

ORIGINAL

NATIONAL BANDWIDTH, INC.

Telecommunication / Data Networks

EX PARTE OR LATE FILED

January 5, 2000

Ms. Lisa Boehley
Federal Communications Commission
Common Carrier Bureau
Accounting Policy Division
445 12th Street, S.W.
Room 5-B544
Washington, DC 20554

CC: 96-45

RECEIVED

DEC 11 2000

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Appeal of Administrator's Decision on SPIN Change from Lightec Communications (SPIN # 143005458) to National Bandwidth (SPIN # 143016666)

Application Number: 37391

Funding Request Numbers: 00149702, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12.

Funding Year 1998

Dear Ms. Boehley,

Thank you for the opportunity to speak with you yesterday regarding my SPIN change appeal.

I would like to submit the following documents to my appeal file:

- Two (98130 and 980131 dated 3/30/98) between Lightec and St. Mary's School Rosebank with (expiration clause highlighted). Both contracts between Lightec and St. Mary's School had expired prior to the SPIN request change.
- An agreement between National Bandwidth and Lightec where Lightec transfers the two contracts from Lightec to National Bandwidth. Lightec had received the job to do the Bridgeport, CT School District (40 schools) and felt there was not enough money in doing the small, single St. Mary's School.
- Two new contracts between National Bandwidth and St. Mary's School for the exact same work at the exact same price.

I hope these documents show both that the Lightec contract had expired, and that Lightec willingly and definitively passed the contracts over to National Bandwidth and Lightec had given up any legal right to the job.

NATIONAL BANDWIDTH, INC.

Telecommunication / Data Networks

I have attempted to work with Lightec to pass the FRNs through their account but they were reluctant to do so. Their reasoning was that FRNs for National Bandwidth passing through their accounting system may cause trouble with their accounting practices. My feeling is that their reluctance is because I, once working with them, had now become a competitor and they were not willing to help a competitor.

I hope these documents are helpful with this appeal and I will provide any further information required.

Respectfully Submitted,



John Hohmann

LIGHTEC COMMUNICATIONS, INC.
SCHOOL TELECOMMUNICATIONS INFRASTRUCTURE
INSTALLATION AGREEMENT (LAB)

CONTRACT No.: 980130

DATE: 03-30-98

1. IDENTITY OF SCHOOL

SCHOOL is identified as follows:

Full legal name of SCHOOL: St. Mary School - Rosebank

Type of Entity: School

Address: 1124 Bay Street
City/State/Zip: Staten Island, NY 10305
Telephone: (718) 447-1842
Principal: Ms. Virginia Savarese

2. IDENTITY OF CONTRACTOR

The CONTRACTOR is identified as follows:

Full legal name of CONTRACTOR: Lightec Communications, Inc.

Type of Entity: Corporation

Address: 8 Rogers Road
City/State/Zip: Hyde Park, NY 12538
Telephone: (914) 229-1448
President: Michael Richard

3. JOB TO BE PERFORMED

SCHOOL desires that CONTRACTOR perform and CONTRACTOR agrees to perform, the following job: Provide all material and perform all work as required to install the telecommunications wiring, hardware and software needed to provide Internet access and deliver Voice, Video and Data to a fully functional computer lab that can accommodate (30) computers (provided by the school) in a room (provided by the school). System speed and configuration shall be 100 baseT Ethernet over Category 5 copper. ("the Job")

4. EQUIPMENT / SERVICES TO BE PROVIDED

CONTRACTOR shall provide and install the following as per the attached specifications:

WIRING

- 1- Patch Panel
- 32 - Category 5 drops
- 5 - 4 strand fiber optic drops

SERVER / RACK / UPS

- 2 - Microsoft Win NT SVR V 4.0 20 Client License
- 1 - Netserver LH2 Pii/300
- 1 - Viewsonic 14" monitor
- 1 - 64MB 60NS EDO DIMM F/Nester
- 1 - Rack System
- 1 - Uninterruptible Power Supply

ROUTER AND REMOTE ACCESS

- 1 - Cisco 2509 Access Router W/ Cables
- 1 - Adtran CSU/DSU - T1
- 4 - Hayes Optima 56K External Modem

BACKUP

- 1- Surestore DAT 241 24GB Int

HUBS

- 2 - Superstack II Hub 100TX 24 Port

CONTRACTOR shall provide all labor, cables, fittings, equipment, tools, software, hardware as required to install, test and present to SCHOOL a fully operational lab telecommunication wiring / equipment infrastructure.

