

April 5, 2005

BY ELECTRONIC AND OVERNIGHT MAIL

Mary L. Cottrell, Secretary
Department of Telecommunications & Energy
Commonwealth of Massachusetts
One South Station, Second Floor
Boston, MA 02110

Re: D.T.E. 04-33

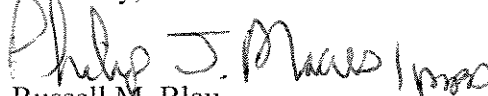
Dear Ms. Cottrell:

On behalf of CTC Communications Corp., DSLnet Communications, LLC; Focal Communications Corporation of Massachusetts; Lightship Telecom, LLC, RCN-BecoCom LLC; and RCN Telecom Services of Massachusetts, Inc. (jointly, the "Competitive Carrier Coalition"), enclosed for filing please find the Competitive Carrier Coalition's responses to the March 1, 2005 and March 10, 2005 Briefing Questions.

Consistent with the Arbitration Ground Rules, seven (7) copies of this letter are attached. Please date-stamp the enclosed extra copy of this filing and return it in the attached, postage prepaid envelope provided. Please note that we will submit this filing in electronic format by E-mail attachment to dte.efiling@state.mass.us.

Should you have any questions concerning this filing, please do not hesitate to contact us.

Sincerely,



Russell M. Blau
Philip J. Macres

Enclosure

cc: Tina Chin, Arbitrator
Jesse Reyes, Arbitrator
DTE 04-33 Service List

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

Petition of Verizon New England, Inc. for Arbitration of an Amendment to Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Massachusetts Pursuant to Section 252 of the Communications Act of 1934, as Amended, and the *Triennial Review Order*

D.T.E. 04-33

**RESPONSE TO MARCH 1, 2005 PROCEDURAL NOTICE
AND BRIEFING QUESTIONS AND MARCH 10, 2005 BRIEFING
QUESTIONS TO ADDITIONAL PARTIES**

I. INTRODUCTION

CTC Communications Corp., DSLnet Communications, LLC; Focal Communications Corporation of Massachusetts; Lightship Telecom, LLC, RCN-BecoCom LLC; and RCN Telecom Services of Massachusetts, Inc. (the “CLEC Parties”) respond to the Department’s March 1, 2005 Procedural Notice and Briefing Questions and March 10, 2005 Briefing Questions to Additional Parties as follows.

Issue 1:¹ Notwithstanding the carrier’s substantive arguments in this proceeding regarding the proposed rates, terms, or conditions for any specific service, for each carrier’s individual interconnection agreement, please identify each and every term that is relevant to whether or not the interconnection agreement’s change of law or dispute resolution provisions permit the parties to implement changes of “applicable law” without first executing an amendment to the interconnection agreement.

This question asks the parties only “to identify” relevant portions of their interconnection agreements. The apparent intent of this question is to obtain the plain language of the parties’ interconnection agreements without the parties’ interpretations, arguments, or analyses obscuring the terms themselves. Nonetheless, Verizon’s response to this briefing question includes lengthy analyses, not unlike those in its original filing, of Verizon’s interpretation of the terms of the parties’ agreements. Verizon’s analysis is not appropriate in response to this issue and goes beyond the scope of the question. Accordingly, the CLEC Parties object to that portion of Verizon’s response that goes beyond “identifying” relevant terms of the parties’ agreements and request the Commission reject or strike those portions of Verizon’s response. The CLEC Parties reserve the right to respond fully to Verizon’s arguments in their Reply Brief.

¹ This issue is identical in both the Department’s March 1, 2005 Procedural Notice and Briefing Questions and the March 10, 2005 Briefing Questions to Additional Parties. Accordingly, the Coalition has provided below the relevant terms for each of the carrier’s respective interconnection agreements.

A. **CTC COMMUNICATIONS CORP., RCN TELECOM SERVICES, RCN BECOM LLC**

Interconnection Agreement: CTC, RCN Telecom Services and RCN BecoCom each adopted the MCIMetro Access Transmission Services LLC Agreement from Massachusetts

*From CTC Opt-In Agreement:*²

Section 2.2: The Parties agree that if any Judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to CTC hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to CTC.

*From Interconnection Agreement for CTC, RCN Telecom and RCN BecoCom:*³

Part A: General Terms and Conditions

Section 8: Regulatory Approval

8.2 In the event the FCC or the Department promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially reduce or alter the services required by statute or regulations and embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 16 (Dispute Resolution Procedures) hereof.

8.3 In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIm or BA to perform any material terms of this Agreement, MCIm or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required.

Section 16: Dispute Resolution Procedures

16.1 The Parties recognize and agree that the Department has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves

² See Attachment A-1.

