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**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

Petition of Verizon Northwest Inc. for Arbitration of an Amendment to Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Washington Pursuant to Section 252 of the Communications Act of 1934, as Amended, and the Triennial Review Order

Docket No. UT-043013

**RESPONSE OF CENTEL COMMUNICATIONS, INC.**

13 Centel Communications, Inc. ("Centel") responds to Verizon's petition and  
14 updated petition as follows:

15 1. Centel adopts and incorporates the answers of AT&T, the CCC, the CCG,  
16 and MCI, to the extent they: seek to preserve existing contract rights relating to changes in the  
17 law; seek to preserve the status quo pending full and final resolution of TRO-related issues based  
18 on proper application of federal law, including the GTE-Bell Atlantic merger conditions, and  
19 applicable state law; and seek to properly implement any changes in the law that have become  
20 effective and are not subject to further review and modification.

21 2. Centel received a copy of the, "Notice of Discontinuation of Unbundled  
22 Network Elements and Notice of Availability of Contract Amendment" dated October 2, 2003 in  
23 substantially the form as attached to Verizon's petition for arbitration ("Notice"). The notice  
24 states that Verizon will discontinue certain UNEs "to the extent permitted by your  
25 interconnection agreement." Verizon did not tell Centel whether or not Verizon considered such  
26 a discontinuance of UNEs to be permitted by its interconnection agreement.

RESPONSE OF CENTEL COMMUNICATIONS, INC. - 1

1                   3.       The Notice states that, "To the extent notice of such changes in law . . . is  
2 required under your interconnection agreement, this letter shall serve as such notice." Verizon  
3 not tell Centel whether or not Verizon believed such a notice of change of law was required by  
4 its interconnection agreement.

5                   4.       The Notice states that Verizon's proposed amendments are posted on  
6 Verizon's wholesale website. Verizon did not provide Centel with copies of the proposed  
7 amendments, nor any explanation of the proposed amendments, nor the bases for the proposed  
8 amendments.

9                   5.       The Notice states that, "Carriers seeking to amend their interconnection  
10 agreements should review the draft amendment and contact Verizon to proceed with completion  
11 of the contracting process." Centel did not interpret this to be a request for negotiation of  
12 contract amendments for two reasons. First it does not offer or even mention the possibility of  
13 negotiations. Rather, it seemed applicable only to CLECs that wished to accept Verizon's  
14 amendments without any negotiations. Second, it only applied to CLECs "seeking to amend"  
15 their agreements. Centel was not seeking any amendments.

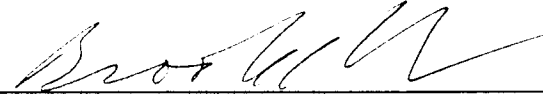
16                   6.       The Notice states, "Please be advised that the Triennial Review Order  
17 proves that October 2, 2003 shall be deemed to be the notification request date for contract  
18 amendment negotiations associated with the Triennial Review Order." This appears to be a  
19 statement of Verizon's interpretation of the law, not a specific request for negotiations. Centel  
20 does not recall receiving any document from Verizon that clearly was a request for negotiation of  
21 interconnection agreement amendments. Centel does not recall ever being contacted by Verizon  
22 to discuss, commence, or schedule negotiations.

23                   7.       Centel does not object to this proceeding moving forward on some basis  
24 other than an arbitration under Section 252 of the Communications Act, since Verizon has never  
25 sought the negotiations that are the prerequisite to such arbitration. Such a proceeding may be  
26 useful to resolve disputed issues regarding what the law requires by way of contract

1 amendments. In any such generic proceeding, participation by Centel should be voluntary and to  
2 the extent their interests require and limited resources permit. The provisions of section 252,  
3 including timing and mandatory participation, should not govern this proceeding.

4 DATED this 12<sup>th</sup> day of April, 2004.

5 MILLER NASH LLP

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10 Attorneys for Centel Communications,  
11 Inc.

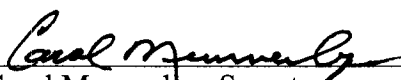
CERTIFICATE OF SERVICE  
UT-043013

I hereby certify that a true and correct copy of the foregoing has been provided to the following parties of record as noted:

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DATED at Seattle, Washington this 13<sup>th</sup> day of April, 2004.

  
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Carol Munnerlyn, Secretary