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April 27, 2009

***VIA OVERNIGHT AND ELECTRONIC MAIL***

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

Re: Rules Regarding Residential Collections Procedures by Local Exchange  
Carriers in Rhode Island

Dear Ms. Massaro:

Enclosed for filing in the above-referenced matter are the original and nine copies of the Comments of AT&T. Please date stamp the enclosed copy of this letter and return it in the enclosed self-addressed, stamped envelope.

Thank you for your assistance.

Sincerely,



Kimberly J. Gold

Enclosures

cc: Service List (electronic only)

**BEFORE THE STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION**

Rules Regarding Residential Collections Procedures  
by Local Exchange Carriers in Rhode Island

**COMMENTS OF AT&T**

AT&T Corp. (“AT&T”) submits these Comments in response to the State of Rhode Island and Providence Plantations Public Utilities Commission (“Commission”) request for comments on Rules Regarding Residential Collections Procedures by Local Exchange Carriers in Rhode Island (“Rules”).

The current Rules have been in effect since November 2, 1992, and, obviously, do not take into account the significant changes in the telecommunications landscape that have occurred in the nearly seventeen years since then. Following the passage of the Telecommunications Act of 1996, telecommunications competition exploded onto the Rhode Island landscape, offering consumers new technologies, new pricing plans and new services which, judging by the market’s response, consumers find compelling. Whereas in 1992 Rhode Island consumers were pretty much limited to the voice telephone service offered only by the incumbent carrier, today consumers can, and do, select from a broad range of communications service options -- including e-mail, instant messaging, VoIP services and social networking web sites -- offered by the traditional service ILEC, a broad range of LECs, as well as non-carrier providers such as Vonage and Skype.

Many of these new forms of service are not regulated by this Commission at all, and some are subject only to minimal regulatory controls. That fact, however, should not be of

concern. Consumer choice in a robustly competitive market serves to regulate providers' behavior far more efficiently than the most carefully crafted regulations ever could. In a market where individual consumers have the ability to select service providers which most closely meet their individual needs, consumers will abandon carriers that fail to deliver in favor of the ones that do. That central fact puts the consumer in the driver's seat.

By eliminating unnecessary regulations, or at least paring the Commission's remaining disconnection rules to be consistent with today's market, the Commission also can address concerns about discriminatory treatment among carriers, and between carriers and non-carrier providers. It no longer makes sense to impose standards on some carriers, but not others, merely because, by accident of history and nothing else, some carriers remain subject to Commission regulation. The Commission's goal in this proceeding should not be to regulate for regulation's sake, but rather to ensure that whatever regulations it adopts, if any, are consistent with today's fully competitive market.

Eliminating or curtailing regulations applicable to traditional wireline carriers does not mean that those carriers would not be subject to important consumer protections for their billing and collection operations. The Rhode Island Unfair Trade Practice and Consumer Protection Act, RI ST § 6-13.1-1 *et seq.*, not only makes unlawful a broad variety of activities that are unfair or deceptive, but also, provides a remedy to consumers who have sustained financial losses as a result of such activities. In addition, RI ST § 39-2-1 provides that “[e]very public utility is required to furnish safe, reasonable, and adequate services and facilities. The rate, toll, or charge, or any joint rate made, exacted, demanded, or collected by any public utility for ... any telephone or telegraph message conveyed or for any service rendered or to be rendered in connection therewith, shall be reasonable and just, and every unjust or unreasonable charge for

the service is prohibited and declared unlawful". Thus, traditional wireline carriers will still be subject to the same general consumer protections applicable to all other businesses that operate in Rhode Island if the billing and collection rules at issue are eliminated or curtailed.

At a minimum, the Commission should find that its billing and collection rules are not applicable to wireline carriers serving fewer than 5,000 residential access lines. Such carriers have very little market power, and no ability to preclude customers from switching to another carrier in the event consumers do not like a carrier's service or customer care. There is simply no legitimate regulatory purpose served by imposing the same regulatory obligations on Rhode Island's smallest carriers as are imposed on Verizon.

Thus, AT&T recommends that the Commission eliminate its unnecessary and discriminatory billing and collection rules and, instead, allow the robustly competitive market to function to protect consumers, subject to the generally applicable consumer protections rules imposed on all businesses operating in the state. If, however, the Commission finds it needs to preserve its residential collection rules, at least for now, it should adopt the edits AT&T recommends in the attached "redline" of the existing rules (Attachment A). The modifications AT&T recommend relate primarily to the rules on Deposits (Part II), Payment Requirements (Part III), Discontinuance (Parts V, IX and X) and Payment Plans (Part VI), and represent, in AT&T's view, the minimum changes necessary to keep the Commission's rules relevant to the current competitive telecommunications environment.

