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February 22, 2010

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10 FEB 22 PM 2:35
COMMISSION
CLERK
R. DAVID F. SCOTT
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GOVERNMENTAL CONSULTANTS
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Ann Cole
Director, Division of Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

100088-TP

Re: Notice of the Adoption of Interconnection Agreement between GTC, Inc. d/b/a Fairpoint Communications and Sprint Communications Company, LP by MCC Telephony of Florida, LLC

Dear Ms. Cole:

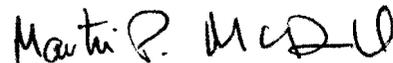
GTC, Inc. d/b/a Fairpoint Communications ("GTC"), hereby provides notice to the Florida Public Service Commission of the adoption by MCC Telephony of Florida, LLC ("Mediacom") of the Interconnection Agreement entered into between GTC and Sprint Communications Company, LP ("Sprint") which was filed with this Commission on August 16, 2005 in Florida PSC Docket No. 050553-TP.

Mediacom is adopting the Agreement as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between GTC and Mediacom, for your records.

If you have any questions, please do not hesitate to contact me at (850) 681 - 6788.

Very Truly Yours,



Martin P. McDonnell

MPM/vp
Enclosures
cc: Chris Barron

DOCUMENT NUMBER-DATE

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521 East Morehead Street
Suite 500
Charlotte, NC 28202
704-344-8150
www.fairpoint.com

February 2, 2010
Via Electronic Mail

MCC Telephony of Florida, LLC
Attn: Daniel P. Templin
Group Vice President,
Strategic Marketing and Product Development
100 Crystal Run Road
Middletown, NY 10941

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

Dear Mr. Templin:

GTC, Inc. d/b/a FairPoint Communications ("GTC"), a Florida corporation with an address for notice c/o FairPoint Communications, Inc. at 521 East Morehead Street, Suite 500, Charlotte, NC 28202, has received correspondence stating that MCC Telephony of Florida, LLC ("Mediacom"), a Delaware limited liability company with a principal place of business at 100 Crystal Run Road, Middletown, NY 10941 wishes, pursuant to 252(i) of the Communications Act of 1934, as amended ("Act"), to adopt the terms of the Interconnection Agreement between Sprint Communications Company, L.P. ("Sprint") and GTC approved by the Florida Public Service Commission (the "Commission") as an effective agreement within the State of Florida, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). The current pricing schedule for GTC is attached hereto as Exhibit A. Please note the following with respect to Mediacom's adoption of the Terms.

1. By Mediacom's countersignature on this letter, Mediacom hereby represents and agrees to the following nine points:
 - a) GTC is a debtor-in-possession operating under Chapter 11 of Title 11 of the United States Code in a bankruptcy case pending before the United States Bankruptcy Court for the Southern District of New York (Case No. 09-16335 (BRL)).
 - b) Mediacom adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that Mediacom shall be substituted in place of Sprint in the Terms wherever appropriate.
 - c) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing any obligation on GTC or Mediacom that no longer applies to GTC or Mediacom pursuant to (i) any Order by the Commission; (ii) any Order by the Federal Communications Commission; or (iii) that is not otherwise required by 47 U.S.C. § 251(c)(3) or by 47 C.F.R. Part 51.

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- d) If any part or all of Sprint's interconnection agreement is rejected by GTC during the current bankruptcy case, then Mediacom agrees this adoption agreement and the adoption of the associated Sprint interconnection agreement will terminate within 45 days of that rejection becoming effective and Mediacom shall either request to opt into another interconnection agreement or to negotiate a different interconnection agreement with GTC within that 45-day time period. Should the parties fail to reach an agreement in such time, they agree to continue to operate under the existing agreement until a replacement agreement is effective.
- e) Notice to Mediacom and GTC as may be required or permitted under the Terms shall be provided as follows:

To Mediacom: Ms. Anne Sokolin-Maimon
Vice President, Regulatory Affairs
MCC Telephony of Florida, LLC
100 Crystal Run Road
Middletown, NY 10941
amaimon@mediacomcc.com

With a copy to: Mediacom
Legal Department
100 Crystal Run Road
Middletown, NY 10941

To GTC: Regulatory Department
FairPoint Communications
1 Davis Farm Road
Portland, ME 04103

With a copy to: Shirley J. Linn
General Counsel and Executive Vice President
FairPoint Communications, Inc.
521 East Morehead Street, Suite 250
Charlotte, NC 28202

- f) Mediacom represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
- g) The Parties agree that the Terms shall supersede and replace in full any and all prior agreements, written, and oral, between Mediacom and GTC for interconnection and other services addressed in the Terms. Any outstanding payment obligations of the parties that were incurred but not fully paid under any prior agreement between Mediacom and GTC constitute payment obligations of the parties under this adoption.
- h) GTC's pricing schedule for interconnection agreements which is attached as Exhibit A hereto, shall apply to Mediacom's adoption of the Terms. Mediacom should note that the aforementioned pricing schedule may contain rates for certain services, the terms

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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 GTC to provide the subject services and in no way waives GTC'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.

