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August 31, 2004

Transmitted Via Facsimile

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities & Transportation Commission
1300 Evergreen Park Drive SW
Olympia, WA 98504-7250

Re: Docket No. UT-043-052. Request for Approval of the Interconnection Agreement between Verizon Wireless and CenturyTel of Washington, Inc., CenturyTel of Inter Island, Inc., and CenturyTel of Cowiche, Inc.

Dear Ms. Washburn:

Please find enclosed an original and two copies of a revised page to the Interconnection Agreement ("Agreement") between CenturyTel of Washington, Inc., CenturyTel of Inter Island, Inc. and CenturyTel of Cowiche, Inc. (Collectively "CenturyTel") and Verizon Wireless. Also included is a copy of a letter agreement whereby Verizon Wireless approves the language substitution.

If you have any questions, please contact me at (360) 905-6985.

Very truly yours,

Jackie Phillips
Manager, Carrier Relations

Enclosures

cc: John Clampitt, Verizon Wireless

If any portion of an amount due to a billing Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall within forty-five (45) days of its receipt of the invoice containing such disputed amount give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. Within thirty (30) days of final determination of the dispute, the balance of the Disputed Amount shall thereafter be paid with interest from the date such amount was due when originally invoiced through the payment date at a rate equal to the lesser of one and one-half percent (1½ %) per month or the maximum rate allowable by law.

The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

Backbilling or revised billing for all services, including Interconnection Facilities if applicable, provided pursuant to this Agreement may be billed for up to twelve (12) months after the date the services or Interconnection Facilities were furnished, provided that notification of a billing problem with respect to such service is provided. Neither Party will bill the other Party for previously unbilled charges that are more than one-year prior to the current billing date.

7. NON-LOCAL TELECOMMUNICATIONS TRAFFIC.

The Parties contemplate that they may exchange non-Local Traffic that originates or terminates to VZW end users with telephone numbers assigned to a rate center within the VZW MTA over the Interconnection Facilities provided for under this Agreement. The Party sending such traffic onto such Interconnection Facilities will report to the other Party that traffic, if any, which is non-Local in nature. Compensation for non-Local Traffic shall be subject to the appropriate intrastate or interstate access rates.

When the Parties provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC. Each Party will bill its own access services rates to the IXC pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994. The Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge.

If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each Party shall provide the other Party the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of either Party's network in an VZW/CenturyTel Meet-Point Billing ("MPB") arrangement in order to comply with the MPB notification process as outlined in the MECAB document.

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Mr. John L. Clampitt
Verizon Wireless
2785 Mitchell Drive, MS 7-1
Walnut Creek, CA 94598

Dear John:

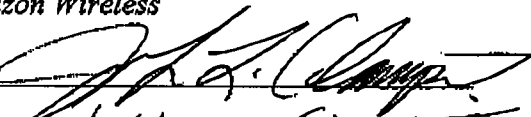
Per our telephone conversation, the Washington Utilities and Transportation Commission would like us to revise the language of the first paragraph, last sentence of Section 7., NON-LOCAL TELECOMMUNICATIONS TRAFFIC of our Interconnection and Reciprocal Compensation Agreement to read "Compensation for non-Local Traffic shall be subject to the appropriate intrastate or interstate access rates." The current language reads, "Compensation for non-Local Traffic shall be subject to interstate access rates."

If Verizon Wireless is agreeable to this change, please sign the letter below confirming that Verizon Wireless agrees to the change.

Thank you for your help in finalizing the request for approval of the Agreement with the Washington Utilities and Transportation Commission.

Verizon Wireless hereby agrees to the language substitution provided above.

Verizon Wireless

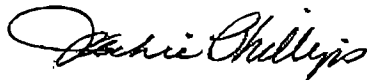
By: 

Name: JOHN L. CLAMPITT

Title: Member Technical Staff

Date: Aug 30, 2004

Very truly yours,



Jackie Phillips
Regional Director-Carrier Relations