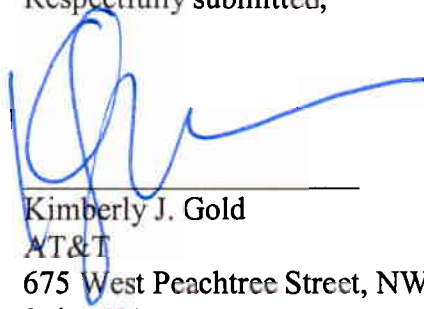
For example, the changes AT&T recommends would permit traditional wireline carriers to suspend and terminate customers who fail to pay their bundled package bills in full, provided the customer is given prior notice of the consequence of nonpayment. As the Commission is aware, the telecommunications industry as a whole is moving toward the bundling of services,

giving consumers local service, long distance, video and data on one bill. These bundled offerings are highly competitive, but while the alternative providers are free to offer bundled services without payment plans and to disconnect customers who fail to pay the entire bill, traditional wireline carriers are subject to outdated rules forcing them to provide multiple notices and elongated payment plans. In many instances, the only result is that the customer falls farther behind in payments, and the carrier's uncollectible expense increases. While AT&T does not necessarily object to rules that help preserve connectivity for voice-only consumers who may need some assistance, those rules should not be extended to preserve a customer's video, data, or other bundled arrangement when the customer fails to pay for them. The purpose of the rules is to help ensure that consumers have voice service in the event of an emergency, not to ensure they can watch American Idol without paying their video bill. The amendments AT&T recommends would put wireline carriers on equal footing with what other providers are permitted to do, and would ensure that the regulatory obligations are consistent across carriers.

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AT&T respectfully requests that the Commission exclude from the Rules all traditional wireline carriers. In the alternative, if the Commission determines that it needs to retain rules for wireline carriers, it should find that such rules extend only to carriers serving more than 5,000 lines and adopt the changes reflected in the redlined version of the Rules found at Attachment A.

Respectfully submitted,



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Counsel for AT&T

April 27, 2009

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**ATTACHMENT A**  
**[PROPOSED MODIFICATIONS OF AT&T]**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**PUBLIC UTILITIES COMMISSION**  
**NEW ENGLAND TELEPHONE COLLECTIONS PROCEDURES**

Date of Public Notice: June 1, 1992

Date of Public Hearing: June 11, 1992

Effective Date: November 2, 1992

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**PROPOSED COLLECTION PROCEDURES FOR RHODE ISLAND**  
**PART I - GENERAL**

**1.1 Applicability**

These procedures apply only to residential services provided by the New England Telephone Company and are subject to the jurisdiction of the Rhode Island Public Utilities Commission and the Division of Public Utilities and Carriers.

**1.2 Definitions**

- (a) **COMPANY:** The New England Telephone Company.
  - (b) **CUSTOMER:** Any purchaser of or applicant for telephone service supplied by the Company for residential purposes.
  - (c) **DELINQUENT ACCOUNT:** An account for residential telephone service which remains unpaid for at least 30 calendar days after receipt of the bill.
  - (d) **DISCONTINUANCE OF SERVICE:** Temporary disconnection of telephone service initiated by the Company, and not requested by the customer.
  - (e) **DIVISION:** The Division of Public Utilities and Carriers of the State of Rhode Island.
  - (f) **FINAL BILL:** A final statement rendered when service has been removed or service is changed to a new customer who does not assume outstanding charges.
  - (g) **NEW SERVICE:** Residential service provided to a person who, at the time of application for the service, is not a person in whose name residential service is currently being provided.
  - (h) **NOTICE OF DISCONTINUANCE:** Written notice of the Company's intention to discontinue telephone service for nonpayment of a delinquent bill of more than \$50.00. This notice must be issued no less than 15 calendar days prior to the scheduled discontinuance date.
  - (i) **PAYMENT OF BILL:** Receipt at the Company's business office or authorized payment agency of cash or money order or check which is subsequently honored.
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- (j) **RECEIPT OF BILL OR NOTICE:** The receipt date is presumed to be 3 calendar days after the mailing date; or if the bill or notice is delivered rather than mailed, the receipt date is the date of delivery.
  - (k) **REMOVAL:** Permanent disconnection of telephone service initiated by the Company and not requested by the customer.
  - (l) **VERIFICATION CALL:** A call to the customer, or to a responsible adult member of the immediate family, living at the premises where service is provided, to establish that the notice of discontinuance was received and is understood, and to attempt to make mutually satisfactory payment arrangements in order to avoid



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discontinuance of service.

