CLEC line sharing orders in Vermont, as of January 2002, Verizon has provisioned over 2,900 line sharing arrangements in Massachusetts for unaffiliated CLECs.

60. Verizon is continuing to provision CLEC line sharing orders when CLECs want them. Because of the low CLEC line sharing volumes in Vermont, Massachusetts data is more probative of Verizon's line sharing performance. In addition, because most line sharing orders do not require a dispatch outside of the central office, the provisioning measures for the no-dispatch line sharing orders are the most significant. During September, October and November 2001, Verizon missed less than one percent of no-dispatch orders for both CLECs in Massachusetts (PR-4-05-3343). During December and January, Verizon did not miss any no-dispatch orders for CLECs in Massachusetts. *See* Reply App. B, Tab 4 at 174. This means that Verizon is installing over 99 percent of line sharing orders on time in Massachusetts.

61. Verizon reports another provisioning measure – percentage of loops completed within 3 business days (PR-3-03-3343). Although the Commission has not relied on similar measures in the past and need not do so here, Verizon's performance for this measure is nevertheless good. In our initial declaration, we showed that Verizon's ability to provision line sharing orders within three business days when a three business-day interval was requested was 98 percent for CLECs and VADI in Massachusetts during September, October and November 2001. Verizon's performance under this measure for CLECs during December and January was 100 percent for CLECs in Massachusetts and nearly 100 percent for VADI. *See* Reply App. B, Tab 4 at 172.

62. Verizon is also continuing to provide line sharing arrangements to CLECs with a high degree of quality. As we explained in our declaration, during September,

October and November 2001, fewer than 2.31 percent of the line sharing arrangements in Massachusetts had troubles reported within 30 days of installation (PR-6-01-3343). During December 2001, the line sharing I-Code rate in Massachusetts was 1.80 percent. During January 2002, the line sharing I-Code rate in Massachusetts was 1.04 percent. *See* Reply App. B, Tab 4 at 176.

63. As we explained in our initial declaration, there continues to be very little CLEC maintenance and repair activity for line sharing in Massachusetts. During September, October and November 2001, CLECs submitted fewer than 30 measured line sharing trouble tickets in Massachusetts (MR-2-02-3343 and MR-2-03-3343). During December and January, CLECs submitted a total of only 12 measured line sharing trouble tickets in Massachusetts. *See* Reply App. B, Tab 4 at 221. With such low volumes of CLEC trouble tickets, the performance data can fluctuate significantly based on the results for a handful of trouble tickets. Nevertheless, the limited performance data that is available demonstrates that Verizon is providing CLECs with excellent maintenance and repair service for line sharing.

64. The first measure on which the FCC has relied in the past tracks the percentage of repair appointments that Verizon misses. Most line sharing troubles are found in the central office and therefore do not require an outside dispatch. Consequently, the Percent Missed Repair Appointment – Central Office measure (MR-3-02-3343) is the most significant indicator of Verizon's line sharing performance. In Massachusetts, where CLECs have submitted only 29 central office troubles during September, October and November 2001, there are not enough observations to make this a meaningful measure. Nevertheless, Verizon met all but one CLEC repair appointments

during that time period. During December 2001, Verizon received only 4 central office troubles and met all CLEC repair appointments in Massachusetts. During January 2002, Verizon received only 5 central office troubles and met all CLEC repair appointments in Massachusetts. *See* Reply App. B, Tab 4 at 222.

65. The second maintenance and repair measure is the Repeat Trouble Report measure, which tracks the number of repeat trouble reports within 30 days of an initial repair (MR 5-01-3343). During September, October and November 2001, Verizon received repeat trouble reports for only 5 CLEC line sharing arrangements in Massachusetts. During December 2001, Verizon received only one repeat trouble report for CLEC line sharing arrangements in Massachusetts. During January 2002, Verizon received only 4 repeat trouble reports for CLEC line sharing arrangements in Massachusetts. *See* Reply App. B, Tab 4 at 226.

66. Mean time to repair is the third maintenance and repair measure. As with the other maintenance measures, the mean time to repair measure for central office troubles is the more relevant measure. During September, October and November 2001, Verizon's mean time to repair line sharing central office troubles in Massachusetts was in parity with 6.94 hours for CLECs and 11.82 hours for VADI (MR-4-02-3343). During December 2001, Verizon's mean time to repair line sharing central office troubles in Massachusetts was 2.27 hours for CLECs and 11.63 hours for VADI. During January 2002, Verizon's mean time to repair line sharing central office troubles in Massachusetts was 7.22 hours for CLECs and 10.26 hours for VADI. *See* Reply App. B, Tab 4 at 224.

