

AMENDMENT NO. 3

to the

**INTERCONNECTION AGREEMENT
by and between**

**NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
d/b/a
FAIRPOINT COMMUNICATIONS - NNE**

and

**RCC ATLANTIC, INC. d/b/a Verizon Wireless
FOR NEW HAMPSHIRE**

This Amendment No. 3 (this "Amendment") is effective January 1, 2010 (the "Effective Date") by and between RCC Atlantic, Inc. d/b/a Verizon Wireless, as successor in interest to Atlantic Cellular/New Hampshire RSA Number One Limited Partnership, (hereinafter referred to as "RCC"), a Minnesota corporation with offices at One Verizon Way, Basking Ridge, NJ 07920, and Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE ("FairPoint Communications"), a Delaware limited liability company with offices at 521 East Morehead Street, Suite 250, Charlotte, NC 28202 (each of RCC and FairPoint Communications being individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, FairPoint Communications and RCC are Parties to that Interconnection Agreement for New Hampshire under Sections 251 and 252 of the Telecommunications Act of 1996 dated March 21, 1997 and amended May 19, 1997 and June 14, 2001 (the "Interconnection Agreement");

WHEREAS, the Parties desire to provide RCC with access to the E-9-1-1 network systems and databases established and maintained by FairPoint Communications or its assignee sufficient to enable RCC to provide E-9-1-1 service to subscribers utilizing RCC's GSM networks in New Hampshire; and

WHEREAS, the Parties wish to enter into an agreement that will allow RCC to provide E-9-1-1 to subscribers utilizing RCC's GSM networks in New Hampshire using the systems and databases established and maintained by FairPoint Communications on terms that are fair and equitable to both Parties;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. NCAS E911 Services

The following definitions are applicable and are incorporated into this Section 1.0:

"Alternate PSAP" is the PSAP designated by the controlling 9-1-1 Authority to receive a 9-1-1 call in the event the Selective Router is unable to complete the 9-1-1 call to the Designated PSAP because the PSAP trunks are busy or out of service. A Designated PSAP may have one or more alternates, depending upon network architecture and local provisions.

"Applicable Law" means applicable common law and any statute, ordinance, code or other law, rule, permit, permit condition, regulation, order, award, decree, license, permit, technical or other standard, requirement or procedure enacted, adopted, promulgated, applied, issued or followed by any federal, state or local court, legislature, governmental agency, commission or regulatory or administrative authority or instrumentality.

"Automatic Location Identification Database" or "ALI Database" means the emergency services (E-9-1-1) database containing caller location information (provided on a dynamic or static basis) including the carrier name, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.

"RCC End User" means any person or entity receiving service on RCC's GSM System in New Hampshire.

"Call Back Number" means the MDN or other number that can be used to call back the RCC End User, which may be used by the PSAP to call back the RCC End User if a 911 Call is disconnected.

"Cell Sector" means a geographic area defined by RCC (according to RCC's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

"Cell Site" means the RCC fixed radio transmitting and receiving facilities associated with the origination and termination or wireless traffic from/to an RCC End User.

"Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 9-1-1 Call made by a RCC End User, and which may also include additional information regarding a Cell Sector.

"Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP.

"Designated PSAP" means the PSAP designated by the Parties to receive a 911 Call based upon the geographic location of the Cell Site.

"E2 Interface" Also known as the "Wireless Emergency Service Protocol E2 Interface" and defined By NENA document NENA-05-0001 December 2003 and TIA/EIA/J-STD-036-A. This interface is between the MPC/GMLC and the EMSE as defined in TR45.2's TIA/EIA/J-STD-036-A.

"NCAS" means Non-Call Path Associated Signaling.

"PAM Protocol" means the bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

“Routing Number” is a number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key “ESRK”) is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database with a matching Routing Number.

“911 Attendant” means the PSAP telecommunicator receiving a 911 Call.

“911 Call(s) or E911 Call(s)” means a call made by an RCC End User by dialing the three digit telephone number “9-1-1” (and, as necessary, pressing the “Send” or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

2. 911 Wireless Attachment:

Attached hereto as Exhibit A and incorporated hereby into the Interconnection Agreement is the 911 Wireless Attachment.

