PUBLIC VERSION

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Investigation by the Department of Telecommunications and Energy upon its own motion pursuant to Section 271 of the Telecommunications Act of 1996 into the Compliance Filing of Verizon of New England, Inc. d/b/a Verizon – Massachusetts as part of its application to the Federal Communications Commission for entry into the in-region interLATA (long distance) telephone market	)	D.T.E. 99-271

VERIZON MASSACHUSETTS

SUPPLEMENTAL CHECKLIST AFFIDAVIT

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TABLE OF CONTENTS

PAGE

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SUPPLEMENTAL CHECKLIST AFFIDAVIT

1. My name is Donald E. Albert. My business address is address is 600 East Main Street, Richmond, Virginia 23219. My responsibilities and background are set forth in the Checklist Affidavit filed May 26, 2000. I also provided testimony at the Technical Sessions held last year in this proceeding.

2. My name is Barbara Crawford. My business address is 125 High Street, Boston, Massachusetts 02110. I previously filed an affidavit and presented testimony at the Technical Sessions. My responsibilities and background in my current position were set forth at that time.

3. My name is Gloria Harrington. My business address is 125 High Street Boston, Massachusetts 02110. I previously filed an affidavit and presented testimony at the Technical Sessions. My responsibilities and background in my current position were set forth at that time.

4. My name is Karen Maguire. My business address is 140 West Street, New York, New York 10007. My responsibilities and background are set forth in the Checklist Affidavit filed May 26, 2000. I also provided testimony at the Technical Sessions.

5. My name is Thomas Maguire. My business address is 1095 Avenue of the Americas, New York, New York 10036. I am Vice President-CLEC Operations. My responsibilities and background are set forth in the Checklist Affidavit filed May 26, 2000. I also provided testimony at the Technical Sessions.

6. My name is Alice Shocket. My business address is 125 High Street, Boston, Massachusetts 02110. My responsibilities and background are set forth in the Checklist Affidavit filed May 26, 2000.

7. My name is Amy Stern. My business address is 500 Summit Lake Drive, Room 39, Valhalla, New York 10595. I previously filed an affidavit and presented testimony at the Technical Sessions. My responsibilities and background in my current position were set forth at that time.

8. My name is John White. My business address is 1095 Avenue of the Americas, New York, New York 10036. My responsibilities and background are set forth in the Checklist Affidavit filed May 26, 2000.

9. There are six Exhibits associated with this Affidavit labeled H through M**.** (Exhibits labeled A through G were associated with the Checklist Affidavit.)

10. This Supplemental Checklist Affidavit is filed on behalf of Verizon New England Inc. d/b/a Verizon Massachusetts ("Verizon-MA")[1] to respond to various claims

[1] Verizon-MA was formerly known as New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts.

made in the affidavits and comments filed by Competitive Local Exchange Carriers ("CLECs") and other participants on July 18, 2000, in this proceeding. This affidavit also updates the record with respect to certain of the items contained in the competitive checklist set forth at Section 271 (c)(2)(B) of the Telecommunications Act of 1996 ("Act"). Specifically, these include Checklist items I - IV, XI, and XIV. Checklist item II, Access to UNEs is also addressed in the accompanying Supplemental OSS Affidavit. There were no participant comments addressed to the other Checklist items that required response, nor is any update required on those items. Throughout this Supplemental Checklist Affidavit, we make reference to Verizon-MA's performance results presented in the Supplemental Measurements Affidavit and to the Carrier-to-Carrier ("C2C"), measurements which have been filed periodically (most recently for the months of March – June) and are attached to that affidavit.

I INTERCONNECTION (Checklist Item 1)

A. Interconnection

1. General Update

11. Verizon-MA provides interconnection trunking through interconnection agreements and Verizon-MA's Wholesale Tariff, DTE MA No. 17. Verizon-MA's service offerings and operations processes are substantially the same as those provided by Verizon New York ("Verizon-NY"), which the New York Public Service Commission ("New York PSC") and Federal Communications Commission ("FCC") found met its responsibilities under the 1996 Act.

12. The widespread availability of local interconnection from Verizon-MA is evident from the rapidly growing number of local interconnection trunks that now connect Verizon-MA with CLECs. At the end of June 2000, Verizon-MA had approximately 272,000 local interconnection trunks in service with 27 CLECs. To put this number in perspective, Verizon-MA has built over 401,000 interoffice trunks in its 100-year-old network to carry local traffic connecting its switches. This means that the CLECs have more than two thirds as many interconnection trunks already in service as Verizon-MA has in its entire local interoffice network.

13. In 1999, Verizon-MA's local interconnection trunks carried over 1.35 billion minutes of traffic each month. Between 1998 and 1999, the volume of interconnection traffic exchanged between Verizon-MA and CLECs grew by 159%. In the first six months of 2000, the average number of minutes exchanged had risen to 1.91 billion minutes of traffic per month.

14. As reported in the Checklist Affidavit, Verizon-MA has also made available two-way measured-use trunking for CLECs that desire this option in Massachusetts.

These trunks are available in DTE MA No. 17, Part C, Section 1.6. The capability to provide this service has been fully deployed. Currently, Verizon-MA has 240 two-way measured-use trunks in service with CLECs.

15. In addition to providing traditional 56 Kbps interconnection trunks, Verizon-MA also provides CLECs with 64 Kbps Clear Channel interconnection trunks. As Verizon-MA indicated in its Checklist Affidavit, in July 1999, Verizon-MA reached the physical capacity limitation of the Cambridge 4ESS for 64 Kbps Clear Channel trunks. While trunk capacity for additional 56 Kbps trunks at the Cambridge 4ESS remained available, Verizon-MA implemented an industry allocation for 64 Kbps trunks pending relief from capacity constraints in Cambridge through completion of a new access tandem at Newton. (Exhibit A) Traffic rearrangements into the new tandem at Newton are still on track for completion in the fourth quarter of 2000, at which point Cambridge 64 Kbps Clear Channel trunk allocations will no longer be necessary.

16. AT&T claims Verizon-MA's current industry allocation for 64Kbs at the Cambridge 4ESS tandem has "severely encumbered" AT&T's ability to provide service to AT&T customers that will utilize the AT&T network using its South Boston switch. (AT&T, p. 42) This is not correct. Verizon-MA's allocation is not denying AT&T the ability to secure 64Kbs trunks for its new South Boston Switch. As Verizon-MA's industry letter stipulated: "New carrier customers initially connecting to the Cambridge Tandem and existing carrier customers without any 64CC trunking will be allowed 24 (1 DS1) 64CC trunks if traffic demands require it." (Exhibit A) In addition, although the current industry allocation of 64Kbs

trunks remains in effect, Verizon-MA will work with CLECs, including AT&T, to accommodate 64Kbs trunking requirements in excess of the allocation limitation where CLEC 64 Clear Channel traffic volume clearly supports such a need.

17. Winstar also claims that Verizon-MA's inability to provide 64 Clear Channel trunks groups to CLECs (from the Cambridge 4ESS Tandem), while its provides them to itself, is not giving CLECs a fair opportunity to compete. (Winstar, p. 6) This too is false. First, Verizon-MA is not providing additional 64Kbs trunks to itself from the Cambridge tandem. Contrary to Winstar's assertion, the industry allocation of 64 Clear Channel trunks applies to all carriers including Verizon-MA. Second, as indicated above, Verizon-MA is willing to work with Winstar to provide additional 64Kbs trunks from the Cambridge 4ESS where 64CC traffic volume warrants such a need. Finally, in the case of Winstar, Verizon-MA completed a trunk utilization analysis in June 2000 of Winstar's 64Kbs dedicated final trunk group to the Cambridge 4ESS. The analysis showed that Winstar's trunk utilization (trunks required divided by trunks in service) is approximately *** ** More significant is the fact that *** ** is calculated based on all traffic operating over this trunk group (56Kbs and 64Kbs) and not that limited to 64CC traffic, *e.g.*, ISDN.

18. Verizon-MA also provides CLECs with trunking to access E-911, Directory Assistance, and Operator Services. As of the end of June 2000, Verizon-MA has provided over 470 E-911 trunks to 24 CLECs. Additionally, Verizon-MA has provided approximately 1,300 dedicated trunks to facilities-based CLECs in

conjunction with providing Directory Assistance and Operator Call Completion services.

2. Trunk Ordering

19. Verizon-MA continues to provide Firm Order Confirmation ("FOC") in a timely fashion for trunk orders. From March through June 2000, Verizon-MA provided the FOC for Category 1 trunk orders in an average of 4.33 days. This is far better than the Category 1 standard FOC delivery of 10 business days. (Exhibit J)[2] For Category 2 through Category 6 trunk orders, Verizon-MA provided FOCs (which formally conveys the committed Verizon-MA due date) sufficiently in advance of the date due to enable CLECs to complete the trunk provisioning on time. (Exhibit J) For these types of trunk orders, the necessary provisioning information has generally already been communicated between the CLECs and Verizon-MA to synchronize broader joint Verizon-MA and CLEC work efforts. (Checklist Aff., ¶ 29)

3. Trunk Provisioning

20. Verizon-MA continues to meet or better its targeted provisioning intervals for local interconnection trunks in each of the six categories. (Exhibit J) Only Line 1, Category 1 data appears to indicate below-par performance, but the average is highly skewed because Verizon-MA was unable to complete one trunk order (out of a total of three) within the 18-day standard interval because of a DS1 facility

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[2] Verizon-MA has updated the format of its CLEC Trunk Delivery Report to include a "Category 6 (Special Projects)". Unlike Categories 1-5, this Category 6 reflects non service-affecting trunk orders that are issued due to a Verizon-MA-initiated request, such as a Tandem rehome project, or a CLEC-initiated request, such as a DS3 rollover project. Generally, the trunk orders in Category 6 are not completed on a specific due date, but rather are completed on a staggered basis jointly determined between the CLECs and Verizon-MA. In Verizon-MA's Checklist Affidavit Exhibit, these "Category 6" type orders were included within Category 3.

shortage. (The completed interval for that one order was 47 days.) These provisioning intervals continue to be comparable to the intervals that Verizon-MA provides Interexchange Carriers ("IXC") for Feature Group D Switched Access trunks (the C2C comparison group) for smaller orders (forecasted additions of 192 trunks or less), as well as for larger more complex orders greater than 192 trunks and for orders that are not forecasted. The following chart shows the comparable intervals for IXCs compared with CLECs for the period of March 2000 through June 2000.

	Interval Offered (days)		Interval Completed (days)	
	IXC	CLEC	IXC	CLEC
<= 192 Forecasted trunks	19.94	23.00	16.88	24.67
> 192 & Unforecasted trunks	35.56	26.32	32.67	27.05

21. Importantly, from March 2000 through June 2000, the Carrier-to-Carrier data also show that Verizon-MA met over 99% of the due dates for CLEC interconnection trunks. (Measurements Aff., Exhibit G) However, Verizon-MA cannot complete the installation of interconnection trunks within a standard interval, or by a requested due date, if the CLEC is not ready to accept the trunks. From March 2000 through June 2000, CLECs were not ready to accept their interconnection trunks on nearly 60% of all orders. (Exhibit J, "Customer Not Ready Orders") In addition, CLECs frequently make significant changes to their trunk orders after they are submitted to Verizon-MA. From March 2000 through June 2000, the average date for a CLEC to submit a complete and final CLEC trunking order

ranged from 3.5 days to 58.3 days after it was first submitted. (Exhibit J, "Average Days to Last Supp")

4. Trunk Maintenance and Repair

22. The interconnection Verizon-MA provides to CLECs is technically identical to the interconnection Verizon-MA provides between the switches in Verizon-MA's local network. Verizon-MA uses the same equipment, and in some cases shares exactly the same facilities, for CLEC and Verizon-MA local traffic. Verizon-MA also maintains and repairs interconnection trunks in a non-discriminatory manner by using the same equipment and personnel for CLEC and Verizon-MA trunks. This non-discriminatory treatment is confirmed by the C2C performance reports. From March 2000 through June 2000, the trouble report rate for interconnection trunks continues to be virtually nil. (Measurements Aff., Exhibit G) Other performance measures for interconnection trunking during this same period, such as % Cleared (all troubles) within 24 hours, and % Repeat Reports within 30 days, show comparable performance overall between CLEC interconnection trunks and Verizon-MA's Feature Group D trunks for IXCs.

23. Winstar claims that it has experienced significant outages on trunks that it obtains from Verizon-MA and is dissatisfied with Verizon-MA's method for handling trunk outages. Specifically, it cites one old incident that occurred during September 1999 that was service affecting to Winstar's customers. (Winstar, p. 3) Regrettably, this incident did occur and was a direct result of human error. However, contrary to Winstar's claims, Verizon-MA did take the appropriate action to correct the outage and responded to Winstar's concerns promptly. (Exhibit L,

Letter from W. David Douglas, III, Group Vice President, Verizon Network Services, Inc., to David Ackerman, Executive Vice President, Winstar Communications, Inc.) In addition, to prevent or eliminate this type of outage from occurring in the future, Verizon-MA implemented a Winstar Service Improvement Action Plan and communicated this plan to Winstar on September 17, 1999. (Exhibit L) Verizon is committed to service excellence to CLECs, and the documented response to Winstar is reflective of such a policy.

24. Winstar also claims that Verizon-MA's methods for calculating its responsibility for the length of the outage does not accurately reflect its performance. (Winstar, p. 4) Winstar's claim has no merit. The longstanding practice of "stopping the clock" when Verizon-MA fails to find a problem on a trouble reported by an IXC (and now with CLECs as well) and referring the trouble investigation back to the IXC/CLEC is appropriate. This method is consistent with the convention underlying the C2C performance measures adopted by the Department.

5. Trunk Call Capacity

25. Like Verizon-NY, Verizon-MA designs interconnection trunks to CLECs using the same technical criteria it uses to design its own facilities. Based on evaluations of trunk utilization information ("trunks required" versus "trunks in service") reflecting actual calling data, Verizon-MA installs direct end-office interconnection trunks to CLECs where traffic volumes justify it, using the same call-capacity criteria as Verizon-MA uses for its own network deployment, and routes traffic on

an overflow basis through the tandem in the event that the direct end-office trunks are all busy.[3]

26. Call capacity performance data (*i.e.*, percent of Verizon-MA common final trunk groups exceeding their B.005 design, and the percent of total CLEC dedicated final trunk groups exceeding their B.005 design) for Massachusetts show that there has been a relatively low level of final trunk blocking for either CLECs or Verizon-MA. (Measurements Aff., Exhibit G)[4] In addition, as described in the Checklist Affidavit, the comparison of Verizon-MA common final trunk groups to the average percent of CLEC dedicated final trunk groups is misleading. Updated through June 2000, the C2C "CLEC" average data compares individual results for 25 to 27 CLECs. However, like Verizon-MA, each is independently subject to the possibility of call blocking. When Verizon-MA is compared to each CLEC individually, the data demonstrate that the vast majority of CLECs have a far better record operating below the B.005 blocking design than does Verizon-MA.

27. The following chart summarizes the number of CLECs that had fewer trunk groups (on a percentage basis) operating over the B.005 design than Verizon-MA since March 2000. For example, 25 of 27 CLECs had fewer trunk groups operating over

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[3] Dedicated final trunk groups from Verizon-MA to CLECs (like Verizon-MA's own final tandem trunks) are designed to a B.005 blocking standard. This means that trunk groups are sized (designed) based on 0.5% blocking (one call blocked out of 200 calls) during the busiest hour of the day (using the same busy hour) over a four-week measurement period. Thus, the measure applies only to the busiest hour of the day, during which 10% to 20% of daily call volumes typically occur. Even if a trunk group is blocking at 0.5% rate during the busy hour, no call blocking usually occurs outside of the busy hour. (Checklist Aff. ¶ 36)

[4] However, any attempt to evaluate the quality of interconnection that Verizon-MA provides to CLECs by comparing the percent of dedicated final trunk groups exceeding their engineered B.005 design to the percent of common final trunk groups that are exceeding their engineered B.005 design is necessarily flawed. (Verizon-MA's Responses to Information Requests DTE 2-10, DTE 2-66*)* For example, this type of approach does not include the proportional effects of small trunk groups versus large trunk groups, and does not include variations in the amount of actual trunk blockage

B.005 in June. A more detailed breakdown of this information is shown in Exhibit K.

