base. Nothing in Verizon's Petition warrants reconsideration of the Bureau's resolution of this issue.

The Act requires local exchange carriers to "establish reciprocal compensation arrangements for the transport and termination of telecommunications." 47 U.S.C. § 251(b)(5). In the *Local Competition Order*, the Commission determined that incumbent carriers' reciprocal compensation rates should be adopted as the "presumptive proxy" for the competing carrier's rates, unless the competing carrier establishes that its transport and termination costs are higher than those of the incumbent carrier. *Local Competition Order* ¶ 1098; 47 C.F.R. §51.711(b). Specifically, "[w]here the interconnecting carrier's switch serves a geographic area comparable to that served by the incumbent LEC's tandem switch, the appropriate proxy for the interconnecting carrier's additional costs is the LEC tandem interconnection rate." *Local Competition Order* ¶ 1090; *see also* 47 C.F.R. § 51.711(a)(3) (establishing the same rule).

As the Commission has since reiterated, the geographic comparability requirement is a rule without exception or qualification. *See Developing a Unified Intercarrier Compensation Regime*, 16 F.C.C. R. 9610 ¶ 105 (2001) ("*Intercarrier Compensation NPRM*") (confirming that the *Local Competition Order* required "*only* a geographic area test" and that a carrier that shows its switch serves a comparable geographic area is entitled to the tandem interconnection rate); *see also Arbitration Order* ¶ 309 (citing *Intercarrier Compensation NPRM*). Verizon nonetheless attempts to limit the geographic comparability rule by asserting that a competing carrier must demonstrate that it actually serves a geographically dispersed customer base within its serving area.

See Verizon Br. at IC-23 to IC-25; Pet. For Recon. at 23-25. Rule 51.711 contains no such requirement, and Verizon's efforts to graft one onto the existing rule must fail.

At the outset, Verizon's proposed geographically-dispersed customer base requirement provides no relevant information, although it may provide insight into the new entrant's marketing and sales success. Conditioning a CLEC's entitlement to the tandem rate upon the success of its marketing efforts to capture ILEC customers, however, has no basis in the Commission's rule and would simply penalize new entrants. *See Arbitration Order* ¶ 309. Indeed, given the substantial investment that a competing carrier must make in its network to be able to serve customers, making a geographically dispersed customer base a prerequisite for obtaining tandem interconnection rates would seriously burden new entrants. *See* Rebuttal Test. of D. Grieco and G. Ball at 51 (WorldCom Exh. 15). Moreover, the geographic area served by a competing carrier's switch is a function of the network utilized by that carrier, not the location of its actual customers; as WorldCom previously explained, "[i]f a CLEC has established network facilities and opened NPA/NXXs that allow end users within rate centers to originate and terminate local exchange service, such rate centers are within the physical or geographic reach of the CLEC's network regardless of the number or location of customers the CLEC has been able to attract." WorldCom Br. at 95; *see also* Rebuttal Test. of D. Grieco and G. Ball at 49 (WorldCom Exh. 15).

Second, Verizon's proposal is utterly impractical. Verizon has not proposed, either during the proceeding, or in its Petition for Reconsideration, a specific test for establishing 'a geographically dispersed customer base.' For example, Verizon has not explained *how* dispersed the customer base must be to satisfy its proposed standard, or how many customers must reside in a particular geographic area. Indeed Verizon's own witness was unable to explain how the Commission would define and administer the proposed customer base standard. *See* WorldCom Reply Br. at 80-81 (quoting testimony).

Finally, Verizon's assertion that the standard the Commission adopted creates a meaningless distinction between end office and tandem rates because "[a]ny switch is *capable* of serving a very large area [and] it is the loop/transport facility to end users that determines geographic reach, not the switch itself," Pet. For Recon. at 25, ignores the distinctions between the WorldCom and Verizon network architecture. *See* Direct Test. of D. Grieco and G. Ball at 75 (WorldCom Exh. 3) (explaining that WorldCom's local network has a substantially different architecture than the Verizon network). ILEC networks, developed over many decades, employ an architecture characterized by a large number of switches within a hierarchical system, with relatively short copper based subscriber loops. *See id.* By contrast, WorldCom's local network employs optical fiber rings utilizing SONET transmission. *See id.* In general, using this transmission based architecture, WorldCom accesses a much larger geographic area from a single switch than does the ILEC switch in the traditional copper based architecture, and can serve such large geographic areas via its extensive transport network. *See id.* Thus, although Verizon's network architecture may prevent its end office switches from serving a very large area, each of WorldCom's Washington-area switches serves an area that is at the very least comparable to if not greater than the service area of any of the 12 tandem switches used by Verizon in serving the same Virginia rate centers. *See id.* The tandem rate rule reflects this network architecture—switches working in conjunction with a transport network, and Verizon's suggestion that a capability rule is meaningless denies CLECs credit for the capabilities of their loop/transport facilities.

