

October 16, 2017



Debra A. Howland
Executive Director & Secretary
NH Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301

RE: Interconnection Agreement between Northern New England Telephone Operations LLC d/b/a FairPoint Communications NNE and Level 3 Communications, LLC; Amendment #3; CORRECTION

Dear Ms. Howland:

On October 13, 2017, I inadvertently filed an agreement amendment between Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE and Level 3 Communications, LLC with the wrong cover letter attached. The cover letter sent on October 13 was for an amended agreement with Neutral Tandem, LLC.

Attached is a corrected copy of the October 13 cover letter, reflecting the appropriate companies. For your convenience, I have also enclosed a copy of the amendment that was filed. This is only a copy. The amendment with original signatures was sent on the 13th.

Please contact me at the number below or Beth Westman at bwestman@fairpoint.com with any questions or concerns regarding this filing.

Sincerely,

Beth Westman

Beth Westman
State Government Affairs Manager
FairPoint Communications

**Amendment No. 3 to the Interconnection Agreement
between
Northern New England Telephone
Operations LLC and
Level 3 Communications, LLC in the State of New Hampshire**

This Amendment No. 3 (the "Amendment") shall be deemed effective on the date approved by the New Hampshire Public Utilities Commission or otherwise allowed to go into effect by operation of law ("Effective Date") by and between Level 3 Communications, LLC, a Delaware limited liability company ("Level 3"), and Northern New England Telephone Operations LLC, a Delaware limited liability company ("FairPoint"). FairPoint and Level 3 shall be known herein jointly as the "Parties".

RECITALS

WHEREAS, FairPoint or its predecessors in interest and Level 3 or its predecessors in interest entered into an Interconnection Agreement ("Agreement") for interconnection services in the state of New Hampshire, pursuant to 47 USC §§251/252, dated November 1, 2000; and

WHEREAS, the Federal Communications Commission, in an Order Released November 18, 2011,¹ has provided that after July 1, 2018, all Price-Cap Local Exchange Carrier's Non-Access Reciprocal Compensation rates shall be set pursuant to Bill-and-Keep arrangements,² and that it is to be considered a change in law; and

WHEREAS, the Parties wish to amend the Agreement with the addition of the language from Attachment 1, in its entirety; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Notwithstanding any provision to the contrary contained in the Agreement, pursuant to the FCC's Report and Order in WC Docket No. 10-90, etc., FCC No. 11-161 (released November 18, 2011), from the effective date of this Amendment through June 30, 2018 all Reciprocal Compensation traffic shall be exchanged between Level 3 and FairPoint at a rate of \$0.0007 per minute. Effective July 1, 2018 all Reciprocal Compensation traffic shall be exchanged between Level 3 and FairPoint on a Bill and Keep basis. Under a Bill and Keep compensation arrangement, each Party retains the revenues it receives from its End User customer, and neither Party pays the other Party for transport and termination of the reciprocal compensation traffic that is subject to the Bill and Keep arrangement.

¹ *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund* FCC Docket 11-161 Report and Order and Further Notice of Proposed Rulemaking (November 18, 2011).

² *Id.* at p. 503. See also CFR Part 51, Subpart H, § 51.705(c)(4).

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or on the date when this amendment is allowed to take effect by operation of law.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. This Carrier Partner Amendment may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Carrier Partner Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the document referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Northern New England
Telephone Operations LLC

Michael Skrivan
Signature

Michael Skrivan
Name Printed/Typed

Vice President - Regulatory
Title

10/11/2017
Date

Level 3 Communications, LLC

Gary Black
Signature

Gary Black
Name Printed/Typed

VP- Carrier Relations
Title

9/25/17
Date

ATTACHMENT 1

The following language is added to the existing language in the Agreement, in its entirety:

Definitions

"Carrier Partner" is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with FairPoint and demonstrates facilities readiness as described in the VoIP Numbering Order.

"Denial of Service (DoS)" is an action that prevents legitimate user(s) from using or being provided service.

"Interconnected VoIP Provider" is an entity that provides interconnected VoIP services, as that term is defined in 47 C.F.R. §9.3 and is certified by the Federal Communications Commission to obtain numbering resources as described in the VoIP Numbering Order (FCC Report and Order 15-70 released June 22, 2015).

