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#### ACCESS SERVICE

# General Regulations (Cont'd)

## 2.1 <u>Undertaking of the Company</u> (Cont'd)

## 2.1.4 Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's Exchange Services, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

## 2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Company to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination are the sole responsibility of the customer. The Point of Termination is an inherent part of Switched Access Service; therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved.

## 2.1.6 <u>Maintenance of Services</u>

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

## General Regulations (Cont'd)

## 2.1 <u>Undertaking of the Company</u> (Cont'd)

## 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or, (D) change operations or procedures of the Company. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. Company will work cooperatively with the customer to determine reasonable notification requirements.

### 2.1.8 Refusal and Discontinuance of Service

(A) If a customer fails to comply with the provisions set forth in this tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days' written notice by Certified U.S. Mail to the person designated by that customer to receive such notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter.

If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer without further notice.

# General Regulations (Cont'd)

## 2.1 <u>Undertaking of the Company</u> (Cont'd)

## 2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (B) If a customer fails to comply with the provisions set forth in this tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days' written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of non-compliance, discontinue that provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.
- (C) When access service is provided by more than one Company, the Companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of affecting discontinuance of service without the cooperation of the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Company's initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate service discontinuance for nonpayment, and where a conflict exists in the applicable tariff provisions, the regulations of the end office Telephone Company shall apply for joint service discontinuance.
- (D) When an access service is utilized for the provision of both interstate and intrastate traffic, and the call details are insufficient to identify the jurisdiction of the calls, discontinuance of service will result in the disconnection of all traffic, both interstate and intrastate.

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#### ACCESS SERVICE

# 2. General Regulations (Cont'd)

## 2.1 <u>Undertaking of the Company</u> (Cont'd)

# 2.1.8 Refusal and Discontinuance of Service (Cont'd)

(E) If the National Exchange Carrier Association, Inc. notifies the Company that the customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc. Tariff F. C. C. No. 5 (Lifeline Assistance and Universal Service Fund charges) including any customer's failure to make payments on the date and times specified therein, the Company may, on thirty days' written notice to the customer by Certified U. S. Mail, take any of the following actions: (1) refuse additional applications for service, (2) refuse to complete any pending orders for service, and/or (3) discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due.

### 2.1.9 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine reasonable notification requirements.

## 2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

# 2. General Regulations (Cont'd)

# 2.1 <u>Undertaking of the Company</u> (Cont'd)

## 2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer 6 months notice, by certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

### 2.2 Use

### 2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

#### 2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

## General Regulations (Cont'd)

### 2.3 Obligations of the Customer

#### 2.3.1 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

### 2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

## 2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company Services.

## 2.3.4 Availability for Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

# 2. General Regulations (Cont'd)

# 2.3 Obligations of the Customer (Cont'd)

## 2.3.5 <u>Design of Customer Services</u>

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

## 2.3.6 References to the Company

The customer may advise end users that certain services are provided by the Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Company jointly participates in the customer's services.

### 2.3.7 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

Issue Date: July 15, 2003 Warren D. Hannah Director, Tariffs 6450 Sprint Parkway Overland Park, KS 66251 Effective Date: August 16, 2003

# General Regulations (Cont'd)

# 2.3 Obligations of the Customer (Cont'd)

## 2.3.8 Sectionalization - Trouble Reporting

The customer will be responsible for reporting troubles, sectionalized to Company facilities and/or equipment. When troubles cannot be clearly sectionalized to the Company facilities and/or equipment, the Company will test cooperatively or independently to assist in trouble sectionalization. Additional charges, as set forth in Section 13, are applicable for cooperative or independent testing performed by the Company.

## 2.3.9 <u>Jurisdictional Report Requirements</u>

## (A) Percent Interstate Usage (PIU)

- (1) Pursuant to Federal Communications Commission order F.C.C. 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.
- (2) The projected interstate percentages will be used by the Company to apportion the usage between interstate and intrastate until a revised report is received as set forth in (B)(3) following.

# (B) <u>Jurisdictional Reports</u>

When the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Company will bill using a PIU factor developed from these actual minutes of use and will not use the customer provided PIU factors provided as set forth in (1) through (4) following.

The Company developed PIU for access minutes of use will be determined at a statewide level. When the access minutes are measured, the interstate percentage will be developed on a quarterly basis by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total measured originating or terminating access minutes. The Company will begin to utilize the Company developed PIU factors as soon as sufficient call detail is available, and will implement subsequent Company developed PIU factors on quarterly basis in accordance with the provisions set forth in 2.3.9(B)(3) following.