1.3 Customer Rights

The Company shall print in a conspicuous place in the introductory pages of all residential telephone directories furnished by the Company a description of all residential customer rights and responsibilities under these Procedures.

PART II - DEPOSITS

2.1 The Company may request a deposit from a customer applying for new service ~~only~~ if the customer has an outstanding bill from previous telephone service billed by the Company and it is not in dispute, was previously disconnected for nonpayment or had a history of poor payment with the company, or if otherwise unable to meet satisfactory credit requirements of the company, which may based upon information returned from a credit reporting agency. In addition, the Company will also require payment of the outstanding bill if applicable. The Company may refuse to provide new service until the deposit

and the outstanding bill have been paid, or mutually satisfactory arrangements have been made for payment of the outstanding bill.

2.2 The Company may request a deposit from a customer when the customer's service has been discontinued for nonpayment of a delinquent bill, or if notices of discontinuance have been sent in three of the previous six months. The Company may refuse to restore the service until the deposit and the delinquent bill have been paid, or mutually satisfactory arrangements have been made for payment of the delinquent bill.

2.3 The amount of the deposit shall be sufficient to provide security to cover two twelfths of the estimated charges for the ensuing twelve months. ~~Estimated charges for services in determining deposits shall not include the estimate of charges of any interexchange carrier or any entity other than the Company. The interest paid on deposits shall be based upon the treasury rate as of December 1 of each year for the following year. at the rate of twelve~~

~~percent annually shall be payable on all deposits.~~ Interest shall be credited annually to the customer's account or paid with the return of the deposit, whichever occurs first.

~~2.4 Any deposit of less than \$75.00 may be paid in two installments, with the second installment due no later than 30 days after payment of the initial installment. Any deposit of \$75.00 or more may be paid in 3 approximately equal installments with the last installment due no later than 60 days after the initial installment. When the customer~~

~~4 elects installment payments, the Company shall provide service after the first installment. Failure of the customer to make timely payment of subsequent installments shall be grounds for discontinuance of service, in accordance with the provisions of Parts IV and V.~~

2.5 The deposit plus accrued interest will be refunded promptly to the customer upon satisfactory payment of bills for a period of ~~six~~twelve consecutive months, or if service is

terminated, whichever occurs first. Payment shall be considered satisfactory if no more than two notices of discontinuance have been mailed in the preceding ~~six~~twelve-month period.

2.6 If any deposit becomes inadequate ~~or excessive~~, based on the customer's average usage for the ~~six~~twelve preceding months, a request for an additional deposit ~~or a refund of the~~

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~~amount in excess~~ will be made.

2.7 When a deposit is required, the Company must inform the customer of the reason for the requirement, ~~how the amount was determined, and of the customer's right to appeal the deposit requirement to the Company and to the Division, pursuant to Part VII of these Procedures.~~

**PART III - PAYMENT REQUIREMENTS**

3.1 The Company may require a customer applying for service to make an advance payment equal to the total of the service charges and other applicable nonrecurring charges when credit requirements of the company are not satisfactorily met. ~~At the request of a customer, arrangements may be made for installment billing of nonrecurring charges provided, however, that the installments do not exceed three months. Advance payment may be required when credit information is vague or unclear or there is a strong indication of unwillingness to pay on the part of the customer. This would appear, for example, in answers to questions dealing with name, source of income and employment. In this instance, the following credit information would be requested: name, address, employment, previous service, does the applicant own or rent, at what number can he/she be reached.~~

3.2 The Company shall allow each customer at least 30~~15~~ calendar days from receipt of the bill for payment in full.

3.3 The Company will may use advance toll notification to bring to the attention of the customer uncharacteristically high toll usage.

The company may require an advance payment of the excessive toll usage prior to the next regular billing date.

~~(a) The Company will identify accounts accruing \$140 or more in toll usage prior to the regular billing date.~~

~~(b) A careful analysis will be made of each case to determine if there is sufficient reason to contact the customer about his ability to meet his payment.~~

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~~(c) Where there is high risk involved, the customer will be contacted and queried as to whether there is any question regarding the toll usage and if not, he will be asked about his ability to meet his payments.~~

(d) If mutually satisfactory arrangements are not made, the Company will notify the customer that toll service will be interrupted in five calendar days from the receipt of notice and will inform the customer about his right to appeal to the Division.

3.4 In determining whether to impose the advance payment requirements under Paragraph 3.1 or the advance toll notification requirements under Paragraph 3.3, or the deposit requirements under Paragraphs 2.1 or 2.2, the Company shall not discriminate against any customer on the basis of race, color, religion, national origin, sex, marital status, occupation, or age (provided the customer has the capacity to contract), or because all or part of the customer's income derives from any public assistance program.

