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August 20, 2004

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VIA E-MAIL AND HAND DELIVERY

Ms. Carole Washburn, Executive Secretary
Washington Utilities & Transportation Committee
1300 Evergreen Park Drive, SW
Olympia, WA 98504

Re: Docket No. UT-043013 –

Dear Ms. Washburn:

Please find enclosed an original and six copies of Verizon's revised TRO Amendment ("TRO Amendment No. 1") and a Certificate of Service, pursuant to the July 7, 2004 Notice of Time to File Revised Amendment to Interconnection Agreements.

TRO Amendment No. 1 is Verizon's current proposal to amend its interconnection agreements with CLECs whose agreements may reasonably be construed to require amendment before Verizon may cease providing UNEs that are not subject to an unbundling obligation under 47 U.S.C. § 251 (c)(3) and 47 C.F.R. Part 51. TRO Amendment No. 1 is substantially shorter and simpler than Verizon's previous TRO Amendment because it takes account of the issuance of D.C. Circuit's mandate in *USTA II*.¹

In making this filing, Verizon must make several preliminary points. First, as called for by Order No. 8 issued by the Commission in this docket, Verizon will file by September 13 the portions of its interconnection agreements which permit Verizon to discontinue, upon notice, UNEs it is no longer legally required to offer. (Although Order No. 8 appears to call for the filing of such interconnection agreements in their entirety, in the status conference of August 16, 2004, Judge Rendahl clarified that only the relevant portions of such agreements need be filed.) Verizon anticipates that CLECs with those agreements will be dismissed from this arbitration, in accordance with the agreement-by-agreement review the Commission intends to undertake pursuant to Order No. 8. By serving its TRO Amendment No. 1 on all parties in accordance with the July 7 ruling, Verizon does not mean to suggest that all parties' contracts require amendment before discontinuation of UNEs.

¹ *United States Telecom Assoc. v. FCC*, 359 F.3d 554 (D.C. Cir. 2003).




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Second, Verizon's TRO Amendment No. 1 presents substantially the same issues regarding discontinuation of UNEs as the version it replaces. Nevertheless, Verizon is willing to allow an additional, 30-day period for negotiations between Verizon and the relevant CLECs over the terms in TRO Amendment No. 1. The schedule Verizon must file on August 27 (as required by the July 7 Notice) will include this negotiation period.

Third, Verizon has enclosed a second amendment ("TRO Amendment No. 2"). TRO Amendment No. 2 implements certain new obligations imposed by the TRO, such as routine network modifications and commingling (to the extent such obligations still exist after the D.C. Circuit's elimination in *USTA II* of the high-capacity facilities involved in most network modification and commingling requests). Verizon is making this second amendment available to all carriers—both those that will ultimately remain in the arbitration and those whose contracts do not require amendment to discontinue UNEs—in the event that particular CLECs wish to obtain these items. Although TRO Amendment No. 2 is not part of Verizon's affirmative proposal, Verizon expects that some CLECs may raise disputes concerning the terms of routine network modifications, commingling, and other unbundling obligations during the 30-day negotiation period. Thus, it is most efficient to file Verizon's proposal on these items now, rather than after the negotiating period ends.

Please contact me if you have any questions, and thank you in advance for your assistance.

Very truly yours,



Timothy J. O'Connell

Enclosures

cc: ALJ Ann Rendahl
Parties of Record