



Ryan P. Taylor  
Director - Regulatory NH  
770 Elm Street, 1<sup>st</sup> Floor  
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November 08, 2012

Ms. Debra A. Howland  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, New Hampshire 03301



**Re: Amendment No. 2 to Interconnection Agreement with Level 3**

Dear Ms. Howland:

Enclosed for filing under Section 252(e) of the Telecommunications Act of 1996 is Amendment No. 2 to the Interconnection Agreement between Northern New England Telephone Operations LLC d/b/a FairPoint Communications ("FairPoint") and Level 3 Communications, LLC.

Please let me know if you have any questions. And please return the copy of this filing marked "Duplicate" with your stamp of receipt.

Sincerely,

A handwritten signature in blue ink that reads "Ryan P. Taylor".

Ryan P. Taylor

cc: Office of Consumer Advocate

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC  
D/B/A FAIRPOINT COMMUNICATIONS**

**and**

**LEVEL 3 COMMUNICATIONS, LLC**

This Amendment No. 2 (this "Amendment No. 2"), effective March 1, 2012 (the "Effective Date"), is entered into by and between Northern New England Telephone Operations LLC d/b/a FairPoint Communications ("FairPoint") and Level 3 Communications, LLC ("Level 3"). The parties hereto may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, Verizon New England Inc. ("Verizon") and Level 3 entered into an Interconnection Agreement for the State of New Hampshire pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended, dated November 1, 2000 (the "Agreement").

WHEREAS, effective April 1, 2004, Verizon and Level 3 entered into Amendment No. 1 to the Agreement ("Amendment No. 1").

WHEREAS, upon the acquisition of certain telecommunications assets in New Hampshire from Verizon in 2008, FairPoint assumed the rights and obligations of Verizon under the Agreement.

WHEREAS, FairPoint and Level 3 now desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party to the other, FairPoint and Level 3 agree as follows:

1. References to Verizon. All references to Verizon in the Agreement are hereby changed to FairPoint.
2. Attachment A to Amendment No. 1. Attachment A to Amendment No. 1 is hereby deleted in its entirety and replaced with Attachment A hereto.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives on the dates set forth below to be effective as of the Effective Date.

**LEVEL 3 COMMUNICATIONS, LLC**

By: 

Name: Andrea Pierantozzi

Title: VP Product Management

Date: 9/25/12

**NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC  
D/B/A FAIRPOINT COMMUNICATIONS**

By: 

Name: Michael T Skrivon

Title: VP Regulatory

Date: 10-11-12

## Attachment A

1. **Definitions.** For the purposes of this Attachment, the following terms shall have the meanings provided below.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).

1.2 "End User" means any third party purchaser of services provided by either of the Parties. A carrier that sends tandem traffic to either party pursuant to Section 12 of the Agreement is not an end user.

1.3 "Effective Date" means March 1, 2012.

1.4 "End Office" means the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

1.5 "ISP-Bound Traffic" means any Telecommunications traffic originated on the public switched telephone network on a dial-up basis that is transmitted to an internet service provider at any point during the duration of the transmission.

1.6 "Local Calling Area" or "LCA" means a geographical area, as defined by the applicable incumbent local exchange carrier's local or general services tariff, in which an end user may complete a call without incurring toll charges.

1.7 "Local Traffic" means calls, including calls that are VoIP Traffic, that originate and terminate in the same LCA, as determined by the calling party and dialed telephone numbers.

1.8 "NXX" means the three-digit switch entity indicator (i.e., the first three digits of a seven-digit telephone number).

1.9 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

1.10 "Tandem" or "Tandem Switch" means a physical or logical switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

1.11 "Telecommunications" shall have the meaning set forth in the Act.

1.12 "Telecommunications Carrier" shall have the meaning set forth in the Act.

1.13 "VoIP Traffic" means calls that are exchanged between the Parties in time division multiplexing format over public switched telephone network facilities and that originate and/or terminate in Internet protocol format.

