Alexander W. Moore
Assistant General Counsel

verizon

185 Franklin Street, 13h Floor
Boston, MA 02110-1585

Phone 617 743-2265
Fax 617 737-0648
alexander.w.moore@verizon.com

August 24, 2005

Mary L. Cottrell, Secretary
Department of Telecommunications & Energy
Commonwealth of Massachusetts
One South Station, 2nd Floor
Boston, Massachusetts 02110

Re: D.T.E. 04-33 -- Petition of Verizon New England Inc. for Arbitration

Dear Ms. Cottrell:

Enclosed for filing in the above-referenced matter is the Motion of Verizon Massachusetts for Partial Clarification and/or Reconsideration of Arbitration Order.

Thank you for your attention to this matter.

Sincerely,

Alexander W. Moore

cc: 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**

MOTION OF VERIZON MASSACHUSETTS FOR PARTIAL CLARIFICATION AND/OR RECONSIDERATION OF ARBITRATION ORDER

The Arbitration Order ("Order") the Department issued in this proceeding on July 14, 2005, addresses and disposes of a host of issues arising from the parties' efforts to implement the FCC's *Triennial Review Order* ("*TRO*") and *Triennial Review Order on Remand* ("*TRRO*"). While most of the Order is clear and properly applies relevant law, Verizon Massachusetts ("Verizon MA") requests, pursuant to 220 C.M.R. § 1.11(10), clarification or reconsideration with respect to certain sub-issues addressed in the Order. Verizon MA asks the Department to clarify certain statements in the Order to aid the parties in negotiating and filing for approval an amendment consistent with the Department's intent reflected in the Order, or to reconsider its decisions on limited and specific issues, on the grounds that those decisions are the result of mistake or inadvertence or are based on errors of law, misapprehension of the relevant facts, or both.

STANDARD OF REVIEW

The Department's standards of review for clarification and reconsideration of its decisions are well-established. The Department has stated that "[c]larification of previously issued orders may be granted when an order is silent as to the disposition of a specific issue requiring determination in the order, or when the order contains language that is so ambiguous as to leave doubt as to its meaning." *Boston Edison Company*, D.P.U. 92-1A-B, at 4 (1993); *Whitinsville Water Company*, D.P.U. 89-67-A, at 1-2 (1989). Clarification does not involve reexamining the record for the purpose of substantively modifying a decision. *Boston Edison Company*, D.P.U. 90-335-A, at 3 (1992), citing *Fitchburg Gas & Electric Light Company*, D.P.U. 18296/18297, at 2 (1976).

A motion for reconsideration "should bring to light previously unknown or undisclosed facts that would have a significant impact upon the decision already rendered." *Boston Edison Company*, D.P.U. 90-270-A, at 2-3 (1991); *Western Massachusetts Electric Company*, D.P.U. 85-270-C, at 12-13 (1987). It should not attempt to reargue issues considered and decided in the main case. *Commonwealth Electric Company*, D.P.U. 92-3C-1A, at 3-6 (1995); *Boston Edison Company*, D.P.U. 90-270-A, at 3 (1991). Rather,

> [r]econsideration of previously decided issues is granted only when extraordinary circumstances dictate that the Department take a fresh look at the record for the express purpose of substantively modifying a decision made after review and deliberation. *Id.*

Alternatively, a motion for reconsideration may be based on the argument that the Department's treatment of an issue was the result of mistake or inadvertence. *Massachusetts Electric Company*, D.P.U. 90-261-B, at 7 (1991); *New England Telephone and Telegraph Company*, D.P.U. 86-33-J, at 2 (1989); *Boston Edison Company*, D.P.U. 1350-A, at 5 (1983). It is also appropriate where parties have not been "given notice of the issues involved and accorded

a reasonable opportunity to prepare and present evidence and argument" on an issue decided by the Department. *Re: Petition of CTC Communications Corp.*, D.T.E. 98-18-A, at 2, 9 (1998).

ARGUMENT

1. The Department should clarify that CLECs are not entitled to unbundled access to packet switching to serve the embedded base during the FCC's transition period.

