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October 1, 2019

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

Dear Ms. Massaro:

We are filing, herewith, for effect October 31, 2019, tariff material consisting of:

(PUC RI No. 22)

Section	Revision of Page(s)	Original of Page(s)
TOC	1, 2, 3, 4, 5, 6, 8 & 10	N/A
1	1	1.1
2	1	N/A
3	1	N/A
4	1	N/A
5	1	N/A
8	1	N/A
10	1	N/A

With this filing, Verizon Rhode Island (“Verizon RI”) proposes changes associated with the recent decision of the FCC in WC Docket 18-141, Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks, Memorandum Opinion and Order (rel. August 2, 2019), granting forbearance from certain unbundling and resale requirements.



Email notice of this filing will be provided to CLECs and resellers who have subscribed to Verizon's industry-letter email list, and will also be posted to the Industry Letter Section of the Verizon Partner Solutions public website, located here:

<https://www22.verizon.com/wholesale/customernotifications/notifications.jsp>.

The text of the notice is attached.

Sincerely,

A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above the typed name.

Manager Regulatory – RI

Attachment

October 1, 2019

Audience: RI CLECs, Resellers

Subject: Verizon Industry Letter: Revised Tariff Pages Tariff RI Nos. 18 and 22

This notice is to inform you that on October 1, 2019, Verizon Rhode Island (Verizon RI) filed revised pages for its Tariffs PUC No. 18 and No. 22 with the Rhode Island Public Utilities Commission in order to implement two recent FCC orders granting forbearance relief from certain resale and unbundling requirements. Details may be found on Verizon RI's website at www.verizon.com/tariffs. The revised tariff pages are scheduled to become effective on October 31, 2019.

If you have any questions regarding this letter, please contact your Verizon Account Manager.

This communication is provided by the VGW Account Management Support. Requests to subscribe or unsubscribe to this distribution may be processed at:
<http://www22.verizon.com/wholesale/subscriptions/>

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1. Tariff Information
1.1 General

1.1.0 General Restriction on Availability	
A.	This paragraph 1.1.0 implements the action taken by the FCC in WC Docket 18-141, Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks, Memorandum Opinion and Order (rel. August 2, 2019), with respect to services offered for resale at an avoided-cost discount.
B.	Notwithstanding any other provisions of this Tariff PUC RI 22, and subject to the transitional provisions set forth in paragraphs (C) and (D), below, services purchased for resale are no longer available under this Tariff.
C.	New purchases of services for resale may be made pursuant to this Tariff through February 2, 2020. After such date, additional purchases of services for resale may be made pursuant to this Tariff except for Section 10.5 thereof, relating to resale discounts. Instead, all such purchases shall be priced at the applicable retail rates, without discount.
D.	Any resold services purchased through February 2, 2020 will continue to be maintained through August 2, 2022 at the rates set forth in this Tariff, unless the reseller discontinues such services or the service is terminated by Verizon for any reason authorized by this Tariff or by general regulations applicable to this Tariff (such as non-payment). (Authorized grounds for termination of a service purchased for resale under this Tariff include but are not limited to the fact that the underlying retail service is no longer offered by the company.) After such date, any such service that has not previously been discontinued by the customer or terminated by Verizon will continue to be provided by Verizon pursuant to this Tariff except for Section 10.5 thereof, relating to resale discounts. Instead, such service will be provided at the applicable retail rate, without discount.
E.	Nothing in this paragraph 1.1.0 is intended to expand the availability of services offered for resale, or of the pricing set forth in Section 10.5, or to make either available if they would not be available but for this paragraph.

(N)
 (N)

1.1.1 Tariff Structure	
A.	The tariff is divided into sections which are structured numerically, (e.g., Section 1, 2, 3 etc.).

