

1 become available. Nothing in the Act requires Verizon to set up this kind of complex,
2 burdensome, manual system for CLECs, as it would require a prohibitive expenditure of
3 Verizon resources and personnel to administer with any degree of effectiveness.

4 **Q. IS CAVALIER'S DARK FIBER QUEUE "SIMILAR TO THAT USED FOR**
5 **PHYSICAL COLLOCATION SPACE," AS CAVALIER CONTENDS?**

6 A. Absolutely not. Collocation and dark fiber are such different products that Cavalier's
7 attempt to compare them is not valid. The collocation queue process applies only to
8 central offices with no physical collocation space available, and there are currently only
9 five of these in Virginia. By contrast, Verizon has thousands of assignable fiber optic
10 cable segments in Virginia. The status of available fiber changes frequently, both due to
11 service order activity (new connects and disconnects) as well as construction activity
12 adding new fiber cables to the network. Verizon has no mechanized system to keep a
13 queue for dark fiber requests, as it does for collocation requests. As explained, such a
14 system would not be feasible for dark fiber and would not produce any discernible
15 benefits. The Bureau should thus reject Cavalier's proposal.

16 **C. Connectivity Maps and Joint Field Surveys**

17 **Q. WHAT IS THE STATUS OF THE ISSUE CONCERNING FIBER**
18 **CONNECTIVITY MAPS?**

19 A. Verizon will, at Cavalier's written request, create a fiber layout map showing existing
20 fiber within a designated wire center for Cavalier's use in performing preliminary
21 network planning and engineering work. Verizon will provide these maps at time and
22 materials charges, subject to a non-disclosure agreement that limits disclosure to Cavalier
23 personnel that need the fiber layout information to design Cavalier's network. Verizon's
24 Proposed Agreement § 11.2.15.5. Cavalier would add language to Verizon's proposed

1 section 11.2.15.5 that would require Verizon to create and provide a more detailed fiber
2 connectivity map.

3 Specifically, upon a request from Cavalier, Verizon would have to provide a fiber map
4 not just for a given wire center, but for an entire LATA in which both companies are
5 certified to provide service. Cavalier would, in addition, require extensive additional
6 detail, including (i) the location of each Verizon central office (including tandems, end
7 offices, and remotes), (ii) a straight-line, dot-to-dot depiction of all existing routes for
8 dark fiber connecting any central office with any other central office, and (iii) Verizon's
9 planned fiber additions for the next three years. Cavalier's Proposed Agreement §
10 11.2.15.5(i). Under Cavalier's proposal, if Verizon failed to provide such materials to
11 Cavalier within 10 business days of Cavalier's request, Verizon would be in breach of the
12 Agreement.

13 **Q. WHY IS CAVALIER'S FIBER CONNECTIVITY MAP PROPOSAL**
14 **UNREASONABLE AND UNNECESSARY?**

15 A. Verizon does not have standard maps with the detailed information that Cavalier's
16 proposal would require, and Cavalier has not offered any justification for imposing upon
17 Verizon the obligation to create it. As we explained, Verizon already provides wire-
18 center-specific fiber layout maps and Verizon already searches for alternative routes
19 *between* wire centers when the requested route is unavailable. Cavalier thus has no need
20 for detailed information about all fiber routes in the entire LATA. Because Verizon's
21 existing measures satisfy any legitimate need Cavalier has for network planning
22 information, the Bureau should reject Cavalier's unjustified proposals to impose

1 burdensome new requirements on Verizon. Cavalier's Proposed Agreement §
2 11.2.12.5(i).

3 **Q. WHAT IS THE NATURE OF THE PARTIES' DISAGREEMENT ABOUT FIELD**
4 **SURVEYS?**

5 A. Verizon has agreed to perform a field survey, at Cavalier's request and for time and
6 materials charges, to physically verify whether fiber is available between designated
7 Verizon central offices. Cavalier, however, seeks to require *joint* field surveys.
8 Cavalier's Proposed Agreement § 11.2.15.5(ii).

9 **Q. WHAT ARE THE PROBLEMS WITH CAVALIER'S JOINT FIELD SURVEY**
10 **PROPOSAL?**

11 A. If Cavalier's language is adopted, the engineers and construction crews who conduct field
12 surveys would be required to make appointments with Cavalier, limiting their ability to
13 schedule their own work in an efficient manner. Verizon already offers a field survey to
14 physically verify fiber strand assignment information, and Verizon will provide Cavalier
15 with a report on the field survey's findings. Cavalier has not justified the added
16 complexity and inefficiency of a joint field survey, and its proposal should be rejected.

