

Taylor Telecom Consulting Service



January 9, 2002

UT-020032
(A)

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02 JAN 10 AM 10:12
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities and Transportation Commission
1300 Evergreen Parkway SW
Olympia, WA 98504-7250

Re: Tel West Communications Petition for Waiver of WAC 480-120-139

Dear Ms. Washburn:

Enclosed please find the original and nineteen (19) copies of a Petition for Waiver of the above referenced WAC, filed on behalf of Tel West Communications, LLC. Acknowledgement of receipt of this filing is appreciated. A copy of this letter and a self-addressed, stamped envelope are provided for this purpose.

Please contact me with any questions pertaining to this matter.

Sincerely,

Donald O. Taylor
Consultant to Tel West Communications

Enclosures

cc: Tel West Communications

UT-020032
(P)

BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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In the Matter of the Petition of
TEL WEST COMMUNICATIONS, LLC
For Waiver of WAC 480-120-139
Changes In Local Exchange And Intrastate Toll Services

Docket No. _____

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COMMISSION

Tel West Communications, LLC ("Tel West") hereby petitions the Commission for waiver of WAC 480-120-139. In support of its Petition, Tel West states as follows:

I. PETITIONING PARTY

1) Tel West is a Competitive Telecommunications Company, approved in Docket UT-981258, October 28, 1998, and provides service throughout the state of Washington. Tel West's company headquarters are located at 3701 S. Norfolk Street, Suite 300, Seattle, Washington, 98118. Tel West has interconnection and/or resale agreements with incumbent local exchange carriers (ILECs) Qwest, Verizon and Sprint in Washington.

II. STATUTES AND RULES AT ISSUE

2) Tel West requests a waiver of the Commission's rule which provides that "a local exchange or intrastate toll carrier . . . may not submit a change order for a local exchange or intrastate toll service until the order is confirmed" in accordance with specified procedures that ensure prior customer approval of the change WAC 480-120-139(1). The purpose of this rule is to protect the consumer from unexpected changes in its local and long distance

1 service providers. Under the provisions of RCW 80.36.320(2), the Commission has the
2 authority to waive WAC 480-120-139 when it is in the public interest to do so. The
3 Commission has granted waiver of WAC 480-120-139 in previous petitions, including the
4 petition of Tel West in Docket UT-011454 (10/31/01).
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7 III. BACKGROUND REGARDING THE TRANSACTION

8 3) On November 1, 2001, Tel West and MetroNet Service Corporation ("MetroNet")
9 executed an Agreement which assigns Tel West as Agent for MetroNet's customers in
10 facilitating all their telecommunications services. Such assignment is authorized under the
11 Terms and Conditions of a Letter of Agency signed by each customer prior to obtaining
12 service through MetroNet. A blank copy of MetroNet's Letter of Agency is enclosed
13 herein as Exhibit A. The transition period established by Tel West and MetroNet for their
14 Agreement is to end no later than January 31, 2002. Tel West and MetroNet will provide
15 written notice to MetroNet's approximately 800 customers of the assignment of their
16 Agency Agreements to Tel West. A copy of this notice is enclosed herein as Exhibit B. In
17 the notice, Tel West and MetroNet will advise customers that their service will continue
18 without interruption, at the same rates they are currently being billed, and that no action is
19 required on their part. In this notice, customers are also advised of their right and ability to
20 choose another service provider, at their option.
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24 4) Also under the terms of the Agreement, Tel West assumes responsibility for payment of
25 bills to all underlying providers of service (i.e., ILECs and IXCs), and will continue to bill
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1 customers under the MetroNet name. Therefore, no conversion orders are required to be
2 submitted to any underlying service provider as a result of this Agreement.
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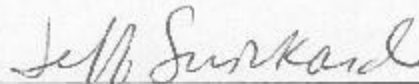
4 IV. THE WAIVER REQUEST IS IN THE PUBLIC INTEREST

