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October 16, 2009

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

Missouri Public Service Commission
Governor Office Building
200 Madison
P.O. Box 360
Jefferson City, MO 65102-0360

Re: Interconnection, Collocation, and Resale Agreement by and between Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel and Embarq Missouri, Inc.

Dear Secretary:

Embarq Missouri, Inc. d/b/a Embarq ("Embarq") submits this adoption notice for approval of an Interconnection, Collocation and Resale Agreement between Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel ("CLEC") and Embarq pursuant to the provisions found in 4 CSR 240-3.513(4)(A).

This agreement, to be adopted by CLEC in its entirety, is the same agreement previously approved by the Commission in Case No. TK-2009-0241, In Re: Interconnection, Collocation and Resale Agreement by and Between Granite Telecommunications LLC and Embarq Missouri, Inc., Order issued January 15, 2009; effective January 25, 2009.

If you have any questions or concerns, please contact us.

Respectfully,

Craig T. Smith Bar No. 27793
5454 West 110th Street
Mailstop: KSOPKJ0401
Overland Park, KS 66211
Phone: 913-345-6691
Fax: 913-323-4458
Email: craig.t.smith@embarq.com

Enclosure

Craig T. Smith
SENIOR COUNSEL
Voice: (913) 345-6691
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**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF MISSOURI**

Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel

and

Embarq Missouri, Inc.

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel ("CLEC") a Missouri CLEC, and Embarq Missouri, Inc. ("Embarq"), a Missouri corporation, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of Missouri. 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 Missouri entered into by and between Embarq and Granite Telecommunications, LLC, dated November 5, 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 November 5, 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
 400 W. 15th St.
 Suite 1400
 MS: TXAUST14-1414
 Austin, TX 78701

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 :

Title:

Date:



Michael R. Hunsucker

Director, Contract Management

9-10-09

"CLEC"

By: _____

Name:

Title: President

Date:



David Aronow

President

8-24-09