

October 25, 2005

Ms. Cheryl Walker
Oregon Public Utility Commission
550 Capitol Street, N.E. Suite 215
Salem, Oregon 97130

Re: Amendment # 2 to the Interconnection Agreement between Integra Telecom of Oregon Inc. and Verizon Northwest Inc.

Dear Cheryl:

Attached for filing are the original and two copies of Amendment # 2 to the Agreement between Integra Telecom of Oregon Inc. and Verizon Northwest Inc., approved by the Commission in Docket ARB 271.

Please call me if you have any questions at 503/645-7909.

Sincerely,

Renee M. Willer
Sr. Staff Consultant

Attachments

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC.

and

INTEGRA TELECOM OF OREGON, INC.

For the State of Oregon

This Amendment No. 2 (the "Amendment") is made by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and Integra Telecom of Oregon, Inc., an Oregon corporation with offices at 1201 NE Lloyd Blvd, Suite 500, Portland, Oregon 97232 ("Integra"), and shall be deemed effective September 12, 2005 (the "Amendment Effective Date"). Verizon and Integra are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Oregon (the "State").

WITNESSETH:

WHEREAS, Verizon and Integra are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") effective August 24, 2000 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth in the Interim Rules Order and addressing the remanded issues raised in the D.C. Circuit Decision; and

WHEREAS, the Parties, pursuant to Section 252(a) of the Act, wish to amend the Agreement to incorporate the terms and conditions regarding Verizon's provision of routine network modifications pursuant to the TRO; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment to the TRO Amendment (including Exhibit A) attached hereto, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. *Intentionally left blank.*
3. Routine Network Modifications.
 - 3.1 General Conditions. In accordance with, but only to the extent required by, 47 C.F.R. §§ 51.319(a)(8) and (e)(5) (including, but not limited to, any lawful and effective orders of the Commission pursuant to those regulations), Verizon shall make such routine network modifications as are necessary to permit access by Integra to any unbundled network elements: (a) as to which Verizon is required by 47 C.F.R. §§ 51.319(a)(8) and (e)(5) to make routine network modifications, and (b) that Verizon is required to provide to Integra on an unbundled basis under the Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51.
 - 3.2 Nothing contained in this Amendment shall be deemed to require Verizon to provide on an unbundled basis any facility that Verizon is not otherwise required to provide on an unbundled basis under the Agreement, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
 - 3.3 Rates and Charges for Routine Network Modifications. Verizon may bill Integra, and Integra shall be obligated to pay Verizon, at the rates and charges provided for in the Pricing Attachment to this Amendment for any routine network modifications that Verizon is required to provide under this Amendment. For the avoidance of any doubt, this Amendment is intended to address only routine network modifications required by the TRO and is not intended to address any obligations Verizon may have to provide loop conditioning or line conditioning under the FCC's rules that pre-existed the TRO (collectively, "Conditioning"). Any rights and obligations the Parties may have as to Conditioning (including applicable rates and charges, if any) shall be as set forth in the Agreement.
4. Miscellaneous Provisions.
 - 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.
 - 4.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
 - 4.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Public Utility Commission of Oregon, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

INTEGRA TELECOM OF OREGON, INC.

VERIZON NORTHWEST INC.

By: J H H T

By: Jeffrey A. Masoner

Printed: JAMES H. HUESGEN

Printed: Jeffrey A. Masoner

Title: PRESIDENT

Title: Vice President – Interconnection Services

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. The Charges for any such "TBD" rate elements shall be the Charges required, approved, or permitted by the Public Utility Commission of Oregon or the FCC, provided such Charges are not subject to a stay issued by any court of competent jurisdiction. The Charges for any such "TBD" rate elements shall apply on a prospective basis only unless otherwise permitted by an order of the Public Utility Commission of Oregon.

1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service, if any, shall be mutually agreed to by the Parties in writing.

EXHIBIT A¹

OR NETWORK MODIFICATIONS FOR DS1 LOOPS - RATE ELEMENT	NON-RECURRING CHARGES
ENGINEERING QUERY ²	\$ TBD
ENGINEERING WORK ORDER ³	\$ TBD
EXPEDITE ENGINEERING QUERY ^{2,4}	\$ TBD
EXPEDITE ENGINEERING WORK ORDER ^{3,4}	\$ TBD
LINE AND STATION TRANSFER	\$ TBD
CLEAR DEFECTIVE PAIR	\$ TBD
REASSIGNMENT OF NON-WORKING CABLE PAIR	\$ TBD
BINDER GROUP REARRANGEMENT	\$ TBD
REPEATER - INSTALLATION	\$ TBD
APPARATUS CASE - INSTALLATION	\$ TBD
RANGE EXTENDERS - DS-1 Installation	\$ TBD
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	\$ TBD
SERVING TERMINAL - INSTALLATION / UPGRADE	\$ TBD
ACTIVATE DEAD COPPER PAIR	\$ TBD
MULTIPLEXER - 1/0 - INSTALLATION	\$ TBD
MULTIPLEXER - 1/0 - RECONFIGURATION	\$ TBD
MULTIPLEXER - 3/1 - INSTALLATION	\$ TBD
MULTIPLEXER - 3/1 - RECONFIGURATION	\$ TBD
MULTIPLEXER - OTHER - INSTALLATION	\$ TBD
MOVE DROP	\$ TBD
CROSS-CONNECTION - EXISTING FIBER FACILITY	\$ TBD
LINE CARD - INSTALLATION	\$ TBD
COPPER REARRANGEMENT	\$ TBD
CENTRAL OFFICE TERMINAL - INSTALLATION	\$ TBD
OTHER REQUIRED MODIFICATIONS	\$ TBD

¹ This Exhibit may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Amended Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Amended Agreement.

Furthermore, in accordance with the terms set forth in the attached Amendment, the absence or inclusion of a rate or rate element in this Exhibit shall not limit any right Verizon may have to bill Integra or any right Integra may have to challenge a bill from Verizon, or to limit any obligation of Integra to pay Verizon, for any rate or charge provided for in the Parties' underlying interconnection agreement.

² Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

³ Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

⁴ Expedite Charges apply in addition to other listed rates.