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July 2, 2009

VIA ELECTRONIC FILING

James McNulty, Secretary
Pa. Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

**Re: Choice One Communications of Pennsylvania, Inc.
and CTC Communications Corp. v.
Verizon Pennsylvania Inc. and Verizon North Inc.
Docket No. C-2008-2029477 and C-2008-2029479**

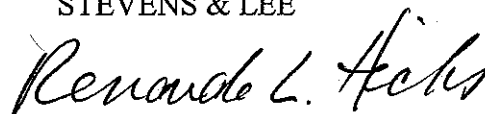
Dear Secretary McNulty:

Enclosed please find Choice One's and CTC Communications' Joint Reply to the Exceptions of Verizon Pennsylvania, Inc. and Verizon North, Inc. in the above captioned matter. This Joint Reply to Exceptions was filed electronically and a copy has been served on all parties of record in accordance with the enclosed certificate of service.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

STEVENS & LEE



Renardo L. Hicks

Enclosures

cc: Certificate of Service

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Choice One Communications of Pennsylvania Inc. and CTC Communications Corp.)))	C-2008-2029477
v.)	C-2008-2029479
Verizon Pennsylvania Inc. and Verizon North Inc.)))	

**CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA INC., AND
CTC COMMUNICATIONS CORP.
JOINT REPLY TO EXCEPTIONS
OF VERIZON PENNSYLVANIA, INC. AND VERIZON NORTH, INC.**

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July 2, 2009

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**COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

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**CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA INC., AND
CTC COMMUNICATIONS CORP.
JOINT REPLY TO EXCEPTIONS
OF VERIZON PENNSYLVANIA, INC. AND VERIZON NORTH, INC.**

Complainants, Choice One Communications of Pennsylvania Inc. (“Choice One”) and CTC Communications Corp. (“CTC”) (collectively, “One Communications”), pursuant to 52 Pa. Code § 5.535, submit this Joint Reply to the Exceptions of Verizon Pennsylvania, Inc. (“Verizon Pennsylvania”) and Verizon North Inc. (“Verizon North”) (collectively, “Verizon”) to the Initial Decision (“ID”) of Administrative Law Judge Wayne L. Weisman del issued on June 2, 2009.

I. INTRODUCTION AND SUMMARY

In its eagerness to convince the Commission that One Communications is getting something without paying for it, Verizon ignores the plain meaning of FCC orders, its own tariffs, industry guidelines, and interconnection agreements, as well as the overwhelming weight of the testimony and other evidence. The simple fact, as the ID correctly concludes, is that Verizon is not providing One Communications any service for which Verizon is not being paid. One Communications is not using the tandem trunk ports at the heart of this dispute; rather, the ports are used by Verizon’s switched access customers (interexchange carriers or “IXCs”), who are paying

Verizon for that service through the tandem switching charge. Verizon is trying to charge twice for the same service.

This case arose because Verizon started billing “dedicated tandem trunk port” charges to One Communications for trunks that connect One Communications’ end offices to Verizon’s access tandems for joint provision of switched access services. In these arrangements, One Communications is on the end-office side of the access tandem; that is, One Communications’ switch sits between the Verizon access tandem and the end user who is placing or receiving an intrastate long distance call. This is known as “jointly provided switched access,” and billing for this arrangement is known as “meet point billing.”¹ The trunks between the two parties carry traffic for all of the IXCs that wish to originate or terminate traffic from or to One Communications’ customers. Verizon’s tandem switches this interexchange traffic onto dedicated facilities that connect the tandem to the Verizon wire center serving each IXC’s respective point of presence (the “serving wire center”), and then to entrance facilities connecting to that point of presence.

As set forth in the Initial Decision, the FCC’s rules specify how a LEC may recover the costs of the elements that comprise tandem switched service, including “switch ports,” which are the facilities on the switch to which IXC dedicated trunks and ATC Trunks are connected to carry traffic to, or away from, the switch. The FCC has authorized LECs to recover the cost of the switch port connecting the dedicated trunk between the LEC tandem and the IXCs via a flat monthly charge to the specific IXC to which that port is dedicated. LECs recover the other costs of the tandem access switch, including the cost of the port on the end office-side of the tandem

¹ See *Access Billing Requirements for Joint Service Provision*, CC Docket No. 87-579, Order, 65 Rad. Reg. 2d (P & F) 650 (1988).

