

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

**Respondent:** Peter G. Nixon  
**Title:** Chief Operating Officer

**REQUEST:** Office of Consumer Advocate  
Group II

**DATED:** April 13, 2007

**ITEM:** OCA 2-5 Please provide in Excel spreadsheet format, separately for the Chatham and East Conway localities as well as the Maine and Vermont exchanges, by month from January 1997 to June 2006, the objective versus actual result for residential customers for the following metrics:

- a. Held orders over thirty days;
- b. Average trouble report/100 lines;
- c. Average % out of service less than 24 hours;
- d. Average hours repair completion;
- e. Average % repair commitments met;
- f. Repair service answer time;
- g. Average installation intervals (days);
- h. Out-of-service repair intervals (hours);
- i. Percent installation commitments met;
- j. Repeat troubles as percent of initial troubles;
- k. Percent installation dissatisfaction;
- l. Percent repair dissatisfaction;
- m. Switch outages; and
- n. Average switch downtime (seconds).

**REPLY:** **OBJECTION:** FairPoint objects to Data Request 2-5 on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence and that the request would require FairPoint to create evidence that does not currently exist. Subject to and without waiving these objections, FairPoint will respond

to the extent information is in its custody, possession or control and in the manner so stored or maintained by FairPoint for the period from 2003 to the present. [Objection served April 20, 2007.]

- a. There are no state (ME, NH or VT) metrics on this. We began tracking this internally in 2005. Our goal is to take care of new construction orders within a 30-day timeframe. However, there are instances where electric utilities' approval and/or easements are required, and that could sometimes cause a new construction order to go over 30 days. Our process is when the customer orders service, and if new construction, the order is dated seven (7) days out. A locate is done by a technician, and if it needs construction, an engineer is sent to the site. The engineer will inform Customer Service that the order needs to be dated out to 30 days. FPNE internal tracking shows from K drive report -- Orders held over 30 days due to Construction within FPNE are: 0.8% in 2005 (9 months reporting); 0% in 2006; 0% in 1<sup>st</sup> quarter 2007.
- b. For NH, Attachment CFPNH 0266 – CFPNH 0275 is being produced under seal and pursuant to RSA 378:43 and the Protective Agreement in this Docket. For ME, Attachment CFPNH 0276 – CFPNH 0373 is being produced under seal and pursuant to RSA 378:43 and the Protective Agreement in this Docket. For VT, Attachment CFPNH 0226- CFPNH 0265 is being produced under seal and pursuant to RSA 378:43 and the Protective Agreement in this Docket.
- c. We report outages under the specific State Network Outage reporting requirements. We believe that based upon our access lines for ME, NH and VT, our average would be less than 1% - FPNE having 99% as an average out of service less than 24 hours.
- d. We do not track this information, but average repair time is estimated to be 1-1/2 hours from the time the technician receives the trouble ticket until it is cleared.
- e. We do not specifically track this information for ME or VT. In NH, we track % of trouble appointments not met. Attachment CFPNH 0266 – CFPNH 0275, Section 7 is being produced under seal and pursuant to RSA 378:43 and the Protective Agreement in this Docket.
- f. We do not track this information.
- g. We do not specifically track this information. Our internal objective is 3-5 days if a technician is required or 48 hours for switch work only. We do not have separate information

for each state, but the average % of Installations within 3 days for FairPoint, Northeast is 49.1% in 2005 and 99.9% in 2006

- h. We do not track this information. Our objective is to respond to a customer's no dial tone repair request as soon as possible and within 24 hours of customer's no dial tone repair request to our Repair/Dispatch Department or our after hours answering service that contacts our On Call technicians. We track over 24 troubles not met. See the Attachments noted above in this response.
- i. This is tracked for Vermont PBS SQI; but not for Maine and NH PUC SQI reports. Our percent of installations not met is less than 0.5%, thereby FPNE meeting its installation commitments by 99% in all of its 3 states.
- j. Attachment CFPNH 0219 – CFPNH 0220 is being produced under seal and pursuant to RSA 378:43 and the Protective Agreement in this Docket. Note: The repeat trouble data includes any trouble reported on the same access line # within 30 days whether or not it is a repeat of the same trouble. This report also includes non-regulated services and CPE. The Company does not maintain separate data sought in the question. Data is limited to 2005 – 2006 as we did not track this information prior to this report.
- k. We do not track this information.
- l. We do not track this information.
- m. Our switch has not gone out at any time.
- n. We have not had any switch downtime