In sum, the Arbitrator should reject Verizon's attempt to impose new limitations on new entrants' ability to obtain tandem rates, and should affirm its decision to administer the geographic comparability test by reference to the new entrants' ability to serve a broad geographic area with their switches.

V. VERIZON'S BELATED REQUEST FOR A "DARK FIBER RESERVATION RATE" SHOULD BE DENIED (ISSUE III-12).

The Arbitrator adopted WorldCom's proposed Attachment III section 5.2.4, *see Arbitration Order* ¶ 461; WorldCom-Verizon Interconnection Agreement, Network Element Attachment § 7.4, which requires Verizon to hold requested dark fiber for WorldCom's use for ten business days from WorldCom's receipt of confirmation of the availability of the fiber. Verizon challenges this provision in its reconsideration petition, asserting that "neither the contract language adopted by the Bureau, nor the Order, addresses Verizon's right to charge CLEC's for their reservation of fiber," Pet. For Recon. at 30, and requesting "clarification" of its purported right to impose a non-recurring charge upon competitive carriers for dark fiber reservation. As explained below, Verizon's request should be denied.

First, Verizon's failure to propose during the proceedings and pleadings that it be allowed to charge new entrants for the reservation of dark fiber bars its attempt to obtain "clarification" from the Arbitrator that it may impose such fees. Both AT&T and WorldCom proposed dark fiber reservation language in the early stages of this case, and Verizon therefore had numerous opportunities to address the reservation fee issue it now raises. Instead of responding to the WorldCom and Verizon proposals by requesting the right to impose a fee for those reservations, however, Verizon simply objected to the imposition of a reservation requirement. *See* Verizon Br. at UNE-58; Tr. at 402-03. Verizon may not cure that omission by raising new arguments after the Arbitrator has issued a decision, and styling it as a request for "clarification." *See* pp. 3-7, *supra*.

Verizon's request to supplement the record in the cost phase of the proceedings to include newly-submitted evidence regarding the cost of reserving dark fiber for requesting carriers, and other purportedly new costs associated with meeting the requirements the Arbitrator established in the Arbitration Decision, *see* Pet. for Recon. at 32 n.68, should be denied for similar reasons. *See* pp. 3-7, *supra*. Verizon could have presented evidence regarding any of these items during the cost phase of this case and/or addressed them in its briefs. Indeed AT&T and WorldCom presented cost information on "Intellimux" (a separately stated DCS system) and multiplexing, two of the items for which Verizon now seeks the right to supplement the record. *See* Rebuttal Test. of Baranowski, Murray, Pitts, Riolo, and Turner, at 130-132. AT&T/WCOM Exh. 12P (AT&T/WorldCom Recurring Cost Panel Reb.). Verizon could also have presented cost information on these items in its Surrebuttal Testimony, Recurring Cost Panel (Verizon Exh. 122). The record should not be reopened on Reconsideration to allow Verizon to belatedly submit such evidence. *See* pp. 3-7, *supra*.

VI. THERE IS NO BASIS FOR RECONSIDERATION OF THE ARBITRATOR'S DECISION ON SPECTRUM MANAGEMENT (ISSUE IV-14).

The Arbitrator adopted sections 4.2.11 and 4.2.11.1 of WorldCom's proposed Attachment III, *see* WorldCom-Verizon Interconnection Agreement, Network Elements

Attachment §3.21.1, which establish requirements for spectrum management.[14] Verizon failed to address the merits of these provisions, or any of the definitions WorldCom proposed under Issue IV-14, in its briefs. It now claims, however, that the spectrum management provisions conflict with the requirements of this Commission's *Line Sharing Order*, and should be removed from the parties' interconnection agreement. *See* Pet. for Recon. at 32-34. Specifically, Verizon asserts that it should not be required to develop spectrum management procedures, to the extent such procedures are not already in place, because industry-wide standards will be adopted in the future. *See id.* For the reasons set forth below, Verizon's position is both procedurally and substantively defective.