switch, through per-minute of use (“MOU”) tandem switching charges paid by all IXCs that send or receive access traffic through that tandem access switch. The FCC rules and the Verizon tariffs implementing them only permit dedicated tandem trunk port charges to be applied to the dedicated trunks on the serving wire center side of the tandem, not to the shared trunks on the end office side.²

Verizon misreads the interconnection agreements under which the tandem trunks were established, and in fact has violated the terms of its agreements by billing One Communications inapplicable charges. Although the agreements make it One Communications’ responsibility to *establish* these trunks (referred to in the agreements as “Access Toll Connecting Trunks”), they do not refer to tandem trunk *ports*, much less obligate One Communications to pay for them. Rather, they establish that the meet-point between the two companies will be on the end office side of the Verizon tandem, making the tandem itself (including its trunk ports) Verizon’s responsibility to provide to IXCs and authorizing Verizon to bill the IXCs, not One Communications, for charges associated with the tandem switch and tandem trunk ports.

The Commission should adopt the findings of the Initial Decision and conclude that applicable law does not authorize or permit Verizon to impose dedicated tandem trunk port charges on CLECs in connection with the joint provision of switched access services.

² These tariffs follow the rate structure prescribed by the FCC, *Access Charge Reform*, CC Docket No. 96-262, First Report and Order, 12 FCC Rcd 15982 (1997) (“*Access Reform Order*”), pursuant to a Commission Order in C-20027195 that directed Verizon to bring its intrastate access rate structure in line with the interstate rate structure (ID at 11, Finding of Fact (“FOF”) 31).

II. THE INTERCONNECTION AGREEMENTS BETWEEN ONE COMMUNICATIONS AND VERIZON DO NOT CREATE ANY PAYMENT OBLIGATIONS RELEVANT TO THIS CASE

In Exception 1, Verizon claims that One Communications is obligated under the interconnection agreements (“ICAs”) between One Communications and Verizon to pay for end-of-office-side trunk ports.³ As One Communications explained in its Reply Brief, nothing in the interconnection agreements between One Communications and Verizon can even plausibly be construed as imposing such an obligation.⁴ Contrary to Verizon’s hyperbolic claims, the ID does not interpret the ICAs to “permit One Communications to use the trunk ports for free,” because One Communications does not in fact use the trunk ports; and the customers who do use them, the IXCs, are paying Verizon for that use through tandem switching charges. The trunk port is part of the tandem switch, which Verizon has admitted it uses to provide tandem switching service to IXCs as part of the switched transport service falling on Verizon’s side of the point of interconnection.⁵

A. The ICAs Do Not Require One Communications to Pay Switched Access Charges Generally, or Dedicated Trunk Port Charges Specifically

As Verizon states, the ICAs permit One Communications to subtend Verizon’s tandem, and provide that One Communications “shall establish” Access Toll Connecting (“ATC”) Trunks to “enable” IXCs “to originate and terminate traffic to and from” One Communications customers.⁶ Under this arrangement, One Communications may provision its ATC Trunks connecting its network to the tandem over its own facilities or may obtain dedicated transport for

³ Exceptions at 4-13.

⁴ One Comm. Reply Br. at 2-11.

⁵ Verizon Br. at 13.

⁶ Exceptions at 4.

that purpose from Verizon.⁷ For each of its ATC Trunk groups in Pennsylvania, One Communications has self-provisioned the facility up to One Communications' collocation arrangement at the access tandem building and then leased the remainder of the trunk facility from the collocation to the access tandem from Verizon.⁸

However, not only do the ICAs make no explicit reference whatsoever to tandem trunk ports, but they do not even contain rates, terms, or conditions for ATC trunks nor any reference to access tariffs in connection with them. Verizon tries to remedy this omission by citing two CTC ICAs that state ATC Trunks must be established "pursuant to applicable access Tariffs,"⁹ the Choice One-Verizon Pennsylvania ICA that states "[Verizon's] rates and service for use by [Choice One] in the carriage of Toll Traffic shall be subject to [Verizon's] tariffs for Exchange Access Service,"¹⁰ and the Choice One-Verizon North ICA that states Verizon North "will charge special access and/or switched access rates from the applicable [Verizon] tariff" for "CLEC Dedicated Transport."¹¹

First, the two Choice One ICAs do not support Verizon's position on their faces. At most, these contracts only require Choice One to *provision* the facilities used for ATC Trunks, which it has done by establishing its own transport routes terminating at collocation nodes in each Verizon access tandem office.¹² One Communications is under no obligation to pay Verizon for fa-

⁷ ID at 9.

