

DT 01-127

GLOBAL NAPS, INC.

**Petition for an Order Directing Verizon-NH to Comply
With its Interconnection Agreement Obligation
to Pay Reciprocal Compensation**

Order Granting Petition in Part

O R D E R N O. 24,217

October 2, 2003

I. INTRODUCTION AND PROCEDURAL HISTORY

On June 15, 2001, Global NAPS, Inc. (GNAPs) filed a petition with the New Hampshire Public Utilities Commission (Commission) seeking an order that Verizon-New Hampshire (Verizon) must make all payments due to GNAPs under a 1999 Interconnection Agreement between the parties for transactions in New Hampshire, as amended (Interconnection Agreement).

GNAPs alleged in its petition that Verizon violated the terms of the Interconnection Agreement by offsetting the amounts due GNAPs for transactions in New Hampshire against amounts GNAPs owed to Verizon for transactions in other states. The Commission entered an Order of Notice on November 6, 2001, scheduling a prehearing conference, which took place on November 28, 2001. There were no requests for intervention.

Following the prehearing conference, the Commission entered Order No. 23,865, 86 NH PUC 885, on December 7, 2001, finding that the case did not require a hearing and would be

decided on written submissions. Therefore, the Commission posed the following questions to the parties and directed that they be addressed in written briefs:

1. Whether the Commission has jurisdiction to hear this matter, specifically addressing Sections 29.8 and 29.9 of the New Hampshire Interconnect Agreement.
2. If the Commission has jurisdiction, whether it can and should decline to exercise such jurisdiction.
3. Whether Verizon has the right to set-off against its obligation to GNAPs, under the New Hampshire interconnection agreement, for any monies due it by GNAPs under interconnection agreements between the parties for service in other states.

The Commission also directed the Parties to file a joint statement of facts.

The Commission received briefs from GNAPs and Verizon on January 11, 2002. Appended to Verizon's brief were certain exhibits. Among them were excerpts from the transcript of the Commission's hearing in Docket No. DT 00-001 (Exhibit A) and an affidavit of Jonathan Smith, an official of Verizon, to which were appended certain attachments (consisting of correspondence between the parties and a memorandum of understanding entered into by the parties). Verizon also submitted a document reciting stipulated facts agreed to by both parties, as required

by the Commission. In essence, this document simply stated the identity of the Parties, identified the Interconnection Agreement, as amended, and confirmed the existence of correspondence from Verizon to GNAPs on May 4, 2001 and May 22, 2001. The Parties did not stipulate to the truth of the contents of the letters.

On January 23, 2002, GNAPs moved to strike Verizon's Exhibit A and the Smith Affidavit with its attachments. Verizon filed an Objection to the motion on February 4, 2002.

On March 1, 2002, Verizon submitted a copy of a decision issued on February 20, 2002, by the Rhode Island Public Utilities Commission in its case entitled *In Re: Complaint of Global NAPs Inc. Regarding Reciprocal Compensation*, deciding issues similar to those at issue here. Verizon requested that the Commission take official notice of the Rhode Island decision.

II. FACTUAL BACKGROUND

GNAPs is a Delaware corporation with offices in Quincy, Massachusetts. It is registered as a New Hampshire competitive local exchange carrier (CLEC). Verizon, an incumbent local exchange carrier (ILEC), is a New York corporation that operates in New Hampshire as a public utility serving most of

the state. On February 1, 1999, by Order No. 23,127, 84 NH PUC 79, the Commission approved the Interconnection Agreement between GNAPs and Verizon (then known as Bell Atlantic). The Interconnection Agreement was amended on June 29, 2000. One term of the Agreement provided that Verizon pay GNAPs compensation at the rate of \$0.00209 per minute of use for certain calls that terminated on GNAPs' network.

According to the GNAPs petition, Jonathan Smith of Verizon sent GNAPs President Frank Gangi a letter on May 4, 2001, informing GNAPs that Verizon disputed the entire amount of the GNAPs invoice dated April 1, 2002, and intended to set off amounts owed GNAPs from amounts GNAPs owed Verizon in other states.¹ Mr. Smith asserted that GNAPs had failed to bill in accordance with the Interconnection Agreement. Verizon also stated that an alternative basis for Verizon's withholding of payment was GNAPs' "continued failure to pay the long-overdue amount owed by GNAPs for a portion of the first SONET ring between Verizon and GNAPs in Quincy, Massachusetts."