Month	Total # of CLECs	# CLECs <=Verizon*
March, 2000	25	20
April, 2000	26	22
May, 2000	26	24
June, 2000	27	25

*number of CLECs that had fewer (or equal) trunk groups operating over B.005 than Verizon-MA

28. Not only does the Exhibit K data show that at least 80% of CLECs had equal or better performance than Verizon-MA for every month of this period, but all of these CLECs had zero trunk groups operating over the B.005 design.

29. Winstar argues that Verizon-MA's inability to provision trunks in a timely fashion results in frustrated Winstar customers who are unable to reach the party they are calling because the call is blocked due to inadequate trunking capacity. (Winstar, p. 6). Winstar's claims have no merit. First, from its comments, it appears that Winstar is referring to interconnection trunks carrying local exchange traffic from Winstar to Verizon-MA. Because Winstar is responsible for measuring its own traffic performance (blocking) at its switch, Verizon-MA does not know if Winstar's local originating traffic destined to Verizon-MA is exceeding the B.005 design threshold at the Winstar switch. If this is occurring and a trunk augment is required to alleviate a blocking problem, then it is Winstar's responsibility to issue an Access Service Request ("ASR") for additional interconnection trunks that carry traffic from Winstar to Verizon-MA. And, during the period January 2000 through

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experienced on individual trunk groups.

June 2000, Winstar has submitted only one order to Verizon-MA to augment an existing [local interconnection] trunk group for trunks carrying traffic from Winstar to Verizon-MA (category 1 Order) – and that one order was completed by Verizon-MA well within the prescribed provisioning interval. Finally, a six-month review (January through June 2000) of Verizon-MA's dedicated final trunk groups to Winstar (traffic from Verizon-MA to Winstar) indicate that none of these trunk groups during this time period have exceeded the B.005 design threshold. Winstar's claims cannot be supported by the facts.

30. Further, as discussed earlier, merely examining trunk group quantities "over/under the B.005 design" does not present a complete or accurate picture of the job Verizon-MA is doing providing network trunk capacity to complete calls from Verizon-MA's customers to CLEC customers. (Checklist Aff., ¶¶ 31-32) To properly evaluate the quality of interconnection Verizon-MA provides CLECs, Verizon-MA conducted "trunk utilization" traffic studies from March through June 2000. Overall trunk utilization data provide a more complete and accurate picture of the overall excellent job Verizon-MA is doing providing additional call capacity for dedicated final CLEC interconnection trunks as compared to common final trunks within Verizon-MA's own network.

31. For March through June 2000, the average utilization ratio ("trunks required divided by trunks in service) was 38.1% for CLEC-dedicated final trunk groups and 72.5% for Verizon-MA's own common final trunks groups. The significantly lower level of trunk utilization for CLEC-dedicated final trunk groups shows that Verizon-MA is providing a significantly better grade of service in aggregate for

CLEC-dedicated final trunk groups, because substantially more interconnection trunks have been installed and are operational than are needed to operate at the B.005 level of blocking.

32. Finally, Verizon-MA promptly remedies the transient blocking issues that may arise. For the period March 1999 through June 2000, Verizon-MA had no CLEC-dedicated final trunk groups operating over their B.005 design for three consecutive months. Indeed, there was only a total of two trunk groups out of more than 250 groups in service (0.80%) over the B.005 design for the latest reporting month (June) (Measurements Aff., Exhibit G)

6. Miscellaneous Trunking Issues

33. As stated above, Verizon-MA was providing local interconnection trunks to 27 CLECs as of the end of June 2000. Only two of the CLECs, Winstar and AT&T, argue that Verizon-MA was doing a poor job of providing interconnection trunking. MediaOne also raises the same issues concerning an individual mid-span meet construction project. None of these anecdotal claims diminishes the strong performance record that Verizon-MA has established in providing local interconnection trunking.

34. Winstar claims that during the period January 2000 through June 2000, Verizon-MA was able to return only five Firm Order Confirmations ("FOC") on time (or 6%) out of a total of 89 trunks ordered from Verizon-MA. (Winstar, p. 5) Winstar's claim is not correct. First, Verizon-MA does not issue FOCs for individual trunks (*e.g.*, 89 FOCs for 89 trunks as Winstar claims), but rather for individual ASRs, *i.e.*, orders. Second, the 10 business day FOC standard applies only to forecasted trunk augment (Category 1) orders. For all other trunk orders,

the FOC is part of a negotiated process associated with the overall completion date of the trunk order. Specifically for Winstar, Verizon-MA's records indicate that during the period January 2000 through June 2000, five Winstar orders (not 89) totaling 110 trunks were completed. Verizon-MA was late in providing the FOC for one Category 1 order. Although Verizon-MA's record of providing a timely FOC is good, it is not perfect. However, four of the five orders were Category 3 project orders, all of which Verizon-MA delivered the FOC sufficiently in advance of the date due to enable Winstar to complete the trunk provisioning on time.

35. AT&T argues that the same inefficiency in Verizon-MA's trunk provisioning outlined in its original comments remains today and that during the period March 2000 through June 2000, 64 missed due dates were caused solely by Verizon-MA out of a total of 422 orders. (AT&T, p. 42) As found in Verizon-MA's previous review of AT&T's trunking claims, AT&T's latest trunking claim reveals that AT&T continues to be confused by its own record keeping and wrong about the facts it does present.

36. First, Verizon-MA's records indicate that AT&T actually submitted only 19 orders (as opposed to 422 claimed by AT&T) during the period March 2000 through June 2000.[5] In addition, eight of those orders were initiated by Verizon-MA as part of a non-service affecting tandem trunking rehome project (category 6).

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[5] It is possible and perhaps probable that AT&T is including Special Access services in its claims here, as it did in New York, and perhaps even interstate services. The FCC specifically has decided that allegations about provisioning such facilities are not part of Verizon-MA's Section 271 responsibilities. (*FCC In the Matter of Bell Atlantic New York for Authorization Under Section271 of the Communication Act To Provide Region, InterLATA Service in the State of New York*, CC Docket 99-295, Memorandum Opinion and Order ("Bell Atlantic Approval Order"), FCC 99-404, rel. December 22, 1999 at para. 340.

37. Second, focusing on the remaining 11 orders, AT&T again fails to report the number of supplements it issued to its initial trunk orders thereby causing AT&T to miscalculate Verizon-MA's timeliness in provisioning these interconnection trunks. Verizon-MA's records indicate that of these 11 local interconnection trunk orders, 7 of those orders (greater than 60%) had one or more supplements or changes to the initial request by AT&T, thus effectively extending the trunk provisioning due date.

38. Third, AT&T also neglects again to report the number of Customer Not Ready ("CNR") conditions associated with these trunking orders. The completion of six of the 11 AT&T interconnection trunk orders were adversely affected by a CNR condition. Simply stated, Verizon-MA cannot complete its provisioning of interconnection trunks if AT&T is not ready to accept the trunks. As with the number of supplements, CNRs are another critical piece of information that AT&T did not take into account in making its claims concerning Verizon-MA's provisioning performance.

39. Contrary to AT&T's claim, the data show that Verizon-MA did a good job installing the 11 interconnection trunk orders during the period March 2000 through June 2000. For these orders, the average FOC was 7.1 days and the average completed interval was 28.0 days (where there was no CNR), and the missed appointment rate was 0.

40. AT&T also claims that during March 2000 Verizon-MA arbitrarily changed due dates 18 times in seven separate orders initiated by Verizon-MA, because Verizon-MA was not ready to test trunks. (AT&T, p. 43) Without further specific order information from AT&T, Verizon-MA is unable to directly address AT&T's

claim. However, Verizon-MA was able to determine that during March 2000, it completed 47 Verizon-MA initiated trunk orders with a number of supplements against these orders, many of which were generated at AT&T's request. In addition, 32 orders were found to contain Customer Not Ready conditions. These data appear to indicate that AT&T again is mistaken in its claim.

41. Furthermore, AT&T argues that the divergence between Verizon-MA's metrics and AT&T's records differ because of the flexibility and creativity that Verizon-MA applies to its trunk performance reporting. (AT&T, pp. 43-44) Specifically, AT&T references the number of supplements or changes that Verizon-MA claims were issued against the AT&T trunk orders reviewed by Verizon-MA in the Checklist Affidavit. (Checklist Aff., ¶ 48 and AT&T Response to Record Request 234) AT&T claims that the "vast majority of these changes or supplements involve missed due dates by BA-MA." Nothing can be further from the truth. Verizon-MA performed another review of the 17 AT&T orders, in which 23 AT&T supplements were issued against them. Contrary to AT&T's claim, these were not simple date due changes. All 23 supplements involved corrections submitted by AT&T to the original orders, such as new Connecting Facility Assignments, additional Points of Termination, the quantity of trunks, new Access Customer Terminal Locations, or different billing account numbers. AT&T's claim cannot be supported by the facts.

42. Finally, AT&T claims that Verizon-MA's inability to provide trunking in a timely manner has delayed the installation of AT&T's new South Boston switch. Specifically, AT&T claims that it has been waiting over fourteen months for the

availability of E-911 facilities from Verizon-MA. (AT&T, pp. 41-42) AT&T's description of the facts is not accurate.

43. In December 1999 and January 2000, pre-ASR meetings were held between AT&T and Verizon-MA to discuss the new AT&T South Boston switch project. Subsequent to those meetings (February 2000), AT&T informed Verizon-MA that no AT&T transport facility infrastructure, *e.g.*, fiber, was available to/from its new switch. Verizon-MA immediately informed AT&T that it could not continue with the project until AT&T notified Verizon-MA that it could proceed with the provisioning and activation of the DS3 fiber transport facilities. By mid-April, AT&T resolved the infrastructure problem, but Verizon-MA had still not received clean transport facility (DS3) or trunk order requests from AT&T. At that time, AT&T was advised that all tentative dates would be postponed until AT&T submitted accurate facility orders. The ASRs that were scheduled to be issued by April 17, 2000, for 911 trunks were not received. During May, due dates for Verizon-MA orders were negotiated. However, AT&T advised Verizon-MA that it was not ready to turn up trunks because of a problem with its new switch. And, during June, Verizon-MA did experience some transport facility shortages and advised AT&T of new proposed relief dates. Verizon-MA engineers, however, were able to work out a solution with AT&T that would allow the provisioning of orders earlier than the proposed relief dates. To date, ***

** for the new switch have been processed and completed consisting of *** **. As of July 31, Verizon-MA has not received any

orders from AT&T for 911 trunks associated with the AT&T's new South Boston switch.

44. MediaOne reiterates the same claims as it did in its November 1999 Initial Comments regarding delays in the establishment of a mid-span meet arrangement with Verizon-MA in Brockton. Verizon-MA thoroughly addressed MediaOne's claims in its Checklist Affidavit. (Checklist Aff., ¶¶ 60-62) Although Verizon-MA acknowledges that there were difficulties with the completion of this project, they were attributable to both parties and not solely to Verizon-MA as MediaOne claims.

45. Overall, Verizon-MA has provided an extraordinary number of high quality interconnection trunks to CLECs in reasonable and non-discriminatory intervals. Today, these trunks support nearly two billion minutes of traffic per month and there is ample capacity to carry far more traffic. The limited number of claims cited by a few CLECs, as noted above, should not detract from an otherwise solid performance record compiled by Verizon-MA.

II. ACCESS TO UNBUNDLED NETWORK ELEMENTS (Checklist Item 2)

A. Access to UNEs

46. As stated in the Checklist Affidavit, Verizon-MA provides non-discriminatory access to network elements, both separately or in combined form, in essentially the same manner provided by Verizon-NY, which the FCC found satisfied this checklist item. (Checklist Aff., ¶ 132) Specifically, Verizon-MA provides CLECs with access to UNEs, including loops, dedicated local transport, and dedicated local and tandem switching ports, on a standalone basis at their physical or virtual

collocation arrangements in Verizon-MA central offices or as otherwise required by the Department.

47. No CLEC filed comments on or took issue with their access to UNEs. However, Rhythms / Covad commented on Verizon-MA's policies regarding the conversion of virtual collocation arrangements to cageless collocation and its power charges for collocation, certain provisions of Verizon-MA's Collocation at Remote Terminal Equipment Enclosures ("CRTEE"), and the provisioning of Special Billing Numbers ("SBN") for ADSL loops.

48. Rhythms / Covad state that they have "repeatedly requested that BA-MA convert its virtual collocation arrangements to cageless arrangements [in place] .... and that "notwithstanding these requests, BA-MA has continually refused to implement these conversions in Massachusetts." (Rhythms/Covad, p. 14) As these commenters well know, the issue of virtual-to-cageless collocation conversions is being properly addressed by the Department in a comprehensive manner in the D.T.E. 98-57 proceeding, and therefore, does not require separate and additional review herein. However, it is important for the Department to note that Covad has no virtual collocation arrangements installed in Massachusetts and only one pending request (the request has been on hold since December 1999 because Covad has not provided Verizon-MA with essential engineering and other information) and that Rhythms has but two virtual collocation arrangements installed in the state with no pending requests. Moreover, a review of the two central offices in which Rhythms has virtual collocation shows that an in-place conversion of these arrangements would result in a commingling of Rhythms'

equipment with Verizon-MA's equipment. Verizon-MA's legitimate concerns about network security and protection, in general, and its opposition to the commingling of its central office equipment with CLEC equipment, in particular, is well documented in the Checklist Affidavit (¶¶ 93-95) and Verizon-MA's pending Motion for Reconsideration and Clarification in D.T.E. 98-57, filed April 13, 2000, pages 6–9).

49. Rhythms / Covad state that "In stark contrast to BA-MA's position, BA-NY's tariff includes an offering for in-place conversions from virtual collocation to cageless collocation" and that "BA-NY has been providing virtual to cageless conversions in New York under a tariff since December 1999." (Rhythms/Covad, p. 15) The comments of Rhythms / Covad misrepresent and distort Verizon-NY's tariff as it pertains to conversions of virtual collocation arrangements to cageless arrangements. Contrary to Rhythms / Covad's account of Verizon-NY's obligations under Section 5.9(A) of the P.S.C. No. 914 Tariff, Verizon-NY was required by the New York PSC to offer conversions from virtual to cageless only in the limited circumstances and for the restricted period of time described below (which is a verbatim excerpt from Verizon-NY's tariff):

> CLECs will be permitted to convert Virtual Collocation arrangements to CCOE Arrangements for:
>
> -- Virtual Collocation arrangements in operation prior to August 31, 1999.
> -- Applications for Virtual Collocation received prior to August 31, 1999
>
> The CLEC will have 60 days from the effective date of this tariff [December 14, 1999] which is being served on all CLECs with Virtual Collocation Arrangements, to submit its request in writing to convert the Virtual Collocation arrangement (or pending Virtual Collocation application) to CCOE. The Telephone Company will meet with the CLEC to schedule the conversion.

Despite this opportunity, not one of the approximately 15 CLECs with virtual collocation arrangements in New York converted its virtual arrangement to cageless collocation during the 60-day timeframe established by the New York PSC.

50. Rhythms / Covad state that Verizon-MA's CRTEE tariff offering is "not consistent with the FCC requirements" and that the "terms and conditions included in this tariff are incomplete and overly vague." (Rhythms/Covad, pp. 17-18) As with Verizon-MA's policy on virtual to cageless conversions, Verizon-MA's CRTEE tariff has been and continues to be the subject of extensive review by the Department in the D.T.E. 98-57 proceeding. The Department established that proceeding as the proper forum for its review of CTREE and should reject, as misplaced and unnecessary, the attempt by Rhythms / Covad to introduce yet another review of Verizon-MA's CRTEE tariff as part of this proceeding.

51. Rhythms / Covad also claim that Verizon-MA's policy on power charges for collocation is "entirely inconsistent with industry standards and with other ILEC practices" and results in "substantial and unjustified overcharges." (Rhythms/Covad, pp. 19-20) Verizon-MA provides and charges for power pursuant to Department-approved rates. Attempts by Rhythms / Covad to introduce an additional and separate review of these rates herein are misplaced and unnecessary.

