

1. OBLIGATIONS OF THE COMPANY TO FURNISH SERVICE

- A. **Obligation To Furnish Service** . 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 and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service, and its ability to secure and retain without incurring unreasonable expense suitable facilities and rights for the construction and maintenance of the necessary poles, lines, circuits and equipment.

The obligation is further dependent on the Customer's furnishing a location and environment for Company equipment and facilities which will not damage them nor interfere with their operation.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)
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- B. **Installation, Maintenance And Repair**

Costs associated with the installation, relocation, changing and maintenance of equipment and facilities on the Customer's Premises, done by the Company, are borne by the customer. Equipment and facilities furnished by the Company on the Customer's Premises are the property of the Company, whose agents and employees shall have the right to enter the Premises at any reasonable hour for the purposes of installing, inspecting or repairing, or upon termination of the service, of removing the equipment and facilities.

The Company will maintain and repair equipment and facilities which it furnishes to Customers, for as long a period as replacement components are available from the manufacturer or from stock. When the manufacturer will no longer provide the required components, and none are available from stock, components required will be provided at charges based on cost when the Company is able, by special manufacture or procurement from outside sources, to procure the required components.

2. ESTABLISHING SERVICE**A. INITIAL SERVICE PERIOD**

The Initial Service Period is the minimum length of time for which a Customer is obliged to pay for service, facilities, and equipment, whether or not retained in place by the Customer for such minimum length of time. The Initial Service Period from date of installation is one month, except where a longer period is in tariffs for particular services.

B. BASIC EXCHANGE SERVICE

Customers shall apply for the Class of Service, as defined in Section 1 of this part, which accords with the manner in which the service will be used by the Customer.

Residence Service is furnished only for social or domestic use by the Customer, members of the Customer's household, or guests or sublessees of the Customer, at the location of the Customer's residence.

Business Service is furnished for use by the Customer, its employees, representatives, patients or guests, of a business, professional, institutional or occupational nature, and/or where a business directory listing is furnished.

ESTABLISHING SERVICE (Cont'd)**C. POWER SUPPLY**

When Company equipment, installed on the premises of a Customer or authorized user, requires power for its operation, the Customer is required to provide such power wiring and power outlets at the locations where the equipment is to be installed.

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D. SPECIAL PROTECTIVE EQUIPMENT

Special protection may be required for Network Access Lines furnished at power generating stations, substations, or other locations which may be subject to high ground potential during fault conditions. When the Company determines that protective equipment is required, it will be furnished, installed and maintained by the Company except that the Customer may furnish such equipment subject to the approval by the Company of the proper levels of protection and the equipment provided by the Customer.

Rates and charges for Company provided protective equipment are the same as those applicable to BELL Channel Services as found in Section 9 of this part.

3. USE OF SERVICE

A. RESALE OR SHARING OF SERVICE

1. General

- a. Subject to the terms and regulations contained in this tariff, AT&T permits the resale of residential network access lines by a customer of record who is a telecommunications provider authorized by the PSC-W to make such an offering. Residential network access lines shall only be resold to end user clients who are residential customers.
- b. Subject to the terms and regulations contained in this tariff, AT&T permits the resale and sharing of business local exchange service. A customer of record may resell or share business local exchange service to or with end user clients. Resale or sharing of telecommunications systems is allowed within the boundaries of the local serving central office.
- c. Any federal, state or local Government Entity (including counties, cities, towns, and villages) may authorize any other Governmental Entity to use any portion or all of its Telecommunications Service, and may recover for such use a portion of the charges billed by the Company to it for such service.

2. Definitions

a. Customer of Record

Customer of Record as used within this section of the tariff shall mean the party of a resale or sharing arrangement which contracts directly with AT&T for the telecommunications services to be resold to or shared among end user clients.

b. End User Clients

End User Clients as used within this section of the tariff shall mean the party of a resale or sharing arrangement which contracts with a customer of record for the telecommunications services resold or shared pursuant to the provision of this tariff.

c. Resale

Resale occurs when the customer of record subscribes to a telecommunications service at one price for the purpose of selling such service to end user clients at a different than tariffed price.

d. Sharing

Sharing occurs when the customer of record subscribes to a telecommunications service for the purpose of sharing such service with or among end user clients on a cost-sharing (non-profit) basis. A cost-sharing arrangement could include a fee assessed by the customer of record for functions it performs, including management of the sharing arrangement

3. USE OF SERVICE (cont'd)

A. RESALE OR SHARING OF SERVICE (cont'd)

2. Definitions

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a. Customer of Record

Customer of Record as used within this section of the tariff shall mean the party of a resale or sharing arrangement which contracts directly with Ameritech for the telecommunications services to be resold to or shared among end user clients.

b. End User Clients

End User Clients as used within this section of the tariff shall mean the party of a resale or sharing arrangement which contracts with a customer of record for the telecommunications services resold or shared pursuant to the provision of this tariff.

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Resale occurs when the customer of record subscribes to a telecommunications service at one price for the purpose of selling such service to end user clients at a different than tariffed price.

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/1/ Material formerly appeared in Part 2, Section 2, Original Sheet No. 4

Amendment No. 4120

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Issued by Vice President - Regulatory
Milwaukee, Wisconsin

3. USE OF SERVICE (Cont'd)**A. RESALE OR SHARING OF SERVICE (Cont'd)**

3. Regulations

- a. Directory listings for the end user clients of customers of record who resell or share service will be provided at the rate for business additional listings.
- b. Direct interconnection of resale or shared systems or any combination of Resale/Shared Tenant Service and Centrex systems is prohibited.
- c. The direct provision of telecommunications shall be to the Customer of Record, but nothing contained in this tariff or the resale/sharing arrangement shall be construed to inhibit, diminish or prohibit AT&T from contacting End Users about the availability of AT&T service offerings.
- d. End users have the option of obtaining service directly from AT&T at all times. Ameritech retains its rights to fulfill its obligations as a common carrier of telephone services, pursuant to AT&T tariffs, Commission regulations, and local and federal laws.
- e. AT&T will not be responsible for the manner in which the use of services or charges are allocated to the end user clients of customers of record who resell to or obtain services for sharing. All applicable rates and charges for such service will be billed to the customer of record.
- f. AT&T will only accept service order activity from the customer of record on a resale or sharing arrangement. Ameritech will respond to repair and maintenance requests from the end user clients of the customer of record. All applicable rates and charges for repair service will be billed to the customer of record.
- g. The rates and charges for service which is resold or shared shall be determined as provided in this tariff.
- h. Hotel or motel customers electing to charge guests for local and/or toll messages shall post in every guest room a listing of the hotel-motel charges that apply to such messages.
- i. Centrex Resale and Sharing
 - (1) A customer of record may resell Centrex service to, or arrange for the sharing of Centrex service among, unaffiliated end user clients. Consistent with the restrictions contained within this tariff, a customer of record may establish as many Centrex systems as it desires.

