

January 30, 2003

Ms. Carole J. Washburn
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Dr. SW
PO Box 47250
Olympia, WA 98504-7250

Re: In the Matter of the Petition for Arbitration of an Interconnection Agreement between Level 3 Communications, LLC and CenturyTel of Washington, Inc. Pursuant to 47 USC. Section 252. **Docket No. UT-023043**

Dear Ms. Washburn:

Pursuant to deadline established in the Fifth Supplemental Order (Arbitrator's Report and Decision) in this docket, CenturyTel hereby submits an original and two copies of an interconnection agreement between CenturyTel of Washington, Inc. and Level 3 Communications, LLC. This agreement has been signed by CenturyTel and in CenturyTel's view incorporates all necessary aspects of the Arbitrator's Report and Decision. However, Level 3 does not agree with this assertion and therefore has not signed this agreement. CenturyTel understands that Level 3 has separately submitted its own version of an arbitrated agreement that bears Level 3's, but not CenturyTel's signature.

The only difference between the two agreements is at Article IV, Section 4.2 covering compensation for interconnection facilities. Level 3 asserts that the arbitration decision requires insertion of the words "and ISP-Bound Traffic" after the words "Only Local Traffic." CenturyTel disagrees. Although the arbitration decision did require the insertion of the term "ISP-Bound Traffic" in other areas of the agreement (see bolded language in the agreement) it did not direct inclusion of the language in the section dealing with interconnection facilities. In fact, had the decision required insertion of the term in that section it would have been in direct conflict with all previous Commission

decisions on this issue.¹ Such a direct reversal of long-standing Commission position on this issue would have required, at a minimum, some acknowledgement on the part of the arbitrator that he did indeed intend to reverse all earlier Commission pronouncements in this area.

Level 3 can point only to the very general language concerning Issue No. 1 in the arbitration as support for insertion of the additional language.² Resolution of Issue No. 1 only determined that ISP-bound Traffic did not have to be covered by a separate interconnection agreement. In no way did resolution of Issue No.1 mandate that Local Traffic and ISP-bound Traffic be treated identically in all respects. In fact, other portions of the agreement already treat the two categories of traffic differently.³

CenturyTel's position on this issue does not constitute additional objections to the Arbitrator's decision.⁴ CenturyTel has no problem with the Arbitrator's decision on this issue. CenturyTel objects instead to Level 3's interpretation of the Arbitrator's decision. In any event, CenturyTel would be prepared to discuss this issue at the Oral Argument scheduled for February 6, 2003 in this docket if the Commission so desires.

CenturyTel submits that Level 3's insertion of the additional language at Article IV, Section 4.2 is unwarranted and that the Commission should instead consider the agreement as presented herewith.

Very truly yours,

Calvin K. Simshaw
Assoc. General Counsel-
Regulatory

Enclosures

cc: Rogelio Pena
Counsel to Level 3

¹ See Docket No. UT-003013, Thirty-Second Supplemental Order and Docket No.UT-023042, Third Supplemental Order (Arbitrator's Report and Decision). The Arbitrator's Decision in Docket No. UT-023042 is currently the subject of a Petition for Review submitted by Level 3.

² As noted in the Arbitrator's decision, Issue No. 1 was stated as follows: *Is ISP-bound traffic subject to different interconnection requirements than local traffic under federal law such that it should be handled by separate agreement?*

³ The agreement provides for bill and keep treatment of ISP-bound traffic on the one hand, and reciprocal compensation treatment of Local Traffic on the other hand.

⁴ CenturyTel has submitted a Petition for Review of the Arbitrator's Decision in this docket on other grounds. The Commission has scheduled oral argument on the Petition for February 6, 2003.