52. Covad states that it has experienced "a lot of difficulty in obtaining the correct SBNs [Special Billing Numbers] Massachusetts for loop ordering" and that Verizon-MA has "failed to give Covad SBNs in a timely manner and, when given,

Covad has discovered that BA has given it the wrong SBNs." Covad further states that it "should be able to obtain SBNs two weeks before Covad accepts a collocation site." (Rhythms/Covad (Szafraniec/Katzman) Dec. ¶ 40) The comments by Covad are perplexing, confusing and contradict the testimony of Covad's own witness during the December 6, 1999, Technical Session. As noted in the Checklist Affidavit (¶ 115), Covad's witness acknowledged that "[to] the best of my knowledge, SBNs are not an issue for Covad." (Tr. 3081) During the same session, Covad stated that "[t]here were some issues initially, but I believe they've all been straightened out. But I hear no news, which I assume to be good news, from my team, *so it's not an issue."* [emphasis added.]. The testimony of Covad's witness on December 6 clearly is at odds with its filed comments.

Adding to the confusion is the fact that Verizon-MA has provided only four collocation arrangements to Covad since the December 6 Technical Session. Here are the facts:

Job	Due Date	Date SBN Given
1	12/15/99	9/27/99
2	1/21/00	12/3/99
3	6/27/00	4/19/00
4	8/9/00*	6/30/00

*Job delivered early

In addition, Covad has 10 jobs due on August 9 or 10. Verizon-MA provided the SBNs for these jobs on June 30, 2000, more than one month early. Since Covad's witness gave a positive assessment of Verizon-MA's SBN provisioning as of last December, that all SBNs provided since that time were given to Covad well in advance of the due date, and that Covad has not formally or informally contacted

Verizon-MA about SBN problems prior to filing its comments, there is simply no factual basis to support Covad's claim that it "continues to have problems with incorrect SBNs." Finally, as noted in the Checklist Affidavit (¶ 116), Verizon-MA has been providing (and continues to provide) SBNs to CLECs two weeks prior to the due date of collocation arrangements more than 98% of the time since October 1999. Moreover, Verizon-MA attempts to consistently provide SBNs as early as one month prior to the due date of an arrangement.

B. UNE Rates

53. AT&T's and WorldCom's claims that Verizon-MA's long distance request for Massachusetts must be denied until its UNE rates are in compliance with the FCC's TELRIC methodology have been properly rejected by the Department in its Letter Order dated July 27, 2000. (AT&T, pp. 8-15) (WorldCom (Ankum/Huffman) Dec. ¶ 3-4) In its Order, the Department specifically stated that "…Bell Atlantic's current UNE rates were established using a Department-approved TELRIC study.", and that "[t]herefore, contrary to AT&T's contentions, the current UNE rates in Massachusetts are in compliance with the FCC TELRIC methodology and related statutory requirements." (Department Letter Order, ¶ 3)

54. Moreover, the Department further rejected the identical claims now raised again by AT&T and WorldCom in this proceeding that Verizon-MA's current UNE-Platform rates create an alleged "price squeeze" and a barrier to local competition in the state. The Department found that claims of an alleged "price squeeze" for local switching charges for carriers that utilize the UNE-P platform were addressed by the Department's July 24, 2000 approval of the Z-Tel interconnection

agreement. That agreement provided a 30% to 50% reduction for local switching rates that is available to all carriers operating in Massachusetts, including AT&T and WorldCom. (Department Letter Order, ¶ 3)[6]

55. Finally, the Department specifically noted the most recent decision by the United States Court of Appeals for the Eighth Circuit, vacating and remanding to the FCC its rules requiring the use of TELRIC in establishing UNE rates. (See *Iowa Utilities Board, et al., Petitioners v Federal Communications Commission and United States of America, Respondents.*, No 96-3321, filed July 18, 2000.) In light of this remand, the Department determined that it was appropriate "to maintain the status quo for UNE prices and the wholesale discount pending either a ruling by the FCC on remand or a Supreme Court ruling modifying the Eighth Circuit's findings." (Letter Order, ¶ 3). Accordingly, the Department rejected AT&T's petition to reexamine Verizon-MA's UNE rates, and that conclusion and finding is equally appropriate in the Department's current 271 review.

C. Access to UNE Combinations

56. As stated in the Checklist Affidavit (¶ 135), Verizon-MA provides access to UNEs in an already combined form and provides the means for CLECs themselves to combine individual network elements. No CLEC challenged the terms and conditions under which Verizon-MA provides access to the UNE-Platform or Switch Sub-Platform combinations, and only WorldCom raised issues concerning Verizon-MA's provision of EELs.

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[6] In addition, any carrier claim of an alleged "price squeeze" for competition for residential customers by switch-based CLECs is further undermined by the fact that in compliance with its merger commitments, Verizon-MA is currently making available additional discounts on average of up to 25 % for UNE loops and 32% for resold lines. (Merger Commitments at para. 34-36)

57. WorldCom states that Verizon-MA's EEL offering "continues to contain a number of discriminatory restrictions and costs which demonstrate that BA-MA still has a long way to go to fulfill the requirements of the section 271 checklist." (WorldCom (Lichtenberg/Kinard/Drake) Dec. ¶ 34) More specifically, WorldCom states that the EEL offering "does not comply with the FCC's June 2, 2000 FCC Supplemental Order Clarification" because it "fails to include the third alternative – that the CLEC certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic." (WorldCom (Lichtenberg/Kinard/Drake) Dec. ¶ 34) WorldCom also suggests that Verizon-MA has not implemented the Department's March 24, 2000 Order and continues to insist that the two components of the EEL (loop and transport) be ordered separately, thus increasing CLEC costs and time to provision. (WorldCom (Lichtenberg/Kinard/Drake) Dec. ¶ 35)

58. WorldCom's comments are misplaced and misleading. First, WorldCom has made the same arguments in the Department's investigation of Verizon-MA's unbundled network element tariff (D.T.E. 98-57). That proceeding is the appropriate forum to debate the terms, conditions and rates of Verizon-MA's tariff offerings. Second, as WorldCom knows, Verizon-MA filed a letter with the Department in D.T.E. 98-57 on July 17, 2000, asking the Department to take administrative notice of the FCC's June 2 Supplemental Clarification Order and requesting that it reconsider its March 24 Order in light of that FCC decision. In that letter, Verizon-MA indicated

its willingness to revise its tariff language to incorporate the third alternative described in the FCC's Order. In the meantime, Verizon-MA is complying with the requirements of the FCC's Order.

59. With respect to WorldCom's second issue concerning EEL ordering procedures, in its recent Supplemental Clarification Order, the FCC expressed its confidence in the existing provisioning procedures used to deploy unbundled loop-transport combinations using the ASR process, a process that carriers – including WorldCom have historically used to provision access circuits. Accordingly, WorldCom itself would be unlikely to benefit from the change it proposes, since it would require WorldCom to develop unique methods and procedures for one type of service in only one state in which it does business. It makes no sense to require Verizon-MA, WorldCom and every other CLEC purchasing EELs in Massachusetts to develop an ASR process different from the one that is in place and that is used nationally. Such an unnecessary effort would create costly workarounds for ordering activities in Massachusetts. Further, such workarounds are likely to cause Verizon-MA's service order processing costs to increase – not decrease. Consequently, non-recurring charges in Massachusetts would increase rather than decrease as WorldCom anticipates.

60. Further, at the very least, WorldCom should present this issue to the Order and Billing Forum pursuant to its established procedures for appropriate evaluation and disposition. WorldCom has not done so. Accordingly, the Department should reject WorldCom's complaints outright. At most, the Department should address

WorldCom's issues in D.T.E. 98-57, which is the appropriate forum for reviewing such matters.

61. Finally, WorldCom suggests that it has "reason to doubt that BA-MA is in fact prepared to provide EELs in a timely and accurate fashion" based on a single EEL test order placed in New York. (WorldCom (Lichtenberg/Kinard/Drake) Dec. ¶ 36) Rather than rely on WorldCom's "test" results from New York, the Department should instead rely on Verizon–MA's actual experience in Massachusetts where Verizon-MA is providing three EEL arrangements, each of which were provisioned on schedule and met the requirements of the FCC's Supplemental Order.

D. Access to Unbundled Dark Fiber

62. As discussed previously, Verizon-MA also has an established track record in providing UNE-Dark Fiber. As of February 2000, Verizon-MA had completed 72 dark fiber orders and provided these orders on time an average of 87.5% of the time. (Checklist Aff., ¶ 263) As of June 2000, Verizon-MA has completed a total of 171 dark fiber orders and provisioned approximately 1,000 miles of dark fiber to four CLECs. More specifically, over the period March 2000 through June 2000, Verizon-MA completed a total of 99 orders. On average, Verizon-MA completed these orders on time 87.88% of the time. This on-time completion average includes the month of March 2000 when Verizon-MA completed half of these orders (49) and scored an on time completion rate of 75.5%. Importantly, over the past three months, Verizon-MA completed an additional 50 dark fiber orders on time 100% of the time.

III. NON-DISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY (Checklist Item 3)

63. To update previous data with respect to poles, ducts, conduits and rights of way, as of the end of the second quarter of 2000, Verizon-MA had 362 pole-attachment agreements and 86 conduit-occupancy agreements. There are 31 pole-attachment agreements with CLECs/Other Common Carriers ("OCC") and 141 pole-attachment agreements with Cable television companies ("CATV"). Of the 86 conduit-occupancy agreements, 18 are with CLECs/OCCs and 18 with CATVs. Verizon-MA still has not received any request for access to rights-of-way.

64. Verizon-MA procedures call for the completion of make-ready work and issuance of licenses for pole attachments within 180 days and for conduit occupancy within 90 days after receiving authorization from the licensee. During the first quarter of 2000, Verizon-MA completed make-ready work and issued licenses for pole attachments in an average of 130 days, consisting of 166 days for CLECs/OCCs, 144 days for CATV, and 38 days for "Other". The average number of days for make-ready work for conduit occupancy for the first quarter of 2000 was 90 days. These jobs were only for CLECs/OCCs.

65. During the second quarter of 2000, Verizon-MA received 30 requests for access to records and was able to provide the information requested for more than 80% of those requests within five business days after receipt of the request. Further, Verizon-MA responded to these requests on an average of approximately four business days.

66. In response to the stated concerns and comments of licensees over the past several months, Verizon-MA has updated the initial draft agreements for both pole attachments and conduit occupancy provided to the Department and other parties in

December 1999. Verizon-MA provided a copy of its revised license agreements that comply with the Communications Act of 1996. (*See* Verizon-MA's responses to information requests DTE-ATT-4-18 and DTE-ATT-4-19) Verizon-MA is willing to enter into new license agreement in the form of those provided as attachments to the responses to the information requests. AT&T, NECTA, and RCN filed specific comments about certain of the terms and conditions in those license agreements, and Verizon-MA responds to these individual points in Exhibit M of this Affidavit.

67. Comments submitted by NECTA, AT&T, and RCN argue that licensees should be able to use their choice of workforce to complete make-ready work. (NECTA, p. 18; AT&T, p. 54; RCN, p. 8) In Verizon-MA's Supplemental Filing, page 44, and Checklist Affidavit ¶ 156, Verizon-MA stated that its must comply with its collective-bargaining agreements regarding the personnel that may perform make-ready work functions involving Verizon-MA-owned facilities. Contrary to NECTA's assertion, Verizon-MA did provide information regarding the labor contract in its response to information request DTE-NETCA-4-11, and its subsequent filing on July 11, 2000, which included the attachment that was inadvertently excluded.

68. RCN again raises the issue of Verizon-MA's policy of limiting pole applications to 2,000 poles in one area. (RCN, p. 7) Verizon-MA already addressed the 2,000 pole limitation on page 46 of its Supplemental comments and also in its Checklist Affidavit, ¶ 145. Verizon's policy is not discriminatory. Verizon-MA must have the ability to limit, when necessary, the number of poles in one area in order to

manage and respond to requests from multiple licensees, both from a viewpoint of efficient management and fairness to all licensees and Verizon-MA. As noted in the comments, however, Verizon-MA has not enforced this restriction with RCN.

69. On June 4, 1999, RCN submitted about 30 pole license applications for the city of Quincy. These applications were submitted alphabetically by street name. At a project management meeting, held on June 4, 1999, Verizon-MA suggested that RCN submit its applications grouped geographically within the City so the requests could be more efficiently managed. RCN submitted a total of 80 applications for Quincy between June 14 and October 1, 1999. Of the 80 applications, 44 have been licensed. Verizon-MA is in the process of scheduling make-ready work for 25 applications. Nine are awaiting a check for make-ready work from RCN, and the remaining two are in progress. Verizon-MA has licensed more than one-third of the poles in Quincy and continues to process RCN's requests for the city of Quincy and elsewhere.

70. In its comments, RCN argues that Verizon-MA imposes restrictions on RCN that it doesn't follow for its own facilities. Specifically, RCN charges that Verizon-MA engages in the practice of "boxing" poles in Quincy, but prevented RCN from doing so.[7] (RCN, p. 9) It is true that some instances of boxing of poles occurred in Quincy, but those instances were not in conformance with Verizon-MA's practices, and we are not "boxing" poles at new locations for Verizon-MA's facilities.

[7] Boxing of a pole refers to the practice of placing wires on opposite sides of a pole. If boxing were permitted, it would avoid, in some instances, the need to create vertical space between wires and thereby possibly avoid some make-ready work.

Furthermore, the Mayor of Quincy directed that no further boxing of poles be allowed.

71. In its comments, NECTA argues that Verizon-MA places unnecessary restrictions on licensees with respect to overlashing of facilities. (NECTA, pp. 13-18) NECTA suggests that overlashing became controversial beginning with the overlashing of fiber-optic cables that could provide service in competition with the services offered by pole owners. This is inaccurate. Pole owners' concerns significantly predate fiber-optic overlashing. Pole owners have historically been concerned about mid-span crossovers caused by the placement of newly overlashed cable operator facilities on improperly tensioned existing strands. This caused physical contact at the midspan and a potential hazard to existing Verizon-MA and other licensee's facilities. The construction practice known as "sagging in" the cable operator's facilities to match the sag of existing telephone company facilities was generally accepted in the 1970s and 1980s, and as a result some existing strand was never tensioned properly. Because the strand had been sagged in instead of tensioned to specifications based on its size and strength, additional weight on the strand caused by overlashing increased the sag of the strand and resulted in a midspan crossover of facilities. This concern had nothing to do with the types of services that the cable operator could provide as a result of overlashing an additional cable, it was strictly concern for the protection of Verizon-MA facilities and the facilities of all attachees on the pole.

72. Verizon-MA fully supports the concept of overlashing as long as it is performed in a way that does not adversely affect existing attachees' facilities. The overlashing

process that Verizon-MA proposed was the result of numerous discussions at the licensee workshop. The proposed process includes significant changes from Verizon-MA's existing procedure and is designed to meet the concerns of licensees expressed at the workshops, while ensuring that existing facilities are protected.

73. NECTA proposes that Verizon-MA adopt a recent overlash agreement that was part of a settlement agreement in Maryland. These are two major differences between Verizon-MA policies on overlashing and the Maryland agreement: (1) the timetable for notification prior to starting the overlash project and (2) the post-construction survey by Verizon-MA. With respect to the timetable for notification Verizon-MA's proposed procedure would provide for a 10-day notification period whereas NECTA proposes same day notification. NECTA's argument for same-day notification is contrary to the position of the participants at the September, 1999, Licensee Workshop. (Verizon-MA's response to information request DTE-NECTA-4-8, Attachment 2, Memo dated August 26, 1999) In documentation submitted for that workshop the participants proposed a 14-day notification period. In addition, NECTA's proposal for same-day notification does not provide Verizon-MA with the ability to schedule work efficiently. By providing a 10-day notification period, scheduling conflicts between Verizon-MA and other licensees can be avoided.

74. Both the Maryland Agreement and Verizon-Ma's policy are consistent with the ability to conduct a post-construction survey. However, NECTA's proposal would have Verizon-MA bear the cost for a survey of overlash work performed by and for the benefit of a licensee. NECTA's proposal is unjust and should be rejected.

Under NECTA's proposal the licensee does not pay for the survey unless deviations are found with the work performed. If a deviation is found the Licensee is responsible only for payment of that portion of the survey where those deviations are found. Verizon-MA's proposal is that the cost causer be responsible for the cost of the survey. If a survey is performed, Verizon-MA would sample 10% of the poles overlashed and charge the licensee accordingly. If no more than 2% deviations are found in that sample, no further survey work will be conducted. Since the need for the survey is the result of work done by the licensee, the cost causer, *i.e.* licensee, should be responsible for the total cost of the survey.

