

FCU-2010-0001

**FILED WITH
Executive Secretary**

January 19, 2010

IOWA UTILITIES BOARD

ATTACHMENT A

Selected Provisions of Iowa Telecom Tariff Iowa No. 2

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Discontinuance and Refusal of FIA

- (A) Unless the provisions of 2.2.2(B) following apply, if the customer fails to comply with the provisions of 2.1.6 preceding or 2.3.1 following, and 2.4.1 (A) and (D) following, including any payments to be made by it on the dates or at the times herein specified, and fails within fifteen (15) days after written notice, by Certified U.S. mail, from the Telephone Company to a person designated by the customer to correct such noncompliance, the Telephone Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
- (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as set forth in (A) preceding, the Telephone Company may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected.

(D)

(D)

2.1.9 Preemption of FIA

In certain instances, (i.e., when spare facilities and/or equipment are not available), it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgement, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A).

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligation of the Customer (Cont'd)

2.3.9 Coordination With Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Charges and Deposits

(A) The Telephone Company may, in order to safeguard its interests, require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. Furthermore, if the Telephone Company shall at any time have sufficient information to reasonably believe that the prospect of due and punctual payment of the service is impaired, then in such event, the Telephone Company may, at its option, require payment of deposit. A deposit may not exceed the actual or estimated rates and charges for the FIA for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the FIA to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.

(B) Where the provision of FIA requires facilities that meet any of the conditions specified in 10.1.1 following, Special Construction charges as set forth in Section 10 will apply.

(C) The Telephone Company shall bill FIA services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.

(1) Switched Access (except for the Entrance Facility, Direct-Trunked Transport and Multiplexing elements), Ancillary and Miscellaneous services shall be billed in arrears.

(2) Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the FIA already billed will be credited on the final bill.

(D)

The customer will receive its bill in; 1) a paper format or 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill. Such bills are due when rendered. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum period set forth in 2.4.2 following will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

(D) All bills to the customer are due when rendered and are considered past due thirty-one (31) days after the bill date. In the event the customer does not remit payment in immediately available funds within the 30 day period, the FIA may be discontinued as specified in 2.1.8 preceding. (C)

(1) If the entire amount billed is not received by the Telephone Company in immediately available funds within thirty (30) days after the bill date, an additional charge (late payment charge) equal to 1/12th of the percentage rate for deposit interest as that set forth in 2.4.1(A) of the unpaid balance will be applied for each month or portion thereof that an outstanding balance remains. (C)

A late payment charge will apply to disputed amounts withheld pending settlement of the dispute if it is determined in the Telephone Company's favor. The Telephone Company will credit or assess late payment charges for disputed amounts as set forth in 2.4.1(D) (2).

Each customer will be given a waiver of the late payment charge once per each calendar year.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

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

(2) In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the claim is received within 6 months of the payment due date, (i.e. bill date plus 31 days) and the customer has paid the total billed amount, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of overpayment. If the claim for the disputed amount is received more than 6 months from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later for the date the claim was received or the date of overpayment. A credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate as set for in 2.4.1(D) (1) one Company will assess or credit late payment charges on disputed amounts to the customer as follows:

- If the dispute is resolve in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.

- If the dispute is resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge as set forth in 2.4.1(D) (1).

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

(D) (Cont'd)

(2) (Cont'd)

- If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, the customer shall be credited for each month or portion thereof that the late payment charge as set forth in 2.4.1(D)(1) may have been applied. In the event the customer has paid the late payment charge, a credit will be granted to the customer for both the late payment charge paid on disputed amount and an amount equal to the percentage rate as set forth in 2.4.1(D)(1).

2.4.2 Minimum Periods

- (A) The minimum periods for which FIA are provided and for which rates and charges are applicable are set forth in 3.2.4 following.
- (B) The minimum periods for which FIA are provided and for which rates and charges are applicable for Specialized FIA or Arrangements provided on an Individual Case Basis, as set forth in Section 7 following are established with the individual case filing.
- (C) For discontinuances of FIA with a one month minimum period, all applicable charges for the one month period will apply. In instances where the minimum period is greater than one month, however, the charge will be the lesser of the Telephone Company's non-recoverable costs less the net salvage value for the discontinued service of the minimum period charges.

2.4.3 Cancellation of an ASR

Provisions for the cancellation of an ASR are set forth in 3.2.6 following for an ASR.