⁸ ID at 9.

⁹ Exceptions at 6 citing VZ St. 1.0, Exhibits 2-B and 2-D, Section 9.2.2.

¹⁰ Exceptions at 6 citing VZ St. 1.0, Exhibit 2-A, Appendix 2.

¹¹ Exceptions at 6 citing VZ St. 1.0, Exhibit 2-C, § 4.2.3.

¹² Vz. Ex. 1.0 at 6-7; Verizon Br. at 8.

ilities it provisions itself. The cited sentence in the Choice One-Verizon Pennsylvania ICA is irrelevant to this case because Choice One does not use ATC Trunks “in the carriage of Toll Traffic” – as Verizon itself admits, Choice One uses these facilities in the carriage of switched access service.¹³ The ICA states that ATC Trunks are used “for the transmission and routing of Exchange Access Traffic,” in contrast to “Traffic Exchange Trunks” that are used for the transmission and routing of “Toll Traffic” among other things.¹⁴ The reference to the Choice One-Verizon North ICA is also inapposite because this provision does not refer to ATC Trunks, does not apply to collocation (charges for which are stated in § 4.2.2 of the ICA), and refers to “special access and/or switched access rates,” which means that Choice One would have the option of purchasing special access (which does not include a dedicated trunk port charge element).

Second, even as to CTC, Verizon’s argument fails, because the language of the CTC ICAs does not specifically obligate CTC to pay access charges to Verizon for interconnection facilities. Rather, it requires CTC to provide access *service* to IXC’s over these facilities in accordance with CTC’s access tariffs.¹⁵ Further, the interconnection agreements do not make any specific reference to dedicated trunk port charges. The only things they require CTC to “establish” are “Access Toll Connecting Trunks,” and no rate element by that name appears in any Verizon tariff.

Third, even if any of the interconnection agreements could be interpreted as requiring One Communications to purchase ATC Trunks out of Verizon’s access tariff, that would only mean that charges that are *applicable under the terms of the tariffs themselves* could be billed to

¹³ One Comm. Reply Br. at 3.

¹⁴ Section 4.1.1 of Verizon Ex. 1.0, Exhibit A, pages 12-13,

¹⁵ See One Comm. Br. at 14-15.

One Communications. As addressed in the next Section, the dedicated tandem trunk port charges are not applicable to ports terminating ATC Trunks, even assuming the tariff governs.

B. Verizon's Access Tariffs Do Not Apply to End Office-Side Trunk Ports by Their Own Terms

According to Verizon, its “access tariffs are quite clear that where a dedicated trunk, such as an ATC trunk, is terminated to Verizon’s access tandem, the party that terminates the trunk must pay a dedicated tandem trunk port charge.”¹⁶ Verizon’s Pennsylvania intrastate access tariff establishes a monthly “dedicated tandem trunk port rate” that is “assessed per activated trunk for every dedicated trunk terminating on the serving wire center side of the access tandem.”¹⁷ But the trunks at issue here are shared, not dedicated; and they terminate on the end office side, not the serving wire center side, of the Verizon access tandem. Therefore, the provisions on which Verizon relies simply do not apply.

1. End Office-Side Trunk Ports Are Shared, Not Dedicated

The FCC’s *Access Reform Order*, read in its entirety, leaves no doubt that the “dedicated” trunk ports to which the trunk port charge applies are those connecting an *access customer’s* interexchange network to a local exchange carrier’s tandem switch. Paragraph 158 of the *Access Reform Order* establishes the FCC’s terminology by distinguishing between “trunks that are shared among many IXCs and the LEC itself to carry traffic between the end office and a tandem switch” and “dedicated trunk[s] that run[] between the tandem switch and the serving wire center.”¹⁸ The FCC added, also in paragraph 158, “An IXC may use tandem-switched transport ei-

¹⁶ Exceptions at 6.

¹⁷ Exceptions at 6.

¹⁸ One Communications’ Reply Brief provided an extensive analysis of the relevant portions of the *Access Reform Order*. One Comm. Reply Br. 5-10. In the interest of brevity, those previously filed analyses are incorporated herein by reference.

ther as its primary form of transport in lieu of direct-trunked transport, or to carry traffic that overflows from its direct-trunked transport facilities at peak periods.” This recognizes that it is the choice of the access customer, not of any local carrier, to decide whether to route its traffic through an access tandem switch, or alternatively over direct end-office trunks.¹⁹ Thus, costs associated with the tandem switch and the connections between the tandem and end offices are common to those IXCs that have chosen to route their traffic through the tandem.