67. Although the FCC has found it unnecessary to rely on the total trouble report rate in the past, the performance for this measure is excellent. The total trouble

report rate measures the overall reliability of line-shared loops. As with DSL loops, the sum of troubles found in the outside plant portion of the loop (MR-2-02-3343) and troubles found in the central office (MR-2-03-3343) provides a total picture of troubles with line-shared loops. In Massachusetts, during September, October and November 2001, the weighted average of the total trouble report rate was less than one percent for both CLECs and VADI. During December 2001 and January 2002, the total trouble repair rate was again less than one percent. *See* Reply App. B, Tab 4 at 221.

III. Verizon Provides Other Checklist Items.

68. We demonstrated that Verizon provides all other checklist items in Vermont and that Verizon's performance in both Vermont and Massachusetts is excellent. With one exception, no commenter challenged Verizon's other checklist items. In this section of our reply declaration, we address the issues raised by CTC regarding dark fiber. We also provide updated data showing that Verizon's performance continues to be strong.

a. Interconnection.

69. We demonstrated in our declaration that Verizon's interconnection service offerings, processes and procedures in Vermont are the same as those in Massachusetts, which the Massachusetts DTE and the FCC found met the requirements of the Telecommunications Act of 1996. We also demonstrated that Verizon's performance in providing interconnection trunking is strong. During September, October and November 2001, Verizon completed 100 percent of CLEC trunk orders for CLECs in Vermont on time (PR-4-01-5000) and had no installation troubles reported within 30 days on interconnection trunks (PR-6-01-5000). During December 2001 and January 2002,

Verizon likewise completed 100 percent of CLEC trunk orders in Vermont on time and had only 4 installation troubles on interconnection trunks. *See* Reply App. B, Tab 3 at 239, 241.

70. Verizon's trunking performance in Massachusetts continues to be strong. During September, October and November 2001, Verizon completed 97.47 percent of CLEC trunk orders on time (PR-4-01-5000) and had one installation trouble reported within 30 days on interconnection trunks (PR6-01-5000). During December and January, Verizon completed 100 percent of CLEC trunk orders on time in Massachusetts and had no installation troubles reported within 30 days on interconnection trunks. *See* Reply App. B, Tab 4 at 242, 244.

b. Collocation.

71. Verizon's collocation performance has continued to be strong in Vermont. As we explained in our declaration, during September, October and November 2001, Verizon completed 3 new physical collocation arrangements and 4 augments to existing physical collocation arrangements in Vermont, which are too few to provide meaningful performance results. Nonetheless, all of those arrangements and augments were completed on time (NP-2-05-6701, NP-2-06-6701, NP-2-05-6702, NP-2-05-6712 and NP-2-06-6702). During December 2001, Verizon completed 6 new collocation arrangements and one collocation augment in Vermont and all of those arrangements and augments were completed on time. During January 2002, Verizon did not complete any new collocation arrangements or collocation augments in Vermont. *See* Reply App. B, Tab 3 at 248, 250.

72. Verizon's collocation performance in Massachusetts has also continued to be strong. During September, October and November 2001, Verizon completed 18 new physical collocation arrangements and 44 augments to physical collocation arrangements in Massachusetts, which are too few to provide meaningful performance results. Nonetheless, all of these collocation arrangements and augments were completed on time (NP-2-05-6701, NP-2-06-6701, NP-2-05-6702, NP-2-05-6712 and NP-2-06-6702). During December 2001, Verizon completed one new collocation arrangement and 10 collocation augments in Massachusetts and all of those new collocation arrangements and augments were completed on time. During January 2002, Verizon completed 8 collocation arrangements and 19 collocation augments in Massachusetts and all of those arrangements and augments were completed on time. *See* Reply App. B, Tab 4 at 251, 254.

73. Only one CLEC – CTC – raises any issues with Verizon's collocation offering. CTC complains it should not have to pay for two collocation arrangements that Verizon completed at CTC's request. CTC at 4-8. We fully addressed this matter in our initial declaration, and will not rehash all of the facts here. *See* Lacouture/Ruesterholz Decl. ¶¶ 69-74. CTC itself acknowledges that its collocation claims are already the subject of a pending informal complaint with the Commission. CTC at 3. Since this issue is already being addressed in other proceedings, there is no need for the Commission to address CTC's claims here. Nonetheless, CTC raises a few points that warrant clarification.

