

services. These separate issues are addressed in this section of our supplemental reply declaration.

A. Verizon Provides Interconnection.

169. There is no dispute that Verizon is provisioning commercial volumes of local interconnection trunks to CLECs. As of the end of September 2000, Verizon had over 307,000 local interconnection trunks in place. In the months of October through January, Verizon added approximately 47,000 local interconnection trunks.

170. During 2000, Verizon's local interconnection trunks carried on average over 1.8 billion minutes of traffic each month. Again, no party disputes the fact that Verizon has been able to construct a massive trunking network for the CLECs in Massachusetts in a remarkably short period of time.

171. Moreover, Verizon's performance in provisioning interconnection trunks is strong. During October through January, Verizon met 97.50 percent of the due dates for all CLEC interconnection trunks and 97.55 percent of the due dates for interexchange carriers. *See* Att. R.

172. Only one commenter – WinStar – challenges Verizon's performance in providing interconnection trunks. WinStar's attacks are based on old anecdotes that have no relevance to Verizon's current overall performance on interconnection trunking.

173. WinStar complains about a "major outage[]" in September 1999 when Verizon moved WinStar's interconnection trunks from one switch to another. WinStar Comments at 3. As we explained in our reply declaration, this outage was an isolated incident more than a year ago that was attributable to human error. Verizon took the appropriate action to correct the outage and responded to WinStar's concerns promptly.

Moreover, Verizon implemented a WinStar Service Improvement Action Plan to prevent or eliminate this type of outage from occurring in the future. Since that plan was implemented, WinStar has not experienced any further outages of this sort.

174. WinStar also claims that “[o]n August 8, 2000 through August 10, 2000, Verizon caused an outage in the Boston area by performing a modification on its switch that resulted in a drop of WinStar’s Carrier Identification Code” and that “calls from WinStar customers were not routed to the correct switch and were not completed.” WinStar Comments at 3. WinStar has the facts wrong. The calls that were not completed were interexchange calls that Sprint attempted to complete to the wrong Verizon tandem. The calls at issue were calls to end offices that subtend Verizon’s 5ESS tandem in Cambridge, but Sprint incorrectly delivered these calls to Verizon’s 4ESS tandem in Cambridge. Verizon properly intercepted these calls because they could not be completed from the wrong tandem (the Cambridge 4ESS). The problem stopped when Sprint presumably corrected the routing in its network without any further action by Verizon.

175. WinStar also claims that “Verizon caused another outage to occur on June 28, 2000 by mistakenly cutting a fiber.” WinStar Comments at 4. Once again, WinStar has the facts wrong. The fiber cut WinStar mentions did not occur in Massachusetts and was not caused by Verizon. It was a road construction crew working in Lancaster, Pennsylvania that cut Verizon’s fiber. *See* Att. S; *Oopsies! Key U.S. Telephone Line Cut on Rt. 30 By Balfour*, Lancaster New Era, at A-1 (June 29, 2000). In any event, Verizon has added WinStar to its Network Event Notification List to make sure WinStar receives timely notification of such events.

176. WinStar also asserts that Verizon's Firm Order Confirmations ("FOC") "provides very little, or no, notice of when Verizon actually will provision the ordered item." WinStar Comments at 6. This is not true. Verizon's FOC provides the due date when the order will be worked or provisioned. *See* Att. T. If Verizon provisions the trunks on the due date, but WinStar is not able to test and turn up the trunks on that date, Verizon will place that order into "Customer Not Ready" status. Verizon will then attempt to contact WinStar and reschedule the due date within the next 30 days. If WinStar is unable to do so, Verizon will place the facilities and equipment back into spare inventory so that they are available for use to fill orders from other CLECs.