3. Compensation Arrangements

The Interconnection Agreement is hereby amended by adding the following Section to the Compensation Arrangements Section:

911/E911 Arrangements (Type 2C). RCC may interconnect to the FairPoint Communications 911 Tandem Offices, where available, which service the LATAs within an MTA in which RCC provides service, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points (“PSAP”). To the extent that there are any proposed modifications or additions to existing 911/E911 arrangements, the Parties shall cooperate to establish such arrangements. The Rates and Charges for this service shall be at the rates set forth below:

Type 2C Rate Elements		Charge
Entrance Facility	2 wire Voice Grade	
	Monthly NRC	\$36.14 \$236.85
Entrance Facility	4 Wire Voice Grade	
	Monthly NRC	\$59.00 \$375.68
Entrance Facility	DS1	
	Monthly NRC	\$221.48 \$618.09
Direct Trunk Transport	2 or 4 Wire Voice Grade	
	Fixed - Monthly Per Mile - Monthly	\$33.39 \$3.89
Direct Trunk Transport	DS1	
	Fixed Monthly per DS1 Per Mile – Monthly per DS1	See applicable tariff See applicable tariff
Multiplexing (if applicable)	DS1 to Voice Per arrangement - Monthly	\$291.38

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of August 2010.

RCC Atlantic, Inc.
d/b/a Verizon Wireless

Northern New England Telephone Operations LLC
d/b/a FairPoint Communications-NNE

By: 

By: Michael T. Skrimms

Printed: David R. Heverling

Printed: MICHAEL T. SKRIMMS

Title: Area Vice President, Network

Title: VICE PRESIDENT REGULATORY

Date: 8/8/10

Date: 9/2/10

EXHIBIT A

911 WIRELESS

1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing the 3-digit universal telephone number "911" on a wireless handset. FairPoint Communications provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), FairPoint Communications interface point(s) and the ALI Database as necessary for 911/E-911 Calls in areas where FairPoint Communications is the designated 911/E-911 Service Provider in the State.

The terms and conditions of this Section apply to the provision of 911/E-911 Services by FairPoint Communications to RCC for CMRS services in the State of New Hampshire and do not apply to Fixed Wireless Services or any other services. Notwithstanding any other provision of this Section or otherwise, these provisions shall apply only in those jurisdictions in which FairPoint Communications is the designated 911/E-911 Service Provider.

- 1.2 FairPoint Communications shall make the following information available to RCC to the extent permitted by Applicable Law :

1.2.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where FairPoint Communications is the designated 911/E-911 Service Provider;

1.2.2 a listing of appropriate FairPoint Communications contact telephone numbers and organizations that currently have responsibility for operations and support of FairPoint Communications 911/E-911 network and ALI Database systems; and

1.2.3 where FairPoint Communications maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State, where RCC is providing CMRS services, provided that FairPoint Communications is permitted to do so by the Controlling 911 Authority.

2. ALI Database

- 2.1 FairPoint Communications will:

2.1.1 store RCC pANI records in the ALI Database. (also referred to as "Shell Records")

2.1.2 provide RCC access to the FairPoint Communications ALI Database for the initial loading and updating of RCC pANI records; and

- 2.1.3 provide RCC an error and status report based on updates to the ALI Database received from RCC.
- 2.2 RCC will:
 - 2.2.1 provide MSAG valid E-911 data for the initial loading of, and any and all updates to, RCC pANI records in the ALI Database;
 - 2.2.2 utilize the appropriate FairPoint Communications electronic interface to update its pANI records (and database information in the ALI Database shall conform to standards set by the appropriate E911 governing authority in the state and FairPoint Communications standards);
 - 2.2.3 use its company ID on all RCC pANI records in accordance with NENA standards;
 - 2.2.4 correct any errors that occur during the entry of E-911 data and pANI records in the ALI Database as required by the E911 governing authority in the state.
- 2.3 In the event RCC uses an Agent to input its pANI records to the ALI Database through the appropriate FairPoint Communications electronic interface, RCC must provide a Letter of Authorization, in a form acceptable to FairPoint Communications, identifying and authorizing its Agent.

3. 911/E-911 Interconnection

- 3.1 So long as FairPoint Communications is the authorized E911 network service provider in the state RCC may, in accordance with Applicable Law, interconnect to the FairPoint Communications 911/E-911 Tandem Office(s)/Selective Router(s) or FairPoint Communications interface point(s). FairPoint Communications will designate interface point(s) e.g., digital cross connect systems (DCS), and protocols where RCC may interconnect with FairPoint Communications for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which RCC provides CMRS services. This shall include SIP as the network moves toward IP.
- 3.2 In order to interconnect with FairPoint Communications for the transmission and routing of 911/E-911 Calls, RCC shall:
 - 3.2.1 interconnect with each FairPoint Communications 911/E-911 Tandem Office/Selective Router or FairPoint Communications interface point (there are two at a minimum) that serves the areas in which RCC is authorized to and will provide CMRS service;
 - 3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities that are dedicated for originating 911/E-911 Calls from each RCC switch to each designated FairPoint Communications 911/E-911 Tandem Office(s)/Selective Router(s) or FairPoint Communications interface point(s) using SS7 signaling where available, as necessary;

