



20575 NW Von Neumann Drive,
Suite 150
Hillsboro, OR 97006

October 17, 2008

Ms. Cheryl Walker
Administrative Hearings
Oregon Public Utility Commission
550 Capitol Street NE, Suite 215
Salem, Oregon 97301-2551

Re: ARB 400 - Amendment No. 2 to the Agreement between Verizon Northwest Inc.
and PriorityOne Telecommunications, Inc.

Dear Ms. Walker:

Attached please find an original and two copies of an amendment to an interconnection
agreement between Verizon Northwest Inc. and PriorityOne Telecommunications, Inc.

If you have any questions concerning this filing, please contact me at 972-718-3418.

Sincerely,

Kim Douglass
Sr. Staff Consultant – Regulatory and Government Affairs
kimberly.a.douglass@verizon.com

Enclosures

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.**

1. PARTIES *Competitive Carrier* *Incumbent Local Exchange Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

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 approved by the Commission.

- Docket ARB
- Parties to prior agreement &

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC., F/K/A GTE NORTHWEST INCORPORATED

and

PRIORITYONE TELECOMMUNICATIONS, INC.

FOR OREGON

This Amendment No. 2 (this "Amendment") shall be deemed effective on October 10, 2008 (the "Amendment Effective Date") by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and PriorityOne Telecommunications, Inc., ("PriorityOne"), an Oregon corporation with offices at 808 Adams Avenue, La Grande, OR 97850. (Verizon and PriorityOne may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment covers services in the State of Oregon (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated January 29, 2002, (the "Adoption Letter"), PriorityOne adopted in the State of Oregon, the terms of the interconnection agreement between Integra Telecom of Oregon Inc. and Verizon that was approved by the Oregon Public Utility Commission (such Adoption Letter and underlying adopted interconnection agreement, as amended by any subsequent amendments, are referred to herein collectively as the "Agreement"); and

WHEREAS, PriorityOne has requested that the Parties amend the Agreement to address the matters set forth herein.

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

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, the Pricing Attachment and Exhibit A attached hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. General Conditions.
 - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs") and Combinations under the terms of the Amended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and (b) Verizon may decline to provide (and, as applicable, cease providing) access to UNEs and Combinations to PriorityOne under the terms of the Amended Agreement to the extent that provision of access to such UNEs or Combinations is not required by 47 U.S.C. §

251(c)(3) or is not required by 47 C.F.R. Part 51 (including, but not limited to, where any order for, or provision of, unbundled access to a network element would conflict with a non-impaired Wire Center designation set forth in a list of non-impaired Wire Centers that Verizon makes or has made available to PriorityOne by notice and/or by publication on Verizon's wholesale website or that otherwise conflicts with the non-impairment criteria set forth in the TRRO).

- 2.2 To the extent Verizon is required to provide a UNE or Combination under this Amendment, PriorityOne may use such UNE or Combination only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE or Combination to PriorityOne.
- 2.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is or becomes obligated to provide to PriorityOne pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a UNE or Combination (or related service) that, as of the Amendment Effective Date, Verizon is not required to provide to PriorityOne under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, the rates, terms, conditions for such UNE or Combination (or related service) shall be as provided in an applicable Verizon Tariff or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties in a written amendment to the Amended Agreement.
- 2.4 Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Facilities, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's past or future exercise of any pre-existing right it may have under the Agreement to cease providing unbundled access to elements and facilities that are or become Discontinued Facilities.

3. Routine Network Modifications.

- 3.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to the conditions set forth in Section 2 above:
 - 3.1.1 Verizon shall make such routine network modifications as are necessary to permit access by PriorityOne to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport) at the rates set forth in the Pricing Attachment hereto where the facility has already been constructed. Verizon shall perform routine network modifications in a nondiscriminatory fashion without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications of, any carrier. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; attaching electronic and other equipment that Verizon ordinarily attaches to a DS1 loop to activate such loop for its own customer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities,

if any, needed to enable PriorityOne to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

- 3.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of those Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.
- 3.3 Nothing contained in this Section 3 shall be deemed to require Verizon to provide on an unbundled basis any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis.

4. Miscellaneous Provisions.

- 4.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition 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 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 4.3 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.
- 4.4 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 condition of this Amendment.
- 4.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 4.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

- 4.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 4.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 4.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:
- 4.9.1 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of PriorityOne or a third party are not Dark Fiber Transport.
- 5.9.2 Dedicated Transport. Dedicated Transport is a Verizon DS1- or DS3-capacity transmission facility, within a LATA, between Verizon Wire Centers or switches (as identified in the LERG) that is dedicated to a particular customer or carrier. For avoidance of any doubt, Verizon shall not be required to provide unbundled access to any form of Dedicated Transport that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (including, but not limited to, any Dedicated Transport that does not connect a pair of Verizon Wire Centers).
- 5.9.3 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to PriorityOne on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (whether under the Agreement, a Verizon tariff, or a Verizon SGAT), but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 5.9.4 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 5.9.5 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 5.9.6 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, having a total digital signal speed of 1.544 megabytes per second, that Verizon is required to provide (if at all) under the Amended Agreement, including, but not limited to (to the extent Verizon is required to provide them under the Amended Agreement), two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 5.9.7 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, having a total digital signal speed of 44.736 megabytes per second that Verizon is required to provide (if at all) under the Amended Agreement.

5.9.8 Wire Center. As set forth in 47 C.F.R. § 51.5, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in the Appendix to Part 36 of Chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

PRIORITYONE TELECOMMUNICATIONS, INC.

By: _____



Oct. 13, 2008

Printed: Kelly Mutch

Title: President

VERIZON NORTHWEST INC.

By: _____



Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services

PRICING ATTACHMENT TO AMENDMENT NO. 2

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Exhibit A to this Pricing Attachment. For rate elements provided in Exhibit A to this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify PriorityOne in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill PriorityOne, and PriorityOne shall pay to Verizon, for Services provided under this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to PriorityOne pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A to this Pricing Attachment immediately after Verizon sends such notice to PriorityOne and thereafter.
- 1.5 The Charges stated in Exhibit A to this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A to this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amendment or the Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Regulatory Review of Prices

Notwithstanding any other provision of this Amendment or the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