CONTRACTOR shall also provide (8) hours of on-site network operating training and instruction to the SCHOOL.

5. TERMS OF PAYMENT

Total cost shall be FORTY-SEVEN THOUSAND SEVEN HUNDRED AND SEVENTEEN AND 89/100 DOLLARS (\$47,717.89) for the Job which shall be paid strictly and solely from grant funds secured for the SCHOOL by the CONTRACTOR. SCHOOL shall be responsible to pay ZERO DOLLARS (\$ -0-) for the Job. No work will be performed without CONTRACTOR first securing complete grant funding to begin the Job. Inability to obtain complete grant funding by the CONTRACTOR for the SCHOOL will prevent the Job from beginning. This Agreement shall remain in effect from 7-1-98 to 12-31-98

6. COMMENCEMENT OF WORK

No work shall begin, nor materials be ordered without first the complete verification of funding, nor shall work begin without first the CONTRACTOR receiving from the SCHOOL a "NOTICE TO BEGIN WORK" signed by the Principal (Ms. Virginia Savarese) on SCHOOL letterhead stationary noting the date for work to commence, final price, and services to be provided.

7. REIMBURSEMENT OF EXPENSES

SCHOOL shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR unless agreed in a separate writing.

8. INABILITY TO OBTAIN COMPLETE GRANT FUNDING

CONTRACTOR shall not be required to begin the Job for SCHOOL if complete grant funding cannot be found.

9. NOTICES

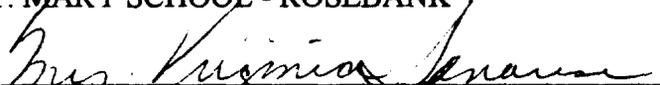
Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein.

10. AMENDMENTS

This Agreement may be supplemented, amended, or revised only by a signed writing.

UNDERSTOOD AND AGREED;

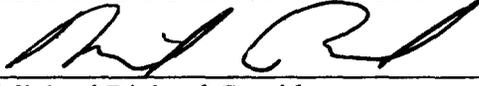
ST. MARY SCHOOL - ROSEBANK



Ms. Virginia Savarese, Principal

4/7/98
Date

LIGHTEC COMMUNICATIONS



Michael Richard, President

3/30/88
Date

**LIGHTEC COMMUNICATIONS, INC.
GENERAL CABLE SPECIFICATIONS**

- Category 5 and 4 strand 62.5 Micron Multimode Fiber Optic. Wiring Standards as follows:

AREA	COMPONENT	DATA	VOICE	VIDEO
Classrooms / Assembly Areas	Connector	ST - Type	RJ-12	RJ-45
	Pinning		EIA / TIA 568-A	EIA / TIA 568 A
	Face Plate	Four (4) Composite		
	Distribution	One per Work Area		
	Mounting	Permanent / Wall Mount		
Horizontal	Cable	Fiber Optic	Cat 5	Cat 5
	Conductor	4-Strand	4-Pair	4-Pair
	Install	Conduit / Cable Tray / Hidden		
Distribution Frame / (Cabinet)	Patching Connector	ST-Type / MIC	RJ-12	RJ-45
	Punch Down		110 Type	110 Type
	Mounting	Wall / Cabinet		
Backbone	Cable Type	Fiber Optic	Cat 5	Cat 5
	Conductor	8 Strand 8-12	25 Pair	25 Pair
	Connector	ST-Type	AMP	AMP
	Mounting	Conduit / Cable Tray		

- All networking equipment including hubs, Routers, etc. to make network fully operational
- All network software.
- Project supervision.
- Independent system test / acceptance.
- Certified installer
- New network server 300MMx, 6 gigabit hard drive, 32 Mb Ram.

