#### STATE OF NEW HAMPSHIRE

#### BEFORE THE

## PUBLIC UTILITIES COMMISSION

#### DT 11-061

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

Petition of FairPoint Communications for Approval of Simplified Metrics Plan and Wholesale Performance Plan

SETTLEMENT STIPULATION BETWEEN
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC and
BIDDEFORD INTERNET CORPORATION D/B/A GREAT WORKS INTERNET,
COMCAST PHONE OF NEW HAMPSHIRE, LLC, CRC COMMUNICATIONS
OF MAINE, INC. D/B/A OTT COMMUNICATIONS, EARTHLINK BUSINESS,
FREEDOM RING COMMUNICATIONS, LLC D/B/A BAYRING
COMMUNICATIONS, NATIONAL MOBILE COMMUNICATIONS
CORPORATION D/B/A SOVERNET COMMUNICATIONS, AND UNITED
SYSTEMS ACCESS TELECOM, INC.

Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE ("FairPoint") and the following Competitive Local Exchange Carriers: Freedom Ring Communications LLC d/b/a BayRing Communications, Comcast Phone of New Hampshire, LLC, Choice One of New Hampshire, Inc., Conversent Communications of New Hampshire, LLC, CTC Communications Corp, and Lightship Telecom, LLC, all of which do business as EarthLink Business ("EarthLink Business")), Biddeford Internet Corporation, d/b/a/ Great Works Internet, CRC Communications LLC d/b/a/ OTT Communications, National Mobile Communications Corporation d/b/a Sovernet Communications and United Systems Access Telecom, Inc. (each being a "CLEC" and a "Party", and collectively FairPoint and the CLECs are the "Parties") hereby submit this

Settlement Stipulation reflecting their agreed resolution of the issues among them in this Docket and, in support thereof, state as follows:

- 1. As part of its settlement of various issues related to the purchase of certain telecommunications based assets in Northern New England, FairPoint agreed to adopt the terms of the existing Performance Assurance Plan ("PAP") and its underlying Carrier to Carrier ("C2C") wholesale service quality assurance plans. Furthermore, FairPoint agreed that it would work cooperatively with the Commission staff and interested CLECs to develop and implement a simplified, uniform PAP applicable in Maine, New Hampshire and Vermont.
- 2. FairPoint distributed proposed revised C2C metrics in May 2009, followed by teleconferences in June 2009 and October 2009. FairPoint distributed further information concerning the simplified plan in September and October 2009. Following a teleconference on October 31, 2009, discussions were suspended as a consequence of FairPoint's voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code.
- 3. Discussions resumed in November 2010 when FairPoint circulated a proposed simplified PAP to CLECs in the Northern New England states. Collaborative sessions with interested CLECs were held in December 2010 and in January, February and March 2011.
- On March 24, 2011, FairPoint submitted to the New Hampshire
   Commission a petition to establish a formal proceeding to consider FairPoint's simplified

<sup>2</sup> Id., at 31.

<sup>&</sup>lt;sup>1</sup> DT 07-011, Order No. 24,823 at 30 (Feb. 25, 2008).

PAP proposal.<sup>3</sup> FairPoint's filing included copies of its Simplified Metrics Plan ("SMP") and Wholesale Performance Plan ("WPP"), which FairPoint proposed would replace the existing C2C and PAP plans, respectively. The Commission docketed FairPoint's petition as DT 11-061 and on July 28, 2011 ordered that joint technical sessions with representatives of the states of Maine and Vermont be held with Staff, FairPoint and any Interveners on August 11 and August 31, 2011, and following the technical sessions that Staff and the parties should determine a schedule for further proceedings.

- 5. Over the period September 2011 through February 2012, Staffs of the three state commissions, FairPoint and interested CLECs participated in a series of workshops, which were held at various locations throughout Northern New England. The workshops were facilitated by the New Hampshire, Maine and Vermont regulatory staffs. The goal of these workshops was to reach tentative agreement on the structure of a new simplified PAP plan and on the specific metrics that would be included in the new plan. As a condition of entering into discussions on a replacement PAP, the CLECs asserted that FairPoint should first be required to address a list of 133 systems and process issues. The CLECs further proposed approximately 26 new metrics to address the most important of the aforementioned systems and process issues.
- 6. The workshops and a series of settlement negotiations culminated in a partial settlement between FairPoint and the CLECs on a simplified PAP plan. Major features of the simplified PAP plan agreed to during the workshops include: (1) implementing on a state-specific basis a single monthly performance report (as opposed to separate C2C and PAP reports issued presently) that will include results for metrics

<sup>&</sup>lt;sup>3</sup> FairPoint filed similar petitions on March 24, 2011 with the Maine Public Utilities Commission and Vermont Public Service Board.

subject to performance credits and metrics reported for diagnostic purposes; (2) product consolidations i.e., combining like-products into a single product group for metrics reporting e.g., resale POTs combined with resale 2-Wire Digital and Resale Special; (3) product eliminations including removal of UNE-Platform, line-sharing and line-splitting from the plan; (4) elimination of service segmentation i.e., eliminates the five modes of entry; (5) metrics results scored simply as met or miss (i.e., -1 and -2 scoring as well as weighted measures are eliminated); and, (6) performance credits based on the number of eligible missed transactions times the dollar credit rate per miss. FairPoint and the CLECs also reached agreement during the workshops on an initial list of metrics to be measured, reported and subject to monthly performance credits (for performance that is calculated to fall below the applicable parity or benchmark standard) in addition to an initial list of metrics to be measured and reported for diagnostic purposes (not subject to monthly performance credits). Parties also agreed to eliminate hundreds of metrics reported in the existing C2C and PAP plans. However, the Parties did not reach full agreement during the workshops or settlement discussions on the complete list of metrics to be reported. Additionally, FairPoint shared with the CLECs and Staffs its plans to address the CLECs' list of 133 systems and process issues, primarily as part of FairPoint's 2012 IT Roadmap and process enhancement programs. At the conclusion of these meetings, FairPoint and the CLECs agreed to enter into negotiations for the purpose of reaching a settlement stipulation for a simplified PAP. Such negotiations were considered confidential and conducted without regulatory staff involvement.

7. Between March 26, 2012, and June 26, 2012, FairPoint and the CLECs held a series of in-person and teleconference sessions, making significant progress in

reaching agreement on major aspects of a simplified PAP plan. Exhibit 1 attached hereto and made a part hereof (the "SMP Settlement Stipulation") sets forth the terms and conditions of the issues resolved by the Parties.

- 8. The Parties agree that the terms of this SMP Settlement Stipulation are part of a settlement agreement among the Parties and agree to cooperate in the implementation thereof and to seek approval of the SMP Settlement Stipulation in Maine, New Hampshire and Vermont. The agreements made herein and in the attached SMP Settlement Stipulation are subject to the condition that this SMP Settlement Stipulation shall not be enforceable unless approved in their entirety by the Commission, as well as the Vermont Public Service Board ("PSB") and the Maine Public Utilities Commission ("MPUC"). Upon approval by those three regulatory bodies, the Parties agree not to espouse or advocate any position that is inconsistent with the agreements herein in this proceeding, in any subsequent proceeding before the Commission initiated for the purpose of implementing the agreements made herein or in any corresponding proceedings before the PSB or the MPUC. The Parties further agree not to seek modification of the provisions of the stipulation as approved by the respective commissions for a period of one (1) year from the latest effective date approved by the Commission, the PSB or the MPUC (whichever effective date is the latest). Notwithstanding any other provision of this agreement the parties retain their right to comply with changes in law that may occur during the term of the agreement.
- 9. The Parties hereby stipulate that they support the SMP settlement terms set forth in Exhibit 1. From and after the date hereof, Parties shall refrain from filing testimony, filing discovery requests or responses thereto, cross-examining witnesses,

filing briefs and memoranda, or presenting witnesses in person at any hearings in New Hampshire Docket DT 11-061, in Maine Docket 2009-334, and in Vermont Docket 7506, that conflict with or otherwise undermine the terms of the SMP Settlement Stipulation. Notwithstanding the above, Parties are not prohibited from filing testimony, discovery requests or responses thereto, cross-examining witnesses, filing briefs and memoranda, or presenting witnesses in person at hearings in support of their respective positions on issues not fully resolved by the Parties or raised by the Commission.

- 10. In the event that the Commission rejects the SMP Settlement Stipulation, or adopts the SMP Settlement Stipulation with modifications that any Party, in its reasonable discretion, determines to be materially adverse to such Party, such Party may reject the SMP Settlement Stipulation in its entirety. None of the Parties is required to seek or support reconsideration or review of any such decision by the Commission. If the SMP Settlement Stipulation is rejected in whole or in part by the Commission, each Party shall have the same rights as each would have had absent this SMP Settlement Stipulation.
- 11. This SMP Settlement Stipulation (i) shall be enforceable by the Commission; (ii) is entered into for settlement purposes; (iii) does not contain or constitute an admission by any Party of any factual or legal issue or matter; and (iv) if rejected or modified in any material manner by the Commission, shall not be used as

Executed this / 7/4/day of August, 2012 by counsel thereunto duly authorized.

