



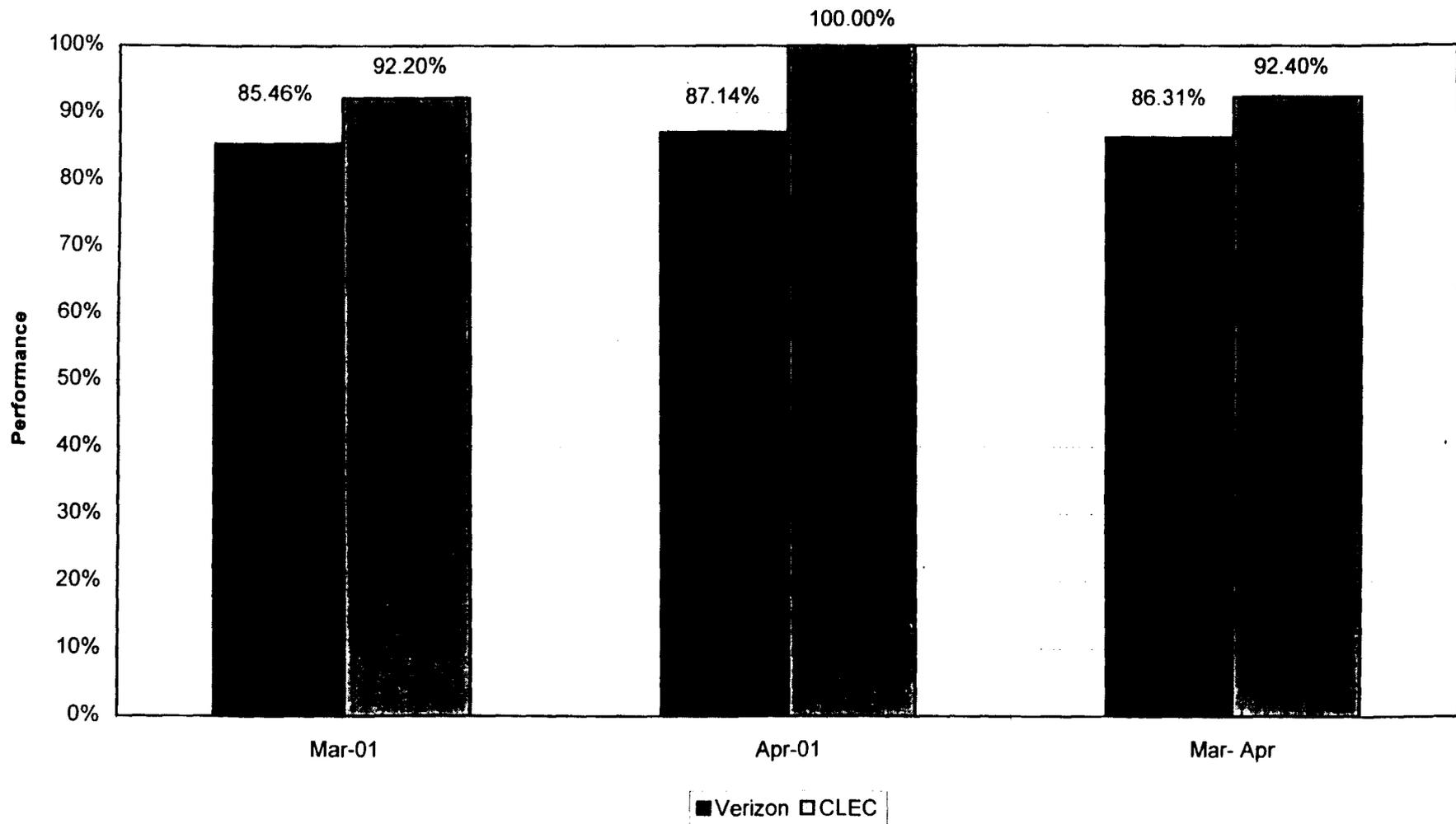
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REPLY DECLARATION OF PAUL A. LACOUTURE AND
VIRGINIA P. RUESTERHOLZ

ATTACHMENT 43

**New York - Resale
Provisioning - % Appointments Met - Verizon - Dispatch
(Inverse of PR-4-04)
Mar - Apr 01**



**New York - Resale
Provisioning - % Missed Appointments - Verizon - Dispatch (PR-4-04)
Mar - Apr 01**

PR-4-04

Mar-01 Apr-01 Mar- Apr

VZ	
Performance	
Observations	
CLEC	
Performance	
Observations	

14.54%	12.86%	13.69%
79643	81950	

7.80%	0.00%	7.60%
1384	36	

% Appointments Met = Inverse of PR-4-04

VZ

85.46%	87.14%	86.31%
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CLEC

92.20%	100.00%	92.40%
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REPLY DECLARATION OF PAUL A. LACOUTURE AND
VIRGINIA P. RUESTERHOLZ

