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EMBARQ®

Embarq
Mailstop: ORHDRA0412
902 Wasco
Hood River, OR 97031
embarq.com

September 24, 2009

Ms. Cheryl Walker
Oregon Public Utility Commission
550 Capitol Street NE #215
P.O. Box 2148
Salem, OR 98504

Re: Interconnection, Collocation and Resale Agreement between Metropolitan
Telecommunications of Oregon, Inc. d/b/a MetTel and United Telephone
Company of the Northwest d/b/a Embarq.

Dear Ms. Walker:

Pursuant to Section 252(a) and (e) of the Telecommunications Act of 1996 ("the Act") enclosed for submission are one original and two (2) copies of the fully executed Interconnection, Collocation and Resale Agreement between Metropolitan Telecommunications of Oregon, Inc. d/b/a MetTel and United Telephone Company of the Northwest d/b/a Embarq. Metropolitan Telecommunications of Oregon, Inc is adopting the Master Interconnection, Collocation and Resale Agreement (ARB 874) between Granite Telecommunications, LLC and Embarq.

Electronic copies of the form and agreement have been filed with the Records Center on this date.

Should you have any questions concerning this submission or need additional information, please contact Rhonda Kent at (360) 905-7354 or rhonda.kent@centurytel.com .

Sincerely,

Rhonda Kent

Enclosure

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

	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	Metropolitan Telecommunications of Oregon, Inc. d/b/a MetTel	United Telephone Company of the Northwest d/b/a Embarq
Contact for Processing Questions:		
Name:	David Aronow	Rhonda Kent
Telephone:	212-607-2003	360-905-7354
E-mail:	daronow@mettel.net	rhonda.kent@centurytel.com
Contact for Legal Questions (if different):		
Name:	Andoni Economou	Tre Hendricks
Telephone:	212-607-2004	360-905-5949
E-mail:	aeconomou@mettel.net	tre.hendricks@embarq.com
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 approved by the Commission.
 - Docket ARB 874
 - Parties to prior agreement United Telephone Company of the NW, dba Embarq & Granite Telecommunications LLC

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB 712

Amendment: Amends an existing carrier-to-carrier agreement.
Docket ARB _____

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

FOR THE STATE OF OREGON

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

and

United Telephone Company of the Northwest d/b/a Embarq

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications of Oregon, Inc. d/b/a MetTel ("CLEC") an Oregon CLEC, and United Telephone Company of the Northwest d/b/a Embarq ("Embarq"), an Oregon corporation, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of Oregon. 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 Oregon entered into by and between Embarq and Granite Telecommunications, LLC, dated January 30, 2009 ("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 January 30, 2011, which corresponds with the End Date of the Adopted Agreement.

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

FOR THE STATE OF OREGON

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

and

United Telephone Company of the Northwest d/b/a Embarq

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3. TERM:

The End Date of this Agreement is January 30, 2011, 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
 902 Wasco St.
 MS: ORHDRA04-436
 Hood River, OR 97031

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”

“CLEC”

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

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