The Order contains some provisions that could be read to create an ambiguity with regard to a CLEC's access to unbundled packet switching as a UNE on an interim basis. Verizon MA seeks clarification of this issue to eliminate any possible ambiguity and to avoid any unnecessary disputes in the future.

Verizon MA demonstrated in its Initial Brief (at 61-62, 94-97) and Reply Brief (at 42-43) that the FCC has, since its first Order implementing the Act in 1996, repeatedly declined to require unbundled access to packet switching and packet switches. In response to CLEC arguments that they are entitled to unbundled access to packet switches to provide traditional local switching functionality, Verizon MA explained that the FCC's decisions denying unbundled access to packet switching extend to the actual "packet switching equipment," *TRO* ¶ 288 n. 833, and thus eliminate any CLEC access to packet switches as UNEs even in areas where local switching is provided by a packet switch. *See* Verizon MA Reply Brief at 43. In particular, the FCC found that the replacement of a circuit switch with a packet switch eliminates any local switching unbundling requirement – and acknowledged that its elimination of this obligation was intended to spur further deployment of packet switches:

> [T]o the extent that there are significant disincentives caused by unbundling of circuit switching, *incumbents can avoid them by deploying more advanced packet switching.* This would suggest that incumbents have every incentive to deploy these more advanced networks, which is precisely the kind of facilities deployment we wish to encourage.

Id. at ¶ 447 n.1365 (emphasis added.) Thus, where an ILEC replaces a circuit switch with a packet switch, CLECs are not entitled to unbundled access to the new switch for any purpose.

The Department agreed with Verizon MA that the FCC had denied unbundled access to packet switching, and it specifically rejected the CLECs' attempt to draw a distinction between switching functionality and switching equipment:

> In the *Triennial Review Order*, the FCC found that carriers were not impaired without access to packet switching, and eliminated the limited requirement for unbundled packet switching. *Triennial Review Order* at ¶537. Thus, the CCC's attempt to secure access to unbundled packet switching during the UNE-P transition period and afterward fails.

Order, at 79-80; *see also id.* at 183 (confirming that "we decline to require Verizon to provide access to packet switching.")

At one point, however, the Department may have created an ambiguity in its correct holding that Verizon MA need not unbundle its packet switches during the transition period or otherwise – specifically, in its discussion of "AT&T's concern that Verizon may cease providing local switching to the portion of AT&T's UNE-P embedded base which is receiving local switching functionality from a packet switch." Order at 183. In addressing that purported concern, the Department found that the FCC's transition plan requires Verizon MA to provide local switching to the CLECs' embedded base, including "the portion of the embedded base which is receiving local switching functionality through packet switches," until migration of the embedded base to alternative arrangements or until the end of the transition period, whichever comes first. *Id.*

But Verizon MA has not yet deployed any packet switches in Massachusetts. Therefore, no portion of any CLEC's embedded UNE-P base "is receiving local switching functionality

through packet switches," as the Order seems to assume. AT&T's concern – and the Department's ruling – are thus moot, as the Department should confirm.

The Department should clarify that it did not intend to require unbundling of packet switches that Verizon MA might deploy *at some future point* during the transition period.[1] The reason is simple: the FCC's nine-year old prohibition on packet switch unbundling long predates and acts entirely independently of the *TRRO*'s transition plan for UNEs provided over circuit switches. If Verizon MA had deployed a packet switch in Massachusetts before the FCC adopted its transition plan in the *TRRO*, that switch would not have been subject to any unbundling obligation and any UNE-P arrangements served out of that switch would have been eliminated before the date on which the "embedded base" was defined. This is consistent with the incentive the FCC designed to encourage the rapid deployment of packet switches – an exemption from packet switch unbundling even if the *sole purpose* of the packet switch deployment is to avoid having to continue providing UNE-P on the replaced circuit switch. *See TRO* ¶ 446 n.1365.

The *TRRO* reconfirmed this incentive and the FCC's intention that the deployment of a packet switch earns the ILEC an exemption from any switch unbundling that applied to the circuit switch:

> [G]iven that we do not require packet switches to be unbundled, there is no basis for an argument that our treatment of circuit switches gives incumbent LECs a disincentive to upgrade their switches.

