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Joseph A. Post
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October 9, 2014

Honorable Kathleen H. Burgess
Secretary
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223

Re: Case 14-V-0089 – Petition of Verizon New York Inc. for a Certificate of Confirmation for its Franchise with the City of Glen Cove, Nassau County

Dear Secretary Burgess:

Attached please find the response of Verizon New York Inc. (“Verizon”) to Cablevision’s objections to Verizon’s September 12, 2014 compliance filing.

Respectfully submitted,

A handwritten signature in black ink that reads "Joseph A. Post".

Joseph A. Post

cc: **Cablevision**
Samuel L. Feder, Esq.
Harold M. Greenberg, Esq.
Michael E. Olsen, Esq.
Paul W. Jamieson, Esq.

City of Glen Cove
Ms. Tina Pemberton

Department of Public Service
Mr. Chad G. Hume
Mr. Steven A. Sokal
Brian Ossias, Esq.

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**Petition of Verizon New York Inc. for a
Certificate of Confirmation for its
Franchise with the City of Glen Cove,
Nassau County**

Case 14-V-0089

**RESPONSE OF VERIZON NEW YORK INC.
TO CABLEVISION'S OBJECTIONS TO VERIZON'S COMPLIANCE FILING**

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Counsel for Verizon New York Inc.

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TO CABLEVISION'S OBJECTIONS TO VERIZON'S COMPLIANCE FILING**

Cablevision's October 7, 2014 letter objecting to Verizon's September 12, 2014 compliance filing is yet another example of Cablevision's continuing attempts to use any argument, however flimsy, in order to prevent, delay, or undermine the entry of a competitor and thus hold on to its cable television monopoly in municipalities such as Glen Cove.

Verizon's filing responded to the concern expressed in the Commission's confirmation order that:

Verizon's agreement with Glen Cove loosely defines the franchise area as: "those premises within the jurisdictional area of the LFA . . . that the Franchisee shall have passed with its FTTP Network facilities, as generally illustrated in Exhibit A," *and provides no further description of where FTTP facilities actually exist.* This language falls short of the Commission's minimum franchise requirement under 16 NYCRR § 895.1(b) and, therefore, approval of the petition is subject to Verizon providing a more comprehensive "system description" as a condition of the Commission's approval. *A full description will assist residents of Glen Cove in knowing when and where service is available.*¹

The italicized language makes clear both the nature of the Commission's concerns and the nature of the remedial measures that it anticipated. Since Verizon's franchise area in Glen Cove is made up of those premises that are passed by the company's FTTP facilities — a construct that the Commission properly approved in the Order— a "description of where FTTP

¹ Case 14-V-0089, "Order and Certificate of Confirmation Approving Franchise Subject to Conditions" (issued and effective August 14, 2014) (the "Order"), at 12 (emphasis supplied; footnote omitted).

facilities actually exist” was deemed necessary to fully specify the extent of that area, and thus to “assist residents of Glen Cove in knowing when and where service is available.”

Verizon’s remedial filing addresses that concern by replacing the map that it had originally provided as Exhibit A of its franchise agreement² with three highly detailed maps that show — with “green dots,” as Cablevision notes — the specific premises that are passed by the company’s FTTP facilities. The large scale of the maps enables residents to identify individual street addresses that are and are not passed (and therefore that are within or outside of the defined franchise area). Indeed, the maps even show the side of the street on which individual premises are located. This approach fully meets the requirement that residents be able to determine where Verizon’s facilities exist, and therefore where its FiOS service is available.

Despite the fact that Verizon’s compliance filing fully meets the needs and requirements identified in the Order, Cablevision puts forward a series of unpersuasive objections to the filing, all of which lack merit:

1. “Verizon includes no anticipated stages of completion at six-month intervals” In view of the fundamental franchise-area construct that underlies Verizon’s agreement, there is no need to provide “anticipated stages of completion” since the current franchise area is fully determined by the current state of the FTTP build-out. Nothing in the franchise agreement requires Verizon to undertake any additional stages of construction or “completion” of its network; the network is “complete” as is.³

² Exhibit A represented the franchise area using colored regions superimposed on a map of the City, but did not indicate which specific addresses were within that area.

³ Contrary to Cablevision’s contention, Verizon has no intention of reducing its FTTP service area in Glen Cove, and does not believe that it could do so without the approval of the City and the Commission.

2. ***“Verizon does not explain whether and when a resident at a green dot is entitled to request service, or whether and when a residence near a green dot may request service.”***

This “objection” willfully ignores both Verizon’s maps (whose green dots clearly identify the premises that are passed by FTTP facilities), and the franchise agreement itself (which defines the franchise area as the sum total of those passed locations, and which therefore makes it clear that those locations — and only those locations — are “entitled to request service”). Nothing in the definition entitles a resident who is merely “*near* a green dot” to request service. And a “resident at a green dot” clearly *is* entitled to request service.

3. ***“The Commission specifically found that this ‘loose[]’ language ‘falls short of the Commission’s minimum franchise requirement.’ Verizon has made no attempt to comply with the Glen Cove Order’s demand for specificity and in fact, its September 12 filing uses the exact same language.”*** As noted above, the concern expressed by the Order was not that the language of the franchise-area definition needed to be changed, but rather that it needed to be *supplemented* with a “further description of where FTTP facilities actually exist” that would “assist residents of Glen Cove in knowing when and where service is available.” Verizon’s filing meets this need.

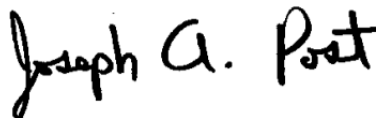
4. ***Verizon “defines no primary service area.”*** This comment reflects a fundamental misunderstanding of the nature of primary service areas and line extension areas under the Commission’s rules. As Verizon explained in its initial comments in response to Cablevision’s objection to the confirmation petition, the Glen Cove agreement does *not* seek to classify the defined franchise area as a “primary service area” while classifying the remainder of

the City (or any part of that remainder) as a “line extension area.”⁴ Both primary service areas and line extension areas are defined by the Commission’s rules as territories “within the franchised area.”⁵ Thus, the line extension rules do not purport to require the extension of service beyond the boundaries of the franchise area. In the case of the Glen Cove, Verizon has agreed to provide service throughout its defined franchise area, without regard to density. The Commission’s line extension rules require no more than that.

* * *

For the reasons set forth above, Verizon’s September 12, 2014 filing fully complies with the requirements of the Order. The Commission should reject Cablevision’s unpersuasive and jerry-rigged objections to the filing.

Respectfully submitted,



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⁴ On the definitions of and differing build-out requirements applicable to “primary service areas” and “line extension areas,” *see* 16 NYCRR §§ 895.5(a) and (b). In general, the offering of service in a line extension area is required only when prospective customers in that area are willing to make contributions in aid of construction. In contrast, the obligation to offer service in a primary service area is unconditional (absent a waiver).

⁵ *See id.* § 895.5(a)(1) (“Primary service area shall include each of the following *within the franchised area*”); *id.* § 895.5(a)(2) (“Line extension area shall be any area *within the franchised area* which is not the primary service area.”). (Emphasis supplied.)