17 **D. Alternative Means of Dispute Resolution**

18 **Q. WHAT IS THE NATURE OF THE DISAGREEMENT ABOUT DISPUTE**
19 **RESOLUTION PROCEDURES RELATIVE TO DARK FIBER AVAILABILITY?**

20 A. The parties have agreed upon dispute resolution procedures to govern disputes under their
21 Agreement. Verizon's Proposed Agreement Section 28.11. Nevertheless, Cavalier
22 proposes additional language that would require the parties "to negotiate in good faith to
23 devise a viable, alternative means of resolving any disputes about the availability of dark
24 fiber, if the maps or field survey process described [in Cavalier's proposal] leave either

1 party with doubt or uncertainty about the availability of dark fiber.” Cavalier’s Proposed
2 Agreement Section 11.2.15.5.

3 **Q. IS CAVALIER’S PROPOSED LANGUAGE NECESSARY OR APPROPRIATE?**

4 A. No. The dispute resolution procedures to which Cavalier has already agreed would cover
5 disputes about dark fiber availability. Verizon’s Proposed Agreement Section 28.11.
6 There is no need for the parties to specify different dispute resolution procedures for
7 different kinds of disputes. Indeed, Cavalier’s language gives the parties no direction as
8 to how or why the negotiated dark-fiber-specific dispute resolution mechanism should
9 differ from the general dispute resolution procedures; it simply directs the parties to
10 negotiate a dark-fiber-specific procedure. In addition, there would be no objective
11 standards for triggering the contemplated dark fiber dispute resolution procedures;
12 Cavalier could invoke it whenever it had a subjective feeling of “doubt or uncertainty”
13 about the accuracy of the fiber maps or field surveys. Cavalier’s proposal thus has the
14 potential for leading to costly and unnecessary disputes.

15 **E. Dark Fiber Inquiries**

16 **Q. WHAT IS THE NATURE OF THE PARTIES’ DISPUTE ABOUT DARK FIBER**
17 **INQUIRIES?**

18 A. Under section 11.2.15.4 of Verizon’s Proposed Agreement, upon receipt of Cavalier’s
19 completed Dark Fiber Inquiry Form, Verizon will review its cable records to determine
20 whether Dark Fiber Loop(s) or Dark Fiber IOF may be available between the locations
21 and in the quantities specified. Within 15 business days of receiving Cavalier’s inquiry,
22 Verizon will tell Cavalier whether its requested facilities may be available, based on
23 Verizon’s search of its records. Verizon does not guarantee the availability of dark fiber

1 loops or dark fiber IOF based solely on this records search. Where a direct dark fiber
2 IOF route is not available, Verizon will provide, where available, an alternate, indirect
3 route that passes through intermediate Verizon central offices. If no direct or indirect
4 dark fiber IOF is available, Verizon will notify Cavalier of this fact within 15 business
5 days. Verizon will, in addition, identify the first blocked segment on each alternate
6 indirect route and which segment(s) in the alternate indirect route are available prior to
7 encountering a blockage on that route.

8 Cavalier would change Verizon's proposal to require a much more detailed response to a
9 Dark Fiber Inquiry from Cavalier. Under Cavalier's proposal, Verizon would have to
10 specify whether fiber is: (i) installed and available, (ii) installed but not available, or (iii)
11 not installed. Where fiber is not available, Verizon would have to describe in detail why
12 fiber is not available, "including, but not limited to, specifying whether fiber is present
13 but needs to be spliced, whether no fiber at all is present between the two points specified
14 by Cavalier, whether further work other than splicing needs to be performed, and the
15 nature of any such further work other than splicing." Cavalier's Proposed Agreement §
16 11.2.15.4. If fiber is installed, whether or not it is available, then Verizon would also
17 have to specify "the locations of all pedestals, vaults, other intermediate points of
18 connection...[and] which portions have available fiber and which portions do not." *Id.*

19 **Q. WHAT IS WRONG WITH CAVALIER'S PROPOSAL TO EXPAND VERIZON'S**
20 **PROCESS FOR RESPONDING TO DARK FIBER INQUIRIES?**