In the letter, Verizon specifically claimed that GNAPs did not comply with section 5.7.2.4 of the Agreement. Verizon stated that in its report to GNAPs, Verizon had identified

¹ The May 4, 2001 letter was attached to the Petition and is an exhibit in this docket.

95,904,531 minutes of use (MOU) that had been originated on the Verizon network and delivered to GNAPs in New Hampshire. The letter stated that GNAPs did not challenge the report under section 5.7.2.3. of the Interconnection Agreement. Instead, the letter stated that GNAPs prepared an invoice for April 1, 2001, billing Verizon for 97,731,544 MOU. The letter states that because GNAPs did not follow the requirements of the Interconnection Agreement, Verizon would not be required to pay the April 1 invoice.

Verizon further stated that it would continue "to offset monies that would otherwise be owed to GNAPs for Intercarrier Compensation to satisfy this GNAPs' financial obligation."

The GNAPs petition also included a May 22, 2001 letter from Mr. Smith of Verizon to Mr. Gangi of GNAPs. This letter stated that Verizon had paid the April 2001 invoices, minus the past due amounts that GNAPs owed to Verizon under the Massachusetts Memorandum of Understanding, and under interconnection agreements between the Parties in Massachusetts and Rhode Island. The May 22, 2001 letter stated that, "because the overdue amount owed by GNAPs exceeds the amount owed by Verizon New England, no payment was made to GNAPs for reciprocal

compensation for Massachusetts, New Hampshire or Rhode Island.”

As claimed by Verizon in this letter, GNAPs owed Verizon the following overdue amounts:

Massachusetts	\$290,389.25	Access Charges
	\$379,206.58	SONET Ring
Rhode Island	\$ 39,850.55	Access Charges
Total	\$709,446.38	

Verizon calculated that it owed GNAPs the following for reciprocal compensation:

Massachusetts	\$ 0.20
New Hampshire	\$200,440.47
Rhode Island	\$339,464.10
Total	\$539,904.77

The amount of reciprocal compensation owed to GNAPs for service in New Hampshire, \$200,440.47, is based on the MOU reported by Verizon in the April 20, 2001 Minutes Report (Verizon Minutes Report) for March 2001 traffic. This is lower than the amount GNAPs stated on its April 1, 2001 invoice to Verizon. Notwithstanding this difference, GNAPs did not challenge the Verizon Minutes Report, as authorized by the Interconnection Agreement. As previously stated, Verizon did not pay the April 1, 2001 invoiced amount to GNAPs, and instead

claimed a set-off of amounts GNAPs allegedly owed Verizon. This claimed set-off led GNAPs to file this Petition.

III. POSITIONS OF THE PARTIES

A. GNAPs

In its petition, GNAPs disputed the amounts Verizon claimed it was owed by GNAPs in Massachusetts and Rhode Island and further asserted that Verizon violated the Interconnection Agreement by unilaterally claiming a right to set-off. GNAPs asked the Commission to reject Verizon's attempt to offset reciprocal compensation payments owed GNAPs in New Hampshire and order Verizon to pay GNAPs' invoices in full.

GNAPs responded to the Commission's questions as follows. As to jurisdiction, GNAPs argued that the Commission has jurisdiction to review and rule on the Petition. GNAPs contended that the Commission has authority to interpret and enforce the interconnection agreement and thereby decide whether Verizon's set-off of \$200,440.47 is a violation of the Agreement. GNAPs argued that the Commission's authority to resolve this issue derives from the federal Telecommunications Act of 1996 (TAct) as well as RSA 365:1 and Section 29.9 of the Interconnection Agreement.

GNAPs pointed out that the TAct authorizes state commissions to mediate and arbitrate disputes over interconnection agreements during the parties' negotiations of such agreements pursuant to 47 U.S.C § 252(a)(2) and (b). GNAPs stated that the TAct also specifies that the state commission must approve each interconnection agreement, 47 U.S.C. §252(e)(1), which federal courts have interpreted as implicitly granting state commissions authority to enforce specific provisions contained in the agreements thus approved. In support of that argument, GNAPs cited *Southwestern Bell v. Brooks Fiber Comm.*, 235 F.3d 493, 497 (10th Cir. 2000) and *Southwestern Bell Tel. Co. v. Public Util. Comm'n*, 208 F.3d. 475, 479 (5th Cir. 2000). GNAPs also argued that the Federal Communications Commission (FCC) has also given a broad interpretation of the state commission authority, citing *Starpower Communications*, 15 F.C.C.R. 11277 (2000).