³ See Attachment A-2.

cannot resolve, may be submitted to the Department for resolution. The Parties agree to seek expedited resolution by the Department, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Department appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Department proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

*From CTC's Amendment No. 1 to the Adopted Agreement: UNE Remand Amendment:*⁴

1.4. Notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to this UNE Remand Attachment:

1.4.1. To the extent Verizon Is required by a change in Applicable Law to provide to CTC a UNE or Combination that is not offered under the Agreement, this UNE Remand Attachment, and the Pricing Appendix to the UNE Remand Attachment to CTC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.

1.5. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Lightship, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to CTC. If Verizon terminates its provision of a UNE or a Combination to CTC pursuant to this Section 1.5 and CTC elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with CTC to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of CTC; and, (b) CTC shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

⁴ See Attachment A-3.

B. DSLNET COMMUNICATIONS LLC

*From Interconnection Agreement:*⁵

General Terms and Conditions

Section 4: Applicable Law

4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to DSLnet hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and DSLnet shall reimburse Verizon for any payment previously made by Verizon to DSLnet that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to DSLnet of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

Section 14: Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties'

⁵ See Attachment B-1.

representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

Section 50: Withdrawal of Services

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to DSLnet.

Network Elements Attachment

Section 1: General

1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to DSLnet a UNE or Combination that is not offered under this Agreement to DSLnet as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.

1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to DSLnet, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to DSLnet. If Verizon terminates its provision of a UNE or a Combination to DSLnet pursuant to this Section 1.5 and DSLnet elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with DSLnet to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of DSLnet; and, (b) DSLnet shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

C. FOCAL COMMUNICATIONS CORPORATION OF MASSACHUSETTS

Interconnection Agreement: Adopted the Sprint – Verizon Agreement in Massachusetts

*From Interconnection Agreement:*⁶

General Terms and Conditions Massachusetts

Section 8.0 Government Compliance

8.3 In the event that a change in Applicable Law materially affects any material terms of this Agreement or the rights or obligations of either SPRINT or VERIZON hereunder or the ability of SPRINT or VERIZON to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

8.4 Notwithstanding anything herein to the contrary, in the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that a Party (“Providing Party”) shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to the other Party (“Recipient Party”) hereunder, then the Providing Party may discontinue the provision of any such service, facility, arrangement or benefit (“Discontinued Arrangement”) to the extent permitted by any such decision, order or determination by providing sixty (60) days prior written notice to the Recipient Party, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff [including, but not limited to, to the extent applicable, in VERIZON Tariffs DTE MA Nos. 10, 14, 15, 16 or 17, or F.C.C. No. 11] or Applicable Law) for termination of such Discontinued Arrangement, in which event such specific period and/or conditions shall apply. Immediately upon provision of such written notice to the Recipient Party, the Recipient Party shall be prohibited from ordering and the Providing Party shall have no obligation to provide new Discontinued Arrangements.

8.5 Nothing contained in this Agreement shall limit either Party’s right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated, any order (including, but not limited to, the Arbitration Orders), rule, regulation, decision, ordinance or statute issued by the Department, the FCC, any court or any other governmental authority, related to, concerning or that may affect a Party’s obligations under this Agreement or Applicable Law.

Section 17: Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good

⁶ See Attachment C-1.

faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

Part II: Unbundled Network Elements and Combinations

Section 1.7: Limitations on Unbundled Access

1.7.1(b) To the extent that VERIZON is required by a change in Applicable Law to provide a network element on an unbundled basis to SPRINT, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of VERIZON (a "VERIZON UNE Tariff," {including, but not limited to, to the extent applicable, VERIZON Tariff DTE MA No. 17}). In the absence of a VERIZON UNE Tariff, to the extent that VERIZON is required by Applicable Law to provide a network element to SPRINT, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Interconnection Agreement. In the absence of a VERIZON UNE Tariff and if there is a conflict between the terms and provisions of this Interconnection Agreement and Applicable Law governing the provision of a network element, prior to VERIZON's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

1.7.2 Without limiting VERIZON's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if VERIZON provides a Network Element or combination of Network Elements ("Combination") to SPRINT, and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines that VERIZON is not required by Applicable Law to provide such Network Element or Combination, VERIZON may terminate its provision of such Network Element or Combination to SPRINT. VERIZON will give SPRINT ninety (90) days advance written notice of such termination. If VERIZON terminates its provision of a Network Element or a Combination to SPRINT pursuant to this Section 1.7.2 and SPRINT elects to purchase other services offered by VERIZON under this Agreement in place of such Network Element or Combination, then: (a) VERIZON shall reasonably cooperate with SPRINT to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of SPRINT; and, (b) SPRINT shall pay all of the charges set forth in this Agreement for such services, including, but not limited to, all applicable installation charges.