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC	By: Sah ( Mash State President - NH
Ву:	Ву:
By:	Ву:

Executed this 16th day of August, 2012 by counsel thereunto duly authorized.

FAIRPOINT COMMUNICATIONS, INC.	By
By: Biddeford Internet Corporation, d/b/a Great Works Internet	By: Frederick Samp
Ву:	Ву:

Executed this Lith day of August, 2012 by counsel thereunto duly authorized.

FAIRPOINT COMMUNICATIONS, INC.	Ву
Comcast Phone of New Hampshire, LLC	By: M. J. Maring
Ву:	Ву:

Executed this 16 day of August, 2012 by counsel thereunto duly authorized.

FAIRPOINT COMMUNICATIONS, INC.	Ву
CRC COUMMUNICATIONS LLC	By: Sunal Brage
MID-MAINE TELPLUS LLC	By: Tima Ne Brags
Ву:	Ву:

terms of this SMP Settlement Stipulation.	
Executed this day of August, 2012 by	counsel thereunto duly authorized.
FAIRPOINT COMMUNICATIONS, INC.	By
Choice One of New Hampshire, Inc., CTC Communications Corp, Conversent Communications of New Hampshire, I And Lightship Telecom, LLC, all of which dba EarthLink Business	By: Jerry Walls Jerry Watts LC, VP GOV &Industry Affairs VP
By $\frac{1}{2}$	By, and
By:	By:
By:	$By_{1} \xrightarrow{\mathbb{R}_{+}} \mathbb{R}$
By:	By:
By	By:
By:	By:

Executed this \_\_\_\_ day of August, 2012 by counsel thereunto duly authorized.

 FAIRPOINT COMMUNICATIONS, INC.
 By

 FREEDOM RING COMMUNICATIONS, LLC
 By:

 By:
 By:

Executed this day of August, 2012	by counsel thereunto duly authorized.
AIRPOINT COMMUNICATIONS, INC.  by:  y:  y:  y:  y:	By figure blocked Richard Kendal, President SOVERNET COMMUNICATIONS
Ву:	Ву:
Ву:	By:

Executed this 20th day of August, 2012 by counsel thereunto duly authorized.

FAIRPOINT COMMUNICATIONS, INC.	By
United Systems Access Telecom, Inc.	By: Seeph J
By:	Ву:
Ву:	Ву:
By:	By:

EXHIBIT 1

STIPULATED SETTLEMENT TERMS BY AND AMONG NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, d/b/a FAIRPOINT COMMUNICATIONS-NNE ("FAIRPOINT") AND BIDDEFORD INTERNET CORPORATION D/B/A GREAT WORKS INTERNET, COMCAST PHONE OF NEW HAMPSHIRE, LLC, CRC COMMUNICATIONS OF MAINE, INC. D/B/A OTT COMMUNICATIONS, EARTHLINK BUSINESS, FREEDOM RING COMMUNICATIONS, LLC D/B/A BAYRING COMMUNICATIONS, NATIONAL MOBILE COMMUNICATIONS CORPORATION D/B/A SOVERNET COMMUNICATIONS, AND USA TELECOM (EACH A "CLEC" AND COLLECTIVELY THE "CLECS") (EACH OF FAIRPOINT AND EACH CLEC BEING A "PARTY" AND ALL OF THEM COLLECTIVELY THE "PARTIES")

### 1. SMP Plan Structure.

- a. FairPoint shall implement a simplified metrics performance plan "SMP plan") in Maine, New Hampshire and Vermont, which will replace in its entirety the existing Carrier to Carrier ("C2C") and Performance Assurance Plan ("PAP") plans. The SMP plan shall include the following features:
  - i. Single aggregate and single CLEC-specific monthly performance reports (as opposed to separate C2C and PAP reports) with results reported by state for all metrics, both penalty-bearing and diagnostic metrics. Metric-specific information to be included on the monthly reports shall include, but not be limited to: metric performance standard; FairPoint and applicable CLEC-aggregate or CLEC-specific numerators, denominators, Z-scores, and calculated performance results; and, an indication whether the result met or miss(ed) the standard. Metrics eligible for performance credits shall also include the number of qualified misses, applicable rate per miss, and calculated credit amount:
  - Product consolidations; i.e., like-products are combined into a single product group; e.g., resale POTs combined with resale 2-Wire Digital and Resale Specials, UNE 2-wire digital loops combined with 2-wire xDSL loops, etc.;
  - iii. Results for the penalty-bearing metrics listed in Attachment 1 scored as met or miss (including per measure metrics that reflect penalties based on different threshold levels of misses);
  - iv. Performance credits are based on the number of eligible missed transactions times the dollar credit rate per miss except per measure metrics that are based on varying performance thresholds;
- b. The Parties agree to work in good faith to develop SMP Guidelines, which FairPoint shall utilize to implement the SMP Plan. Once completed, the Parties agree to incorporate by reference the SMP Guidelines into this Stipulation via an addendum to the Stipulation; provided, however, said

addendum shall not alter the terms and conditions of this Stipulation or the attachments hereto. Further provided, if the parties cannot agree to all terms of the Guidelines, all other provisions of this Stipulation shall remain in effect and the parties agree that any issues not agreed to in the SMP Guidelines will be addressed in the same manner as all other unresolved issues.

- c. For the benefit of doubt, the following features or characteristics of the existing PAP plan will not be included or measured in the SMP plan. The following list is intended to be informational and not an all-inclusive list of differences between the SMP plan and PAP plans.
  - i. Service segmentation is eliminated; e.g., mode of entry, the structure and scoring of the critical measures and special provisions are not included in the SMP plan;
  - ii. UNE-Platform, line-sharing and line-splitting products are excluded; i.e., will not be measured or reported in the SMP plan;
  - iii. -1 and -2 scoring, weighted measures, and preliminary monthly reports are eliminated.

### 2. Metrics To Be Reported.

- a. Metrics subject to monthly per transaction performance credits.
  - i. Attachment 1 identifies 114 metrics to be reported and made subject to performance credits;
  - Performance credits for all metrics other than per measure metrics shall be determined based on the number of eligible missed transactions multiplied by the dollar credit rate per miss;
  - iii. "Eligible misses" per metric for all metrics other than per measure metrics shall be calculated as the number of CLEC transactions that fall below the applicable metric standard i.e., benchmark value or calculated retail parity performance; as opposed to issuing performance credits on 100% of missed transactions;
  - iv. Performance shall be calculated for each penalty-bearing metric other than per measure metrics as follows;
    - Aggregate Rule: If performance is a "miss" in the aggregate, CLEC-specific performance will be measured against the standard, and CLECs with performance worse than the standard will receive performance credits on those eligible misses. For metrics with a parity standard, the actual retail performance for that performance month will be considered the standard. For benchmark metrics, performance will be compared to that benchmark. Small sample rules shall apply to all metrics other than certain DS3, trunk, collocation and other metrics identified in the small sample size exclusion column of Attachment 1. Small sample size rules/calculations do not apply to individual CLECs if the aggregate is missed;
    - 2. Individual Rule: If performance is a "met" in the aggregate, CLECs with performance scored a "miss" will receive

performance credits for eligible misses determined by applying the performance standard to individual CLEC data. For parity metrics, the same statistical score that applies in the aggregate (worse than -1.645 z score) will indicate a miss. For benchmark metrics, performance worse than the benchmark will be considered a miss. Small sample rules shall apply to all metrics other than certain DS3, trunk, collocation metrics, and other metrics identified in the small sample size exclusion column of Attachment 1.

- a. If performance for an individual CLEC reflects a miss for any metric subject to the small sample size rules over a two month consecutive period while the aggregate results are met, a CLEC with such performance results may request FairPoint to perform a detailed review of the missed performance for the CLEC.
- The metrics identified in the "Small Sample Size Exclusion" column of Attachment 1 shall be excluded from the small sample size rules. Additionally, for the following metrics with parity standards (PR-4-01-3213, PR-4-02-5000, PR-6-01-5000, PR-8-01-5000, MR-4-05-5000 & MR-5-01-5000) FairPoint shall combine and report the retail and wholesale volumes as a three state (ME. NH & VT) total. If, after combining the three states, there is insufficient sample size for statistical testing but there is activity in retail, performance will be determined based on a straight (not involving statistical procedures) comparison to retail performance to determine make or miss. If there still is no current activity in retail, FairPoint will aggregate the retail and wholesale results for three rolling months (i.e., 3 states across 3 months - the current month and the two previous months) and then do a straight comparison to retail to determine met or miss performance. If there is still not activity in retail after rolling up results over the three states and three months, results will be reported as "SS" (Small Sample).

