

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

DT 09-039

Freedom Ring Communications, LLC d/b/a BayRing Communications

v.

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

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

Now comes Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE (“FairPoint”) and, in answer to the complaint filed with the New Hampshire Public Utilities Commission (this “Commission”) on or about March 2, 2009 (the “Complaint”) by Freedom Ring Communications, LLC d/b/a BayRing Communications (“BayRing”), states as follows:

1. FairPoint answers that the Transfer Order speaks for itself.
2. FairPoint answers that the Transfer Order and the Competitive Local Exchange Carrier (“CLEC”) Settlement Agreement speak for themselves.
3. FairPoint answers that the Transfer Order, RSA 374:1 and RSA 374:3 speak for themselves.
4. FairPoint answers that the Transfer Order speaks for itself.

5. The allegations in paragraph 5 of the Complaint consist entirely of legal conclusions as to which no answer is required. To the extent that allegations in paragraph 5 of the Complaint contain factual assertions, FairPoint denies said allegations.

6. The allegations in paragraph 6 of the Complaint consist entirely of legal conclusions as to which no answer is required. To the extent that allegations in paragraph 6 of the Complaint contain factual assertions, FairPoint denies said allegations.

7. FairPoint is without sufficient information to admit or deny BayRing's allegations with respect to the matters that the referenced third party monitor did or did not consider. In all other respects, the allegations contained in paragraph 7 of the Complaint are denied.

8. FairPoint admits that the Commission conducted a hearing on November 25, 2009, concerning FairPoint's readiness for cutover. With respect to the remaining allegations contained in paragraph 7 of BayRing's Complaint, the referenced transcript excerpts speak for themselves as to the nature of the testimony offered by any particular witnesses or the assertions made by any particular party.

9. FairPoint's testimony and exhibits submitted at the November 25, 2009 hearing speak for themselves. FairPoint admits that it asserted during the hearing that FairPoint had met the applicable readiness criteria for the issuance of the irrevocable notice of cutover readiness to Verizon New England Inc. (or its affiliated entities). FairPoint further admits that the Commission did not intervene to prevent the cutover.

10. FairPoint admits that the cutover began on January 31, 2009. FairPoint admits that during the period from January 23, 2009 until February 9, 2009, CLEC orders (other than emergency orders) could be entered but not processed. FairPoint is without sufficient information to admit or deny any specific use made by BayRing of the new FairPoint operational

support systems commencing on February 9, 2009. FairPoint denies any remaining allegations made in the remainder of paragraph 10 of BayRing's complaint.

11. FairPoint denies the allegations made in paragraph 11 of the Complaint.

12. With respect to the allegations made in the first sentence of paragraph 12 of the Complaint, FairPoint admits that it has been contacted by BayRing. FairPoint is without sufficient information to admit, deny or otherwise describe BayRing's "participating in industry-wide conference calls". In all other respects, FairPoint denies the allegations made in paragraph 12 of the Complaint.

13. The allegations in the first sentence of paragraph 13 of the Complaint consist entirely of legal conclusions as to which no answer is required. To the extent that the remaining allegations in paragraph 13 of the Complaint contain factual assertions, FairPoint denies said allegations.

14. FairPoint admits that it experienced incorrect data conditions (i.e., issues with interpretation of the data by the new FairPoint systems, issues with mapping the data to the new FairPoint systems or issues with the inherited data) with respect to customer service records, address validations and loop qualifications following the completion of cutover which affected the ability of FairPoint to deliver complete and accurate information. FairPoint has worked diligently to remedy those data conditions with, as appropriate, the assistance and cooperation of Verizon. Otherwise, FairPoint denies the allegations made in paragraph 14 of the Complaint.

15. FairPoint admits that it experienced incorrect data conditions with address validation following the completion of cutover. FairPoint has worked diligently to remedy those data conditions with, as appropriate, the assistance and cooperation of Verizon. FairPoint is without sufficient information to admit or deny the specific pre-ordering responses received by

BayRing. FairPoint admits that its pre-ordering systems constitute an important source of information for order entry. FairPoint further admits that inaccurate order entry information can affect order processing. In all other respects, FairPoint denies the allegations made in paragraph 15 of the Complaint.

16. The allegations in the first sentence of paragraph 16 of the Complaint consist entirely of legal conclusions as to which no answer is required. FairPoint admits that BayRing's orders for circuits at the T1 level and above have required manual intervention. To the extent that the remaining allegations in paragraph 16 of the Complaint contain factual assertions, FairPoint denies said allegations.

17. FairPoint denies the allegations made in paragraph 17 of the Complaint.

18. FairPoint denies that BayRing orders are "stuck". All orders are under a provisioning plan. When an incorrect data condition or application functionality defect arises which precludes the provisioning of an order, then FairPoint attempts to resolve such incorrect data condition or application functionality defect. Orders are entered into the systems on a first-in-first-out basis with normal exceptions for public safety and medical/emergency considerations and subject further to the option that FairPoint has provided to wholesale customers to prioritize their own orders for resolution. Resolution of incorrect data conditions and application functionality defects, and the resultant completion of any particular order, may require different periods of time depending on the complexity of the product being ordered, the provisioning plan and the nature of the incorrect data condition or application functionality defect. In all other respects, FairPoint denies the allegations made in paragraph 18 of the Complaint.

19. FairPoint denies the allegations made in paragraph 19 of the Complaint.

20. The allegations in the first sentence of paragraph 20 of the Complaint consist entirely of legal conclusions as to which no answer is required. FairPoint admits that initially following cutover it experienced problems with early and inaccurate provisioning complete notices. FairPoint responded promptly with a manual work-around and has made changes to the operational support systems to remedy this condition. In all other respects, FairPoint is without sufficient information to admit or deny the remaining allegations made in paragraph 20 of the Complaint.

21. FairPoint is without sufficient information to admit or deny difficulties encountered by BayRing with respect to the allegations contained in the first sentence of paragraph 21 of the Complaint. In all other respects, FairPoint denies the allegations made in paragraph 21 of the Complaint.

22. FairPoint denies the allegations made in paragraph 22 of the Complaint.

23. The allegations in paragraph 23 of the Complaint consist entirely of legal conclusions as to which no answer is required. To the extent that allegations in paragraph 23 of the Complaint contain factual assertions, FairPoint denies said allegations.

24. The allegations in paragraph 24 of the Complaint consist entirely of legal conclusions as to which no answer is required. To the extent that allegations in paragraph 24 of the Complaint contain factual assertions, FairPoint denies said allegations.

25. The allegations in paragraph 25 of the Complaint consist entirely of legal conclusions as to which no answer is required. To the extent that allegations in paragraph 25 of the Complaint contain factual assertions, FairPoint denies said allegations.

26. FairPoint denies that BayRing is entitled to the relief requested in the prayer for relief stated in the Complaint.

Respectfully submitted,

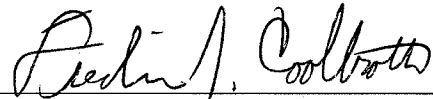
NORTHERN NEW ENGLAND TELEPHONE
OPERATIONS LLC, d/b/a
FAIRPOINT COMMUNICATIONS-NNE

By Its Attorneys

DEVINE, MILLIMET & BRANCH
PROFESSIONAL ASSOCIATION

Dated March 9, 2009

By:



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CERTIFICATE OF SERVICE

I hereby certify that a PDF copy of the foregoing Answer was forwarded this day to the parties by electronic mail.

Dated: March 9, 2009

By:

 
Frederick J. Coolbroth, Esq.
Patrick C. McHugh, Esq.