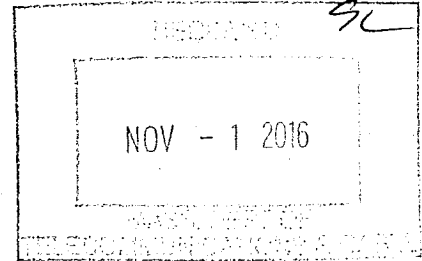


MILLER  
ISAR INC.  
TRUSTED ADVISORS

ANDREW O. ISAR

4304 92ND AVENUE NW  
GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
FACSIMILE: 866.474.3630  
WWW.MILLERISAR.COM



Via Electronic and Overnight Delivery

October 31, 2016

Ms. Sara Clark  
Department Secretary  
Administrative Unit  
Massachusetts Department of Telecommunications and Cable  
1000 Washington Street, Ste. 820  
Boston, MA 02118-6500

RE: Mutual EAS Traffic Exchange Agreement between Charter Fiberlink MA-CCO,  
LLC and Magna5 RTC LLC dba Richmond Telephone Company

Dear Secretary Clark:

Pursuant to Section 252(e) of the Telecommunications Act of 1996 ("Act"), 47 U.S.C. §252(e) Magna5 RTC LLC dba Richmond Telephone Company (Richmond Telephone Company) submits to the Department of Telecommunications and Cable a *Mutual EAS Traffic Exchange Agreement* between Charter Fiberlink MA-CCO, LLC and Richmond Telephone Company governing mutual traffic exchange within the Commonwealth of Massachusetts ("Agreement"). This Agreement is submitted for Department approval under Sections 252(e)(1) and (e)(2). Section 252(e)(4) establishes that, if a state agency does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, the agreement shall be deemed approved.

Questions regarding this Agreement should be directed to me or to counsel for Charter Fiberlink MA-CCO, LLC:

Charles V. Gerkin Jr., Senior Counsel  
Friend, Hudak & Harris, LLP  
3 Ravinia Dr NE, Suite 1700  
Atlanta, GA 30346  
Telephone: 770.399.9500

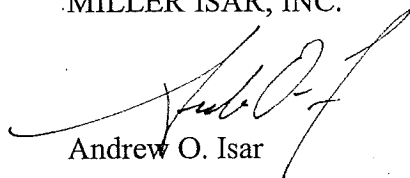
Ms. Sara Clark  
October 31, 2016  
Page 2

Please date stamp the copy of this letter, and return it to me in the enclosed self-addressed stamped envelope.

Thank you for your attention to this matter.

Sincerely,

MILLER ISAR, INC.

A handwritten signature in black ink, appearing to read "Andrew O. Isar", written over a horizontal line.

Andrew O. Isar

Regulatory Consultants to  
Magna5 RTC LLC dba Richmond Telephone Company

Enclosure

## **MUTUAL EAS TRAFFIC EXCHANGE AGREEMENT**

This Mutual EAS Traffic Exchange Agreement ("Agreement") is effective as of the "Effective Date," as set forth in Section 7, by and between Charter Fiberlink MA-CCO, LLC ("Charter Fiberlink") with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131, and Richmond Telephone Company ("Carrier") with offices at 1416 State Road, Richmond, MA 01254.

**WHEREAS**, Charter Fiberlink is a Competitive Local Exchange Carrier providing telecommunications services within the state of Massachusetts; and

**WHEREAS**, Carrier is an Incumbent Local Exchange Carrier in the State of Massachusetts; and

**WHEREAS**, Charter Fiberlink and Carrier wish to establish an arrangement for the exchange of Extended Area Service ("EAS") calls between their networks;

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charter Fiberlink and Carrier hereby agree as follows:

### **1. DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 "EAS Traffic" means telecommunications traffic that is originated by an end user of a Party physically located in one exchange, and that is terminated to an end user of the other Party physically located in another exchange where the originating and the terminating exchanges have EAS between them. The terms "exchange" and "EAS exchange(s)" are as defined and specified in the Carrier's or Verizon's local service tariffs for the State of Massachusetts or as established by the Department.