21 A. Like many of Cavalier's proposals, this one would impose expansive (and expensive)
22 new obligations upon Verizon for no good reason. The additional information Cavalier
23 would require in response to a Dark Fiber Inquiry is not necessary to meet any legitimate

1 purpose or any legal obligation on Verizon’s part. For example, Cavalier would require
2 Verizon to specify whether “fiber is present but needs to be spliced.” Cavalier’s
3 Proposed Agreement § 11.2.15.4. This information is unnecessary because Verizon has
4 no obligation to provide access to dark fiber at splice points, as the Commission (and the
5 Bureau) have confirmed. *Triennial Review Order* ¶ 254; *Virginia Arbitration Order* ¶
6 451.

7 Likewise, there is no basis for Cavalier’s request to know the locations of all pedestals,
8 vaults, other intermediate points of connection, and whether dark fiber is available at any
9 of these points. In section 271 proceedings involving Virginia and other states, the
10 Commission held that the dark fiber information that Verizon provides is sufficient. *See,*
11 *e.g., Virginia § 271 Order* ¶¶ 145-147; *MD/DC/WV § 271 Order* ¶¶ 123-126. Finally, as
12 noted above, Verizon already provides Cavalier with alternatives if dark fiber is not
13 available between points selected by Cavalier. Under Verizon’s Proposed Section
14 11.2.15.4, Verizon will establish alternative routes by interconnecting through
15 intermediate offices in order to satisfy Cavalier’s request. This process renders the
16 extremely detailed information Cavalier seeks unnecessary. The Bureau should reject
17 Cavalier’s burdensome and unnecessary proposal.

18 **V. IDLC (ISSUE C14) (DONALD ALBERT AND ROSEMARIE CLAYTON)**

19 **Q. WHAT IS THE DISPUTE IN ISSUE C14?**

20 A. Cavalier proposes to require Verizon to develop a new kind of unbundled loop and to
21 force Verizon to bear substantially all of the development costs. Specifically, Cavalier
22 proposes that it and Verizon “will jointly test and develop a method of unbundled access
23 to loops or lines served through integrated digital loop carrier (IDLC).” Cavalier’s

1 Proposed Agreement § 11.4.1. Cavalier specifies that for central offices where it “seeks
2 access to a limited number of lines served by IDLC, the new trial method to be tested will
3 be a “‘side-door,’ ‘hairpin,’ or ‘nail-up’ connection. *Id.* § 11.4.2. For central offices
4 where Cavalier seeks access to a larger number of IDLC-served lines, Cavalier prescribes
5 a trial of “multiple switch hosting, or grooming of the integrated loops, such that discrete
6 groups of multiplexed loops may be assigned to transmission facilities, or the termination
7 of loops to integrated network access systems.” *Id.* § 11.4.3. If the test of a particular
8 IDLC unbundling method is successful, then Verizon must implement that method on a
9 “fully available, commercial basis,” upon the same rates, terms, and conditions that apply
10 to an unbundled copper loop. If a particular IDLC unbundling test fails, then Verizon
11 must cooperate with Cavalier to continue to test other IDLC unbundling methods. *Id.* §§
12 11.4.5, 11.4.6. Although Cavalier’s language requires each party to bear their own costs
13 of developing a method of unbundling IDLC-served lines, Verizon would, of course, bear
14 most of these costs, because it is Verizon that will be doing the actual unbundling,
15 testing, and loop provisioning.

16 Verizon’s language concerning IDLC unbundling is much simpler. Verizon proposes
17 that if Cavalier seeks access to an IDLC-served unbundled loop for a particular customer,
18 Verizon will provide Cavalier with a loop in accordance with Verizon’s legal obligations.

19 **Q. PLEASE DESCRIBE THE KINDS OF LOOP FACILITIES THAT VERIZON**
20 **DEPLOYS.**

21 A. Verizon generally deploys three basic types of loop facilities. They are: all-copper loops
22 (both feeder and distribution), Universal Digital Loop Carrier (“UDLC”) feeder plant

1 with copper distribution facilities, and IDLC feeder plant with copper distribution
2 facilities.

