

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Case No. 24-0322-CC

Consumer complaint of D.V. re: Consolidated Communications	
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RESPONSE OF CONSOLIDATED COMMUNICATIONS COMPANY OF VERMONT, LLC TO THE PUBLIC UTILITY COMMISSION’S ORDER OPENING AN INVESTIGATION

Consolidated Communications Company of Vermont, LLC (“Consolidated”) provides the following Response to the Vermont Public Utility Commission’s (“Commission”) October 21, 2024 Scheduling Conference Order issued in the above-captioned matter, directing Consolidated to file a response to the consumer complaint filed in this case by November 5, 2024.

On September 30, 2024, the Commission issued an order opening an investigation in Case No. 24-3027-INV into compliance with Commission Rule 7.620(F) and directing the hearing officer “to resolve any outstanding billing issues between the customer and Consolidated” in this case. In the Commission’s September 30, 2024 Order, the Commission expressly limited the scope of this matter to billing issues related to the customer’s telecommunications service, stating:

The initial consumer complaint includes allegations regarding both telecommunications services and internet services provided by Consolidated. However, because internet services are beyond the scope of the Commission’s jurisdiction, the hearing officer will only examine billing issues related to the customer’s telecommunications services. *See Trybulski v. Bellows Falls Hydro-Corp.*, 112 Vt. 1, 7 (1941) (“[The Commission] has only such powers as are expressly conferred upon it by the Legislature, together with such incidental powers expressly granted or necessarily implied as are necessary to the full exercise of those granted, and it is merely an administrative board created by the State for carrying into effect the will of the State as expressed by its legislation.”).

In accordance with the above, Consolidated provides the following discussion of the customer’s telephone complaint issues and recommends that the Commission close this matter with no

further action.

DISCUSSION

The customer's complaint, and subsequent comments, in this case raise several alleged problems related to telephone service: (1) alleged violation of Commission Rule 7.620(F), (2) time billed for long distance calls, and (3) early termination fees. Each of these allegations is discussed below.

(1) Commission Rule 7.620(F)

The Complaint in this case discusses allegations about both internet and telephone service. The customer and Consolidated both agree that the customer was taking service under a "bundled package" for both phone and internet. Setting aside the customer's complaints about internet service in accordance with the Commission's limitation on this proceeding, discussed above, the customer's allegations under Rule 7.620(F) are not warranted for several reasons.

First, Commission Rule 7.620(F) expressly excludes "a bundled package of services" from application of the rule, stating (emphasis added):

A carrier shall apply all payments to residential basic telephone service charges first before being applied to any other portion of the bill unless written instructions from the customer, a disputed bill, or payment arrangements require otherwise. *This Rule shall not apply to payments made for a bundled package of services* or to payments to carriers not required to file tariffs pursuant to Commission Rule 7.500.

Accordingly, while the customer's complaint does not detail how it is alleged that Consolidated violated Rule 7.620(F), the customer expressly concedes that the service was a "bundled package."¹ Accordingly, since the Rule expressly states that it "shall not apply to payments made for a bundled package of services," there can be no related violation of the Rule in this case.

Second, the complaint does not identify what payments the customer alleges were not

¹ See Customer's April 29, 2024 comments in this matter, which includes a February 29, 2024 (discussing a "bundled package").

applied appropriately consistent with the terms of the customer's bundled package service. Accordingly, Consolidated is unaware of any payments that were not applied correctly in this case and the complaint does not identify any such charges. In fact, Consolidated has written off thousands of dollars in unpaid charges. Under these circumstances, there is no basis to conclude that the customer's payments were not applied correctly to his outstanding charges.

(2) Time Billed for Long Distance Service

The second issue raised by the customer relates to allegations about calls made to Ukraine by the customer where the customer alleges that charges did not match the time the customer was on the call or that the connection was poor. Consolidated bills customers based on the language in its tariff, applicable portions of which provide:

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2** Chargeable time for all station-to-station calls begins when connection is established between the calling party and the called party and ends when either party hangs up, thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released, either by automatic timing equipment in the network or by an operator.
- 3.3.3** Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this RTC.
- 3.3.4** Calls are measured and billed in one-minute increments on a per-call basis, unless otherwise indicated in this RTC. Fractional billing increments are rounded to the full billing increment as stated in the product description.
- 3.3.5** No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person to person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.