A. RESALE OR SHARING OF SERVICE (cont'd)**3. Regulations (cont'd)**

i. Centrex Resale and Sharing (cont'd)

- (2) Centrex intercom calling is only allowed between station users internal to the end user customer or station users of an affiliate company of the end user customer.
- (3) Each Centrex-based resale or sharing system may be established by a customer of record only within a single central office serving exchange area switching unit.
- (4) Centrex service shall be available for resale or sharing in central offices wherever Centrex service is available, subject to the availability of existing facilities within such offices.
- (5) For service provided to residential customers connected to Centrex-based resale or sharing systems, the customer of record shall be charged, by AT&T, at tariffed business Centrex rates.

j. Termination of Service

In addition to the regulations set forth in 4 following in this tariff, the following regulations apply.

(1) Customer Initiated Termination

It is the responsibility of the customer of record of the resale or sharing service arrangement to negotiate service for their end user clients in the event of the voluntary termination of service. AT&T must receive written notice from the customer of record of the resale or sharing service outlining their conversion of service plan for their end user clients. Written notice must be received by Ameritech no later than 45 days prior to the planned termination of service. AT&T reserves the right to provide service directly to the end user clients of the resale or sharing provider, at the applicable rates and charges set forth in this tariff, in order to maintain their continuity of telecommunications service.

3. USE OF SERVICE (Cont'd)**A. RESALE OR SHARING OF SERVICE (Cont'd)**

3. Regulations (Cont'd)

j. Termination of Service (Cont'd)

(2) Company Initiated Termination

Delinquency or failure to pay for services provided to a customer of record of resale or sharing service arrangement will result in termination of service. In the event of termination of service for non-payment, all other provisions set forth in this tariff shall apply and the customer of record will be responsible for all outstanding charges. AT&T reserves the right to provide service directly to the end user clients of the resale or sharing provider, at the applicable rates and charges set forth in this tariff, in order to maintain their continuity of telecommunications service.

B. INTERFERENCE

The customer subscribing to Telecommunications Service is responsible for its use, and shall exercise such control as may be necessary to ensure that it is not improperly used. If the use of service interferes unreasonably with the service of other customers, a customer may be required to take service in sufficient quantity or of a different class or grade to alleviate the interference.

4. TERMINATION OF SERVICE

Equipment furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition.

Except as provided below, no charges apply for removal of service or equipment.

A. CUSTOMER INITIATED TERMINATION

1. Except for directory listings covered in Part 12, Section 1, service may be terminated after the expiration of the Initial Service Period upon notice being given to the Company a reasonable period in advance and upon agreement to pay the charges due to the date of termination of the service.
2. When service is terminated by discontinuance or relocation prior to the expiration of the Initial Service Period, in addition to all charges due for service which has been furnished, termination liabilities apply as shown in the tariff for the service prevailing at the time of installation:
 - a. Service for which the Initial Service Period is one month:

Charges are due for the entire Initial Service Period.
 - b. Service for which the Initial Service Period is more than one month:

Prorated termination liabilities apply to the unexpired portion of the Initial Service Period.
 - c. Special equipment for which the Initial Service Period is in excess of one month at the same location: Such proportion of the sum of the cost of the equipment, cost of installation, and the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the Initial Service Period bears to the full Initial Service Period.
3. Cancellation of application for service, in whole or in part:
 - prior to completion of engineering, construction, or installation;
 - or

4. TERMINATION OF SERVICE (Cont'd)**A. CUSTOMER INITIATED TERMINATION (Cont'd)**

3. (Cont'd)

- after completion of engineering, construction and installation, but prior to establishment of service; The termination liability will be the loss on equipment and facilities in the process of building or being installed, cost of installation labor, cost of removal and other expenses not to exceed applicable service connection and installation charges and termination liabilities specified by this tariff.

4. For the purpose of this tariff in the application of termination liabilities, the last item (such as station lines, attendant positions, etc.) installed will be considered the first to be removed.

B. COMPANY INITIATED TERMINATION

1. Abuse or Fraudulent Use

The Company may, upon at least 5 calendar days written notice to the Customer, without incurring any liability, forthwith deny or disconnect service because of abuse or fraudulent use of the service. Service must be disconnected within 15 days of the date of the notice unless the Customer and the Company agree to extend this time period.

In case of a dangerous or emergency condition where the public interest requires immediate action or pursuant to governmental requirements, service may be disconnected without notice for as long as the condition exists.

Abuse or fraudulent use of service includes, without specific limitations, the following:

- a. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;

4. TERMINATION OF SERVICE (Cont'd)**B. COMPANY INITIATED TERMINATION (Cont'd)**

1. Abuse or Fraudulent Use (Cont'd)

- b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Telecommunications Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for each such service;
- c. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment or harass another;
- d. The use of profane or obscene language;
- e. The use of the service in such a manner as to interfere with the use of the service by one or more other Customers; and
- f. The impersonation of another with fraudulent intent.

2. Use of Service for Unlawful Purposes

Service is furnished with the understanding that it will be used only for lawful purposes. The Company will disconnect or deny service if it has knowledge that the service is being or will be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, and requests that such service be disconnected or denied.

3. Non-Payment

- a. The Company may, upon at least 5 calendar days written notice to the Customer, without incurring any liability, forthwith deny or disconnect service for any of the reasons shown below. Service must be disconnected within 15 days of the date of the notice unless the Customer and the Company agree to extend this time period.

4. TERMINATION OF SERVICE (Cont'd)**B. COMPANY INITIATED TERMINATION (Cont'd)****3. Non-Payment (Cont'd)**

- b. If a written request from the Customer or a responsible party is on file with the Company at the time the 5 day notice is mailed, a copy of the disconnect notice will also be mailed to the County Department of Health and Social Services.
- c. For the purposes of these regulations a Company bill is considered a delinquent account one day after issuance.
- d. In the event of a dispute involving a Customer's bill, the Customer's service will not be disconnected for non-payment of that portion of the bill under dispute, pending completion of the Dispute process.
- e. The Company may disconnect or refuse service for any of the following reasons:
 - (1) Failure to pay a delinquent account or to comply with the terms of a Deferred Payment Agreement, provided the total amount owed for service used exceeds one month's recurring monthly service charges.
 - (2) Failure of a Customer to make suitable deposit or guarantee in lieu of deposit arrangements as required by this guidebook.
 - (3) Failure to comply with deposit or guarantee in lieu of deposits arrangements.
 - (4) Where subsequent credit information indicates that the initial application for service was false or incomplete to the extent that a deposit or guarantee would be required or service refused under the applicable regulations.
 - (5) Any other violation of the Company's regulations filed with the Public Service Commission of Wisconsin or the Federal Communications Commission.