(T)

(T)

#### **ACCESS SERVICE**

- 2. General Regulations (Cont'd)
  - 2.3 Obligations of the Customer (Cont'd)
    - 2.3.9 <u>Jurisdictional Report Requirements</u> (Cont'd)
      - (B) <u>Jurisdictional Reports</u> (Cont'd)

When the Company receives insufficient call detail to determine the jurisdiction, the Company will apply the customer's projected PIU factor, provided as set forth in (1) through (4) following, to apportion the usage between interstate and intrastate.

- (1) When a customer orders Feature Group D or Toll Free Database Access Services, the projected interstate percentage will be determined as set forth in (a)m (b) and (c) following:
  - (a) Reserved for Future Use
  - (b) For terminating Feature Group D used in the provision of MTS/MTS-like service, terminating Feature Group D used in the provision of 900 service, originating Feature Group D used in the provision of 900 service, and originating and terminating Feature Group D used in the provision of Toll Free Database Access Service, the customer shall provide the projected interstate usage percentage in its access service order. In the event the customer fails to provide a projected interstate percentage, the Company will determine the projected interstate percentage as follows:

For originating access minutes, the projected interstate percentage will be developed on a monthly basis when the Feature Group D Switched Access Service minutes are measured by dividing the measured interstate originating minutes (the minutes where the calling number is in one state and the called number is in another state) by the total originating minutes when the call detail is adequate to determine the appropriate jurisdiction.

Issue Date: August 15, 2008 Margaret R. Prendergast Manager, Tariffs 6450 Sprint Parkway Overland Park, KS 66251 Effective Date: September 15, 2008

FILED Missouri Public Service Commision

- 2. General Regulations (Cont'd)
  - 2.3 Obligations of the Customer (Cont'd)
    - 2.3.9 <u>Jurisdictional Report Requirements</u> (Cont'd)
      - (B) <u>Jurisdictional Reports</u> (Cont'd)

When the Company receives insufficient call detail to determine the jurisdiction, the Company will apply the customer's projected PIU factor, provided as set forth in (1) through (4) following, to apportion the usage between interstate and intrastate.

- (1) When a customer orders Feature Group D or TFC Access Services, the projected interstate percentage will be determined as set forth in (a)m (b) and (c) following:
  - (a) Reserved for Future Use
  - (b) For terminating Feature Group D used in the provision of MTS/MTS-like service, terminating Feature Group D used in the provision of 900 service, originating Feature Group D used in the provision of 900 service, and originating and terminating Feature Group D used in the provision of Toll Free Code (TFC) service, the customer shall provide the projected interstate usage percentage in its access service order. In the event the customer fails to provide a projected interstate percentage, the Company will determine the projected interstate percentage as follows:

For originating access minutes, the projected interstate percentage will be developed on a monthly basis when the Feature Group D Switched Access Service minutes are measured by dividing the measured interstate originating minutes (the minutes where the calling number is in one state and the called number is in another state) by the total originating minutes when the call detail is adequate to determine the appropriate jurisdiction.

- General Regulations (Cont'd)
  - 2.3 Obligations of the Customer (Cont'd)
    - 2.3.9 <u>Jurisdictional Report Requirements</u> (Cont'd)
      - (B) <u>Jurisdictional Reports</u> (Cont'd)
        - (1) When a customer orders Feature Group D.... (Cont'd)
          - (b) (Cont'd)

For terminating access minutes, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes.

- (c) When originating call details are insufficient to determine the jurisdiction for the call, the prior month's projected interstate percentage shall be used by the Company as the projected interstate percentage for originating and terminating access minutes. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (i.e., 100 - interstate percentage = intrastate percentage).
- (2) Except where Company measured access minutes are used as set forth in (1) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1) preceding will be used until the customer reports a different projected interstate percentage for an in service end office. When the customer adds or discontinues lines or trunks to an existing end office, the customer shall furnish an updated projected interstate percentage that applies to the end office. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

- 2. General Regulations (Cont'd)
  - 2.3 Obligations of the Customer (Cont'd)
    - 2.3.9 <u>Jurisdictional Report Requirements</u> (Cont'd)
      - (B) <u>Jurisdictional Reports</u> (Cont'd)
        - (3) Effective on the first of January, April, July and October of each year the customer shall provide a revised jurisdictional report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September respectively, for each service arranged for interstate use. The customer shall forward the revised report to the Company, to be received no later than 15 days after the first of each such month. The revised report will serve as the basis for the next three months billing and will be effective on the customer's bill date for that service. No prorating or back billing will be done based on the report.

If the customer does not supply the revised reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the order for service as set forth in (1) and (2) preceding.

The Company reserves the right to request a report in accordance with this section and if the customer does not supply this report, the Company reserves the right to change the customer to 50% intrastate usage.

