



DT 10-137

**CONFIDENTIAL  
MATERIAL  
IN COMM FILE**

August 24, 2010

PATRICK C. MCHUGH, ESQ.  
V.P. AND ASST. GENERAL COUNSEL  
207.535.4190  
PMCHUGH@FAIRPOINT.COM

***VIA ELECTRONIC DELIVERY &  
UNITED STATES MAIL***

Debra A. Howland, Executive Director & Secretary  
New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite  
Concord, NH 03301-2429

**RE: Destek Networking Group ("Destek"), correspondence dated August 20, 2010**

Dear Ms. Howland,

On behalf of Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE ("FairPoint"), I am in receipt of the above referenced correspondence. In my opinion, several of the issues raised by Destek do not warrant a response. Thus, this correspondence only contains a response to those issues which I believe require clarification.

As a first matter, from my perspective, several facts provided to members of the Commission's Staff regarding FairPoint's failure to "live up to" or abide by its contracts with Destek must be addressed. Indeed, I understand Destek represented that FairPoint had "reneged" on a contract with Destek. Destek's correspondence of August 20 makes similar assertions wherein Attorney Patch notes that Destek had not known of the need to file a contract with the Commission and then asserts that "[t]his is not the agreement that Destek originally signed with FairPoint on July 26, 2010." The information simply is not correct.

Instead, FairPoint and Destek entered into a single contract labeled "Service Agreement (ICB)", signed by both parties' representatives on July 26, 2010. The first paragraph of the contract makes reference to FairPoint's services being provided subject to any necessary regulatory approvals. FairPoint's sales representative, Mr. Kenneth Glander, provided a copy of the fully executed contract to Destek's representative, Mr. Brian Susnock, prior to FairPoint's filing same with the Commission pursuant to RSA 378:18. FairPoint completed its work necessary to provision the required services on Friday, August 13, 2010. A copy of the filing made with the Commission and the contract are provided with this correspondence on a confidential basis. A copy of the filed cost study has not been provided with this correspondence.

In addition, FairPoint does not agree with Destek's assertions that a "significant failure of the regulatory process" or that any failure of the regulatory process resulted in the alleged unwarranted disconnection of Destek's Internet dial up customers. Prior to the termination of the inbound trunks utilized by Global Naps, Inc. ("GNAPs"), Destek knew or should have known of

Debra A. Howland  
Executive Director & Secretary  
August 24, 2010  
Page 2

the significant problems which arose from GNAPs' use of the public switched telephone network ("PSTN") in Northern New England. Indeed, prior to the termination of GNAPs' interconnection with the PSTN in New Hampshire, it was well publicized that FairPoint had undertaken similar efforts in Maine and Vermont and that FairPoint in fact had successfully terminated GNAPs' interconnection with the PSTN in those states. It had been well publicized that FairPoint and multiple other local exchange carriers ("LECs") undertook the same efforts in New Hampshire. An Order of Notice in Docket No. DT 10-137, which was published in the Union Leader on June 14, 2010, clearly spelled out FairPoint's intention to terminate service to GNAPs. Moreover, due to the enormous judgments entered against GNAPs in various courts, GNAPs had been placed in receivership by the United States District Court for the District of Massachusetts.

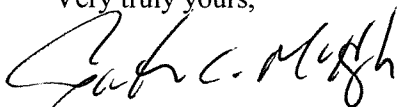
That Destek decided to continue a business relation with a company such as GNAPs, given all of the legal and other problems faced by GNAPs and its stock holders, is neither the fault of the Commission nor the fault of FairPoint. That Destek's end user customers were placed in the position of losing service for a brief period of time is neither the fault of the Commission nor the fault of FairPoint. To the extent any party bears fault for such matters, Destek should look no further than its own actions. Indeed, it is noteworthy that Destek fails to acknowledge in its correspondence of August 20 that FairPoint stayed its termination activities for over thirty days from the date GNAPs advised Destek in writing of the termination of GNAPs' interconnection with the PSTN. In my opinion, FairPoint was under no legal requirement to maintain GNAPs' interconnection for even a single day, much less an indefinite period of time, to avoid disruption to Destek's end user customers. There is no assertion to the contrary in the correspondence of August 20.

Finally, FairPoint does not agree that the Commission should consume its time and resources with a "...review of how this situation was handled". FairPoint does not agree that it should be forced to consume its time and resources with respect to such a "review". In the event the Commission determines that the actions or failures of GNAPs, its stock holders or the receiver warrant investigation, then FairPoint requests that it not be required to formally participate in such a docket.

