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# STATE OF NEW HAMPSHIRE

## Inter-Department Communication

**DATE:** July 30, 2010  
**AT (OFFICE):** NHPUC

**FROM:**  David Goyette, Utility Analyst III - Telecommunications

**SUBJECT:** DT 10-198 Fairpoint Communications - NNE  
Special Contract with Sanel Auto Parts Company for Basic Business Service

**TO:** Debra Howland, Executive Director  
Kate Bailey, Director - Telecommunications

On July 27, 2010, Northern New England Telephone Operations LLC d/b/a Fairpoint Communications - NNE (Fairpoint) filed a special contract between Fairpoint and Sanel Auto Parts Company. Under the contract, Fairpoint will provide Sanel Auto Parts Company with basic business service and Direct Inward Dialing (DID) service for a period of 36 months. During the term of the contract Sanel Auto Parts Company may terminate up to 20% of its basic business service lines without termination liability; otherwise termination liability is based on rates set forth in the contract. During the first 12 months of the period Sanel Auto Parts Company can order additional DID service at the rates set forth in the contract. In support of the filing, Fairpoint submitted records and information, including contract terms and conditions, which are subject to confidential treatment pursuant to RSA 378:43.

Staff has reviewed the cost study data submitted by Fairpoint and confirmed that the contract rates exceed the price floor requirements as defined in Order Nos. 23,357 and 23,493 (Docket No. DT 99-018). Based on its analysis, Staff recommends that the special contract be allowed to go into effect pursuant to RSA 378:18-b, II(a).