4. TERMINATION OF SERVICE (Cont'd)**B. COMPANY INITIATED TERMINATION (Cont'd)**

3. Non-Payment (Cont'd)

e. (Cont'd)

- (6) Charges applicable for restoral of service are found in Part 3, Section 1, of this guidebook.
- f. The Company will not attempt to collect by threat of disconnection or refusal of service for any of the following reasons:
- (1) Delinquency in payment for service by a previous occupant of the Premises to be served other than a member of the same household residing at the same Premises;
 - (2) Delinquency in payment for another Class of Service;
 - (3) Failure to pay another Customer's bill as guarantor thereof;
 - (4) Failure to pay for directory advertising or charges for non-utility service billed by the Company;
 - (5) Failure to pay charges arising from any under billing occurring more than one year prior to the current billing and due to any misapplication of rates or due to inaccurate metering;
 - (6) Failure to pay a delinquent account over 6 months old where no collection steps have been taken within 6 months of the date on the delinquent bill or bills, unless the passage of additional time is a result of other provisions described herein or from good faith negotiations or arrangements made with the Customer.

5. TELEPHONE NUMBERS**A. ASSIGNING AND CHANGING OF TELEPHONE NUMBERS**

The Customer has no property right in the telephone number which is assigned by the Company nor any right to continuance of service through any particular Central Office, and the Company reserves the right to change the telephone number or the Central Office designation, or both, of the Customer whenever it deems it necessary to do so in the conduct of its business.

B. RESERVATIONS OF TELEPHONE NUMBERS

1. Telephone numbers of Network Access Lines may be guaranteed reserved by having them placed on a Temporary Suspension basis for a period not to exceed 9 months. This guaranteed reserved status expires at the end of 9 months and must be reordered 15 days prior to expiration to continue the reservation for an additional period.
2. Network Access Lines required for this service will only be terminated in the Customer's normal serving Central Office. Appropriate service connection charges apply when the Customer orders the lines activated for use.
3. Additional telephone numbers reserved after the original reservation is established will be treated as a new guaranteed reservation with a new expiration date.
4. Nothing in this paragraph shall be construed to give the Customer any property right in a reserved telephone number or any right to continuance of service through any particular Central Office, or to modify in any way the rights reserved to the Company in Section A, above.

6. PAYMENT FOR SERVICE**A. GENERAL**

The customer is responsible for payment of all charges for facilities and services furnished the customer including charges for services originated, or charges accepted, at such facilities by the customer or any other person.

An administrative charge will apply whenever a customer's check or other draft is returned, dishonored, or requires special handling by the Company.

Administrative charge	\$30.00
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7. CUSTOMER BILLING

Bills to customers will be rendered regularly and will contain a clear listing of charges. The Company will comply with reasonable customer requests for itemized statements of charges.

The Company will not bill the customer for delinquency in payments by a previous occupant of the Premises other than a member of the same household residing at the same Premises.

All recurring monthly charges are billed in advance.

All bills are due seventeen days from the day the Company mails the bill, except final bills, which are due eight days from the day the Company mails the bill.

Treatment to collect the bill may be started prior to that date in cases where the long distance usage in a month exceeds the previous individual account average.

Bills are payable by mail or at any business office of the Company, or at any other location designated by the Company.

8. ADVANCE PAYMENTS AND DEPOSITS**A. Payment In Advance Of Service**

Applicants for service who have no account with the Company or whose financial responsibility is not a matter of general knowledge may be required to make an advance payment at the time of application equal to the service connection or installation charges, or both, and the Initial Service Period charges for the service provided. The amount of the advance payment is credited to the Customer's account as applying to any indebtedness under the guidebook.

Applicants for service where facilities do not currently exist, are unavailable or do not extend to the applicant's premise will be required to pay in advance construction charges in excess of the standard allowance, as defined in Section 5.

B. Deposits

The Company may require an applicant or a Customer to make a suitable deposit to be held by the Company as a guarantee of the payment for charges for Telecommunications Service. In accordance with the U.S. Bankruptcy Code, Section 366, the Company may require an applicant or customer to furnish adequate assurance of payment in the form of a deposit or other security.

The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation.

1. New Residence Service

The Company may not require a deposit or other guarantee as a condition of new Residence Service unless;

- a.the Customer has an outstanding account balance with any Wisconsin telecommunications utility accrued within the last six years and at the time of request remains outstanding and not in dispute, or
- b.the Customer is attempting to receive service with intent not to pay for same, or
- c.the Customer will clearly be unable to pay for service at the time such payment is due.

8. ADVANCE PAYMENTS AND DEPOSITS (Cont'd)**B. DEPOSITS (Cont'd)**

2. Existing Residence Service

The Company may not require a deposit or guarantee as a condition of continued Residence Service unless:

- a. The Customer's service has been disconnected once within the preceding 12-month period for non-payment of a delinquent bill not currently in dispute, or
- b. Subsequent credit information indicates that the initial application for service was falsified or incomplete to the extent a deposit would have been required under this guidebook and the P.S.C. of W. Standards For Telephone Service.

3. Business Service

Business Service Customers may be required to pay a deposit or provide a guarantee if credit has not been established to the satisfaction of the Company.

4. Amount of Deposit

The maximum deposit for new service shall not exceed an amount estimated to equal the charges for one month's recurring charges for service and for two months' message toll service. Deposits for existing Customers shall not exceed the bill for one month's recurring charges for service plus the highest actual message toll charges for two consecutive months within the preceding 12 month period.

Residence Service Customer's deposit will be refunded if service has not been disconnected for non-payment for 12 consecutive months. A Business Service Customer's deposit will be refunded after 24 months if the Customer's credit is satisfactory to the Company.

If any service is terminated, the amount of the deposit is credited to the Customer's account and any credit balance which may remain is refunded

8. ADVANCE PAYMENTS AND DEPOSITS (Cont'd)**B. DEPOSITS (Cont'd)**

5. Arrearages

An arrearage owed by a Customer may be deducted from the Customer's deposit under the following conditions:

- a. A deposit may be used by the Company to satisfy an arrearage occurring after the deposit was made.
- b. If the Company deducts an arrearage from a Customer deposit, it may require the Customer to bring the deposit up to its original amount. Failure of the Customer to do so within 20 days of mailing a written request for payment is ground for disconnection.
- c. When a deposit is refunded to the Customer, the Company may first deduct any arrearage owed by the Customer, whether the arrearage arose prior to or after the date of deposit.

6. Interest on Deposits

In case of a cash deposit, each December, the P.S.C. of W. will establish the interest rate that will apply to refunded deposits for the following calendar year. The rate shall be equal to the weekly average yield of one year United States Treasury securities, adjusted for constant maturity, for the week ending on or after December 1, as made available by the Federal Reserve Board, rounded to the nearest tenth of one percent.

C. Guarantee in Lieu of Deposits

A guarantor, satisfactory to the Company, may be accepted in lieu of a deposit. The guarantor shall guarantee payment of a specific sum not to exceed the cash deposit requirement. The Company may request an existing Customer to furnish a guarantee, an additional guarantee or a deposit upon written notice to the Customer if increased usage warrants such a request or if the Customer's payment record is unsatisfactory.