At the outset, Verizon has waived any objections to the disputed provisions by failing to address them in its pleadings and testimony. As WorldCom noted in its reply brief, Verizon chose to focus only on the broad principle of referencing "applicable law," instead of discussing the substance of the definitions WorldCom proposed in connection with Issue IV-14. *See* WorldCom Reply Br. at 127; *see also* Verizon Br. at UNE-70 to UNE-73; Verizon Reply Br. at UNE-40 to UNE-41. Verizon had ample opportunity to present its objections to the WorldCom language at that stage of the proceedings, and its attempt to raise challenges to the spectrum management provisions in a post-decision filing must be rejected as untimely. *See* pp. 3-7, *supra.*

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[14] This Commission has defined spectrum management as "loop plant administration, such as binder group management and other deployment practices that are designed to result in spectrum compatibility, preventing harmful interference between services and technologies that use pairs in the same cable." *In re Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 14 F.C.C.R. 20912 ¶ 178 (1999) (*"Line Sharing Order").*

Even if Verizon had presented its arguments before the Arbitrator issued its decision, they would provide no basis for rejecting WorldCom's spectrum management provisions. As the Commission has recognized, incumbent carriers' efforts to unilaterally determine whether particular advanced services may be deployed on the network side of the demarcation point, and the pro-incumbent bias and delay inherent in the industry standards-setting bodies' past efforts to adopt spectrum management standards "have undermined the deployment of the technology to provide competitive deployment of xDSL services, contrary to Congress's goals in section 706 of the 1996 Act that the Commission 'encourage the deployment on a reasonable and timely basis of advanced telecommunications capability to all Americans.'" *Line Sharing Order* ¶ 179. Accordingly, the Commission was obligated to intervene, and set "minimal ground rules" concerning spectrum management. *Id.*

WorldCom's proposed spectrum management provisions memorialize the parties' obligation to develop spectrum management procedures that comply with appropriate standards. *See* WorldCom Br. at 127. The adopted language establishes a time frame for Verizon to comply with its regulatory obligation to provide its pre-existing spectrum management procedures to WorldCom, *see* 47 C.F.R. § 51.231(a)(1). In addition, the language requires Verizon and WorldCom to work together to develop such procedures, to the extent they do not yet exist, within thirty days of WorldCom's written request, and requires the parties to seek expedited resolution by the Commission if they cannot complete the development of these procedures within six months. By establishing a timeline for the development of spectrum management procedures, and providing a mechanism for Commission intervention in the event the parties cannot reach agreement, this provision furthers the Commission's goal of promoting "reasonable and timely" advanced services deployment. *See Line Sharing Order* ¶ 179.

Allowing Verizon to refuse to develop spectrum management procedures until comprehensive industry-wide standards are in place would create the delay that the Commission criticized in the *Line Sharing Order*. Industry standards-setting bodies have historically been slow to develop spectrum management procedures, *see Line Sharing Order* ¶ 179, and it may take a considerable amount of time for them to develop industry-wide spectrum management guidelines; indeed, nearly three years have passed since the issuance of the *Line Sharing Order*, and the process is not yet complete. Accordingly, accepting Verizon's proposal would indefinitely postpone WorldCom's ability to offer advanced services. The Commission's adoption of WorldCom's proposed language was therefore reasonable.

Verizon's assertion that the adoption of the WorldCom language would usurp the role of the Network Reliability and Interoperation Council ("NRIC"), *see* Pet. for Recon. at 33-34, is incorrect. To be sure, the Commission charged the Network Reliability and Interoperation Council with monitoring the industry-standard-setting bodies' development of industry-wide spectrum management rules, and with reporting and submitting recommendations to the Commission on those issues. *See Line Sharing Order* ¶¶ 184-185. However, the NRIC's role is "advisory," *id.* ¶ 184, and nothing in the *Line Sharing Order* suggests that such procedures may not be established through the arbitration of interconnection agreements before more global standards are adopted. The adopted language does not force the carriers to duplicate the current and future efforts of the NRIC and the industry bodies whose work it monitors because the procedures will only govern the Verizon and WorldCom relationship; WorldCom and Verizon need not take into account the nature of other incumbent carriers' and competing carriers' networks and advanced services deployment, and other factors that the industry bodies must consider when adopting nationwide spectrum management policies.