74. First, CTC claims that Verizon did not provide CTC with access cards, keys and identification cards necessary to obtain access to the collocation arrangements

Verizon constructed on its behalf. CTC at 8. As we previously explained, Verizon was prepared to grant CTC access and occupancy to the Winooski and White River collocation arrangements it completed on CTC's behalf when CTC attended the Collocation Acceptance Meeting ("CAM"). *See* Lacouture/Ruesterholz Decl. ¶ 72. If CTC had attended the CAM meeting for the Winooski office, Verizon would have provided it with the necessary keys, access cards and other identification materials at that time. In fact, when CTC finally attended a CAM meeting for the White River Junction office (nine months after Verizon completed the arrangement), Verizon did provide CTC with the keys and access cards for that collocation arrangement.

75. Second, CTC claims it should not have to pay non-recurring charges for the Winooski and White River Junction collocation arrangements because Verizon did not construct collocation cages for these arrangements. CTC at 7. CTC ordered its physical collocation arrangements under FCC No. 11 Tariff. Under this tariff, CTC – not Verizon – was responsible for constructing its own physical collocation cages for the Winooski and White River Junction arrangements. *See* FCC Tariff No. 11, Sections 28.1.3 (E) ("For Expanded Interconnection applications received after December 26, 1998, the customer may, at its own expense, contract directly with a Telephone Company approved contractor for a standard or non-standard enclosure for its multiplexing node"). CTC never completed collocation cages for either of these arrangements.

76. CTC also alleges Verizon did not complete its collocation arrangements because Verizon failed to perform the post-cage construction work of affixing a ground bar to the collocation cage. Verizon was obviously unable to affix the ground bar to CTC's collocation cages because, as noted above, CTC never constructed them.

Moreover, there is no separate charge for ground bars in Verizon's tariff, so Verizon has not billed CTC non-recurring charges for the ground bar, as CTC claims. In short, CTC's failure to construct cages for its collocation arrangements to which Verizon would have affixed a ground bar, has absolutely nothing to do with the fact the Verizon completed all of the work it could complete to provision CTC's collocation arrangements and should be compensated for that work.

c. Unbundled Local and Tandem Switching.

77. Verizon is providing unbundled local switching elements to CLECs when they request them. As we explained in our declaration, Verizon has provided about 25 switching/platform elements per month in Vermont, which is too few to provide meaningful performance results. Nonetheless, during September 2001 through January 2002, Verizon did not miss any switching/platform installation appointments (PR-4-04-3140 and PR-4-05-3140). *See* Reply App. B, Tab 3 at 146, 147.

78. Verizon's performance in provisioning local switching/platform elements in Massachusetts continues to be strong. During September, October and November 2001, Verizon missed less than one half of one percent of local switching/platform installation appointments in Massachusetts. During December and January, Verizon missed less than one percent of local switching/platform installation appointments in Massachusetts. *See* Reply App. B, Tab 4 at 148, 149. This means that Verizon installed over 99 percent of local switching/platform orders on time.

79. Verizon is installing local switching/platform elements with excellent quality in Vermont. During September, October and November 2001, no CLEC local switching/platform elements experienced troubles within 30 days of installation, as

compared to 2.30 percent for the retail comparison group (PR-6-01-3121). During December 2001, only 2.29 percent of CLEC local switching/platform elements in Vermont experienced troubles within 30 days of installation, as compared to 2.27 percent for the retail comparison group. During January 2002, no CLEC local switching/platform elements in Vermont experienced troubles within 30 days of installation. *See* Reply App. B, Tab 3 at 151.

80. Verizon's performance under this measure also continues to be strong in Massachusetts. During September, October and November 2001, only 1.16 percent of CLEC local switching/platform elements in Massachusetts experienced troubles within 30 days of installation, as compared to 3.52 percent for the retail comparison group (PR-6-01-3121). During December 2001, only 1.41 percent of CLEC local switching/platform elements in Massachusetts experienced troubles within 30 days of installation, as compared to 3.06 percent for the retail comparison group. During January 2002, only 1.07 percent of CLEC local switching/platform elements in Massachusetts experienced troubles within 30 days of installation, as compared to 2.66 percent for the retail comparison group. *See* Reply App. B, Tab 4 at 153.