GNAPs further contended that the Commission has broad authority to resolve disputes under RSA 365:1, which states:

Any person may make a complaint to the commission by petition setting forth in writing any thing or act claimed to have been done or to have been omitted by any public utility in violation of any provision of law, or the terms and conditions of its franchises or charter, or any order of the commission.

Because this Petition is a complaint against Verizon, a New Hampshire utility, GNAPs argued that the Commission has jurisdiction under New Hampshire Law.

GNAPs also argued that the Interconnection Agreement itself provides the Commission with the ability to review disputes. GNAPs directed the Commission's attention to section 29.9 of the Interconnection Agreement, which provides for dispute resolution and states that, "should negotiations fail to resolve the dispute in a reasonable time, either party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction." Additionally, according to GNAPs, section 29.8.5 explicitly allows either party to file a complaint with the Commission to resolve issues related to disputed amounts under the Interconnection Agreement. GNAPs contended that this provision clearly contemplates that the Commission is the appropriate regulatory forum for resolving billing disputes between the parties. According to GNAPs, it is therefore logical to conclude that the Commission is the appropriate forum for construing the Interconnection Agreement as well.

As to the Commission's third question, GNAPs argued that Verizon has no right under the Interconnection Agreement to

apply payments for services rendered in other jurisdictions as a set-off against what is owed GNAPs for reciprocal compensation in New Hampshire. GNAPs contended that the Interconnection Agreement does not contain provisions for self-help where one party believes the other has violated terms of the agreement. Instead, GNAPs avers, the agreement provides for negotiation and adjudication to resolve payment disputes.²

GNAPs states that the Interconnection Agreement does not provide either party the right to set-off. Therefore, according to GNAPs, if there is a legal basis for Verizon's set-off it must be found outside the Interconnection Agreement. GNAPs states categorically that there is no common law right to a set-off. GNAPs acknowledges that set-off is available under New Hampshire statutory law, specifically RSA 515:7, but argues that set-off is only permissible where the claim is liquidated. In other words, according to GNAPs, the debt must qualify as a cause of action to be used as a set-off. See GNAPs Brief at 7, citing *Hathorn v. Loftus*, 143 N.H. 304, 310 (1999) and *Petition of Keyser*, 98 N.H. 198, 200 (1953). Because GNAPs disputes the amounts claimed by Verizon in Massachusetts and Rhode Island,

² In a footnote to its petition, GNAPs pointed out that the agreement also states that the parties should engage in good faith negotiations in the first instance to resolve the dispute. According to GNAPs, further negotiations between GNAPs and Verizon would be pointless.

GNAPs concludes that Verizon is impermissibly attempting to offset what it owes GNAPs against an unliquidated and disputed debt.

GNAPs also contends that this Commission has no authority under state or federal law to arbitrate disputes arising from agreements entered into in other states. According to GNAPs, the TAct grants jurisdiction to a state commission over interconnection agreements entered into in that state only. GNAPs argues that if the Commission has no authority to arbitrate or approve an interconnection agreement in another state, it has no power to interpret or enforce such an agreement. Therefore, according to GNAPs, the Commission cannot adjudicate whether a debt is due under a foreign agreement.

B. Verizon

Verizon conceded that the FCC ruled in *Starpower* that disputes arising from interconnection agreements that seek interpretation and enforcement of interconnection agreements are within the states' responsibility under section 252 of the TAct. Verizon argued, nonetheless, that nothing in the TAct explicitly gives state commissions such authority. Verizon relied on the decision of the U.S. District Court for the District of New Hampshire in *Destek Group, Inc. v. Verizon New England*, 2001 WL

873067 (D.N.H. July 31, 2001). In that case, the court wrote that the only "determination" the Commission is authorized to make under section 252 of the TAct with regard to a voluntarily negotiated interconnection agreement is to approve or reject it. *Id.* at 5-6 (holding that a special contract approved by the Commission is not a section 252 determination). Verizon contended it would be reasonable for the Commission to conclude that the appropriate forum for this dispute - a breach that does not involve an approval or rejection of an interconnection agreement - is a court of competent jurisdiction. However, Verizon stated that should the Commission decide that it has authority to address the dispute in this docket, it should resolve it in accordance with New Hampshire law as required by Paragraph 29.5 of the Agreement.