Verizon's suggestion that the adopted language will undermine the development of national spectrum management standards, *see* Verizon Pet. for Reconsideration and Clarification at 34, is equally meritless. The disputed provision expressly provides that the procedures developed by WorldCom and Verizon "should comply with national standards and Applicable law." WorldCom-Verizon Virginia Interconnection Agreement, Network Elements Attachment §3.21.1. Thus the spectrum management procedures will, by definition, comport with the standards that exist at the time the procedures are negotiated (or ordered by the Commission). If standards are developed after spectrum management procedures have been negotiated by WorldCom and Verizon, or ordered by the Commission, either party may seek to negotiate to amend the agreement to reflect those standards or, to the extent it has a valid basis for doing so, litigate the validity of the provision in an enforcement action. Further, if the industry bodies do not produce uniform procedures, and the Commission intervenes to adopt spectrum management procedures recommended by the NRIC, the agreement's change of law provisions would allow the parties to modify the agreement to conform with those new requirements. In sum, requiring Verizon to develop spectrum management procedures to the extent that it has not yet done so is reasonable given the current lack of industry-wide standards, presents no likelihood of conflict with national spectrum management standards, and furthers the Commission's goal of facilitating the timely deployment of advanced services. The Arbitrator should therefore deny Verizon's request for reconsideration of this issue.

VII. THE TEN CALENDAR DAY PERIOD FOR SUBMITTING INVOICES IS LAWFUL, BUT WORLDCOM IS WILLING TO ACCEPT VERIZON'S PROPOSED TEN BUSINESS DAY INTERVAL (ISSUE IV-74).

Although Verizon had not previously presented any arguments in opposition to WorldCom's proposal that invoices be delivered to the billed party within ten calendar days of the bill date,[15] *see Arbitration Decision* ¶ 671, it now seeks reconsideration of the Arbitrator's decision to adopt that aspect of the WorldCom billing proposal. Specifically, Verizon claims that it should only be required to submit invoices within ten business days of the bill date, and that granting WorldCom's request would be inconsistent with existing performance metrics and standards in Virginia and the conditions of the *Bell Atlantic/GTE Merger Order*.[16] *See* Pet. for Recon. at 34-36. As discussed briefly below, the ten calendar day billing period does not conflict with the *Merger Order* and performance standard conditions in the manner Verizon asserts. However, in the spirit of cooperation, WorldCom is willing to accept the ten business day interval that Verizon has now proposed.

In doing so, however, WorldCom in no way concedes the validity of any of Verizon's arguments. Indeed, Verizon's assertions are wrong. The *Merger Order* and

[15] WorldCom has consistently included this in its proposed contract language, *see* Direct Test. of Sherry Lichtenberg on Behalf of WorldCom, Inc. at 13-14 (Issue IV-74) (WorldCom Exh. 7); Rebuttal Test. of Sherry Lichtenberg on Behalf of WorldCom, Inc. at 5-6 (Issue IV-74) (WorldCom Exh. 34), and expressly addressed the provision in its brief. *See* Initial Br. of WorldCom, Inc. at 252 (explaining that ten calendar day interval ensures that billed carrier will receive the bill in a timely fashion). These submissions made WorldCom's position clear, and Verizon could have voiced its objections to this proposal in its pleadings. Verizon's suggestion that it had no previous opportunity to address the ten-calendar-day billing interval, *see* Pet. for Recon. at 34-35, is therefore incorrect.

[16] *Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License*, Memorandum Opinion and Order, 15 F.C.C.R 14032 (June 16, 2000) ("*Merger Order*").

the Virginia Performance Metrics Orders cited by Verizon, for example, do not prohibit the adoption of a ten calendar day cycle for submitting invoices. Although those Orders evaluate the timeliness with which Verizon sends invoices by reference to a ten business day time period, they expressly contemplate that Verizon may make alternate arrangements with a competing local exchange carrier ("LEC"). *See Merger Order*, Attachment A-2a (defining timeliness of bill as "[t]he percent of carrier bills sent to the carrier, unless the CLEC requests special treatment, within ten business days of the bill date."); *Establishment of Carrier Performance Standards for Verizon Virginia Inc.*, Case No. PUC010206, Compliance Filing at 104, B1-2 (Va. State Corp. Comm'n Jan. 22, 2002) (same). Requesting a shorter interval during the arbitration of an interconnection agreement is a reasonable means of requesting "special treatment," and is wholly consistent with these requirements. Indeed, bills submitted in accordance with the ten calendar day interval adopted in the *Arbitration Order* would by definition meet the requirements for measuring Verizon's adherence to the standards articulated in those orders because that interval is shorter than a ten business day billing period. Neither set of standards purports to define the limits of Verizon's obligations to provide interconnection and services to new entrants like WorldCom, and the fact that the orders permit any CLEC to request "special treatment" belies Verizon's suggestion that granting WorldCom a shorter billing interval would be unlawfully discriminatory. The Arbitrator therefore possessed the authority to require Verizon to provide invoices to WorldCom more quickly than those conditions require.