3.5 Customers with outstanding final bills who are unable to pay the entire amount prior to installation of new service will may be offered mutually agreeable payment plans. ~~the Plans detailed in 3.5.1 and 3.5.2.~~

~~Initially, the customer may choose either plan. However, if the customer fails to comply with the terms of Plan 1, the Company will provide written notice to the customer stating~~

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that the customer must comply with the terms of Plan 1 within 5 calendar days of receipt of the notice, or the customer will be enrolled in Plan 2. If after such notice the customer does not comply with the terms of Plan 1, the customer will be enrolled in Plan 2. Deposits prior to installation of service will not be required under either plan and installation charges will be billed in four (4) equal monthly installments.

**3.5.1 Plan 1**

The customer agrees to pay the final bill in six (6) equal monthly installments and also agrees to pay all current charges when due. The first of the six installment payments shall be paid upon enrollment in Plan 1. Installment payments will be applied to delinquent Company charges first. In addition, the Company will remove all auxiliary exchange services from the customer's account. Thereafter, the customer will be limited to basic exchange service for the duration of the Plan. In addition, the customer may obtain Non-Published service. Upon full payment of the final bill, the customer may elect to subscribe to auxiliary exchange services at tariff rates and charges.

**3.5.2 Plan 2**

The customer agrees to pay the final bill in twelve (12) equal monthly installments and also agrees to pay all current charges when due. The first of the twelve installment payments shall be paid upon enrollment in Plan 2. Installment payments will be applied

to delinquent Company charges first. Upon enrollment in Plan 2 the Company will install Curb-a-Charge (R.I. P.U.C. No.15, Part A—Section 6, 6.6) at no cost to the customer. In addition, the Company will remove all auxiliary exchange services from the customer's account and, if applicable, cancel the Company's Calling Card and notify the customer's Primary Interexchange Carrier. Thereafter, the customer will be limited to basic exchange service for the duration of the Plan. In addition, the customer may also obtain Non-Published service. Upon full payment of the final bill, the Company will remove Curb-a-Charge service and notify the customer's Primary Interexchange Carrier. The customer may elect to subscribe to auxiliary exchange services at tariff rates and charges and reapply for the Company's Calling Card. A delinquent customer is eligible for one renegotiation of the terms of this payment Plan if he meets the following conditions:

- (1) The customer has not been enrolled in Plan 1 within the preceding 12 months.
- (2) At least 40% of the final bill has been paid.

Specific dates will be established for payment of the monthly installments. If payment is not received on the payment date, the customer will be subject to discontinuance of service after the Company completes the following procedures. The Residence Service Center will make two telephone call attempts to advise the customer prior to discontinuance. If the customer cannot be reached by telephone, the Company will send written notice to the customer. The written notice shall state the reasons for the proposed discontinuance. The customer's service may be discontinued three days after the second telephone call attempt is completed or the written notice is received, whichever is applicable. The customer's service will not be discontinued if the Company's charges have been paid in full.

**PART IV - NOTICE OF DISCONTINUANCE**

**4.1 Notice of Discontinuance shall not be issued until an account has become delinquent and must be sent by first class mail or be hand-delivered at least 1510 calendar**



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days prior to the proposed discontinuance.

4.2 Notice of discontinuance shall not be issued if the entire amount of a delinquent account is the subject of a pending dispute pursuant to Part VII of these Rules. The Company may, however, issue a notice of discontinuance for nonpayment of that portion of the delinquent account which is not the subject of a pending dispute pursuant to Parts V and VII of these Rules.

4.3 Notice of Discontinuance shall contain the following information:

(a) the grounds upon which the proposed discontinuance is based;

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(b) the Company's intention to discontinue service unless the Company receives the amount due or makes mutually satisfactory payment arrangements with the customer;

(c) the date on which service will be discontinued, unless the customer takes appropriate action;

(d) the length of time (10 calendar days) that service will be discontinued prior to effecting removal;

(e) the restoral charges due if payment in full or satisfactory payment arrangements are made during the discontinuance period;

~~(f) the minimum service charge for the reestablishment of service that has been removed subsequent to discontinuance;~~

(g) the address and telephone number of the business office responsible for any inquiries about the bill or notice, ~~and a statement that intrastate toll calls to that office may be made collect;~~

(h) the customer's right to delay discontinuance if unable to pay the bill and if a seriously ill person (certified so by a medical doctor) ~~is on~~ resides at the premises, ~~or if some other personal emergency requiring continued telephone service exists;~~

~~(i) a statement that if any resident in the home is handicapped, or all residents in the home are elderly, discontinuance may be averted in accordance with the safeguards and protections contained in Part IX upon the conditions described therein;~~

(j) a statement that disputes may be referred to the Division at a designated telephone number but that no appeal should be made to the Division without first attempting to resolve the matter with the Company.