3 **Q. WHAT IS VERIZON'S LEGAL OBLIGATION WITH REGARD TO**
4 **PROVIDING UNBUNDLED LOOPS FOR CUSTOMERS SERVED BY IDLC?**

5 A. In its *Triennial Review Order*, the Commission recognized that IDLC-served loops
6 cannot be unbundled in the same way as UDLC-served loops, because the IDLC system
7 is integrated into the incumbent's switch and because incumbents use concentration as a
8 traffic engineering practice. It thus stated that incumbents had the option of fulfilling
9 their unbundling obligations by "provid[ing] requesting carriers access to a transmission
10 path" to customers served by IDLC loops through either a spare copper facility, or a
11 UDLC system, or another "technically feasible method of unbundled access." *Triennial*
12 *Review Order* ¶ 297. The Commission did not require incumbents to unbundle IDLC.
13 Indeed, the Commission observed that unbundled access to IDLC-served loops is "not
14 always desirable for either carrier." *Id.* n. 855.

15 **Q. IS CAVALIER'S PROPOSAL FOR SPECIFIC TYPES OF IDLC UNBUNDLING**
16 **TRIALS REASONABLE OR NECESSARY?**

17 A. No. Verizon has already agreed to provide Cavalier access to IDLC-served loops in
18 accordance with Verizon's legal obligations, so there is no need for any trial, let alone the
19 specific, successive, and expensive trials Cavalier proposes.

20 **Q. DOES CAVALIER PROPOSE RATES FOR UNBUNDLED IDLC LOOPS?**

21 A. Yes, and its rate proposals should be rejected. Cavalier would require Verizon to offer
22 unbundled IDLC-served loops on a "fully available commercial basis" at the same rates
23 and terms that apply to copper loops. Cavalier, however, has not provided any cost

1 studies to support this rate proposal. Moreover, because unbundling IDLC is, at best,
2 complicated, the costs of doing so are likely to be higher than the costs of unbundling a
3 copper loop. Therefore, Cavalier's rate proposal for unbundled IDLC should be rejected
4 along with the rest of the language it proposes on this issue.

5 **VI. UNE-RELATED CHARGES (ISSUE C27) (ROSEMARIE CLAYTON)**

6 **Q. BRIEFLY DESCRIBE THE STATUS OF THIS ISSUE.**

7 A. Cavalier's Proposed Exhibit A(2) and Section 11.17 would impose two kinds of charges
8 on Verizon: (1) Recurring and nonrecurring charges for specified activities; and (2)
9 charges when a customer leaves Cavalier for Verizon.

10 Because the Bureau does not have jurisdiction to set Cavalier's rates, it cannot approve
11 Cavalier's proposed language.

12 **Q. BRIEFLY DESCRIBE THE RECURRING AND NONRECURRING CHARGES**
13 **THAT CAVALIER PROPOSES.**

14 A. Cavalier proposes to charge Verizon when a Cavalier technician "makes a premise visit
15 to trouble-shoot a UNE installation," or "makes a premise visit for maintenance and
16 repair of a defective loop, when Verizon did not clear the trouble." Cavalier's Proposed
17 Agreement §§ 11.17.2, 11.17.4. Cavalier also proposes to charge Verizon for missed
18 appointments "when a customer appointment is concurrently made with Verizon, and
19 Verizon misses or is late for the appointment." Cavalier's Proposed Agreement §
20 11.17.3. Cavalier lists the proposed penalty amounts in Exhibit A(2) of its Proposed
21 Agreement, but does not provide any cost studies to support these rates.

1 **Q. DOES THE BUREAU HAVE JURISDICTION TO INCLUDE THESE RATES IN**
2 **AN INTERCONNECTION AGREEMENT?**

3 A. No. The Bureau has held that it lacks jurisdiction over intrastate rates charged by
4 competitive local exchange carriers to incumbents. *Virginia Arbitration Order* ¶ 588.
5 An interconnection agreement may include rates on which the parties have agreed or
6 which the Commission’s Rules prescribe. In all other cases, however, Cavalier must seek
7 authorization from the Virginia SCC for the rates it proposes to charge. *Virginia*
8 *Arbitration Order* ¶ 589.