8. ADVANCE PAYMENTS AND DEPOSITS (Cont'd)**C. GUARANTEE IN LIEU OF DEPOSIT (Cont'd)**

The guarantor's obligation will automatically cease after the Customer discontinues service, upon 30 day's written notice by the guarantor to the Company, or at the end of 2 years.

If requested by the Customer, a written explanation of the reason for the deposit or guarantee will be provided by the Company.

Where the Customer's business is of a hazardous or temporary nature, the Company may adjust the deposit or guarantee requirement and bill the Customer on other than a monthly basis with a corresponding adjustment in the deposit or guarantor requirements.

The guarantor shall receive copies of all disconnect notices sent to the Customer whose account he has guaranteed if the guarantor requests such notice. The notice option shall be part of the guarantee contract.

D. DEFERRED PAYMENT AGREEMENT IN LIEU OF DEPOSIT

In lieu of a cash deposit or guarantee, an applicant for new Residence Service who has an outstanding account accrued within the last six years with the same utility shall have the right to receive service from that utility under a Deferred Payment Agreement for the outstanding account.

A Deferred Payment Agreement is available to Residence Service Customers unable to pay an outstanding bill in full. The terms include a reasonable initial payment and installment payments to pay the outstanding bill within a reasonable time. No finance charge applies.

Any payment made by a Customer in compliance with a Deferred Payment Agreement will first be considered in payment of the previous outstanding account with any remainder credited to the current bill.

If a Customer has not fulfilled the terms of a Deferred Payment Agreement, the Company shall have the right to disconnect service upon at least five calendar days written notice and under such circumstances the Company shall not be required to offer subsequent negotiation of a Deferred Payment Agreement prior to disconnection.

9. ADJUSTMENT OF CHARGES

Adjustment of charges for interruption of WATS services are in the Guidebook Part 10 Section 1.

A. Interruptions

The Company will, in the event the Customer's Basic Exchange Service is interrupted, make a subsequent appropriate billing adjustment subject to the following conditions:

1. Credit for interruption is not allowed where the outage is caused by a willful act or negligence of the Customer or the failure of facilities provided by the Customer.
2. Credit will be allowed from the time notification is received from the Customer or from the time of discovery by the Company, whichever is earlier, when each interruption comprises at least 24 consecutive hours of outage.
3. A major fraction of the last additional day, consecutive with a period consisting of 24 hours of outage, is considered a full day.
4. Credit for interruption is based upon the number of consecutive days of each outage.
5. For the purpose of determining the allowance for interruption, each month is considered to have 30 days. The refund to the Customer shall be the prorata part of the month's charges for the period of days that the portion of the service is rendered useless or inoperative.

9. ADJUSTMENT OF CHARGES (Cont'd)**B. DISPUTE PROCEDURES**

1. When a Customer disputes a request for a deposit or other guarantee, or informs the Company prior to disconnection that an amount or any matter related to disconnection or refusal of service is in dispute, the Company will follow Dispute Procedures set forth in Rule P.S.C. 165.0535 of the P.S.C. of W. Standards For Telephone Service.
2. In the event of a formal hearing, the Customer will be required to pay 50% of the bill or deposit in dispute to the utility or post bond for that amount on or before the hearing date. Such payment or bond may be waived by the Commission for good cause shown. Failure to pay the specified amount will constitute waiver by the Customer. In disputes involving essentially the same or similar complaints or facts, the Company may require the Customer to post a 100% surety bond or to deposit the total disputed amount.
3. Telecommunications Service will not be disconnected or refused because of any disputed matter while the disputed matter is being pursued in accordance with the Dispute Procedures set forth in the P.S.C. of W. Dispute Procedures. In no way does this relieve the Customer from obligation of paying charges which are not disputed.

C. LATE PAYMENT CHARGE

Except as specifically provided below, a late payment charge shall apply to amounts shown on a monthly bill which remain unpaid after the bill date for a period of no less than 20 days. Residence customers will be charged \$6.50 per month on balances greater than \$5.00, while Business customers will be charged the greater of 1.5% or \$5.00. (C)

1. The late payment 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.
 - Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Telephone Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.
2. Credit, deposit and collection procedures outlined elsewhere in this guidebook are not waived or foreclosed by the application of a late payment charge.

D. PACKAGING

In any case in which the customer purchases a package or bundle of services that includes both regulated services provided under this guidebook and any products or services not provided under this tariff, in the event the customer fails to submit timely payment for the entire package or bundle, whether by non-payment or by partial payment, the Company shall be entitled to discontinue the provision of any products or services not provided under this tariff and to treat the remaining regulated services provided under this guidebook according to the applicable provisions of this guidebook. In such event, the Company shall also be entitled to continue the provisions of all regulated services provided under this tariff on such account and to charge the rates specified for such services; provided however, that the customer shall continue to receive any discounts provided on any regulated services, to the extent any such discounts are applicable to such services according to the terms of this tariff; and further provided, that the customer shall be entitled to add, change or discontinue any regulated services provided according to the Company's normal procedures for adding, changing or discontinuing such services.

9. ADJUSTMENT OF CHARGES (cont'd)**C. LATE PAYMENT CHARGE**

Except as specifically provided below, a late payment charge shall apply to amounts shown on a monthly bill which remain unpaid after the bill date for a period of no less than 20 days.

Residence customers will be charged \$7.00 per month and 1.0% of the unpaid balance that is greater than \$10.00, while Business customers will be charged the greater of 1.5% or \$5.00.

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1. The late payment 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.
 - Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Telephone Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.
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9. ADJUSTMENT OF CHARGES (cont'd)

E. TELEPHONE CUSTOMER ASSISTANCE PLAN - TELCAP

(T)

The Company's Telephone Customer Assistance Plan - TELCAP provides for alternative service arrangement with the intent of helping customers stay connected to the telephone network.

1. The objective of TELCAP is to provide a program that goes beyond traditional payment arrangements which will assure that low income customers and customers with persistent bill payment arrangements have continuous telephone service at the highest level practical.
2. The TELCAP program is provided in support of the Company's universal service commitment.
3. Specific details of the TELCAP program, including customer eligibility, is available by contacting the Company's TELCAP representative or an appropriate outside agency operating within the Company's service territory.

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Amendment No. 6135

SA TA - 2000

Issued by Vice President - State Regulatory
Milwaukee, Wisconsin

10. LIABILITY OF THE COMPANY

The Company's liability, if any, for its willful misconduct is not limited by this Tariff.

10.1 LIABILITY OF THE COMPANY FOR DAMAGES TO CUSTOMER PROPERTY

The Company is not liable for any defacement or damage to the Customer's Premises resulting from the existence of the Company's apparatus and associated wiring on such Premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

10.2 LIABILITY OF THE COMPANY FOR DAMAGES TO CUSTOMER SERVICES

- A. With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoral of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the Customer under this tariff as an allowance for interruptions of service.
- B. The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or for other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company;
1. if 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
 2. if not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

10.3 LIABILITY OF THE COMPANY FOR DAMAGES FROM TRANSMISSION SERVICES OR FACILITIES

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.