## b. Metrics to be reported for diagnostic purposes only.

 Attachment 2 identifies 80 metrics FairPoint shall report on a CLEC-aggregate and CLEC-specific basis initially for informational purposes only.

### c. Metrics not agreed upon.

i. The Parties acknowledge that no final agreement has been reached on the 25 metrics listed in Attachments 3a and 3b. The Parties agreed to report 14 of the 25 metrics. However, the Parties have not agreed as to whether those 14 metrics shall be reported for diagnostic purposes or shall be subject to performance credits. The Parties have not agreed to the inclusion of the remaining 11 metrics in the Plan.

# 3. Per Unit and Per Measure Performance Credit Rates.

## a. Per Unit Performance Credit Rates.

i. Parties acknowledge that no agreement was reached on the per unit performance credit rates that shall apply to eligible transactions for 104 metrics calculated on a per unit basis when performance is scored as a miss.

## b. Per Measure Performance Credit Rates.

 Ten metrics will be evaluated on a per measure basis. Per measure metrics shall be reported on a combined, three-state (ME, NH & VT) total basis; Performance credits will be determined based on CLEC-aggregate results;

ii. Total per measure performance credit amounts payable for all volumes across all three states when performance is scored as a miss shall be based on the degree of the miss, as set forth below:

Metric#	Metric Title	Perf. Standard	Minor \$15,000	Moderate \$30,000	Major \$45,000
PO-2-02-6000	OSS Interface Availability - Prime Time	>=99.5%	≥ 99% and < 99.5%	≥ 98% and < 99%	< 98%
PO-4-01-6660	% Change Management Notices sent on Time (type 3,4,5)	95%	≥ 90% and < 95%	≥ 85% and < 90%	< 85%
PO-4-01-6671	% Change Management Notices Sent on Time	95%	≥ 90% and < 95%	≥ 85% and < 90%	< 85%
PO-4-03-6600	Change Management Notice Delay 8 plus Days (type 1- 5)	<= 8 days	> 8 days and < 10 days	≥ 10 days and < 13 days	≥ 13 days
PO-6-01-6000	Software Validation	<= 5%	> 5% and ≤ 10%	> 10% and ≤ 15%	> 15%
PO-7-01-6000	% Software Problem Resolution Timeliness	>=95%	≥ 90% and < 95%	≥ 85% and < 90%	< 85%
PO-7-02-6000	Delay Hours - Software Resolution - Change - Transactions failed - no workaround	48 hours	> 48 hours and ≤ 72 hours	> 72 hours and ≤ 96 hours	> 96 hours
PO-7-03-6000	Delay Hours - Software Resolution - Change - Transactions failed with workaround	10 days	> 10 days and ≤ 15 days	> 15 days and ≤ 20 days	> 20 days
PO-7-04-6000	Delay Hours - Failed/Rejected Test Deck Transactions - Transactions failed no workaround	48 hours	> 48 hours and ≤ 72 hours	> 72 hours and ≤ 96 hours	> 96 hours
BI-9-01-1000	% Billing Completeness in Twelve Billing Cycles	96%	≥ 92% and < 96%	≥ 88% and < 92%	< 88%

iii. Parties acknowledge that no agreement was reached on how to prorate the above credit amounts to individual CLECs.

#### c. Multipliers.

i. Parties acknowledge that no agreement was reached on whether per unit or per measure performance credits should be subject to multipliers (or escalators) when performance results on an individual metric are scored as a miss over a period of two or more consecutive months or when performance results on an individual metric are missed three or more months over a period of sixmonths.

### 4. Dollars At Risk Cap.

 a. The Parties acknowledge that no agreement was reached on a maximum dollars at risk or an annual cap that FairPoint shall be subject to issuing to CLECs in the form of performance bill credits.

## 5. Systems and Process Enhancements.

#### a. FairPoint Commitments.

- i. FairPoint shall complete by year-end 2012 four major systems projects and five process enhancements scheduled as part of its 2012 IT and Operations Processes Enhancements roadmap. The Parties acknowledge that satisfactory completion of these major systems projects and process enhancements are expected to address and resolve 56 of the CLECs' list of 133 issues requiring resolution. FairPoint agrees that it shall continue to share informational updates on its quarterly systems releases and plans with the CLECs generally on a bi-monthly basis as part of the Wholesale User Forum (WUF) process.
- ii. The CLECs acknowledge that 66 of the 133 CLEC operational issues have been moved to tracking status and will not be the subject of litigation in New Hampshire Docket DT 11-061, in Maine Docket 2009-334, and in Vermont Docket 7506. FairPoint agrees that it will continue to track each of these 66 issues as part of the WUF process to ensure these issues are fully resolved. FairPoint further agrees that it will consider the remaining 11 issues in the 2013 IT roadmap program.
- iii. FairPoint shall place a total of \$600,000 "at risk" to insure timely completion of the four major projects included its 2012 IT systems program. A total of \$150,000 per each of four planned major IT projects shall be considered at risk. Specifically, \$50,000 per project shall be payable to the CLECs if each such project is not completed by end of year 2012; an additional \$50,000 per project shall be payable to the CLECs if such project is not completed by end of first quarter 2013; and an additional \$50,000 shall be payable if such project is not completed by end of third quarter 2013. Payment of any dollars identified herein does not relieve

- FairPoint of its commitment to complete the associated systems projects.
- iv. The Parties acknowledge that no agreement has been reached on the methodology the parties will utilize to assess resolution of each of the 56 CLEC issues upon completion of FairPoint's 2012 IT and Process Enhancement program or how any penalty dollars will be disbursed to the CLECs.
- v. FairPoint shall complete internal User Acceptance Testing (UAT) prior to releasing each major 2012 project into the live systems environment. CLECs will be notified of the scheduled release dates prior to each system release. CLECs shall have a minimum of 30 calendar days post production deployment to perform regression testing of the system release and shall use the existing Wholesale Help Desk (WHD) Ticketing process to notify FairPoint of any problems or issues uncovered during the regression testing period. FairPoint will confirm that any such CLEC reported trouble/issue is directly related to the system release and, if so, shall take appropriate corrective actions to promptly address the CLEC identified problem. At the next scheduled Wholesale User Forum following each scheduled system release and CLEC Regression Testing window, FairPoint shall review the results of the CLEC regression testing and, if applicable, provide appropriate detail on FairPoint's planned corrective actions and timelines.
- vi. FairPoint shall convene workshops with the CLECs to consider, in good faith, implementing systems functionality that was provided with Verizon's eWPTS system at the time of cutover (which the CLECs acknowledge is a Verizon Inc. proprietary system that is not available to FairPoint.)
- vii. If penalties accrue pursuant to this Section 5 prior to approval of this Stipulation by the three state commissions, said penalties will be payable within 30 days of the last state commission approval order.

### b. CLEC Commitments.

- i. CLECs agree not to propose in New Hampshire Docket DT 11-061, in Maine Docket 2009-334, and in Vermont Docket 7506 any specific metrics not identified on Attachments 1, 2, or 3. In particular, with the exception of white pages listings, no trouble found, and pole metrics, the CLECs agree not to propose or raise for the Commissions'/Board's information, consideration or adoption any of the new metrics initially proposed by the CANNE CLECs during the metrics workshops facilitated by the commission staff and not covered by this Settlement Stipulation.
- CLECs further agree not to litigate in New Hampshire Docket DT 11-061, in Maine Docket 2009-334, and in Vermont Docket 7506 any of the specific operations issues that are addressed by the Settlement Stipulation. Notwithstanding the above, the CLECs

reserve the right to argue generally in any open SMP proceedings in the context of total dollars at risk, specific metric penalties or open metrics issues related to dollars at risk amounts or specific penalty amounts that FairPoint may propose. Additionally, the Parties reserve the right to present evidence regarding FairPoint's performance on matters such as number porting in the context of advocating for an LNP metric(s), directory listings in the context of white page listing metrics, no trouble found metrics, and pole attachment issues in the context of pole metrics.

# 6. Mutual Obligation to Support the Settlement Agreement and to Urge the Commission/Board to Approve It.

- a. Each of the Parties agrees to support the settlement terms set forth herein, and to request that the state utility commissions/board incorporate this SMP Settlement Stipulation into any final order approving the SMP plan. Without limiting the foregoing, each Party agrees to join in the filing of a joint Settlement Stipulation in New Hampshire Docket DT 11-061, in Maine Docket 2009-334, and in Vermont Docket 7506, in each case indicating the Party's support for approval of an SMP plan subject to the SMP Settlement Stipulation. In response to any inquiry into such Party's position in one or more of the Dockets, each Party will express its support for approval of an SMP Plan subject to the SMP Settlement Stipulation. Notwithstanding anything in this Section 7 to the contrary, in the event the New Hampshire Public Utilities Commission denies the SMP Settlement Stipulation to which this agreement is attached, then for purposes of the proceedings in Docket DT 11-061, the Parties are free to pursue their respective litigation positions.
- b. The Parties agree that these terms are part of a partial settlement and agree to cooperate in advocating that these terms be adopted in their entirety and without modification in each of the governing regulatory bodies in Maine, New Hampshire and Vermont.
- c. In the event that the SMP Settlement is not adopted in all material respects, and without material modification, by a state utility regulatory commission, it shall be null and void in that state.

