

FairPoint Communications, Inc.
State of New Hampshire
Docket No. DT 07-011

Respondent: Peter G. Nixon
Title: President

REQUEST: Office of Consumer Advocate - Rebuttal

DATED: September 19, 2007

ITEM: OCA R-137 Refer to page 31, lines 20-21, of the Rebuttal Testimony of Peter G. Nixon.

- a. Please define "in the 'ordinary course.'"
- b. Is "in the 'ordinary course'" the same as in the "normal course" as words are used on page 18, lines 1-3? If not, please explain the differences.
- c. What attributes of the information that FairPoint receives from Verizon on a monthly basis would indicate to FairPoint that Verizon is not running the business "in the 'ordinary course'"?
- d. If Verizon were not to run business "in the 'ordinary course,'" under the agreement that FairPoint negotiated with Verizon, what options would FairPoint have?

REPLY:

- a. Please refer to FairPoint's response to Data Request OCA R-132 (a).
- b. Yes, they are interchangeable terms.
- c. Please refer to FairPoint's response to Data Request OCA R-132 (b).
- d. The FairPoint lead requests that Verizon meet their commitments. If this is not met then it is escalated to the Project Lead, and then to Peter Nixon. Please also refer to FairPoint Data Response Staff RDR-34.