

PSC NY No. 9--COMMUNICATIONS

Verizon New York Inc.

Section 4
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Resale Services

4. Ordering Service
4.1 Ordering of Resold Services

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 2.1.0.	(N) (N)

4.1.1 General	
A.	The reseller shall be responsible for the accuracy and completeness of all orders it submits.
1.	The Telephone Company will not be responsible for service discrepancies resulting from the reseller's failure to place a service order or the placement of an incorrect service order. By way of example, and without limitation, the reseller will remain responsible for charges for all services on a line until it submits an order to discontinue the provision of such services, whether or not the reseller's end user is still using such services.
B.	If the order is for new telephone exchange service, the order shall identify the service configuration desired, the address of the premises at which the service is to be provided, and any additional information that may be necessary to provision and bill the service and to include the reseller's customer in the Telephone Company's white pages directory, in the E911 database, and, for business customers, in a one-line lightface listing in the Telephone Company's yellow pages directory.
C.	If the order is for modification or discontinuance of service currently sold to the reseller, the order shall identify the telephone number of the service and the changes desired, and any additional information required by the Telephone Company.
D.	The Telephone Company will not process any requests received at any of its offices directly from the reseller's end users.
E.	Resellers may not order services under this tariff without a reasonable basis for believing that such services will actually be needed by the reseller to meet anticipated demand.
F.	Choice of PIC on Resold Lines— The Telephone Company will only accept an order to change the PIC (whether interlata or intralata) for a resold telephone exchange service line from the reseller. The Telephone Company will only accept an order to freeze the PIC (whether interlata or intralata) for resold telephone exchange service line from the reseller. The reseller will be responsible for the tariffed charges for such changes.

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4.1.1 General	
G.	When the reseller orders services in a particular building, development or other area where end user customers have not been obtained by the reseller at the time the order is placed, the reseller will commit to a minimum service term of one year for the use of Telephone Company facilities in cases where facilities construction is required by the Telephone Company to meet the reseller's order. The reseller is also responsible for special construction and other charges as specified in Section 4.1.3.
1.	Where Telephone Company facilities exist, the reseller will commit to obtaining customers for these facilities within a period of ninety days from service order completion date. If end user customers for all of the ordered lines are not obtained within such period, the reseller will, upon request of the Telephone Company or other potential service provider, relinquish a quantity of unused lines sufficient to ensure that no potential provider is precluded or delayed from offering service in such building, development or area.
H.	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 line and indicate that the end user's existing service (or any specified modification to the service) is to be transferred to the reseller.
1.	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, and must verify and confirm that authorization, in accordance with procedures established by the PSC.
I.	Orders for the purchase of resold services, repair requests, complaints, and requests for additions to, rearrangements of, or discontinuance of existing resold services will be accepted by the Telephone Company only from the reseller, and not from the reseller's end users.

4.1.2 Automated Order Interfaces	
A.	A reseller purchasing resold service under this tariff, or modifying or discontinuing an existing order for a resold service, must place an order with the Telephone Company through the appropriate operational interfaces established by the Telephone Company. The purpose of the operational interfaces include but is not limited to, placement of service orders by resellers and the delivery of trouble reports to the Telephone Company.
1.	Such an order must include, at a minimum, and by way of illustration and not limitation, the information specified in Section 4.1.1.

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4.1 Ordering of Resold Services

4.1.2 Automated Order Interfaces	
B.	All resellers must establish automated interfaces complying with the format specified by the Telephone Company in order to accommodate the following order processes.
1.	Establish any relevant end user accounts
2.	Assign telephone line numbers
3.	Directly enter all service orders to the Telephone Company systems
4.	Negotiate with end users for installation scheduling
5.	Reserve installation appointments with the Telephone Company
6.	Submit all end user service and repair inquiries
7.	Verify telephone line network status with the Telephone Company on-line system
8.	For any other purposes specified by the Telephone Company.
C.	Misuse of Interfaces— All resellers must comply with agreed upon methods, procedures and operational guidelines in utilizing the interface format specified by the Telephone Company. Any use of interfaces for unauthorized purposes (including unauthorized access to data), or entry of false information through an interface, is prohibited.

4.1.3 Special Construction, Maintenance or Expense	
A.	The Telephone Company may charge an additional non-recurring or recurring charge, or both if special construction, maintenance, or expense is required to provide the service(s) requested. All resellers will be subject to these additional charges, if necessary, in accordance with the terms and conditions set forth in P.S.C. No. 15.