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1. Tariff Information
1.1 General

1.1.2 Page Revisions	
A.	As a result of regulatory initiatives, tariff pages are revised and filed with the Public Utilities Commission on a continual basis. When tariff pages are filed, they show an Issued and Effective date (see page bottom). The issued date is the day upon which the pages were filed. The effective date is 30 days following the issued date, or the date upon which the pages have been ordered to become effective.
B.	Each tariff page displays unique page identification information (see page top right). The first issuance of a page is labeled as the Original. Future revisions are issued sequentially as follows, First Revision, Second Revision, Third Revision, etc. Revised pages cancel effective pages. The effective page is the foundation upon which all revisions are made.
C.	Supplement Numbers — Tariff pages are occasionally issued as Supplements. This occurs when the page being filed is already pending Commission decision in another regulatory initiative. When the pending page becomes effective and the supplement page becomes effective as well, it becomes necessary to incorporate the revisions contained on the supplement page into a standard number tariff page. The incorporation will generally occur in the next regulatory initiative in which that page is involved.

(X)

1.1.3 Tariff Codes	
A.	Appearing in the right margins of tariff pages are upper case alphabetical characters enclosed in parenthesis. These characters represent a coding mechanism to explain the modification that has been made from one page revision to the next. The tariff codes are as follows.
1.	(C) — A change in regulation
2.	(D) — A deletion due to discontinuance of a rate or regulation
3.	(I) — A rate that has been increased
4.	(N) — A new regulation or rate
5.	(R) — A rate that has been decreased
6.	(S) — The incorporation of approved material issued under a Supplement
7.	(T) — Text that has changed without causing a change in regulation
8.	(X) — Text that has been moved from one page to another

(X)

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2. General Regulations
2.1 Application of Tariff

The general regulations specified in PUC RI No. 15, Part A, Section 1 also apply to the Telephone Company's provisions of telecommunications services for resale under this tariff and all of those regulations are incorporated herein by reference.

2.1.0 Scope		(N)
A.	Notwithstanding any other provisions of this Section 2, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N)

2.1.1 Scope	
A.	Regulations, rates and charges in this tariff apply to the offering of Telephone Company telecommunications services for resale. <ol style="list-style-type: none"> 1. Discounts as described in Section 5 apply only to purchases from this tariff. 2. Resellers purchasing retail services from the Telephone Company's other intrastate tariffs will do so through traditional retail channels and be billed according to the appropriate tariff terms, conditions, rates and charges.
B.	Only a reseller authorized by law to resell telecommunications services in the State of Rhode Island may purchase under this tariff. This tariff is not intended to enlarge, restrict, or otherwise affect any provision of law relating to the authority to resell telecommunications services. <ol style="list-style-type: none"> 1. Resellers do not surrender any right to purchase from any of the Telephone Company's other intrastate tariffs by purchasing from this tariff.
C.	In addition to the responsibilities and obligations specified in this tariff and in PUC RI No. 15, the reseller must conform to any applicable rules and regulations set forth by the Commission.
D.	The resale of telecommunications services and the provision thereof by the Telephone Company as set forth in this tariff does not constitute a joint undertaking nor does it constitute an agency, contractual or any other type of relationship between the reseller and the Telephone Company (other than that of purchaser and seller) or between the Telephone Company and the reseller's end user.
E.	A reseller ordering a resold service under this tariff takes the services subject to the terms and conditions of the services as set forth in PUC RI No. 15 and has all of the obligations that would be imposed under PUC RI. No. 15 upon an end user who orders the service directly from the Telephone Company. Such obligations include, without limitation, the obligation to pay for the service, whether or not the reseller is being paid by its own customers. The rate charged for such service, when sold to a reseller under this tariff, is to be determined in accordance with rates and charges specified in this tariff.
F.	Services that are sold to Telephone Company end users only in conjunction with the purchase of basic dial tone service will be available for resale only in conjunction with the resale of basic dial tone service and not on a stand alone basis.

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3. Ordering of Service
3.1 Orders for Resold Services

3.1.0	General Restrictions on Availability	(N)
A.	Notwithstanding any other provisions of this Section 3, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N)

3.1.1	General
A.	The reseller shall supply all the information reasonably necessary for the Telephone Company to provide and bill for the requested service, and to include the reseller's end user in its directory listing service, (e.g., end user name and premises location, configuration of service, and facility interface).
1.	The reseller is responsible to submit complete and accurate orders. Failure to do so may result in service order rejection and/or service discrepancies for which the Telephone Company will not be responsible.
B.	If the reseller assumes the account of an existing Telephone Company end user at the end user's existing premises, the order must identify the end user's billing telephone number and line(s) and indicate that the end user's existing service (or any specified modification to and/or cancellation of the existing service) is to be transferred to the reseller.
1.	Authorization to Assume an Account —A reseller placing an order under which it will assume the account of an existing Telephone Company end user customer, or the account of an existing end user customer of another reseller must obtain appropriate authorization from that end user for the change of service provider. The reseller must verify and confirm that authorization is in accordance with the laws and provisions that govern such matters as established or may be established in the State of Rhode Island.
C.	Resellers may not order services in a particular building or other location where a reseller has not yet obtained end users at the time that the reseller's order is placed with the Telephone Company.
D.	Resellers may not order service in a particular building or other location when doing so would preclude or delay other potential providers from offering services in that particular building or other location.
E.	Resellers may not order service under this tariff without a reasonable basis for believing that such services will actually be needed by the reseller to meet anticipated demand.
F.	The Telephone Company will not process any orders, complaints or other requests received from the reseller's end user.
G.	Primary Interexchange Carrier (PIC) and/or LPIC Changes —The Telephone Company will accept an order to change the PIC and/or LPIC for a resold Telephone Company exchange service line only from the reseller of that line. The Telephone Company will accept an order to freeze the PIC and/or LPIC only from the reseller of that line. The reseller will be responsible for all PIC/LPIC change charges.
H.	If the order is for modification or discontinuance of service, the order shall identify the billing telephone number and telephone number of the service and the changes desired, and any additional information required by the Telephone Company.

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4. Issuance, Payment and Crediting of Reseller Bills
4.1 Responsibility of the Telephone Company

Rates and charges for services explained herein are contained in Section 10.4

4.1.0 General Restrictions on Availability		(N)
A.	Notwithstanding any other provisions of this Section 4, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N)

4.1.1 General	
A.	The Telephone Company bills only the reseller who is considered the customer of record and is at all times responsible for payment of the full amount of all charges incurred.
1.	The reseller as customer of record is responsible for any allocation of end user charges for resold or shared service.
2.	Regardless of whether the reseller's end user is still using service, the reseller is responsible for charges incurred by the end user or reseller for all services on a line until the reseller submits an order to discontinue such service.
B.	The Telephone Company will not be required to seek payment from the reseller's end users prior to terminating the reseller's service or pursuing any other remedies for nonpayment by the reseller. The reseller will thus be the obligor of the Telephone Company, and not the guarantor or surety for any of the obligations of the reseller's end users.

4.1.2 Billing Convention	
A.	The monthly bill rendered to a reseller for accumulated usage and non-usage services includes all charges incurred during a billing period which begins as follows.
1.	From the date service was established up to and including the bill date, and
2.	From each billing period from the day after the bill date to the next successive bill date, or to the date of the termination of the service, whichever comes first.
B.	In addition to the current month's charges, the reseller's monthly bill may also include previously unbilled charges or other billing adjustments.

4.1.3 Late Payment Penalty	
A.	If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.
B.	The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following.
1.	The highest interest rate (in decimal value) at simple interest which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the reseller actually makes the payment to the Telephone Company, or

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5. Resale and Sharing
5.1 Description

Rates and charges for services explained herein are contained in Section 10.5.