#### 7. Jurisdiction.

a. The SMP Settlement Stipulation shall be enforceable by the Northern New England state utility regulatory authorities.

#### 8. No Admission.

a. Nothing herein constitutes an admission by any Party of any factual or legal issue or matter, and the settlement discussions that led to the Settlement Stipulation shall not be used as evidence in any proceeding unrelated to the enforcement of the Settlement Stipulation.

#### 9. Headings, Definitions.

a. Capitalized terms used herein without definition shall have the meaning ascribed to them in the SMP Settlement Stipulation. Section headings used herein are for convenience only and shall have no legal effect.



Current Metric #	Updated Metric #	Current Metric Title	Updated Metric Title If changed	Gurrent Product Title	Updated Product Title if changed	Current Performance	Updated Performance	Modifications	Other Agreements	Type Standard - for	Application of small
and the state of t	in Citalignet	Average Response Time - Customer Service Record				Standard Parity with Retail plus not	Standard If changed		calculate qualified misses as	penalty	sample size rule
PO-1-01-6020	<b>_</b>	(CSR)		EDI		more than four (4) seconds	≤4.5 Seconds	Benchmark Standard =4.5 Seconds	those > 1.5 x standard if missed	Benchmark - Average	
PO-1-01-6050		Average Response Time - Customer Service Record (CSR)		WEB GUI/LSI/W	WEB GUI	Parity with Retail plus not more than seven (7) seconds	≤6.5 seconds	Benchmark Standard = 6.5 seconds	calculate qualified misses as those > 1.5 x standard if	Benchmark - Average	
PO-1-03-6020		Average Response Time - Address Validation		EDI		Parity with Retail plus not more than four (4)	≤4.5 Seconds	Benchmark Standard =4.5 Seconds	missed calculate qualified misses as those > 1.5 x standard if	Benchmark - Average	
PO-1-03-6050		Average Response Time - Address Validation		WEB GUI/LSI/W	WEB GUI	seconds Parity with Retail plus not more than seven (7)	≤7.5 seconds	Benchmark Standard = 7.5 seconds	missed calculate qualified misses as those > 1.5 x standard if	Benchmark - Average	
PO-1-06-6020		Average Response Time - Mech. Loop Qualification - xOSL		EDI		seconds Parity with Retail plus not more than four (4)	≤4.5 Seconds	Benchmark Standard =4.5 Seconds	missed calculate qualified misses as those > 1.5 x standard if	Benchmark - Average	
						seconds			missed		
PO-1-06-6050		Average Response Time - Mech. Loop Qualification - xDSL		WEB GUI/LSI/W	WEB GUI	Parity with Retail plus not more than seven (7) seconds	≤ 6.5 seconds	Benchmark Standard = 6.5 seconds	calculate qualified misses as those > 1.5 x standard if missed	Benchmark - Average	
PO-1-08-6020		% Timeouts		EDI		not greater than 0.33%			Perf Penalty 1 year	Benchmark - LIB	
PO-1-08-6050		% Timeouts		WEB GUI/LSI/W	WEB GUI	not greater than 0.33%			Perf Penalty 1 year	Benchmark - LIB	
PO-2-02-6020	PO-2-02-6000	OSS Interface Availability - Prime Time		EDI	EDI & WEB GUI	>=99.5%		combine EDI/WEB GUI 1 metric product code 6000		Per Measure	
PO-4-01-6660	PO-4-01-6601	% Change Management Notices sent on Time (type 3,4,5)	% Change Management Notices and Confirmation sent on Time	Change notification all types	Change notification and confirmation (Types 3,4,5)	95%		Metric to include both notification and confirmation notices for Types 3, 4 & 5.		Per Measure	Exclude
PO-4-01-6671	PO-4-01-6602	% Change Management Notices Sent on Time	% Change Management Notices and Confirmation sent on Time	Change Notification: Type 1 - Emergency Maintenance and Type 2 Regulatory (combined)	Change notification and confirmation (Types 1,2)	95%		Metric to include both notification and confirmation notices for type 1 & 2. Product code to change.		Per Measure	Exclude
PO-4-03-6600		Change Management Notice Delay 8 plus Days (type 1-	Change Management Notice Delay 8 plus Days	Change notification all types	Change notification and confirmation (all types)	> 8 days		Former PAP only metric moves to C2C replacing product codes 6622, 6661, 6662 & 6671 for notification & confirmation.		Per Measure	Exclude
PO-6-01-6000 PO-7-01-6000		Software Validation		Systems Metrics		<= 5%		сапитация.		Per Measure	Exclude
PC-7-01-6000 PC-7-02-6000		% Software Problem Resolution Timeliness Delay Hours - Software Resolution - Change -		Systems Metrics		>=95%				Per Measure	Exclude
		Transactions failed - no worksround Delay Hours - Software Resolution - Change -		Systems Metrics		48 hours				Per Measure	Exclude
PO-7-03-6000		Transactions failed with workaround		Systems Metrics		10 days				Per Measure	Exclude
PO-7-04-6000		Delay Hours - Failed/Rejected Test Deck Transactions - Transactions failed no workeround		Systems Metrics		48 hours				Per Measure	Exclude
PO-8-01-6000		% On Time - Manual Loop Qualification		Systems Metrics		95% within 48 Hours				Benchmark - HIB	
New	OR-1-02-2000	% On Time LSRC - Flow Through			Resale	95% within 2 Hours		Rolls up all Resale Products		Benchmark - HiB	
OR-1-02-3331		% On Time LSRC - Flow Through		UNE Loop/Pre-qualified Complex/LNP		95% within 2 Hours				Benchmark - HIB	
New	OR-1-04-2000	% On Time LSRC/ASRC - No Fac. Chk (Elect No Flow Thru)			Resale	95% within 24 Hours		Rolls up all Resale Products		Benchmark - HIB	
OR-1-04-3331		% On Time LSRC/ASRC - No Fac. Chk (Elect No Flow Thru)		UNE Loop/Pre-qualified Complex/LNP		95% within 24 Hours				Benchmark - HIB	
OR-1-04-3342	OR-1-04-3343	% On Time LSRC/ASRC - No Fac. Chk (Elect No Flow Thru)		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	95% within 72 Hours		Change product to 2 Wire Digital & xDSL Loops. New Product code		Benchmark - HIB	
New		% On Time LSRC/ASRC - Fac. Chk (Electronic - No Flow-thru)			Resale	95% within 72 Hours		Rolls up all Resale Products		Benchmark - HIB	
OR-1-06-3200		% On Time LSRC/ASRC - Fac. Chk (Electronic - No Flow-thru)		UNE Specials		95% within five business		rolls up all specials		Benchmark - HIB	
OR-1-06-3331		% On Time LSRC/ASRC - Fac. Chk (Electronic - No Flow-thru)		UNE Loop/Pre-qualified Complex/LNP		95% within 72 Hours				Benchmark - HIB	
OR-1-06-3342	OR-1-06-3343	% On Time LSRC/ASRC - Fac. Chk (Electronic - No Flow-thru)		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	95% within 72 Hours		Change product to 2 Wire Digital & xDSi. Loops. New Product code		Benchmark - HIB	
OR-1-12-5020		% On Time FOC		Interconnection Trunks (CLEC) (<= 192 Forecasted Trunks)	CLEC Trunks (≤ 192 Forecasted Trunks)	95% on time 10 Business				Benchmark - HIB	
OR-1-12-5030		% On Time FOC		[<= 192 Porecasted Trunks] Interconnection Trunks (CLEC) (> 192 and Unforecasted Trunks and Projects)	CLEC Trunks (> 192 and unforecasted Trunks)	Negotiated Process	95%			Benchmark - HIB	
OR-1-13-5000		% On Time Design Layout Record (DLR)		Interconnection Trunks (CLEC)	CLEC Trunks	95% on time 10 Business				Benchmark - HIB	
New	OR-2-02-2000	% On Time LSR Reject (Flow-Through)		·	Resale	Davs 95% within 2 Hours		Rolls up all Resale Products		Benchmark - HIB	
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Current Metric #	Updated Metric #	Current Metric Title	Updated Metric Title If changed	Current Product Title	Updated Product Title If changed	Current Performance	Updated Performance	Modifications Other Agreements	Type Standard - for	Application of small
OR-2-02-3331	Changed	% On Time LSR Reject (Flow-Through)		UNE Loop/Pre-qualified		Standard 95% within 2 Hours	Standard if changed	Sale Agranation	penalty	sample size rule
New	OR-2-04-2000	% On Time LSR/ASR Reject - No Facility Check		Complex/LNP	Resale				Benchmark - HIB	
OR-2-04-3331		(Electronic - No Flow-through) % On Time LSR/ASR Reject - No Facility Check	-	UNE Loop/Pre-qualified	Resale	95% within 24 Hours		Rolls up all Resale Products	Benchmark - HIB	
		(Electronic - No Flow-through)		Complex/LNP		95% within 24 Hours			Benchmark - HIB	
OR-2-04-3342	OR-2-04-3343	% On Time LSR/ASR Reject - No Facility Check (Electronic - No Flow-through)		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	95% within 72 Hours		Change product to 2 Wire Digital & xDSL Loops. New Product code	Benchmark - HIB	
New	OR-2-06-2000	% On Time LSR/ASR Reject - Facility Check (Electronic - No Flow-Through)			Resale	95% within 72 Hours		Rolls up all Resale Products	Benchmark - HIB	
OR-2-06-3200		% On Time LSR/ASR Reject - Facility Check (Electronic - No Flow-Through)		UNE Specials		95% within five (5) business days			Benchmark - HIB	
OR-2-06-3331		% On Time LSR/ASR Reject - Facility Check (Electronic - No Flow-Through)		UNE Loop/Pre-qualified Complex/LNP		95% within 72 Hours			Benchmark - HIB	
OR-2-06-3342	OR-2-06-3343	% On Time LSR/ASR Reject - Facility Check (Electronic - No Flow-Through)		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	95% within 72 Hours		Change product to 2 Wire Digital & XDSL Loops. New Product code	Benchmark - HIB	
OR-2-12-5020		% On Time Trunk ASR Reject		Interconnection Trunks (CLEC) (<= 192 Forecasted Trunks)	CLEC Trunks (≤ 192 Forecasted Trunks)	95% on time less than or equal to seven (7) business days			Benchmark - HIB	
OR-4-16-1000		% Provisioning Completion Notifiers sent within one (1) Business Day		Resale & UNE combined (EDI)		95% of PCNs sent within one (1) business day			Benchmark - HIB	
OR-4-17-1000		% Billing Completion Notifiers sent on time		Resale & UNE combined (EDI)		95.50%			Benchmark - HIB	-
OR-6-01-1000		% Service Order Accuracy		Resale and UNE Loop/Complex/LNP (combined)		95% Orders without FairPoint Errors		Modify sample size report across 3	Benchmark - HIB	
OR-6-03-2000		% Accuracy - LSRC		Resale		not more than 5% of LSRCs resent due to FairPoint error			Benchmark - LIB	
OR-6-03-3331		% Accuracy - LSRC		UNE Loop/Complex/LNP		not more than 5% of LSRCs resent due to FairPoint error			Benchmark - LIB	
OR-6-04-1040		% Accuracy - Directory Listing	% Accuracy - Directory Listing	All Directory Listings		95% orders without Verizon errors		Modify sample size report across 3	Benchmark - HIB	
OR-11-01-1130	OR-11-01-2000	% Resale/UNE-P Provider Notifications in Days	% On Time Resale Provider Notifications	Resale & UNE-P combined	Resale	95% in two (2) Calendar		Resale only	Benchmark - HIB	
New	PR-3-02-2000		Completed in 4 Days No Dispatch (1-5 lines only)		Resale	Days	Parity	Proposed new metric (parity)	Parity - HIB	<u> </u>
New	PR-3-02-3113		Completed in 4 Days No Dispatch (1-5 lines only)		UNE POTS Loop New		95%	Proposed new metric. Benchmark proposed 95%	Benchmark - HIB	
New New	PR-3-07-2000 PR-3-07-3113		Completed in 4 Days Dispatch (1-5 lines only)		Resale		Parity	Proposed new metric (parity)	Parity - HIB	
		% Completed in six (6) Days one (1) to five (5) Lines -	Completed in 4 Days Dispatch (1-5 lines only)		UNE POTS Loop New		Parity	Proposed new metric (parity)	Parity - HIB	
PR-3-10-3342 PR-4-01-3211	PR-3-10-3343	Total % Missed Appointment - FairPoint - Total		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	95%		include 2 wire digital	Benchmark - HIB	
PR-4-01-3213			% Missed Due Date - FairPoint - Total % Missed Due Date - FairPoint - Total	UNE Specials DS1 UNE Specials DS3	UNE Specials DS1	Parity with FP Retail	~~~~~	Include EEL & IOF	Parity - LIB	
PR-4-02-2100	PR-4-02-2000	Average Delay Days - Total	No Wildood Date Date -1 dill Olit - 10tg	Resale POTS	UNE Specials DS3 Resale	Parity with FP Retail Parity with FP Retail		Include EEL & IOF	Parity - LIB	3 month roll up
PR-4-02-3100		Average Delay Days - Total		UNE POTS	Number	Parity with FP Retail		UNE Loop Only	Parity - Average Parity - Average	
PR-4-02-3200		Average Delay Days - Total		UNE Specials		Parity with FP Retail		Include EEL & IOF	Parity - Average	
PR-4-02-3342	PR-4-02-3343	Average Delay Days - Total		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail		include 2 wire digital	Parity - Average	
PR-4-02-5000		Average Delay Days - Total		Interconnection Trunks (CLEC)	CLEC Trunks	None: Analysis Only	Parity		Parity - Average	3 month Roil Up
PR-4-04-2100	PR-4-04-2000	% Missed Appointment - FairPoint - Dispatch	% Missed Due Date - FairPoint - Dispatch	Resale POTS	Resale	Parity with FP Retail		Change Product code to 2000 and product name to Resale Total. Include Resale Specials Activity	Parity - LIB	
PR-4-04-3113		% Missed Appointment - FairPoint - Dispatch	% Missed Due Date - FairPoint - Dispatch	UNE POTS Loop New	UNE POTS Loop New	Parity with FP Retail			Parity - LIB	
PR-4-05-2100	PR-4-05-2000	% Missed Appointment - FainPoint - No Dispatch	% Missed Due Date - FairPoint - No Dispatch	Resale POTS	Resale	Parity with FP Retail		Change Product code to 2000 and product name to Resale Total. Include Resale Specials Activity	Parity - LIB	
PR-4-05-3113		% Missed Appointment - FairPoint - No Dispatch	% Missed Due Date - FairPoint - No Dispatch	UNE POTS Loop New	UNE POTS Loop New	Parity with FP Retail			Parity - LIB	
PR-4-14-3342		% Completed On Time - 2-Wire xDSL	% Completed On Time	UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	95% on time		Change product to 2 Wire Digital & xDSL Loops. New Product code	Benchmark - HIB	
PR-4-15-5000		% On Time Provisioning - Trunks		Interconnection Trunks (CLEC)	CLEC Trunks	95% on time			Benchmark - HIB	3 month Roll Up
New	PR-4-17-1030		% Directory data base updates completed within 1 day of order completion		Directory Listings		95%	Agree to 1 day measure	Benchmark - HIB	
PR-6-01-2100	PR-6-01-2000	% installation Troubles reported within 30 Days		Resale POTS	Resale	Parity with FP Retail for Found Troubles		Charge Product code to 2000 and product name to Resale Total. Include Resale Specials Activity	Parity - LIB	