Verizon argued that it is entitled to a set-off because New Hampshire law explicitly creates such a right in RSA 515 sections 7, 8 and 11. This entitlement is both a statutory and equitable one, Verizon contends, citing *Arcadia Knitting Mills, Inc. v. Elliot Mfg. Co.*, 89 NH 188 (1937) and *In Re Public Service Company of New Hampshire v. New Hampshire Electric Cooperative, Inc.* 884, F.2d 11 (1st Cir. 1989). According to Verizon, the doctrine of set-off is applicable to

this case because GNAPs and Verizon are mutually indebted parties. Inasmuch as GNAPs has instituted a claim before the Commission to require Verizon to pay its indebtedness to GNAPs, Verizon asserted that it is entitled as a matter of equity to set off GNAPs' indebtedness and to pay only the balance. Verizon conceded that the amount to be set off generally must be liquidated, i.e, not in dispute and arising from a contract or judgment.

Verizon contended that nothing in the Interconnection Agreement precluded it from asserting its claim for equitable relief. It stated that other state commissions have approved a provision in interconnection agreements which permitted a set-off of undisputed amounts, and this Commission should allow a set-off in this case.

IV. MOTION TO STRIKE

GNAPs filed a motion to strike from the record two documents appended by Verizon to its brief: an affidavit of Jonathan B. Smith and the document identified as Exhibit A, which comprises excerpts from testimony by GNAPs witness Fred Goldstein in an unrelated Commission proceeding.³ These documents were offered by Verizon to dispute whether the amount

³ Mr. Goldstein testified for GNAPs in Docket DT 00-001, Implementation of Number Conservation Methods.

Verizon owed GNAPs is properly owed as reciprocal compensation, as according to Verizon's interpretation of Mr. Goldstein's testimony, GNAPs may not have had a switch in operation in New Hampshire and therefore no reciprocal compensation is owed. GNAPs argues that, given the parties' representation to the Commission that the facts were not in dispute, it is improper for Verizon to attempt to expand the factual information to be considered by the Commission.

GNAPs argued that the testimony proffered by Verizon is not probative as to the location of the GNAPs switch for the period in which the payments at issue accrued. GNAPs also claimed that the Smith affidavit was merely an attempt by Verizon to show that GNAPs has an outstanding debt to Verizon primarily from operations in Massachusetts. GNAPs further stated that, if the docket were opened to new evidence, it would introduce evidence that in excess of \$30 million is owed to GNAPs by Verizon in Massachusetts.

Verizon objected to the motion to strike, arguing that GNAPs was asking the Commission to "wear blinders" as it reviews the issues in the docket. Verizon argued that the parties' factual stipulation is not a complete rendition of all the relevant information necessary for the Commission to properly

address the dispute. According to Verizon, GNAPs offered no substantive reason why the relevant information should be excluded from the record. Verizon claimed that GNAPs failed to assert that it had deployed switching facilities in New Hampshire, as is required by the Interconnection Agreement. Because it sees this as a condition precedent to GNAPs' right to reciprocal compensation, Verizon now asks that the Commission require GNAPs to specify the date on which it established switching facilities in New Hampshire and whether those facilities are currently maintained.

V. COMMISSION ANALYSIS

A. Evidentiary Issues

In evaluating a motion to strike information or evidence from a particular docket, the Commission's focus is "to ensure that the Commission is presented the best and most relevant evidence, while endeavoring [to] ensure fairness to the staff and all parties." *Granite State Telephone, Inc.*, 77 NH PUC 155, 156 (1992). We agree with Verizon that the factual stipulation submitted by the parties does not provide all the facts relevant to this proceeding. Rather, it simply reflects those facts which the parties were willing to agree were relevant. GNAPs will have ample opportunity to respond to the

additional documents tendered by Verizon with respect to the question of when its switch was installed, and thus suffers no unfairness in connection with their consideration by the Commission. Accordingly, GNAPs' motion to strike is denied.

The date on which a GNAPs switch was activated in New Hampshire will determine the amount of reciprocal compensation owed to GNAPs. As discussed under Section C below, we will grant a limited period of time to confirm the amount of compensation due to GNAPs.

