to the premises of a customer (or authorized user) resulting from the attachment of the Company's instruments, apparatus and associated wiring on such premises or from the installation or removal thereof.

PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

A. PROVISION OF SERVICES BY COMPANY

1. Where service is to be established at a location that would involve undue hazards to employees of the Company, the customer may be required to install and maintain facilities in a manner satisfactory to the Company, the remuneration, if any, to be based on the conditions involved.

B. AVAILABILITY OF FACILITIES

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

C. PRIORITY OF SERVICE

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishments of basic local exchange service and message toll service takes precedence in the furnishing of any other service or facility.

D. PROVISION OF DIRECTORIES

1. The Company may distribute a printed local directory to each customer. If the company chooses not to (C) distribute a printed directory, the customer may request a printed or electronic directory at no additional | charge. (C)

E. TELEPHONE NUMBERS

1. The assignment of a number to a subscriber's telephone service is made at the discretion of the Company. The subscriber has no proprietary right in the number, and the Company may make such changes in telephone numbers, including the central office designation, as in its judgement the requirements of the service may demand.

PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS

G. Late Payment Charge - Business

For Business customers, a late payment charge of 2.5% of the unpaid balance or \$15.00, whichever is greater, shall apply to amounts for basic local exchange services, toll, end user access charges, unregulated services such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on a monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer

- accounts of the federal, state, county or local government

Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived or foreclosed by the application of a late payment charge.

H. Late Payment Charge - Residence

For Residence customers, a late payment charge of 1.0% per month shall apply to amounts for toll, end user access charges, basic local exchange service, unregulated services such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on the monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- accounts of the federal, state, county or local government

(D)

(D)

PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (cont'd)

H. Late Payment Charge - Residence (cont'd)

Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived or foreclosed by the application of a late payment charge.

I. Flat Amount Late Payment Charge - Residence

A flat rate late payment charge of \$7.00 shall also apply to Residence customer accounts for past due amounts exceeding \$25.00 in total for toll, end user access charges, basic local exchange, unregulated service such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on the monthly bill which remain unpaid after the due date.

This charge does not apply to:

(D)

(D)

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- account of the federal, state, county or local government

CARRIER CREDIT AND COLLECTION

A. APPLICATION

These Carrier Credit and Collection regulations apply to interconnection of a Carrier's network to the Company's network for use in its provision of local exchange service to its end users as defined in the Ameritech Tariff, M.P.S.C. No. 20R, Part 5, Section 2 (resale not under Section 251 of the Federal Act, including Telemanagement); and Part 23 (Interconnection). (C)

The term "service" or "Carrier Class of Service" as used in these regulations shall mean "the Company's provision of network interconnection, resold service, as defined in the tariff provisions designated above or provided pursuant to a negotiated interconnection agreement approved by, or arbitrated before, the Commission. In addition, the term "Carrier" as used in these regulations shall mean "telecommunications carrier" as defined by the Telecommunications Act of 1996, Publ. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Michigan Public Service Commission. (C)

B. PAYMENT FOR SERVICE

Bills for services furnished to Carrier shall be issued monthly. Carrier shall pay Ameritech all undisputed amounts on or before the payment date (the "Due Date").