1.14 "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

2. Intercarrier Reciprocal Compensation.

2.1 When ISP-Bound Traffic or Local Traffic is originated by a customer of a Party (such Party the "Originating Party"), including third-party carrier customers of the Originating Party, and sent to the other Party (such Party the "Receiving Party") for delivery to a customer of the Receiving Party, including third-party carrier customers of the Receiving Party, the Receiving Party shall bill, and the Originating Party shall pay, intercarrier reciprocal compensation at an equal and symmetrical rate of (a) \$.0004 per minute from the Effective Date through June 30, 2017, and (b) \$.000 per minute (i.e., bill and keep) on and after July 1, 2017.

2.2 For interexchange toll traffic, including interexchange toll VoIP Traffic that originates with the Parties' End Users or third-party carrier customers, the Parties shall compensate each other in accordance with, and at the rates set forth in, their applicable switched access tariffs. The Parties shall bill for interexchange toll VoIP Traffic, including interexchange toll VoIP Traffic that originates with the Parties' End Users or third-party carrier customers, in accordance with the Federal Communications Commission's orders in WC Docket No. 10-90 and the percent VoIP usage factor methodologies set forth in the Parties' applicable switched access tariffs.

2.3 Notwithstanding anything herein or in the Agreement to the contrary, the Parties agree that neither the Agreement nor this Attachment governs intercarrier compensation for traffic that both (a) originates from or terminates to a provider of commercial mobile radio services (as defined in 47 C.F.R. § 20.3) and (b) originates and terminates within the same Major Trading Area (as defined in 47 C.F.R. § 24.202(a)), except to the extent that such traffic is Local Traffic as defined herein.

3. Points of Interconnection; Mutual POIs. Notwithstanding any other provision in the interconnection agreement between the parties, any applicable tariff or SGAT, or under Applicable Law, this Section shall set forth the Parties' respective rights and obligations with respect to interconnection architecture.

3.1 Mutual points of interconnection ("POI's) in each LATA in which the Parties exchange traffic shall be established as set forth in this Section 3.

(a) Level 3 shall establish at least one technically feasible point on FairPoint's network in each of the FairPoint Tandem serving areas in each LATA in which the Parties exchange traffic at which each Party shall deliver its originating traffic to the other Party (such a point, a "mutual POI"). Each mutual POI shall be at the relevant FairPoint Tandem Wire Center, unless otherwise agreed to in writing by the Parties. Level 3 shall deliver traffic that is to be terminated through a FairPoint End Office to the mutual POI at the FairPoint Tandem Wire Center that

such FairPoint End Office subtends. Each mutual POI established under this Section 3.1(a) may be accomplished by Level 3 through: (1) a collocation site established by Level 3 at the relevant FairPoint Tandem Wire Center; (2) a collocation site established by a third party at the relevant FairPoint Tandem Wire Center; or (3) transport (and entrance facilities where applicable) ordered and purchased by Level 3 from FairPoint at the applicable FairPoint access rates and charges.

(i) The Parties may use the trunks delivering traffic to the mutual POI to deliver the following types of traffic to each other: Local Traffic, ISP-Bound Traffic, tandem transit traffic, translated LEC intraLATA toll free service access code (e.g., 800/888/877) traffic and where agreed to between the Parties and as set forth in subsection (ii) below, intraLATA and interLATA toll traffic, including toll VoIP Traffic.

(ii) Under the architectures described in this Section 3, either Party may use the trunks delivering traffic to the mutual POI for the termination of intraLATA or interLATA toll traffic, including toll VoIP Traffic, in accordance with the terms contained in this Section 3 and pursuant to the other Party's Switched Exchange Access Service tariffs. If Level 3 desires for FairPoint to deliver intraLATA and interLATA presubscribed traffic originated by FairPoint End Users to Level 3 over existing local interconnection architecture, Level 3 shall make a written request of FairPoint and, subject to the mutual agreement of the Parties: (i) the Parties will evaluate the feasibility of transporting such traffic in this manner through testing and other means (in which case, all testing and development costs incurred by FairPoint should be borne by Level 3); and (ii) the Parties should attempt in good faith to negotiate an amendment to this Attachment to address such traffic. When toll traffic is delivered over the same trunks as Local Traffic and/or ISP-Bound Traffic, any port, transport or other applicable access charges related to the delivery of toll traffic from the mutual POI on FairPoint's network in a LATA to the terminating Party's customer shall be prorated so as to apply to the toll traffic only and shall also be billed in accordance with 47 C.F.R. § 51.709(b).

