

UT-993018

Lida C. Tong
Director
Regulatory & Governmental Affairs



GTE Service Corporation

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March 2, 2000

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Mail Code: WA0101RA

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S Evergreen Park Drive SW
P.O. Box 47250
Olympia, Washington 98504-7250

Dear Ms. Washburn:

Subject: **GTE NORTHWEST INCORPORATED/ADVANCED TELECOM
GROUP, INC. - INTERCONNECTION SUPPLEMENTAL
AGREEMENT**

Enclosed is a Supplemental Agreement which revises Article III, General Provisions to the adopted GTE Northwest Incorporated/Advanced Telecom Group, Inc. Interconnection Agreement for the state of Washington.

Please contact Bonnie Sanders at 425/261-5464 with any questions you may have.

Very truly yours,

Bonnie Sanders

Lida C. Tong
Director - Regulatory & Governmental Affairs

Lida C. Tong

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Enclosure

c: **Ms. Kathryn L. Thomas (w/o enclosure)**
Advanced Telecom Group, Inc.
Vice President – Regulatory 7 public policy
100 Stony Point Road, Suite 130
Santa Rosa, CA 95401

**AGREEMENT
BETWEEN
GTE NORTHWEST INCORPORATED
AND
ADVANCED TELCOM GROUP, INC. (ATG)
SUPPLEMENTING ADOPTED TERMS**

THIS AGREEMENT is by and between GTE Northwest Incorporated ("GTE") and Advanced Telcom Group, Inc. ("ATG"), (GTE and ATG being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Washington (the "State").

WHEREAS, ATG has previously adopted terms (the "Adopted Terms") of the Resale Agreement between GTE and Topp Comm, Inc. ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Commission's Order dated July 28, 1999 in Docket No. UT-990364 and the ATG's adoption of the Adopted Terms has been filed by the Washington Utilities and Transportation Commission for approval.

WHEREAS, subsequent to the filing of the Adopted Terms, representatives of the Washington Commission have requested that the Parties supplement the Terms with this Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Adopted Terms, the Parties now wish to supplement the Adopted Terms as follows.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article III, Section 2.1 of the Agreement first described above shall be deleted in its entirety and replaced by the following language: Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement.¹

2. Article III, Section 2.2 of the Agreement first described above shall be deleted in its entirety and replaced by the following language: Renegotiation. If either Party seeks to renegotiate, extend or amend this Agreement, it must provide written notice thereof to the other Party no later than nine (9) months prior to the Termination Date. Any such request shall be deemed by both Parties to be a good faith request for negotiations pursuant to Section 252 of the

¹ The Parties' reservation of rights and positions regarding the Terms set forth in the Adoption Letter or otherwise, are incorporated by reference and restated as if fully set forth herein.

Act (or any successor provision), regardless of which Party made such request. If either Party makes such request, this Agreement may remain in effect for a period not to exceed three (3) months following the Termination Date, for the purpose of incorporating into the new agreement any arbitration decision or related order issued within three (3) months prior to the end of such nine (9) month period.

3. Except as otherwise expressly set forth herein, the Adopted Terms shall remain in full force and effect. In the event of any inconsistency between this Agreement and the Adopted Terms, this Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon execution by both Parties.*

GTE NORTHWEST INCORPORATED

ADVANCED TELCOM GROUP INC
(ATG)

By: Connie Nicholas

By: Kathryn L. Thomas

Name: Connie Nicholas

Name: Kathryn L. Thomas

Title: Assistant Vice President
Wholesale Markets-Interconnection

Title: VP- Regulatory & Public Policy

Date: February 21, 2000

Date: 2/29/00

*GTE has agreed to allow this Agreement to become effective upon execution in order to permit ATG to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. In light of this, ATG hereby agrees that its obligations as set forth in the Adopted Terms shall remain in effect notwithstanding the Commission's possible rejection of this Agreement.