Current Metric #	Updated Metric #	Current Metric Title	Updated Metric Title if changed	Current Product Title	Updated Product Title if changed	Current Performance Standard	Updated Performance Standard if changed	Modifications	Other Agreements	Type Standard - for	Application of small
PR-6-01-3113		% Installation Troubles reported within 30 Days		UNE POTS - Loop - New		Parity with FP Retail for	Standard II changed		-	Parity - LIB	sample size rule
PR-6-01-3200		% Installation Troubles reported within 30 Days		UNE Specials		Found Troubles Parity with FP Retail for				Parity - LIB	
PR-6-01-3342	PR-6-01-3343	% Installation Troubles reported within 30 Days		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail for Found Troubles		Change product to 2 Wire Digital & xDSL Loops. New Product code		Parity - LIB	
PR-6-01-5000		% Installation Troubles reported within 30 Days		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail for				Parity - LIB	3 month Roll Up
PR-6-02-3520		% Installation Troubles reported within seven (7) Days		UNE Loop Basic Hot Cut (all line		Found Troubles <=2%				Benchmark - LIB	
PR-8-01-2100	PR-8-01-2000	Percent Open Orders in a Hold Status > 30 Days		Resale POTS	Resale	Parity with FairPoint Retail		Change Product code to 2000 and product name to Resale Total. Include Resale Specials Activity		Parity - LIB	
PR-8-01-3112		Percent Open Orders in a Hold Status > 30 Days		UNE POTS Loop		Parity with FairPoint Retail				Parity - LIB	
PR-8-01-3200		Percent Open Orders in a Hold Status > 30 Days		UNE Specials		Parity with FairPoint Retail		roll iof & eel into specials		Parity - LIB	
PR-8-01-3342	PR-8-01-3343	Percent Open Orders in a Hold Status > 30 Days		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FairPoint Retail		Change product to 2 Wire Digital & xDSL Loops. New Product code		Parity - LIB	
PR-8-01-5000		Percent Open Orders in a Hold Status > 30 Days		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FairPoint Retail				Parity - LIB	3 month Roll Up
PR-9-01-3520	PR-9-01-3520	% On Time Performance - Hot Cut		UNE Loop - Basic Hot Cut (all line	UNE Loop - Basic Hot Cut (all line	95% Completed Within Window				Benchmark - HIB	
PR-9-08-3533		Average Duration of Hot Cut Installation Troubles		UNE POTS - Loop - Hot Cut Total	UNE POTS - Loop - Hot Cut Total	Parity with FairPoint Retail				Parity - Average	
MR-1-01-6050		Average Response Time - Create Trouble		LSI-TA	WEB GUI	Parity with Retail plus not more than four (4) seconds	≤ 4.5 seconds	Accept metric and benchmark of 4.5 seconds	calculate qualified misses as those > 1.5 x standard if missed	Benchmark - Average	
MR-1-06-6050		Average Response Time - Test Trouble (POTS Only)		LSI-TA	WEB GUI	Parity with Retail plus not more than four (4) seconds	≤1.5 minutes (90 Seconds)	Agree modify standard = 1.5 minutes (90 Seconds)	calculate qualified misses as those > 1.5 x standard if missed	Benchmark - Average	
	MR-3-01-2010	% Missed Repair Appointment - Loop		Resale POTS Business	Resale Business	Parity with FP Retail		Change Product code to 2010 and product name to Resale Total. Include Resale Specials Activity		Parity - LIB	
MR-3-01-2120 MR-3-01-3112		% Missed Repair Appointment - Loop % Missed Repair Appointment - Loop		Resale POTS Residence		Parity with FP Retail				Parity - LIB	
MR-3-01-3342	MR-3-01-3343	% Missed Repair Appointment - Loop		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail Parity with FP Retail		Change product to 2 Wire Digital & xDSL Loops. New Product code		Parity - LIB Parity - LIB	
	MR-3-02-2010	% Missed Repair Appointment - Central Office		Resale POTS Business	Resale Business	Parity with FP Retail		Change Product code to 2010 and product name to Resale Total. Include Resale Specials Activity		Parity - LIB	
MR-3-02-2120 MR-3-02-3112		% Missed Repair Appointment - Central Office % Missed Repair Appointment - Central Office		Resale POTS Residence		Parity with FP Retail				Parity - LIB	
MR-3-02-3342	MR-3-02-3343	% Missed Repair Appointment - Central Office		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail Parity with FP Retail		Change product to 2 Wire Digital & xDSL Loops. New Product code		Parity - LIB Parity - LIB	
MR-4-05-5000 MR-4-06-3217		% Out of Service > 2 Hours % Out of Service > 4 Hours		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail				Parity - LIB	3 month Roll Up
MR-4-07-2110	MR-4-07-2010	% Out of Service > 12 Hours		UNE Specials (DS1 & DS3) Resale POTS - Business	Resale Business	Parity with FP Retail Parity with FP Retail				Parity - LIB Parity - LIB	
MR-4-07-3112		% Out of Service > 12 Hours		UNE POTS Loop		Parity with FP Retail				Parity - LIB	
MR-4-07-3342 MR-4-08-2120		% Out of Service > 12 Hours		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail				Parity - LIB	
WAX-4-00-2 120		% Out of Service > 24 Hours		Resale POTS Residence		Parity with FP Retail				Parity - LIB	
		% Repeat Reports within 30 Days		Resale POTS	Resale	Parity with FP Retail		Change Product code to 2000 and product name to Resale Total. Include Resale Specials Activity		Parity - LIB	
MR-5-01-3112 MR-5-01-3200		% Repeat Reports within 30 Days % Repeat Reports within 30 Days		UNE POTS Loop		Parity with FP Retail				Parity - LIB	
MR-5-01-3342		% Repeat Reports within 30 Days		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail Parity with FP Retail		Change product to 2 Wire Digital & xDSL Loops. New Product code		Parity - LIB Parity - LIB	P. W.
MR-5-01-5000		% Repeat Reports within 30 Days		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail		Accept Metric		Parity - LIB	3 month Roll Up
NP-2-01-6701		% On Time Response to Request for Physical Collocation	% On Time Response to Request for Collocation	Collocation - New Applications - Physical	Collocation - New Applications	95% on time		includes np2016701 plus np2-01- 6702		Benchmark - HIS	Exclude
NP-2-01-6702		% On Time Response to Request for Physical Collocation	% On Time Response to Request for Collocation	Collocation - Augment Applications - Physical	Collocation - Augment Applications	95% on time		np2-01-6702 plus np-2-02-6702		Benchmark - HIB	Exclude