TRRO ¶ 220, n. 598. In other words, nothing in the *TRRO*'s treatment of circuit switches, including the transition period for the embedded base of circuit switch unbundling, is intended to undercut the FCC's clear incentive to ILECs to upgrade to packet switches as soon as possible.

---

[1] The issue is far from academic. Verizon MA currently plans to replace a circuit switch in Lowell with a packet switch in December of 2005 and to replace two additional circuit switches with packet switches in early 2006.

But a requirement imposed by the Department that packet switches deployed in Massachusetts in the next seven months would be subject to unbundling would do just that – undercut, indeed override, the FCC's no-unbundling incentive to accelerate packet switch deployment. Such a requirement would provide a strong disincentive for this kind of network upgrade, and only in Massachusetts.

The language of the *TRRO*'s transition plan is entirely consistent with the exemption of packet switches – whenever they are deployed – from any unbundling obligation. The transition plan rule, which is part of the FCC's rule on "Local *circuit* switching," states,

> [F]or a 12-month period from the effective date of the Triennial Review Remand Order, an incumbent LEC shall provide access to ***local circuit switching*** on an unbundled basis for a requesting carrier to serve its embedded base of end-user customers.

47 CFR § 51.319(d)(2)(iii) (emphasis added). Thus, the UNE-P transition rule applies only to *circuit* switches, not to *packet* switches, and necessarily only for so long as the circuit switch is still in place so that the ILEC can "provide access" to UNE circuit switching for the CLEC's embedded base of customers.

This transition rule is intended to facilitate the CLECs' transition away from UNE-P, not to expand UNE-P to another switching platform that has always been exempt from unbundling. A rule *phasing out* unbundling cannot be read to implicitly *create* new unbundling rights that the FCC has expressly and repeatedly rejected. There is no indication in the *TRRO* that the FCC intended, as part of its transition plan, to repudiate its previous, longstanding policy against

packet switch unbundling and, without ever saying so, impose a new packet switch unbundling obligation with respect to the embedded UNE-P base.[2]

For these reasons, the Department should clarify that if Verizon MA replaces a circuit switch with a packet switch during the transition period, it will not give rise to any obligation to provide unbundled access to the packet switch to serve the embedded base or otherwise.

2. The Department should clarify that the interconnection agreements in Groups 1, 2, 3, 4 and 6 are not self-executing with respect to changes in law other than elimination of an unbundled network element.

In Section V.H of the Order, addressing Issues 12, 20 and 24, the Department found that, "Because the *Triennial Review Order* declined to override existing contracts to order automatic implementation of its rules as of a date certain, the date the new rules [for conversions and commingling of UNEs and other wholesale services] take effect is the effective date of the Amendment for those carriers with agreements that require negotiation and, if necessary, arbitration to implement changes of law." Order at 135. That holding is correct. The Department went on, however, to note that:

> [F]or those carriers that have "self-executing" agreements that do not require negotiation or arbitration to implement changes of law (*see* discussion in Section IV, *supra*), Verizon was obligated to provide conversions, commingling and combinations on October 2, 2003, the effective date of the *Triennial Review Order*.

Id.

Verizon MA seeks clarification that the Department's reference to Section IV of the Order is not meant to imply that all of the interconnection agreements addressed in that Section

---

[2] If the Department has, in fact, read the *TRRO* to *expand* unbundling beyond circuit switches, then its ruling should be reconsidered based on a mistaken understanding of applicable law because it would conflict with the FCC's repeated decisions – reaffirmed in the *TRRO* – not to unbundle packet switches. It would deprive Verizon MA of the right to avoid the "significant disincentives caused by unbundling of circuit switching ... by deploying more advanced packet switching," TRO ¶ 447, n. 1365, and thereby defeat the federal policy encouraging rapid deployment of that technology.

are "self-executing" ones which require no amendment in order to implement new, prospective requirements such as the conversion, commingling and combination terms of the *TRO*. In fact, in Section IV of the Order, the Department concluded that the interconnection agreements in Groups 1 through 4 contain general provisions that require the parties to negotiate an amendment in order to effectuate changes of law, but that they also contain specific exceptions authorizing Verizon MA to discontinue UNEs that had been eliminated by the *TRO* without need for amendment.