81. We also demonstrated that Verizon is making its repair services for unbundled local switching/platform elements available to CLECs on a nondiscriminatory basis. One measure of Verizon's maintenance performance is the network trouble report rate. During September, October and November 2001, only 0.81 percent of local switching/platform elements in Vermont had reported troubles found in the central office or outside plant, compared to 0.83 percent for the retail comparison group (MR-2-02-3140 and MR-2-03-3140). During December 2001, only 1.32 percent of local

switching/platform elements in Vermont had reported troubles found in the central office or outside plant, compared to 0.72 percent for the retail comparison group. During January 2002, only 0.18 percent of local switching/platform elements in Vermont had reported troubles found in the central office or outside plant percent, compared to 0.64 percent for the retail comparison group. *See* Reply App. B, Tab 3 at 199.

82. Verizon's performance under this measure also continues to be strong in Massachusetts. During September, October and November 2001, only 0.96 percent of local switching/platform elements in Massachusetts had reported troubles found in the central office or outside plant, compared to 1.08 percent for the retail comparison group (MR-2-02-3140 and MR 2-03-3140). During December 2001, only 0.75 percent of local switching/platform elements in Massachusetts had reported troubles found in the central office or outside plant, compared to 0.99 percent for the retail comparison group. During January 2002, only 0.95 percent of switching/platform elements in Massachusetts had reported troubles found in the central office or outside plant, compared to 0.93 percent for the retail comparison group. *See* Reply App. B, Tab 4 at 202.

83. Another measure of Verizon's maintenance performance is the missed repair appointment rate. During September, October and November 2001, Verizon's average missed repair appointment rate in Vermont for troubles was 6.6 percent for unbundled local switching/platform elements and 8.33 percent for the retail comparison group (MR-3-01-3144, MR-3-01-3145, MR-3-02-3144, and MR-3-02-3145). During December and January, Verizon missed only one repair appointment in Vermont for unbundled local switching/platform elements. *See* Reply App. B, Tab 3 at 200, 201.

This means that Verizon met between 93 and 100 percent of its repair appointments in Vermont.

84. Verizon's performance under this measure also continues to be strong in Massachusetts. During September, October and November 2001, Verizon's average missed repair appointment rate in Massachusetts for troubles cleared in or outside the central office was 9.70 percent for unbundled local switching/platform elements and 9.13 percent for the retail comparison group (MR-3-01-3144, MR-3-01-3145, MR-3-02-3144, and MR-3-02-3145). During December 2001, Verizon's average missed repair appointment rate in Massachusetts for troubles cleared in or outside the central office was 7.92 percent for unbundled local switching/platform elements and 9.46 percent for the retail comparison group. During January 2002, Verizon's average missed repair appointment rate in Massachusetts for troubles cleared in or outside the central office was 9.71 percent for unbundled local switching/platform elements and 8.29 percent for the retail comparison group. *See* Attachment 16. This means that Verizon met over 90 percent of its repair appointments in Massachusetts.

85. A third measure of Verizon's maintenance performance is the comparative intervals to complete repairs. During September, October and November 2001, Verizon's overall mean time to repair in Vermont for unbundled local switching/platform elements provided to CLECs was 8.15 hours, compared to 16.64 hours for the retail comparison group (MR-4-01-3140). During December 2001, Verizon's overall mean time to repair in Vermont for unbundled local switching/platform elements provided to CLECs was 7.76 hours, compared to 18.60 hours for the retail comparison group. During January 2002, Verizon repaired only one trouble for an unbundled local



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switching/platform element in Vermont. Verizon's overall mean time to repair that single trouble was 23.73 hours, compared to 16.74 hours for the retail comparison group. *See* Reply App. B, Tab 3 at 202.

86. Verizon's performance in Massachusetts under this measure also continues to be strong. During September, October and November 2001, Verizon's overall mean time to repair in Massachusetts for unbundled local switching/platform elements provided to CLECs was 14.59 hours, compared to 19.17 hours for the retail comparison group (MR-4-01-3140). During December 2001, Verizon's overall mean time to repair in Massachusetts for unbundled local switching/platform elements provided to CLECs was 10.71 hours, compared to 18.31 hours for the retail comparison group. During January 2002, Verizon's overall mean time to repair in Massachusetts for unbundled local switching/platform elements provided to CLECs was 11.92 hours, compared to 16.74 hours for the retail comparison group. *See* Reply App. B, Tab 4 at 205.

87. Finally, Verizon had no repeat trouble reports for switching/platform elements in Vermont during September, October and November 2001. During December 2001, Verizon had only two repeat trouble reports for switching/platform elements in Vermont (MR-5-01-3140). During January 2002, Verizon had no repeat trouble report for switching/platform elements in Vermont. *See* Reply App. B, Tab 3 at 205.