Current Metric #	Updated Metric #	Current Metric Title	Updated Metric Title If changed	Current Product Title	Updated Product Title If changed	Current Performance Standard	Updated Performance Standard if chanced	Modifications	Other Agreements	Type Standard - for	Application of sm
VP-2-05-6701		% On Time - Physical Collocation		Collocation - New Applications		95% on time	Standard it changed			penalty Benchmark - HIB	sumple size rule Exclude
NP-2-05-6702		% On Time - Physical Collocation		Collocation - Augment Applications - 45 days and 76 days combined	Collocation - Augment Applications	95% on time				Benchmark - HIB	Exclude
NP-2-06-6701		% On Time - Virtual Collectaion		Collocation - New Applications		95% on time				Benchmark - HIB	Exclude
NP-2-06-6702		% On Time - Virtual Collocation		Collocation - Augment Applications - 45 days and 76 days combined	Collocation - Augment Applications	95% on time				Benchmark - HIB	Exclude
IP-2-07-6701		Average Delay Days - Physical Collocation		Collocation - New Applications		No Standard	0			Average Delay LIB	Exclude
NP-2-07-6702		Average Delay Days - Physical Collocation		Collocation Augment Applications		No Standard	0			Average Delay LIB	Exclude
IP-2-08-6701		Average Delay Days - Virtual Collocation		Collocation - New Applications		No Standard				Average Delay LIB	Exclude
IP-2-08-6702		Average Delay Days - Virtual Collocation		Collocation Augment Applications		No Standard	0			Average Delay LIB	Exclude
81-3-04-1000		% CLEC Billing Claims Acknowledged within two (2) Business Days		Resale & UNE combined		95% within two (2) business days after receipt			,	Benchmark - HIB	
81-3-05-1000		% CLEC Billing Claims Resolved within 28 Calendar Days After Acknowledgment		Resale & UNE combined		95% within 28 Calendar Days after acknowledgement				Benchmark - HIB	
1-3-08-1000		% CLEC Billing Claim Credits Not Appearing on the Bi within 45 days	a	Resale & UNE combined		97.5% within 45 calendar days				Benchmark - HIB	
1-9-01-1000		% Billing Completeness in Twelve Billing Cycles		Resale & UNE combined		96%				Per Measure	

