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Embarq Corporation  
240 N. 3rd Street, Suite 201  
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June 7, 2007

**VIA HAND DELIVERY**

Mr. James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: Joint Application for Approval of Amendment No. 1 to Master Interconnection & Resale Agreement between The United Telephone Company of Pennsylvania d/b/a Embarq Pennsylvania and Comcast Phone of Pennsylvania, LLC d/b/a Comcast Digital Phone - Docket No. A-311019

Dear Secretary McNulty:

The United Telephone Company of Pennsylvania *d/b/a* Embarq Pennsylvania ("Embarq PA") submits this Letter for Approval and Filing of the attached, executed, true and correct Amendment No. 1 to the Master Interconnection & Resale Agreement ("Agreement") between Embarq PA and Comcast.

A copy of this letter and the attached Agreement are simultaneously served via first class mail upon persons listed as proper recipients of notices to and on behalf of Comcast. If you have any questions, please call me.

Sincerely,



Sue Benedek

ZEB/jh

Enclosures

cc: Beth Choroser (*w/enclosures*)(Comcast)  
Kathryn Feeney (*w/enclosures*)

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**AMENDMENT NO. 1 TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
COMCAST PHONE OF PENNSYLVANIA LLC  
AND  
THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA**

This Amendment, effective the 7<sup>th</sup> day of May, 2007, by and between Comcast Phone of Pennsylvania, LLC. d/b/a Comcast Digital Phone, a Delaware Limited liability Company, ("CLEC") and The United Telephone Company of Pennsylvania, a Pennsylvania corporation, ("Embarq").

**BACKGROUND**

CLEC and Embarq entered into an Interconnection Agreement on May 5, 2005 for the state of Pennsylvania (the "Agreement").

Embarq is willing to establish new bi-directional trunking and convert CLEC's directionalized trunking arrangements to bi-directional trunking arrangements and to implement bi-directional trunking (Rate Code 16 trunks). CLEC wants to establish new bi-directional trunking or convert certain trunking arrangements from directionalized to bi-directional trunking.

In consideration of the terms and conditions contained in this Amendment No. 1, the Parties agree to the following:

**1. AMENDMENT**

- 1.1 The Parties understand that implementation of bi-directional trunking and the conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan, to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the establishment and conversion of trunking arrangements (the "Bi-directional Trunking Plan").
- 1.2 The Parties agree that new bi-directional trunking and the trunks to be converted from directionalized to bi-directional arrangements will be identified in the Bi-directional Trunking Plan .
- 1.3 CLEC agrees to convert tandem R.C. 12 and 14 as well as end office R.C. 12 and 14 trunks (which subtend the tandem) as identified in the Conversion Plan(s) to

R.C. 16 Bi-directional Trunking. The Parties agree that these trunks will be identified in Bi-directional Trunking Plan (s).

1.4 In addition to applicable tariff/contract rates, CLEC agrees to pay the conversion charges listed in Table 1 to compensate Embarq for the labor involved in conversion.

1.5 Section 51 will be deleted and replaced with the following Section 51.

51 Local Interconnection Trunk Arrangement

51.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

51.1.1 The Parties shall make available to each other two-way (bi-directional) trunks or one-way directionalized trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

51.1.1.1 The Parties agree to use two-way bi-directional trunks absent engineering or billing issues. Upon request of either Party, the Parties shall initiate planning for the transition from directionalized one-way trunks to two-way bi-directional trunking absent engineering or billing issues. The Parties shall transition all one-way directionalized trunks established under this Agreement. The Parties shall make commercially reasonable efforts to complete the transition within six months of either Party's request to initiate planning for the transition.

2. GENERAL

2.1 Other than as set forth above, the Agreement remains unchanged and in full force and effect.

2.2 Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.

2.3 This Amendment No. 1 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 No. 1 the year and day first written above.

**Embarq**

**CLEC Comcast Phone of Pennsylvania**

By: 

By: 

Name (typed): William E. Cheek

Name (typed): Susan Jin-Davis

Title: *President - Wholesale Markets*

Title: Vice President - Corp Dev

Date: 5/7/07

Date: 05/01/07

**Table 1: Bi-Directional Trunking Conversion Charge per T1 Facility**  
(Conversion from Uni-directional to Bi-Directional Trunks)

<b>STATE</b>	<b>NRC (per T1)</b>
FL	\$ 33.94
IN	\$ 28.10
KS	\$ 32.76
MN	\$ 31.86
MO	\$ 32.55
NC-C	\$ 34.71
NC-CT&T	\$ 35.42
NE	\$ 32.77
NJ	\$ 32.21
NV	\$ 41.98
OH	\$ 32.87
OR	\$ 30.92
PA	\$ 33.85
SC	\$ 33.38
TN	\$ 33.43
TX-C	\$ 32.33
TX-U	\$ 32.39
VA-C	\$ 32.95
VA-U	\$ 32.29
WA	\$ 32.36
WY	\$ 32.77