IV. UNBUNDLED LOCAL LOOPS (Checklist Item 4)

A. UNE Loop "Hot Cuts"

75. Verizon-MA continues to deliver excellent service to more than ten CLECs that have sought access to UNE loops via the "hot cut" process. As reported earlier, for the period July 1999 through February 2000, Verizon-MA completed 97% of its hot cut orders on time. (Checklist Aff. ¶ 174) Since that time, Verizon-MA has consistently demonstrated nearly perfect on-time results for each month from March through June 2000 (Supp. Measurement Aff. Exhibit G1), a fact that has been substantiated by KPMG in its review of Verizon-MA's processes. Verizon-MA has also continued to provide quality cutovers, with trouble reports for less than 1% of all cutovers every month. Thus, Verizon-MA's hot cut performance greatly surpasses that approved by the FCC for Verizon-NY as satisfying its

Section 271 responsibilities.[8] Further, apparently unlike SWBT, Verizon-MA revised its procedures in the second quarter of 2000 so that all of Verizon-MA's hot cut "outages" are captured within the installation quality measurement.[9] Accordingly, Verizon-MA's outages are also less than 1%.

76. Working with its CLEC customers, Verizon-MA has resolved the problems that arose in early 1999 in the world of hot cuts, and all participants have moved on to new and higher performance levels. Indeed, another major ILEC was referred to Verizon-MA by one of the CLECs operating in Massachusetts who recommended Verizon-MA as the model for hot cut provisioning.

77. Of all its hot cut partners, only AT&T has challenged the excellence of Verizon-MA's reported performance results, and it is not even the most active hot cut partner in the state. For example, earlier this summer another CLEC completed over 2,500 loop migrations or hot cuts in just one week alone. Significantly, AT&T did not make any specific claim as to the level of Verizon-MA's performance. Nor did it provide any data in support of even its vague claims. This is, of course, the second time in this proceeding that AT&T has attempted to raise hot cut "issues" while

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[8] The two principal measures that the FCC used to evaluate Verizon-NY's hot cut performance were the high percentage of cuts delivered on-time and the low percentage of installation troubles reported for these cuts. With respect to the provisioning of hot cuts on-time, the FCC noted that Verizon provided service better than 90% on-time, and "that on-time hot cut performance at a level of 90 percent or greater is sufficient to permit carriers to enter and compete in a meaningful way in the New York local exchange market." (*FCC Approval Order* ¶ 298) The second measure that the FCC relied upon in determining that Verizon-NY satisfied the checklist requirements was the C2C performance data showing "extremely low rates of installation troubles reported on the lines provisioned through Hot Cuts." (*Id*. ¶ 300) The trouble rate in the case of Verizon-NY was less than 2% of the lines provisioned through hot cut loops.

[9] In the Matter of Application of SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance, Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Texas, CCDocket No. 00-65, Released June 30, 2000.

providing no data whatsoever. Thus, AT&T's claims are entirely unsubstantiated and unreliable. Perhaps even more significantly, AT&T's claims do not come from any of the operating personnel with whom Verizon-MA interfaces daily in the provision of hot cuts. There is good reason for this deficiency. As discussed below, Verizon-MA works closely with these personnel on an order-by-order basis and has provided them with weekly service summaries for the past several months. In this real-world interaction, there have been no claims that Verizon-MA is miscounting its hot cut performance. Indeed, the only place these "issues" are raised is in this regulatory forum.

78. Here, AT&T alleges that Verizon-MA has not provided the underlying data that supports its hot cut performance record. (AT&T, pp. 29-31) This claim is blatantly false. In fact, in response to ATT's recent interrogatories, Verizon-MA has invested hundreds of man-hours to provide nearly 30 boxes of records containing tens of thousands of documents for ATT and the Department's review. (Verizon-MA Response to Information Request DTE-ATT 4-5) To assist with the investigation of this material, these documents are organized by month and by AT&T PON number even though: Verizon-MA does not typically track information by these CLEC-unique identifiers. Further, at the request of AT&T's counsel, AT&T was provided with the detail as to which PONs Verizon-MA had scored "made" or "missed" each month. Now, weeks later, AT&T has not even looked at this information in order to determine those instances where it would even allege that Verizon-MA may have mis-scored the order.

79. In any event, AT&T's claims about Verizon-MA's data are nothing more than a red herring. AT&T has its own records, which it could use to make specific, substantiated claims of inadequate service, if there were any. It has, however, not done so. Instead, all that AT&T has done is to present hypothetical calculations of what Verizon-MA's performance might have been if it had counted as "missed" any orders that might have been supplemented due to "problems" caused Verizon-MA. (AT&T, pp. 31-32) This is merely a tautological argument, not evidence of any problems. The simple fact is that Verizon-MA does not "supp" orders nor does it ask that CLECs supplement orders that have been missed due to a Verizon reason to avoid counting them as misses. Verizon-MA counts those orders as missed.

80. Rather than present evidence to support its claims, AT&T argues that the Department should initiate a data reconciliation process. (AT&T, p. 37) This is nothing more than a delaying tactic. AT&T has failed over the many months of this proceeding to present any counter data whatsoever for analysis. Indeed, when AT&T finally delivered the data behind its claims against Verizon in New York, the New York PSC concluded that neither AT&T's "expert witness" nor its claims were credible: "the striking discrepancy between the AT&T data and the BA-NY data was explained primarily by AT&T errors or its idiosyncratic definitions of measurement terms." (*Evaluation of NY PSC – Reply*, dated November 8, 1999, at 21)

81. Moreover, there is now even less reason to lend any credibility to AT&T regulatory claims. The fact is that Verizon personnel provide their counterpart AT&T operating personnel with *weekly* reports of Verizon's hot cut service performance

every week since the week ending May 12, 2000. Copies of these transmittals are attached in Exhibit N.[10] Each report indicates specifically each of the orders that was missed, delayed because of "Customer Not Ready" (CNR) conditions, or cancelled. As can be seen from the attached reports, Verizon's on-time performance for AT&T over the past eleven weeks ranged between 95.9% and 100%. None of the AT&T recipients, the personnel directly involved in the hot cut process, has ever questioned the accuracy of Verizon-MA's order scoring. The only discussions around this information has been how to complete those orders that were not worked on their original due date.

82. AT&T's current regulatory claims are particularly egregious because they fly in the face of the extremely close working relationship that the companies have established on an operational level. Verizon-MA and AT&T operational personnel meet in regularly scheduled conference calls every week and meet in face-to-face meetings at least once a month. Of particular note is the fact that the operational personnel of each company have visited and reviewed the other's operational centers in various parts of the country to ensure an effective working arrangement. Indeed, in just the first half of 2000, eight operational visits have been conducted:

- January, February, March: Verizon personnel went to the AT&T Provisioning Center in Denver;
- April: AT&T personnel came to the Verizon New York TISOC and RCCC;
- May: AT&T personnel came to the Verizon TISOC and RCCC in Boston as well as the Verizon TISOC in Silver Spring, Maryland, and the Verizon RCCC in Hunt Valley, Maryland; and

[10] The data transmitted for Verizon – North is also included in the Exhibit. Verizon-MA's performance constitutes the vast majority of the hot cuts performed for Verizon-North exclusive of Verizon-NY.

- June: Verizon personnel went to the new AT&T Provisioning Center in Orlando, Florida.

83. During these visits, much was learned (and put to use) by both companies to improve the inter-company coordination process for hot cuts ranging over a host of individual operational issues. This is the way to improve performance, not making unfounded accusations in regulatory proceedings.

84. For example, AT&T has never claimed during these sessions that its receipt of the Access Customer Termination Location ("ACTL") information rather than the cable-and-pair ("CFA") was adversely affecting the ability to successfully complete hot cuts. Nor has any other CLEC served via the hot cut process made this claim. The reason for this is simple. AT&T already has the CFA information it is requesting. (Indeed, at their specific request, CLECs have the assignment responsibility for designating the CFA for their orders.) The only reason that AT&T requested that the CFA data be "parroted" back to them in the first place is that they wanted to make sure that the Verizon frame personnel were going to the proper CFA termination. AT&T feared that improper CFA information would cause the Verizon frame attendant to go to the incorrect collocation termination, thus resulting in a potential No Dial Tone/Wrong Dial Tone situation. Verizon and AT&T have conducted many tests and numerous reviews of No Dial Tone conditions, and improper CFAs from the TISOC has never surfaced as a driver of AT&T's problems. In fact, as part of the No Dial Tone/Wrong Dial Tone notification process, the Verizon coordinator provides the CFA in question to the

AT&T coordinator just to make sure that the Verizon-MA frame technician is at the correct location.

85. Finally, the Department now has the additional verification provided by KPMG to lay AT&T's innuendo to rest. Specifically, KPMG reviewed both Verizon-MA's adherence to the hot cut process and it's hot cut performance. With respect to the hot cut process, KPMG tested whether "Hot Cut/IDLC coordination procedures are conducted in adherence with the methodologies prescribed in Method and Procedure documentation". (KPMG Draft Report, p. 163) KPMG recorded that:

- "KPMG Consulting observed eighty-one loop migrations (Hot-Cut) tests with a total of seven hundred and ninety-three tasks. KPMG Consulting measured BA-MA's ability to adhere to tasks defined in their Methods and Procedures documentation. Seven hundred and eighty-five tasks (99%) were provisioned in accordance to BA-MA's Methods and Procedures." (POP-7-1-2-A)

- "KPMG Consulting observed twenty-two loop migrations (IDLC) tests with a total of two hundred eleven tasks. KPMG Consulting measured BA-MA's ability to adhere to tasks defined in their Methods and Procedures documentation. Two hundred ten tasks (99%) were provisioned in accordance to BA-MA's Methods and Procedures." (POP-7-1-2-B)

86. KPMG also tested whether "Hot Cut/IDLC coordinated provisioning procedures are conducted in accordance with stated timing intervals." (KPMG Draft Report, p. 164.) Here, KPMG similarly found excellent results:

- "KPMG Consulting observed eighty-one loop migrations (Hot Cut) tests with a total of eighty-seven lines. KPMG Consulting measured BA-MA's ability to meet provisioning frame due times. Eighty-one migrations (100%) were provisioned at the agreed upon frame due time." (POP-7-1-3-A)

- "KPMG Consulting observed twenty-two loop migrations (IDLC) tests with a total of twenty-two lines. KPMG Consulting measured BA-MA's ability to meet provisioning frame due times. Twenty-one

> migrations (95%) were provisioned at the agreed upon frame due time." (POP-7-1-3-B)

87. Needless to say, KPMG concluded that each of these findings was Satisfactory. Among other affirmative findings, KPMG similarly found that, with respect to "Performance Measurement and Reporting", Verizon-MA "performance measures are defined and controllable" (POP-7-3-1) and its "responsibilities for tracking and maintaining measures are defined" (POP-7-3-2). (KPMG Draft Report, p. 167.) Finally, with respect to that performance, KPMG observed that Verizon-MA had achieved an average on-time rate for hot cuts of 98.1% and for IDLC of 96.6% for the October 1999 to January 2000 period it reviewed, stating that: "[o]verall, there were 1,427 hot cuts completed with a 98% on time rate." (KPMG Draft Report, Test POP-6-2-6, p. 146)

88. Thus, contrary to AT&T's claims, there is every reason for the Department to credit Verizon-MA's excellent reported results and no reason whatsoever to credit AT&T's claims or its request for the further expenditure of Department and Verizon-MA resources. All of the evidence shows that Verizon-MA's hot cut performance is excellent.

89. The only specific responsive information that AT&T offers in its Comments reargues its earlier claim that several of its hot cut lines experienced service problems nearly a year ago, (*i.e.*, between August and November 1999) resulting in trouble tickets. (AT&T, pp. 38-39) As discussed in the Checklist Affidavit, AT&T's claims at best amount to its admission on its part that 97% of its hot cut lines were properly provisioned – even in this now distant period.

90. As for its specific claims, it seems that AT&T is confused about the explanations provided in the Checklist Affidavit:

- **PON BOSY9901702**: AT&T states that "Bell Atlantic claims that this order was delayed in accordance with the mutually accepted Hot Cut process, and that no reportable problem occurred." (AT&T, p. 38) Though AT&T is correct with its statement about the delay and the hot cut process (*i.e.*, the cut cannot proceed unless dial tone is present at both the off (Verizon-MA) and on (CLEC) conditions), AT&T is incorrect about Verizon-MA not recognizing a service problem. The Checklist Affidavit clearly states that "BA-MA records indicate that the end user's line was out-of-service due to a cable failure that occurred prior to the scheduled Hot Cut date. This trouble caused by the cable failure continued to the date of the cut." (Checklist Aff., p. 180) AT&T goes on to make further comments in a footnote about Verizon-MA claiming that the Hot Cut of BOS9901702 was a "routine matter". This phrase was never used to describe BOS9901702 in the Checklist Affidavit, so it is difficult to ascertain the factual point AT&T is attempting to make with this assertion. Instead, it seems as though it is trying to portray the Hot Cut process as being more complicated than it is.

- **PON BOSY9901756**: AT&T states "Bell Atlantic claims that is has no record of any trouble report, yet AT&T's records indicate several trouble tickets, including Ticket CL009775". (AT&T, p. 38). This appears to be a matter of simple misinterpretation or confusion. Verizon-MA stated in the Checklist Affidavit that "BA-MA has no record of any trouble reports on this line or of problems related to the Hot Cut", meaning that there was no Verizon-MA caused problem or difficulty associated with the migrations related to this PON. AT&T is correct that there was a trouble ticket, CL009775 entered on 10/21/99 at 10:33AM. This ticket was dispatched to the central office immediately, where the technicians found no trouble, closing the ticket at 11:46AM. AT&T is wrong, however, in its belief that Verizon-MA failed to follow the Hot Cut process by not pulling Verizon-MA switch translations. Switch translations are typically not removed until the day after the completion of the migration in the event that the CLEC requests that the end user be 'snapped back' to Verizon-MA, as is the case in upwards of 5% of completed Hot Cuts. The placement of a trigger is the vehicle that enables the end user to properly receive incoming calls.

- **PON BOS9901844**: Once again there seems to be some confusion with the facts as presented by Verizon-MA. In the Checklist Affidavit, Verizon-MA refers specifically to AT&T's claims of a trouble on 12/8/99, stating that "Troubles reported on unbundled loops many days following the porting of a line are seldom related to the hot cut." As with BOSY9901756, there were additional trouble tickets entered by AT&T that were not discussed in the

> Checklist Affidavit because they did not indicate any Verizon-MA network problems. The first, CL011253 entered on 11/30/99 at 5:18PM, was dispatched to the Central Office which closed the ticket less than one hour later (6:06PM) to "No trouble found, Good dial tone at pair." The second ticket, CL011341 entered two days later at 10:07AM, appears to have been sent to the field dispatch center, where it was closed to a billable disposition code (either a no trouble found or a misdirected trouble) 5 hours later. Neither of these tickets would have surfaced during an investigation of Verizon-MA network troubles since no trouble was found in Verizon-MA's network.

91. Significantly, even assuming that AT&T's claims about Verizon-MA caused service problems were accurate, Verizon-MA's hot cut performance would still be excellent. However, it should be noted that there is a conflict within AT&T's own data. In its investigation of one of the PONs highlighted by AT&T in its earlier comments (BOSY9901664), Verizon-MA could not find any records of a trouble in the Verizon-MA network. Trying to be diligent, the Verizon-MA manager called to the AT&T Denver center to ask his AT&T counterpart what had transpired. The AT&T manager indicated that AT&T's records showed an AT&T equipment problem, not a Verizon problem as AT&T now states in its Comments.