88. Verizon's repeat trouble report rate in Massachusetts during September, October and November 2001 was 18.17 percent for CLECs and 18.68 percent for the retail comparison group (MR-5-01-3140). During December 2001, Verizon's repeat trouble report rate was 14.17 percent for CLECs and 18.93 percent for the retail

comparison group. During January 2002, Verizon's repeat trouble report rate was 17.80 percent for CLECs and 17.67 percent for the retail comparison group. *See* Reply App. B, Tab 4 at 208.

d. Unbundled Local Transport.

89. We demonstrated that Verizon offers CLECs the same access to local transport unbundled from switching, including both dedicated and shared transport, using the same processes and procedures in both Vermont and Massachusetts. During September 2001 through January 2002, Verizon provisioned too few unbundled transport orders (less than 10 each month) to provide meaningful performance results in Vermont.

90. Verizon's unbundled dedicated transport performance in Massachusetts continues to be strong. During September, October and November 2001, Verizon's missed installation appointment rate was 3.45 percent (PR-4-01-3530). During December and January, Verizon provisioned a total of only 21 unbundled local transport orders, which are too few to provide meaningful performance results. Nonetheless, during December, Verizon missed only two installation appointments for unbundled local transport in Massachusetts, and during January, Verizon did not miss any installation appointments. *See* Reply App. B, Tab 4 at 187.

e. Dark Fiber.

91. Verizon provides non-discriminatory access to unbundled dark fiber in accordance with the FCC's requirements. Through January 31, 2002, Verizon has received only 11 dark fiber orders in Vermont, which are too few to provide meaningful performance results.

92. CTC argues that Verizon's Vermont dark fiber offering is not checklist-compliant because it does not reflect terms and conditions adopted by certain other state commissions. CTC at 19. As we explained in our initial declaration, the dark fiber requirements CTC advocates go beyond the requirements adopted by the Commission in its *UNE Remand Order*. *See* Lacouture/Ruesterholz Decl. ¶ 229. Verizon's dark fiber offering is consistent with the Commission's *UNE Remand Order* and it is therefore checklist compliant. As we noted in our initial declaration, the Vermont commission has already approved Verizon's dark fiber terms and conditions. Lacouture/Ruesterholz Decl. ¶ 221. In addition, Verizon's dark fiber offering in Vermont is substantially the same as its dark fiber offering in Pennsylvania and Connecticut, where the FCC has found that the dark fiber offering satisfies the checklist. *See Application of Verizon New York Inc., et al., for Authorization to Provide In-Region, InterLATA Services in Pennsylvania*, Memorandum Opinion and Order, 16 FCC Rcd 17419, ¶¶ 109-113 (2001) ("*Pennsylvania Order*"); *Application of Verizon New York Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks Inc., and Verizon Select Services Inc., for Authorization To Provide In-Region, InterLATA Services in Connecticut*, Memorandum Opinion and Order, 16 FCC Rcd 14147, ¶¶ 62-66 (2001). The fact that a few, select state commissions have adopted dark fiber requirements that exceed those required by the Commission is irrelevant for purposes of determining whether Verizon's Vermont dark fiber offering satisfies the checklist.

93. While we addressed the bulk of CTC's claims in our initial declaration, CTC raises a few additional issues that warrant clarification. CTC wants Verizon to provide access to lit fiber that is already in use in Verizon's network by having Verizon

"groom" the fiber network to make the lit fiber dark. CTC at 27-28. For example, CTC would like Verizon to replace the electronics for four OC-12 systems that use 16 fibers with the electronics for an OC-48 system that uses 4 fibers in order to make 12 fibers dark and available for use by CTC. CTC is not requesting access to dark fiber, which is "fiber that has not been activated through connection to the electronics that 'light' it, and thereby render it capable of carrying communications services." *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Rcd 3696, ¶ 174 (1999) ("*UNE Remand Order*"). It is instead asking Verizon to disconnect the electronics from fiber that is already lit and used by Verizon to provide telecommunications services in order to create and provide dark fiber. Verizon has no obligation under the Telecommunications Act of 1996 to provide CTC access to such fiber because it is lit fiber, not dark fiber.

94. CTC also claims that Verizon should provide CLECs with access to dark fiber that has not yet been installed in Verizon's network. CTC at 29-30. Like CTC's other requests, this request goes beyond the requirements of the Commission's *UNE Remand Order*. CTC is not requesting access to "dark fiber" as defined by the Commission – "unused loop capacity that is physically connected to facilities that the incumbent LEC currently uses to provide service; was installed to handle increased capacity and can be used by competitive LECs without installation by the incumbent." *UNE Remand Order* ¶ 174 n.323. It is instead requesting that Verizon install dark fiber at particular points in Verizon's network and provide CTC access to the fiber at those points. Verizon has no obligation to provide access to such fiber because it is not yet

installed or connected to Verizon's network and is not available to either Verizon or CTC.