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4. Ordering Service
4.2 Responsibility of the Telephone Company

4.2.1 Refusal and Discontinuance of Service	
A.	If the reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for service, the Telephone Company may, on 30 days written notice by Certified US Mail to the person designated by that reseller to receive such notice of non-compliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying reseller at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying reseller without further notice.
1.	Copies of such notice shall be mailed to the Director of Communications of the PSC, concurrently with the mailing to the reseller.
B.	If the reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for service, the Telephone Company may, on 30 days written notice by Certified US Mail to the person designated by that reseller to receive such notice of noncompliance, discontinue the provision of existing services to the non-complying reseller at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying reseller without further notice.
1.	Copies of such notice shall be mailed to the Director of Communications of the PSC, concurrently with the mailing to the reseller.
C.	The Telephone Company may discontinue service or cancel an application for service without notice in the event the Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
D.	In the event of fraudulent use of the Telephone Company's network, including but not limited to fraudulent end user orders for transfer of service, the Telephone Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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4. Ordering Service
4.2 Responsibility of the Telephone Company

4.2.2 Disclosure of Reseller Information	
A.	Neither Telephone Company personnel involved in the marketing of services to end user customers, nor other resellers, will have access to information relating to specific orders or demand forecasts provided by resellers under this tariff. This provision shall not preclude the Telephone Company from undertaking the following activities. <ol style="list-style-type: none"> 1. The disclosure to any local exchange carrier (including the Telephone Company or any reseller), of the fact that a particular end user who was previously a customer of such carrier, is no longer one of its customers. 2. The use by the Telephone Company of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of the Telephone Company. 3. The disclosure to Telephone Company retail marketing personnel or to other resellers of information pertaining to a reseller's customer where the customer consents to and authorizes such disclosure. 4. Attempts to sell Telephone Company services by Telephone Company employees who have access to information relating to specific orders placed by resellers under this tariff, so long as the employee spends a de minimis amount of his or her time involved in the marketing of Telephone Company services, and the employee does not utilize the reseller information in such sales attempts.
B.	The provisions of Section 4.2.2A shall not preclude the disclosure to Telephone Company marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identity of their service provider.
C.	In the case of a customer who chooses to switch their service from a reseller to the Telephone Company, or to another reseller, Section 4.2.2A and Section 4.2.2B shall not prohibit the disclosure to Telephone Company marketing personnel, or to such other reseller, of information necessary to enable the Telephone Company or such other reseller to assume the account, including the customer's service configuration and billed name and address.

4.2.3 Disclosure of End User Information	
A.	The Telephone Company will not provide information on any end user customer to a reseller without the consent and authorization of such customer except under the following circumstances. <ol style="list-style-type: none"> 1. If a Telephone Company end user subsequently becomes an end user of a reseller, the Telephone Company will provide the reseller with all information necessary to enable it to assume the end user's account, including the customer's service configuration and billed name and address.

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Resale Services

4. Ordering Service**4.2 Responsibility of the Telephone Company**

4.2.3 Disclosure of End User Information

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| B. | The provisions contained herein shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories, consistent with PSC requirements. |
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Resale Services

4. Ordering Service
4.3 Responsibility of the Reseller**4.3.1 Relaying of Information**

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| A. | The reseller shall provide to the Telephone Company any additional information that is reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff. |
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4.3.2 Point of Contact for End Users

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| A. | The reseller shall serve as the single point of contact for its customers on such matters as 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, reports, etc. to the Telephone Company, through the interfaces described in Section 4, to the extent reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff. |
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4.3.3 Forecasting of Service Requirements

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| A. | To the extent reasonably necessary for the planning of Telephone Company facilities, the reseller shall provide, on request, forecasts of the approximate number of units of telephone exchange service and other services that the reseller expects to require in particular geographic areas. Such forecasts shall be fully subject to the confidentiality provisions set forth in Section 4.2.2. |
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4.3.4 Refusal, Discontinuance or Transfer of Service

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| A. | Where a reseller discontinues its provision of service to all or substantially all of its customers, for any reason, except for customer specific credit or payment problems the reseller must send advance written notice of such discontinuance to the Telephone Company. Such notice must include a verification that the reseller has notified its end users of the discontinuance, and must state the date on which such end user notice was mailed. |
| 1. | Failure to Provide Notice — Where the reseller fails to provide notice, the Telephone Company will provide continuous service to the discontinued customers followed by a notice that customer's carrier is no longer providing service and that the customer needs to make other arrangements for local service. If the customer fails to make other arrangements, the Telephone Company will continue to serve the customer. |
| 2. | If the end user of a reseller that has discontinued service does not elect another carrier within 15 days of the date of notice provided by the reseller, then the Telephone Company will provide service to such end user at retail rates, and not under this tariff. In accordance with the PSC's procedures, the Telephone Company retains the right to review these accounts and notify customers whose applications for service would have been conditioned on some payment that their service will not be continued unless the appropriate conditions for service are met within 15 days. |

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4. Ordering Service**4.3 Responsibility of the Reseller**

4.3.4	Refusal, Discontinuance or Transfer of Service
B.	The reseller must provide the Telephone Company with any information necessary to enable the Telephone Company to assume the end users' accounts, including the end users' service configurations and billed names and addresses.

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