



Embarq Corporation
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October 14, 2009

VIA ELECTRONIC FILING

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

Re: Joint Application for Approval of a Master Interconnection, Collocation and Resale Agreement between The United Telephone Company of Pennsylvania LLC d/b/a Embarq and Metropolitan Telecommunications Company of PA
Docket No. A-

Dear Secretary McNulty:

The United Telephone Company of Pennsylvania LLC d/b/a Embarq ("Embarq") submits this Letter for Approval and Filing of the attached, executed, true and correct Master Interconnection, Collocation and Resale Agreement ("Agreement") between Embarq and Metropolitan Telecommunications Company of PA d/b/a MetTel ("MetTel").

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

Sincerely,

Sue Benedek

SB/jh

Enclosures

cc: David Aronow, President (*on behalf of MetTel*)
Andoni Economou, Executive Vice President (*on behalf of MetTel*)
Lynda Cleveland (*on behalf of Embarq*)

Zsuzsanna E. Benedek
SENIOR COUNSEL
Voice: (717) 245-6346
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**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF PENNSYLVANIA**

Metropolitan Telecommunications Corporation of PA

and

The United Telephone Company of Pennsylvania LLC d/b/a Embarq

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications Corporation of PA ("CLEC") a Pennsylvania CLEC, and The United Telephone Company of Pennsylvania LLC d/b/a Embarq ("Embarq"), a Pennsylvania limited liability company, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of Pennsylvania. Embarq and CLEC may be referred to individually as a "Party" and together as the "Parties."

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the State of Pennsylvania entered into by and between Embarq and Granite Telecommunications, LLC, dated September 25, 2008 ("Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC. Embarq shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The End Date of this Agreement is September 25, 2010, which corresponds with the End Date of the Adopted Agreement.

4. **NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to Director, Contract Management
Embarq: Embarq
 9300 Metcalf
 KSOPKB0402-413
 Overland Park, KS 66212

If to David Aronow
CLEC: President
 Metropolitan Telecommunications
 44 Wall Street, 6th Floor
 New York, NY 10005
 (Tel) 212-607-2003
 (fax) 212-635-5074
 email: daronow@mettel.net

With a Senior Attorney
copy to: Embarq External Affairs
 240 N. 3rd St.
 Suite 200
 MS: PAHRSG01-216
 Harrisburg, PA 17101


With a Andoni Economou
copy to: Executive Vice President
 Metropolitan Telecommunications
 44 Wall Street, 6th Floor
 New York, NY 10005
 (Tel) 212-607-2004
 (Fax) 212-635-5074
 email: aeconomou@mettel.net

5. **MISCELLANEOUS**


- 5.1 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 this Agreement and the Adopted Agreement, this Agreement will control.
- 5.2 This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Embarq”

By: 
Name : Michael R. Hunsucker
Title: Director, Contract Management
Date: 9-10-09

“CLEC”

By: 
Name: David Aronow
Title: President
Date: 8-24-09