# ATTACHMENT 2

Current Metric #	Updated Metric # if changed	Current Metric Title	Updated Metric Title If changed	Current Product Title	Updated Product Title II changed	Current Performance Standard	Updated Performance Standard if changed	Modifications
PO-1-05-6020		Average Response Time - TN Availability & Reservation		EDI		Parity with Retail plus not more than four (4) seconds	≤4.5 Seconds	Benchmark Standard =4.5 Seconds
PO-1-05-6050		Average Response Time - TN Availability & Reservation		WEB GUI/LSI/W	WEB GUI	Parity with Retail plus not more than seven (7) seconds	≤7.5 seconds	Benchmark Standard = 7.5 seconds
PO-1-07-6020		Average Response Time - Rejected Query+		EDI		Parity with Retail plus not more than four (4) seconds	≤4.5 Seconds	Benchmark Standard = 4.5 Seconds
PO-1-07-6050		Average Response Time - Rejected Query+		WEB GUI/LSI/W	WEB GUI	Parity with Retail plus not more than seven (7) seconds	≤7.5 seconds	Benchmark Standard = 7.5 seconds
PO-1-09-6020		Parsed CSR	Average Response Time - Parsed CSR	EDI		Parity with Retail plus not more than 10 seconds	≤4.5 Seconds	Benchmark Standard =4.5 Seconds
PO-3-02-1000		% Answered within 30 Seconds - Ordering	% Answered within 30 Seconds - Ordering	Resale & UNE combined		80% within 30 Seconds		
PO-3-04-1000		% Answered within 30 Seconds - Repair	% Answered within 30 Seconds - Repair	Resale & UNE combined		80% within 30		
PO-4-02-6622	PO-4-02-6600	Change Management Notice - Delay one (1) to seven (7) days	Change Management Notice & Confirmation - Delay one (1) to seven (7) days	Change Confirmation - Type 2 - Regulatory	Change notification and confirmation (all types)	Seconds No Standard		Metric to include both notification and confirmation and include all charge types. Product code to be 6660. Roll up of 6622, 6661, 6662, 6671
PO-5-01-6000		% On Time Notice of Interface Outage		Systems Metrics		95%		Notices to be posted on FPT website
OR-2-12-5030		% On Time Trunk ASR Reject		Interconnection Trunks (CLEC) (> 192 and Unforecasted Trunks and Projects)	CLEC Trunks (> 192 and unforecasted Trunks)	Negotiated Process	No Standard	Morono
OR-4-11-1000		% Completed orders with neither a PCN nor BCN sent		Resale & UNE combined (EDI)		0.25%		No Standard
OR-5-01-2000		% Flow Through - Total		Resale		No Standard		
DR-5-01-3112		% Flow Through - Total		UNE POTS - Loop		No Standard		
DR-5-01-3121		% Flow Through - Total		UNE POTS - Other		No Standard		
DR-8-01-2000		% Acknowledgements on Time		Resale		Developed 95% within two (2) hours	Diagnostic standard, 95% within two (2) hours	
DR-8-01-3000		% Acknowledgements on Time		UNE		95% within two (2) hours	Diagnostic standard, 95% within two (2) hours	
R-9-01-2000		% Acknowledgement Completeness		Resale		99%	Diagnostic standard, 99%	
R-9-01-3000		% Acknowledgement Completeness		UNE		99%	Diagnostic standard, 99%	
PR-10-01-1000		% of PON Exceptions Resolved Within Three (3) Business Days		Resale & UNE combined		95% resolved within three (3) Business Days	99%	
R-10-02-1000		% of PON Exceptions Resolved Within Ten (10) Business Days		Resale & UNE combined		99% resolved within ten (10) business days		
R-1-04-3112		Average Interval Offered - Dispatch six (6) to nine (9) Lines		UNE POTS Loop		Parity with FP Retail	Diagnostic standard, Statistics will be calculated,	
R-1-05-3112		Average Interval Offered - Dispatch (>= 10 Lines)		UNE POTS Loop		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	

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Current Metric#	Updated Metric # If changed	Current Metric Title	Updated Metric Title If changed	Current Product Title	Updated Product Title If changed	Performance Standard	Updated Performance Standard if changed	Modifications
PR-1-07-3211		Average Interval Offered - Specials DS1		UNE DS1		Parity with FP Retail		Roll up EEL & IOF into this
PR-1-08-3213		Average Interval Offered - Specials DS3		UNE DS3		Parity with FP Retail		Roll up EEL & IOF into this
PR-1-09-5020		Average Interval Offered - Total		Interconnection Trunks ((CLEC) <= 192 Trunks)	CLEC Trunks (≤ 192 Forecasted Trunks)	Parity with FP Retail		
PR-1-09-5030		Average Interval Offered - Total		Interconnection Trunks ((CLEC) > 192 and Unforecasted Trunks)	CLEC Trunks (> 192 and unforecasted Trunks)	Parity with FP Retail		
PR-3-01-2100	PR-3-01-2000	% Completed in one (1) Day one (1) to five (5) Lines - No Dispatch		Resale POTS	Resale	Parity with FP Retail	Diagnostic standard.	No retail results to be reported
PR-3-06-2100	PR-3-06-2000	% Completed in three (3) Days one (1) to five (5) Lines - Dispatch		Resale POTS	Resale	Parity with FP Retail	Diagnostic standard. Statistics will be celculated.	
PR-3-06-3113		% Completed in three (3) Days one (1) to five (5) Lines - Dispetch		UNE POTS Loop New		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
PR-3-08-3534		% Completed in five (5) days - No Dispatch		UNE Basic Hot Cut Loops (1- 10 lines)		95%	Concordia Co.	
PR-3-11-3528		% Completed in 10 Business Days		UNE POTS Loop Basic Hot Cut (11 to 20 lines)		95%		
PR-5-01-2100	PR-5-01-2000	% Missed Appointment - FairPoint - Facilities		Resale POTS	Resale	Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	Resale Total to include specials
PR-5-01-5000		% Missed Appointment - FairPoint - Facilities		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail		
PR-5-02-2100	PR-5-02-2000	% Orders Held for Facilities > 15 Days		Resale POTS	Resale	Parity with FP Retail		Resale Total to include specials.  Diagnostic reporting of statistical
PR-5-02-3112		% Orders Held for Facilities > 15 Days		UNE POTS Loop		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
PR-5-02-3200		% Orders Held for Facilities > 15 Days		UNE Specials		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
PR-5-02-3342	PR-5-02-3343	% Orders Held for Facilities > 15 Days		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with VADI/DSNO and Retail Line Sharing		to include 2 wire digital. Diagnostic
PR-5-02-5000		% Orders Held for Facilities > 15 Days		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
PR-5-03-5000		% Orders Held for Facilities > 60 Days		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
PR-8-02-2100	PR-8-02-2000	Percent Open Orders in a Hold Status > 90 Days		Resale POTS	Resale	Parity with FairPoint Retail	Diagnostic standard. Statistics will be calculated.	
PR-8-02-3100		Percent Open Orders in a Hold Status > 90 Days		UNE POTS		Parity with FairPoint Retail	Diagnostic standard. Statistics will be calculated.	
PR-8-02-3200		Percent Open Orders in a Hold Status > 90 Days		UNE Specials		Parity with FairPoint Retail	Diagnostic standard. Statistics will be calculated.	include EEL & IOF
PR-8-02-3342	PR-8-02-3343	Percent Open Orders in a Hold Status > 90 Days		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FairPoint Retail	Diagnostic standard. Statistics will be calculated.	
PR-8-02-5000		Percent Open Orders in a Hold Status > 90 Days		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FairPoint Retail	Diagnostic standard. Statistics will be calculated.	
MR-1-02-6050		Average Response Time - Status Trouble		LSI-TA	WEB GUI	Parity with Retail plus not more than four (4) seconds	≤4.5 Seconds	Accept metric and benchmark of 4.5 seconds
MR-1-03-6050		Average Response Time - Modify Trouble		LSI-TA	WEB GUI	Parity with Retail plus not more than four (4) seconds	≤4.5 Seconds	Accept metric and benchmark of 4.5 seconds
MR-1-04-6050		Average Response Time - Request Cancellation of Trouble		LSI-TA	WEB GUI	Parity with Retail plus not more than four (4) seconds	≤4.5 Seconds	Accept metric and benchmark of 4.5 seconds