177. In its initial comments, WinStar asserted that Verizon issued late FOCs on 4 out of 10 WinStar trunk orders. WinStar Comments at 4. As we explained in our reply declaration, WinStar had the facts wrong. Two of the orders that WinStar identified as having a late FOC were cancelled by WinStar, eliminating the need for Verizon to send a FOC to WinStar. Another order was simply a records change order that does not require a FOC. Only one out of the ten trunk orders received a late FOC. *See* Lacouture/Ruesterholz Rep. Decl. Att. A, which includes the details on these specific orders.

178. WinStar now claims it had no alternative to canceling these orders because "Verizon's systems automatically cancel provisioning orders that Verizon cannot provision." WinStar Comments at 6. Verizon's processes are, in fact, designed not to hold trunking orders open indefinitely so that the facilities initially assigned for the order can be reused to fill another order. The reason these orders were cancelled is because

WinStar was not ready to accept the trunks on the scheduled due date and did not reschedule the installation of these trunks.

179. WinStar also claims that “when Verizon provides sufficient notice such that WinStar is able to make the appointment, the Verizon technician will meet them and either tell them that the facilities are not available, or only deliver part of the order . . . [and] will count this as a FOC that was met.” WinStar Comments at 7. Once again, WinStar has the facts wrong. If Verizon can only provision a portion of the trunks requested due to a lack of facilities, Verizon creates and processes a service order for the portion of the request that can be provided. Verizon sends a FOC to the CLEC confirming the trunk delivery date for the portion of the CLEC’s trunk request that can be provided. Verizon thus informs CLECs well in advance of the installation due date that Verizon will only be able to install a portion of the trunks requested. When the facilities become available for the rest of the trunks requested, Verizon reprocesses the CLEC’s original trunk request and sends the CLEC another FOC confirming the date for installation of the remaining trunks.

180. WinStar also complains that “Verizon’s [ordering] system is particularly frustrating because if an order includes five alleged errors, it must be resubmitted five times before each error is captured by Verizon’s system.” WinStar Comments at 8. CLECs and IXC’s can electronically enter trunk orders (ASRs) into Verizon’s trunk ordering system through Network Data Mover. The ASRs use a long-standing industry-standard format with required data fields that must be populated by the CLEC in order for Verizon to accept and process the order. If the CLEC fails to populate the minimum industry standard data fields on the ASR (known as a “fatal error”), Verizon will stop the

ASR during the entry validation process and return the ASR to the CLEC. Once the CLEC eliminates any fatal errors from the ASR, the ASR passes the entry validation process and Verizon's ordering system sends the CLEC an acknowledgement that the ASR has been received and loaded into Verizon's ordering system. A further level of validation is then performed to ensure that the ASR contains accurate and complete information. If one or more errors is discovered during the second level of validation, Verizon notifies the CLEC of all of those errors at one time.

181. WinStar also claims that the average number of days it took for Verizon to provision trunks from the date of submission of the order to the date the order was "ready for service" was 97.2 days. WinStar Comments at 9. WinStar has the facts completely wrong. Verizon completed an analysis of WinStar's Attachment A that supposedly provides order history for recent WinStar trunk orders. Verizon's analysis indicates that of the 22 Purchase Order Numbers ("PONs") identified by WinStar, Verizon has no record of receiving nine of them. Of the remaining 13 PONs, 11 were either disconnects or cancellation orders. The remaining two PONs were the only two PONs where trunk provisioning was involved. In both cases, WinStar was not ready to test and turn up the trunks on their original due dates. *See* Att. U.

182. WinStar admits that its trunks have not experienced blockage, but claims that "several trunks are close to blockage." WinStar Comments at 9. Verizon's trunk performance shows that Verizon has consistently and proactively maintained interconnection trunking to minimize blocking for final trunk groups carrying traffic from Verizon to the CLECs. In addition, during the entire year of 2000, only one of WinStar's
**** **** dedicated final trunk groups in Massachusetts exceeded the engineering

design blocking level for one month. This one occurrence was the result of a transport facility failure, not a function of an insufficient amount of trunks from the Verizon tandem to WinStar's switch.