9 **Q. ARE THE RECURRING AND NONRECURRING CHARGES THAT CAVALIER**
10 **PROPOSES TO INCLUDE IN THE AGREEMENT NECESSARY?**

11 A. No. Many of these rates appear to be in the nature of a “penalty” to Verizon if Verizon’s
12 performance is inadequate. Verizon is already subject to performance standards in
13 Virginia that carry substantial monetary penalties for nonperformance. Section 26.1 of
14 the parties’ interconnection agreement specifically incorporates Verizon’s responsibilities
15 under the Virginia PAP, approved by both Virginia SCC and by the Commission.
16 *Virginia PAP Proceeding; Virginia § 271 Order* ¶ 198. The PAP contains a
17 comprehensive set of performance measurements for timeliness, reliability, and quality of
18 service, as well as self-executing remedies that put up to \$205 million at risk annually if
19 performance falls below these standards.

20 Moreover, the PAP assumes a uniform set of measures and penalties, and Verizon’s
21 systems are designed around this assumption. It would be difficult for Verizon to track
22 and administer a unique set of measures and penalties just for Cavalier. In addition, if the
23 Bureau approves special measures and penalties for Cavalier, other CLECs are sure to
24 demand this special treatment, as well, leaving Verizon to try to administer a bewildering

1 patchwork system of measures and penalties. The PAP is designed to avoid just such
2 problems and to ensure nondiscriminatory treatment as between all CLECs. The Bureau
3 should thus reject Cavalier's attempts to undermine the PAP. If Cavalier is unhappy with
4 the Virginia SCC-mandated PAP, it can seek changes through a generic proceeding like
5 PUC010226, in which the Virginia SCC considered and adopted Verizon's current PAP.

6 Finally, rates that Cavalier proposes would be difficult and time consuming to administer.
7 Because each rate would depend on different facts and interpretations, the parties would
8 likely spend countless hours and significant resources disputing which charges might
9 apply. It is these fact-intensive, individualized disputes that performance standards are
10 designed to avoid.

11 **Q. BRIEFLY DESCRIBE THE CHARGES THAT CAVALIER PROPOSES FOR**
12 **WINBACKS.**

13 A. Cavalier proposes to charge Verizon a "processing charge" when a Cavalier customer
14 decides to return to Verizon. This charge would be "composed of a service order
15 processing fee and an installation fee." Cavalier's Proposed Agreement § 11.17.1.
16 Cavalier also proposes a separate charge "when Verizon requests the return of a UNE
17 loop on an expedited basis." Cavalier's Proposed Agreement § 11.17.5. Cavalier
18 proposes rates for these charges in Exhibit A(2) of its Proposed Agreement, but, as with
19 Cavalier's proposed recurring and nonrecurring rates, does not provide and cost studies to
20 support these rates.

1 **Q. WHY SHOULD THE BUREAU REJECT CAVALIER'S PROPOSAL TO**
2 **CHARGE VERIZON FOR "WINBACKS" ?**

3 A. First, as I explained above, the Commission does not have jurisdiction to set rates for
4 Cavalier in an arbitration proceeding under sections 251 and 252 of the Act. Second,
5 there is very little for Cavalier to do when a customer decides to move back to Verizon,
6 just as there is very little for Verizon to do when a customer decides to move to Cavalier.
7 If Cavalier loses a customer that it serves using a Cavalier switch, Cavalier needs only:
8 (1) to port the customer's telephone number to the other carrier – an action for which
9 carriers do not charge each other, consistent with the Commission's rules (*Number*
10 *Portability Order* ¶ 49); and (2) to update the E911 database. If Cavalier loses a
11 customer served by resale or through UNE-P, Cavalier does not even have to perform
12 these limited functions. Verizon does not charge Cavalier (or any other CLEC) for these
13 work activities, and Cavalier should not be allowed to charge Verizon for these activities
14 either. In fact, both Verizon and Cavalier collect a number portability surcharge directly
15 from their respective customers.

16 **VII. CONCLUSION**

17 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

18 A. Yes.

1 **Declaration of Donald Albert**

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3 I declare under penalty of perjury that I have reviewed the foregoing testimony and that those
4 sections as to which I testified are true and correct.

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6 Executed this 18th day of September, 2003.

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Donald Albert

Declaration of Peter D'Amico

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I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 17th day of September, 2003.



Peter D'Amico

1 **Declaration of Rosemarie Clayton**

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3 I declare under penalty of perjury that I have reviewed the foregoing testimony and that those
4 sections as to which I testified are true and correct.