ATTACHMENT 44

**New York - Resale
Maintenance Performance
Dec 00 - Apr 01**

	<u>December</u>		<u>January</u>		<u>February</u>		<u>March</u>		<u>April</u>	
	VZ	CLEC	VZ	CLEC	VZ	CLEC	VZ	CLEC	VZ	CLEC
Trouble Report Rate										
Network Trouble Report Rate - Loop (MR-2-02)	1.30	0.62	1.45	0.70	1.24	0.68	1.50	0.83	1.45	0.71
Network Trouble Report Rate - C.O. (MR-2-03)	0.19	0.16	0.21	0.18	0.21	0.17	0.20	0.18	0.19	0.15
Missed Repair Appointments										
% Missed Repair Appointment - Loop Bus. (MR-3-01)	10.43	11.09	13.10	8.62	13.36	8.47	13.46	7.60	12.92	8.55
% Missed Repair Appointment - Loop Res. (MR-3-01)	6.25	5.72	9.21	7.93	8.85	7.13	8.00	4.78	8.82	8.41
Repeat Trouble Reports										
% Repeat Reports w/in 30 Days (MR-5-01)	20.10	19.31	20.77	22.00	20.39	19.91	20.60	21.04	20.78	19.41



**REPLY DECLARATION OF PAUL A. LACOUTURE AND
VIRGINIA P. RUESTERHOLZ**

ATTACHMENT 45

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Sandra Dilorio Thorn
Vice President & General Counsel, NY & CT



April 20, 2001

Ms. Louise E. Rickard
Acting Executive Secretary
Department of Public Utility Control
10 Franklin Square
New Britain, Connecticut 06051

**Re: Docket No. 97-01-23 – Application of New York Telephone Company
Pursuant to Section 271 of the Telecommunications Act of 1996**

Dear Acting Executive Secretary Rickard:

Verizon New York Inc. (“Verizon New York”) respectfully submits an original and 13 copies of modifications to its Statement of Generally Available Terms & Conditions (“SGAT”) pursuant to Order Numbers 1 and 4 in the Final Decision issued by the Department of Public Utility Control (“DPUC”) on April 11, 2001.

This filing is submitted utilizing the electronic transfer method in accordance with the Department’s “Procedural Order Regarding Filing Procedures.” Paper copies will also be sent by overnight delivery to the Department and the Parties to this proceeding.

Respectfully submitted,

Enclosure

cc: Service List
Office of Consumer Counsel (2 copies)

NETWORK INTERCONNECTION SERVICES

4. CLEC NET-I Services (Cont'd)

4.1 CLEC Switched Service (Cont'd)

4.1.3 Types of Transport to the Interconnection POT (Cont'd)

4.1.3.2 **Points of Interconnection ("POI").** As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point as described in Section 4.1.3.5. To the extent the originating Party's POI is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.1.3.3 **Geographic Relevance.** A "geographically relevant" IP shall mean an IP that is located within the Telephone Company's local calling area of equivalent Telephone Company end user customers, but no greater than twenty five (25) miles from the Telephone Company Rate Center Point of the Telephone Company NXX serving the equivalent relevant end user customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing the Telephone Company local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. Geographically Relevant Interconnection Points ("GRIPs") will not be required until such time as approved by the NYPSC.

4.1.3.4 The Parties shall configure separate one-way trunk groups for traffic from the CLEC to the Telephone Company, and for traffic from the Telephone Company to the CLEC, respectively; however, either Party may at its discretion request that its trunk groups be equipped as two-way trunks for testing purposes.

4.1.3.5 Physical Architectures

- (A) The CLEC shall have the sole right and discretion to specify any of the following three methods for interconnection at any of the Telephone Company-IPs:
 - (i) a physical or virtual Collocation node the CLEC has established at the Telephone Company-IP; and/or
 - (ii) a physical or virtual Collocation node established separately at the Telephone Company-IP by a third party with whom the CLEC has contracted for such purposes; and/or
 - (iii) an Entrance Facility and transport (where applicable) purchased from Section 6 of the State of Connecticut No. 8 Tariff (and any necessary multiplexing), to the Telephone Company-IP.
- (B) The CLEC shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a the Telephone Company-IP pursuant to Section 5.

