

**Ruth Nettles**

090454-TP

**From:** Cooper, Roberta G[EQ] [Roberta.G.Cooper@Embarq.com]  
**Sent:** Monday, September 21, 2009 4:46 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Susan Masterton  
**Subject:** Notice of Adoption of EQ and Granite IUCRA by Metropolitan et al  
**Attachments:** Adoption of Granite and EQ IUCRA by Metropolitan 9-21-09.pdf

**Filed on Behalf of:** **Susan S. Masterton**  
**Senior Counsel**  
**Embarq**  
**1313 Blair Stone Road**  
**Tallahassee, FL 32301**  
**Telephone: 850/599-1560**  
**Email: susan.masterton@embarq.com**

**Docket No.**     N/A    

**Title of filing:** Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between Granite Telecommunications and Embarq Florida, Inc. by Metropolitan Telecommunication of Florida, Inc. d/b/a MetTel

**Filed on behalf of:** **Embarq**

**No of pages:**     3    

**Description:** Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between Granite Telecommunications and Embarq Florida, Inc. by Metropolitan Telecommunication of Florida, Inc. d/b/a MetTel

**Roberta G. Cooper**  
Legal Secretary to Susan Masterton and Jeanne Stockman  
Voice: 850-599-1563 | Fax: 850-878-0777  
Email: [Roberta.G.Cooper@embarq.com](mailto:Roberta.G.Cooper@embarq.com)  
1313 Blair Stone Road | Tallahassee, Florida 32301  
Mailstop: FLTLHO0201

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DOCUMENT NUMBER-DATE

09755 SEP 21 08

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**EMBARQ™**

Embarq  
Mailstop: FLTLH00102  
1313 Blair Stone Rd  
Tallahassee, FL 32301  
embarq.com

September 21, 2009

**FILED ELECTRONICALLY**

Ms. Ann Cole  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between Granite Telecommunications and Embarq Florida, Inc. by Metropolitan Telecommunication of Florida, Inc. d/b/a MetTel

Dear Ms. Cole:

Embarq Florida, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Metropolitan Telecommunication of Florida, Inc. d/b/a MetTel of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by Granite Telecommunications and Embarq Florida, Inc., which was filed with the Commission in Docket No. 080658. Metropolitan Telecommunication of Florida, Inc. d/b/a MetTel is adopting the agreement as provided by Section 252(i) of the Telecommunications Act of 1996.

If you have any questions on this matter, please contact me at 850-599-1560.

Sincerely,

Susan S. Masterton

cc: Metropolitan Telecommunication of Florida, Inc. d/b/a MetTel  
Andoni Economou  
44 Wall Street, 6<sup>th</sup> Floor  
New York, NY 10005

Enclosure

Susan S. Masterton  
SENIOR COUNSEL  
Voice: (850) 599-1560  
Fax: (850) 878-0777  
susan.masterton@embarq.com

DOCUMENT NUMBER-DATE

09755 SEP 21 09

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**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

**FOR THE STATE OF FLORIDA**

**Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel**

**and**

**Embarq Florida, Inc.**

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel ("CLEC") a Florida CLEC, and Embarq Florida, Inc. ("Embarq"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of Florida. 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 Florida entered into by and between Embarq and Granite Telecommunications, LLC, dated October 15, 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 October 15, 2010, which corresponds with the End Date of the Adopted Agreement.

DOCUMENT NUMBER - DATE  
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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, 6<sup>th</sup> 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  
1313 Blairstone Rd.  
MS: FLTLHO0202-213  
Tallahassee, FL 32301

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

5. MISCELLANEOUS

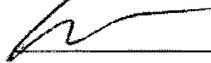
- 5.1 Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of this Agreement and the Adopted Agreement, this Agreement will control.
- 5.2. This Agreement, executed by authorized representatives of Embarq and CLEC, is 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