10.4 LIABILITY OF THE COMPANY FOR DAMAGES FROM DIRECTORY LISTINGS

The Company's liability for the impairment of the Customer's service arising from errors in or omissions of directory listings shall be limited to an abatement or refund of an amount not exceeding the monthly charges for Exchanges Services, excluding Additional Local Message charges, during the period covered by the directory in which the error or omission occurs.

10.5 OTHER LIABILITIES OF THE COMPANY

When the lines of other telephone companies are used in establishing connections to points not reached by the Company's line, the Company is not liable for any act or omission of the other company or companies.

11. LIABILITY OF THE CUSTOMER

The Customer shall be liable for damages to facilities of the Company caused by the negligence or willful act of the Customer or authorized user. The Customer or authorized user may not rearrange, disconnect, remove or attempt to repair, or permit others to rearrange, disconnect, remove or attempt to repair any equipment installed by the Company except as authorized elsewhere in this guidebook, or upon written consent of the Company.

12. CUSTOMER PREMISES WIRE**A. GENERAL PROVISIONS**

1. Customer Premises Wire and standard jacks associated with Residence and Business single line Basic Exchange Service may be provided by either the Customer or the Customer's assignee. (For purposes of administration the term Basic Exchange Service includes single line Centrex C.O. service.) Customer Premises Wire associated with coin telephone service will only be provided by the Company.
2. Customer Premises Wire as used in this paragraph is wire including associated connectors, blocks and jacks, on a Customer's Premises that extends between the termination of the Basic Exchange Service and those standard jack locations to which terminal equipment can be connected for access to the Basic Exchange Service.
3. Customer Premises Wire provided by the Customer may be connected to Residence and Business single line Basic Exchange Service furnished by the Company either at the Standard Network Interface or at any Company-provided miniature modular standard jack located elsewhere on the Premises.
4. The Standard Network Interface for the connection of Customer Premises Wire consists of a miniature modular standard jack and is provided as part of the Basic Exchange Service. This Standard Network Interface will be installed on the Customer's Premises at a location determined by the Company which is accessible to the Customer. Wherever practicable, the normal location of the Standard Network Interface would be in close proximity to the protector or equivalent where the Company facilities enter the Customer's Premises.
5. Company owned wire maintained by the Customer remains the property of the Company.

12. CUSTOMER PREMISES WIRE (Cont'd)**B. RESPONSIBILITY OF THE CUSTOMER**

1. Where the Customer elects to provide or maintain the wire and standard jacks, the installation must be in accordance with the Technical Standards and Guidelines as found in FCC Part 68, Article 800, entitled Communication Circuits, of the National Electric Code and building and electrical codes in the jurisdictions served by the Company.
2. In the event that the Customer provides, maintains or attempts to maintain wire, the Customer will indemnify and defend the Company and its officers, directors, agents, servants and employees and save them harmless from and against any and all claims, losses, expenses or suits (including costs and attorneys' fees) for the injuries to or death of persons and for damage to property or services and from all liens, losses, expenses or claims of any sort arising out of or resulting from the Customer's provision, maintenance or attempted maintenance of wire or any associated activities, except when resulting from the negligence of the Company.
3. In those instances where the Company makes a repair visit to the Customer's Premises and the service difficulty or trouble results from Customer-provided wire that is not in accordance with the technical standards for such wire, the Customer is responsible for the payment of the appropriate non-recurring Premises Work Charges specified in this tariff.
4. In those instances where the Company makes a repair visit to the Customer's Premises and the service difficulty is due to a condition in Customer-provided terminal equipment, rather than Customer-provided wire, a Maintenance of Service Charge as specified in this tariff will apply.

12. CUSTOMER PREMISES WIRE (Cont'd)**B. RESPONSIBILITY OF THE COMPANY**

The Technical Standards and Guidelines for Customer provision of Premises Wire are available upon request from the Company.

C. VIOLATION OF REGULATIONS

1. Where Customer-provided or maintained wire is in violation of this Section, the Company will promptly notify the Customer of the violation and will take such immediate action as is necessary for the protection of the Telecommunications Network and Company employees.
2. The Customer shall discontinue use of Customer-provided wire or correct violation and notify the Company in writing within ten days after receipt of such notice that the violation has been corrected.
3. Failure of the Customer to discontinue such use or to correct the violation will result in the suspension or disconnection of the Customer's service until such time as the Customer complies with the provisions of this tariff.

12. CUSTOMER PREMISES WIRE (Cont'd)**D. TECHNICAL STANDARDS AND GUIDELINES FOR CUSTOMER-PROVIDED WIRE****1. Scope**

- a. Customer Premises Wire should adhere to published minimum technical, material and workmanship standards applicable to the provision of same premises wiring for connection to Residence and Business single line Basic Exchange Service.
- b. Customer Premises Wire installed in accordance with this section and FCC Part 68 shall be tested under the acceptance tests specified in FCC Part 68.

2. Means of Connection to the Network

- a. The physical and electrical demarcation between Customer Premises Wire and the Telecommunications Network is a Company-provided Standard Network Interface or other Company-provided registration program jack.
- b. For those Premises which only have hardwired connecting blocks or non-modular jacks, the Customer must first obtain and install a modular converter which will serve as a network interface and be used for connection of the wire.

13. SALE OF IN-PLACE CUSTOMER PREMISES WIRE

- A. The Company may sell its entire ownership in any surplus in-place Customer Premises Wire.
- 1) "Customer Premises Wire" as used in this paragraph, means wire or cable that connects an equipment entity or system component with the Standard Network Interface, and that is located at the Customer's Premises and not within an equipment housing. The term "Customer Premises Wire" further includes the facilities (wire, cable, pole, conduit, etc.) between separate buildings on a Customer's Continuous Property. This definition does not include the wire used to furnish Residence and Business single line Basic Exchange Service or Intrasystem Premises Wire.
 - 2) Customer Premises Wire is "surplus" if it is not and will not in the future be required to provide other Company offered services.
- B. The selling price for Customer Premises Wire will be the result of the application of the following formula: estimated current cost for labor and material for installation of like facilities, less an allowance for any functional and physical depreciation, and with adjustment for market conditions.
- 1) Cost for labor and material will be the cost, including associated overheads, for placement of a like installation at the time of the sale.
 - 2) The allowance for functional and physical depreciation will be a deduction of an amount representing known obsolescence and observed deterioration.
 - 3) Any adjustment for market conditions will be based on alternatives available to the buyer.

