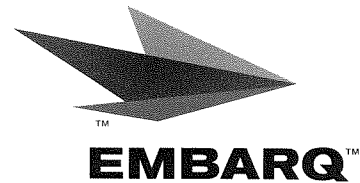


Voice | Data | Internet | Wireless | Entertainment



Embarq
Mailstop: KSOPKJ0401
5454 West 110th Street
Overland Park, KS 66211
EMBARQ.com

December 22, 2006

Office of the Secretary
ATTN: Data Center
Missouri Public Service Commission
P O. Box 360
200 Madison Street, Suite 650
Jefferson City, Missouri 65102

Re: Amendment No. 2 to The Master Interconnection, Collocation, and Resale Agreement By and Between Embarq Missouri, Inc. and Granite Telecommunications LLC, Case No. IK-2005-0438

Dear Ms. Dale:

Please find attached for filing with the Commission, Amendment No. 2 to the above referenced Interconnection Agreement, which was previously approved by the Commission in Case No. IK-2005-0438.

Amendment No. 2 is intended to incorporate changes made to Section 44.2 of the Original Agreement. This Amendment to the Original Agreement has been added as a result of negotiation and compromise between the parties and has been duly signed by both parties. There are no outstanding issues involving the limited subject matter of the Amendment that require the assistance of mediation or arbitration.

If you have any questions or comments regarding Embarq's Amendment, please do not hesitate to contact me at 913-345-6193.

Very truly yours,

Linda K. Gardner

LG/cc
Enclosure

Linda K. Gardner
SENIOR COUNSEL - STATE REGULATORY
Voice: (913) 345-6193
Fax: (913) 523-9837
linda.gardner@embarq.com

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

In Re: Amendment No. 2 to The Master)
Interconnection Collocation and Resale) Case No. _____
Agreement By and Between Embarq)
Missouri, Inc. and Granite)
Telecommunications L. L. C. Pursuant to)
Sections 251 and 252 of the)
Telecommunications Act of 1996.

**APPLICATION OF EMBARQ MISSOURI, INC. FOR APPROVAL
OF AMENDMENT NO. 2 TO THE INTERCONNECTION, COLLOCATION
AND RESALE AGREEMENT**

COMES NOW, Embarq Missouri, Inc., d/b/a Embarq ("Embarq") and files its Application for Approval of Amendment No. 2 to the Interconnection, Collocation and Resale Agreement ("Amendment") between Granite Telecommunications L. L. C. ("Granite") and Embarq Missouri, Inc. pursuant to the Telecommunications Act of 1996 (the "Federal Act") and 4 CSR 240.3.513(6). In support of its application, Embarq states the following:

I. APPLICANT

Embarq is a Missouri corporation with offices at 319 Madison, Jefferson City, Missouri 65102. Embarq is authorized to transact business within the State of Missouri and is authorized by the Missouri Public Service Commission ("Commission") to provide basic local and interexchange telecommunications service within the state.

Embarq was originally incorporated in Missouri in 1929 as The United Telephone Company. A restatement of its certification was received in Case No. TA-88-87. Embarq has received all necessary Commission and Secretary of State approvals for subsequent name changes and is a corporation in good standing in the State of Missouri.

Evidence of proper name registrations was most recently provided to this Commission in Case No. TO-97-53 (Re: United Telephone Company of Missouri's Adoption Notice Designed to Change the Company's Name to United Telephone Company of Missouri d/b/a Sprint), Case No. TO-98-107 (Application of United Telephone Company of Missouri d/b/a Sprint for Approval of Name Change to Sprint Missouri, Inc.) and Case No. TN-2006-0416 (Re Name Change Request of Sprint Missouri, Inc., to Embarq Missouri, Inc., d/b/a Embarq). Embarq requests that the information in those cases be incorporated herein by reference. To Embarq's knowledge there are no overdue assessments or annual reports nor are there any pending actions or final unsatisfied judgments or decisions against it involving customer service or rates occurring within the last three years.