4.4 The Company shall include the following legend printed on the face of all bills and notices of discontinuance in Spanish, Portuguese or any other language determined by the Company or the Division to be the primary language of a substantial number of customers of the Company.

THIS BILL (NOTICE) IS IMPORTANT.

TRANSLATE IMMEDIATELY.

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**PART V - DISCONTINUANCE/REMOVAL PROCEDURES**

**5.1 Verification**

The Company shall not discontinue a customer's service without first attempting to contact the customer ~~or a responsible adult member of the household~~. The Company shall make its best effort to complete a verification call to remind the customer of the ~~pending discontinuance and of the options available~~ the amount which must be paid to avoid it. ~~If a verification call~~

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~~cannot be completed on the first attempt, a second attempt will be made on a subsequent business day. When circumstances warrant, and the customer or an adult cannot be reached by telephone, a verification letter may be sent as an alternative.~~

**5.2 Discontinuance and Removal of Service**

(a) Service may be discontinued for one or more of the following reasons:

(1) nonpayment of a undisputed delinquent bill ~~of \$50.00 or more;~~

(2) nonpayment of a deposit;

~~(3) failure to comply with the terms and conditions of a deferred payment arrangement as defined in Part III and Part VI;~~

(4) if the Division orders it;

(5) misrepresentation of identity for the purpose of obtaining telephone service;

(6) violation of Tariff Regulations on file with the Division.

(b) Service may be removed for the following reasons:

(1) the customer abandons the premises;

(2) the Division orders it;

(3) violation of Tariff Regulations on file with the Division;

(4) as stated in 5.5 of these procedures.

(c) Service may not be discontinued or removed:

(1) without the notice provided for by these Procedures;

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~~(2) if the outstanding undisputed delinquent account amount is less than \$50.00;~~

(3) if an emergency exists, as specified in Part VIII of these Rules;

(4) for a deposit or a bill or a portion of a bill under dispute, in accordance with Part VII of these Rules;

(5) if a customer has arranged, and is abiding by, a ~~deferred~~ payment agreement, ~~in accordance with Part III or Part VI of these Rules;~~

(6) if no payment arrangements have been made and discontinuance of service does not occur within ~~10-30~~ calendar days following the proposed discontinuance date;

(7) if a customer fails to pay for ~~concurrent service received at a separate residence or location, or the failure to pay for a different class of service at the same or a~~ different location;

(8) if a customer fails to pay for service provided in the name of another Customer unless the change in name was to avoid payment of a final bill;

~~(9) if a customer in Plan 2 of a deferred payment plan has only non-Company charges outstanding and is current on Company charges;~~

~~(10) if the Division forbids it.~~

**5.3 Time Restrictions Applicable to Discontinuance of Service**

(a) Service shall not be discontinued on a day, ~~or a day immediately preceding a day,~~ when the services of the Company are not available to the general public for the purpose of restoring discontinued service.

(b) Service may be discontinued only between 8:00 a.m. and ~~35:00~~ p.m. on the discontinuance date; ~~and barring any payment agreement that might subsequently be dishonored at a date beyond, discontinuance must be effected within 10 calendar days following the scheduled discontinuance date.~~

**5.4 Restoral of Service**

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- (a) Service will be restored during business hours of the day on which payment is received or arrangements made, or not later than the first working day thereafter.
- (b) If ~~notified of a serious illness~~~~an emergency exists~~, service will be restored the same day the Company is ~~notified of such emergency~~receives certification of such illness.

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- (c) The restoral charge will be billed in the billing period following the restoral.

#### 5.5 Removal of Service

The Company may remove service 10 calendar days after the date of discontinuance, if the bill has not been paid in full, or if a customer has not made and subsequently honored a ~~deferred payment arrangement as defined in Part VI, and providing there is no requirement to restore service because of a serious illness or an emergency.~~

#### PART VI - ~~DEFERRED~~-PAYMENT PLANS

6.1 If a customer cannot pay a delinquent account in full, the Company ~~will~~may attempt to negotiate a mutually satisfactory ~~deferred~~ payment plan.

