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October 11, 2007

AMERICAN FIBER NETWORK

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AZ CORP COMMISSION
DOCKET CONTROL

Docket Control Center
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

Re: Required compliance items for Docket No. T-03815A-99-0711

To Whom It May Concern:

Pursuant to the directions of Ms. Pamela Genung, enclosed please find one original and thirteen (13) copies of Original Sheet 16 of the local services tariff of American Fiber Network, Inc. for the state of Arizona with an effective date of October 5, 2001. This is being resubmitted to correct typing error from the last submission.

Should you require additional information, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robt Heath'.

Robert E. Heath
EVP

Cc: Arizona Corp. Commission business office

Arizona Corporation Commission
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2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the customer or authorized Users. Objections must be received by the Company within 5 days after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 10 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.2 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.1 All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received within five days of the due date, service is disconnected.

2.5.2.2 Customers may pay for service by credit card, an authorized payment agent or check.

2.5.2.3 Company will bill Customer a one-time charge of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 5 days. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with the Commission's rules of procedure. Complaints may be directed to the Company either orally or in writing by calling 1-888-878-3526 or writing to the address below. Complaints may also be directed to the Arizona Corporation Commission.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.