Further, paragraphs 164 and 167 both refer to “the dedicated ports on the serving wire center side of the tandem,” and paragraph 174 refers to “dedicated trunk ports used to terminate dedicated trunks on the serving wire center side of the tandem switch.” The FCC based its rate structure decisions on the function of the facilities in providing switched access service, in which the facts that the ports are “dedicated” and are “on the serving wire center side” were inherently related to each other and to their role in the end-to-end service, not taken in isolation as Verizon would wish.

2. The Ports at Issue are Not on the “Serving Wire Center” Side of the Tandem

As demonstrated at length in One Communications’ Reply Brief, the FCC did not refer to “dedicated” trunks or to “the serving wire center side” in isolation; it did so *in the context* of its discussion of all the functionalities combined that make up the transport element of switched access service. As discussed above, it started by distinguishing clearly between “trunks that are shared among many IXCs and the LEC itself to carry traffic between the end office and a tandem switch” and “dedicated trunk[s] that run[] between the tandem switch and the serving wire cen-

¹⁹ One Comm. St. GJB-2 at 14-16.

ter.”²⁰ When the FCC subsequently referred to “dedicated trunks” and “the serving wire center side” of the tandem in its discussion, it was clearly relating back to this initial dichotomy. A trunk, in other words, is on “the serving wire center side” for purposes of this discussion only if it is functionally in the IXC-to-tandem portion of the overall transport path, as opposed to the tandem-to-end office portion.

Verizon, by taking snippets out of context and creatively parsing definitions, tries to turn the FCC’s reasoning on its head and establish that shared trunks can be dedicated and that the tandem can have more than one “serving wire center side.”²¹ We have already addressed these issues in our Opening and Reply Briefs and will not repeat those points here.²² However, we must reiterate a point made in our Reply Brief that when Verizon (then Bell Atlantic) filed its compliance tariff with the FCC in 1997, it understood quite well what “the serving wire center side” was. To compute the demand base for its new port charge, it determined “the quantity of Switched Access transmission path pairs (TPPs), which equates to the total number of DS0 equivalent trunks ordered by and provided from *an IXC’s POP* to Bell Atlantic Access Tandems.”²³ Thus, Verizon knew in 1997 that only trunks to IXC POPs were on “the serving wire center side” of its tandem; its contention otherwise now is contrary to its own (and the entire industry’s) contemporaneous understanding of the FCC order.

²⁰ *Access Reform Order*, ¶ 158.

²¹ Exceptions at 18; *see also* Verizon Br. at 23-25.

²² One Comm. Opening Br. at 18-23; One Comm. Reply Br. at 14-15.

²³ One Comm. Cross Ex. 7 at 45, emphasis supplied.

C. One Communications is Not Ordering Service from Verizon

Because nothing in the interconnection agreements between One Communications and Verizon can even plausibly be construed as imposing an obligation to compensate Verizon for the ATC Trunk ports, Verizon claims that its “Commission-approved access tariffs by their plain terms impose a charge for the exact same facilities that One Communications ordered from Verizon to connect to Verizon’s tandem for the transmission of long distance traffic.”²⁴ The fundamental flaw in Verizon’s reasoning is that CLECs, including One Communications, place no such orders when establishing ATC Trunks. Verizon did not present any evidence of such orders in the record, and cites none in its Exceptions. While some CLECs may purchase transport from Verizon, they do so as a means of obtaining the interconnection facilities that the parties use to exchange all types of traffic, not to establish the ATC Trunks that the CLEC and Verizon jointly provision over those facilities. One Communications, however, provisions its own transport from its switch to a collocation node in the Verizon wire center and thus does not order transport from Verizon.

Regardless, however, of how One Communications fulfills its obligation to establish interconnection facilities on their side of the point of interconnection, One Communications has not expressly or impliedly ordered dedicated tandem trunk ports from Verizon, so Verizon has no basis for charging One Communications for such ports. Verizon’s quasi-contract theory²⁵ is therefore a complete red herring: there can be no implied obligation to pay a “just and reasonable fee” for a service that has not been ordered, has not been provided, and has not been used.

²⁴ Exceptions at 10.

²⁵ Exceptions at 9-10.