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## **ACCESS SERVICE**

- 2. <u>General Regulations</u> (Cont'd)
  - 2.3 Obligations of the Customer (Cont'd)
    - 2.3.9 <u>Jurisdictional Report Requirements</u> (Cont'd)
      - (B) Jurisdictional Reports (Cont'd)
        - (4) Entrance Facility and Direct-Trunked Transport
- (T)
- (a) When an Entrance Facility is provided for both interstate and intrastate Switched Access, the customer must provide a Switched Access Entrance Facility PIU factor on a serving wire center or study area level. The Entrance Facility PIU must account for all Switched Access originating and terminating usage carried over the Entrance Facility.
- (b) When Direct-Trunked Transport is provided for both interstate and intrastate Switched Access, the customer must provide a Switched Access Direct-Trunked Transport PIU factor on a study area level. The Direct-Trunked Transport PIU must account for all Switched Access originating and terminating usage carried over the Direct-Trunked Transport facilities.
- (c) If the customer does not provide a Switched Access PIU factor for Direct-Trunked Transport as set forth in (b) above, the Company will develop a PIU for the Direct-Trunked Transport using the most current representative period.

The Entrance Facility and Direct-Trunked Transport PIU Report must be provided to the Company upon ordering service, and thereafter, on quarterly basis. Provisions for updating the interstate and intrastate jurisdictional report as specified in Section 2.3.9(B)(4) preceding will also apply for the Direct-Trunked Transport PIU Report.

Verification provisions specified in Section 2.3.9(C) following will also apply for the Entrance Facility and Direct-Trunked Transport PIU Report.

(T)

CANCELLED

June 16, 2021

Missouri Public Service Commission TD-2021-0319

- 2. General Regulations (Cont'd)
  - 2.3 Obligations of the Customer (Cont'd)
    - 2.3.9 <u>Jurisdictional Report Requirements</u> (Cont'd)
      - (B) <u>Jurisdictional Reports</u> (Cont'd)
        - (4) Reserved for Future Use

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JC-2013-0148

## 2. General Regulations (Cont'd)

# 2.3 Obligations of the Customer (Cont'd)

## 2.3.9 <u>Jurisdictional Report Requirements (Cont'd)</u>

## (C) Jurisdictional Report Verification

If the Company disputes the reasonableness of the PIU provided by the customer or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the customer to provide the data used by the customer to determine the projected intrastate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within 15 days of the Company's request for verification.

The Company shall limit audits to one per year, except where additional audits may be required to verify allocation changes which represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

In the event the customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the customer's PIU, the Company will bill the usage for all the contested periods using the PIU reported by the customer for the previous period. This PIU will remain in effect until the customer provides the call detail records from which the PIU can be derived. No prorating or back billing will be done based on the newly derived factor.

If the customer fails to provide the requested data, the Company reserves the right to utilize a PIU of 50% intrastate.

## General Regulations (Cont'd)

# 2.3 Obligations of the Customer (Cont'd)

# 2.3.10 Determination of Intrastate Charges for Mixed Intrastate and Interstate Access Service

When mixed intrastate and interstate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.9 (B) preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

- (A) For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., access minutes, calls and queries) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

The intrastate percentage will change as revised usage reports are submitted as set forth in 2.3.9 preceding.

## 2.4 Payment Arrangements

## 2.4.1 Payment of Rates, Charges and Deposits

(A) The Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to prompt payment of bills. At such time as the provision of the service 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.

- General Regulations (Cont'd)
  - 2.4 Payment Arrangements (Cont'd)
    - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
      - (A) (Cont'd)

Such a deposit may be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Company, the customer will receive interest at the same percentage rate as that set forth in (B)(2)(b)(I) or in (B)(2)(b)(II), whichever is lower. The rate will be compounded daily for the number of days from the date the customer's deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

- (B) The Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period, except for charges associated with usage service. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:
  - (1) The Company will establish a bill day each month for each customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for prior periods. The billing period for usage shall be the last bill day through one day before the current bill day. Payment for such bills is due as set forth in (2) following. If payment is not received by the payment date, as set forth in (2) following in immediately available funds, a late payment penalty will apply as set forth in (2) following.

- 2. General Regulations (Cont'd)
  - 2.4 Payment Arrangements (Cont'd)
    - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
      - (B) (Cont'd)
        - (a) All bills, dated as set forth in (1) preceding for service, provided to the customer by the Company are due 31 days (payment date) after the billing date, and are payable in immediately available funds. In the event that the Company renders the bill more than seven (7) days after the normal billing date, the Company will extend the payment date by one day for each day in excess of seven (7) until the bill is rendered. The date the bill is rendered will be considered to be the date the bill is post marked. 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, Veteran's 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.