For example, the Department acknowledged that General Terms and Conditions § 4.6 in the Group 1 contracts generally requires negotiation and amendment to effectuate a change of law, but it found that other provisions of the contract (namely, General Terms and Conditions §4.7 and UNE Attachment §1.5) independently authorize Verizon MA to *discontinue* a UNE on notice and without amending the contract, upon elimination of that UNE by a change of law, and that those latter terms control here. The Department stated that, "we construe the right to terminate pursuant to UNE Attachment § 1.5 as a modification of General Terms and Conditions § 4.6, such that the duty to negotiate applies only when the change of law results in an ongoing right or obligation under the interconnection agreement, not when it eliminates entirely such rights or obligations." Order at 16. The Department held that contract provisions in agreements within Groups 2 through 4 had the same meaning and effect as the comparable terms in the Group 1 agreements. S*ee id.*, at 21 (Verizon MA may discontinue de-listed UNEs without amendment to Group 2 contracts as an exception to the general provision requiring negotiation and amendment in the event of a change of law that "materially affects" the parties' contractual rights); *id.*, at 25 (Group 3 reasoning same as for Groups 1 and 2); *id.* at 28 (same as to Group 4);

id. at 34 (the Department concludes that FCC finding of non-impairment does not require amendment).

Accordingly, while the Department correctly found that Verizon MA need not amend these contracts before discontinuing UNEs that have been de-listed by the FCC, the Department also found that these contracts do indeed require amendment to effectuate material changes in the parties' contractual rights *other than* elimination of UNEs. These contracts are, therefore, not "self-executing" with respect to Verizon MA's new, prospective obligations arising from the *TRO*. In order to avoid disputes in the future, the Department should clarify that the new rules in the *TRO* regarding conversions, commingling and combinations (as well as routine network modifications) will be effective for these carriers on the date the parties execute amendments to their existing agreements, as stated in the Order at 135, and not as of the effective date of the *TRO*, October 2, 2003.[3]

3. The Department should clarify that the relevant date for determining whether a wire center satisfies the FCC's non-impairment criteria for UNE loops and dedicated transport is the effective date of the TRRO, March 11, 2005.

In outlining the procedures governing the ordering of UNE loops and dedicated transport to be included in the new amendment, the Department may have created an ambiguity through certain statements that might be read to imply that, in deciding whether a disputed wire center satisfies the non-impairment criteria established in the FCC's rules, the Department would assess the status of that wire center as of the date the order was placed or, perhaps, the date the issue comes up for decision. For example, in rejecting the CLECs' attempt to define the term

[3] Although these interconnection agreements require no amendment authorizing Verizon to discontinue those UNEs de-listed in the *TRO* and the *TRRO*, Verizon MA is willing to enter into an amendment with these carriers implementing the *TRO*'s rules on conversions, commingling, combinations and routine network modifications, on terms consistent with the Department's rulings in the Order.

"affiliate" to include MCI as an affiliate of Verizon MA, the Department noted that "the CLECs' concerns regarding the announced merger between MCI and Verizon and its impact on wire center designations are minimized because wire center designations will not be litigated until a dispute arises." Order at 286. Likewise, the Department's directive that the back-up data that Verizon MA must provide to a requesting CLEC "must be updated to the month in which a CLEC requests such data," Order at 286, might be read to imply that such updated data will be relevant in every case, and thus that the relevant date for assessing the status of a wire center is the date the CLEC places the order for the facility.