13. SALE OF IN-PLACE CUSTOMER PREMISES WIRE (Cont'd)

- C. All sales will be in accordance with any then applicable provisions of Part 68 of the FCC Rules and Regulations for the Connection of Communications Systems to Telecommunications Services, including:
- 1) Subpart A, 68.3(d), Interface definition.
 - 2) Subpart B, 68.104, Means of Connection.
 - 3) Any other provisions which may now or in the future be applicable.
- D. All sales under this section are subject to the following conditions:
- 1) Payment of selling price determined in accordance with Paragraph 2. above.
 - 2) In-place Customer Premises Wire is sold AS IS with all faults and the Company shall not be held responsible for any repairs or replacements required to correct any defects in such Customer Premises Wire. THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF THE PROPERTY, FUNCTIONAL COMPATIBILITY WITH EXISTING AND PROPOSED EQUIPMENT, AND PERMANENCY OF ANY RIGHT-OF-WAY, EASEMENT OR LOCATION.
 - 3) Except when resulting from the negligence of the Company, the Buyer will indemnify and defend the Company and its officers, directors, agents, servants, and employees and save them harmless from and against any and all claims, losses, expenses or suits (including costs and attorneys' fees) for injuries to or death of persons and for damage to property or services and from all liens, losses, expenses or claims of any sort arising out of or resulting from the Company's sale of Customer Premises Wire to the Buyer or any associated activities or from the Buyer's use or subsequent sale of the Customer Premises wire.

14. HIGH VOLUME SERVICE**A. DESCRIPTION**

High Volume Service is a package of custom designed, customer specific, telecommunications services for customers' video, voice, and data needs.

The specific features and facilities included in High Volume Service may vary among customers. This offering is customer specific and will be tailored to meet the individual customers' needs. An Agreement of Service, outlining the features and capacities to be provided, will be produced for each High Volume Service customer.

If a service that is not subject to competitive alternatives within the relevant market or geographic area is provided as part of the agreement and if competitors' offerings use that service, the guidebook rate for that service will be imputed as cost and will be used in the development of the rates for the service provided under this tariff.

The following services will not be provided as a part of High Volume Service:

- Residential access lines and local usage
- Access Services contained in P.S.C. of W. No. 2

14. HIGH VOLUME SERVICE (cont'd)**B. TERMS AND CONDITIONS**

This tariff is filed under Sec. 196.194, Wis. Stats. Therefore, any contract or amendment to such a contract shall be compensatory as determined under Sec. 196.204 (5) and (6) Wis. Stats. Within 20 days after a contract or an amendment to such a contract has been executed, the Company shall submit to the Commission written notice of the general nature of the contract and the parties to the contract.

The receipt of notification of any contract or amendment to a contract established under this guidebook shall not constitute approval of all terms and provisions therein. The Commission retains jurisdiction to investigate on its own motion or upon complaint any contractual term or provision under which the tariff service is offered, and to take any necessary action pursuant to such investigation, including issuing orders.

15. 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 as well as to the Company's provision of resold services and/or unbundled network elements to a Carrier for use in its provision of local exchange service to its end users as defined in AT&T Tariff 20, Part 19 (Unbundled Network Elements); Part 22 (Wholesale resale)/Part 2, Section 2 (Resale not under Part 22 including Telemanagement); and Part 23 (Interconnection).

The term "service" or "Carrier Class of Service" as used in these regulations shall mean "the Company's provision of network interconnection, resold service, and/or unbundled network elements" as defined in the guidebook 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 Public Service Commission of Wisconsin.

B. PAYMENT FOR SERVICE

1. 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"). The Due Date is thirty (30) calendar days from the date of invoice. If the Due Date would cause payment to be due on a Saturday, Sunday or holiday (i.e., New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a day when Martin Luther King Day, Washington's Birthday, Memorial Day, Columbus Day and Veterans Day are legally observed), payment for such bills will be due from the Carrier as follows:

If the Due Date falls on a Sunday or on a holiday which is observed on a Monday, the Due Date shall be the first non-holiday day following such Sunday or holiday. If the Due Date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the Due Date shall be the last non-holiday day preceding such Saturday or holiday.

15. CARRIER CREDIT AND COLLECTION (cont'd)**B. PAYMENT FOR SERVICE (cont'd)**

2. The Carrier shall be obligated to:

- make payment of all undisputed charges to Company by the Due Date.
- prior to the Due Date, give written notice of any amounts which it disputes and include in such written notice the specific details and reasons for disputing each item; and
- where a dispute has been asserted, pay all disputed amounts into an interest-bearing escrow account with a third party escrow agent satisfactory to Company by the Due Date.

Independent of Carrier's payment obligations set forth in this Section, Carrier shall make a separate claim in writing, with adequate support, for any service interruption credit or other credit to which Carrier believes itself entitled. Notwithstanding anything herein to the contrary, Carrier may not offset or withhold any amounts due Company hereunder against amounts due Carrier.

3. Any payment to Company from Carrier may be paid by check or negotiable instrument for amounts of \$10,000 or less. Any payment to Company from Carrier must be paid by electronic fund transfer for amounts more than \$10,000. Payment must result in immediately available funds on or before Due Date.

C. FAILURE TO MAKE PAYMENT FOR SERVICE

1. If Carrier remits a dishonored check to the Company or to the disputed charge escrow account, the Company (in addition to the application of the dishonored check charge set forth in this Part) may, pursuant to one (1) business day notice via facsimile, courier or one day delivery service, place Carrier on a "cash equivalent" basis which thereafter limits acceptable payment for all amounts from Carrier to a cashiers check or electronic fund transfer acceptable to the Company and denominated in United States dollars.

15. CARRIER CREDIT AND COLLECTION (cont'd)**C. FAILURE TO MAKE PAYMENT FOR SERVICE (cont'd)**

2. As further described in Section B above, the failure of Carrier to make payment for service of undisputed amounts by the Due Date will entitle the Company to exercise any, or all, of the following options:

- assess a late payment charge at the highest lawful rate and where appropriate, a dishonored check charge;
- require provision of a deposit or increase an existing deposit pursuant to a revised deposit request (a revised deposit request may also be issued as described in D(2) following);
- refuse to accept new, or complete pending, orders; and/or
- discontinue service.

The Company's exercise of any of these options shall not delay or eliminate Carrier's obligation to pay the charges set forth on each and every bill on, or before, the applicable Due Date.

3. The Company has no obligation to offer a payment arrangement to retire any past due amounts. Moreover, the Company will not agree to any payment arrangement which fails to require that:

- all current billing must be paid on, or before, the applicable Due Date by Carrier and that any breach by Carrier in the terms and conditions of the payment arrangement shall cause all past due amounts to be immediately due and owing without the issuance of another disconnection notice if the payment arrangements had been established pursuant to a disconnection notice.

15. CARRIER CREDIT AND COLLECTION (cont'd)**C. FAILURE TO MAKE PAYMENT FOR SERVICE (cont'd)**

4. Receipt of a subsequently dishonored negotiable instrument in response to a notice of disconnection does not constitute payment. If the act of remitting such instrument has already caused Company to have delayed disconnection of service, the Company does not have to issue an additional notice of disconnection to disconnect Carrier, but the Company will allow Carrier only one business day for redemption of the dishonored instrument with a Cashiers Check or Wire Transfer acceptable to the Company and denominated in United States dollars.

Once disconnection has occurred, Carrier's only option is to pay all outstanding amounts due and establish a new Carrier account as a new applicant for service. ("Carrier Applicant" as defined in Section D(1) following).