183. WinStar complains that it could not obtain two-way trunking from Verizon until recently and then implies that Verizon is only doing so because of its pending long distance application in Massachusetts. WinStar Comments at 9-11. This is not true. WinStar could have ordered two-way measured interconnection trunks through Verizon's state tariffs. *See* MA DTE Tariff No. 17. The two-way trunking provisions in that tariff have been in effect since September 2000. Verizon also offered to amend its interconnection agreement with WinStar to allow for provisioning of two-way measured trunks, but WinStar has elected to request two-way measured trunks under the provisions of Verizon's state tariffs.

184. WinStar also claims that Verizon is limiting WinStar to 24 trunks with 64 Kbps Clear Channel capability at the Cambridge tandem. WinStar Comments at 11. None of the 192 DS0 trunks identified by WinStar are CLEC local interconnection trunks. They are instead switched access Feature Group D trunks from Verizon's access tariffs that Verizon provides directly to interexchange carriers. WinStar obtained these trunks as an interexchange carrier, not a CLEC. As such, these trunks are not part of the Section 271 checklist. While it is true that Verizon limited WinStar (the interexchange carrier) to 24 trunks with 64 Kbps Clear Channel capability at its Cambridge 4ESS tandem, Verizon did so on a nondiscriminatory basis in accordance with the industry allocation process described in our declaration in Docket No. 00-176. Under this industry allocation process, Verizon provided 64 Kbps trunks to CLECs that could

demonstrate a need for them. Verizon indicated its willingness to work with WinStar and any other carrier to provide additional 64 Kbps trunks from the Cambridge tandem where 64 Clear Channel traffic volume warranted, but WinStar never attempted to demonstrate any such need. *See* Lacouture/Ruesterholz Rep. Decl. Att. B. In fact, Verizon's analysis of WinStar's 64 Kbps dedicated final trunk group to the Cambridge 4ESS in June 2000 showed that WinStar's trunk utilization (trunks required divided by trunks in service) was approximately **** percent. This is a conservative calculation based on all traffic operating over this trunk group (56 Kbps and 64 Kbps), not just the 64 Kbps Clear Channel traffic.

185. WinStar also claims that it is experiencing delays in obtaining trunks to its hubs in major markets. WinStar Comments at 12. None of the "trunks" identified by WinStar are interconnection trunks or unbundled interoffice facilities. They are instead high capacity special access services from Verizon's access tariffs that Verizon provides directly to interexchange carriers. In fact, Verizon delivers WinStar's interconnection traffic to points other than the hubs mentioned in its comments. They have nothing to do with the checklist.

186. Global Crossing complains that Verizon has not been provisioning access services in a timely fashion and that Global Crossing has experienced increased call blockage. Global Crossing Comments at 4. First, Global Crossing is only addressing access services and these services are not part of the checklist. Second, Global Crossing currently has **** alternate final switched access trunk groups in service between Verizon's tandems in Massachusetts and Global Crossing's switch. A traffic study review of those trunk groups over a four-week period in January and February

2001 indicated that none of these trunk groups exceed their engineering design threshold for blocking. In fact, the average utilization of those trunk groups during this period was approximately 70 percent.

B. Verizon Provides Collocation.

187. There is no dispute that Verizon is provisioning commercial volumes of collocation. Through September 2000, Verizon had already provided over 1,600 collocation arrangements. During October through January, Verizon provided another 104 physical collocation arrangements and 376 collocation augments. In December, Verizon's completed 100 percent of new physical collocation arrangements on time and 98.7 percent of augments on time, after adjusting for the effects of the strike. *See* Att. V. In January 2001, Verizon's performance returned to pre-strike levels. Verizon completed 95 percent of new physical collocation arrangements on time and 95.52 percent of augments on time without any adjustment. *See* Att. A.

188. With the exception of collocation augments for line sharing, which we address in Section III above, the only collocation issues raised by commenters concern certain charges for Verizon's collocation offerings. These issues largely reflect a misunderstanding on the part of the CLECs and do not undercut the fact that Verizon's collocation offerings satisfy all checklist requirements.

