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January 17, 2006

VIA E-FILING AND U.S. MAIL

Cheryl Walker
Oregon Public Utility Commission
PO Box 2148
Salem OR 97308-2148

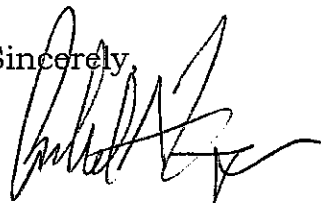
Re: Docket No. ARB 568; Traffic Exchange Agreement Amendment
Between People's Telephone Co. and Sprint Spectrum L.P./Nextel
Operations, Inc.

Dear Ms. Walker:

The purpose of this Amendment is to add Nextel to the previously approved Traffic Exchange Agreement. Pursuant to the requirements of OAR 860-016-0020(3), enclosed you will find the completed Carrier-to-Carrier Agreement Checklist. Pursuant to OAR 860-016-0020(4), copies of the Checklist, Amendment and this letter have been provided by electronic mail.

Also enclosed are the original and two copies of the Amendment. This should complete the filing requirements contained in OAR 860-016-0020. If there is anything else that needs to be done, please let me know.

Sincerely,



RICHARD A. FINNIGAN

RAF/km
Enclosures

cc: Jack Weyforth (w/o encl.)
Don Lawrence (w/o encl.)

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 *Requesting Carrier* *Affected 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 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 same parties?
 - NO
 - YES, Docket ARB

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

- Docket ARB

Other: Please explain.

TRAFFIC EXCHANGE AGREEMENT AMENDMENT

THIS TRAFFIC EXCHANGE AGREEMENT AMENDMENT (the "Amendment"), is entered into by and between People's Telephone Co. ("Company"), and Sprint Spectrum L.P. ("Sprint Spectrum") and Nextel Operations, Inc., a Delaware corporation, acting in its authority as agent for the benefit of Nextel West Corp., a Delaware corporation ("Nextel"). Sprint Spectrum and Nextel are hereinafter collectively referred to as "Sprint." This Amendment is effective as of the 1st day of December, 2005 (the "Effective Date"). The term "Party" shall refer to Company, Nextel and Sprint in their individual capacities and, the term "Parties" shall refer to Company, Nextel and Sprint collectively. This Amendment is to that certain Traffic Exchange Agreement dated as of January 1, 2004 ("Agreement").

RECITALS

1. Since the execution of the Agreement, Sprint Spectrum and Nextel have merged. The purpose of this Amendment is to add Nextel to the Agreement.

Based upon the foregoing, and the promises and benefits contained herein, the Parties hereby agree as follows:

AMENDMENT

1. The Agreement is hereby amended to include an attachment to be used for the traffic exchanged for the former Nextel operations, which attachment is attached hereto, and is included herein as though set forth in full, as "Attachment 2."

2. The ratios and rates set out on Attachment 2 shall be used by the Parties for the calculation of compensation related to the traffic exchanged between the Parties that originates from or terminates to NPA/NXX combinations related to the operations of Nextel operating under Operating Company Numbers 6232 and 553A. Invoices for the net billing of the Nextel and Company's usage shall be separate from the Sprint PCS usage and be rendered to the billing address as provided by Nextel in Exhibit 1 to this Amendment.

3. In all other respects, the Agreement remains in full force and effect.

4. This Amendment shall be filed with the appropriate state commission as an Amendment to the Agreement.

Entered into as of the Effective Date set forth above.

People's Telephone Co.

By: Don Lawrence
Don Lawrence

Its: President

Sprint

By: W. Richard Morris
W. Richard Morris

Its: Vice-President External Affairs

EXHIBIT 1

BILLING ADDRESS

Nextel
2003 Edmund Halley Drive
Bldg E
Reston, VA 20191

Attachment 2 Rates

1.	<u>Traffic Factors</u>	
	Land-to-Mobile	.40
	Mobile-to-Land	.60
2.	<u>Net Balance of Traffic</u>	.20
3.	<u>Usage Factors</u>	
	Percent Local Usage (PLU)	.98
	Inter MTA Factor*	.02
4.	<u>Compensation Rates</u>	
	Local Call Termination Rate	\$.019 per minute of use
	InterMTA Usage Termination Rate	Per Access Service Tariff
	IntraState Switched Access	0.0581**
	InterState Switched Access	NECA Band 8*

*This factor will be applied as 50% interstate usage and 50% intrastate usage.

**Rates will change as tariff changes are made. Company will inform Nextel at the time tariff changes occur.