D. CARRIER APPLICANTS FOR SERVICE – DEPOSIT/ADVANCED PAYMENT

1. A Carrier which applies to the Company for the establishment of an account for any Carrier Class of Service, as defined in 1. preceding, is a "Carrier Applicant." A Carrier whose service has been discontinued pursuant to notice has the status of a Carrier Applicant.
2. If Carrier Applicant is unable to provide satisfactory credit information, the Company may require
 - an advanced payment in the amount of the charges associated with establishing Carrier's service and estimated charges for first thirty (30) days of service; and
 - a deposit in the amount of no less than three month's service (with the monthly rates and charges for service estimated based on Company's evaluation of Carrier's financial statement, business plan, and forecast).
3. Carrier applicants for service where facilities do not currently exist, are unavailable, or do not extend to the applicant's premise will be required to pay in advance, all costs in excess of the standard allowance, defined in Section 5 of this tariff.

15. CARRIER CREDIT AND COLLECTION (cont'd)

D. CARRIER APPLICANTS FOR SERVICE - DEPOSIT/ADVANCED PAYMENT

1. A Carrier which applies to the Company for the establishment of an account for any Carrier Class of Service, as defined in 1. preceding, is a "Carrier Applicant." A Carrier whose service has been discontinued pursuant to notice has the status of a Carrier Applicant.
2. If Carrier Applicant is unable to provide satisfactory credit information, the Company may require
 - an advanced payment in the amount of the charges associated with establishing Carrier's service and estimated charges for first thirty (30) days of service; and
 - a deposit in the amount of no less than three month's service (with the monthly rates and charges for service estimated based on Company's evaluation of Carrier's financial statement, business plan, and forecast).
3. Carrier applicants for service where facilities do not currently exist, are unavailable, or do not extend to the applicant's premise will be required to pay in advance, all costs in excess of the standard allowance, defined in Section 5 of this tariff.

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/1/ Material formerly appeared on Original Sheet No. 34 in this Section.

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15. CARRIER CREDIT AND COLLECTION (cont'd)**D. CARRIER APPLICANTS FOR SERVICE - DEPOSIT/ADVANCED PAYMENT (cont'd)**

The Company will not establish service for Carrier Applicant until the advanced payment and/or deposit have been received by the Company. Once service has been established, the deposit amount required of Carrier may be revised to reflect the quantity of service actually being billed to Carrier by Company and shall be known as a "revised deposit request".

The fact that a deposit, or revised deposit, request has been made under this Section D or Section E following in no way relieves Carrier from complying with the Company's regulations as to the prompt payment of bills. A deposit will be retained pursuant to deposit rules summarized below. The Due Date applicable to the full amount of a deposit, or revised deposit, request reflecting the most recent average monthly billing, shall be fifteen (15) days after the date on which the deposit or revised deposit has been requested.

15. CARRIER CREDIT AND COLLECTION (cont'd)**E. PRESENT CARRIER ACCOUNT - DEPOSIT**

1. A deposit can be required on an existing Carrier account, when Carrier fails to make payment for service as defined in Section B above by the Due Date or has received a notice of disconnection from the Company.
2. The amount of a deposit shall be in the amount of no less than three (3) months billing based on Carriers most current billing history. The amount of the deposit required of Carrier may be revised to reflect the most current monthly billing. A deposit will be refunded as described below. The Due Date of the full amount of the deposit, or revised deposit, shall be fifteen days (15) after the date on which the Company requests the required deposit or deposit revision.
3. The deposit/revised deposit requested will refunded after being held for twenty-four (24) months provided that during that period:
 - full payment for service was made past the Due Date no more than twice within twenty-four (24) months;
 - the Company had not issued a notice of disconnection or had to initiate collection activity; and
 - there is no evidence of scheme or device to obtain service without payment.

If all of the foregoing criteria are not achieved during the first twenty-four months of service, the deposit will be eligible for return when such criteria have been met for 24 consecutive months.

In case of a cash deposit, each December, the P.S.C. of W. will establish the interest rate that will apply to refunded deposits for the following calendar year. The rate shall be equal to the weekly average yield of one year United States Treasury securities, adjusted for constant maturity, for the week ending on or after December 1, as made available by the Federal Reserve Board, rounded to the nearest tenth of one percent.

15. CARRIER CREDIT AND COLLECTION (cont'd)**F. DISCONTINUANCE OF SERVICE**

1. The Company can discontinue or deny service for any of the following reasons:
 - failure to satisfy a deposit, or revised deposit, request by the Due Date;
 - failure to pay the undisputed portion of a past due bill to the Company and/or disputed portion of past due bill to escrow account satisfactory to Company;
 - failure to make payment in accordance with terms of Company agreed payment arrangement; or
 - Company has reason to believe that Carrier has used a device or scheme to obtain service without payment.
 - Any other violation of the Company's regulations filed with the Public Service Commission of Wisconsin or the Federal Communications Commission.
2. If Carrier fails to pay amounts billed including late payment charges and any outstanding advanced payment, deposit, or revised deposit request ("Unpaid Charges") within fifteen (15) days after the Due Date, Company may notify Carrier that its service will be disconnected ("Notice of Disconnection") unless all Unpaid Charges are paid in full as described in 3. following within ten (10) business days of date notice is sent ("Disconnection Notice Period"). Disconnection can occur upon the conclusion of the Disconnection Notice Period.

15. CARRIER CREDIT AND COLLECTION (cont'd)**F. DISCONTINUANCE OF SERVICE (cont'd)**

3. If Carrier has a bona fide dispute regarding any portion of the Unpaid Charges, it shall initiate the following Dispute Procedure prior to the expiration of the Disconnection Notice Period:
 - immediately pay the undisputed portion of the Unpaid Charges to Company;
 - give written notice of the amounts which it disputes and include in such written notice the specific details and reasons for disputing each item; and
 - where a dispute has been asserted, immediately pay all disputed amounts into an interest-bearing escrow account with a third party escrow agent satisfactory to Company.
4. Escrow funds shall be disbursed as mutually agreed to by Carrier and Company. If, however, the Carrier and Company are unable to resolve the dispute, then pursuant to Dispute Resolution provisions in Section 8 within thirty (30) days, either party may file a complaint with the Commission to resolve the dispute and to disburse the escrow funds in accordance with such resolution. A claim of Disputed Charges shall in no way limit the Company's right to disconnect Carrier's service for the failure to pay the undisputed portion of Unpaid Charges as required in Section G together with payment of all current charges to the Company by the Due Date.