~~6.2 The Company shall offer the following payment plans to the customer. Initially, the customer may choose either plan. However, if the customer fails to comply with the terms of Plan 1, the Company will provide written notice to the customer stating that the customer must comply with the terms of Plan 1 within 5 calendar days of receipt of the notice, or the customer will be enrolled in Plan 2. If after such notice the customer does not comply with the terms of Plan 1, the customer will be enrolled in Plan 2.~~

##### ~~6.2.1 Plan 1~~

~~The customer agrees to pay all delinquent charges in six (6) equal monthly installments and also agrees to pay all current charges when due. The first of six installment payments shall be paid upon enrollment in Plan 1. Installment payments will be applied to delinquent Company charges first. In addition, the Company will remove all auxiliary exchange services from the customer's account. Thereafter, the customer will be limited to basic exchange service for the duration of the Plan. Customers who have Non-Published service may keep that service. Upon full payment of the delinquent charges, the customer may elect to subscribe to auxiliary exchange services at tariff rates and charges.~~

##### ~~6.2.2 Plan 2~~

~~The customer agrees to pay all delinquent charges in twelve (12) equal monthly installments and also agrees to pay all current charges when due. The first of the twelve installment payments shall be paid upon enrollment in Plan 2. Installment payments will be applied to delinquent Company charges first. Upon enrollment in Plan 2, the Company will install Curb-a-Charge (R.I. P.U.C. No. 15, Part A Section 6, 6.6) at no cost to the customer. In addition, the Company will remove all auxiliary exchange~~

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~~services from the customer's account and, if applicable, cancel the Company's Calling Card and notify the customer's Primary Interexchange Carrier. Thereafter, the customer will be limited to basic exchange service for the duration of the plan. Customers who have Non-Published service may keep that service. Upon full payment of the delinquent charges, the Company will remove Curb-a-Charge service and notify the customer's Primary Interexchange Carrier. The customer may elect to subscribe to auxiliary exchange services at tariff rates and charges and reapply for the Company's Calling Card. The Company shall not discontinue Curb-a-Charge service if a customer in Plan 2 has~~

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~~only non-Company charges outstanding and is current on Company charges. Specific dates will be established for payment of the monthly installments. If payment is not received on the payment date, the customer will be subject to discontinuance of service after the Company completes the following procedures. The Residence Service Center will make two telephone call attempts to advise the customer prior to discontinuance. If the customer cannot be reached by telephone, the Company will send written notice to the customer.~~

~~The written notice shall state the reasons for the proposed discontinuance. The customer's service may be discontinued three days after the second telephone call attempt is completed or the written notice is received, whichever is applicable. The customer's service will not be discontinued if the Company charges have been paid in full.~~

~~A delinquent customer is eligible for one renegotiation of the terms of this payment plan if he meets the following conditions:~~

- ~~(1) the customer has not been enrolled in Plan 1 within the preceding 12 months;~~
- ~~(2) at least 40% of the original delinquent bill has been paid.~~

~~6.3 If a mutually satisfactory agreement or a payment plan cannot be reached, the Company shall inform the customer of the right to appeal to the Division:~~

- ~~(a) Such appeal must be made within two business days;~~
- ~~(b) Service may not be discontinued pending the Division's review of appeal.~~
- ~~(c) If the customer indicates to the Company that he will appeal and notification of appeal has not been received from the Division within three business days thereafter, the Company has the right to discontinue service for any delinquent balance of \$50.00 or more.~~

~~6.4 The Division shall rule within 5 business days on the appeal, notify the customer and the Company of the decision, and advise the customer of the right to further review in accordance with Section VII.~~

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## PART VII - DISPUTES

7.1 If any matter relating to a bill or deposit is disputed by the customer, a thorough investigation shall be made by the Company. The results of the investigation shall be given to the customer and every reasonable effort will be made to resolve the complaint.

### 7.2 Informal Review By The Division of Public Utilities and Carriers

(a) In the event of a dispute between the Company and the customer which cannot be adjusted with mutual satisfaction after an initial consultation with an employee of the Consumer Section of the Division, the customer or the Company may request a review by the Public Utilities

Administrator or his designee who shall investigate the complaint, afford each party to the dispute a reasonable opportunity to ~~be heard~~ provide supporting facts and/or documentation, and communicate his

findings to the parties. During the pendency of such review the Company shall not discontinue service to the customer due to the circumstances out of which the dispute arose. The customer or the Company may request a review of the disputed issue at any time and the request may be made in any reasonable manner including telephoning the Division of Public Utilities and Carriers.

(b) Requests for informal review regarding disputes about the amount or ~~payments of bills must be made within the notice period as defined in Part IV,~~ Paragraph 4.1 of these regulations, or, in the case of any other dispute, within ten



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(10) days after the public utility action or decision which is disputed.