In fact, the FCC's rules for ordering and provisioning UNE loops and transport require that the relevant date for assessing whether a wire center satisfies the FCC's non-impairment criteria is the effective date of the *TRRO*, March 11, 2005 (or, for any future additions to the exempt wire center list, the date Verizon MA claims a particular exemption). Each of the FCC's transition rules for loops and dedicated transport defines the embedded base of UNEs which must be transitioned to alternative services (and to which a higher, transitional price applies) as the UNEs that existed as of the effective date of the *TRRO* but which the ILEC is no longer required to make available under the substantive rules for that UNE. For example, 47 C.F.R. 51.319(a)(4)(iii) defines the embedded base of DS1 UNE loops as any "that a competitive LEC leases from the incumbent LEC as of [the effective date of the *TRRO*], but which the incumbent LEC is not obligated to unbundle pursuant to paragraphs (a)(4)(i) or (a)(4)(ii) of this section...."[4] The effective date of the *TRRO* was March 11, 2005, and, as the Department held, "the transition period began on March 11, 2005, and the CLECs' embedded bases consist of arrangements in place as of that date." Order at 70. By definition, then, the embedded base consists of those

[4] *See also* 47 C.F.R. 51.319(a)(5)(iii) (DS3 loops), 319(a)(6)(ii) (dark fiber loops), 319(e)(2)(ii)(C) (DS1 transport), 319(e)(2)(iii)(C) (DS3 transport), and 319(e)(2)(iv)(B) (dark fiber transport).

UNE loops and dedicated transport facilities that were provisioned out of (or, in the case of transport, between) wire centers that satisfied the applicable FCC non-impairment criteria as of March 11, 2005.

The language of the FCC's rules makes very clear that the classification of a wire center as exempt from unbundling operates as a ratchet; changes in the facts on the ground can cause additional offices to be added to the exempt list, but cannot be used to remove an office from the list once it qualifies. *See TRRO* ¶ 167, n.466. For example, 47 CFR § 51.319 (e)(3)(i), which sets out the criteria for classification of a wire center as "Tier 1" for purposes of exempting routes from dedicated transport unbundling, says, "Once a wire center is determined to be a Tier 1 wire center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 wire center." *See also* 47 CFR § 51.319 (e)(3)(ii). This clearly means that changes in the facts affecting the classification of wire centers after the facts in effect as of the effective date of the *TRRO* can only move offices from impaired to non-impaired – and that any such changes *cannot* remove offices from non-impaired status once they achieve it.

A Department rule that would allow a CLEC to show, in a dispute over a particular UNE order, that a wire center that had met the non-impairment criteria on March 11, 2005, no longer met those criteria on the date the CLEC submitted the order, would therefore be inconsistent with the FCC's rules on changes in the classification of wire centers over time. It would also open the dispute process to anomalous and unworkable results. Under such a rule, for example, if a dispute arises from an order for a DS1 loop placed on April 1, 2006, after the close of the transition period on March 10, 2006, the Department might decide that the relevant wire center does not meet the non-impairment criteria as of that date, even though that wire center had met those criteria as of March 11, 2005. Consequently, the requesting CLEC would be allowed

unbundled access to a DS1 loop, even though all of the DS1 loop UNEs previously served out of that wire center had been migrated to other arrangements and re-priced. Not only would that be unfair to those carriers whose UNEs had been transitioned away, but it would violate the FCC's determination that once a wire center satisfies the FCC's non-impairment criteria, it is not subject to reclassification, resulting in exactly the type of market disruption the FCC sought to avoid. *See TRRO* ¶ 167, n.466; 47 C.F.R. §§ 51.319(a)(4), (a)(5), (e)(3).

Accordingly, the Department should clarify that nothing in the Order is intended to vary from the FCC's transition rules or to imply that the relevant date for assessing whether a wire center satisfies the FCC's non-impairment criteria is anything other than March 11, 2005 (unless a wire center first satisfies the FCC's criteria at a later date.) The Department should further clarify that the CLECs' proposed definition of "affiliate" is rejected because there is no dispute that Verizon MA and MCI were not affiliates (as defined by 47 U.S.C. §153(1)) as of the first relevant date for determining the number of fiber-based collocators in a given wire center, March 11, 2005. Likewise, the Department should clarify that the back-up data Verizon MA must provide to a requesting CLEC need only be updated beyond March 11, 2005, if and when Verizon MA determines that the relevant wire center first met the FCC's non-impairment criteria at a later time.