5 5) Under provisions of WAC 480-120-139, each customer must authorize a change of its
6 local service provider in advance of such a change taking place. Although no service
7 change orders are required to implement the Agreement between Tel West and MetroNet, a
8 waiver of the rule requiring advance customer authorization will ensure compliance with
9 the Commission's rules, and will assist Tel West in providing a seamless transition of
10 Agency from MetroNet to Tel West, without action being required on the part of the
11 affected customers, without causing any changes to their rates or to their service, and
12 without affecting the right or ability of these customers to change local service providers, at
13 their option. Approval of this petition is therefore in the public interest and should be
14 granted.
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19 THEREFORE, Tel West requests that the Commission grant a waiver of WAC 480-120-139 in the
20 assignment of customer agency from MetroNet to Tel West.

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22 Respectfully submitted this 10th day of January, 2002.

23
24 By:



25 Jeff Swickard
26 President



MetroNet

Letter of Agency

FAX to (206) 682-7997

Customer Billing Name

Billing Telephone Number (BTN)

Service Address

Billing Address

City, State, Zip

City, State, Zip

This document authorizes MetroNet Services Corporation to request and receive all data and billing information (including Customer Proprietary Network Information) and to act as our representative for telecommunication services. We are selecting MetroNet Services Corporation as the preferred provider for the following services.

Local Exchange Service

Intra-LATA Service (LPIC)

Inter-LATA Service (PIC)

Centrex Plus® Dial Tone Service

Local Long Distance

Long Distance outside of the Local LD Area

Voice Mail

Toll Free Service

Calling Cards

LIST ALL #'s BELOW

(Qty.) _____

MetroNet Services is authorized to notify our current local and/or long distance service providers of our telecommunications choices for the indicated telephone numbers.

Please List Below ALL Telephone Numbers AND ALL 800 / 888 / 877 Numbers Affected:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand: 1) this authorization changes the selected service providers 2) each telephone number may have only one preferred provider for each service, and 3) MetroNet will waive 'Centrex Plus®' dial tone and long distance conversion charges, but certain select customer features may incur a minimal transfer charge.