D. Verizon Is Already “Paid” for the Shared Trunk Port by IXCs

Verizon’s persistent claim that One Communications is somehow getting something for “free” rings hollow in face of the fact that Verizon already is recovering the costs of its shared tandem trunk ports (that is, the ports connecting trunks to end offices) through its usage-sensitive tandem switching charge. As the ID correctly found, and Verizon has not disputed, *every* long-distance call routed through a Verizon access tandem uses one of these shared trunk ports, whether it is connected to a Verizon end office, a non-Verizon incumbent LEC end office, or a CLEC (such as One Communications) end office.²⁶ The history of the FCC’s several reforms of access charges reveals that the costs of these shared trunk ports have always been recovered through usage-sensitive charges, and that the 1997 *Access Reform Order* did not alter this cost recovery.²⁷ Verizon bills a uniform usage-sensitive tandem switching charge on all calls that pass through its tandem, regardless of which LEC operates the end office.²⁸ This tandem switching charge recovers, among other things, the costs of the shared trunk ports, so Verizon’s claim that it is being forced to provide these ports for “free” is baseless.

E. There Was No Error in Citing the Massachusetts Order

Verizon argues that it was error for the ID to rely on the precedent established in Massachusetts in a case involving virtually identical facts.²⁹ Verizon fails to explain how it was prejudiced by the ALJ’s refusal to consider supplemental arguments by either party regarding this decision, which was issued after the reply briefs in this case had already been filed. The ID

²⁶ ID at 12, FOF 34.

²⁷ *See* One Comm. Reply Br. at 5-9.

²⁸ ID at 12, FOF 40.

²⁹ Exceptions at 11-13.

merely considered the Massachusetts order as a persuasive authority, not a binding precedent, and the ALJ could (and undoubtedly would) have reached precisely the same result even if the Massachusetts order had not been available for consideration at all.

Even assuming for the sake of argument that the ALJ should have considered Verizon's supplemental briefing letter, the outcome would have been no different, because Verizon's objections to reliance on the Massachusetts decision were without merit. Verizon's attack is based on the Massachusetts regulator's approach towards tariff references in interconnection agreements, suggesting that because Pennsylvania does not require as much specificity in such references, the Massachusetts holding that the interconnection agreements in that case did not obligate CLECs to pay tariffed access charges is inapplicable.³⁰ As an initial matter, Verizon's citation to the *Global NAPs* case is inapposite.³¹ The issue there was *whether* the interconnection agreement should incorporate Verizon tariffs by reference, not what form of words would suffice to do so. Nothing in that decision stands for the proposition argued by Verizon that a vague general reference to tariffs is sufficient to find that a party has assumed a voluntary obligation to pay a charge that clearly would not have applied if the party had pursued arbitration.

Even if the Pennsylvania approach were as flexible as Verizon suggests, however, it still would have to confront the actual contract language here. Not even the most generous reading of *Global NAPs* would allow access tariffs to be incorporated by silence; there must be some express statement indicating the parties' intent to adopt tariff terms. But, as we have shown in previous sections, the interconnection agreements here contain nothing that can reasonably be

³⁰ Exceptions at 11-12.

³¹ *Petition of Global NAPs, South Inc.*, Docket No. A-310771F7000 (Opinion and Order entered April 21, 2003).

construed as adopting tariff provisions relating to dedicated tandem trunk ports. Any hypothetical divergence between standards of interpretation in Massachusetts and Pennsylvania is a merely theoretical concern when there is nothing to interpret.

III. VERIZON'S SECTION 251(c)(2) ARGUMENTS ARE IRRELEVANT

In Exception 2, Verizon attacks the Initial Decision's conclusion that because the provision of dedicated facilities to CLECs for use as ATC Trunks is an interconnection service, not an access service, ILECs cannot unilaterally apply access charges to interconnection arrangements without violating Section 251(c)(2) of the Act.³² Contrary to Verizon's assertions, Verizon is not providing Section 251(c)(2) services for free.³³

As already explained, One Communications provides its own facilities up to a collocation node in the Verizon access tandem, so of course Verizon cannot expect to charge One Communications for transport facilities it does not provide. Verizon, however, does impose collocation charges under the ICAs and incorporated tariffs for space and power used by One Communications, as well as for the in-building wiring connecting the collocation node to the tandem switch port. Verizon does not provide any of these interconnection services for free, and none of these charges are in dispute in the present case.