- 3.3.6** Usage charges are computed on a per call basis. When computation of call charges results in fractional cents, the resulting charge is rounded to the nearest penny unless otherwise specified in this RTC.

Consolidated billed the customer in this case consistent with the terms of the customer's service. Accordingly, there is no basis for further investigation of the customer's complaints about international charges.

Moreover, as previously explained in Consolidated's May 17, 2024 comments regarding this matter, Consolidated has as written off thousands of dollars in unpaid long-distance charges. Accordingly, to the extent that the customer feels aggrieved by disconnected international calls or the amount he was charged for such calls, that sentiment is misplaced given that Consolidated has written off thousands of dollars in charges—notwithstanding the fact that these charges were appropriately applied pursuant to the terms of his service.

(3) Early Termination Fees

The complaint alleges that Consolidated wrongly charged the customer twice for a \$129.00 early termination fee. Early termination fees were charged in this case because the customer had unpaid charges for a bundled package. In January of 2022 Consolidated removed the bundled package for failure to pay those charges and the customer was charged a “early terminations fee” of \$129.00 for phone and \$129.00 for Internet. These charges are consistent with the terms of the customer's service.

In particular, an early termination fee is required by the terms of both the customer's phone and Internet packages. Catalog Part A, Section 14-16, Section 15.19.3 (“Termination Liability”)² of the customer's phone service expressly provides that an early termination fee of

² See Attachment A.

\$129 will be required for early termination. Similarly, Section 8.1.2 (“Termination and/or Suspension by Consolidated”)³ of the customer’s Internet Terms & Conditions provides that the customer agrees to pay the termination fee set forth in customer’s pricing plan. While the termination fee for the customer’s Internet service is beyond the scope of this investigation, as discussed above, the early termination fees in this case were both charges in accordance with the terms of customers’ service. Accordingly, there is no basis to investigate this issue further.

CONCLUSION

For the foregoing reasons, the customer’s complaint in this case does not allege any billing errors and this matter should be closed.

DATED at Burlington, Vermont, on this 5th day of November, 2024.

CONSOLIDATED COMMUNICATIONS COMPANY OF VERMONT, LLC

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³ See <https://www.consolidated.com/support/terms-policies/internet-terms-policies/internet-terms-conditions>.

15. Service Packages

15.19 Exchange Bundles II - Residence

15.19.3 Termination Liability	
A.	Exchange Bundle II package lines are available on a month-to-month, one (1) or two (2)* year term commitment. Packages on month-to-month basis have no minimum service requirement and termination liability will not apply.
B.	Early termination of Exchange Bundle II package line term commitment by the customer will result in a one-time flat Termination Charge of: <u>1-year term commitment: \$99.00</u> <u>2-year term commitment: \$129.00</u>
C.	If the customer cancels any of the unregulated components of the bundle, the remaining components will revert to the individual rate and/or the tariff rate associated with that component.
D.	Transfer of Service - An S&E charge payable by new customer applies for this change. If the new customer agrees to an equal or greater term with this same product, the early termination liability charges would be waived for the prior customer. However, if the new customer does not agree to an equal or greater term with this same product, the early termination liability charges would apply to the prior customer. Transfer of service without permission is not allowed. The new customer assumes the conditions applicable to Exchange Bundles II at the time of the transfer.
15.19.4 Application of Rates and Charges	
A.	Service and Equipment and/or Service Establishment charges will be waived for the initial installation of Exchange Bundle II package lines.
B.	Service and Equipment charges are also waived when the customer converts from Consolidated Exchange Values or Essentials to Exchange Essentials II.
C.	A one (1) or two (2)* year term are also available for Exchange Bundle II package line customers with a subscription to a qualifying unlimited long distance plan for 12 or 24* months. <ol style="list-style-type: none"> Additional discounts found in the Consolidated Communications Enterprise Services, Inc. Posted Rates, Terms and Conditions on page 11 are applicable on the month-to-month or one (1) year term commitment prior to January 22, 2018. Early Termination Fee (ETF) will apply if the bundle is discontinued prior to the completion of the one (1) or two (2)* year term. Term discounts are not available to customers that receive a lifeline reduction in the monthly rate for an exchange line.

*Available as of 01/22/2018.

**Consolidated Communications of Vermont Company, LLC
 d/b/a Consolidated Communications**

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