4. The Department should reconsider its decision that 30 days is sufficient time for Verizon MA to dispute a CLEC's certification of entitlement to a UNE loop or transport facility and to seek retroactive pricing. A 90-day period is more appropriate and will continue to serve the Department's policy goals.

The Department should reconsider its decision, Order at 287, to allow Verizon MA just thirty days in which to seek retroactive pricing to the date of provisioning of a loop or dedicated transport facility that was provisioned as a UNE due to an erroneous CLEC certification. The

30-day interval was selected without the benefit of briefing by the parties and is an unnecessary and unreasonably short timeframe.

If a CLEC, pursuant to *TRRO* ¶ 234, orders as a UNE a facility that in fact is not a UNE under the FCC's non-impairment criteria (and assuming such non-impairment status is confirmed under the process set forth in *TRRO* ¶ 234), then as a matter of law the facility was never a UNE and the CLEC was never entitled to obtain it at UNE rates. It is inappropriate to require that Verizon MA bear the risk of missing an artificial 30-day deadline in order to recover from the CLEC charges to which Verizon MA is legally entitled. Any such deadline would create a new arbitrage opportunity in which the CLEC would have an incentive to invoke the paragraph 234 process in cases where it has no basis for doing so, with the hope of, at worst, paying no more than the amount that it would have otherwise been obligated to pay if it had purchased the facility from Verizon MA's access tariff or, at best, obtaining UNE rates to which the CLEC is not entitled for an indefinite period of time if Verizon MA misses the 30-day dispute deadline. Moreover, Verizon MA's interconnection agreements typically permit back-billing for any period of time for which a service has been provided but not fully billed, limited only by the applicable statute of limitations. There is no reason to depart from this established practice in this instance.

If the Department nonetheless is inclined to impose a deadline, then 30 days is not enough time for Verizon MA to identify the loop or transport orders that are inconsistent with Verizon MA's wire center data and to generate letters notifying the CLECs of Verizon MA's intent to dispute their certifications. In order to avoid significant and costly revisions to its automated ordering, provisioning and billing systems, Verizon has implemented a process by which review of its monthly billing reports triggers the preparation of a dispute notice letter to a

CLEC where the certification is inconsistent with Verizon's data. Because Verizon's billing reports are generated only once a month, however, an erroneous CLEC certification received at the beginning of a month would not even trigger the notice letter within the 30-day period, much less allow Verizon MA a reasonable amount of time to generate a CLEC-specific notification letter identifying the circuits and wire centers at issue. Accordingly, the Department's decision was mistakenly based on insufficient information, and it should reconsider its decision that 30 days is a reasonable timeframe for Verizon MA to dispute a CLEC certification.

With this in mind, Verizon MA suggests that, if the Department determines that any time limit at all is justified, then a minimum of 90 days is a more appropriate period for Verizon MA to dispute a CLEC's certification and seek retroactive pricing of the relevant UNEs to the date of provisioning. Verizon anticipates that ninety days generally would allow Verizon MA sufficient time to identify any certification that it wishes to dispute and to notify the appropriate CLEC of Verizon MA's position. Given the time it would take to litigate such a dispute, this slightly longer notice interval would have little impact on the total amount of a retroactive bill to the CLEC should Verizon MA prevail. It is thus consistent with the Department's purpose in establishing the time limit, *i.e.* to "prevent accrual of large retroactive bills if Verizon delays challenging a CLEC request for months or even years." Order at 288.

5. The Department should clarify that the only Verizon MA equipment located in a CLEC's premises that may be included in the definition of "dedicated transport" is switching equipment that has line-side functionality.

The Order creates a possible ambiguity when it adopted the definition of "dedicated transport" proposed by AT&T, which includes language to bring within the definition a transmission path between a Verizon MA wire center and "Verizon switching equipment" located at a CLEC's premises. The Department noted that although this additional language

does not appear in the FCC's definition of dedicated transport, it is nevertheless "consistent with our findings in Issue 18," concerning "reverse collocation." Order at 103.