95. CTC claims that Verizon's dark fiber policies are more restrictive in Vermont because Verizon more frequently tells CLECs that dark fiber is not available in Vermont than it does in Massachusetts. CTC at 20. CTC is attempting to compare apples and oranges. First, whereas Verizon's network in Vermont is predominantly rural, Verizon's network in Massachusetts is predominantly urban and suburban. These different network configurations have a significant impact on the availability of dark fiber. Second, CLECs have substantially more experience requesting dark fiber in Massachusetts than they have in requesting dark fiber in Vermont and other rural New England states. As a result, CLECs have learned the routes and locations in Massachusetts where dark fiber is more commonly available and focused their requests in those areas. A more appropriate comparison would be between Vermont, on the one hand, and New Hampshire and Maine, on the other hand. During January 2000 through July 2001, the period identified in CTC's comments, Verizon did not have dark fiber for 88 percent of the 26 CLEC requests in Vermont, 84 percent of the 107 CLEC requests in New Hampshire and 75 percent of the 134 CLEC requests in Maine. *See* Attachment 17.

f. Reciprocal Compensation.

96. As we explained in our declaration, Verizon offers reciprocal compensation to CLECs for the termination of calls from Verizon customers that are subject to the Act's reciprocal compensation provisions. These compensation arrangements enable CLECs to receive compensation for their costs of transporting and terminating such calls from Verizon customers.

97. One CLEC – Adelphia – claims that Verizon does not satisfy this checklist item because Verizon withheld payment of those reciprocal compensation charges that they billed Verizon for Internet-bound traffic. *See* Adelphia at 3. Consistent with rulings by the FCC, Verizon has no obligation to pay reciprocal compensation for Internet-bound traffic. Moreover, this is a carrier to carrier dispute that is currently pending in a separate proceeding before the Vermont PSB in Docket No. 6566. In addition, because Internet-bound traffic is not subject to reciprocal compensation, whether Verizon pays such compensation is "irrelevant to checklist item 13." *See Pennsylvania Order* ¶ 119.

g. Resale.

98. We demonstrated that Verizon makes its telecommunications services available for resale in the same manner and using the same processes and procedures in both Vermont and Massachusetts. We also demonstrated that Verizon's resale performance is excellent. During December and January, Verizon's resale performance continued to be excellent.

99. Verizon is providing resale services when CLECs want them. During September, October and November 2001, Verizon did not miss any installation appointments on resale orders in Vermont that did not require a dispatch (PR-4-05-2100). During December 2001 and January 2002, Verizon did not miss any installation appointments on resale orders in Vermont that did not require a dispatch. *See* Reply App. B, Tab 3 at 57.

100. In addition, during September, October and November 2001, Verizon's missed installation appointment rate on resale orders in Vermont that did require a dispatch was 5.34 percent, as compared to 8.70 percent for the retail comparison group

(PR-4-04-2100). During December 2001, Verizon missed 5.0 percent of installation appointments on resale orders in Vermont that required a dispatch as compared to 11.64 for the retail comparison group. During January 2002, Verizon missed 3.45 percent of installation appointments on resale orders in Vermont that required a dispatch as compared to 7.42 for the retail comparison group. *See* Reply App. B, Tab 3 at 57. This means that Verizon is installing more than 94 percent of its resale orders requiring a dispatch in Vermont on time.

101. Verizon's on-time performance in Massachusetts also continues to be strong. During September, October and November 2001, Verizon's missed installation appointment rate on resale orders in Massachusetts that did not require a dispatch was less than one tenth of one percent (PR-4-05-2100). During December and January, Verizon did not miss any installation appointments on resale orders in Massachusetts that did not require a dispatch. *See* Reply App. B, Tab 4 at 58.

102. In addition, during September, October and November 2001, Verizon's missed installation appointment rate in Massachusetts on resale orders that did require a dispatch was 4.88 percent, as compared to 5.67 percent for the retail comparison group (PR-4-04-2100). During December 2001, Verizon's missed installation appointment rate in Massachusetts on resale orders that did require a dispatch was 3.81 percent, as compared to 5.03 percent for the retail comparison group. During January 2002, Verizon's missed installation appointment rate in Massachusetts on resale orders that did require a dispatch was 4.66 percent, as compared to 5.07 percent for the retail comparison group. *See* Reply App. B, Tab 4 at 58. This means that Verizon is installing over 95 percent of resale orders that required a dispatch in Massachusetts on time.