- i) Mediacom's adoption of the Terms shall become effective on the date the Florida Public Service Commission approves this agreement. GTC shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Mediacom.
2. As the Terms are being adopted by Mediacom pursuant to § 252(i) of the Act, GTC does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTC of the Terms does not in any way constitute a waiver by GTC of any position as to the Terms or a portion thereof, nor does it constitute a waiver by GTC 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 Mediacom's adoption of the Terms.
 3. Nothing herein shall be construed as or is intended to be a concession or admission by GTC or Mediacom 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 GTC and Mediacom expressly reserve their full rights to assert and pursue claims arising from or related to the Terms.
 4. GTC reserves the right to deny Mediacom's application of the Terms, in whole or in part, upon proving to the Commission that:
 - a) the costs of providing the Terms to Mediacom are greater than the costs of providing them to Sprint; and / or
 - b) provisioning the Terms to Mediacom is not technically feasible.
 5. For avoidance of any doubt, please note that adoption of the terms will not result in reciprocal compensation payments for Internet traffic.
 6. Should either party try to apply the Terms in a manner that conflicts with Paragraphs 2 through 5 above, the other party reserves the right to seek appropriate legal and/or equitable relief.

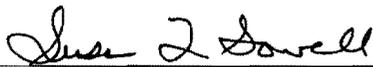
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7. In the event that a voluntary or involuntary petition has been or is in the future filed against Mediacom under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding an "Insolvency Proceeding"), then: (A) all rights of GTC under such laws including without limitation, all rights of GTC under 11 U.S.C. § 366, shall be preserved, and Mediacom's adoption of the Terms shall in no way impair such rights of GTC; and (B) all rights of Mediacom resulting from Mediacom'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 GTC pursuant to 11 U.S.C. § 366.

GTC, INC. d/b/a FAIRPOINT COMMUNICATIONS

By: 
Printed Name: Susan L. Sowell
Title: VP
Date: 2/18/2010

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

MCC TELEPHONY OF FLORIDA, LLC

By: 
Printed Name: Daniel P. Templin
Title: Group VP, Strategic Marketing and Product Development
Date: 2/4/10

Pricing Attachment

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Direct Interconnection Facilities:

- | | | |
|----|-------------------------------------|--|
| 1. | Direct Trunk Transport Termination: | |
| | a) DS1 | \$ 94.38 / termination /month |
| | b) DS3 | \$ 525.64 / termination /month |
| 2. | Direct Trunk Transport Facility: | |
| | a) DS1 | \$ 19.14 / mile / month |
| | b) DS3 | \$ 131.77 / mile / month |
| 3. | Non-recurring Installation Charge | \$ 338.00 / Per 24 trunks activated or fraction thereof, per order |

B. Transit Traffic Rate: \$0.008 / min.

C. General Charges:

- | | | |
|----|-------------------------------------|--------------------|
| 1. | Service Order Charge (LSR)** | \$ 25.00 / request |
| 2. | Service Order Cancellation Charge** | \$ 12.00 / request |
| 3. | Service Order Change Charge** | \$ 12.00 / request |
| 4. | Expedited Due Date Charge** | \$ 45.00 / request |
| 5. | Technical Labor:** | |

Install & Repair Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 24.57 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 36.85 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 49.13 / ½ hr |

Central Office Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 29.97 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 44.96 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 59.95 / ½ hr |

LNP Coordinator:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 43.32 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 64.99 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 86.65 / ½ hr |

Administrative Support:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 13.65 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 20.47 / ½ hr |
| *Premium Time (outside of schedule work day) | \$ 27.29 / ½ hr |

- | | | |
|----|---|---|
| 6. | Rates and Charges for LNP Coordinated Hot Cut (CHC) | Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above. |
|----|---|---|

* Minimum 4 hours when a technician is called out during Overtime or Premium Time.

** These charges are reciprocal and apply to both ILEC and CLEC.