D. LIGHTSHIP TELECOM LLC

Interconnection Agreement - Adopted Level 3 Communications LLC Agreement from New York

From Opt-In Agreement:

In its September 8, 2004 filing, Verizon indicates that Lightship has signed an opt-in agreement that contains the following language:

“2.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.”

This language is not part of the Verizon - Lightship opt-in agreement. Lightship has never agreed to this provision.

*From Interconnection Agreement:*⁷

General Terms and Conditions

Section 11: Unbundled Access

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element. Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.

⁷ See Attachment D-1.

Section 27.0 Compliance with Laws: Regulatory Approval

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

Section 28: Miscellaneous

28.9 - Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith attempts at conducting good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve any dispute under this Agreement in a reasonable time (given, among other things, the circumstances giving rise to the dispute, the scope of perceived harm to the Parties, and the perceived threat to the services provided to Customers), either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

From Amendment No. 2 to the Adoption Agreement (UNE Remand Amendment):⁸

1.4. Notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment:

1.4.1. To the extent Verizon is required by a change in Applicable Law to provide to Lightship a UNE or Combination that is not offered under the Agreement, this UNE Remand Attachment, and the Pricing Appendix to the UNE Remand Attachment to Lightship as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and

⁸ See Attachment D-2.

how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.

1.5. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Lightship, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to Lightship. If Verizon terminates its provision of a UNE or a Combination to Lightship pursuant to this Section 1.5 and Lightship elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Lightship to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of Lightship; and, (b) Lightship shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

Issue 2:⁹ Indicate whether a change of law or dispute resolution provision has been triggered and state the date on which each condition precedent or party obligations (e.g., notice requirements) was met, if applicable, with the regard to the implementation of (1) the Triennial Review Order, (2) USTA II, (3) the Interim Rules Order, (4) the Triennial Review Remand Order, or (5) any other statutory, judicial, or regulatory change, state or federal that you claim did modify the parties' rights under the interconnection agreement.

Those portions of the *TRO* that were affirmed by the DC Circuit in *USTA II* (i.e., service eligibility criteria for certain combinations, commingling and conversions) or were not appealed constitute a change of law for purposes of Verizon's Petition for Arbitration in this proceeding. However, the UNE rules that were remanded to the FCC by the *USTA II* decision did not constitute a change of law, because those portions of the rules never became effective. Further, the Interim Rules Order did not constitute a change of law, because that order simply maintained the status quo pending the FCC's release of new UNE rules and was, in any event, superseded by the Triennial Review Remand Order ("*TRRO*").

The *TRRO* was not a change of law because Verizon remains subject to the unbundling obligations in the FCC's *Bell Atlantic-GTE Merger Conditions* with respect to such UNEs until such time as those conditions expire. Moreover, even if the Merger Conditions are not applicable, any changes of law in the *TRRO* are entirely distinct from those made in the *TRO* and thus must be considered separately under the change-of-law provisions in the agreements. Verizon has not yet complied with such change-of-law provisions with respect to any *TRRO*-related change of law.

In such case, both the *TRO* and the *TRRO* expressly provide that the new rules must be implemented through the interconnection agreement change of law processes, and are not self-executing.¹⁰ The *TRRO* recognizes that while the order became effective on March 11, 2005, the changes to the parties' relationships should take effect "upon the amendment of the relevant interconnection agreements, including any applicable change of law processes."¹¹ In any event, the determination of the effective date of the changes that result from the *TRO* and *TRRO* are controlled solely by the existing change of law terms.

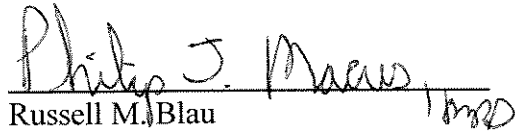
⁹ This is Issue 2 in the DTE's March 1, 2005 Procedural Notice and Briefing Questions. The DTE's March 10, 2005 Briefing Questions to Additional Parties contained a slightly different Issue 2, which is addressed in this response as well.

¹⁰ *TRO*, ¶ 701.

¹¹ *TR Remand Order*, nn.408, 524, & 630.

CLEC Parties reserve the right to respond further to these issues in their Reply Brief.

Respectfully submitted,

A handwritten signature in black ink that reads "Philip J. Macres". The signature is written over a horizontal line. To the right of the signature, there is a small, handwritten mark that appears to be "1/3/05".

Russell M. Blau

Robin F. Cohn

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Counsel for CTC Communications Corp.;
DSLnet Communications, LLC; Focal
Communications Corporation of
Massachusetts; Lightship Telecom, LLC,
RCN-BecoCom LLC; and RCN Telecom
Services of Massachusetts, Inc. (jointly, the
"Competitive Carrier Coalition")

Dated: April 5, 2005