



SARAH DAVIS
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PORTLAND, ME 04103
PHONE: 207-535-4188
SDAVIS@FAIRPOINT.COM

June 5, 2015

Ms. Sarah Nicholls
Qwest Communications Company, LLC
4650 Lakehurst Ct., 3rd Floor
Dublin, OH 43016

Re: **Request for Adoption Under Section 252(i) of the Communications Act**

Dear Ms. Nicholls:

Ellensburg Telephone Company d/b/a FairPoint Communications ("FairPoint"), a Washington corporation with a principal place of business at 521 East Morehead Street, Suite 250, Charlotte, NC 28202, has received correspondence stating that CenturyLink Communications, LLC (CLC), a Delaware limited liability company with a principal place of business at 100 CenturyLink Drive, Monroe, Louisiana 71203 wishes, pursuant to 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between FairPoint and 360 Networks (USA), Inc. that was approved by the Washington Utilities and Transportation Commission (the "Commission") as an effective agreement within the State of Washington, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). The current pricing attachment for the State of Washington is included in the Interconnection Agreement that is being adopted, and will be considered as Exhibit A. Any changes to these prices will be effective in accordance with Section 17.6.3, the Change in Law provisions, of the Interconnection Agreement; and any other changes in the terms and pricing by the FCC and/or the Commission. The Terms and conditions are attached hereto as Exhibit B. Please note the following with respect to CLC's adoption of the Terms.

1. By CLC's countersignature on this letter, CLC hereby represents and agrees to the following eight points:

- a) CLC adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that CLC shall be substituted in place of 360 Networks (USA), Inc. in the Terms wherever appropriate.

For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing any obligation on FairPoint that no longer applies to FairPoint pursuant to (i) any Order by the Commission; (ii) any Order by the FCC; or (iii) that is not otherwise required by 47 U.S.C. § 251(c)(3) or by 47 C.F.R. Part 51. FairPoint agrees that nothing in the agreement being adopted currently has any of these obligations and will seek amendment of the Terms, should it believe this to be the case.

- b) Notice to CLC and FairPoint as may be required or permitted under the Terms shall be provided as follows:

To CLC: CenturyLink Communications, LLC
Attention Mr. Charles Lahey
ICA Interconnection Agreements
4650 Lakehurst Ct, 3rd Floor
Dublin, OH 43016
Charles.Lahey@CenturyLink.com

With copy to: CenturyLink Communications, LLC
Attention Mr. Jeff Nodland
1801 California St.
Denver, CO 80202
Jeff.Nodland@CenturyLink.com

To FairPoint: Senior Director- Interconnection Regulatory Department
FairPoint Communications
1 Davis Farm Road
Portland, ME 04103

With copy to: Shirley J. Linn
General Counsel and Executive Vice President
FairPoint Communications, Inc.
521 East Morehead Street, Suite 500
Charlotte, NC 28202

- c) CLC represents and warrants that it is a certified provider of local telecommunications service in the State of Washington, and that its adoption of the Terms will cover services in the State of Washington only.
 - d) In the event an interconnection agreement between FairPoint and CLC already exists in the State of Washington ("Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace, in its entirety, the terms of the original ICA. This adoption is not intended to be, nor shall it be construed to create a novation or an accord and satisfaction of with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - e) FairPoint's standard pricing schedule for interconnection agreements in the State of Washington (as such schedule may be amended from time to time) which is attached as Exhibit A hereto, shall apply to CLC's adoption of the Terms. CLC should note that the aforementioned pricing schedule may contain rates for certain services, the terms of which are not included in the Terms or that are otherwise not part of the adoption, and may include phrases or wording not identical to those utilized in the Terms. The inclusion of such rates in no way obligates FairPoint to provide the subject services and in no way waives FairPoint's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
 - f) CLC's adoption of the Terms shall become effective on the date the Commission approves this agreement. The Parties will begin implementation of the Terms upon filing of this adoption letter, subject to the Commission's ultimate approval. FairPoint shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by CLC. The term and termination provisions of the Terms shall govern CLC's adoption of the Terms.
2. As the Terms are being adopted by CLC pursuant to § 252(i) of the Act, FairPoint does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by FairPoint of the Terms does not in any way constitute a waiver by FairPoint of any position as to the Terms or a portion thereof, nor does it constitute a waiver by FairPoint of any rights or remedies it may have to seek review of the Terms, or to seek to review any provisions included in the Terms as a result of CLC's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by FairPoint that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and FairPoint expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. FairPoint reserves the right to deny CLC's application of the Terms, in whole or in part, at any time:
 - a) when the costs of providing the Terms to CLC are greater than the costs of providing them to 360 Networks (USA), Inc., subject to the dispute resolution provisions of the Terms;
 - b) if the provisions of the Terms to CLC is not technically feasible; and/or
 - c) to the extent that FairPoint otherwise is not required to make the Terms available to CLC under the law. Should FairPoint make such a claim, it will provide at least one hundred twenty (120) days advance written notice and such claim will be subject to the dispute resolution provisions of the Terms.
5. For avoidance of any doubt, please note that adoption of the terms will not result in reciprocal compensation payments for internet traffic except as required by the InterCarrier Compensation reform order for Toll VoIP-PSTN traffic. Any compensation to be paid for internet traffic will be handled pursuant to the FCC in the Order on Remand and Report and Order adopted April 18, 2001 ("FCC Internet Order"), which held that Internet Traffic constitutes information access outside the scope of the reciprocal compensation obligations set forth in § 251(b)(5) of the Act.¹
6. Should CLC try to apply the Terms in a manner that conflicts with Paragraphs 2 through 5 above, FairPoint reserves the right to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against CLC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding an "insolvency proceeding"), then: (A) all rights of FairPoint under such laws including without limitation, all rights of FairPoint under 11 U.S.C. §366, shall be preserved, and CLC's adoption of the Terms shall in no way impair such rights of FairPoint; and (B) all rights of CLC resulting from CLC's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to FairPoint pursuant to 11 U.S.C. § 366.
8. For the avoidance of any doubt, the adoption of the Terms includes any changes relative to VoIP to PSTN and PSTN to VoIP traffic under the Federal Communications Commission's ("FCC") Report and Order and Further Order of Proposed Rulemaking, FCC Release No. 11-161 (FCC Order) on November 18, 2011 and all subsequent orders.

¹ Order on Remand and Report and Order, In Matter of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Inter-carrier for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order"), WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. May, 3 2002).

Ellensburg Telephone Company

By: M. Michael T. Skrivan

Printed Name: Michael T. Skrivan

Title Vice President Regulatory

Date June 22, 2015

By signing below, CenturyLink Communications, LLC, CLC agrees to the adoption of the Agreement as well as all terms and conditions specified in Paragraph 1 of this letter:

CenturyLink Communications, LLC

By: Diane Wright

Printed Name: Diane Wright, for Sarah Nicholls

Title: Director Network Facility Cost

Date 06/12/2015