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

**Respondent:** Chris Barron  
**Title:** Director, Corporate  
Development

**REQUEST:** Office of Consumer Advocate  
Group II

**DATED:** April 13, 2007

**ITEM:** OCA 2-43 Re page 5, lines 1-7. Provide a complete guide to all documents and materials examined including, at a minimum, the title of the document, the date of the document, the author(s) (including position/title of author) of the document, and the length of the document.

**REPLY:** **OBJECTION:** FairPoint objects to Data Request 2-43 on the grounds that it is overbroad and seeks some of FairPoint's most confidential and proprietary information, and that the request may seek confidential or proprietary information of a third party which FairPoint is not authorized to disclose and that the request would require FairPoint to create evidence that does not currently exist. [Objection served April 20, 2007.]

Subject to and without waiving these objections, FairPoint responds as follows:

Following is a topical list of documents reviewed.

CO map showing remote/hubs
Network hub with annotations of fiber/copper, IDF
Switch data
Switch/Network Elements
LATA map
Subscriber carrier equipment & loop systems detail, installed
DSL Network Configuration
Fast Packet Network Configuration
SS7 Network Configuration including location of STPs, SCPs, and links
E911 Network
Leased Circuits
Working and installed trunks

Public Communications Footprint
Exchange cable mileage by type
Special services inventory by Central Office
Tower locations
List of non-CALEA compliant switching equipment
Operating Equipment inventory

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

**Respondent:** Michael Haga  
**Title:** Director of Billing & Operations  
Support Systems

**REQUEST:** Office of Consumer Advocate  
Group III, Set 1

**DATED:** April 20, 2007

**ITEM:** OCA 3-10 Has FairPoint determined what hardware platforms are to be used to accommodate the proposed back office systems? If the answer is yes please provide a detailed description of the hardware. If the answer is no, when will the hardware decision be made.

**REPLY:** Not at the present time. FairPoint will likely decide during the third quarter of 2007.

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

**Respondent:** Michael Haga  
**Title:** Director of Billing & Operations  
Support Systems

**REQUEST:** Office of Consumer Advocate  
Group III, Set 1

**DATED:** April 20, 2007

**ITEM:** OCA 3-13 Please provide a schematic identifying each operational system and/or element that will be required under FairPoint's proposal to provision a new order for dial tone, from receipt by a customer service representative until the service order is placed in service.

**REPLY:** **OBJECTION:** FairPoint objects to Data Request 3-13 to the extent that it is overbroad in that the request would require FairPoint to create evidence that does not currently exist. Subject to and without waiving these objections, FairPoint will provide information responsive to Data Request 3-13. [Objection served April 27, 2007.]

At present, the FairPoint system architecture is not final. FairPoint anticipates finalizing this system during the third quarter of 2007.

**FairPoint Communications, Inc.**  
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**Docket No. DT 07-011**

**Respondent:** Walter E. Leach, Jr.  
**Title:** Executive Vice President,  
Corporate Development

**REQUEST:** Office of Consumer Advocate

Group V, Set 1

**DATED:** May 4, 2007

**ITEM:** OCA 5-5

Will there be any requirement for Board nominees to have ties to any of the three New England states affected by this proposed merger? If so, please describe and indicate whether each state will be equally represented?

**REPLY:**

No, there is no requirement for the nominees to the Board of Directors (post-closing) to have ties to Maine, New Hampshire or Vermont. In order to select a diverse Board, however, geographical "ties" may be a factor in the selection process. Members of the Board may have ties to one or more of the states at issue. For example, Ms. Jane E. Newman, one of Verizon's nominees, is currently interim President of the University of New Hampshire (as discussed in Amendment Number 1 to FairPoint's Form S-4) and has served as a former director of the Public Service Company of New Hampshire.