- 3.2.3 provide sufficient trunks and facilities to route 911/E-911 Calls from RCC to the designated FairPoint Communications 911/E-911 Tandem Office(s)/Selective Router(s) or FairPoint Communications interface point(s). RCC is responsible for requesting that trunks and facilities be routed diversely for 911/E-911 interconnection;
- 3.2.4 determine the proper quantity of trunks and facilities from its switch(es) to the designated FairPoint Communications 911/E-911 Tandem Office(s)/Selective Router(s) or FairPoint Communications interface point(s);
- 3.2.5 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;
- 3.2.6 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the RCC traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, RCC shall order or otherwise provide adequate additional trunks and/or facilities;
- 3.2.7 promptly test all 911/E-911 trunks and facilities between the RCC network and the FairPoint Communications 911/E-911 Tandem Office(s)/Selective Router(s) or FairPoint Communications interface point(s) RCC to assure proper functioning of 911/E-911 arrangements. RCC agrees that it will not transmit or route live 911/E-911 Calls until successful testing is completed; and
- 3.2.8 isolate, coordinate and restore all 911/E-911 network maintenance problems in its switch(es) or in its facilities or trunks interconnected with FairPoint Communications 911/E-911 Tandem Office(s)/Selective Router(s) or FairPoint Communications interface points. RCC will advise FairPoint Communications of the circuit identification when notifying FairPoint Communications of a failure or outage.

4. 911/E-911 General

- 4.1 FairPoint Communications and RCC will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding 911/E-911 arrangements.
- 4.2 RCC will compensate FairPoint Communications for provision of its 911/E-911 Services pursuant to the terms of this Amendment.
- 4.3 RCC and FairPoint Communications will comply with all Applicable Law (including 911 taxes and surcharge) pertaining to 911/E-911 arrangements.
- 4.4 RCC is responsible to collect and remit any applicable surcharges from its end user in accordance with Applicable Law.

- 4.5 RCC will provide notice to FairPoint Communications of the Default PSAP designated by the Controlling 911 Authority for routing 911/E-911 Calls in the event it is not feasible to route such 911/E-911 Calls to the Designated PSAP.

5. Phase II Wireless Arrangements

- 5.1 The following services may be used by RCC, where available, in order to comply with the FCC's rules and regulations regarding Phase II wireless implementation.
- 5.2 Non-Call Path Associated Signaling (NCAS).
 - 5.2.1 Where RCC forwards a 911/E-911 Call to the FairPoint Communications 911/E-911 Tandem Office(s)/Selective Router(s) or FairPoint Communications interface point(s), RCC shall pass the pANI for that 911/E-911 Call.
 - 5.2.2 Routing of 911/E-911 Calls will be based on the pANI delivered with the 911/E-911 Call, or at FairPoint Communications' discretion, the location coordinates obtained during call setup. Where feasible, FairPoint Communications will route the 911/E-911 Call and pass its corresponding pANI to the Designated PSAP. If it is not feasible to route the 911/E-911 Call to the Designated PSAP due to the PSAP trunks being busy or out of service, FairPoint Communications will route the call to a Default PSAP or busy tone, as directed by the Controlling 911 Authority. If it is not feasible to route the 911/E-911 Call to the Designated PSAP due to a failure in delivery of the pANI, FairPoint Communications will route the call to a Default PSAP designated by the Controlling 911 Authority. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
 - 5.2.3 Upon receipt of a PSAP query to the ALI Database to obtain the Call Back Number and Phase II location information for a 911/E-911 Call, provided by RCC, the ALI Database shall route the query to the RCC-controlled or third party database designated by RCC.
 - 5.2.4 The ALI Database shall then automatically receive from the RCC-controlled or third party database the Call Back Number and Phase II location information as provided by RCC associated with the 911/E-911 Call.
 - 5.2.5 The ALI Database shall then automatically transmit the data received from the RCC-controlled or third party database to the PSAP.
 - 5.2.6 RCC will terminate at least two data circuits from the RCC-controlled or third party database to each ALI Database. All associated costs shall be borne by RCC.
 - 5.2.7 RCC shall provision its RCC-controlled or third party databases such that the exchange of data between these RCC-controlled or third party databases and the ALI Database shall use the PAM Protocol, Wireless Emergency Service Protocol E2 Interface or another protocol as standards are developed as directed by FairPoint Communications.