

Theresa L. O'Brien
Vice President – Regulatory Affairs



234 Washington Street
Providence, RI 02903

Phone 401 525-3060
Fax 401 525-3064
theresa.obrien@verizon.com

September 27, 2004

Ms. Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Dear Ms. Massaro:

We are filing, herewith, for effect October 27, 2004, tariff material consisting of:

RI PUC No. 22

Section	Revision of Page(s)	Original of Page(s)
3	6, 7	N/A

With this filing, Verizon Rhode Island (“Verizon RI”) is replacing the tariff language that assesses non-recurring charges upon an end user who is acquired by Verizon RI by default when a reseller discontinues its provision of service to all or substantially all of its end users. The FCC’s July 16, 2004 First Order on Reconsideration (“the FCC Slamming Order”) clarified that Verizon may not impose carrier change charges on subscribers who are switched as the result of a default carrier-to-carrier transfer because the subscribers themselves had not requested the particular carrier change. The FCC did recognize, however, that states may impose such costs on the exiting carrier. In the case of a default carrier-to-carrier transfer, neither the end user nor Verizon RI requests or causes the transfer; the exiting carrier is the cost causer. Accordingly, and consistent with the FCC’s reasoning in the Slamming Order, Verizon RI is revising the tariff to shift the cost of such transfers from the end user to the exiting carrier.

If you have any questions regarding this filing, please contact Patricia Tapley of my staff at 401-525-2133.

Enclosed are an original and nine copies of the tariff pages. Please return a copy of this letter with your stamp of receipt.

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Respectfully submitted,

Theresa L. O'Brien

Attachments

Verizon New England Inc.

3. Ordering of Service
3.3 Responsibility of the Reseller

3.3.1 Relaying of Information	
A.	The reseller shall provide any information that is reasonably necessary in order for the Telephone Company to fulfill its obligations under this tariff.

3.3.2 Point of Contact for End Users	
A.	The reseller shall serve as the single point of contact for its end users on all matters relating to the services provided by the reseller, including but not limited to, billing, requests for new service, requests for the modification or discontinuance of existing services, service trouble reports, repair requests, complaints, etc. The reseller shall be obligated to transmit such requests or reports to the Telephone Company through the automated order interface to the extent reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff.

3.3.3 Forecasting of Service Requirements	
A.	To the extent reasonably necessary for the planning of Telephone Company facilities, the reseller shall provide, upon request of the Telephone Company, forecasts of the approximate number of units of exchange and other services (e.g., operator and directory assistance services) that the reseller expects to require in specific geographic areas. Such forecasts are considered by the Telephone Company as confidential information of the reseller and will be treated in accordance with the provisions specified in this tariff for confidential reseller information.

3.3.4 Refusal, Discontinuance or Transfer of Service	
A.	Where a reseller discontinues its provision of service to all or substantially all of its end users, whether by its own decision, as a result of involuntary bankruptcy, or for any other reason, the reseller must send advance written notice of such discontinuance to the Division, and the reseller's end users no later than 15 calendar days prior to the date on which the reseller intends to discontinue service. Concurrent with the reseller end user notification, the reseller must provide to the Division a list of the reseller's end users' bill name and address.
1.	In these instances, the reseller has the responsibility to notify its end user customers via a letter, that it is no longer providing service. The letter should state that the end user should select another local service provider within 15 days. If no selection is made within the 15 days, the end user's telephone service will not be interrupted while the Telephone Company performs a credit check on the end user. The end user's service will generally be transferred to the Telephone Company, provided the Telephone Company has access to the necessary end user information. If the end user information is not available or is not provided to the Telephone Company, a possibility exists that the reseller's end user's service could be discontinued. The letter should also state that migration to the Telephone Company is subject to a credit check and that a security deposit may be required. Standard service order charges for transferring the service to the Telephone Company will be borne by the reseller.

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Verizon New England Inc.

3. Ordering of Service
3.3 Responsibility of the Reseller

3.3.4 Refusal, Discontinuance or Transfer of Service	
A. (Continued)	
2.	In the event that the reseller does not send the letter to its end user customers, the Division will send the letter. The reseller must provide the Division with the billing name and address of each of its end user customers, in order for the letter to be sent to the end user responsible billing party. In the absence of this information from the reseller, the Telephone Company will work with the Division to develop a process that will ensure that end users will receive adequate notice. In this case, the Telephone Company will provide the Division the reseller's end user's listed name and address, if available, as the Telephone Company does not have access to the reseller's end user's bill name and address. The letter sent by the Division should advise the end user that the reseller is no longer providing service. The letter should also state that the end user should select another local service provider within 15 days. If no selection is made within 15 days, the end user customer's service will generally be migrated to the Telephone Company, provided the Telephone Company has access to the necessary end user information. Absent that information, a possibility exists that the reseller's end user's service could be discontinued. The letter should also state that migration to the Telephone Company is subject to a credit check and that a security deposit may be required. Standard service order charges for transferring the service to the Telephone Company will be borne by the reseller.
3.	For those end user customers who choose the Telephone Company, or no local service provider, telephone service will not be interrupted while the Telephone Company performs a credit check following the standard Telephone Company credit and collection practices. Once a credit check has been completed, the following actions will be taken.
a.	If the end user customer has good credit, or previous good credit with the Telephone Company, the end user account will be migrated to the Telephone Company.
b.	If the end user customer has an outstanding Telephone Company bill, the end user customer will be disconnected with the reseller's account. Upon settlement of outstanding charges, the end user may request new service from the Telephone Company.
c.	If the customer has no outstanding Telephone Company bill, but is a credit risk, the end user will be disconnected with the reseller's account. The end user may request new service from the Telephone Company. Such a request will be handled in the same manner as all requests for new service.
d.	In the event there is no end user information available to the Telephone Company, the Telephone Company will disconnect the account. The end user may request new service from the Telephone Company. Such a request will be handled in the same manner as all requests for new service.

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