1.2 "Party" means either Charter Fiberlink or Carrier, and "Parties" means Charter Fiberlink and Carrier.

1.3 "Carrier's Local Service Area" means the geographic area comprising one or more exchanges (as defined in Carrier's local service tariff) within which Carrier provides retail telecommunications services as an Incumbent Local Exchange Carrier.

### **2. SCOPE AND TERM**

2.1 Each Party represents that it holds itself out as a telecommunications carrier and complies with appropriate federal and state requirements applicable to such entities.

2.2 The Parties agree to the following terms and conditions that shall apply to the Parties' exchange of EAS Traffic.

### **3. NUMBERS**

Upon execution of this Agreement, (i) Carrier shall open Charter Fiberlink's NPA-NXX code(s) associated with rate centers within Carrier's EAS exchanges in Carrier's switch, and (ii)

Charter Fiberlink shall open Carrier's NPA-NXX codes associated with rate centers within Carrier's Local Service Area in Charter Fiberlink's switch (or its equivalent). Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the LERG Routing Guide guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch.

**4. INTERCONNECTION ARRANGEMENTS AND COMPENSATION**

Calls between Carrier's end users and Charter Fiberlink's end users who are physically located in Carrier's EAS exchanges shall be rated as local calls. The Parties shall deliver EAS Traffic indirectly to the other for termination through Verizon's Springfield tandem. The Party whose end user originates the EAS Traffic shall bear (i) all costs of delivering the EAS Traffic to Verizon and (ii) all charges payable to Verizon for transit service with respect to EAS Traffic. The Parties agree to a bill and keep compensation plan under which neither Party shall be required to compensate the other for the transport and termination of EAS Traffic.

**5. TOLL TRAFFIC**

Charter Fiberlink and Carrier acknowledge that intrastate, interstate and international toll traffic originated by or terminated to Charter Fiberlink end users or Carrier end users, as the case may be, will continue to be routed in accordance with LERG Routing Guide guidelines and is not part of this Agreement.

**6. RESERVATION OF RIGHTS**

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights (a) to assert positions contrary to, inconsistent with, or different than those set forth in this Agreement in connection with any other agreement between the Parties, or otherwise; and (b) to seek changes in this Agreement through the negotiation and/or arbitration of an agreement for the exchange of traffic between the Parties upon terms and conditions different from this Agreement. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Department, the Federal Communications Commission, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. Furthermore, nothing herein shall be construed as or is intended to be a concession or admission by either Party that any rate, term, provision or condition in this Agreement is required by applicable law or binds or otherwise obligates a Party to include or accept the same or similar rates, terms, provisions or conditions in any other agreement entered into by the Parties after the date hereof or any other agreement entered into by either Party with any other person, and each Party expressly reserves its full right to hereafter assert and pursue different, contrary, inconsistent and additional rates, terms, provisions and conditions. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

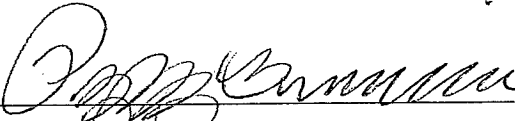
**7. EFFECTIVE DATE; APPROVAL**

This Agreement shall be effective as of the date it is executed by the second Party hereto and shall continue in effect until terminated by either Party upon not less than ninety (90) days' written notice. Either Party may submit this Agreement to the Department for approval pursuant

to 47 U.S.C. § 252. In the event that the Department rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

**Charter Fiberlink MA-CCO, LLC**  
**("Charter Fiberlink")**  
**By Charter Communications, Inc.,**  
**Its Manager**


**Richmond Telephone Company**  
**("Carrier")**

By: 

Name: Peggy Giaminetti

Title: Vice President, Circuit Operations

Date: 10-18-14

By: 

Name: JOHN LONDON

Title: OFO

Date: 10/2/14