Debra A. Howland  
Executive Director & Secretary  
August 24, 2010  
Page 3

An original and seven copies of this correspondence, along with an accompanying disk, will be sent via Federal Express on August 24, 2010. A completely public version of the submission (which will not contain as an attachment the FairPoint-Destek contract) and a confidential version of the submission (which will contain as an attachment the FairPoint-Destek contract) will be provided.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick C. McHugh". The signature is fluid and cursive, with the first name "Patrick" and last name "McHugh" clearly distinguishable.

Patrick C. McHugh,  
Vice President & Assistant General Counsel  
FairPoint Communications

cc: Douglas L. Patch, Esq.  
Harry N. Malone, Esq.  
Commission Staff



Teresa R. Rosenberger  
State President - NH  
900 Elm Street, Suite 1611  
Manchester, NH 03101

August 16, 2010

Ms. Debra A. Howland  
Executive Director & Secretary  
New Hampshire Public Utilities Commission  
21 South Fruit Street  
Concord, New Hampshire 03301

**- RECEIPT -**

RE: Special Contract for Service with Destek

Dear Ms. Howland:

In accordance with New Hampshire RSA §378:18(b), I have enclosed the original and seven (7) copies of a special contract between Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE ("FairPoint") and The Destek Group ("Destek") for filing with the New Hampshire Public Utilities Commission. This filing also includes a cost analysis and billing details of the offering. After the contract was signed, FairPoint discovered a \$5 per month discrepancy between the listed individual monthly rates and the total of those listed monthly rates to which the customer agreed. FairPoint will charge Destek the lower total monthly charges to which Destek committed and the cost support for the contract reflects the charges which will be billed.

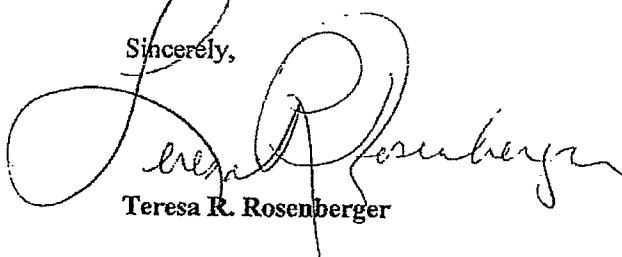
FairPoint respectfully requests expedited consideration for approval of this special contract. Destek will need to interconnect with the FairPoint network to provision certain services to its end user customers. Please note, however, that FairPoint has installed the ISDN Primary Rate Interface ("PRI") as specified within the contract on Friday August 13, 2010. FairPoint would like to charge Destek in accordance with the contract rates as soon as possible.

As part of and in support of its filing, FairPoint submits records and information that are subject to confidential treatment pursuant to RSA 378:43. These records, which have been marked "confidential", pertain to the provision of competitive services; set forth trade secrets or other confidential information falling within the scope of RSA 378:43, II(b); and are not general public knowledge or published elsewhere, the Company having taken measures to prevent dissemination of the records and information in the ordinary course of business.

Thank you for your attention in this matter.

Please acknowledge receipt of this letter and its enclosures by signing or stamping and dating the receipt copy of this letter.

Sincerely,



Teresa R. Rosenberger

NHPUC AUG16'10 PM 4:01

**SPECIAL CONTRACT FOR SERVICE**

**Northern New England Telephone Operations LLC  
d/b/a FairPoint Communications-NNE**

**WITH**

**Destek**

Northern New England Telephone Operations LLC  
d/b/a FairPoint Communications-NNE

WITH

Destek

SPECIAL CONTRACT  
SUPPORTING MATERIAL

**INDEX**

1. CONTRACT OVERVIEW
2. COST STUDY DETAILS
3. CONTRACT

## **SECTION 1**

### **CONTRACT OVERVIEW**

## OVERVIEW OF CONTRACT

### Destek

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for ISDN PRI Services between FairPoint Communications-NNE and Destek, and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides ISDN PRI with special rates for a thirty six (36) month term. Customer may order additional Service at the same rates during the ISDN PRI promotional period that ends August 27, 2010 The Service Period for all Services ordered hereunder shall be coterminous. The Services will revert back to month-to-month tariff rates unless Customer negotiates a new agreement or terminates Services in writing.



## **SECTION 2**

### **COST STUDY DETAILS**

### **SECTION 3**

#### **CONTRACT**