What Verizon is actually claiming is that it is providing the *trunk port* specifically, not interconnection generally, to One Communications for free. The fatal flaw in this claim is that the

³² Exceptions at 15.

³³ Verizon's argument is also procedurally invalid. One Communications brought this case to challenge charges that Verizon purported to bill under its switched access tariffs. If the charges are not permitted by the tariff, then Verizon must refund them. Whether Verizon might theoretically be able to bill some *other* charge under some *other* legal theory is irrelevant to whether the charges it actually *did* bill are lawful.

trunk ports at the center of this dispute are part of the tandem switch, and that the use of these trunk ports is part of the tandem switching charge that Verizon bills to its IXC customers.

The tandem switch is on Verizon's side of the interconnection point, as Verizon itself admits.³⁴ Accordingly, Verizon is required to bill the IXCs, not the CLEC, for use of the tandem switch, including the use of *both* switch ports involved in routing a call through the switch. And, as we have already shown, Verizon actually does bill IXCs for the end-office-side port costs, through the usage-sensitive tandem switching charge. Thus, Verizon is not providing anything for free; what it wants is to be paid twice for a single element of cost.

IV. THE FCC'S ACCESS RATE STRUCTURE PRECLUDES VERIZON FROM CHARGING FOR A DEDICATED PORT

In Exception 3, Verizon disputes the Initial Decision's correct analysis of the FCC's *Access Reform Order*. Specifically, Verizon disagrees with the Initial Decision's conclusion that under the terms of the tariffs, One Communications is not required to pay for the ports because it is a CLEC and not an IXC.³⁵ Verizon has mischaracterized the ID: it does not say that the trunk port charges are invalid merely because One Communications "is a CLEC and not an IXC"; rather, it explains in detail why the dedicated trunk port charge does not apply to trunks on the end office side of a tandem switch.³⁶ Moreover, the facts simply do not support Verizon's revisionist history. While Verizon again contents itself with quoting FCC statements out of context, it conveniently ignores that the FCC spoke with crystalline clarity on this issue in the *Access Reform Order*.

³⁴ "... Verizon is responsible for that portion of the jointly-provided access service from the IXC's network to Verizon's access tandem, and Verizon bills the IXCs for *tandem switching* and any transport from the IXC's network to the tandem." Verizon Br. 13, emphasis supplied.

³⁵ Exceptions at 17.

³⁶ ID at 20-23.

The absurdity of Verizon's position is apparent on the face of its Exceptions. In order to accept Verizon's position, the Commission would have to agree that a CLEC is a "purchaser" of switched access service that the CLEC itself is providing to IXCs,³⁷ that a tandem can have more than one "serving wire center side,"³⁸ that a CLEC's end office switch is not an "end office,"³⁹ and that shared transport trunks are "dedicated."⁴⁰ In short, Verizon's argument is based on the assumption that the FCC did not mean what it said in the *Access Reform Order*, and did not say what it meant. The actual discussion of these issues in the FCC's Order, as opposed to Verizon's cartoonish version of them, makes clear that the FCC considered the "dedicated" trunks to be those between the tandem and the purchaser of the switched access service, that it used this term specifically in contrast to the "shared" trunks between a tandem and an end office, and that it considered the "serving wire center" to be the one (and only one) office serving the access customer.⁴¹

³⁷ Exceptions at 18.

³⁸ Exceptions at 19.

³⁹ Exceptions at 19.

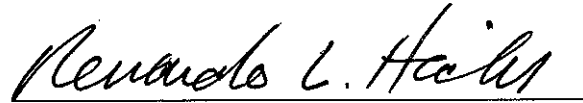
⁴⁰ Exceptions at 20.

⁴¹ See One Comm. Reply Br. at 11-15.

V. CONCLUSION

For the foregoing reasons, the Commission should deny each of Verizon's Exceptions and should adopt the Initial Decision as the Order of the Commission.

Respectfully submitted,



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Counsel for One Communications

Dated: July 2, 2009

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Choice One Communications of Pennsylvania Inc. and CTC Communications Corp.	:	
	:	
	:	
v.	:	Docket Nos. C-2008-2029477
	:	C-2008-2029479
Verizon Pennsylvania Inc. and Verizon North Inc.	:	

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the Reply Exceptions on behalf of Choice One Communications of Pennsylvania, Inc. and CTC Communications Corp, upon the following persons in the manner indicated:

VIA E-MAIL AND FIRST CLASS MAIL

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Renardo L. Hicks
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Dated: July 2, 2009