AT&T's proposed language, however, is not sufficiently specific to be entirely consistent with the *TRRO* or the Department's findings under Issue 18. In footnote 251 of the *TRRO*, the FCC explained that its definition of the term "wire center" in connection with dedicated transport "also includes any incumbent LEC switches *with line-side functionality* that terminate loops that are 'reverse collocated' in non-incumbent LEC collocation hotels." *TRRO* ¶ 87, n. 251 (emphasis added). Citing this discussion, the Department found under Issue 18, specifically addressing reverse collocation, that "the FCC did not incorporate equipment other than *line-side* switching facilities into its definition of ILEC wire centers for the purpose of dedicated transport." Order at 222 (emphasis added). Thus, only Verizon MA switching equipment that has *line-side functionality* and is located in a CLEC's premises may be included in the definition of dedicated transport under federal law.

As Verizon MA pointed out in its Initial Brief (at 111), it has not "reverse collocated" at any CLEC premises and has no intention of doing so. Nevertheless, if the Department believes any reverse collocation references are necessary, it should harmonize its holdings with each other and with the *TRRO*, and remove definitional ambiguities that will lead to disputes. Verizon MA thus asks the Department to clarify that the definition of dedicated transport in the amendment must specify that the "Verizon switching equipment" located at a CLEC's premises must have "line-side functionality."

CONCLUSION

For the foregoing reasons, Verizon MA's Motion for Reconsideration and Clarification should be granted.

Respectfully submitted,

VERIZON MASSACHUSETTS

By its attorneys,

Bruce P. Beausejour
Alexander W. Moore
185 Franklin Street – 13th Floor
Boston, MA 02110-1585
(617) 743-2265

Dated: August 24, 2005

D.T.E. 04-33 SERVICE LIST

Mary Cottrell, Secretary
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Tina W. Chin, Hearing Officer
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Michael Isenberg, Director
Telecommunications Division
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

April Mulqueen, Assistant Director
Telecommunications Division
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Paula Foley, Assistant General Counsel
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Berhane Adhanom, Analyst,
Telecommunications Division
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Stella Finn, Analyst,
Telecommunications Division
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Debra Alexander, Analyst,
Telecommunications Division
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Ashish Shrestha, Analyst
Telecommunications Division
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Karlen J. Reed, Assistant Attorney General
Utilities Division
Office of the Attorney General
200 Portland Street, 4th Floor
Boston, MA 02114

Jay E. Gruber, Esquire
Harry Davidow, Esquire
Michelle Consalvo, Esquire
AT&T Communications of New England, Inc.
99 Bedford Street, 4th Floor
Boston, MA 02111

Kenneth W. Salinger
Ruth T. Dowling
Palmer and Dodge LLP
111 Huntington Avenue
Boston, MA 02199

Brian Kelleher
AT&T
14 Mark Lane
New City, NY 10956

Gregory Hoffman
AT&T
32 Avenue of the Americas
New York, NY 10013

D.T.E. 04-33 SERVICE LIST

Richard C. Fipphen Senior Counsel
Law and Public Policy
MCI
200 Park Avenue, 6th Floor
New York, NY 10166

Karen R. Sistrunk, Senior Attorney
Sprint Communications Company L.P.
401 9th Street, NW, Suite 400
Washington, DC 20004

Russell M. Blau, Esquire
Michael W. Fleming, Esquire
Philip J. Macres, Esquire
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116

Genevieve Morelli, Esquire
Brett H. Freedson, Esquire
Kelly Drye & Warren LLP
1200 19th Street, NW, Suite 500
Washington, DC 20036

Andrew Klein, Esquire
Piper Rudnick LLP
1200 Nineteenth Street, NW - Suite 700
Washington, D.C. 20036-2412

Douglas S. Denny-Brown, General Counsel
RNK Inc. d/b/a RNK Telecom
333 Elm Street, Suite 310
Dedham, MA 02026

E. Barlow Keener
BrahmaCom, Inc.
32 Wexford Street
Needham, MA 02494

Scott Sawyer, Esquire
Gregory M. Kennan, Esquire
Conversent Communications of Massachusetts
24 Albion Road – Suite 230
Lincoln, RI 02865

Kristin L. Smith, Esquire
Qwest Communications Corp.
1801 California Street, 10th Floor
Denver, CO 80202