Print Name

Contact Name

Authorized Customer Signature

Title

Title

Date

Contact Telephone Number

- A. Agency: The Customer hereby appoints MetroNet, its successors and assignees as its agent for facilitating all telecommunications services identified in the Agreement and agrees to deal exclusively with MetroNet in connection with such services. The Customer shall execute MetroNet's standard Letter of Agency.
- B. Telecommunications Services: MetroNet will arrange for the conversion of the Customer's lines as set forth in paragraph 1 to be provided directly to the Customer under USWC's Centrex Plus (or other carrier's) tariff/price list, plus additional optional features and services requested by the Customer to be provided by the telecommunications companies directly to the Customer. The line rate provided in paragraph 1 is stabilized for the term of this Agreement, except that any pertinent USWC tariff or price list changes approved by the Washington Utilities and Transportation Commission (WUTC) may be passed through to the Customer. The line rate does not include: 1. the FCC subscriber line charge; 2. federal, state, or local taxes; 3. miscellaneous line surcharges, e.g., 911, TRS, and 4. extra optional features. Such optional features shall be passed through to the Customer as billed by USWC or other provider. In the event USWC withdraws, substantially modifies or curtails Centrex Plus and does not replace it with a comparable service, as determined at MetroNet's sole discretion, MetroNet may terminate this Agreement on thirty (30) days notice to the Customer.
- C. Limitation on Liability: Because all telecommunications services are provided by USWC and other carriers directly to the Customer, the Customer acknowledges that MetroNet, as their telemanagement agent, is not liable for any interruption or impairment of service. MetroNet disclaims any and all warranties in relation to the telecommunications services, including, but not limited to, warranties of fitness or merchantability. Additionally, MetroNet's sole obligation for service interruptions or impairments caused by any act or omission of MetroNet shall be to provide credit for its management fee on a pro rata basis for the period of interruption or impairment and to provide reasonable assistance in obtaining a pro rata credit from the carrier(s) providing the service. In no event shall MetroNet (or its affiliates, agents, officers, directors, shareholders, or employees) be liable to the Customer for indirect, incidental, special, or consequential damages (including, but not limited to, any claim for loss of services, lost profits, or lost revenues) arising from or relating to the services provided under or pursuant to this Agreement.
- D. Service Continuation and Early Termination: This Agreement will automatically continue, but on a month to month basis, at the then current monthly billed rate for month to month Customers, unless either party notifies the other in writing 30 days prior to the renewal date. A month to month Customer may terminate such agreement at any time upon thirty (30) days written notice to MetroNet. Any Customer who terminates this Agreement prior to the expiration of its stated term or drops below 60% of the number of lines (§1) managed by MetroNet, shall be subject to termination charges on each line removed below that 60% threshold. Termination charges are equal to the number of lines removed below the 60% threshold, times the line rate (§1), times 35%, times the number of months remaining in the term (§2). The early termination liability will be billed on the next MetroNet billing invoice and the Customer agrees to pay MetroNet Joint User Group Trust such amount within 30 days.
- E. Payment Terms: The Customer agrees to pay its monthly bill in full by the due date indicated on the bill. Any payments not received by MetroNet Joint Users Group Trust by the monthly due date are subject to a late payment of 1.5% per month on the outstanding balance. The returned check fee is \$25.00 per occurrence. MetroNet Joint User Group, or its agent, reserves the right to terminate the Customer's US West Centrex services if the Customer's monthly bill becomes delinquent. The Customer acknowledges that it is solely responsible for all local charges, long distance charges, miscellaneous charges, taxes, and directory assistance charges. If the Customer fails to pay its bill in a timely manner, then MetroNet Joint User Group, or its agent, may initiate action to collect all amounts owing including early termination damages and late charges. In the event MetroNet Joint User Group initiates any collection action, the prevailing party shall be entitled to recover its costs and reasonable attorney fees, including fees on any appeal. All amounts due, damages, costs, and attorney fees awarded to MetroNet Joint User Group shall bear interest at the rate of 1.5% per month until paid.
- F. Modifications: This Agreement shall not be amended or changed unless agreed in writing and signed by both parties. Additional services may be provided during the term of this Agreement upon the mutual written agreement of both parties. Such additional services will be deemed a part of this Agreement.
- G. Governing Law: This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute arising in connection with this Agreement shall be in King County, Washington.
- H. Entire Agreement: This Agreement, together with the documents referenced herein, constitutes the full and complete understanding between the parties, superseding any other agreements relating to these subjects. There are no binding verbal or implied agreements not contained in this document. If any provision in this Agreement is held by a court to be invalid, void or unenforceable, the remainder of the Agreement shall nonetheless remain unimpaired and in effect.

CUSTOMER INITIALS _____



January xx, 2002

Dear MetroNet Customer:

In response to numerous customer requests for additional and enhanced services, MetroNet is pleased to announce that it has entered into an agreement with Tel West Communications, LLC, a locally owned and managed, state-of-the-art company that provides high quality service to thousands of satisfied customers in over 20 states across the country. Under this agreement, as provided for in the terms and conditions of your Letter of Agency with MetroNet, Tel West will assume responsibility for facilitating all of your telecommunications services obtained through MetroNet.

Under MetroNet's agreement with Tel West, you will continue to receive the same high quality, dependable and affordable services you now receive, and you will soon be able to enjoy new services and enhanced features, such as private lines and broadband internet access. This agreement will not affect in any way the service you currently receive or the prices you pay for them, nor will it affect your ability to select another service provider, should you choose to do so, subject to the terms of any service contracts you may have with MetroNet. The Washington Utilities and Transportation Commission has been advised of this agreement, and has been provided a copy of this notice.

In the near future, a sales representative will be contacting you to explain the many exciting new services that will be available to you as a result of this agreement with Tel West. In the meantime, if you have questions or need assistance with your service, please call 206-223-1400.

Ken Seeley, President
MetroNet Services Corporation

Jeff Swickard, President
Tel West Communications, LLC