103. Verizon is also installing resale services for CLECs with a high level of quality. During September, October and November 2001, only 2.10 percent of CLEC resale lines in Vermont had reported troubles within 30 days of installation, as compared to 2.30 percent for the retail comparison group (PR-6-01-2100). During December 2001, only 0.64 percent of CLEC resale lines in Vermont had reported troubles within 30 days of installation, as compared to 2.27 percent for the retail comparison group. During January 2002, 3.55 percent of CLEC resale lines in Vermont had reported troubles within 30 days of installation, as compared to 1.87 percent for the retail comparison group. *See* Reply App. B, Tab 3 at 59.

104. Verizon's installation quality on resale service in Massachusetts also continues to be strong. During September, October and November 2001, only 2.41 percent of CLEC resale lines in Massachusetts had reported troubles within 30 days of installation, as compared to 3.52 percent for the retail comparison group (PR-6-01-2100). During December 2001, only 1.65 percent of CLEC resale lines in Massachusetts had reported troubles within 30 days of installation, as compared to 3.06 percent for the retail comparison group. During January 2002, only 2.31 percent of CLEC resale lines in Massachusetts had reported troubles within 30 days of installation, as compared to 2.66 percent for the retail comparison group. *See* Reply App. B, Tab 4 at 60.

105. Verizon's maintenance of Verizon's resale service in Vermont is consistently comparable to its maintenance of its own retail services. During September, October and November 2001, Verizon's maintenance performance results for resale orders, such as the trouble report rate, missed repair appointments, mean time to repair and repeat trouble reports, were comparable to or better than the performance results for

Verizon's retail orders in Vermont (MR-2-02-2100, MR-2-03-2100, MR-3-01-2110, MR-3-01-2120, MR-3-02-2110, MR-3-02-2120, MR-4-01-2100 and MR-5-01-2100). During December 2001 and January 2002, Verizon's maintenance performance results for resale orders in Vermont were likewise comparable to or better than Verizon's retail performance. *See* Reply App. B, Tab 3 at 82, 83, 85, 88.

106. Verizon's maintenance of Verizon's resale service in Massachusetts is consistently comparable to its maintenance of its own retail services. During September, October and November 2001, Verizon's maintenance performance results for resale orders, such as the trouble report rate, missed repair appointments and repeat trouble reports, were comparable to or better than the performance results for Verizon's retail orders in Massachusetts (MR-2-02-2100, MR-2-03-2100, MR-3-01-2110, MR-3-01-2120, MR-3-02-2110, MR-3-02-2120, MR-4-01-2100 and MR-5-01-2100). During December 2001 and January 2002, Verizon's maintenance performance results for resale orders in Massachusetts was likewise comparable to or better than Verizon's retail performance. *See* Reply App. B, Tab 4 at 83, 84, 85, 86, 89.

107. DIRECTV raises several issues about the DSL services Verizon makes available for resale. DIRECTV at 1-7. DIRECTV did not participate in proceedings before the Vermont PSB and therefore did not raise these issues before the Vermont PSB. DIRECTV is an Internet Service Provider ("ISP") that purchases both DSL and ATM Transport Service from Verizon under Verizon FCC Tariff No. 20, Section 5, Part II (during the period covered by this application, Verizon's data affiliate provided these services). DIRECTV resells these services as part of its high speed Internet access service. Verizon meets its resale obligations by making available for resale the same

DSL services that it provides at retail. The DSL services Verizon provides to DIRECTV are the same services Verizon provides to retail customers.

108. DIRECTV never suggests that the DSL services it purchases from Verizon are different from the DSL services Verizon provides at retail. Instead, DIRECTV wants Verizon to make certain changes to its retail DSL services, such as expanding them to include interLATA transport. DIRECTV also wants the Commission to prohibit Verizon from changing certain features of its retail DSL services. DIRECTV is in effect challenging Verizon's retail DSL service offering. These challenges have nothing to do with checklist requirements. Verizon has no obligation to make available for resale a service that it does not provide at retail. *See Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York*, Memorandum Opinion and Order, 15 FCC Rcd 3953, ¶ 395 (1999). If Verizon changes its retail DSL services in the future, it will make those changed DSL services available for resale.