**7.3 Informal Review Procedure**

(a) An informal review shall consist of a factual investigation into the dispute by a reviewing officer designated by the Public Utilities Administrator. Each party to the dispute shall be afforded a reasonable opportunity to ~~be heard~~provide supporting facts and/or documentation. Upon completion of the

review the reviewing officer shall render a written decision and order.

(b) Where a disputed issue involves an outstanding bill for previous telephone service or a delinquent account and the reviewing officer finds that the debt is owed or that the account is delinquent and the customer does not have and cannot obtain funds to pay the debt or delinquent account in full on demand, the customer and company will attempt to negotiate a mutually satisfactory payment plan. ~~reviewing officer shall mandate the terms and conditions of a deferred payment agreement consistent with the provisions of Part III or Part VI.~~

(c) The informal review shall be completed promptly in all cases where the customer is without service.

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**7.4 Decision of Reviewing Officer**

(a) A written notice of decision and order after informal review shall be sent to the parties and their counsel.

(b) A notice of decision and order must contain the following information, as appropriate.

- A statement of the decision and order and a statement of the material facts underlying that decision and order,
- The date of proposed termination, if known and applicable,
- A statement of the right of any party to an evidentiary hearing before the Public Utilities Administrator or designee of the Public Utilities Administrator prior to termination, if applicable, or promptly if services have been terminated, should the reviewing officer's decision be disputed,
- A statement which specifies the procedure for initiating an evidentiary hearing as set forth in Paragraph 7.5.
- A statement of the right to retain, and to be represented by, counsel or another person of choice.

(c) Service may not be discontinued during the informal review procedure or for at least ten (10) days after notice of decision is mailed.

**7.5 Hearing**

Any party aggrieved by the decision of a reviewing officer after informal review shall have a right to an evidentiary hearing before a hearing officer designated by the Public Utilities Administrator to conduct hearings under this section. The hearing officer conducting the hearing shall not have been involved in the informal review or in any other proceeding relating to the current dispute. A request for an evidentiary hearing must be made within ten (10) days of receipt of a decision resulting from informal review. Where a request is made within ten (10) days of receipt of a decision resulting from informal review, any termination permitted by the decision and order of the reviewing officer shall be suspended pending the decision and order of a hearing officer under this section. A request for a hearing may be made in any reasonable manner as by written notice or telephoned request directed to the Division or its personnel.

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Upon receipt of a request for an evidentiary hearing, the Public Utilities Administrator shall:

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- Schedule an evidentiary hearing to be held within fourteen (14) days.
- Notify all parties and their counsel of the hearing.
- Issue a written decision within 30 days from the completion of the evidentiary hearing process.

**7.6 Hearing Procedure**

(a) As part of an evidentiary hearing, the parties shall have the following rights:

- (1) the right to appear in person and to retain, and be represented by, counsel or another person of their choice,
- (2) the right to present evidence, both oral and documentary,
- (3) the right to present both oral and written argument,
- (4) the right to confront and cross-examine witnesses,
- (5) the right to have witnesses and documents subpoenaed pursuant to Rhode Island General Laws Section 39-1-13 and Section 39-1-15,
- (6) the right to examine a list of all witnesses who will testify for the adverse party and all documents, records, files, account data, and similar material which may be relevant to the issues to be raised at the hearing at least ten (10) days prior to a scheduled hearing, and
- (7) the right to a record of the hearing proceedings.

**7.7 Notice of Decision**

(a) A written notice of decision after evidentiary hearing shall be sent to the parties and their counsel. This notice shall be given by first class mail at least ten (10) days prior to any termination permitted after evidentiary hearing.

(b) The notice of decision shall:

- (1) set forth all findings of fact and law.
- (2) set forth the decision and order which shall include any termination date,
- (3) set forth the reasons for the decision and order,
- (4) set forth the right to judicial review by any party aggrieved by the decision and order.

**7.8 Jurisdiction to Grant Exception**

The Public Utilities Commission or Public Utilities Administrator retains the jurisdiction to grant an exception to the provisions of these regulations to any party for good cause shown.

**7.9 Judicial Review**

The decision and order after evidentiary hearing may be reviewed as set forth in Title 39 of the Rhode Island General Laws (as amended), and the State Administrative Procedures Act, Title 42, Chapter 35 of the Rhode Island General Laws (as amended).