92. Importantly, AT&T has failed entirely to provide any comparable claims with respect to Verizon-MA's service provisioning over the first six months of this year. This failure is significant in light of the detailed weekly provisioning data provided to its operating personnel, which accounts for every AT&T order provisioned. In summary, the fact that AT&T could only identify a relatively few outdated claims of provisioning error – *and that other CLECs have raised no specific issues* -- is testament to both Verizon-MA's excellent hot cut performance and the maturation of Verizon-MA/CLEC hot cut partnerships in general.[11] Again, this is the result of

[11] The only other CLEC to raise any issue concerning Verizon-MA's provision of hot cut loops was WorldCom, which earlier alleged that Verizon-MA was unable to perform hot cuts involving IDLC in

not only Verizon-MA's hard work, but also the high level of cooperation between the companies involved with this process. (Checklist Aff., ¶ 175)

B. xDSL Loops and Line Sharing

93. As stated in the Checklist Aff., Verizon–MA makes available unbundled two-wire ADSL and HDSL loops and four-wire ADSL loops for use in a CLEC's provision of advanced services. (Checklist Aff., ¶ 192) Verizon–MA also offers digital designed loops, which provide loop conditioning options, such as removing load coils and bridged tap. Verizon–MA's loop conditioning options enable a CLEC to provide DSL services over loops which, in most cases, could not otherwise be used to provision xDSL services. Verizon–MA provides non-discriminatory access to unbundled xDSL loops in the same manner provided by Verizon–NY, which the FCC found met the requirements for this checklist item based on work activity and follow-up by the NYPSC Collaborative.[12]

94. Verizon–MA also offers unbundled line sharing pursuant to the FCC's requirements in the *Advanced Services Order*. With unbundled line sharing CLECs gain access to the high frequency portion of the loop network element to provide advanced data services over the same line Verizon–MA uses to provide local exchange services (POTS) to its end user customers.

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an acceptable fashion. In response, Verizon-MA reported that only 8.6% of hot cuts completed between November 1999 and February 2000 involved IDLC (174 of 2,006 total), and on these Verizon-MA achieved a 96.6% on-time performance rate. Since that time, Verizon-MA has completed another 284 hot cuts involving IDLC (8.2% of all hot cuts) and has achieved a 93% on-time performance rate. As above, both Verizon-MA's adherence to its specified procedures and its success in providing these hot cuts on-time have been verified by KPMG. (KPMG Draft Final Report, July 26, 2000, at § III, POP 7)

[12] Specifically, in December 1999, the NYPSC found that unbundled xDSL loop volumes had reached a steady state and that Verizon–NY was delivering xDSL loops at very acceptable levels.

95. Verizon–MA provides unbundled access to standalone xDSL loops and line shared lines under interconnection agreements and pursuant to the terms, conditions and rates proposed in its pending tariff, which the Department is investigating in D.T.E. 98-57.

96. Verizon-MA is meeting CLEC demand for unbundled xDSL loops. Additionally, Verizon-MA has recently completed the first few of approximately 150 collocation augments that will enable certain CLECs to begin placing orders for line sharing. Over the period March through June 2000, Verizon-MA completed 7,167 orders for unbundled xDSL loops, with an on time installation rate ranging from 96.3% to 96.7%. It should be noted that orders are not accepted because of loop qualifications reasons about 15% of the time and orders are cancelled for no facilities 10 to 12% of the time.

97. Commenters have raised a number of issues concerning Verizon-MA offering of xDSL loops and line sharing that are more appropriately addressed in Docket D.T.E. 98-57. AT&T, and Rhythms / Covad have all taken exception with various proposed modifications to the xDSL and line sharing Tariff 17 provisions that are presently under review by the Department.

98. For example, AT&T claims that Verizon-MA should not be eligible for Section 271 approval because it has not yet made line splitting arrangements available. (AT&T, p. 46) Rhythms / Covad claims that Verizon-MA unilaterally and artificially restricts the types of services that can be provided over xDSL loops to only ADSL and HDSL; arbitrarily limits the length of xDSL loops to less than 18,000 feet in the first instance, and less than 12,000 feet in the second instance; and has adopted

a different definition of an xDSL loop than SBC. (Rhythms/Covad, pp. 23-25) These issues are currently pending before the Department and more appropriately addressed in the Department's review of DTE Tariff 17. At the conclusion of that proceeding, Verizon-MA will of course comply with the Department's Order. The Department should not attempt to undertake a duplicative review of these issues in this proceeding. More importantly, however, Verizon-MA is not limiting CLEC choice.[13]

99. In addition, AT&T, WorldCom and Rhythms/Covad claims that Verizon-MA has failed to provide nondiscriminatory access to unbundled loops used for the provision of advanced services in Massachusetts and cannot handle commercial volumes of xDSL loops are simply unsubstantiated and undermined by existing C2C data. (WorldCom (Lichtenberg/Kinard/Drake) Dec. at 6; AT&T, pp. 47-49; Rhythms/Covad, ¶ 33) Contrary to these comments, Verizon-MA has consistently provided and continues to provide nondiscriminatory access to unbundled loops for advanced services. It is extremely telling that WorldCom, AT&T and Rhythms / Covad offer no data or evidence that suggests otherwise. In fact, these claims of nondiscriminatory access to xDSL services are specifically undermined by C2C results for 2 wire xDSL services.

100. Rhythms / Covad's claim that there are serious issues of notification and provision of facilities that hamper CLECs' ability to serve xDSL customers, and that this treatment contrasts sharply with how Verizon-MA treats its retail customers is also

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[13] As Verizon-MA explained in D.T.E. 98-57, its proposed tariff describes specific transmission speeds and loop lengths that are characteristic of ADSL and HDSL. Those definitions and technical parameters, however, are not restrictive and would not impede a CLEC's ability to compete in the marketplace, as Rhythms / Covad incorrectly claim.

vague and unsupported. (Rhythms/Covad, ¶ 33) Specifically, Covad alleges that Verizon-MA fails to "provide due dates or firm order commitments on time"; "complete cross connections in the central office that connects Covad's equipment to the main distribution frame where Covad has access to unbundled loops"; "complete installation work on the loop after it has left the central office"; "address certain facilities problems"; and "has not properly planned and constructed the facilities as needed, thus causing CLECs to deny service to their customers." (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 35) These claims are unsubstantiated and stand in stark in contrast to Verizon-MA's C2C results.

101. Specifically, Verizon-MA C2C results demonstrate that Verizon-MA has an excellent record in completing xDSL requests. To the extent Covad can identify specific orders with which it has had problems of the type described above, Verizon-MA will conduct a review of each order to determine the cause, effect and resolution of each problem.

102. As for the actual provision of xDSL service, Rhythms / Covad claim that Verizon-MA routinely fails to complete cross connections, installation and testing on Covad's loops, and to provision those loops to Covad on a timely basis is also incorrect and contradicted by the C2C result. (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶¶ 17-18) As previously mentioned, for the period March through June 2000, Verizon-MA has completed 7,167 orders for xDSL services, with an average missed appointment rate for non-customer reasons of 96.5%. In addition, less than one percent of misses in Massachusetts in 2000 can be attributed to central office reasons. Covad's claims are further refuted by

Covad's own results. An analysis of Covad specific orders completed in the second quarter of 2000 (April through June) reveals that Verizon-MA completed *** ** orders for Covad. Verizon-MA completed these orders in an average of 6.6 business days and recorded a % missed appointment rate of *** .** Said differently, Verizon-MA completed almost *** ** of Covad's orders on time over the three month period ending June 2000. Verizon-MA also reviewed records on the quality of Covad installations. That analysis indicates that over the same three month period, Covad reported installation troubles within 30 days of an installation on only *** ** of its completed installations. The analysis also showed that Verizon-MA provided Order Confirmations on time 99.1% of the time and Order Rejects on time 99.3% of the time.

103. Moreover, these results also undermine Covad claims that it takes, on average, "over 40 days for our customers to get a loop from Verizon-MA that works and this delay is because Verizon-MA simply cannot meet its own due date." (Rhythms/Covad (Szafraniec/Katzman) Dec. ¶ 60) These statements are false and once again, Covad provides no specific or documented information to bolster its claims. Contrary to Covad's comments and in accordance with Verizon-MA's interconnection agreement with Covad, there is a six business day due date for xDSL loops. Data collected by Verizon-MA for xDSL loops during the first three months of 2000 show a completion rate of more than 96% when customer and facilities reasons are excluded. Nor is Covad's conclusion that Verizon-MA alleged failure to complete cross connects and testing in the central offices is the result of insufficient force supported by any data. (Rhythms/Covad

(Berard/Clancy/Cutcher) Aff., ¶ 19) Contrary to Covad's conclusion, less than 1% of xDSL orders have been missed for central office reasons since January 1, 2000. All orders are managed and monitored by the Regional CLEC Coordination Center ("RCCC"). Such results would not be possible if Verizon-MA did not have an adequate force to cover the load for these orders.

C. Access To Loop Qualification Data

104. Verizon-MA provides real time mechanized access to loop qualification information through its mechanized loop qualification database. This is the same database that Verizon-MA's retail personnel use to qualify an end user customer's line for Infospeed service. CLECs may also request that Verizon-MA perform a manual loop qualification to obtain information on loops served from central offices that have not been prequalified in the mechanized database. Moreover, CLECs may request that Verizon-MA perform an engineering query. Additional detailed loop make-up information available through an engineering query includes the exact location(s) of load coils and bridged tap(s), as well as actual cable gauges and the length of each gauge.

105. Parties' claims that Verizon-MA has created barriers to the provision of xDSL services in Massachusetts by not providing access to all loop information on a real time mechanized basis (WorldCom (Lichtenberg/Kinard/Drake) Dec., p. 13) or that Verizon-MA discriminates in the provision of network facilities (Rhythms/Covad, p. 33) are misplaced and unsupported.

106. WorldCom fails to acknowledge that Verizon-MA has continuously upgraded and enhanced its loop qualification database in response to CLEC requests for

information. Additional information now available in the loop qualification database includes data on why a loop does not qualify (*e.g.*, presence of Digital Loop Carrier, T-1 in the binder group, or load coils).

107. The basis for CLEC arguments that they need all loop make up information contained in Verizon's back end systems (*e.g.*, LFACs) is that they cannot adequately provision their services without having detailed information on multiple characteristics of a specific loop or facilities to a specific terminal. In provisioning DSL, the only critical criteria involved in determining the ability to provision at a specific transmission speed is that the loop be unloaded (*i.e.*, no load coils), all copper, not be on a pair with a Digital Single Subscriber Carrier ("DSSC"), and not be in a binder group that contains T-1. As noted above, that data is available today to CLECs. Notwithstanding CLEC claims to the contrary, Verizon-MA is meeting or exceeding the FCC's requirements concerning providing non-discriminatory access to loop qualification data.

D. DSL Provisioning Process

108. WorldCom and Rhythms / Covad claim that the reason loop acceptance testing (also known as "cooperative testing") is being done by Verizon-MA is because of Verizon's poor loop provisioning performance. (WorldCom (Lichtenberg/Kinard/Drake) Dec., p. 12; Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 32) Cooperative testing is required in order to ensure continuity of the loop. This process was developed jointly with the CLECs as part of the Verizon-NY collaborative. A number of CLECs have acknowledged verbally to Verizon personnel that they prefer cooperative testing and would rather have this process

than installation trouble reports. These CLECs recognize that cooperative testing is beneficial to both the CLECs and Verizon because it ensures that the turn-up of the loop on the installation due date will be successful, thereby adding to customer satisfaction. Moreover, cooperative testing is optional and any CLEC that does not wish to participate in such testing does not have to do so. Finally, WorldCom and Covad statements that much of the cooperative testing process is really *corrective* testing designed to remind Verizon-MA to perform simple cross connect activities in the central office (FOC-2 report) and (2) inform Verizon that it has failed to perform the installation on time, is simply incorrect. (WorldCom (Lichtenberg/Kinard/Drake) Dec., p. 12); Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 34) Cooperative testing is conducted *prior* to loop acceptance. It is preventive in nature – not corrective.

109. Additionally, Covad's statements that "working orders to resolution is a frightful experience that involves our orders being ping-ponged from one BA center to another, each pointing to the other for resolution." (Rhythms/Covad (Szafraniec/Katzman) Dec., ¶ 65) is at best rhetoric. Covad, like all CLECs in Massachusetts deal with only two Verizon centers during the provisioning process. Orders are placed with the Telecommunications Industries Service Operations Center ("TISOC") and the Local Service Request ("LSR") is validated. If there is a problem with an order, it is queried back to the CLEC. Once the order is accepted, the Regional CLEC Control Center ("RCCC") takes responsibility for the order until completion. In some cases, an order may be sent back to the TISOC if it needs to be queried back to the CLEC. An example would be if an order initially

had been accepted, but during the assignment process it was found that the CLEC had told Verizon-MA to use a port that already had another working circuit on it. In this case, the LSR is returned to the TISOC and queried back to the CLEC. In most cases, the only center with which CLECs must deal after an order has been accepted as a valid order is the RCCC.

110. Furthermore, as to claims of facilities problems for xDSL, Verizon-MA provides CLECs with status updates electronically at "due date minus 2" and the day after the due date as part of the quality check process designed in the NY Collaborative. If it was determined that there was a facilities problem during the assignment process, Verizon-MA would notify CLECs that the order was in jeopardy phase on "due date minus 2".[14] Examples of actions taken if there is not a spare pair shown in the assignment record include requiring that a transfer be done or Verizon-MA's Engineering staff may issue an order to clear a pair for the order. The jeopardy status does not mean that the order will be missed. Furthermore, if it is determined during dispatch on the due date that there are no facilities, CLECs are notified about the order status on "due date plus 1" via an electronic status report on all orders due the previous day. In some cases, Verizon-MA's technician may have been given a pair that was shown as spare in the records, but was actually defective in the field. Such an order is not cancelled, rather it is referred to Engineering and, by way of example, an order to clear defects may be written and a new due date then is negotiated with a CLEC. Additionally, Verizon-MA provides CLECs with a status report of all orders on "due date plus 1". It is the CLEC's responsibility to

[14] Contrary to Covad's comments, orders that have been denied due to a lack of facilities have remained steady in the 10% to 12% range.

review this order status report. The information provided by Verizon-MA to CLECs concerning the reasons for orders missed covers all possible situations. If loop conditioning is required and a CLEC wishes to pay for that service, it has the information necessary to begin the loop conditioning request process.

111. Similarly, Covad's statement that Verizon-MA's loop provisioning "is so fraught with delay and frustration" that Covad must add extra days to the customer service interval (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 42) ignores the fact that Verizon-MA has an excellent provisioning record. Verizon-MA's provisioning interval has been set to ensure that all steps in the provisioning process can be completed on time and that common issues encountered in the provisioning process can be dealt with successfully prior to the due date. There are many steps in the provisioning process from ordering to notification of completion. Verizon-MA is responsible for ongoing maintenance of all loops and, as such, it is important that all central office, outside plant, number and circuit ID information is properly recorded in all of Verizon-MA's systems. The accounting of this information is essential to maintaining service on an ongoing basis. Covad's comments merely seek to oversimplify the provisioning process and, in doing so, ignore the fact that Verizon-MA has ongoing responsibility and vested interest in ensuring the ongoing health of its network.

112. For outside provisioning of xDSL, again, Covad adopts the erroneous conclusion that xDSL loops have not been installed because "BA-MA has not assigned technicians in the field to handle the amount of loop installations BA must perform" and that "BA's assigned workforce cannot handle the load or demand for

loops." (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶¶ 43-44). Verizon-MA clearly has adequate numbers of technicians in the field to handle loop installations as evidenced by the fact that the Company has rarely missed an appointment due to load or demand.

113. In their comments, Rhythms / Covad correctly place a great deal of emphasis on the customer impact of the failure to provision xDSL service. Covad claims that its customers "have to stay home more than one time for BA to complete its installation, which makes Covad's end users and customers frustrated and unhappy." and that a Verizon reports "no access" to a customer's premises when customers are at home. (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 48) In many instances, such claims seek to shift the responsibility of good customer service away from CLECs themselves. Contrary to Covad's comments, Verizon-MA has a procedure that CLECs can choose to participate in whereby its technicians will call a CLEC's "800" number if there is no access. CLECs then have the option to contact their customers themselves. In the event CLECs cannot reach a customer, CLECs then provide Verizon-MA's technicians with a serial number. This process ensures that CLECs concur with the no access report filed by Verizon-MA. In situations where a no access occurs, subsequent visits by Verizon-MA technicians to the premises of a CLEC's customer are negotiated with the CLEC and usually are carried out within three to five days. In situations where a CLEC's customer is home and Verizon-MA encounters a facilities problem, Verizon-MA technicians are required to complete any portion of the job that

requires access. The CLEC's customer does not need to be home to provide access to Verizon-MA technicians for the facilities portion of the work.

114. Nor are Covad's claims supported by its "informal analysis that looked at 131 orders (from March 6–10, 2000) and concluded that *less than 50%* of the no access orders were caused by Covad or Covad's end user or customer." (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 49) Contrary to Covad's comments, the "informal analysis" to which it cites apparently refers to an analysis of orders submitted to Verizon-NY, not Verizon-MA. Issues of access to customer premises are significantly different in Verizon-NY than in Verizon-MA, and Covad's analysis in no way applies or pertains to Verizon-MA's performance.

115. Likewise, Covad statements that "53% of the 131 orders (or 170 orders) were 'no access' because BA gave Covad insufficient notice that they would be coming out to the customer's premises" also refers to the analysis submitted for New York not Massachusetts. (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 50)[15] Similarly, Covad statement that "BA-MA gave Covad only 2 days' notice which is insufficient time for Covad to contact its end users." (*Id.*) is undermined by the fact that, as mentioned previously, there is a six day due date on xDSL orders. The standard visit date is the due date. After an order is confirmed with a due date, Covad should be able to contact its customers and notify them of the installation visit – 6 days in advance. On due date minus 2, Verizon-MA's RCCC issues a dispatch list that confirms the visit date is still planned for the due date.

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[15] Covad's statement that for "1% of the 131 orders, BA-MA included in the no access category orders that could not be completed because the BA technician could not gain access to *BA-owned facilities*" (Rhythms/Covad (Berard/Clancy/Cutcher) Aff., ¶ 50) also appears to be based upon an analysis of orders submitted to Verizon-NY, not Verizon-MA.

116. Finally, Covad states that, since approximately August, 1999, "there have been many instances where Covad's customers have been disconnected because of BA's copper-to-fiber rolls." Covad further states that BA "promised to fix this problem by December 1999" but has not done so and that "Covad's customers still lose service because of BA's copper-to-fiber conversions. (Rhythms/Covad (Berard/Clancy/Cutcher) Aff. ¶ 54) The bottom line, as Covad notes, is Verizon is currently addressing this issue (Rhythms/Covad (Berard/Clancy/Cutcher) Aff. ¶ 55) and will provide Covad with a timeframe for completing the activity to properly identify Covad's customer's loops.

E. Access to Subloop Elements

117. Rhythms / Covad state that "BA-MA is obligated to provide – pursuant to TELRIC rates and UNE terms and conditions – access to subloop elements at any technically feasible point" and that its current offering "hampers the ability of CLECs to provision a variety of advanced services to a growing percentage of Massachusetts consumers." They further state that "BA-MA has tariffed an overly restrictive definition of subloops ... that contravenes the FCC's rules" and that Verizon-MA's tariff "unilaterally limits the subloop UNE to only the 'metallic distribution pairs/facilities' at the BA-MA FDI." (Rhythms/Covad, ¶¶ 26-27) First, the proper forum for addressing Rhythms / Covad's assertions is the Department's investigation of Verizon-MA's Tariff 17 filing in D.T.E. 98-57. Second, Rhythms / Covad appear to have misread or misinterpreted the terms and conditions Verizon-MA has proposed in its tariff filing to enable CLECs to gain access to subloops. For example, Rhythms/Covad ignore that Verizon-MA also

makes sub-loop unbundling available in its DTE 17 Tariff with its House and Riser UNE offering. The fact is, Verizon-MA proactively proposed terms, conditions, and rates for access to Verizon-MA's distribution facilities in an attempt to provide a subloop UNE that Verizon-MA thought – and still believes – would be of use to CLECs.

118. Verizon-MA has not filed a tariff offering yet for feeder subloops because it has only very recently seen any CLEC interest in such an offering in spite of discussions with CLECs on the subject extending back over a year. Nevertheless, Verizon-MA has offered CLECs interconnection to unbundled feeder subloops through interconnection agreements and will file a tariff when any real demand materializes.

119. Verizon-MA intends to address potential interconnection to other sub-loop accessible terminals (if any) in response to specific customer requests. Verizon–MA will make subloop elements available to requesting carriers in accordance with FCC rules to any portion of the loop that is technically feasible to access at terminals in Verizon-MA's outside plant. To date, Verizon–MA has not received a single request for interconnection at any subloop accessible terminals, however, including at the Feeder Distribution Interface. Thus, rather than limiting CLECs ability to gain access to Verizon-MA's distribution facilities in a so-called contravention of FCC requirements, Verizon–MA is prepared to address specific customer requests for access to subloops at any technically feasible point other than at an FDI, should such request ever be made. Accordingly, Verizon–MA meets or exceeds the requirements for this Checklist item.

F. Access to Loops Served by IDLC Systems

120. WorldCom repeats the same claims that it made earlier[16] concerning the technical feasibility of unbundling loops served by IDLC at the DS1-level (individual analog end user loops handed off to a CLEC over a DS1 interface) and the erroneous allegation that Verizon-MA is refusing to provide such loops to the CLECs. (WorldCom (Kinard/Lichtenberg) Aff., ¶¶ 26, 29) WorldCom offers no new arguments and merely repeats the same misleading "technical claims" presented earlier. As discussed at length in the Checklist Affidavit, there is simply no merit to these claims. (Checklist Aff., ¶¶ 227-239)

121. First, as WorldCom has conceded on this record, not a single ILEC provides a DS1 interface (containing individual analog end-user loops) to a CLEC today.[17] The reason for this is simple. Contrary to WorldCom's claim, it is not technically feasible with the interfaces and equipment that now exist (including GR-303) to handoff a DS-1 interface containing individual end-user unbundled loops from Verizon-MA's IDLC systems at its central office to CLECs. To do so, Verizon-MA and a number of equipment and systems vendors would have to develop a new type of UNE loop and/or new UNE combinations with DS-1 interfaces that currently *do not exist*.

122. Second, it is entirely improper for WorldCom to accuse Verizon-MA of refusing to provide access to loops served by IDLC (including NGDLC) through some sort of DS1 interface (including GR-303) when WorldCom itself has worked with

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16 *See* Joint Declaration Of Annette Guariglia, Karen Kinard, Sherry Lichtenberg and Arlene Ryan On Behalf Of MCI Worldcom, Inc. (November 30, 1999)

17 Tr. 3219-28. In addition, in its November 29, 1999 letter to BA, MCI admits that it is not aware of any ILEC that currently has the Multi-Switch Hosting/GR303 Interface and/or Digital Cross-

Verizon-NY attempting to define its specific request. (WorldCom (Lichtenberg/Kinard/Drake) Aff., ¶ 28) As described in the Checklist Affidavit, Verizon met with MCI in New York on September 9, 1999 to address technical and operational issues associated with providing unbundled loops served by IDLC. (Checklist Aff., ¶ 28) At that meeting, Verizon agreed to proceed with further analysis of WorldCom's conceptual "IDLC unbundling" proposals (in lieu of a formal BFR) provided that WorldCom would address specific questions that would more accurately define its request. As agreed, on September 20, 1999, Verizon submitted those questions to WorldCom. (*Id.*)

123. Next, on the eve of appearing at the Massachusetts Technical Sessions in November 1999, WorldCom provided partial answers to a portion of the questions. Nevertheless, Verizon followed up on WorldCom's reply in December 1999, by reforming its request (to add further explanations and comments to assist WorldCom in its response) to WorldCom to provide detailed answers to many of the original questions, in order to allow Verizon-MA to evaluate the technical arrangements proposed by WorldCom. To date, Verizon-MA has not received a detailed response to these specific questions.

124. In its affidavit, WorldCom repeats its same flawed claims. First, WorldCom claims that Verizon-MA's policy of transferring a customer's service from IDLC to alternate spare facilities – either a loop served by Universal Digital Loop Carrier ("UDLC") or copper pairs – when a customer migrates to a competitor is highly discriminatory and anti-competitive. (WorldCom (Lichtenberg/Kinard/Drake) Aff.,

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Connect/DS1 Handoff in commercial operation today. (See Checklist Aff., Exhibit G)

¶¶ 26, 27) This is completely false. Verizon-MA's practice of provisioning unbundled loops over copper or UDLC facilities is exactly the same as in Verizon-NY. WorldCom raised the same argument in Verizon-NY's Section 271 proceeding before the New York PSC. Notwithstanding this claim, the New York PSC determined that Verizon-NY provides unbundled loops on a non-discriminatory basis. The FCC reached the same decision in its review of Verizon-NY's Section 271 application. (FCC *NY Approval Order,* at ¶ 273) At the Technical Sessions, WorldCom merely reiterated for the Department the arguments it earlier and unsuccessfully advanced in New York.

125. Second, WorldCom claims that substitution of copper pairs for IDLC can result in noticeable degradation in voice quality (*i.e.*, hisses and cracks that were not present when Verizon-MA was providing services over IDLC) and a noticeably slower modem bit rate when transferring data. (WorldCom (Kinard/Lichtenberg) Aff., ¶ 26). This is simply factually incorrect. As described in the Checklist Affidavit, the transmission characteristics of loops are variable. These variations exist for Verizon-MA's retail as well as wholesale customers. Verizon-MA's 2-wire unbundled loops used for voice services meet or exceed the transmission specifications contained in Verizon-MA's unbundled loop technical references -- independent of the transmission technology used on the loop. Any loop operating within its designed range – independent of the type(s) of technology it is built with – provides service to end users conforming to the relevant industry standards of performance. If WorldCom's claim was true (which it is not), then prior to the development of digital loop carrier technology, every Verizon-MA's voice service

customer line would have had "hisses and cracks" during their use. Further, WorldCom ignores the fact that IDLC loops are constructed with up to 12,000 feet of copper loop distribution cable (that would be hissing and cracking using WorldCom's logic) connecting the DLC remote terminal system to end user premises.

126. There is similarly no basis for WorldCom's universal claim that substitution of copper or UDLC loops result in a noticeably slower modem bit rate when transferring data. (WorldCom (Kinard/Lichtenberg) Aff., ¶ 26). As described in Verizon-MA's Checklist Affidavit, the number and type of connections from the customer's serving central office switch throughout the rest of the network, as well as the end user's CPE (modem equipment) and the equipment and connections used by Information Service Providers, all impact the critical transmission performance factors for data modem performance over the public switched network. Call-by-call variations in data transmission over the public switched network is the norm. Thus, depending upon all the network variables applicable to a given end-to-end connection, a call can experience better transmission performance over a connection whether the customer is serviced over a copper loop, an IDLC loop, or a UDLC loop. While WorldCom acknowledges Verizon-MA's statement that transmission performance is affected by a number of factors, WorldCom claims that one of those factors is the reassignment of loops from IDLC to copper or UDLC facilities. (WorldCom (Kinard/Lichtenberg) Aff., ¶ 28) This, too, is inaccurate for the reasons described above. Call-by-call variations between the end-to-end connections determine data transmission performance, not the specific

loop technology. These variations and considerations are a major reason why Verizon-MA does not guarantee specific levels of data modem throughput either for its retail POTS end users or for wholesale analog unbundled loops.

127. Third, WorldCom claims that GR-303 technology allows four technically feasible methods[18] to "unbundle IDLC-served loops." WorldCom's claim is completely incorrect. First, two of the methods cited by WorldCom, specifically, DCS Grooming and Side-Door grooming (sometimes referred to as "Nail-Up") have nothing to do with Telcordia's GR-303 interface technical specification. Second, in its meeting with Verizon in New York on September 9, 1999 to address technical and operational issues associated with providing unbundled loops served by IDLC, WorldCom indicated it had no interest or desire to pursue development on two of the four proposed methods (described in its "white paper") specifically, Integrated Network Architecture ("INA") and Side Door Grooming. (Checklist Aff., Exhibit G). Finally, Multiple Switch Hosting (sometimes referred to as GR-303 in a multi-carrier arrangement) is currently not technically feasible. As explained in the Checklist Affidavit and in response to Information Request DTE-MCI-W 2-28, significant industry technical and operational issues associated with implementing DS1 (GR-303) interfaces in an unbundled multi-carrier environment have yet to be solved. This would require significant work efforts by switching equipment, transport equipment and operations systems vendors as well as CLECs and Verizon-MA. Contrary to WorldCom's claim of technical capabilities of GR-303,

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[18] MCI cites its White Paper ("Unbundling Digital Loop Carriers", dated March 1999,.Exhibit G) and lists four specific methods: (1) Multiple Switch Hosting; (2) Integrated Network Architecture (INA); (3) Digital Cross-Connect System (DCS) Grooming; and (4) Side Door Grooming.

it is currently not technically feasible to provision unbundled loops served by IDLC at the DS1-level (individual analog end user loops handed off to a CLEC over a GR-303 DS1 interface. There continues to be neither factual nor technical merit to WorldCom's claims.

128. AT&T contends that because "IDLC cannot be unbundled" the way that traditional copper loops can be, CLECs are unable to provide UNE loop service to subscribers served by IDLC. AT&T further claims that by deploying IDLC and refusing to work out an acceptable solution to the IDLC problem, that Verizon-MA has been able to shut out the CLECs from a substantial market segment. (AT&T, pp. 35-36). These claims are incorrect.

129. When the customer is served by IDLC, Verizon-MA will transfer the customer to alternate spare unbundled loop facilities, *i.e.*, UDLC or copper facilities. Where alternate facilities are not available, Verizon-MA will undertake special construction to provision such facilities as provided through its interconnection agreement. In addition, as an alternative to special construction, AT&T and any other CLEC can use Verizon-MA's UNE-P service offering as a timely solution to provision service to customers currently served by IDLC where alternate spare facilities are not available. Furthermore, Verizon-MA now offers two more alternatives that CLECs, including AT&T, may use. Pursuant to the FCC's *UNE Remand Order*, Verizon-MA offers CLECs the option to interconnect through the Feeder Distribution Interface (to access UNE subloops for end users served by IDLC), or to collocate at RTEE locations where space is available.

G. Maintenance and Repair

130. Verizon-MA reports maintenance and repair performance for both Resale and UNEs by means of numerous specific measurements. Verizon-MA earlier reported that we did not yet have substantial evidence of ours maintenance and repair performance for UNE-Platform services, though Verizon-MA indicated that it expected its performance for UNE-P to be similar to that of resale services. (Checklist Aff., ¶ 247) The reason for this belief was that in both the Resale and UNE-P areas, Verizon-MA has the testing capabilities and responsibilities and, therefore, it has better control over dispatch decisions and ultimately trouble resolution. (*Id.*) Conversely, Verizon-MA also explained how its provision of UNE-loop service repair was impeded by the absence of consistent and effective CLEC trouble testing and isolation. (Checklist Aff., ¶ 251.)

131. Verizon-MA can now report that its M&R results for UNE-P reveal parity of performance across the entire array of C2C measures, as expected. These include Network Trouble Report Rate, perhaps the most important of the M&R measures, % Subsequent Reports, % Missed Repair Appointments, % Repeat Reports within 30 days, and the cycle time metrics; Mean-Time-to-Repair ("MTTR"), and % Out-of-Service over 4, 12, and 24 hours ("OOS>X"). (Supp. Measurements Aff., Exhibit G1.) Verizon-MA is also pleased to report that similar results continue to be delivered for Resale services. Specifically, Network Trouble Report Rates, % Subsequent Reports, MTTR, % OOS>X, and % Repeat Reports within 30 days are consistently more favorable for Resale customers than for retail customers.

(*Id.*)[19] The only key metric with a different result for Resale is the Missed Repair Appointment ("MRA") rate. As explained in the Checklist Affidavit, although the MRA rate is sometimes higher in Resale than for retail, closer review shows that this is primarily a function of differences in customer mix rather than a disparity in performance; *i.e.*, the retail mix is approximately 80% residence/20% business, while the Resale mix is about 20% residence/80% business. (Checklist Aff., ¶ 247.) When the MRA results are examined on a residence-to-residence and business-to-business basis, the parity in service is apparent for the most recent months of March through June, as it was earlier for the July 1999 to February 2000 period:

Resale Customer Breakout.	**Jan-00**	**Feb-00**	**Mar –00**	**Apr - 00**	**May -00**	**Jun - 00**
Retail % Res/Bus	80/20	80/20	80/20	82/18	82/18	82/18
Resale % Res/Bus	18/82	20/80	19/81	24/76	22/78	24/76

Missed Repair Appts.	**Jan-00**	**Feb-00**	**Mar –00**	**Apr - 00**	**May -00**	**Jun - 00**
Retail	9.7%	11.6%	9.7%	8.8%	11.1%	11.2%
Resale	9.4%	12.5%	10.6%	8.8%	12.3%	11.9%

[19] After 6 months (November 1999 through April 2000) of retail-or-better performance in this category, the MTTR for Resale Special Services also shows some below retail results in the months of May and June. The May and June results evidence the kind of variation expected in small sample sizes. Specifically, the May results were driven out of parity by 7 tickets (out of 94) that had restoration times in excess of 24 hours. In each case, there were multiple dispatches into the central office and outside to the customer's location to find and resolve the trouble. June's results reflect another phenomenon often seen in small sample sizes for repair activities– the clustering of troubles around a single incident. In June, the MTTR performance was driven out of parity by 2 incidents (one of 5 DINA circuits and one of 4 TLNA circuits) that took 17 and 22 hours to clear, respectively. This clustering of troubles on a single event will greatly distort performance results when viewing a single month. There were also three other troubles in excess of 24 hours that required cable work to clear. It is also not surprising that preliminary July results (without these incidents) show a return to the previously established strong record of parity performance.