189. Two commenters – Covad and ALTS – challenge Verizon's charges for power at collocation arrangements. They claim that Verizon supplies power to caged collocation arrangements over two different power feeds, the A and the B feeds, and charges for power on both the A feed and the B feed. They further claim that CLECs draw power from "the A feed or the B feed, but not both," because, they say, the second

feed is merely a redundant backup in case the first feed fails. ALTS Comments at 12.

Neither of these comments provides any evidence in support of their claims.

190. First, Verizon's collocation power rates and rate structure were approved by the Massachusetts Department of Telecommunications and Energy as part of its Consolidated Arbitration proceeding. *See* Application, App. H, Tab 522 at 17-22 (Phase 4G Order); Application, App. H, Tab 593 (Phase 4I Order). CLECs raised these same arguments in that proceeding and the Department rejected those arguments. The Massachusetts Department of Telecommunications and Energy has reaffirmed in its comments in this proceeding that Verizon's "method of estimating power costs was sound, because it properly accounted for incremental energy costs associated with providing power to the CLECs' equipment." MA DTE Initial Comments (CC Docket No. 00-176) at 40.

191. Second, Verizon revised its collocation rates effective February 12, 2001, to charge for the load amps requested by the CLECs on each power feed, rather than the number of fused amps. *See* Att. W. This means that if a CLEC requests 40 load amps on a power feed and Verizon fuses that power feed at 60 amps per industry standards, the CLEC will have the capability to use up to 60 amps on that power feed but will only be charged for 40 amps. In changing the tariff to charge for collocation power based on load, Verizon reserved the right to charge the CLEC for the total fused capacity of each feed if the CLEC is found to be exceeding the load they specified for each feed. *See id.*

192. Third, Verizon does not require CLECs to take a primary power feed and a back-up feed. It is up to the CLEC to determine the number of power feeds to be delivered to each collocation arrangement. *See* Att. X. CLECs have, in fact, ordered as

many as 16 power feeds to a single collocation arrangement. Regardless of the number of power feeds requested by the CLEC, all power feeds in a central office draw power from the same power source. If that power source fails, none of the power feeds to the CLECs' or Verizon's telecommunications equipment will be able to supply power. As a result, the second feed is clearly not just a backup power feed.

193. Moreover, it is the CLEC – not Verizon – that specifies the number of load amps on each feed. *See id.* How the CLEC redistributes the DC power to the individual equipment components in each collocation arrangement is the sole responsibility of the CLEC and its installation vendor. If a CLECs wants to power a piece of equipment that draws 40 amps with two power feeds, the CLEC can order two power feeds with 20 load amps on each feed for a total of 40 load amps. Verizon will then bill the CLEC for the number of load amps requested by the CLEC on each power feed. In accordance with standard engineering practices, Verizon will fuse each power feed at a higher amp level than the load level requested by CLEC.

194. Of course, CLECs are also free to negotiate other power configurations for their collocation arrangements. For example, although no CLEC has submitted a collocation application requesting a single power feed in a collocation arrangement, any CLEC could negotiate such a power configuration with Verizon.

195. Finally, the premise of the CLECs' argument is that they are only drawing power on the "primary" power feed while the "back-up" power feed remains dormant. Neither Covad nor ALTS have provided any factual documentation to support this allegation. Verizon is aware of no telecommunications equipment in its own network

that performs in a configuration where one of the power feeds sits idle and is used only in the event of a failure of the other power feed.