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

**Respondent:** Michael L. Harrington  
**Title:** Vice President, Network  
Engineering Services

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group II  
**DATED:** June 11, 2207

**ITEM:** OCA FDR II-3  
Please provide the contract that FairPoint and Verizon have entered into (when complete) regarding Verizon's provision of ALI 911 after the TSA expires.

**REPLY:** The proposal for Verizon to provide certain E911 services is not expected to be received until on or about June 22, 2007. After receipt, FairPoint will assess the Verizon proposal along with competing, alternative proposals to identify a responsible and complete E911 service solution.

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**Respondent:** Michael L. Harrington  
**Title:** Vice President, Network  
Engineering Services

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group II

**DATED:** June 11, 2207

**ITEM:** OCA FDR  
II-4

In response to Staff questions, FairPoint indicated that it is still waiting for data regarding service quality and “root cause” issues from Verizon. FairPoint indicated that it would provide documents to Staff related to this issue. Please provide all documents to the OCA as well.

**REPLY:** Based on further information provided orally by Verizon, FairPoint has concluded that the service quality issues can be addressed primarily through staffing increases at the technician level.

**FairPoint Communications, Inc.**  
**State of New Hampshire**  
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**Respondent:** Michael L. Harrington  
**Title:** Vice President, Network  
Engineering Services

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group II

**DATED:** June 11, 2207

**ITEM:** OCA FDR II-6 Provide a comprehensive update to FairPoint's assessment of the status of the quality of service in New Hampshire.

**REPLY:** FairPoint is continuing to analyze current service quality in New Hampshire and develop plans for improvement. In general, FairPoint has concluded that the existing Verizon network and employee base provide a strong platform to be able to offer high quality service. FairPoint has reviewed applicable New Hampshire quality measures implemented in connection with the NYNEX-Bell Atlantic merger and expects to be able to achieve compliance commencing six months following the cutover from TSA services to FairPoint's new systems. Please refer to FairPoint's response to OCA FDR II-17. Service quality will improve through the expanded availability of broadband services through FairPoint's broadband expansion plan. FairPoint is working with wholesale customers to address their quality of service needs, in addition to agreeing to conform to the PAP. FairPoint is also working with electric utilities to address joint pole issues.

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**Respondent:** Michael L. Harrington  
**Title:** Vice President, Network  
Engineering Services

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group II  
**DATED:** June 11, 2207

**ITEM:** OCA FDR II-15 FairPoint indicated that it had not yet done a full review of Verizon's service quality in New Hampshire and suggested that once it "dives into the data" the leadership team will have a better sense of the problems in New Hampshire. FairPoint indicated that it would be receiving additional data from Verizon.

- a. Please provide a copy of any and all additional data that Verizon provides to FairPoint when the data becomes available.
- b. Please provide any and all documents (*e.g.* memoranda, studies, analyses, and presentations) produced by, or on behalf of, FairPoint with respect to service quality and network assessments in New Hampshire that FairPoint has not yet provided in response to discovery. Please consider this an ongoing request.
- c. Please provide a comprehensive update to FairPoint's assessment of the status of the quality of service in New Hampshire.

**REPLY:** **OBJECTION:** FairPoint objects to OCA FDR II-15 to the extent that it is overbroad, unduly burdensome and seeks information confidential or proprietary information of a third party which FairPoint is not authorized to disclose. Subject to and without waiving these objections, FairPoint will provide information responsive to FDR II-15. [Objection served June 18, 2007.]

- a. All relevant data will be provided as it becomes available.
- b. Upon receipt of data from Verizon, and continuous receipt up to and through close, FairPoint will utilize the data to understand the

root causes of service quality issues in order to develop remediation plans to restore service to higher quality levels. All such relevant data will be provided as it becomes available.

c. FairPoint's assessment of service quality issues in New Hampshire will be shared as it is updated.