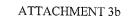
Carrent Metric #	Updated Metric#	Current Metric Title			Updated Product Title if	Current	Updated Performance	
	if changed	curtain wedge rape	Updated Metric Title If changed	Current Product Title	changed	Performance Standard	Standard II changed	Modifications
MR-1-05-6050		Average Response Time - Trouble Report History (by TN/Circuit)		LSI-TA	WEB GUI	Parity with Retail plus not more than four (4) seconds	No Standard Diagnostic	
MR-2-01-3200		Network Trouble Report Rate		UNE Specials		Parity with FairPoint Retail	No Standard.	Monitor trends over time for standard consideration at a future date
MR-2-01-5000		Network Trouble Report Rate		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FairPoint Retail		Accept Metric
MR-2-02-2100	MR-2-02-2000	Network Trouble Report Rate - Loop		Resale POTS	Resale	Parity with FairPoint Retail		Change Product code to 2000 and product name to Resale Total. Include Resale Specials Activity
MR-2-02-3112		Network Trouble Report Rate - Loop		UNE POTS Loop		Parity with FairPoint Retail		
MR-2-02-3342	MR-2-02-3343	Network Trouble Report Rate - Loop		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FairPoint Retail		Change product to 2 Wire Digital & xDSL Loops. New Product code
MR-2-03-2100	MR-2-03-2000	Network Trouble Report Rate - Central Office		Resale POTS	Resale	Parity with FairPoint Retail		Change Product code to 2000 and product name to Resale Total. Include Resale Specials Activity
MR-2-03-3112		Network Trouble Report Rate - Central Office		UNE POTS Loop		Parity with FairPoint Retail		
MR-2-03-3342	MR-2-03-3343	Network Trouble Report Rate - Central Office		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FairPoint Retail		Change product to 2 Wire Digital & xDSL Loops. New Product code
MR-4-04-2100	MR-4-04-2000	% Cleared (all troubles) within 24 Hours		Resale POTS	Resale	Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	Includes all resale
MR-4-04-3112		% Cleared (all troubles) within 24 Hours		UNE POTS Loop		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
MR-4-04-3217		% Cleared (all troubles) within 24 Hours		UNE Specials (DS1 & DS3)		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
MR-4-04-3342	MR-4-04-3343	% Cleared (all troubles) within 24 Hours		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail		would roll up 2 wire digital. Diagnostic
MR-4-04-5000		% Cleared (all troubles) within 24 Hours		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
MR-4-06-2110	MR-4-06-2010	% Out of Service > 4 Hours		Resale POTS - Business	Resale Business	Parity with FP Retail	Diagnostic standard, Statistics will be calculated.	
MR-4-06-2120		% Out of Service > 4 Hours		Resale POTS - Residence		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
MR-4-06-5000		% Out of Service > 4 Hours		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
MR-4-07-2120		% Out of Service > 12 Hours	Water	Resale POTS - Residence		Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
MR-4-07-5000		% Out of Service > 12 Hours		Interconnection Trunks (CLEC)	CLEC Trunks	Parity with FP Retail	Diagnostic standard. Statistics will be calculated.	
MR-4-08-2110	MR-4-08-2010	% Out of Service > 24 Hours		Resale POTS Business	Resale Business	Parity with FP Retail		Change Product code to 2010 and product name to Resale Total. Include Resale Specials Activity
MR-4-08-3112		% Out of Service > 24 Hours		UNE POTS Loop		Parity with FP Retail		
MR-4-08-3217		% Out of Service > 24 Hours		UNE Specials (DS1 & DS3)		Parity with FP Retail		Change to product UNE Specials Total
MR-4-08-3342	MR-4-08-3343	% Out of Service > 24 Hours		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail		Change product to 2 Wire Digital & xDSL Loops. New Product code
MR-4-08-5000 NP-1-01-5000		% Out of Service > 24 Hours		Interconnection Trunks (CLEC)	CLEC Trunks		Diagnostic standard. Statistics will be calculated.	
AL-1-0.1-0000	l1	% Final Trunk Groups Exceeding Blocking Standard		CLEC Trunks	1	See Guidelines	-	

Current Metric # Updated Metric # if changed	Current Metric Tille	Updated Natric Title If changed		Updated Product Title if changed	Current Performance Standard	Updated Performance Standard if changed	Modifications
NP-1-02-5000	% Final Trunk Groups Exceeding Blocking Standard (No Exceptions)		CLEC Trunks		See Guidelines		
NP-1-03-5000	Number Final Trunk Groups Exceeding Blocking Standard - Two (2) Months		CLEC Trunks		See Guidelines		
NP-1-04-5000	Number Final Trunk Groups Exceeding Blocking Standard - Three (3) Months		CLEC Trunks		See Guidelines		
DD-1-01-102 <b>1</b>	Average Speed of Answer - Operator Services		Operator Service Center		Parity with FairPoint Retail	Diagnostic standard. Statistics will be calculated.	
DD-1-02-1021	Average Speed of Answer - Directory Assistance		Operator Service Center		Parity with FairPoint Retail	Diagnostic standard. Statistics will be calculated.	
BI-1-02-1000	% DUF in four (4) Business Days		Resale & UNE combined	·	95% in four (4) Business Days	05%	
31-2-01-1000	Timeliness of Carrier Bill		Resale & UNE combined		98% in 10 Business Days	98%	
31-3-07-1000	% Full or Partial Denials		Resale & UNE combined		No Standard		



#### Attachment 3a 14 metrics - agreed to report but no agreement for performance credits

Current Metric #	Updated Metric # If changed	Current Métric Title	Updated Netric Title if changed	Current Froduct Title	Updated Product Title if changed	Current Performance Standard	Updated Performance Standard if changed	Status	Modifications	Penalty	Other Agreements
DR-5-03-2000		% Flow Through Achieved		Resale		95% for % flow- through achieved	SALE OF THE PARTY	Agree Keep		No Agreement	
DR-5-03-3112		% Flow Through Achieved		UNE POTS - Loop		95% for % flow through achieved		Agree Keep		No Agreement	
OR-5-03-3121		% Flow Through Achieved		UNE POTS - Other		95% for % flow through achieved		Agree Keep		No Agreement	
R-4-07-3540		% On Time Performance - LNP Only		UNE LNP		95% on time		Agree Keep		No Agreement	
IR-4-01-3217		Mean Time To Repair - Total		UNE Specials (DS1 & DS3)		Parity with FP Retail		Agree Modify	Change to product UNE Specials	No Agreement	FPT will accept either MTTR metrics or OOS > 4
MR-4-01-5000		Mean Time To Repair - Total		Interconnection Trunks (CLEC)	CLEC Trunks	Parity		Agree Keep	Total	No Agreement	FPT will accept either MTTR or an OOS> 2 for trunks
IR-4-02-2110	MR-4-02-2010	Mean Time To Repair - Loop Trouble		Resale POTS Business	Resale Business	Parity with FP Retail		Agree Modify	Change Product code to 2010 and product name to Resale Total. Include Resale Specials Activity	No Agreement	FPT will accept either MTTR metrics or OOS > 24
IR-4-02-2120		Mean Time To Repair - Loop Trouble		Resale POTS Residence		Parity with FP Retail		Agree Keep		No Agreement	FPT will accept either MTTR metrics or OOS > 24
R-4-02-3112		Mean Time To Repair - Loop Trouble		UNE POTS Loop		Parity with FP Retail		Agree Keep		No Agreement	FPT will accept either MTTR metric or OOS > 12
IR-4-02-3342	MR-4-02-3343	Mean Time To Repair - Loop Trouble		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail		Agree Modify	Change product to 2 Wire Digital & xDSL Loops. New Product code	No Agreement	FPT will accept either MTTR metric or OOS > 12
IR-4-03-2110	MR-4-03-2010	Mean Time To Repair - Central Office Trouble		Resale POTS Business	Resale Business	Parity with FP Retail		Agree Modify	Change Product code to 2010 and product name to Resale Total. Include Resale Specials Activity	No Agreement	FPT will accept either MTTR metric or OOS > 24
IR-4-03-2120		Mean Time To Repair - Central Office Trouble		Resale POTS Residence		Parity with FP Retail		Agree Keep		No Agreement	FPT will accept either MTTR metrics or OOS > 24
IR-4-03-3112		Mean Time To Repair - Central Office Trouble		UNE POTS Loop		Parity with FP Retail		Agree Keep		No Agreement	FPT will accept either MTTR metrics or OOS > 12
R-4-03-3342	MR-4-03-3343	Mean Time To Repair - Central Office Trouble		UNE 2-Wire xDSL Loops	UNE 2-Wire Digital & xDSL Loops	Parity with FP Retail		Agree Modify	Change product to 2 Wire Digital & xDSL Loops. New Product code	No Agreement	FPT will accept either MTTR metrics or OOS > 12



# Attachment 3b. 11 metrics - no agreement to the include in the Plan.

Proposed Metric	Proposed Metric Title	Product	Proposed Standard	Štatus	Proposed Type Standard - for penalty
OR-12-01-1040	% Accuracy White Pages Directory Listings	LVR Listings	Not Current NNE C2C	No Agreement	Penalty
MR-5-02-2000	% Repeat customer troubles within 30 days of closed "no trouble found ticket (% of closed "no trouble found" ticket)	Resale	Parity with FP Retail	No Agreement	Penalty
MR-5-02-3112	% Repeat customer troubles within 30 days of closed "no trouble found ticket (% of closed "no trouble found" ticket)	UNE Loop	Parity with FP Retail	No Agreement	Penalty
MR-5-02-3342	% Repeat customer troubles within 30 days of closed "no trouble found ticket (% of closed "no trouble found" ticket)	UNE 2 Wire Digital & xDSL	Parity with FP Retail	No Agreement	Penalty
MR-5-02-3200	% Repeat customer troubles within 30 days of closed "no trouble found ticket (% of closed "no trouble found" ticket)	UNE Specials	Parity with FP Retail	No Agreement	Penalty
GE-2-02-POLE	Application acknowledged	Pole Attachments	Tariff/current bus rules	No Agreement	Diagnostic
GE-2-03-POLE	Survey scheduled (days from application)	Pole Attachments	Tariff/current bus rules	No Agreement	Penalty
GE-2-04-POLE	Survey completed (days from application)	Pole Attachments	Tariff/current bus rules	No Agreement	Penalty
GE-2-05-POLE	Make-ready completed (days from survey)	Pole Attachments	Tariff/current bus rules	No Agreement	Penalty
GE-2-06-POLE	License issued (days from application)	Pole Attachments	Tariff/current bus rules	No Agreement	Penalty
GE-2-07-POLE	Make-ready true-up provided (days from make-ready completion)	Pole Attachments	Tariff/current bus rules	No Agreement	Penalty