## IV. Verizon Provides Operations Support Systems.

109. No party raised any issues with Verizon's operations support systems ("OSS") in their comments on Verizon's application before this Commission. In its consultative report, however, the Vermont Public Service Board summarized claims concerning Verizon's wholesale billing practices made by two parties that appeared before it during the state proceedings. Vermont PSB at 23. The Vermont PSB determined that Verizon had already taken measures to address these claims, and stated that it would continue to monitor Verizon's performance under the Performance

Assurance Plan it adopted. *Id.* As a result, the Vermont PSB found Verizon's OSS sufficient under section 271. *Id.* at 22.

110. The two parties who raised claims in the state proceeding were CTC and the Vermont Department of Public Service ("Vermont DPS"). Verizon addressed the DPS's claims in its application. *See* McLean/Wierzbicki Decl. ¶ 107 and Attachment 14. Verizon also responded generally to CTC's state claims in its application, McLean/Wierzbicki Decl. ¶ 106, but provides a more detailed response here. Neither the DPS nor CTC repeats the claims they made in the state proceeding here.

111. As summarized by the PSB, CTC "claimed that applicable discounts had not been applied to bills and that certain charges had been mislabeled or not applied at all. CTC has also raised some concerns regarding the timeliness of Verizon's claim resolution process." Vermont PSB at 23 (footnotes omitted). In each case, CTC was incorrect.

112. Application of Discounts: In the state proceeding CTC claimed that 13% of the resale discount was not applied to approximately 30% of the CTC resold customer base. This was incorrect. The resale discount was properly applied to all resale accounts. What was at issue was a contractual volume discount of an additional 13%, which Verizon properly applied to all products with the exception of 34 Flexpath services. The problem was resolved in February 2001, and CTC indicated in its interrogatory responses that the issue has "not arisen in Vermont since February, 2001." *See* Attachment 18. Credits associated with the additional 13% discount for the Flexpath services were calculated for the period of July 1999 through February 2001. Spreadsheets, detailing these adjustments, were sent to CTC and all adjustments have been applied.

113. Labeling of Charges: CTC also made two claims regarding the manner in which billed charges were labeled on the bill. First, CTC claimed that Verizon incorrectly labeled nonrecurring charges on bills submitted to CTC. For example, CTC claimed that charges for termination liabilities were expressed as "Install" or "Connection Charge." CTC did not provide any specific examples of incorrectly labeled termination liability charges. Verizon was able to identify three occasions in the past year within New England and New York where termination liability charges were applicable on CTC accounts. In all three cases, the termination charges were appropriately and clearly identified on CTC's bill as "Termination Charges." Moreover, Verizon was not able to identify any complaints made by CTC to Verizon in connection with these labeling claims.

114. Second, CTC claimed that charges described as "Monthly Charge Decrease" carried positive amounts which, it assumed, indicated an increase instead of a decrease. CTC was mistaken. The labeling that CTC referred to is correct, is used throughout New England, and is comparable to Verizon's retail bills. It appears that CTC was confused because Verizon bills in arrears for monthly service charges in New England, rather than in advance as is done in some other Verizon jurisdictions. Accordingly, a discontinuance of service in mid-period means that a payment is due to Verizon for the unpaid portion of the service period when service was provided (not a credit for part of a pre-paid monthly charge, as CTC appeared to assume). The bill correctly displayed the positive dollar amount due to Verizon.

115. Resolution of Billing Disputes: CTC raised claims concerning Verizon's timeliness in resolving billing disputes and in applying adjustments once resolution has

been reached. During 2001, CTC submitted ten billing claims related to unbundled elements or resold services in Vermont. These claims were all timely addressed and resolved, on average, in 20.3 days. None took longer than 60 days.

116. CTC also claimed that on several occasions Verizon approved a billing credit for CTC but did not actually issue the credit. Again, CTC did not provide any specific examples of missing credits. Verizon reviewed CTC's claims in Vermont from January through December 2001 and found that every adjustment credit that was approved was followed by a credit on CTC's bill. Verizon did identify one occasion in June 2001 where Verizon VT credited CTC's account for ****          **** and inadvertently neglected to provide an interest credit on the adjustment. The interest adjustment was applied to CTC's December 15th bill.

117. As is evident, Verizon addressed all of CTC's arguments at the state level, and CTC raised no issues with respect to billing in its comments here.

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

Executed on March 1, 2002

Paul A. Lacouture

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 March 1, 2002

Virginia P. Ruesterholz

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

February CTW
Executed on ~~March~~ 27, 2002

CTWebster
Catherine T. Webster