NETWORK INTERCONNECTION SERVICES

4. CLEC NET-I Services (Cont'd)

4.1 CLEC Switched Service (Cont'd)

4.1.7 Other Rate Regulations (Cont'd)

(C) Measuring CLEC Access Minutes

CLEC traffic to Meet Point A Arrangements will be measured by the Telephone Company at end office switches. Terminating calls will be measured by the Telephone Company to determine the basis for chargeable access minutes. For terminating calls for CLEC Switched Service, the measured minutes are the chargeable access minutes.

CLEC Switched access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

For terminating calls over CLEC Switched Service, the measurement of access minutes begins when the Telephone Company's terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over CLEC Switched Service ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the CLEC's network, whichever is recognized first by the entry switch.

- (D) Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section, but instead shall be treated as described or referenced below:
- (i) Local Traffic originating with a third party carrier and delivered by the Telephone Company to the CLEC shall be treated as Tandem Transit Service under Section 2.3.11(E).
 - (ii) For any traffic originating with a third party carrier and delivered by the CLEC to the Telephone Company, the CLEC shall pay the Telephone Company the same amount that such third party carrier would have been obligated to pay the Telephone Company for termination of that traffic at the location the traffic is delivered to the Telephone Company by the CLEC.
 - (iii) Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with the Section.
 - (iv) Pursuant to an order of the Department of Public Utility Control, and not on a voluntary basis, Verizon will compensate CLECs who have interconnected with Verizon under the terms of this SGAT for the costs incurred by such CLECs in receiving and handing off Compensable Internet Traffic that originates on Verizon's network. Such compensation shall not exceed the Reciprocal Compensation rates applicable to termination of Local Traffic under

NETWORK INTERCONNECTION SERVICES

4. CLEC NET-I Services (Cont'd)

4.1 CLEC Switched Service (Cont'd)

4.1.7 Other Rate Regulations (Cont'd)

(D) (Cont'd)

(iv) (Cont'd)

the terms of this SGAT. Verizon's obligation to pay such compensation shall be conditioned upon the CLEC's consent to compensate Verizon, at a symmetrical rate, for Compensable Internet Traffic that originates on the CLEC's network. As used herein, Compensable Internet Traffic shall mean only dial-up, switched Internet Traffic that is originated by an end-user subscriber of one Local Exchange Carrier, is handed off to the switched network of the other Local Exchange Carrier, and then is handed off by the receiving Local Exchange Carrier to an Internet Service Provider whose interactive facilities are physically located in the same Local Calling Area applicable to the originating end-user. Notwithstanding this or any other provision in this Agreement, if the Department of Public Utility Control, the Federal Communications Commission, or a court of competent jurisdiction should issue or release an order, or if a federal or state legislative authority should enact a statute, that by its terms (i) specifies that the Department of Public Utility Control is not empowered to require payment of intercarrier compensation on Internet Traffic, or (ii) specifies a rate or rate structure for reciprocal compensation, intercarrier compensation, or access charges that is to apply to Internet Traffic, then Verizon, in its sole discretion, may elect to withdraw the terms set forth in this paragraph and terminate any obligation to compensate CLECs for Internet Traffic hereunder. In no event shall Verizon's offering of the terms set forth in this paragraph, or its compliance with the above-referenced order of the Department of Public Utility Control, be deemed to be a voluntary agreement to pay intercarrier compensation on Internet Traffic, or a waiver of Verizon's rights to contest, in any appropriate forum, this or any other purported requirement to pay intercarrier compensation on Internet Traffic.

- (v) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- (vi) IntraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Greenwich and Byram shall be treated in accordance with an arrangement mutually agreed to by the Parties.
- (vii) Any other traffic not specifically addressed in this Section shall be treated as provided elsewhere in these Terms and Conditions, or if not so provided, as required by the applicable tariff of the Party transporting and/or terminating traffic.

NETWORK INTERCONNECTION SERVICES

4. CLEC NET-I Services (Cont'd)

4.1 CLEC Switched Service (Cont'd)

4.1.7 Other Rate Regulations (Cont'd)

- (E) Nothing in these Terms and Conditions shall be construed to limit either Party's ability to designate the areas within which that Party's customers may make calls which that Party rates as "local" in its Customer Tariffs.
- (F) Each Party reserves the right to audit all traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- (G) The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective customers in Greenwich and Byram in accordance with an arrangement mutually agreed to by the Parties.

4.1.8 Mileage Measurement

The mileage to be used to determine the dedicated transport fixed and per mile monthly rates is defined in the State of Connecticut No. 8 Tariff.

4.2 Optional Services

The CLEC has the responsibility for properly sizing and ordering specified ports and specific trunks between specific locations. Orders must be placed in writing to the Telephone Company.

The Telephone Company may, at the CLEC's request, develop and implement customized services and network requirements for other optional services, such as operator, billing and database services to CLECs.

The Telephone Company will make the following optional services available to the CLEC: