

**PENNSYLVANIA PUBLIC UTILITY COMMISSION  
HARRISBURG, PENNSYLVANIA 17120**

**Jacqueline Fielder**  
v.  
**Verizon Pennsylvania Inc.**

**Public Meeting January 27, 2012**  
**2189352-OSA**  
**Docket No. C-2010-2189352**

**MOTION OF  
VICE CHAIRMAN JOHN F. COLEMAN, JR.**

Before the Commission for disposition are Exceptions to the Initial Decision (ID) dismissing the above Formal Complaint filed against Verizon Pennsylvania Inc. (Verizon). The Complaint alleges that Ms. Fielder had no dial tone service on two telephone lines at her service location (7121 Verona Boulevard) from February 2009 until the lines were repaired on July 10, 2010.<sup>1</sup> The two lines at issue are the main number (ending in -1919) and another line (ending in -6679) used for a fax machine. Tr. 10. The Complainant purchased a wire maintenance plan with Verizon covering both lines. Tr. 68. I agree with the ID that the Complaint should be dismissed, and Complainant's exceptions should be denied.

The ID correctly dismissed the Complaint as it relates to the -1919 line. The credible record evidence shows there was, in fact, dial tone on the -1919 line during the time period in question. Verizon call records show that Complainant made 77 outgoing calls from the -1919 line during the period when Complainant alleges there was no dial tone on the line (i.e., through July 10, 2010). Tr. 110-14; Verizon Ex. 2. Moreover, Verizon verified dial tone on the -1919 line to the Network Interface Device (NID) on several occasions from March 2009 through July 10, 2010.<sup>2</sup> Specifically, dial tone was verified for the -1919 line when service was established at the Verona Boulevard location in March 2009. Tr. 68-69, 100. Verizon also verified dial tone service to the NID four separate times after service was established: April 25, 2009 (Tr. 103; Verizon Ex. 1, Tab A), September 30, 2009 (Tr. 105; Verizon Ex. 1, Tab C), April 26, 2010 (Tr. 105-06; Verizon Ex. 1, Tab D), and July 10, 2010 (Tr. 107-09; Verizon Ex. 1, Tab E). Thus, Verizon provided reasonably continuous telephone service to the NID for the -1919 line.

---

<sup>1</sup> According to its records, Verizon transferred service to this location on March 5, 2009. Finding of Fact No. 28.

<sup>2</sup> Under Pennsylvania law, Verizon's obligation is to provide dial tone service to the customer's NID. Service from the NID, to and including a customer's inside house wiring, is the responsibility of the customer. Tr. 99-100, 115, 123.

With the -6679 line, Verizon verified dial tone to the NID when service was established at the Verona Boulevard location in March 2009. Tr. 68-69. And, based on the credible record evidence, Complainant did not report trouble on the -6679 line to Verizon until July 6, 2010. The Complainant did not report lack of dial tone on any of her calls to the Verizon business office during the time period in question. Tr. 69-70. Moreover, the six trouble reports introduced by Verizon do not mention a lack of dial tone on -6679 line until a trouble call on July 6, 2010. Tr. 110; see Verizon Exh. 1. Verizon dispatched a service technician to the customer's premises on July 10, 2010. The service technician found static on the -6679 line, and the necessary repairs were performed at the relevant central office and at the customer's premises. However, the technician confirmed that there was, in fact, dial tone on the -6679 line. Tr. 107-09, 127-29, 133; Verizon Exh. 1, Tab E. Thus, Verizon provided reasonably continuous telephone service to the NID for the -6679 line.

As shown above, Complainant did indicate that there was trouble on the -6679 line in the form of no dial tone in July 2010. When the Verizon technician checked the line on July 10, 2010, he verified that there was dial tone on the line from the central office to the NID but, at the same time, he indicated that the line had heavy static. It is unclear from the underlying record whether the complainant interpreted this trouble as no dial tone or whether the line was usable or functioning properly. However, the record in this proceeding indicates that there were long intervening periods of time when the customer did not contact the Company, even though a service problem was detected in July 2010. I encourage customers to be diligent in contacting the utility when there is a service issue. Likewise, I encourage utilities to respond and resolve service complaints more quickly and effectively in the future.

As also shown above, Verizon waited four days to deploy a service technician in response to the "No Dial Tone" trouble report made to the company on July 6<sup>th</sup>. Section 63.57(b) of the Commission's regulations<sup>3</sup> establishes a 24-hour response time for telephone utilities to respond to an out-of-service trouble call that does not require unusual repair. Upon review, it appears that Section 63.57(b) may have been violated here, as the July 6<sup>th</sup> trouble report indicates there was no dial tone and hence, no service for the -6679 line. However, we do not believe that a fine is warranted because the technician deployed on July 10<sup>th</sup> confirmed that there was, in fact, dial tone to the NID for the -6679 line. Moreover, the issue of the 4-day delay was not specifically raised by the Complainant at hearing or in her exceptions, and all of the legal arguments and facts surrounding the response time may not have been brought to light in this proceeding. Nevertheless, we remind Verizon of its obligation under our quality of service regulations to respond timely to "no service" calls.

---

<sup>3</sup> 52 Pa. Code § 63.57(b).

The ID properly states that the Commission does not regulate the rates, terms and conditions for customer premises wiring services, including wire maintenance plans like that of Complainant's. See, e.g., Fasceski v. Bell Atlantic Pennsylvania, Inc. 1995 Pa. PUC LEXIS 25. Therefore, we agree with the Presiding Officer that whether Verizon should have acted sooner under a wire maintenance plan to correct any inside wiring problem with the -1919 and/or -6679 lines is an issue that is not within the Commission's jurisdiction. Nevertheless, customers pay additional money for wire maintenance plans, and we find it troubling to the extent that a telephone utility or affiliate would not meet its obligations under these contractual agreements.

**THEREFORE, I move that:**

1. The Complainant's exceptions be denied, consistent with this Motion.
2. The Commission's Office of Special Assistants draft an appropriate Order consistent with this Motion.

**Date: January 27, 2012**

  
**JOHN F. COLEMAN, JR.**  
**VICE CHAIRMAN**