Retail Residence	8.7%	10.4%	8.7%	7.6%	10.3%	10.2%
Resale Residence	8.7%	8.8%	7.5%	8.2%	11.9%	8.7%
Retail Business	13.6%	16.2%	13.8%	14.0%	14.4%	15.6%
Resale Business	9.5%	13.4%	11.3%	9.0%	12.4%	12.9%

132. However, as discussed before, the ability to deliver retail-equivalent results in the UNE-loop environment is more complicated than it is in the Resale or UNE-P areas. This is because Verizon-MA must rely on the CLEC or DLEC to perform the up-front trouble isolation functions that are inaccessible to Verizon-MA. Based on the successful completion of this, the DLEC or CLEC must provide Verizon-MA with a clear and accurate description of where the trouble is most likely to be cleared. Unfortunately, such information is not always provided. This slippage will result in measurement results that appear less favorable to wholesale customers in some categories of maintenance and repair metrics.

133. For example, ASCENT states that parity in performance is less evident with regard to UNE loops. (ASCENT 3). Not surprisingly, ASCENT focuses only on certain maintenance and repair measurements that appear to be more favorable for retail customers than for wholesale customers, namely those that are impacted by the isolation functions just discussed. What ASCENT fails to acknowledge is the fact that there are other maintenance and repair measurements that seem to favor wholesale services over retail customers. Specifically, over the past four months, the Network Trouble Report Rates (Loop and Central Office), % Subsequent Reports, and % Repeat Reports w/in 30 days have consistently been more favorable

for UNE POTS wholesale customers than for retail customers. (Supp. Measurements Aff., Exhibit G1) Thus, the overall level of necessary repairs -- *the percentage of service outages reported in the first place*-- has been *lower for CLECs* than for their retail counterparts. Simply stated, the wholesale UNE-loop offerings do not seem to break as often.

134. Further, a closer operational analysis of the repair measurements that appear more favorable for retail customers, specifically the cycle time measurements (MTTR and OOS>24), reveals that the major reason for the apparent dissimilarity in the results is driven by CLEC behavior. Beginning in April 2000, Verizon-MA moved from a standard UNE-loop repair interval of 24 hours to shorter intervals that were more in line with the offerings of the retail organization. The goal of this change was to improve parity and overall MTTR performance. In addition to the new appointment intervals, Verizon-MA also began to offer weekend appointments to the CLECs (weekend appointments are a very normal practice in retail since many retail customers work during the week). Strangely enough, most CLECs chose not avail themselves of this new weekend option. That is, although Verizon-MA has been offering CLECs the same weekend repair intervals as its retail customers, the CLECs are selecting a later appointment date most of the time. We believe that this is because the CLECs do not wish to ask their customers to provide weekend access, although the reason for this behavior is not really germane.

135. For example, in June, CLECs reported 13% of their total UNE POTS troubles on a Friday. These reports were offered available repair appointments on the next day (Saturday) in accordance with standard operating practice. Rather than accept the

offered Saturday appointments, the CLECs rejected the proffered "weekend" appointments 55% of the time, preferring instead a Monday appointment. In contrast, Verizon-MA retail customers in this same period rejected the weekend appointment just over 8% of the time, thereby causing a great dissimilarity in the recorded MTTR and OOS>24 measurements between wholesale and retail customers. Although it is properly the CLEC's choice when it wants its work done, such choices clearly lengthen the MTTR cycle time and cause OOS conditions to extend beyond 24 hours.

136. The phenomena surrounding weekend appointments also had an adverse impact on Missed Repair Appointment performance. The fact that CLECs request a later appointment has caused Verizon-MA to erroneously report the originally offered Saturday commitment as being "missed". In order to avoid doing this, the Saturday offering should have been overwritten in Verizon-MA's systems. Unfortunately, the Verizon-MA personnel responsible for this action were not aware of the issue at hand (*i.e.*, CLECs requesting an appointment other than the offered Saturday), so they did not override the information in the reporting system. Although instructions have now gone out to the Verizon-MA representatives to make this change, this initial false scoring of "Saturday missed" due dates caused the MRA rate to be overstated in the months of April through June, as indicated in the table above.

137. In addition to the weekend issue, several additional factors have also contributed to the apparent dissimilarity in the MRA - Loop rates between retail and UNE, including:

- Simple administrative errors in the RCMC: For example, the RCMC was using 'now time' as the time that the actual trouble report was cleared, rather than the time noted by the technician. Since the RCMC completes the ticket after the technician clears the trouble; there was always a risk of adding administrative time to the total trouble duration. This problem has now been rectified.
- The offering of extremely short appointments: RCMC personnel attempting to satisfy a CLEC's request for rapid UNE restoration offered appointments that were much shorter than the standard offering, a process referred to as 'backing down the appointment.' This was done in an effort to give priority to the CLEC troubles in the WFA dispatch system (*i.e.*, move the CLEC trouble up in the dispatch queue). Though this approached helped to get the troubles resolved quicker, it did not give the operating field personnel much time to honor the appointment. For example, in April of this year, 15% of the UNE missed appointments had an exceptional MTTR of less than 4 hours. While 'backdowns' do occur in the retail world, the retail repair center makes it a practice not to offer a repair appointment of less than 4 hours.

138. Many of the observations above regarding UNE POTS loops apply to UNE Digital and UNE xDSL loops as well, although the Digital and DSL loops carry CLEC offerings that are much more complicated than POTS services. Specifically, over the past three months, the Network Trouble Report Rates (Loop and Central Office) for both Digital and xDSL have been minimal. Thus, there has been a low incidence of actual loop troubles. Importantly, retail comparisons are inappropriate here because the retail comparison group, overall retail POTS service, are not like services. (See Supp. Measurements Aff., ¶ 31) However, like the experience described above for UNE POTS, other repair measurements for these services are similarly affected by the incidence of DLECs requesting Monday appointments when Verizon-MA is offering weekend appointments. In June, for example, 68% of the repairs from Friday were requested for Monday appointments, while only 11% of the measured "retail comparison group" put over their repair appointments to Monday.

139. Other CLEC operational factors also serve to create the appearance of a false disparity in measurements. For example, the MTTR and OOS duration times for complex (*i.e.*, Digital and xDSL) loops appear to be the most dissimilar of all the maintenance and repair metrics. But a closer examination of the details of these troubles reveals that about 15% of the Digital and xDSL tickets take longer than 72 hours to clear – driving all of the Mean Time to Repair and OOS > 24 metrics out of parity. Overwhelmingly, the primary driver of the long duration times for these tickets is the need to refer the trouble to construction or engineering to provide a facility that meets the CLECs' testing requirements. This results in multiple dispatches to provide a cable pair that is acceptable to the CLECs. Indeed, many of the longest duration tickets address a CLEC's request for a better loop to improve speed, rather than to simply achieve continuity as in retail. This result is rather perplexing, since in many of these cases the tickets are opened on loops that have been cooperatively tested and accepted by the CLEC during the provisioning process, a point that is affirmed by Covad in its most recent filing. It is Verizon-MA's belief that many of these loops would not have qualified for Verizon–MA's retail xDSL offering, thus they must have required near-Herculean efforts to get them provisioned for wholesale xDSL when they are in many cases DS1 substitutes.

140. Maintenance Process. Covad raises a few maintenance process claims related to premium loops in its most recent filing. (Covad (Szafraniec/Katzman) Dec. ¶65) Covad states that if it does not accept a loop because of a provisioning problem caused by Verizon-MA, the loop falls into a gap between the RCCC and the

RCMC. It also claims that the only way Covad can get a re-dispatch on a bad loop is by accepting the loop, then issuing a trouble ticket. This makes no sense, especially since Covad further states that Verizon-MA will not allow Covad to open a trouble ticket within 24 hours of a provisioning due date. Covad does not explain why it accepts a loop that it knows will not work for a period of at least 24 hours (potentially longer since Covad implies another dispatch is required) after it accepts the loop.

141. Covad can open a trouble at any point in the life of a loop once the service order work is complete. If the provisioning work is complete, and for some reason the service order is not complete, the RCMC will help to complete the order. This process is the most logical approach since it does not make any sense to open trouble tickets on loops that have yet to be turned up. If Covad does not agree that the loop is good during the provisioning cooperative testing process, then it should not accept it. Instead, Covad's testing personnel should tell the Verizon-MA installation technician that the loops is unacceptable (assuming that Covad's testing standards are in line with the Verizon-MA offering), and that the technician should try again. If Covad cannot get satisfaction dealing with the tech, it has the ability to escalate to a Verizon-MA manager for resolution.

142. Covad goes on to state that it is not unusual for it to have to open more than one trouble ticket per loop order in order to get a working loop. (Id. ¶68) However, Covad provides no details whatsoever to support this allegation. Generally speaking, while it is true that a second ticket is required to clear a loop trouble at times, this says more about Covad's inability to accurately isolate the trouble up

front than about Verizon-MA's performance in that Covad's ability to accurately pinpoint a UNE loop trouble is directly related to Verizon-MA's ability to clear the trouble on the first ticket.

143. Covad's frustration with this situation is most likely related to the "double trouble" issue discussed earlier, whereby the CLEC is supposed to notify Verizon-MA via another trouble ticket of its desire to dispatch in the opposite direction of the initial ticket. (Checklist Aff. ¶ 252.) As described in detail in DTE 5-20, there are many instances in which a CLEC requests a dispatch in a particular direction (in the CO versus out to the customer's location) only to find that there is no Verizon-MA trouble at that location. For xDSL loops especially, Verizon-MA's expectation was that the CLEC would troubleshoot the problem with their end user, and would only call with troubles likely to be in the Verizon-MA network.

144. Here again, Covad's claims are belied by the facts. In a study of all xDSL troubles reported by Covad between April 15, 2000 and June 15, 2000, the following observations can be made:

- 55.6% of the reports were closed as "no trouble found (NTF)."
- In most cases (53.8%), once Verizon-MA communicated a "no trouble found" condition to Covad on the initial report, no further trouble report activity on that circuit occurred.
- On 29% of the initial NTF reports, Covad issued repeated trouble reports that *never* resulted in a found Verizon-MA trouble.
- Only 16.8% (roughly only 1 out of every 6.5) of all the reports closed to NTF resulted in a repeated report that was closed to a found Verizon-MA problem.

145. If Covad's assertions that Verizon-MA has closed out trouble reports without clearing the trouble are correct, it then follows logically that Covad must have to open another report (a repeater) in order to get the trouble cleared. However, the

data does not support any such assertion. This is also the case for the CLECs in the aggregate for Verizon-MA. More significantly, there is a very high incidence of Not Found troubles (*i.e.*, unnecessary trouble reports) from Covad and the other CLECs.

146. In any event, Verizon-MA has a cooperative testing practice in place for maintenance of complex UNE loops, similar to that employed in provisioning. Thus, Covad, Rhythms and other DCLECs have the opportunity to accept or reject the findings of the Verizon-MA technician *prior* to the close of the trouble ticket. Here, it is interesting to note that, while Verizon-MA is committed to the cooperative testing process for maintenance, two of the five xDSL loop ticket examples provided by Rhythms (Williams Aff. Att.2) involved instances where the Verizon-MA technicians were unable to reach the CLEC to complete a cooperative test. After waiting beyond the agreed-upon 5 minutes on hold to the CLEC they were forced to move on to another trouble.

147. All told, Verizon–MA has reviewed six of the nine examples provided by Rhythms (the other three were either too old or did not contain any Verizon-MA reference data – circuit ID or ticket number – to investigate). One of the six tickets was for a DS3 that was reported to Verizon–MA around 1:00 AM on a Saturday morning, involving several central offices and requiring technician callouts to get to all of the offices to test. Nevertheless, service was restored around 1:00 PM Saturday.

148. The five UNE loop troubles referenced by Rhythms serve well as examples of the discussion above regarding extended duration times. Specifically, three of the five tickets required multiple dispatches to provide an acceptable cable pair, and in two

of those cases, a re-dispatch was required because the Verizon-MA technician was unable to reach the CLEC to complete the cooperative test requested. On the one ticket that involved a vendor meet, Verizon-MA actually dispatched early (a day in advance of the scheduled meet) and then returned at the specified time. On that circuit, there were actually three tickets closed to "No Trouble Found" after Verizon-MA repaired the original problem. All of these examples show the complexities of relationship that exists between the DLEC and Verizon-MA when it comes to clearing UNE-Loop trouble reports.

149. Finally, Covad claims that Verizon-MA frequently does not show up at vendor meets. (Covad (Szafraniec/Katzman) Dec. ¶ 70) Covad provides no details to lend support its claim. Nevertheless, it should be noted that Verizon-MA has a process in place to ensure that requests to meet with a vendor are honored. Indeed, we are also working with Covad specifically to develop a cooperative vendor meet process that would pair a Verizon-MA technician and a Covad technician in a particular geographic area to cover a number of vendor meets on a given day. Also, Verizon and Covad are exploring a "virtual vendor meet" process that would designate a specific tester at Covad to work on cooperative testing with BA technicians on designated troubles.

150. In summary, the performance results for Resale and UNP-P (where Verizon-MA generally has the full scope of the testing and repair function) demonstrate the parity inherent in Verizon-MA's maintenance and repair operations. Moreover the data shows that the incidence of repair for UNE-Loops is comparable to that for retail services. However, other areas of maintenance and retail activities are an

inherently shared function. The bottom line from an operational perspective is that Verizon-MA's ability to satisfy the DLEC or CLEC's repair requirements on these loops depend in large part upon the operating carrier's conduct. The better the DLECs / CLECs do at fulfilling their obligations with respect to trouble identification and isolation, the better able Verizon-MA will be to close out their trouble reports.

V. NUMBER PORTABILITY (Checklist Item 11)

151. Verizon-MA's overall performance in provisioning LNP continues to be excellent. For the first half of 2000, Verizon-MA's LNP on time performance has averaged 99%, while at the same time experiencing an 86% growth rate in ported numbers in Massachusetts. (Supp. Measurements Aff., ¶ 21) Orders are being processed in accordance with the NANC LNP Process Flows and CLEC interval requests, including requests for 3-day standard interval due dates, are being met. (*Id.*) As reported earlier, some CLECs have also initiated Saturday service, as they requested at last year's Technical Sessions. (Checklist Aff., ¶ 321) At the end of June, Verizon-MA was porting out 182,000 numbers in Massachusetts for 22 CLECs. Verizon-MA also continues to work with CLECs to transition from Interim Number Portability ("INP") to LNP on a mutually agreed-upon schedule.

152. Only one (MediaOne) of the 22 CLECs served by Verizon-MA has even commented on Verizon-MA's LNP capabilities. (MediaOne, Section C) Significantly, its comments did not focus on Verizon-MA's overall LNP on time performance. Instead, MediaOne focuses only on the limited area of Verizon-MA's success rate in administering same day port cancels and/or reschedules.

