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Robert W. Woltz, Jr.
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September 6, 2002

STATE CORPORATION COMMISSION
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DIVISION OF COMMUNICATIONS
RICHMOND, VA

Mr. William Irby, Director
Division of Communications
State Corporation Commission
P. O. Box 1197
Richmond, Virginia 23218

Dear Mr. Irby:

This correspondence is in response to your August 30, 2002 letter concerning Cavalier's customer, Virginia Mobile X-Ray Service. As we discussed at length in our September 4 meeting, Cavalier has multiple options for serving this customer. For example, it may order a special access service, or it may construct facilities itself, including running a cable from the customer's former location to the new location. However, it may not force Verizon to construct for it, or otherwise to provide facilities where no facilities are available.

As you are aware, the federal Telecommunications Act of 1996 requires Verizon to give CLECs access to its existing network, not to an as-yet unbuilt one. Verizon is *not* required to extend, augment, or otherwise reconfigure its network to provide facilities to CLECs where facilities are unavailable. CLECs have many other options for providing service, which depending on the particular circumstances, may include purchasing other services from Verizon (such as UNE-P, retail services at a wholesale rate, or special access), purchasing services from other providers, or constructing facilities themselves. While it is no surprise that CLECs would prefer to have Verizon build a network upon demand at little or no cost to them, that is not what the law requires.

In the case of Cavalier's customer Mobile X-Ray, there are insufficient facilities available at the customer's new location to fulfill Cavalier's service request. Although Commission Staff may be of the opinion that Verizon can "rearrange . . . existing facilities" in a "simple and routine order," Verizon's engineers that are actually responsible for the area disagree. First, Staff's "simple rearrangement" contradicts sound engineering practices, as well as Verizon's Engineering Guidelines. Indeed, Staff's solution would leave the original building with *no* pairs available, even though, according to Staff, the building is being renovated in order to attract new tenants. Taking a short term view and robbing pairs from one building to serve another would require Verizon to ultimately bear the entire cost of not only fulfilling Cavalier's UNE request, but also the subsequent construction job to augment facilities in the original building.

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Second, as discussed at our September 4 meeting, Verizon's engineers have determined that the construction job necessary to provide the additional facilities would require, at a minimum, going back in the route, opening, pumping, and purging three manholes, opening a pressurized pulp splice, as well as a pressurized pic splice, and at the building, opening two aerial splices, and, if there were inadequate slack, placement of a stub cable. Under any definition, this is substantial construction activity.

Finally, even if Staff's "simple rearrangement" were appropriate from an engineering perspective, which it is not, it still would require an expensive reconfiguration to Verizon's current network. As noted above, Verizon is not required to reconfigure its network upon the demand of a CLEC. And while Staff may view rearrangements as "simple and routine," the fact is that any job that requires investigation, engineering, and the dispatch of a construction crew is anything but "simple and routine," particularly for the party paying for the work.

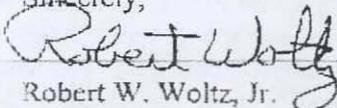
I also disagree with several of the characterizations in your letter. For example, you indicate it is your view that Verizon has breached "its obligation to serve" and allude to a customer initiated complaint over "basic local exchange service." Verizon provides Basic Local Exchange Telephone Service ("BLETS") in accordance with its regulatory plan, but the UNEs at issue are not covered by that plan. Similarly, Verizon provides UNEs under the terms of interconnection agreements in accordance with the Telecom Act. Neither one requires Verizon to expand or upgrade its network to meet CLEC demands for UNEs.

I also disagree strongly with your characterization of this situation as "yet another inane dispute." This problem arises from Cavalier's refusal to take any of the options that are available to it to serve this customer. Instead of insisting that Verizon must solve this customer's complaint, Staff could have insisted the customer's local exchange carrier "take whatever steps are necessary to fulfill the original request of Virginia Mobile X-Ray Services." Verizon did not receive that request, Cavalier did.

As you are aware, and as your Staff has indicated, Verizon has bent over backwards in the past year to accommodate the needs of end user customers - *even when they are not Verizon's customers*. At substantial cost to itself, Verizon has voluntarily stepped up to the plate on numerous occasions to keep customers with dial tone, even as other carriers flee from their obligations to customers, as well as from their monetary obligations to Verizon.

Cavalier has several solutions for how to serve its customer - but it does not want to pay for or provide facilities when it believes it can count on the Staff to push Verizon to do Cavalier's work for free. I respectfully suggest that rather than treating Verizon as the default carrier in all circumstances, you instead look to CLECs to fulfill their own "obligation to serve."

Sincerely,



Robert W. Woltz, Jr.

Copy to:

Mr. Milton Lewis (Virginia Mobile X-Ray Services)

Mr. Martin Clift (Cavalier Telephone)

John Dudley, Esquire