LIGHTEC COMMUNICATIONS, INC.
SCHOOL TELECOMMUNICATIONS INFRASTRUCTURE
INSTALLATION AGREEMENT (BUILDING)

CONTRACT No.: 980131

DATE: 03-30-98

1. IDENTITY OF SCHOOL

SCHOOL is identified as follows:

Full legal name of SCHOOL: St. Mary School - Rosebank

Type of Entity: School

Address: 1124 Bay Street

City/State/Zip: Staten Island, NY 10305

Telephone: (718) 447-1842

Principal: Ms. Virginia Savarese

2. IDENTITY OF CONTRACTOR

The CONTRACTOR is identified as follows:

Full legal name of CONTRACTOR: Lightec Communications, Inc.

Type of Entity: Corporation

Address: 8 Rogers Road

City/State/Zip: Hyde Park, NY 12538

Telephone: (914) 229-1448

President: Michael Richard

3. JOB TO BE PERFORMED

SCHOOL desires that CONTRACTOR perform and CONTRACTOR agrees to perform, the following job: Provide all material and perform all work as required to install the telecommunications wiring, hardware and software to deliver Voice, Video and Data to 17 different rooms throughout the school. System speed and configuration shall be a Gigabit Ethernet backbone with 100 baseT drops, Ethernet over Category 5 copper. Note: to be fully functional, Lab / Internet access must be provided through another contract. ("the Job")

4. EQUIPMENT / SERVICES TO BE PROVIDED

CONTRACTOR shall provide and install the following as per the attached specifications:

WIRING

- 0 - Patch Panel
- 34 - Category 5 drops
- 17 - 4 strand fiber optic drops

SERVER / RACK / UPS

- 2 - Microsoft Win NT SVR V 4.0 20 Client License
- 1 - Netserver LH2 PII/300
- 1 - Viewsonic 14" monitor
- 1 - 64MB 60NS EDO DIMM F/Nester

HUBS

- 3 - Superstack II 3300TX 100 Base T Switch
- 3 - Superstack II Switch Gigabit Module
- 2 - Superstack II Hub 100TX 24 Port
- 4 - Superstack II Hub 100TX Tranc.

CONTRACTOR shall provide all labor, cables, fittings, equipment, tools, software, hardware as required to install, test and present to SCHOOL a fully operational ~~lab~~ telecommunication wiring / equipment infrastructure.

CONTRACTOR shall also provide (8) hours of on-site network operating training and instruction to the SCHOOL.

5. TERMS OF PAYMENT

Total cost shall be FIFTY-THREE THOUSAND ONE HUNDRED AND THIRTY-FOUR AND 42/100 DOLLARS (\$53,134.42) for the Job which shall be paid strictly and solely from grant funds secured for the SCHOOL by the CONTRACTOR. SCHOOL shall be responsible to pay ZERO DOLLARS (\$ -0-) for the Job. No work will be performed without CONTRACTOR first securing complete grant funding to begin the Job. Inability to obtain complete grant funding by the CONTRACTOR for the SCHOOL will prevent the Job from beginning.

6. COMMENCEMENT OF WORK

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9. NOTICES

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10. AMENDMENTS

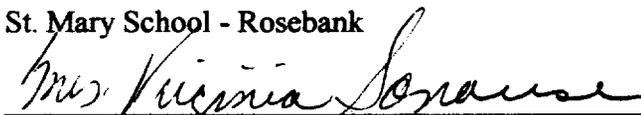
This Agreement may be supplemented, amended, or revised only by a signed writing.

11. LENGTH OF AGREEMENT

This Agreement shall remain in effect from 7-1-98 to 12-31-98

UNDERSTOOD AND AGREED;

St. Mary School - Rosebank

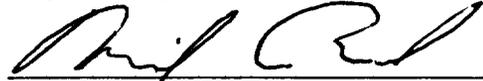


Ms. Virginia Savarese, Principal

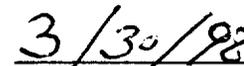


Date

LIGHTEC COMMUNICATIONS



Michael Richard, President



Date

**LIGHTEC COMMUNICATIONS, INC.
GENERAL CABLE SPECIFICATIONS**

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- All network software.
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- Independent system test / acceptance.
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- New network server 300MMx, 6 gigabit hard drive, 32 Mb Ram.

