

June 29, 2005

Ms. Cheryl Walker  
Administrative Hearings Division  
Oregon Public Utility Commission  
550 Capitol Street N.E., Suite 215  
Salem, Oregon 97301

RE: ARB 97(2) Supplemental Filing

Dear Ms. Walker,

Pursuant to an agreement with Staff, Verizon is submitting a copy of the evergreen language contained in the Verizon Maryland/NUI agreement. Since Covad adopted terms and conditions of the Verizon Maryland/NUI agreement, and since that agreement is still in effect due to the evergreen language contained in section 2.1 of the agreement, the Commission should approve the agreement as filed. Please call me at (503) 645-7909 if you have any questions.

Sincerely,

Renee M. Willer  
Regulatory Manager  
Verizon Northwest Inc.

c: Celeste Hari – Oregon Public Utility Commission

## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") shall be deemed effective upon Commission approval pursuant to Section 252 of the Act (the "Effective Date"), between NUI Telecom, Inc. ("NUI"), a corporation organized under the laws of the State of New Jersey, with offices at 550 Route 202-206, Bedminster, NJ 07921 and Verizon Maryland Inc. ("Verizon"), a corporation organized under the laws of the State of Maryland with offices at 1 East Pratt Street, Baltimore, MD 21202 (Verizon and NUI may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### **GENERAL TERMS AND CONDITIONS**

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and NUI hereby agree as follows:

#### **1. The Agreement**

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

#### **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until September 19, 2004 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either NUI or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by

providing written notice of termination at least ninety (90) days in advance of the date of termination.

- 2.3 If either NUI or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either NUI or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section **Error! Reference source not found.**), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between NUI and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either NUI or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither NUI nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).