

February 21, 2017

VIA FEDERAL EXPRESS

Ms Brinda Westbrook-Sedgwick Acting Commission Secretary Public Service Commission 1333 H Street, NW Suite 200, 2nd Fl, West Tower Washington, DC 20005

RE: In the Matter of the Application of Starpower Communications, LLC d/b/a RCN To Plan to Partially Abandon Service

Dear Ms. Sedgwick:

On behalf of Starpower Communications, LLC d/b/a RCN, enclosed for filing is an original and 15 copies of its Application to Partially Abandon Service and Exit Plan. Copies of the filing are being served in accordance with the attached Certificate of Service.

RCN is requesting confidential treatment for some of its responses and as such has included public and confidential copies.

Sincerely, nguch pu

Trudy M. Longnecker Tariff and Compliance Sr. Manager

Enclosure

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of February, 2017 a copy of the Application Supplement and Exit Plan of Starpower Communications, LLC d/b/a as filed with the Public Service Commission of the District of Columbia, was served by via Federal Express on the following:

Office of the People's Counsel 1133 15th Street, N.W., Suite 500 Washington, D.C. 20005

Dated:

Kabruary 21, 2017 April Jongu

BEFORE THE DISTRICT OF COLUMBIA PUBLIC UTILITY COMMISSION

In the Matter of the Application of : Starpower Communications, LLC d/b/a RCN : to Plan to Partially Abandon Service. :

Docket No.

APPLICATION TO PARTIALLY ABANDON SERVICE AND EXIT PLAN

Pursuant to 15 DCMR § 2700, Starpower Communications, LLC d/b/a RCN ("RCN") hereby respectfully requests Commission approval of a partial abandonment of its phone services in the District of Columbia ("DC"). Because RCN will continue to be a competitive local exchange carrier ("CLEC") in the District of Columbia, providing telecommunications services via its own network to residential and business service in DC, RCN seeks only partial abandonment for its phone services.

RCN intends to convert its customers to upgraded phone service by May 23, 2017 and is proposing to discontinue service only to those customers who do not elect to convert or migrate to an alternative carrier, which is expected to be few customers or possibly none. RCN asks to discontinue service to those customers that do not convert to the updated phone service by May 23, 2017 because the legacy equipment used to serve customers cannot be supported by new technology and equipment that RCN will be deploying in the District of Columbia.

In support of this Application, Starpower Communications, LLC d/b/a RCN, provides the

following exit plan information as required by 15 DCMR § 2700:

(1) A statement specifying the Exiting CLEC's proposed discontinuance of service date and, if there is an Acquiring Carrier, the proposed Cut-Off Date;

RCN is proposing to disconnect service on May 23, 2017 to any customers who have not elected to convert to the Company's upgraded phone service or migrated to an alternate provider. There is no Acquiring Carrier.

(2) A sample of the initial notice letter that will be sent to the Exiting CLEC's customers pursuant to subsection 2706.5;

REDACTED

- (3) Plans for follow-up customer notification arrangements, such as a second letter, phone calls or bill inserts; REDACTED
- (4) A date by which the Exiting CLEC's customers must select a new local exchange carrier;

May 23, 2017

(5) Contact names and telephone numbers for the Exiting CLEC's cutover coordinator, regulatory contact and other pertinent contact personnel (such as customer service record (CSR) and provisioning contacts);

Trudy Longnecker, Sr. Manager Tariff and Compliance Office: 312-955-4678, Fax: 703-434-8184 Trudy.longnecker@rcn.net

- (6) Any arrangements made for an Acquiring Carrier; Not Applicable. There is no Acquiring Carrier
- (7) Steps to be taken with the number code and/or pooling administrator to transfer NXX and thousand number blocks while preserving number portability for numbers within the code;

Not Applicable. RCN will continue to operate as a Competitive Local Exchange Carrier providing service to residential and business customers via its own facilities. For these reasons, RCN will continue to utilize telephone numbers. Thus NXX codes will not be returned to NANPA as a result.