NATIONAL BANDWIDTH, INC.
Telecommunication / Data Networks
Funding / Design / Operation

February 5, 1999

Mr. Michael Richard
Lightec Communications
8 Rogers Road
Hyde Park, NY 12538

Dear Michael,

As per our discussion yesterday, due to pressing concerns elsewhere, and if the SLC will allow a transfer of SPIN numbers, you would like to transfer contracts 980130 (LAB) and 980131 (BUILDING), both dated 3/30/98 for St. Mary School Rosebank to National Bandwidth. National Bandwidth will provide and perform all work as required to fulfill the contracts at the original specified price.

Sincerely



John Hohmann

Agreed and Understood



Michael Richard
Lightec Communications

2/5/99
Date

NATIONAL BANDWIDTH, INC.
SCHOOL TELECOMMUNICATIONS INFRASTRUCTURE
INSTALLATION AGREEMENT (LAB)

CONTRACT No.: 980130

DATE: 02-18-99

1. IDENTITY OF SCHOOL

SCHOOL is identified as follows:

Full legal name of SCHOOL: St. Mary School - Rosebank

Type of Entity: School

Address: 1124 Bay Street
City/State/Zip: Staten Island, NY 10305
Telephone: (718) 447-1842
Principal: Ms. Virginia Savarese

2. IDENTITY OF CONTRACTOR

The CONTRACTOR is identified as follows:

Full legal name of CONTRACTOR: National Bandwidth, Inc.

Type of Entity: Corporation

Address: PO Box 687
City/State/Zip: Hyde Park, NY 12538
Telephone: (914) 229-1414
President: John Hohmann

3. JOB TO BE PERFORMED

SCHOOL desires that CONTRACTOR perform and CONTRACTOR agrees to perform, the following job: Provide all material and perform all work as required to install the telecommunications wiring, hardware and software needed to provide Internet access and deliver Voice, Video and Data to a fully functional computer lab that can accommodate (30) computers (provided by the school) in a room (provided by the school). System speed and configuration shall be 100 baseT Ethernet over Category 5 copper. ("the Job")

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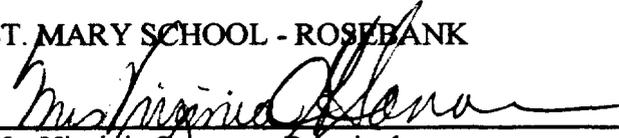
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ST. MARY SCHOOL - ROSEBANK



Ms. Virginia Savarese, Principal

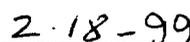


Date

NATIONAL BANDWIDTH



John Hohmann, Managing Director



Date

NATIONAL BANDWIDTH, INC.
SCHOOL TELECOMMUNICATIONS INFRASTRUCTURE
INSTALLATION AGREEMENT (BUILDING)

CONTRACT No.: 980131

DATE: 02-18-99

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Full legal name of SCHOOL: St. Mary School - Rosebank

Type of Entity: School

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Managing Director: John Hohmann

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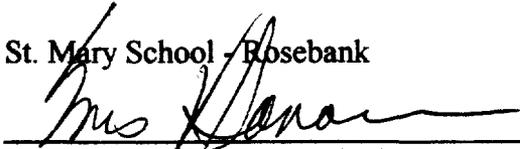
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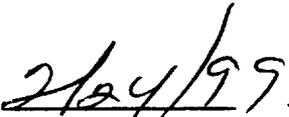
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UNDERSTOOD AND AGREED;

St. Mary School - Rosebank



Ms. Virginia Savarese, Principal

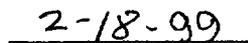


Date

NATIONAL BANDWIDTH



John Holmann, Managing Director



Date