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BY E-MAIL

Robert T. Mulig, Esq.
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223

Re: Case 99-C-0949 – Performance Assurance Plan

Dear Mr. Mulig:

As we have discussed, Verizon NY proposes that two additional modifications be made to procedural aspects of the PAP: (1) the addition of a statute of limitations period for CLECs to challenge the monthly, reported PAP data and bill credit allocations, and (2) the deletion of the language in Section II(J) -- Exceptions and Waiver Process -- that prohibits Verizon NY from filing for waivers for parity metrics.

(1) Statute of Limitations Period for CLEC Challenges: Under the current provisions of the PAP, no set time limit exists for CLECs to challenge the monthly reported PAP data and bill credit allocations. A default statute of limitations would apply, and CLECs could have years to file any such challenges to PAP data. However, the intent of the PAP, in general, and the bill credit provisions, in particular, is to assure that CLECs receive good service in a timely fashion. For example, Verizon NY is required to file any waiver applications within 45 days of the close of the month in which the

waiverable event occurred so that the Commission can rule on the waiver request before any bill credits for the month in question would become due. *See* Section II(J). In order to assure that the fundamental intent of the PAP is fulfilled, a reasonable statute of limitations should be imposed for any CLEC challenges. Verizon NY recommends a six-month period.

(2) Deletion of the Prohibition on Waivers for Parity Metrics: Section II(J) sets forth the circumstances under which Verizon NY may apply for waivers and exceptions to the reported data. The section specifically prohibits Verizon NY from requesting waivers for parity metrics: “[t]his waiver process shall not be available for those metrics for which Verizon NY’s wholesale performance is measured by comparison to retail performance (parity metrics).” However, recent events -- the Work Stoppage of 2000 and the September 11, 2001 Terrorist Attack -- have demonstrated that circumstances could exist where Verizon NY is unable to provide parity service due to conditions beyond its control. Accordingly, a blanket provision precluding Verizon NY from filing for waivers of service performance on parity measures should not be included in the PAP. Under the terms of the PAP, Verizon NY should be allowed to apply for, and receive, service standard waivers for parity measures, provided that all the other applicable requirements of Section II(J) are satisfied.

Very truly yours,

William D. Smith

cc: Mr. Richard Brash (By E-Mail)