(8) The current customer serving arrangements (for example, UNE-Platform, UNE-Loop, resale or full facilities) and the underlying Network Service Providers;

RCN is currently providing service via its own facility-based network.

- (9) To the extent feasible, a statement as to the following:
 RCN is a Competitive Local Exchange Carrier in the areas to be exited.
 Customers have a choice of two or three other providers to select.
 - (A) whether there are any customers for whom the Exiting CLEC is the only provider of facilities; NA
 - (B) the number of customers for whom the Exiting CLEC is the only provider of facilities; and NA
 - (C) the number of lines for which the Exiting CLEC is the only provider of facilities; NA
- (10) The number of customers impacted; **REDACTED**
- (11) A statement setting out the format in which the Exiting CLEC's customer service

records (CSRs) are being kept, what data elements are in these CSRs; and how the CSRs can be obtained by other carriers.

REDACTED

- (12) Any transfer of assets or control that requires Commission approval; Not Applicable RCN will continue to provide tariffed services to residential and business customers.
- (13) Plans to modify and/or cancel tariff(s); Not Applicable RCN will continue to provide tariffed services to residential and business customers.
- Plans for reimbursement of switchover fees;
 RCN will not reimburse switchover fees to customers who choose to migrate to an alternate provider.
- (15) Plans for treatment of customer deposits, credits, and/or termination liabilities or penalties; RCN billing department will review all accounts, process and submit order for refund of deposit and credits due to the customer. Customer should receive any refund or credit due within 30 – 45 days after disconnect.
- (16) A description of the arrangements made for payment of any outstanding taxes, fees, or other amounts owed to the Commission or any other agency of the District of Columbia; Not Applicable RCN will continue to provide services in the District of Columbia.
- (17) Plans for the transfer, removal or abandonment of any Exiting CLEC equipment or facilities on the customers' premises;

RCN will remove the equipment unless otherwise requested by the customer.

- (18) A statement on whether the Acquiring Carrier will be responsible for handling any complaints filed, or otherwise raised, against the Exiting CLEC prior to or during the migration of customers to the Acquiring Carrier; and Not Applicable There is no Acquiring Carrier.
- (19) Plans for unlocking the E911 database, including the letter detailed in subsection 2706.8. Not Applicable There is no acquiring carrier for customer who do not choose to upgrade to new the digital platform or affirmatively choose another carrier prior to the disconnect date. E911 records will be unlocked as part of the normal porting process for customers who migrate to an alternate provider.
- (20) Will home medical alert systems and home alarm systems be compatible with RCN's new network?

There are no known compatibility issues with the major security vendors (ADT, Brinks, etc. There are no known compatibility issues with home medical monitoring systems.

(21) Description of the network upgrade.

REDACTED

(22) Will the rates, terms and conditions for RCN's upgraded service be the same as the rates, terms and conditions of RCN's current service?

Yes. All rates, terms and conditions will remain the same.

CONCLUSION

For the reasons stated above, RCN requests that the Commission grant this Application to Partially Abandon Service and Exit Plan pursuant to 15 DCMR § 2700.

Respectfully submitted,

Juguch Trudy M. Longnecker

RCN Regulatory Sr. Manager, Tariff and Compliance Attachment A Customer Notice

REDACTED

Attachment B Customer Notice Timeline

REDACTED

VERIFICATION

I, Trudy M. Longnecker state that I am the Sr. Manager, Tariffs and Compliance of Starpower Communications, LLC d/b/a RCN; that I am authorized to make this Verification on behalf of Starpower Communications, LLC d/b/a RCN; that the contents with respect to Starpower Communications, LLC d/b/a RCN are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 21ST day of February, 2017.

Frudy M. Longnecker Sr. Manager, Tariff and Compliance Starpower Communications, LLC d/b/a RCN