

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 Neutral Tandem, LLC; Amendment #1

Dear Ms. Howland:

Attached for filing, please find a fully executed first amendment to the above referenced, approved Interconnection Agreement.

The purpose of this amendment is to align this contract with the Order released by the FCC on November 18, 2011 providing 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.

Please contact me at the number below or Beth Westman at [bwestman@fairpoint.com](mailto:bwestman@fairpoint.com) with any questions or concerns regarding this filing.

Sincerely,

*Robert D. Meehan*

Robert Meehan  
Director Regulatory  
FairPoint Communications  
P: (603) 656-8116  
F: (603) 716-6045

**Amendment No. 1 to the Interconnection Agreement  
between  
Northern New England Telephone  
Operations LLC and  
Neutral Tandem, LLC in the State of New Hampshire**

This Amendment No. 1 (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 Neutral Tandem-New Hampshire, LLC, a Delaware limited liability company ("Neutral Tandem"), and Northern New England Telephone Operations LLC, a Delaware limited liability company ("FairPoint"). FairPoint and Neutral Tandem shall be known herein jointly as the "Parties".

**RECITALS**

WHEREAS, FairPoint and Neutral Tandem, 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; and

WHEREAS, the Agreement was filed with the New Hampshire Public Utilities Commission ("Commission") on August 20, 2007, docketed by the Commission as DT 07-091, and permitted to take effect by operation of law on November 18, 2007; and

WHEREAS, Neutral Tandem wishes to provide tandem switching services for one or more Interconnected VoIP Providers' use and seeks to combine Neutral Tandem's local and interexchange traffic with such Interconnected VoIP Providers' VoIP-PSTN Traffic and exchange such traffic with FairPoint according to the terms of this Amendment where the Interconnected VoIP Provider obtains its own number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015, and subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement and the Amendment; and

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

**CARRIER PARTNER AMENDMENT**

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**

The Agreement is hereby amended by adding specific terms and conditions under which Neutral Tandem exchanges traffic with FairPoint as set forth in Attachment 1 to this Carrier Partner Amendment, attached hereto and incorporated herein by this reference.

**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 documents 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

October 11, 2017  
Date

**Neutral Tandem-New Hampshire, LLC**

Kyle V. Bertrand  
Signature

Kyle V. Bertrand  
Name Printed/Typed

Vice President - NO/PM  
Title

10-3-2017  
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, Neutral Tandem will exchange with FairPoint Local traffic, Transit traffic and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on Neutral Tandem's interconnection trunks.
  - 1.1 Prior to Neutral Tandem exchanging traffic for an Interconnected VoIP Provider with FairPoint, Neutral Tandem 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 Neutral Tandem shall notify FairPoint when Neutral Tandem is no longer routing an Interconnected VoIP Provider's traffic on Neutral Tandem's interconnection trunks.
  - 1.3 Neutral Tandem shall provide such notifications to their FairPoint Customer Account Manager (CAM).
  - 1.4 Neutral Tandem 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 Neutral Tandem's Switch and routed on the Neutral Tandem'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 Neutral Tandem Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.
2. Neutral Tandem 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 Neutral Tandem or transiting FairPoint to other providers will be treated as

though originated or terminated by Neutral Tandem, 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 Neutral Tandem for traffic that FairPoint sends through Neutral Tandem to terminate to Interconnected VoIP Provider. All FairPoint end user traffic will be rated as though it was terminated to Neutral Tandem.
4. Interconnected VoIP Provider traffic will be treated as if it is Neutral Tandem's traffic and all payment obligations as a result of the traffic will be Neutral Tandem'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 Neutral Tandem 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 Neutral Tandem and FairPoint at a rate of \$0.0007 per minute. Effective July 1, 2018 all Local traffic shall be exchanged between Neutral Tandem 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 local traffic that is subject to the Bill and Keep arrangement.
6. This Amendment does not authorize Neutral Tandem 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. Neutral Tandem 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. Neutral Tandem agrees that FairPoint may discontinue accepting all traffic delivered over Neutral Tandem'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. Neutral Tandem agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to FairPoint's subsequent acceptance of Neutral Tandem's other traffic. Following any such event, Neutral Tandem will establish a separate trunk group for the Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.
9. Neutral Tandem 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 Neutral Tandem's own traffic or Interconnected VoIP Provider's traffic.
10. Neutral Tandem agrees that FairPoint will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead Neutral Tandem will be responsible as the Carrier Partner to provide such 911 services in accordance with

applicable terms of the Agreement.

11. If Neutral Tandem 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 Neutral Tandem's interconnection trunks.