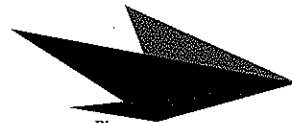


Voice | Data | Internet | Wireless | Entertainment



**EMBARQ™**

Embarq Corporation  
902 Wasco Street  
Hood River, OR 97031  
EMBARQ.com

December 15, 2006

Frances Nichols  
Administrative Hearings Division  
Oregon Public Utility Commission  
550 Capitol Street NE, Suite 215  
Salem, OR 97301-2551

Re: Amendment No. 2 to Interconnection, Collocation and Resale Agreement  
between Granite Telecommunications, LLC and United Telephone Company of  
Northwest d/b/a Embarq.

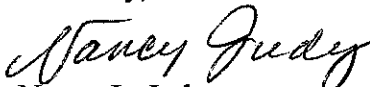
Dear Ms. Nichols:

Pursuant to Section 252 (a) and (e) of the Telecommunications Act of 1996 ("the Act"), enclosed for submission are the signed Request for Approval form and courtesy hard copy of Amendment No. 2 to Interconnection, Collocation and Resale Agreement between Granite Telecommunications, LLC and United Telephone Company of the Northwest, d/b/a Embarq. The companies request that the Commission approve this Amendment under Section 252(e) (1) and (2)(A) of the Act.

Electronic copies of the form and amendment have been filed with the Records Center on this date.

Should you have any questions concerning this submission or need additional information, please contact Barb Young at (541) 387-9850 or by email at [Barbara.C.Young@embarq.com](mailto:Barbara.C.Young@embarq.com).

Sincerely,

  
Nancy L. Judy

Enclosure

cc via email:

Director, Carrier Relations, Granite  
Eileen Heble, Contract Negotiator, Embarq

**Nancy L. Judy**  
STATE EXECUTIVE - OR & WA  
Voice: (541) 387-9265  
Fax: (541) 387-9753  
[nancy.judy@embarq.com](mailto:nancy.judy@embarq.com)

**CARRIER-TO-CARRIER AGREEMENT CHECKLIST**

**INSTRUCTIONS:** Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

<b>1. PARTIES</b>	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	Granite Telecommunications, LLC	United Telephone Company of the Northwest dba Embarq
Contact for Processing Questions:		
Name:	Geoff Cookman	Barbara Young
Telephone:	617-933-5521	541-387-9850
E-mail:	gcookman@granitenet.com	Barbara.C.Young@embarq.com
Contact for Legal Questions (if different):		
Name:		Tre Hendricks
Telephone:		541-387-9439
E-mail:		Tre.Hendricks@embarq.com
Other Persons wanting E-mail service of documents (if any):		
Name:		
E-mail:		

**2. TYPE OF FILING** NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

**Adoption:** Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB \_\_\_\_\_
- Parties to prior agreement \_\_\_\_\_ & \_\_\_\_\_
- Check one:
  - Adopts base agreement only; or
  - Adopts base agreement and subsequent amendments approved in Order No(s) \_\_\_\_\_

**New Agreement:** Seeks approval of new negotiated agreement.

- Does filing replace an existing agreement between the parties?
  - NO
  - YES, Docket ARB \_\_\_\_\_
- If filing involves Qwest Communications, does it utilize the terms of an SGAT?
  - NO
  - YES, Revision \_\_\_\_\_

**Amendment:** Amends an existing carrier-to-carrier agreement.  
Docket ARB 661

**Other:** Please explain.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT  
FOR THE STATE OF OREGON**

AMENDMENT NO. 2

This Amendment No. 2 ("Amendment"), effective November 1, 2006 is entered into by and between Granite Telecommunications, L.L.C. ("CLEC") and United Telephone Company of the Northwest, dba Embarq ("Embarq"). Embarq and CLEC may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, CLEC and Embarq, formerly known as "Sprint", entered into an Interconnection, Collocation and Resale Agreement dated April 25, 2005 ("Agreement"); and

WHEREAS, CLEC and Embarq desire to modify the Agreement to add terms, conditions and rates for newly developed products and services;

NOW THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

**1. TERMS AND CONDITIONS**

- 1.1. The Parties agree to delete section 44.2 of the Agreement in its entirety and replace it with the following language:

44.2 At CLEC's request, and if Technically Feasible, Embarq will test and report results on both conditioned and non-conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Embarq will provide Basic Testing at no additional charge. Optional Cooperative Testing and Joint Testing on Trouble ("Joint Testing") are performed only upon CLEC's request. To the extent CLEC requests testing that requires Embarq to purchase new equipment, establish new procedures, or training, or make systems modifications, CLEC will compensate Embarq for its costs incurred to purchase the new equipment, establish the new procedures or training, or make the systems modifications needed to provide such testing. CLEC requests for additional testing over and above Basic Testing, Optional Cooperative Testing or Joint Testing must be submitted pursuant to the BFR Process in section 41.

- 44.2.1. Basic Testing shall consist of simple metallic measurements only, performed by accessing the loop through the voice Switch. Basic Testing does not include efforts related to Optional Cooperative Testing or Joint Testing that require Embarq's technician to work jointly with CLEC's staff.
- 44.2.2. Optional Cooperative Testing is provided upon CLEC's request on service order activity (new installations) and will be provided by Embarq at CLEC's expense at the rates in Table One. The Embarq technician will contact CLEC's representative at the conclusion of installation. During the Optional Cooperative Testing, the Embarq technician will place a 'short' on the line at the Demarcation Point allowing the CLEC to test through their equipment to the Demarcation Point to insure continuity. If, in conducting the Optional Cooperative Testing, the Embarq technician is unable to contact the CLEC technician within three (3) minutes of placing the call, Embarq may, in its sole discretion, abandon the test and CLEC will be charged for the test.
- 44.2.3. Joint Testing is a service available to CLECs upon request for additional testing by the Embarq technician prior to closing a trouble report on an existing service. To complete the trouble report, the Embarq technician will report trouble status to the CLEC, and remain on line to joint test until the CLEC technician indicates that the Embarq technician is no longer required. If Embarq determines the trouble is within the Embarq network, no charges will be billed to the CLEC for the Joint Testing or for Trouble Isolation. If the Joint Testing shows that the trouble is not located within the Embarq network, Embarq will bill CLEC the Trouble Isolation Charge found in Table One and an incremental non-recurring charge of

twenty-five dollars (\$25.00) per quarter hour for the time spent conducting the Joint Testing. The Embarq technician will attempt to contact CLEC's representative to initiate Joint Testing on Trouble prior to closing the trouble report. If the Embarq technician is unable to contact the CLEC technician within three (3) minutes of placing the call to conduct the Joint Testing, Embarq may, in its sole discretion, abandon the test and the CLEC will be charged for one quarter-hour increment of time and a Trouble Isolation Charge, as long as Embarq determines the trouble is not located within the Embarq network.

**2. GENERAL**

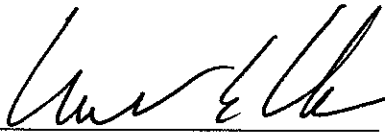
- 2.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 2.2. Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.
- 2.3. This Amendment No. 2 executed by authorized representatives of Embarq and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the year and day first written above.

**EMBARQ**

**CLEC**

By:



By:



Name:

William E. Cheek

Name:

Geoff Cookman

Title:

President – Wholesale Markets

Title:

Director – Carrier Relations

Date:

12/4/06

Date:

11/16/2006