15. CARRIER CREDIT AND COLLECTION (cont'd)**F. DISCONTINUANCE OF SERVICE (cont'd)**

5. Under no circumstances shall Company be responsible for notifying Carrier's end users that Carrier's service may be disconnected for Carrier's failure to pay Unpaid Charges and that in the event of such disconnection Carrier's end users should have selected a new Carrier to provide local exchange service. Furthermore, the failure of Carrier's customers to either:
- receive any such notice or;
 - to select and obtain local exchange service from another carrier,
- shall not operate to delay or forestall the disconnection of service or nonpayment of the Carrier's Unpaid Charges, as set forth in the Notice of Disconnection or to require Company to continue to provide local exchange service to the Carrier's customers after Carrier's disconnection.
6. Any of Carrier's end users who apply for local exchange service directly from the Company are subject to its eligibility rules for new applicants.
7. The Company can discontinue service to Carrier for failure to pay Unpaid Charges and will have no liability to Carrier or its end users in the event of such disconnection.

15. CARRIER CREDIT AND COLLECTION (cont'd)**G. DISPUTE RESOLUTION**

1. Except as otherwise provided for in this Guidebook, any dispute, controversy or claim (individually and collectively, a "Dispute") arising out of the provision of service under this Guidebook or a negotiated interconnection agreement approved by, or arbitrated before, the Commission (hereinafter "guidebook or a negotiated/arbitrated agreement") shall be resolved in accordance with the procedures set forth in these Dispute Resolution provisions. In the event of a Dispute between Carrier and Company relating to service provided under this guidebook or negotiated/arbitrated agreement and upon the written request of either the Carrier or Company, the Carrier and Company shall each appoint within five (5) business days after either the Company's or Carrier's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of service provided under this guidebook or a negotiated/arbitrated agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format of such discussion will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by either the Carrier or Company to the other shall be honored. If the Carrier and the Company are unable to resolve issues related to a Dispute within thirty (30) days after the appointment of designated representatives as described above, the Carrier and the Company shall attempt in good faith to resolve the Dispute according to the rules, guidelines or regulations of the Commission. Notwithstanding the foregoing, in no event shall the Company permit the pendency of a Dispute to disrupt service to any Carrier Customer, provided that Carrier has paid all Undisputed, Unpaid Charges to the Company and all Disputed, Unpaid Charges to an escrow account satisfactory to the Company by the date specified in any Notice of Disconnection sent by Company to Carrier and pays all current charges by the Due Date.
2. Provided that nothing herein is construed to delay or forestall Carrier's obligation to pay all Unpaid Charges pursuant to a Notice of Disconnection and all current charges by the Due Date as described in A. preceding, these Dispute Resolution provisions shall not be deemed to prevent either the Carrier or Company from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action the Carrier will continue to participate in good faith in these Dispute Resolution provisions.

16. SERVICE PERFORMANCE COMMITMENT PROGRAM (SPCP)**A. DESCRIPTION**

The Service Performance Commitment Program (SPCP) is a service-minded offering for Ameritech customers making them eligible to receive credits when we do not meet our commitment to customers.

B. TERMS AND CONDITIONS

The SPCP applies to business customers who have no more than three access lines and residence customers. The SPCP does not apply to Public or Semi-Public Telephone Service.

When a customer requests installation of service or repair of Company-owned facilities used to provide services offered under Company guidebooks, and the installation or repair is not completed in accordance with AT&T's commitment to the customer, the customer will be eligible to receive a credit.

The credit will apply as follows:

- Business customers – credit will be provided in accordance with the above conditions at the request of the customer. At the Company's discretion, the Service Performance Commitment will appear as either a \$100.00 (one hundred dollar) credit on the customer's bill, or something of equal value, as determined by the Company, will be provided to the customer.
- Residence Customers – credit will be provided in accordance with the above conditions at the request of the customer. At the Company's discretion, the Service Performance Commitment will appear as either a \$25.00 (twenty-five dollar) credit on the customer's bill, or something of equal value, as determined by the Company, will be provided to the customer.

16. SERVICE PERFORMANCE COMMITMENT PROGRAM (SPCP) (cont'd)**B. TERMS AND CONDITIONS (cont'd)**

- One credit per order or trouble reported may be applied for the affected service to which the customer subscribed within the following categories:
 - Business Local Exchange Service
 - Residence Basic Exchange Access Line Service and additional access line service
- Each credit shall be limited to the amount described above for the particular line or lines associated with the service to be installed or repaired.
- Credit will be provided in accordance with the above conditions at the request of the customer.
- Credit will be extended in accordance with the above conditions only for installation or repair of Company-owned facilities used to provide the services offered in accordance with Company tariffs.
- The company's failure to install or maintain service shall be excused by labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond the Company's reasonable control.

17. DISASTER PLAN^{/1/}**A. DESCRIPTION**

When a business or residence customer's premise is destroyed or partially destroyed by means beyond the control of the customer, i.e., natural disaster or fire, the following emergency plan will go into effect, except as provided pursuant to the Major Disaster Relief Plan as shown on Sheet 45 of this Section:

- The monthly rate and associated Service Connection Charge will be waived for thirty days for the following services:
 - Call Forwarding
 - Call Forward Busy Line
 - Call Forward Don't Answer
 - Remote Access to Call Forwarding
 - Message Waiting Indicator
 - Preferred Number Service

B. TERMS AND CONDITIONS

Business and residential customers stating that they were victims of a natural disaster in the Wisconsin area will be eligible for one month recurring charge free on the above services.

/1/ Additional Disaster Plan provisions are specified in Part 3, Section 1 of the Guidebook.

18. MAJOR DISASTER RELIEF PLAN**A. Description**

To assist in cases of state and/or federally recognized disasters, AT&T Wisconsin may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war.

B. Terms and Conditions

The disaster aid offering(s) will be at the discretion of the Company and the Public Service Commission of Wisconsin will be notified of the terms and conditions of the offering(s).

The offering(s) will be limited in duration.

19. CONVENIENCE FEE FOR PAYMENT MADE WITH A COMPANY REPRESENTATIVE

A fee may apply for each instance of payment made with a Company Representative when authorized by the subscriber. The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment. This fee would not apply when automated payment systems are unavailable due to system outages.

Charge

Residence	\$5.00
Business	\$5.00

20. Customer Service Record (CSR)

Upon customer request, the Company will provide a Customer Service Record (CSR) to business customers on either a one time or monthly basis at the following rates and charges per paper copy. Business customers may cancel their monthly CSR request without penalty. Business customers will also be provided with an online tool that will enable them to download their CSR without incurring the charge.

A CSR may be mailed at no charge to a business customer when the customer establishes new services, moves locations or transfers billing responsibility.

A CSR may be provided to a residence customer at no charge.

The CSR will include a brief description of the customer's service offerings, quantity and type of services, dates of service installation and/or changes and applicable monthly rates. The CSR may also include, but is not limited to, the following information:

- Billing Name
- Billing Address
- Billing Telephone Number (BTN)
- Working Telephone Numbers
- Terminal Numbers
- USOCs
- tax codes

<u>Charges</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
One-Time Request, per CSR	\$5.00	-	NR9C5
Monthly Request, per CSR	-	\$5.00	OBMCR

20. Customer Service Record (CSR)

(N)

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<u>Charges</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
One-Time Request, per CSR	\$5.00	-	NR9C5
Monthly Request, per CSR	-	\$5.00	OBMCR

(N)