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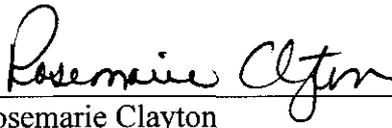
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Rosemarie Clayton

Declaration of Alice Shocket

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I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 17th day of September, 2003.



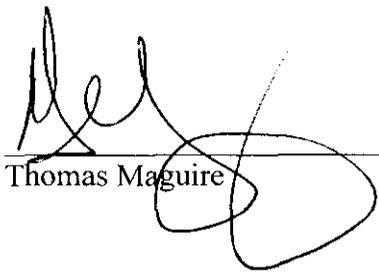
Alice Shocket

Declaration of Thomas Maguire

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I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 16th day of September, 2003.



Thomas Maguire

VERIZON VIRGINIA INC.
TESTIMONY OF THOMAS E. CHURCH
INTRA-PREMISES WIRING ISSUE
CC DOCKET NO. 02-359 (ISSUE V25)
SEPTEMBER 23, 2003

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1 **I. WITNESS BACKGROUND AND OVERVIEW**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Thomas E. Church. My business address is 13930 Minnieville Road,
4 Woodbridge, Virginia. I am employed by Verizon as Senior Product Manager
5 responsible for product development and product management for unbundled house and
6 riser cable and unbundled network interface devices (“NIDs”).

7 **II. PURPOSE OF TESTIMONY (ISSUE V25)**

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 A. I will explain Verizon Virginia Inc.’s (“Verizon’s”) position with regard to the terms and
10 conditions that should apply to Intra-Premises Wiring, which is Issue V25.

11 **Q. BRIEFLY DESCRIBE THE STATUS OF THIS ISSUE.**

12 A. Verizon has proposed straightforward contract language (in section 11.2.14) granting
13 Cavalier access to intra-premises wiring “in accordance with, but only to the extent
14 required by, Applicable Law,” which would include the *Triennial Review Order*.

15 Verizon has also proposed two alternative rate schedules. One proposal contemplates
16 that the rates will be determined in the future subject to true-up once they are approved.
17 Alternatively, Verizon has proposed the New York rates for intra-premises wire pending
18 approval of Verizon’s rates in Virginia.

19 Cavalier has proposed language that, like Verizon’s, would require Verizon to provide
20 Cavalier access to intra-premises wiring “in accordance with, but only to the extent
21 required by Applicable Law.” (Cavalier Proposed Section 11.2.14.) Thus, the parties

1 agree on this general principle, but have not yet agreed on whether additional language
2 should be added to the agreement to address operational issues.

3 **Q. WHAT IS INTRA-PREMISES WIRING?**

4 A. Intra-premises wiring is a type of subloop, also known as the “inside wire subloop.” The
5 inside wire subloop includes the portion of the loop, if any, that the incumbent owns or
6 controls inside a multiunit customer’s premises. It extends from the minimum point of
7 entry (“MPOE”), which is the first technically feasible access point where wiring crosses
8 the property line, to the incumbent’s network demarcation point. *See Triennial Review*
9 *Order* ¶ 343.

10 **Q. DOES VERIZON’S PROPOSAL DIFFER FROM THE LANGUAGE**
11 **RESULTING FROM VERIZON’S ARBITRATION WITH AT&T BEFORE THE**
12 **BUREAU?**

13 A. Yes. Since the AT&T arbitration, the FCC issued its *Triennial Review Order*, which
14 addresses inside wire subloops. Accordingly, Verizon simplified its proposal to reflect
15 the Order by simply stating that Verizon will provide access as required by law. There is
16 no reason for Cavalier to reject Verizon’s language, which is consistent with the
17 *Triennial Review Order* and affirms Cavalier’s right to obtain access to inside wire
18 subloops in accordance with the relevant law.

19 **III. CONCLUSION**

20 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

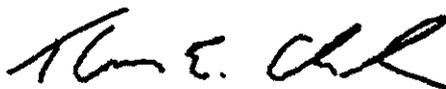
21 A. Yes.

Declaration of Thomas E. Church

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I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 18 day of September, 2003.



Thomas E. Church

VERIZON VIRGINIA INC.

TESTIMONY OF WILLIAM H. GREEN, III

E 9-1-1 ISSUES (ISSUE C6)

CC DOCKET NO. 02-359

SEPTEMBER 23, 2003