We next turn our attention to Verizon's request that we take official notice of a 2002 decision of the Rhode Island Public Utilities Commission that discusses issues similar to those raised by this case. "Official notice" only applies when the Commission is being asked to find facts based on sources outside the agency's normal process of record development. See R. Pierce, *Administrative Law Treatise*, Vol. II (4th ed., 2002) at § 10.6, p. 741 (noting that an agency "can make a finding of fact without evidentiary support by taking . . . official notice" in appropriate circumstances). In the absence of any argument by Verizon to the effect that the Rhode Island determination is somehow binding on us, we assume it is offered for its persuasive value and will consider it on that basis.

B. Jurisdiction

GNAPs contends that the Commission has jurisdiction over this dispute under the TAct, New Hampshire law, and the terms of the Agreement. Verizon does not squarely challenge the Commission's authority to interpret and enforce an interconnection agreement but points out that the TAct provides no express authority to the state Commission for consideration of anything other than approval or rejection. *Opposition*, p.4.

The FCC in *Starpower* held that state commissions may adjudicate disputes regarding the interpretation and enforcement of negotiated interconnection agreements. In fact, the FCC held that states have an obligation to interpret and enforce previously approved agreements because of their role in the approval process. *Id. Starpower*, 15 F.C.C.R. at 11279-80.

Since *Starpower*, "no court has denied a state commission the power to interpret [interconnection] agreements." *Michigan Bell Telephone Co. v. MCIMetro Access Transmission Servs., Inc.*, 323 F.3d 348, 356-57 (6th Cir. 2003) (citations omitted). Further, the D.C. Circuit, reviewing companion *Starpower* interconnection agreements, on appeal from the FCC, reiterated that states have the "primary authority to approve an

interconnection agreement and to arbitrate any dispute arising therefrom." *Starpower Communications, LLC v. Federal Communications Commission*, 334 F 3d 1150, 1151 (D.C. Cir 2003).

We do not read the *Destek* decision cited by Verizon to require a different result. The Court in *Destek* evaluated arguments regarding a special contract and whether approval of that contract constituted a "determination" (i.e., an approval of a voluntarily negotiated interconnection agreement) under section 252 of the TAct. The Court found that the Commission's approval of a special contract did not constitute a "determination" but did not generally address the jurisdiction of state commissions with respect to interconnection agreements, except, as previously noted, that the only "determination" under section 252 is to approve or reject an interconnection agreement." *Destek* at 5-6. A fair reading of the case is that the Court was distinguishing a determination approving or rejecting an interconnection agreement from the Commission's action approving the special contract. The question in *Destek* was not the scope of the state Commission's powers over an interconnection agreement; rather it was whether approval of a special contract under state law somehow constituted a section 252 determination. It would be illogical to assume that, by

that one sentence, the *Destek* court intended to invalidate the line of cases setting forth the jurisdiction of state commissions to interpret Interconnection Agreements and arbitrate disputes arising therefrom. We find that our jurisdiction to resolve this dispute is not preempted under federal law.

We also have authority to interpret and enforce the Interconnection Agreement under state law. Pursuant to RSA 365:1, a person may file a complaint with the Commission against a utility where there is a claim that a utility has violated "any provision of law, or of the terms and conditions of its franchises or charter, or any *order* of the Commission." (emphasis added). The Commission may investigate such a claim under RSA 365:4, and take such action within its powers as the facts justify.

GNAPs alleges that Verizon violated the Interconnection Agreement approved by order of this Commission. In the circumstances, RSA 365:4 provides authority for us to investigate and determine whether there has been a violation of the approvals contained in that previous order. This authority enables us, *inter alia*, to determine whether and to what extent the parties are meeting their payment obligations to one another

as contemplated by the interconnection agreements approved by order of this Commission. We are without authority, however, to interpret or otherwise adjudicate the financial, legal or other responsibilities of parties to interconnection agreements approved by other state commissions. Thus, we are unable to determine what, if anything, GNAPs owes Verizon under foreign interconnection agreements or otherwise. We therefore cannot conduct the set-off exercise requested by Verizon.

As pointed out by GNAPs, the Interconnection Agreement itself is silent regarding the right to set-off. The parties could have chosen to address this issue in the contract, but they did not. However, the Agreement does provide other rights to the parties in the event that billing disputes arise. The parties may elect to initiate the negotiation process contemplated by section 5.7.2.4 of the Agreement, or refer the dispute to a regulatory or judicial forum under §29.9, as was done in this case.