5.1.0	General Restrictions on Availability	(N)
A.	Notwithstanding any other provisions of this Section 5, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N)

5.1.1	General
A.	Resale is the sale to another person of telecommunications services purchased from the Telephone Company. A customer purchases for resale when such customer purchases a service for the purpose of reselling it to another (rather than the purpose of using the service itself).
1.	A purchasing agent who orders services for its principal, and who does not itself agree to assume the obligations of a reseller under this tariff, is not purchasing for resale within the meaning of this tariff.
2.	The purchase of telecommunications services under terms of this tariff for the purpose of provisioning a different service (such as the purchase of the Telephone Company's switched carrier access service for the purpose of provisioning an interexchange carrier's toll service) is not resale within the meaning of this tariff.
3.	A person purchasing a service for shared use by that person and others is purchasing for resale within the meaning of this tariff if such person agrees to assume all the obligations of a reseller under this tariff.
B.	Where a reseller purchases Telephone Company exchange service from the Telephone Company and resells it to an end user, such reseller's end user will be able to access any and all services that a Telephone Company end user would be able to access on a Telephone Company exchange service line. Such services to the extent provided by the Telephone Company will be deemed to have been sold to the reseller by the Telephone Company as they are utilized by the reseller's end user, and the reseller will be responsible to the Telephone Company for payment of such services.

5.1.2	Services Offered for Resale
A.	The services offered under this tariff are those that are offered by the Telephone Company to end users under the regulations, terms and conditions of the RI Product Guide and the PUC RI No. 15, except for public telephone service, Lifeline and Link Up America programs, and in accordance with the following limitations.
1.	Services in the RI Product Guide and PUC RI No. 15 that have been designated as no longer available for new installations or no longer offered are not offered for resale except that such services are only available for resale to the embedded base of end users who were permitted to retain such service(s) in accordance with the regulations contained in the RI Product Guide and PUC RI No. 15.
2.	Promotional programs (e.g., discounts, waivers, credits, certificates, premiums, discounted product trials or other inducements) made available to end users for a period of 90 days or less, and that are offered in order to promote the sale of a service) are offered for resale, however they are not subject to the resale discount specified in Section 5.3.

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8. Other Services
8.1 Call Usage Detail

Rates and charges for services explained herein are contained in Section 10.8.

8.1.0 General Restrictions on Availability		(N)
A.	Notwithstanding any other provisions of this Section 8, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N)

8.1.1 Description	
A.	Call usage detail is available to resellers for local calls associated with the Telephone Company's resold message rate service or for local calls associated with the Telephone Company's resold message rate service and intraLATA toll service, if the reseller is presubscribed to Telephone Company intraLATA toll service. Call usage data is provided via transmission or tape/cartridge.
B.	Call usage detail-local, or local and intraLATA toll call usage detail, provides complete call detail by retail billing telephone number, and by line, consisting of calling telephone number, called telephone number, call date, call connect time, and call elapsed time.

8.1.2 Regulations	
A. Responsibility of the Telephone Company	
1.	The lapsed time between usage recorded by the Telephone Company and delivery to the reseller will not exceed eight business days.
2.	The Telephone Company will store reseller usage data for 45 days from the date of transmission to the reseller.

8.1.3 Application of Rates and Charges	
A. Record Processing	A per record processed charge applies.
1.	A record consists of a call with called number, call date, connect time, and elapsed time.
B. Data Transmission	A per record transmitted charge applies.
C. Tape or Cartridge	Available in addition to or in place of data transmission.
1.	When a tape or cartridge is provided in place of data transmission, data transmission charges are not applicable and a per tape or cartridge charge will apply. If a tape or cartridge is requested in addition to data transmission, both the per tape or cartridge charge and the per data transmission charge apply.

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10. Rates and Charges
10.1 Tariff Information

There are no rates and charges contained in this section.

10.1.0	General Restrictions on Availability	(N)
A.	Notwithstanding any other provisions of this Section 10, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 1.1.0.	(N) (N)