196. Moreover, the CLECs' premise is simply not correct because CLECs are, in fact, drawing power on all of the power feeds to their collocation arrangements. During the first week of February 2001, Verizon tested the power feeds serving 298 collocation arrangements in 32 Massachusetts central offices. This sampling included the collocation arrangements of 32 different CLECs. The tests were conducted at Verizon's Battery Distribution Bays (BDFB) or Power Distribution Bays (PDB) where the CLEC power feeds are fused. Of these 1,022 power feeds, 994 – 97.26 percent – were drawing power on both feeds at the time of the test. *See* Att. Y. And in the isolated cases where the power feeds were not drawing power, Verizon did not audit the CLEC equipment to identify if the power feeds were actually connected to the CLECs equipment or if the CLECs equipment had any trouble condition. More importantly, of the **** Covad collocation arrangements that were tested, there was only one location that had no load on either the A or the B feed. At the remaining **** Covad collocation arrangements, there were **** A-feeds and **** B-feeds all drawing power with a load on *each* feed. It is evident that CLECs are using both the A and B feeds to power their equipment, there is power being drawn on both the A and the B feeds, and the CLECs do not use the B feed as merely a redundant backup feed.

197. The fact of the matter is that CLEC equipment is designed to draw power either from two power feeds simultaneously or from a single power source. For example, a piece of equipment that requires 40 amps will, in normal operation, typically draw 20 amps from the "A" power feed and 20 amps from the "B" power feed. It is only where

there is some failure, such as a blown fuse, that the CLEC equipment will draw power from only one power feed, either the A or B feed, depending on which feed loses power. In this situation, the CLEC should order 20 amps for the “A” power feed and 20 amps for the “B” feed. It is therefore entirely appropriate to charge CLECs for the power they request on multiple power feeds.

198. It is also appropriate to charge CLECs for collocation power based on the amount of power and the number of power feeds requested by the CLECs on their collocation applications. Verizon’s costs of providing power to collocation arrangements is largely comprised of fixed cost investments in DC power equipment that can deliver the power load specified by the CLECs. This power equipment includes DC batteries, switches for AC power and emergency generators, rectifiers, controllers, power distribution boards, ground windows, bus bars, and cabling cable support. *See Att. Z.* These investment costs do not decline when a CLEC requests, for example, 40 amps of capacity on a power feed, but then draws less than 40 amps on that feed.

199. ALTS also claims that “Verizon was charging more for power in its state tariffs for cageless collocation – an offering not available through its federal tariffs.” ALTS Comments at 14. The Commission required Verizon to offer cageless collocation pursuant to the requirements of Section 251 of the Act. Verizon satisfies this Commission requirement through cageless collocation offerings available under Verizon’s state tariff. The Commission did not require incumbent carriers to offer cageless collocation arrangements under the Commission’s Expanded Interconnection regime. Verizon’s federal tariffs therefore do not include cageless collocation offerings.

200. Moreover, the difference in collocation power rates between Verizon's federal tariffs and its Massachusetts state tariffs is largely a function of timing. Verizon's federal collocation power rates are based on an old cost study that was completed in 1991.

C. Verizon Provides Pole Attachments.

201. Verizon unquestionably continues to provide access to its poles and conduit. As of January 2001, Verizon has provided over 1,064,000 pole attachments and over 2,873,000 feet of conduit in Massachusetts. In 2000, Verizon licensed over 14,500 pole attachments, which is 45 percent more than it licensed in 1999. In addition, Verizon licensed over 417,000 feet of conduit, which is an increase of 41 percent over what was licensed during 1999.

202. Only one CLEC – Fiber Technologies – raises any new issues with regard to Verizon's pole attachment performance. In its comments, Fiber Technologies claims that Verizon "has demonstrated an unwillingness or inability to issue the pole licenses essential to Fiber Technologies' construction of its network." Fiber Technologies Comments at 2. Fiber Technologies also complains that, "[Verizon] has failed to issue pole attachment licenses or make-ready estimates within 45 days of application or to complete make-ready work within 180 days" for Fiber Technologies' June 2000 applications for Worcester and Springfield. Fiber Technologies Comments at 4. Fiber Technologies fails to mention its own deficiencies in both the application and the field survey process, as well as Verizon's efforts to facilitate licensing of the poles in spite of these deficiencies.

