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Arizona Corporation Commission
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AZ CORP COMMISSION
DOCKET CONTROL

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**RE: Response of Access Point, Inc.
Docket No. T-03446A-08-0055**

Dear Sir/Madame:

Enclosed for filing are the original and thirteen (13) copies of the response and affidavit of Access Point, Inc. to the January 16, 2009 Staff Recommendation of Ms. Pamela J. Genung filed in T-03446A-08-0055.

Specifically Access Point, Inc. has changed its philosophy regarding Deposits and Advanced Payments for services offered within Arizona. The company will not be collecting any deposits for these services and therefore is requesting a waiver of the bond requirement addressed in the Staff Recommendation.

I am also enclosing the original and thirteen (13) copies of the revised tariff pages reflecting the withdrawal of deposit and advanced payment language. Proposed tariff pages 20 - 24 have been adjusted and are provided for insertion into the proposed tariff.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be directed to me attention at 407-740-3001 or via email to tforte@tminc.com.

Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to Access Point, Inc.

TMF/rg

cc: Pam Genung - AZ Corp. Commission
Jason Brown - Access Point
file: Access Point - AZ Local
tms: AZL0800d

Arizona Corporation Commission
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ARIZONA
CORPORATION COMMISSION

Registration of)
Access Point, Inc.) Docket # T-03446A-08-0055
for a License to Provide Basic Local)
Exchange Service throughout the State)

AFFIDAVIT OF RICHARD E. BROWN

I, Richard E. Brown, having been duly sworn, state that if I am called as a witness in this matter I am competent to testify based on my personal knowledge as follows:

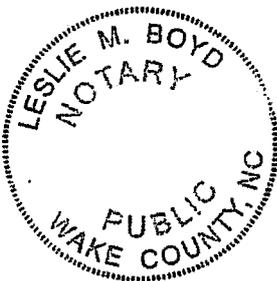
- 1) I am President and CEO of Access Point, Inc.
- 2) I am duly authorized by Access Point, Inc. to file this affidavit.
- 3) Access Point, Inc. respectfully requests that it be permitted to waive the bond requirement as the Company will provide any prepaid services nor will it collect deposits or advanced deposits for intrastate services within Arizona.

By: Richard E. Brown
Richard E. Brown
President and CEO
Access Point, Inc.

Dated: 2/5/09

Subscribed and sworn before me
this 5th day of February, 2009.

Leslie M. Boyd
Notary Public



SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

Issued: January 29, 2008

Effective:

Issued by:

Jason Brown, Regulatory Affairs
Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27518

AZ10800

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- (A) Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

- (E) If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- (F) The Customer will be assessed a *maximum* charge of thirty-five (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- (G) If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company shall require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (B) Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.
- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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