**PART VIII - SERIOUS ILLNESS OR OTHER EMERGENCY**

8.1 If the customer claims that there is a seriously ill person residing at the household where service is furnished, and is unable to pay because of a demonstrated hardship, the Company shall postpone discontinuance if continued access to the telephone is required because of serious illness. If service has already been discontinued, it will be restored the **same day the Company is notified of such illness or other emergency. Such** postponement or restoral will be predicated on the receipt of certification of the illness by

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a registered physician. The certificate shall state the name and address of the seriously ill person, the nature of the illness and the physician's office address and telephone number. Certification of serious illness shall be sufficient if initially made by telephone. In such event, the Company shall inform the certifying physician that a written certificate provided by the Company, setting forth the information required, must be forwarded to the Company within seven days. If the Company does not receive written certification of the serious illness within seven days, it shall contact the customer ~~or the certifying physician~~ prior to discontinuing service.

8.2 Certification will be valid for the duration of the illness or for 30 calendar days, whichever is less, and is renewable only once ~~with the approval of the Division.~~

8.3 The Company must honor a registered physician's certification of serious illness, but may seek Division review of the validity of the certification pursuant to Part VII of these regulations.

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8.4 If at the expiration of the certification period, the customer has not paid the delinquent bill or the deposit, or has not agreed to ~~a deferred a~~ payment arrangement, the Company may discontinue service. However, a written notice must be received five calendar days before the discontinuance.

~~8.5 If the customer claims that any other emergency exists at the household where the service is rendered, the Company shall postpone discontinuance of service or shall restore discontinued service until the emergency situation is over. Such an emergency could be, for example, death in the household or a serious personal matter which would necessitate continuation of telephone service for a period of time agreed to mutually.~~

~~PART IX DISCONTINUANCE OF SERVICE TO THE ELDERLY AND HANDICAPPED~~

~~9.1 The Company shall devise procedures and methods reasonably designed to identify, before discontinuance of service for nonpayment, accounts affecting households in which all residents are 65 years of age or over, or any residents are handicapped. A member of such a household may request the protection afforded by these rules by submitting to the Company on a form supplied by the Company, the account number, service address and the name, date of birth and social security number of each elderly member of the household and in the case of the handicapped, the appropriate identification criteria.~~

~~9.2 On receipt, the Company will verify the information and identify the accounts. The Company will send notification to the households stating that records have been appropriately noted and that as long as the outlined conditions exist, the Company will not discontinue service for failure to pay a past due bill without the approval of the Division.~~

~~9.3 Written approval from the Division of Public Utilities must be obtained by the Company before terminating service in a household where all residents are 65 years of age or older, or any residents are handicapped.~~

~~9.4 On receipt of an application to discontinue service, the Division, in the course of an investigation, will establish that (a) the residents of the household have received proper notification;~~

~~(a) the residents of the household have received proper notifications;~~

~~(b) the Company has in good faith attempted to secure payment by reasonable means other than discontinuance and has not refused to accept payment~~

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arrangements that are just and equitable.

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In appropriate cases, the Division may hold hearings as a result of the investigation. The Division will notify the Company and the customer of the results of the investigation.

9.5 If a member of a household in which all residents are 65 years of age or older or any residents are handicapped so desires, the Company shall provide to a third person, designated by such customer, notices pertaining to discontinuance of service. In no event shall the third party so notified be liable for the account of the customer.

**PART X — DISCONTINUANCE OF SERVICE IN CASES INVOLVING MARITAL DISPUTES**

10.1 The Company shall not discontinue service to a customer for nonpayment where the Company is advised by the spouse of the named customer or the named customer that the reason for nonpayment is the absence of the named customer or the major wageearning

spouse from the residence because of a marital dispute, and where the spouse remaining in the residence:

(a) establishes by independent evidence that the named customer or major wageearning spouse is no longer living at the residence. A copy of a petition for divorce or separation, or a letter attesting to a pending divorce or separation proceeding from legal counsel, or proof of eligibility for Aid to Families with Dependent Children, or other evidence satisfactory to the Company, shall constitute sufficient independent evidence under this subsection;

(b) agrees to provide information concerning the location and employment of the named customer or the major wage earning spouse; and

(c) agrees to establish a new account in his or her own name for prospective charges and to make a deposit as security for payment of prospective charges, if a deposit would be otherwise permitted under these procedures.

The preceding rules and regulations, after due notice and an opportunity for hearing, are hereby adopted and filed with the Secretary of State this 13th day of October, 1992, to become effective twenty (20) days after filing, in accordance with the provisions of R.I.G.L. 1956 (1988 Reenactment) Sec.42-35-2 (a) (2), Sec.42-35-3 and R.I.G.L. 1956 (1984 Reenactment) Sec.39-1-11.

10/13/92

Date James J. Malachowski, Chairman

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