Although there is no legal barrier to the inclusion of WorldCom's proposed ten calendar day interval, WorldCom would be willing to accept the ten business day period

Verizon has proposed. WorldCom notes, however, that Verizon should have raised its concerns in the testimony and briefing, and that a petition for reconsideration is not an appropriate vehicle for raising new arguments in opposition to the WorldCom contract language. Nonetheless, in good faith and a spirit of reasonableness, WorldCom is willing to entertain this single alteration to the recently-filed agreement.

VIII. VERIZON'S CHALLENGE TO THE ASSURANCE OF PAYMENT PROVISION SHOULD BE DENIED (ISSUE IV-1 (N)).

The Arbitrator resolved the assurance of payment issue by adopting Verizon's proposed language, with a modification proposed by Verizon itself in a related context. Nonetheless, Verizon faults the Arbitrator's decision, and urges it to eliminate the single restriction imposed by the Arbitrator. Verizon's request should be rejected for two, independent reasons.

First, Verizon asserts that WorldCom's bankruptcy renders the modification imposed by the Arbitrator inappropriate. In fact, however, events occurring in the context of WorldCom's ongoing bankruptcy proceeding effectively negate the imposition of *any* assurance of payment requirement. As Verizon itself concedes, the question of the "amount and form of payment assurance that WorldCom must provide" is a matter to be decided by the Bankruptcy Court, not a matter to be resolved in the context of an arbitration under section 252 of the Act. *See* Pet. for Recon. at 38 (conceding that "the Bankruptcy Court will determine, among other things, the amount and form of payment assurance that WorldCom must provide, not this agreement"). The bankruptcy court has now resolved that issue in response to pleadings filed by, among others, WorldCom and Verizon. *See Order Pursuant to Sections 105(a) and 366(b) of the Bankruptcy Code Authorizing WorldCom to Provide Adequate Assurance to Utility Companies*, August 14, 2002, Case No. 02-13533 (Bankr. S.D.N.Y.). In that Order, the Bankruptcy Court imposed specific requirements on WorldCom, and declined to impose others, including requirements proposed by Verizon. That Order may not be collaterally attacked in this proceeding. Thus, WorldCom's pending bankruptcy provides absolutely no basis to alter the assurance of payment provision in the current agreement. Indeed, given that "the Bankruptcy Court [has determined] . . . the amount and form of payment assurance that WorldCom must provide," this provision should be deleted from the agreement in its entirety. For this reason alone, at a minimum, Verizon's request must be denied.

Even if the bankruptcy court's order had not effectively mooted Verizon's request, it would be meritless. As the Commission noted in the Order, Verizon had proposed to exempt WorldCom from this requirement entirely via a "side agreement." *See Arbitration Order* ¶ 728. WorldCom objected on the ground that such side agreements were contrary to the spirit and letter of the 1996 Act. The Arbitrator agreed, deeming it "more appropriate" to address the issue "through contract language." *Id.* In coming up with a particular contract-based solution, the Arbitrator merely adopted the $100 million net worth threshold that Verizon itself proposed in a related circumstance. *See id.* & n.2395 (*citing* Verizon GTC Brief at 31-32 (offering to permit WorldCom to self-insure if its net work surpasses $100 million)); *see also* Tr. at 2141-2143 (Antoniou, Verizon) (explaining Verizon's willingness to exempt CLECs whose net worth exceeds $100 million from insurance requirements). Such a solution was certainly a reasonable attempt to accommodate Verizon's particular concerns without imposing undue burdens on all competitive LECs. Thus, even if the Bankruptcy Court's recently issued Order had not entirely altered the landscape in this area – and it plainly has – Verizon's request for reconsideration of this aspect of the Arbitrator's decision would have to be rejected.

CONCLUSION

For the foregoing reasons, the Arbitrator's decision should be affirmed in all relevant respects.

