



Ryan P. Taylor  
Director - Regulatory NH  
770 Elm Street, 1<sup>st</sup> 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. 3 to Interconnection Agreement with T-Mobile Northeast LLC**

Dear Ms. Howland:

Enclosed for filing under Section 252(e) of the Telecommunications Act of 1996 is Amendment No. 3 to the Interconnection Agreement between Northern New England Telephone Operations LLC d/b/a FairPoint Communications ("FairPoint") and T-Mobile Northeast LLC f/k/a OmniPoint Communications MB Operations, LLC and OmniPoint Communications Def Operations, Inc. ("T-Mobile").

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. 3**  
**To the**  
**Interconnection Agreement**  
**Between**  
**Northern New England Telephone Operations LLC**  
**dba FairPoint Communications - NNE**  
**And**  
**T-Mobile Northeast LLC**

This Amendment No. 3 (the "Amendment") to the "Interconnection Agreement between Bell Atlantic and T-Mobile Northeast LLC, f/k/a Omnipoint Communications MB Operations, LLC and Omnipoint Communications Def Operations, LLC (T-Mobile) effective as of August 3, 1998 and assigned to FairPoint Communications in the state of New Hampshire effective March 31, 2008 (the Agreement)" is entered into by T-Mobile Northeast LLC . FairPoint and T-Mobile 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 USC 251/252; and

WHEREAS, the Federal Communications Commission, in an Order Released November 18, 2011<sup>1</sup> (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"),<sup>2</sup> and that it is to be considered a change in law; and

WHEREAS, T-Mobile 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.

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<sup>1</sup> *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).

<sup>2</sup> *Id.* at 994.

## AGREEMENT

1. This Amendment shall be effective July 1, 2012.
2. This Amendment remains in effect until: 1) The Agreement is terminated or otherwise made ineffective; or 2) There is a subsequent change in law that would effect this Amendment.
3. From July 1, 2012 forward, the reciprocal compensation for all Non-Access Telecommunications Traffic pursuant to 47 C.F.R. § 51.701(b) (which the Parties referred to as Intra-MTA traffic in the Agreement) 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 as long as these changes remain the law.
5. In addition to the Reciprocal Compensation charge (Bill & Keep) T-Mobile shall pay to FairPoint \$0.002 per minute of use for dedicated trunk facilities provided by FairPoint between the T-Mobile network and the FairPoint switch for transport of Local/Reciprocal Compensation Traffic delivered by T-Mobile 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**

**T-Mobile Northeast LLC**

By: Michael T. Skrivan

By: Bryan Fleming

Printed Name: Michael T. Skrivan

Printed Name: Bryan Fleming

Title: Vice President Regulatory

Title: Vice President – Technical Systems  
and Business Operations

Date: July 11, 2012

Date: 6/27/12