(iii) Notwithstanding anything else in this Agreement, interstate and intrastate Switched Exchange Access Services shall be governed by the applicable provisions of this Attachment, the Agreement and applicable Tariffs.

(iv) Currently established POIs include the following CLLI codes: BURLVTMA, DOVRNHTH, MNCHNHCO, PTLDMEOF and WRJTVTGA.

(b) At any time that Level 3 has established a collocation site at a FairPoint End Office Wire Center, then either Party may request that such Level 3

collocation site be established as a mutual POI for traffic originated from or terminated to FairPoint End Users served by an End Office in the FairPoint End Office Wire Center.

(c) For those FairPoint End Offices that subtend a third party Tandem, FairPoint may elect to exchange traffic through the third party Tandem or may designate a point at which the rates set forth in Section 2.1 above shall be applied. If the designated mutual POI is not at the relevant Tandem, then Level 3 shall hand off direct non-switched trunks to the relevant terminating FairPoint End Offices at the mutual POI. If FairPoint elects to exchange traffic through a third party Tandem under this Section 3.1(c), then any transport or fixed (as prorated) charges imposed by the third party shall be paid by the Party originating the traffic exchanged through the third party Tandem.

(d) Should Level 3 interconnect with any Telecommunications Carrier that is not a Party to this agreement at a point that is not a mutual POI under this Attachment, FairPoint may elect to deliver traffic to such point(s) for the NXXs or functionalities served by those Points. To the extent that any such point is not located at a Collocation site at a FairPoint Tandem (or FairPoint Host End Office), then Level 3 shall permit FairPoint to establish physical interconnection at the point, to the extent such physical interconnection is technically feasible.

3.2 Subject to subsection 3.5 below, neither Party may charge (and neither Party shall have an obligation to pay) any recurring fees, charges or the like (including, without limitation, any transport charges), with respect to ISP-Bound Traffic and Local Traffic that either Party delivers at a mutual POI, other than the applicable rate set forth in Section 2.1 above; *provided, however*, for the avoidance of any doubt, Level 3 shall also pay FairPoint, at the rates set forth in an applicable interconnection agreement between the Parties or applicable FairPoint tariff, for any multiplexing, cross connects or other collocation-related services that Level 3 obtains from FairPoint.

3.3 If the traffic destined for an End Office exceeds the CCS busy hour equivalent of two (2) DS1s for any three (3) months in a six (6) month period, FairPoint may request Level 3 to order DEOTs to that End Office. FairPoint shall be responsible for providing such DEOTs on the FairPoint side of the mutual POI, with all costs of the portions of such DEOTs carrying Local Traffic and/or ISP-Bound Traffic to be borne by FairPoint. Level 3 shall be responsible for ordering and providing such DEOTs on the Level 3 side of the mutual POI, with all costs of such DEOTs to be borne by Level 3. After initially establishing DEOTs pursuant to this subsection, traffic routed to this End Office will be allowed to overflow to the Tandem not to exceed the CCS busy hour equivalent of one (1) DS1. For avoidance of any doubt, neither Party will assess recurring and/or non-recurring charges for the implementation, installation, maintenance and utilization of interconnection trunks and facilities for the portions of such trunks carrying Local Traffic and ISP-Bound Traffic on its side of the mutual POI.

3.4 The Parties recognize that embedded one-way trunks may exist for the exchange of traffic between the Parties. To the extent either Party requires a transition of such one-way trunks to two-way trunks, the Parties agree to negotiate a transition plan to migrate

the embedded one-way trunks to two-way trunks provided that FairPoint shall bill, and Level 3 shall pay, the non-recurring charges for such conversions as set forth in FairPoint's applicable tariffs.

3.5 Level 3 may apportion spare capacity on existing access entrance facilities (and/or transport where applicable) purchased by Level 3 between the relevant mutual POIs and/or the Level 3 switch as described in this Section 3; *provided, however*, that any such apportionment shall not affect the rates or charges applied to the relevant facilities.

3.6 In accordance with FairPoint's existing obligations under applicable law, FairPoint shall charge Level 3 for any entrance facilities Level 3 orders to reach its side of any mutual POI at the rates for unbundled interoffice facilities set forth in Section X of Exhibit A to the Pricing Schedule to the Agreement.