Specifically, MediaOne claims that over the past four months Verizon-MA has been able to successfully stop the scheduled disconnect for only 96% (24 out of 25 orders) of these same day change/cancel requests (a 4% miss rate). (MediaOne, Section C) Like MediaOne, Verizon-MA does not take any miss rate lightly. Our objective for porting a telephone number from Verizon-MA to another service provider is to provide a smooth transition and minimize customer outages. However, even this outstanding 96% "make" rate understates the successful process that Verizon-MA, MediaOne and others have implemented in Massachusetts. Given that MediaOne supplements only 12% of its orders and states that approximately 4% of the supps, or less than 0.5% of the total orders, result in service problems, the MediaOne calculation and Verizon-MA reported LPN on time performance still is consistently in the near-perfect 99% range.[20]

153. Nevertheless, Verizon-MA is exploring the possibility of system enhancements that might still further reduce the limited instances of unsuccessful number porting that do occasionally occur. The current Verizon-MA process for order cancellations and due date changes within 48 hours of the due date requires that the CLEC verbally contact the Regional CLEC Control Center to advise that the port needs to be stopped. Upon receipt of the call from the CLEC, the RCCC will contact the Recent Change Administration Center to pull the order from the scheduled work activity. The RCCC will also contact the TISOC to future date the order out in time date until Verizon-MA receives the supp from the CLEC, which is the official authorization to change an order. Thereafter, the CLEC should send an LSR

[20] Missed supplements to total orders calculation is: 4% (missed supps) X 12% (supp'd orders) = .48% of total orders

"supp" (supplemental order) to the TISOC to either change the due date or cancel the order. When the supp is received, the TISOC manually updates the CLEC's order to comply with the supp. This manual, personnel-intensive process was established by Verizon-MA in the very successful effort to ensure that the port does not take place as scheduled on the due date. In a few instances, all of the steps mentioned above may not take place timely, generally depending upon when the CLEC contacts the RCCC to stop the order and when the CLEC sends the supp in to the TISOC. However, Verizon-MA makes every effort to stop the port when requested regardless of the time of notification and, as noted above, almost always succeeds.

154. Verizon-MA agrees with MediaOne that a mechanized process would be more efficient for both parties, if it could reduce the change/cancel requests that are not worked to an even lower number. (In Verizon-MA's effort to work with the CLEC and reduce the potential that the end user customer does not lose dial tone, Verizon-MA performs most of this work via telephone contact.) Verizon-MA is currently exploring efforts required to mechanize this process.

155. With supp mechanization, the CLEC could send the supp to Verizon-MA via Request Manager (the CLEC ordering interface) and the change would be posted to the order and all Verizon-MA internal downstream systems automatically on a near real-time basis. This would eliminate the requirement for a CLEC that wants to make a late change in its order to call the RCCC in order to pull the order from the work schedule. In the interim, Verizon-MA will continue to work with

MediaOne and other CLECs to sustain and improve upon the excellent service Verizon-MA is providing today.

VI. RESALE (Checklist Item 14)

A. General Update

156. As Verizon-MA has shown throughout this proceeding, its retail telecommunications services are available for resale pursuant to Interconnection Agreements and its Resale Tariff in accordance with Section 271, DTE MA No. 14. (Crawford Aff., ¶¶ 4 – 26; Tr. 683 – 770, Checklist Aff., ¶ 114) Verizon-MA is providing resold services in the commercial volumes demanded by the CLECs. Through April 2000, Verizon-MA provided over 222,000 resold lines to more than 44 Resellers. Of these, more than 32,000 lines are in service for Resellers' residential customers.

B. Resale Performance

157. The performance measurements filed with the Department show that Verizon-MA is providing resold services at parity with Verizon-MA's retail operations. (Supp. Measurements Aff., Exhibit G1) Verizon-MA's provisioning and maintenance and repair performance continues to consistently meet or exceed comparable retail performance. Thus, whether measured in provisioning by missed appointments, facilities missed orders or installation quality, and in repair by trouble report rate, trouble duration intervals or repeat report rate, Verizon-MA's wholesale performance generally exceeds it retail performance. For provisioning, the only area of Verizon-MA's retail performance that appears to be more favorable than Verizon-MA's Resale performance is installation intervals. This result, however, is

driven by the fact that Verizon-MA provides its CLEC customers with the service interval they request for the products they order, which is on average a greater interval than is requested by retail customers, as explained in the Supplemental Measurements Affidavit. Similarly, the only apparent "disparity" shown in maintenance and repair results (Missed Appointments) is caused by the disparate relative proportion of residence and business customers that are served by CLECs and retail operations. Indeed, when the results are separated to compare CLEC and retail business and retail customers independently, the parity in Verizon-MA Missed Appointments is manifest, as discussed in Checklist Item 4 above.

C. Resale Billing

158. Of the 44 resellers served by Verizon-MA, only one has raised any issue with respect to Verizon-MA's delivery of resale services. Specifically, RNK responds to Verizon-MA's suggestions that the use of Connect:Direct and DUF could eliminate many of RNK's billing issues. RNK claims that in order to utilize Connect:Direct it would be necessary to purchase software and possibly equipment from Verizon-MA. RNK classified these charges as "substantial and recurring." (RNK, pp. 2-3) In fact, Connect:Direct does require that a software package be purchased from Sterling Communications, a vendor, not Verizon-MA. But the cost to purchase the software package is only $300. If Connect:Direct is accessed via a dial-up arrangement toll charges may apply. However, in most cases, Verizon-MA provides a local access number, which eliminates even these toll charges.

159. RNK stated that information from "industry players" indicates that Connect:Direct software and DUF transfers "have been error - ridden at the software interpretation

level, precluding access to much of the needed data itself." (RNK, p. 2) Verizon-MA is not aware of any such complaints from any CLECs or Resellers. In the Massachusetts Draft Final Report, KPMG stated that "a subsequent test revealed 100% of DUF records were accurate with regard to format and content." (KPMG Draft Final Report, at § V, BLG-5-4-3)

160. RNK expressed concern that " the electronic bill data on Connect:Direct may in fact not be consistent with all aspects of the CD-ROM versions of the electronic bills on which the CLEC/Resellers must ultimately rely as the 'official version'." (RNK, p. 2) As Verizon-MA described in the Checklist Affidavit, the Reseller Handbook, Volume III, Section 4.3.1, explains that the electronic version of the Reseller's bill is the official bill. The electronic version of the bill is available to Resellers through Connect:Direct, cartridge tape or CD-ROM. RNK is mistaken in its understanding that the Connect:Direct version of the bill is not an "official version." Furthermore, Verizon-MA is not aware of discrepancies between the CD-ROM version of the bill and the Connect:Direct version of the bill.

161. RNK claimed that the data available on the DUF, while theoretically useful in determining usage, are: (a) not presented in a manner consistent with the data on the bill, and (b) not "rated" so that end user billing information can be derived without several addition steps and comparisons. Further, RNK stated that it does not want to rely on or expend substantial personnel time decoding the DUF. (RNK, p. 3) DUF is an optional service that details the components of a call made by a Reseller's end user. DUF is provided by Verizon in an industry standard format, EMI. DUF was purposely designed to let Resellers perform their own rating.

Rated billing data is provided in the electronic version of the bill, which is received by RNK on CD-ROM. While Verizon-MA acknowledges that it is RNK's choice as to whether to receive DUF, Verizon-MA is sure that RNK would eliminate many of its billing issues by utilizing DUF. Accordingly, Verizon-MA has made this suggestion to RNK on numerous occasions. (Checklist Aff., ¶ 343)

162. RNK again expresses dissatisfaction with resale bills being due 30 days after the billing date rather than 30 days after the posting date. (RNK, p. 3) As previously explained, Verizon-MA's Resale billing methods and procedures were modeled after Verizon-MA's retail Summary Bill service. (Checklist Aff., ¶ 340) It is Verizon-MA's normal procedure to send both Resale and retail summary paper bills within seven to ten days from the billing period via the U.S. Postal Service. RNK's Resale bills are produced using the same procedures and within the same timeframes as all other Verizon-MA Resale and retail bills. As Verizon-MA has previously stated, if RNK would utilize Connect:Direct, the electronic version of its bill would be available at the same time that the paper summary bill is completed. This would generally ensure the delivery of the official electronic bill *before* the paper bill is received. (Checklist Aff., ¶ 341)

163. RNK acknowledges that, since the December 1999 Technical Sessions, Verizon-MA's response to billing claims has been "far more timely." RNK was "encouraged to note" that Verizon-MA identified and corrected a billing issue that was unique to RNK. (RNK, p. 4) Further, RNK recognizes that the billing claims report sent by Verizon-MA "enable us now to apply the credits to the proper customer account." (*Id*.) However, RNK states that for customers with more than

one line it is still necessary to call Verizon-MA in order to determine which claim was answered and that no explanation is provided with partial adjustments and aggregated adjustments. On the billing claims report, Verizon-MA provides RNK with the Reseller Billing Telephone Number ("RBTN"), Sub-Account Billing Telephone Number ("SBTN"), Status of claim (Adjusted or Denied), the related claim number, and an explanation of Verizon-MA's investigation into the claim. RNK can refer to the claim originally submitted to Verizon-MA and cross-reference the claim number to the claims report to determine what telephone number RNK submitted the claim under. If RNK cannot determine the telephone number that the claim was submitted against, a Verizon-MA Billing Service Representative will assist RNK by providing additional information. Finally, RNK expresses concern that the Verizon-MA personnel are often not able to provide RNK with an explanation of the denial code on partial adjustments and denials. Verizon-MA provides RNK with the denial code, as well as an explanation as to why the claim was adjusted or denied. The indicator code identifies if the claim has been adjusted or denied. In addition, a three-digit character code is provided identifying the reason for the claim. An explanation of the three-digit character codes is provided in the Resale Handbook, Volume III, Section 4.4 (Claims and Adjustments). Further, there is a statement in the "notes" section of the claims report that provides additional detail as to why the claim was adjusted or denied. If RNK reviews the claims report and still requires additional detail, a Verizon-MA Billing Service Representative will assist RNK with in resolving any outstanding issues.

164. RNK has stated that it is "unable to generate customer billing for collect calls to our customers, although we continue to pay BA for those calls." (RNK, p. 5) Collect calls are sent to RNK on its CD-ROM as rated itemized calls. On June 29, 2000, RNK made a request to Verizon-MA asking that Verizon-MA identify itemized calls as either a collect or third-party call. Verizon-MA is investigating the possibility of enhancing the Billing Data Tape ("BDT") to include this information. However, it should be noted that RNK could have access to the requested information today by obtaining the DUF. The DUF, which is provided in EMI, an industry standard, contains a message type indicator that identifies the billing arrangement (*i.e.*, collect, third party) applicable to the call. RNK claimed that a similar problem existed with additional minutes beyond the "flat rate" Bay State East Calling. Verizon is aware that the additional minutes for Bay State East are not detailed on the BDT. Verizon is working toward a resolution of this issue. RNK's Account Manager will provide RNK with updates as to the status of the resolution. In the mean time, RNK could obtain the detail associated with Bay State East calls from the DUF.

165. RNK references a Verizon-MA change to the coding of the billing system that was performed without notice or explanation to RNK. This change affected the inclusion indicator ("0" or "1") and "rendered random errors across Billing Telephone Numbers ("BTNs") and across calling plans." (RNK, p. 6) In fact, the coding change was performed to remedy a customer complaint that Verizon-MA was not in compliance with current BOS standards.[21] The complaint was received

[21] Verizon-MA provides billing details via a data tape created according to CABS BOS\BDT standard maintained by Telcordia Technologies. As part of the 10-36-04-50 Resale Call Usage Detail record,

on April 24, 2000, and Verizon-MA implemented the code change on April 30, 2000. Because it was responding to a specific complaint, Verizon-MA considered the coding change as a repair and, therefore, did not communicate it to the CLEC community. In retrospect, this was a mistake and several CLECs complained. As a result of these complaints, Verizon-MA reversed the code back to the non-standard means of populating the inclusion indicator. Going forward, Verizon-MA is working to ensure that billing repair changes that impact the CLEC community are communicated through the Change Management process.

166. ASCENT argues by reference to RNK, that "Bell Atlantic should not be able to impose prohibitive charges on getting that information. See RNK Response to DTE-RR-248." (ASCENT, p. 10 n.7) RNK's response to DTE-RR-248 addressed the costs associated with DUF. However, as explained in the Checklist Affidavit, Verizon-MA does not currently charge for DUF.

167. Again referring solely to RNK, ASCENT claims that "Bell Atlantic would have the Department believe the referenced billing and crediting problems exist no longer because Bell Atlantic is addressing them by giving its billing department different direction." (ASCENT, p. 10) As stated above, RNK has acknowledged Verizon-MA improvements in several areas, including specifically, the timeliness of billing claim resolution, the reduction of billing errors, and the receipt of a billing claims report for the purpose of reconciliation. (RNK, p. 4) ASCENT's arguments add nothing to the record. Instead, it is clear that Verizon-MA has provided RNK with the means and support to work through its billing issues.

Verizon-MA assigns a value of "0" or "1" in the inclusion indicator field. The value identifies if a toll call is part of an end user's toll calling plan and, therefore, not accruable, or whether it is an accrued

D. Reasonable Resale Restrictions

168. ASCENT also notes that Verizon-MA does not make voice mail available for resale. This is in accordance with the determination of the Department. The Department, in its November 9, 1998 Order in D.T.E. 97-101, page 11, found that "VMS itself however, is an 'information service' that the Act does not compel Bell Atlantic to offer for resale…". ASCENT also complains that Verizon-MA does not provide inside wiring service for Resellers. (ASCENT, p. 12). This is also in accordance with the Department's regulatory policy. Pursuant to the Department's November 8, 1996 Order in the *Consolidated Arbitrations,* page 5, Verizon-MA does not make inside wire maintenance available for resale.

169. ASCENT also claims that there are differences in retail and resale access to cut-through service. ASCENT refers to Mr. McKeown's statement at the August 4, 1999 public hearing in Newton. (ASCENT, p. 11) Mr. McKeown indicated that there were discrepancies between Verizon-MA's retail provisioning intervals for cut through service and the wholesale intervals for such service. First, it should be noted that Mr. McKeown's comments are a year old. ASCENT produced no evidence of Resellers currently experiencing such disparity. In Bell Atlantic – North, cut-through service is available for Resellers for installations of new residential lines and moves of existing residential service to an existing location. Cut through service is not available for additional lines. These same rules are applicable to Verizon-MA's retail service.

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call and should be included as part of the total usage amount for the account.

170. The Reseller determines cut through availability by accessing the Address Search screen in LiveWire. If cut-through availability exists, the Reseller must positively identify this fact in the cut-through field on the LSOG 4 LSR. In the case of an LSOG 2 LSR, the Reseller must make a positive entry in the expedite field and note in the remarks section that cut through facilities exist and a specific due date is requested. The expedite selection causes the order to flow to the Resale Center, so that a service representative can override the SMARTS Clock date, and assign a due date of the next business day, if an error free LSR is received prior to 12 p.m., or two business days, if an error free LSR is received after 12 p.m. In the case of cut-throughs, the expedite charges do not apply. The cut-through method and procedure has recently been reviewed with all of the service representatives in the Resale Center. Resellers can find information regarding cut through intervals in the Resale Handbook, Volume III, Section 3.4 (Due Date Provisioning Process Intervals).

171. ASCENT also claims that Verizon-MA would not perform weekend installations for wholesale requests, even if no dispatch is required but that Verizon-MA does perform weekend installations for its own retail customers. (ASCENT, p. 12) ASCENT is misinformed. In April 2000, Verizon-MA began accepting Saturday due dates for non-dispatchable wholesale orders and for those dispatchable orders where Saturday has been opened as a green day in the SMARTS Clock. Prior to April, Saturday due dates were honored on an expedited basis only.

172. Finally, ASCENT speculates in a conclusory fashion that "Bell Atlantic [will] revert to its anti-competitive contract termination charge policy in early 2001."

(ASCENT, p. 11) Significantly, ASCENT properly does not even allege that there is a current Section 271 issue here. Currently, Resellers in Massachusetts may assume retail contracts (unless Tariff or Contract contains language prohibits assignment) under the same terms and conditions of the retail contract, and the end user will not incur any termination charges. This policy will remain in effect until February 24, 2001, at which time Verizon-MA will reevaluate the contract termination policy. With the exception of the February 24, 2001 end date, Verizon-MA has the same termination policy as Verizon-NY. The FCC in its approval of the New York Section 271 Application found that Verizon-NY's "termination liabilities do not constitute a restriction on resale under checklist item 14." (*FCC Approval Order* ¶ 390) Thus, any issue that ASCENT may wish to raise is wholly based on its speculative assumption of Verizon-MA conduct that will not even occur this year.

173. In sum, the record shows that Verizon-MA is providing excellent service in support of more than four dozen Resellers and nearly one-quarter of a million lines. Verizon-MA does so in accordance with reasonable and lawful terms and conditions.

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