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November 23, 2004

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VIA FACSIMILE AND U.S. MAIL

The Honorable Ann E. Rendahl
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Dr. SW
Olympia, WA 98504-7250

Re: *In The Matter of the Joint Petition for Enforcement*
Docket No. UT-041127

Dear Judge Rendahl:

This letter supplements Verizon's Reply to the Answers of Staff and the CLECs ("Reply"), which was filed November 12, 2004. In reviewing that Reply, Verizon has realized that the procedural posture of this case has led to a gap in the record presented on Verizon's pending Motion for Judgment on the Pleadings. This letter is intended solely to address that gap, without further argumentation.

TelWest Communications (TelWest) was allowed to intervene in this case after Verizon filed its Motion for Judgment on the Pleadings ("Motion"). On October 27, TelWest filed its Answer to Verizon's Motion. There, TelWest stated, "The issue before the Commission is 'whether the provisions in the Triennial Review Order, other FCC Orders and interconnection agreements allow the replacement of existing circuit switches used for voice service with packet switches, rather than the mere deployment of packet switching.'" TelWest Answer ¶ 1 (quoting Order No. 10, Docket No. UT-043013).

TelWest's Answer did not discuss any provision of the Verizon-TelWest Agreement; instead, it made a number of arguments concerning state and federal law that Verizon addressed in its Reply.

To ensure a complete record, Verizon hereby agrees that it has an interconnection agreement with TelWest – the "Verizon-TelWest Agreement" – that became effective January 15, 2003, and expires January 14, 2005. The provisions of the Verizon-TelWest Agreement are virtually identical to the Verizon-UNICOM Agreement, which Verizon reproduced in its Motion at Exhibit 7. For example, both agreements contain the following provisions:

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Section 4.7. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to TelWest hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and TelWest shall reimburse Verizon for any payment previously made by Verizon to TelWest that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to TelWest of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

Section 42. Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate TelWest's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. TelWest shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

Section 50.1. Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to TelWest.

Moreover, the UNE Attachment to the Verizon-TelWest Agreement is virtually identical to the UNE Attachment in the Verizon-UNICOM Agreement. For example, the following sections in the TelWest agreement are the same as those in the UNICOM agreement that appear in Exhibit 7 to Verizon's Motion:

1.1 Verizon shall provide to TelWest, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs)



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and Combinations to TelWest only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to TelWest to the extent that provision of such UNEs or Combinations is not required by Applicable Law.

1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

1.3 TelWest may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to TelWest. Without limiting the foregoing, TelWest may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to TelWest in order to allow TelWest to provide such Exchange Access services.

1.4 Notwithstanding any other provision of this Agreement:

1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to TelWest a UNE or Combination that is not offered under this Agreement to TelWest as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.

1.4.2 Verizon shall not be obligated to provide to TelWest, and TelWest shall not request from Verizon, access to a proprietary advanced intelligent network service.



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1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to TelWest, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to TelWest. If Verizon terminates its provision of a UNE or a Combination to TelWest pursuant to this Section 0 and TelWest elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with TelWest to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of TelWest; and, (b) TelWest shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to TelWest on an unbundled basis or in combination with other Network Elements.

In short, TelWest's intervention does not raise any new issues regarding interpretation of the parties' agreements, not already addressed in Verizon's pleadings.

Sincerely,


Timothy J. O'Connell

cc: Service List