



Ryan P. Taylor
Director - Regulatory NH
770 Elm Street, 1st Floor
Manchester, NH 03101

November 8, 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 United States Cellular Corporation

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 United States Cellular Corporation.

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,


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 - NNE
And
United States Cellular Corporation

This Amendment No. 2 (the "Amendment") to the Interconnection Agreement between Verizon New England Inc., d/b/a Verizon New Hampshire f/k/a New England Telephone and Telegraph Company d/b/a NYNEX and United States Cellular Corporation dated as of February 1, 1997 and assigned to Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE in the state of New Hampshire effective March 31, 2008 (the Agreement") is entered into by Northern New England Telephone Operations LLC d/b/a FairPoint - NNE ("FairPoint") and United States Cellular Corporation ("US Cellular"). FairPoint and US Cellular may be referred to individually as "Party" and jointly as the "Parties."

WHEREAS, the Parties, or their predecessors in interest, previously entered into the Agreement pursuant to 47 U.S.C. §§251 and 252; and

WHEREAS, the Federal Communications Commission, in an Order Released November 18, 2011¹ (the "FCC Order"), has provided that bill-and-keep shall be the default compensation arrangement between the parties for all traffic that originates and terminates within the same Major Trading Area ("intra-MTA traffic"),² and that it is to be considered a change in law; and

WHEREAS, US Cellular requests to apply bill-and-keep reciprocal compensation arrangements solely to all intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a change of law provision that authorizes the Parties to amend the Agreement to comport with the change in law; and

WHEREAS, the Parties desire to amend the Agreement consistent with the change in law set forth in the FCC Order to provide for a bill-and-keep arrangement for all reciprocal compensation intra-MTA traffic exchanged between the Parties and to clarify the provisioning and transport obligations of the Parties, for as long as these changes remain the law.

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 Inter-carrier 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 994.

AGREEMENT

1. This Amendment shall be effective July 1, 2012.
2. This Amendment remains in effect until the Agreement is terminated or otherwise made ineffective. To the extent there is a subsequent change in law that effects any portion of this amendment the parties will work together to negotiate a new amendment consistent with the change in law.
3. From July 1, 2012 forward, the reciprocal compensation for all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement.
4. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.
5. In addition to the Reciprocal Compensation charge (Bill & Keep) US Cellular shall pay to FairPoint \$0.002 per minute of use for dedicated trunk facilities provided by FairPoint between the US Cellular network and the FairPoint switch for transport of Local/Reciprocal Compensation Traffic delivered by US Cellular to FairPoint. Such charge of \$0.002 per minute of use shall apply in lieu of monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply).

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 d/b/a FairPoint Communications - NNE**

United States Cellular Corporation

By: M. Michael T. Skrivan

By: David Fiala

Printed Name: Michael T. Skrivan

Printed Name: David Fiala

Title: Vice President Regulatory

Title: Director, Telco Billing, Contracts &
Number Management

Date: 10/16/2012

Date: 10/11/2012