II. AMENDMENT NO. 2 TO THE ORIGINAL INTERCONNECTION AND RESALE AGREEMENT

Embarq presents to the Commission its application pursuant to the terms of the Federal Act. Embarq Missouri, Inc., a Missouri corporation, and Granite Telecommunications, L. L. C., a Missouri CLEC entered into an Interconnection, Collocation and Resale Agreement dated April 25, 2005, with Amendment No. 1 submitted to the Commission on August 4, 2005. Embarq and Granite have agreed to Amendment No. 2 to that Agreement (Attachment 1). There are no outstanding issues related to the Amendment between the parties that require the assistance of mediation or arbitration.

III. STANDARD FOR REVIEW

The statutory standard of review under Section 252(e) of the Act states:

- (e) Approval by State Commission
 - (1) Approval Required. Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the state commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.
 - (2) under subsection (a) if it finds Grounds for Rejection. The State commission may only reject.
 - (A) an agreement (or any portion thereof) adopted by negotiation that:
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or...

Embarq further states that the Amendment is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choice for the consumer. The Amendment does not discriminate against other carriers who are not a party to the Amendment because the terms of the Amendment are equally available to any other carrier.

IV. REQUEST FOR APPROVAL

Embarq seeks the Commission's approval of the Amendment, consistent with the provisions of the Federal Act. Embarq and Granite believe that the implementation of this Amendment complies fully with Section 252(e) of the Federal Act because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Amendment promotes diversity

in providers, provides interconnectivity, and increases customer choices for telecommunications services.

Embarq and Granite respectfully request that the Commission grant approval of the Amendment, without change, suspension or other delay in its implementation.

V. CONCLUSION

WHEREFORE, for the foregoing reasons, Embarq requests that the Commission approve Amendment No. 2 to the Master Interconnection, Collocation and Resale Agreement between Embarq Missouri, Inc. and Granite.

Respectfully submitted,



Linda K. Gardner, MO Bar 32224
5454 West 110th Street
Mailstop: KSOPKJ0401
Overland Park, KS 66211
Phone: 913-345-6193
Fax: 913-397-3598
Email: Linda.gardner@Embarq.com

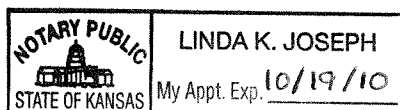
VERIFICATION

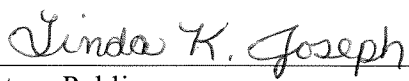
I, Linda K. Gardner, an attorney and duly authorized representative of Embarq Missouri, Inc. hereby verify and affirm that I have read the foregoing Application of Embarq Missouri, Inc. For Approval of a Master Interconnection, Collocation and Resale Agreement, and that the statements contained therein are true and correct to the best of my information and belief.



Linda K. Gardner

Subscribed and sworn to before me on this 22nd day of December, 2006.




Notary Public

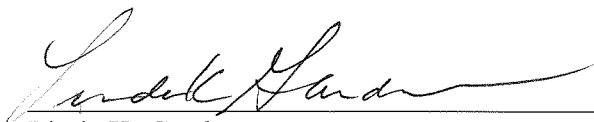
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 22nd day of December, 2006, a copy of the above and foregoing Application for Approval of a Master Interconnection, Collocation and Resale Agreement was served by U.S. Mail, postage prepaid and or email or facsimile to each of the following:

Office of the Public Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, Missouri 65101

Geoff Cookman
Granite Telecommunications
100 Newport Avenue Ext
Quincy, MA 02170

Office of the General Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, Missouri 65101


Linda K. Gardner

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

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 Embarq Missouri, Inc., 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

By:



Name:

William E. Cheek

Title:

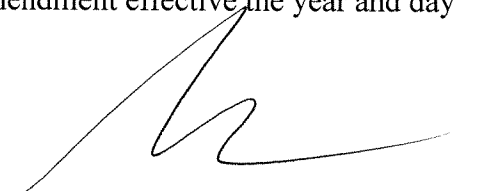
President – Wholesale Markets

Date:

12/4/06

CLEC

By:



Name:

Geoff Cookman

Title:

Director – Carrier Relations

Date:

11/16/2006