Respectfully submitted,

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EXHIBIT A

August 19, 2002

Subject: Verizon Virginia Inc. (Verizon) Adds Voice Telephony over ATM Tandem (VToA) Arrangement at 225 Franklin Rd., SW, Roanoke, VA.

Verizon Virginia Inc. (Verizon) is adding a Voice Telephony over ATM Tandem (VToA) arrangement at 225 Franklin Rd., SW, Roanoke, VA. This project has been initiated to replace the existing tandems in Roanoke, RONKVALK52T, Staunton, STTNVAST03T, and Norton, NRTNVANO02T. Once complete, the new VToA will allow customers a single point of connectivity to access the entire Roanoke LATA.

Three (3) tandem gateways listed below will service this new tandem area. Traffic associated with twenty-one (21) area host end offices in the Roanoke LATA listed below, and their respective remote offices not listed below, will be re-homed to the new VToA tandem arrangement. All CLECs, Wireless carriers, Inter-exchange Carriers (IXCs) and Independent Telephone Companies with service requirements from the re-homed offices will be required to build trunking to any one (1) of these three (3) tandem gateways listed below. This will then allow complete access to all twenty-one (21) end offices subtending the new VToA tandem. The new tandem will have a Master Common Language Location Identifier (CLLI) code of RONKVALKDC1 and a point code of 246-234-025.

The three tandem gateways to which new trunk groups may be established in this arrangement are as follows:

OFFICE	**CLLI Code**
Roanoke	RONKVALKGT0
Staunton	STTNVASTGT0
Norton	NRTNVANOGT0

The twenty-one (21) end offices being re-homed to the VToA tandem are as follows:

OFFICE	**CLLI Code**	**OFFICE**	**CLLI Code**

Bedford	BDFRVABDDS0	Salem	SALMVASADS0
Blacksburg	BLBGVABBDS0	Stone Mountain	SNMTVASMDS0
Big Stone Gap	BSGPVABGDS0	Stewartsville	SWVLVASVDS0
Christiansburg	CRBGVACBDS0	Lebanon	LBNNVALBDS0
Dublin	DBLNVABUDS0	Norton	NRTNVANODS0
Pulaski	PLSKVAPUDS0	Pennington Gap	PNGPVAPGDS0
Pearisburg	PRBGVAPBDS0	Wise	WISEVAWIDS0
Radford	RDFRVARADS0	Stuarts Draft	STDRVASDDS0
Roanoke-Barkley	RONKVABKDS0	Staunton	STTNVASTDS0
Roanoke-Cave Spring	RONKVACSDS0	Raphine	RPHNVAXADS0
Roanoke-Luck Ave.	RONKVALKDS0		

Verizon anticipates being ready to accept ASRs for trunks to the new VToA tandem arrangement (i.e., to one of the three tandem gateways listed above) on or about February 14, 2003. All ASRs for this new tandem arrangement must carry a project code of RONKVALKA0. Originating and terminating Intra-LATA traffic (CLEC, Wireless, Independent), as well as originating and terminating Inter-LATA traffic for these twenty-one (21) end offices and their remotes, will be served by the new VToA tandem arrangement immediately upon the completion of these newly established trunk groups. Verizon will work with each carrier to develop a schedule and to provide notification to each carrier prior to re-homing traffic. Until a re-homing plan is developed, carriers will continue to be served from the existing tandems, RONKVALK52T, STTNVAST03T, and NRTNVANO02T. With the many carriers involved, it will be critical that all carriers submit ASRs and translation questionnaires, and that they are prepared to turn up their trunk groups as required.
The tandem gateway CLLI Code where you wish to connect must be identified in the SECLOC field on all ASRs for the new VToA tandem. These orders will be processed on a first come, first served basis. Specific trunk testing dates will be individually negotiated as orders are received and reviewed.
Once re-homing is completed, carriers should promptly send disconnect ASRs to Verizon for those existing trunk groups to the RONKVALK52T, STTNVAST03T, and NRTNVANO02T tandems.

As a reminder, LERG updates for any routing records that are affected by this activity should be made as necessary using the normal channels. Pertinent updates to the tandem's deployment plan will be provided through an Industry Letter as needed. If you have any questions about this deployment, please contact your Verizon account manager.

CERTIFICATE OF SERVICE

I hereby certify that true and accurate copies of the foregoing Opposition Of Worldcom, Inc. To Verizon's Petition For Clarification And Reconsideration Of July 17, 2002 Memorandum Opinion And Order were delivered this 10th day of September, 2002, by email and in the manner indicated below, to:

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