Michael S. Giaimo
Robinson & Cole LLP
One Boston Place
Boston, MA 02108-4404

Andoni Economou
Leo Maese
Metropolitan Telecommunications of Massachusetts, Inc.
44 Wall Street, 6th Floor
New York, NY 10005

Lance JM Steinhart
Law Office of Lance JM Steinhart PC
1720 Windward Concourse, Suite 250
Alpharetta, GA 30005

Jodi J. Caro, Vice President and General Counsel
Looking Glass Networks, Inc.
111 West 22nd Street, Suite 600
Oak Brook, IL 60523

Jennifer Hassen
Benjamin P. Thayer
Freedom Ring Communications, LLC
359 Corporate Drive
Portsmouth, NH 03801

D.T.E. 04-33 SERVICE LIST

Ken Duarte, Director
Carrier Relations and Regulatory Affairs
Volo Communications of Massachusetts, Inc.
151 S. Wymore Road., Suite 3000
Altamonte Springs, FL 32714-4254

Kevin J. Donohue
A.R.C. Networks
175 Pinelawn Road, Suite 408
Melville, NY 11747

Chris Van de Verg, General Counsel
CoreTel Massachusetts, Inc.
209 West Street, Suite 302
Annapolis, MD 21401

Peter Karoczkai, Senior Vice President
Paola M. Bulloch, Director - Regulatory Affairs
A.R.C. Networks Inc.
1333 Broadway, Suite 1001
New York, NY 10018

Rebecca Sommi, Vice President Operations Support
Broadview Networks Inc./Broadview NP Acquisition
400 Horsham Road
Horsham, PA 19044-2190

Bob Oberlin
Billseye Telecom Inc.
25900 Greenfield Road, Suite 330
Oak Park, MI 48237-1267

Kevin Photiades Regulatory & Compliance Manager
United Systems Access Telecom, Inc.
5 Bragdon Lane, Suite 200
Kennebunk, ME 04043-7262

Christa M. Proper, Vice President
Richmond Connections Inc. d/b/a Richmond NetWorx
124 Fenn Street
Pittsfield, MA 01201

Beth Choroser
Comcast Cable Communications
1500 Market Street
Philadelphia, PA 19102

Anthony Hansel, Senior Counsel
DIECA Communications d/b/a Covad Communicatior
600 14th Street, NW, Suite 750
Washington, DC 20005

Sean Dandley, President and CEO
DSCI Corporation
1050 Waltham Street, Suite 510
Lexington, MA

Michael J. Shortley, III
1080 Pittsford-Victor Road
Pittsford, NY 14534

Scott Kellogg
Essex Acquisition Corp.
180 North Wacker Drive, Suite 3
Chicago, IL 60606

Carl Wolf Billek
Andrew D. Fisher
IDT America Corp.
520 Broad street
Newark, NJ 07102-3111

D.T.E. 04-33 SERVICE LIST

Marva Brown Johnson, Senior Counsel
Chad Pifer, Regulatory Counsel
KMC Telecom Inc.
1755 North Brown Road
Lawrenceville, GA 30043

Lisa Evans
SpectroTel, Inc.
655 Shrewsbury Avenue
Shrewsbury, NJ 07702

Rex Knowles, Vice President, Regulatory
XO Communications
111 E. Broadway, Suite 1000
Salt Lake City, UT 84111

Doug Kinkoph
Vice President, Regulatory & External Affairs
XO Communications Inc.
Two Easton Oval, Suite 300
Columbus, OH 43219

Francie McComb, Associate General Counsel
Talk America, Inc.
6805 Route 202
New Hope, PA 18938

Michael J. Goldey
PAETEC Communications
81 Highfield Road
Harrison, NY 10528

Dave Berndt, Director of Regulatory Affairs
Lightship Telecom
One Executive Park Drive
Bedford, NJ 03110

Karen M. Potkul, Esquire
XO Communications, Inc.
1601 Trapelo Road, Suite 397
Waltham, MA 02451

Eric J. Krathwohl, Esquire
Rich, May, P.C.
176 Federal Street, 6th Floor
Boston, MA 02110