203. Verizon took several steps (as it would with any carrier) designed to ensure that Fiber Technologies would properly complete its applications. First, Verizon provided Fiber Technologies with written procedures designed to assist customers with the application process prior to Fiber Technologies' initial submission of its applications. *See Lacouture/Ruesterholz Decl. (Docket No. 00-176), Att. P.* Second, Verizon conducted several project meetings with Fiber Technologies to provide further assistance with the proper submission of application forms and to understand the company's project needs. However, Fiber Technologies failed to complete properly *any* of the 57 applications (representing over 4510 attachments) it originally filed in June 2000. For example, many applications failed to identify the poles to which Fiber Technologies wished to attach, or combined poles from several different municipalities on the same application. (Verizon requires separate applications for each municipality because each municipality is potentially served by a different Electric Utility and Verizon must coordinate field surveys with the various power companies.) Within a week of receiving these applications, Verizon met with Fiber Technologies and advised it that its applications were incomplete or otherwise improper. Fiber Technologies did not resubmit these applications until July 15 and August 21, 2000. Upon resubmission, one-quarter of the resubmitted applications continued to be incorrect, and twelve were cancelled.

204. In addition, the Worcester and Springfield applications covered more than 4,510 poles in 27 different municipalities and involved coordination with six different electric utilities. Verizon advised Fiber Technologies that the applications would be

handled on a project management basis and asked Fiber Technologies for a prioritization list.

205. In order to process Fiber Technologies' applications, engineers from Verizon and Fiber Technologies (and, for jointly owned poles, from the electric utility) must visually inspect each pole. Fiber Technologies only has two engineers available, one in Springfield and one in Worcester, for these site surveys and an engineer can survey approximately 75 poles per day. Using Fiber Technologies' two engineers all day, every day, with over 4,500 poles listed on the applications, it would take over 30 business days to survey all of the poles.

206. In addition, while Verizon has attempted to be very flexible regarding scheduling survey dates, Verizon cannot control the pace at which the joint owner of the pole conducts surveys. For example, while Verizon conducts surveys four days a week in the Springfield area, the Massachusetts Electric Company is only surveying two days a week. Additionally, as stated above, Fiber Technologies only has one representative in this area. To further exacerbate scheduling difficulties, some electric companies recently decided not to participate in the three-party survey process. Instead, Verizon must complete a survey with Fiber Technologies, and then review the results with the electric company. Accordingly, in spite of Verizon's continued flexibility regarding scheduling, completing surveys with all three parties has been difficult.

207. Nevertheless, Verizon continues to work to license the applications, coordinating with Fiber Technologies and the affected utility companies, in the priority order established by Fiber Technologies. Of the original 57 applications filed in June and resubmitted in July and August, 12 were cancelled by Fiber Technologies. Of the 45

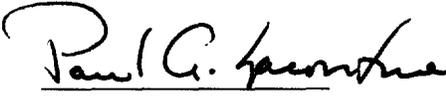
open applications, Verizon has licensed one application, completed its portion of the field surveys on another 22, and is working with Fiber Technologies to accommodate its changing priorities on 10. Further, Verizon is working with the power company to facilitate completion of the remaining 13 field surveys, including 8 where Verizon completed an initial survey, but in discussions with the power company it was determined that additional field survey information is needed. As we explained in our declaration in Docket No. 00-176, Verizon has and will continue to add resources and union employees as needed to meet increases in demand from CLECs, including Fiber Technologies.

D. Massachusetts Performance Assurance Plan.

208. Several commenters challenge the sufficiency of the revised Performance Assurance Plan that Verizon filed with the Massachusetts DTE on January 30, 2001. *See Ex Parte* Letter from D. May to M. Salas (Feb. 3, 2000). That Plan is the same as Verizon's New York Plan and allocates bill credits among the Modes of Entry, Critical Measures, Special Provisions, and CCAP in exactly the same proportion as in New York. *See* Att. AA.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 28, 2001


Paul A. Lacouture

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 28, 2001


Virginia P. Ruesterholz