Exhibit 5 to the Smith Affidavit submitted with the Verizon brief consists of a series of letters to Verizon by GNAPs, in which GNAPs also asserts a right to set-off, for sums Verizon allegedly owes GNAPs. The transactions giving rise to the set-off claim are not within our jurisdiction. Further, the

assertion sheds no light on whether the Interconnection Agreement permitted such a remedy.

Finally, Verizon argues that RSA 515:7 provides it with a legal right to set-off and further relies on *Arcadia Mills*, 89 NH 188 (1937) in support of its contention that it has a right to set-off in equity apart from the legal right created by RSA 515. We find both arguments unpersuasive for the following reasons: First, RSA 515:7 is part of Title LIII of the NH Revised Statutes Annotated which deals with "Proceedings In Court." Thus, as that title suggests, the proceedings described therein are inapplicable to an administrative tribunal such as this Commission. In addition, the Commission is vested only with those powers granted to it by the Legislature. *Appeal of Public Service Company of New Hampshire*, 122 N.H. 1062, 1066 (1982). The Commission does not possess the type of equitable authority recognized in *Arcadia Mills*. See, e.g., *State v. New Hampshire Gas & Electric Co.*, 86 NH 16 (1932) (Commission's general supervisory authority over public utilities created by RSA 374:3 does not carry with it the authority to issue injunctive orders to correct illegal conduct.)

C. Amount of Debt

The failure of GNAPs to petition for the payment of an amount certain in New Hampshire suggests that the amount owed to it by Verizon under the Interconnection Agreement is in dispute. As confirmed by Exhibit D to the petition, Verizon placed GNAPs on written notice, on May 4, 2001, that Verizon disputed the amount invoiced by GNAPs. Verizon stated that the appropriate recourse for GNAPs under the Interconnection Agreement would be to dispute Verizon's minutes of use.

The record is silent as to what steps GNAPs may have taken in response. Under the terms of the Interconnection Agreement, GNAPs is required to dispute Verizon's Minutes Report by the 30th calendar day after the date on which Verizon delivers the Minutes Report, which was April 20, 2001. This report would cover MOU for the month of March 2001. There is no evidence in the record that GNAPs challenged Verizon's Minutes Report by submitting a written "Dispute Notice" as required by section 5.7.2.3 of the Interconnection Agreement. As such, we shall require Verizon to pay no more than \$200,440.47 in compensation.

Finally, the record is not clear with respect to the date on which the GNAPs switch was activated in New Hampshire.

Therefore, we instruct GNAPs to notify the Commission and Verizon within 5 days, of the date on which the GNAPs switch was activated in New Hampshire. In the event the date precedes March 1, 2001, then Verizon shall owe GNAPs \$200,440.47 and shall remit such payment immediately.

If the GNAPs switch was activated in New Hampshire after March 1, 2001, then Verizon shall owe compensation from the date the switch was activated in New Hampshire. In this case, the parties shall have no more than 30 days to determine the amount of compensation Verizon owes GNAPs pursuant to the findings herein. Once agreement is reached, Verizon shall pay the agreed-upon amount in full. If agreement cannot be reached, the parties shall submit evidence of their compensation calculations to the Commission for resolution no later than 35 days from the date of this order.

Based upon the foregoing, it is hereby

ORDERED, that Global NAPs, Inc.'s motion to strike is DENIED; and it is

FURTHER ORDERED, that Verizon's motion to take official notice of a Rhode Island decision is GRANTED; and it is

FURTHER ORDERED, that Verizon may not set off amounts allegedly owed to it for transactions in other jurisdictions when calculating what it owes GNAPs; and it is

FURTHER ORDERED, that GNAPs shall advise the Commission and Verizon New Hampshire, Inc. within five business days of this order of the date on which the GNAPs switch was activated in New Hampshire; and it is

FURTHER ORDERED, that if the amount owed by Verizon to GNAPs thereafter continues to be in dispute, the Parties shall commence negotiations to determine the amount Verizon owes; and it is

FURTHER ORDERED, that those negotiations, if commenced, shall be concluded within 30 days, after which Verizon shall immediately pay the negotiated amount to GNAPs; and it is

FURTHER ORDERED, that the Parties shall submit evidence of their respective compensation calculations to the Commission within 35 days hereof if they are unable to reach agreement.

By order of the Public Utilities Commission of New
Hampshire this second day of October, 2003.

Thomas B. Getz
Chairman

Susan S. Geiger
Commissioner

Nancy Brockway
Commissioner

Attested by:

Claire D. DiCicco
Assistant Secretary