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**Respondent:** Peter G. Nixon  
**Title:** Chief Operating Officer

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group II  
**DATED:** June 11, 2207

**ITEM:** OCA FDR  
II-17  
At the technical sessions it was not clear whether FairPoint intends to meet the PUC's current service quality standards in its newly acquired exchanges post-close.

- a. Please confirm that FairPoint intends to meet the PUC's service quality standards. If it does not intend to, please discuss the standards that the company proposes to meet.
- b. FairPoint indicated that it would be able to meet the standards "over time" after the close of the transaction. Please provide an estimate of the time lapse between the close of the transaction and when customers can expect service to meet PUC standards. Provide any and all workpapers, assumptions, documents, and other related materials upon which this estimate is based.
- c. Please provide an estimated budget to meet PUC standards.
- d. Please describe fully FairPoint's expectations, if any, regarding progress Verizon will make, pre-transaction, in moving service quality performance closer to PUC standards.
- e. Would FairPoint be willing to agree to automatic financial penalties for failure to meet service quality benchmarks as part of a condition of transaction approval?

**REPLY:**

- a. FairPoint will meet the PUC's service quality standards commencing six months after the cutover is complete. To do so will require an increase in technicians. FairPoint intends to hire those additional technicians.
- b. Please refer to subpart (a) above. FairPoint cannot complete that analysis until after closing.

- c. FairPoint estimates that the operating expense increase to meet these requirements will be approximately \$1 million per year.
- d. FairPoint expects that Verizon will operate the business in the ordinary course consistent with past practice.
- e. No. FairPoint believes that the appropriate approach is to hire the additional technicians to be able to meet the requirements. FairPoint can report on its progress in adding technicians.

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**Respondent:** Michael Haga  
**Title:** Director of Billing & Operations  
Support Systems

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group III  
**DATED:** June 11, 2207

**ITEM:** OCA FDR  
III-1  
Based on the technical session, please confirm that FairPoint intends to give CLECs 6 months notice before the cutover. If this is incorrect, how much notice will FairPoint give to CLECs before the "black-out" period? If, as the scheduled date of the black-out period approaches, FairPoint determines that it must further revise the date for the cutover, what is the least amount of notice that FairPoint will give CLECs prior to the actual cutover?

**REPLY:** During the Technical Session, FairPoint stated that it is targeting May 30, 2008 as the cutover date, which will begin the Transition Period, referred to as the "black-out" period. Currently, FairPoint has no plans of moving this date forward and will inform all parties when it intends to submit its notice of Cut-Over Readiness, which is currently planned for March of 2008.

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**Respondent:** Michael Haga  
**Title:** Director of Billing & Operations  
Support Systems

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group III

**DATED:** June 11, 2207

**ITEM:** OCA FDR  
III-2                      What is the anticipated duration of the "black-out" period?

**REPLY:**                      The period is currently estimated to be five days. This estimate may change depending on, among other things, the results of the test data extracts.

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**Respondent:** Michael Haga  
**Title:** Director of Billing & Operations  
Support Systems

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group III

**DATED:** June 11, 2207

**ITEM:** OCA FDR  
III-6 Please describe the financial consequences to FairPoint of delaying  
the cutover date (if it determines that it is not ready).

**REPLY:** The main financial consequence is that FairPoint will be continuing  
to pay Verizon for transition services while at the same time having  
incurred the capital and operating costs for the new FairPoint  
systems.

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

**Respondent:** Peter G. Nixon  
**Title:** Chief Operating Officer

**REQUEST:** Office of the Consumer Advocate  
Follow-Up Data Requests Group V  
**DATED:** June 11, 2007

**ITEM:** OCA FDR V-5  
Did FairPoint contemplate or ask for a provision in its contract with Verizon that would prohibit employees, post-transaction, from moving from FairPoint to Verizon for a specified period of time? If not, why not?

**REPLY:** **OBJECTION:** FairPoint objects to OCA FDR V-5 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, FairPoint will provide information responsive to FDR V-5.  
[Objection served June 18, 2007.]

No. FairPoint did not believe such a provision was necessary because Verizon is leaving the region and FairPoint is taking over local exchange operations in all three states.