Terms of Amendment

1. Pursuant to the terms of this Amendment, Level 3 will exchange with FairPoint Reciprocal Compensation traffic, Transit traffic and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on Level 3's interconnection trunks.
 - 1.1 Prior to Level 3 exchanging traffic for an Interconnected VoIP Provider with FairPoint, Level 3 shall notify FairPoint and FairPoint shall confirm that the Interconnected VoIP Provider has entered into a "Porting Agreement" with FairPoint pursuant to the FCC's Order *In the Matter of Numbering Policies for Modern Communications IP-Enabled Services 15-70 FCC Rcd.* at 6865 (2015).
 - 1.2 Level 3 shall notify FairPoint when Level 3 is no longer routing an Interconnected VoIP Provider's traffic on Level 3's interconnection trunks.
 - 1.3 Level 3 shall provide such notifications to their FairPoint Customer Account Manager (CAM).
 - 1.4 Level 3 shall follow applicable procedures of the LERG and the Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with Level 3's Switch and routed on the Level 3's interconnection trunk groups.
 - 1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and must also designate the responsible Level 3 Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.
2. Level 3 and FairPoint will continue to exchange traffic under the terms of the Agreement, including treatment of traffic terminating to FairPoint end users. Solely for purposes of this Amendment, all traffic originated or terminated by parties utilizing Level 3 or transiting FairPoint to other providers will be treated as though originated or terminated by Level 3, including but not limited to terminating intercarrier traffic compensation, Transit traffic compensation, compensation for

use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by FairPoint to Level 3 for traffic that FairPoint sends through Level 3 to terminate to Interconnected VoIP Provider. All FairPoint end user traffic will be rated as though it was terminated to Level 3.
4. Interconnected VoIP Provider traffic will be treated as if it is Level 3's traffic and all payment obligations as a result of the traffic will be Level 3's responsibility in accordance with applicable terms of the Agreement.
5. Except as set forth following, this Amendment does not otherwise modify or supersede the terms and conditions of any agreement that Level 3 may have with FairPoint, including tariff, Interconnection and/or other agreements. Notwithstanding any provision to the contrary contained in the Agreement, pursuant to the FCC's Report and Order in WC Docket No. 10-90, etc., FCC No. 11-161 (released November 18, 2011), from the effective date of this Amendment through June 30, 2018 all Local traffic shall be exchanged between Level 3 and FairPoint at a rate of \$0.0007 per minute. Effective July 1, 2018 all Local traffic shall be exchanged between Level 3 and FairPoint on a Bill and Keep basis. Under a Bill and Keep compensation arrangement, each Party retains the revenues it receives from its End User customer, and neither Party pays the other Party for transport and termination of the Reciprocal Compensation traffic that is subject to the Bill and Keep arrangement.
6. This Amendment does not authorize Level 3 to bill FairPoint on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with FairPoint.
7. Level 3 will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.
8. Level 3 agrees that FairPoint may discontinue accepting all traffic delivered over Level 3's trunking where FairPoint experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of FairPoint's network or FairPoint's ability to provide service to its customers. In the event of such discontinuance, FairPoint agrees to provide notice to Level 3. Level 3 agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to FairPoint's subsequent acceptance of Level 3's other traffic. Following any such event, Level 3 and FairPoint agree to work in good faith towards a mutually agreeable outcome that demonstrates Level 3's ability to prevent future DoS attacks as a potential alternative to FairPoint's right to require Level 3 to establish a separate trunk group for the responsible Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.
9. Level 3 will ensure traffic routed over its interconnection trunks is destined solely to the geographic area served by FairPoint's switch as defined in the LERG irrespective of whether it is Level 3's own traffic or Interconnected VoIP Provider's traffic.
10. Level 3 agrees that FairPoint will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead Level 3 will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the

Agreement.

11. If Level 3 chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, it first must execute a commercial Interconnected VoIP Provider Numbering Agreement (a/k/a "Porting Agreement") in addition to this Amendment in order to route its Interconnected VoIP Provider traffic associated with that OCN on Level 3's interconnection trunks.