

**TelCove**

Advanced • Secure • Communications

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2005 FEB 22 AM 4:09

SECRETARY'S BUREAU

February 14, 2005

Pennsylvania Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105-3265

**DOCKETED**  
APR 06 2005

RE: 2003 Pennsylvania PUC Annual Report  
TelCove Operations Inc. ~~310923~~ A - 310923

**DOCUMENT  
FOLDER**

Dear Sir or Madam:

In accordance with 52 Pa. Code Section 63.36, Telcove is aware we have an obligation to file a 2004 Annual PUC Report for TelCove Operations Inc. by 3/31/2005.

Telcove Inc., and its Subsidiaries recently emerged from a bankruptcy restructuring as supervised by the United States Bankruptcy Court Southern District of New York. This restructuring has hampered our ability to hire a sufficient number of people necessary to retrieve all the operational and financial data required to file our Annual Reports on or before the required due dates without extensions.

Due to the volume of reporting required company wide for all reporting states and the hampered retrieval process of data, we respectfully request a 120 day extension on the filing of our 2004 Annual Reports.

If you should have any questions, feel free to contact Ed Baumgardner at 814-260-2416 or ed.baumgardner@telcove.com.

Sincerely,



Jay Stuckey  
Vice President - Accounting

410.685.6588  
410.230.0297 fax

www.telcove.com

300 Lexington Street • Suite 700 • Baltimore, MD 21201

76

COMMONWEALTH OF PENNSYLVANIA

DATE: February 23, 2005  
SUBJECT: A-310923  
TO: Bureau of Fixed Utility Services  
FROM: James J. McNulty, Secretary *KB*

**DOCKETED**  
APR 06 2005

**DOCUMENT  
FOLDER**

TelCove Operations Inc.

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Attached is a copy of a Letter Request for Extension of Time to File 2004 Annual Report filed by TelCove Operations Inc., in connection with the above docketed proceeding.

This matter is assigned to your Bureau for appropriate action.

Attachment

cc: LAW

ksb



# Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.  
 BRIAN C. BENNETT 2600 CENTURY SQUARE TEL (206) 622-1150  
 DIRECT (206) 628-7726 1501 FOURTH AVENUE FAX (206) 621-7699  
 brianbennett@dwt.com SEATTLE, WA 98101-1688 www.dwt.com

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March 3, 2006

Secretary's Bureau  
 Pennsylvania Public Utility Commission  
 PO Box 3265  
 Harrisburg, PA 17105-3265

Re: Sale of Adelphia Telecommunications, Inc. ("Adelphia") long distance services

Dear Public Utility Commission:

Pursuant to the sale of Adelphia's long distance services and customer base in Pennsylvania to Telecom Management Inc., d/b/a Pioneer Telephone ("Pioneer"), Adelphia would like to confirm that all certificates, tariffs, and price lists relating to Adelphia's long distance services have been cancelled, and that Adelphia has no further obligations regarding the long distance services it previously provided in Pennsylvania. The filing references for Adelphia's long distance services are Docket Nos. A-310923, A-310923 F0002, A-310923 F0003 and A-310923 F0004. Please contact me if you have any questions.

Very truly yours,

Davis Wright Tremaine LLP

*Brian Bennett*  
 Brian Bennett

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 PA.P.U.C.  
 SECRETARY'S BUREAU

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ORIGINAL

Timothy Kinneen  
Manager – VSO Customer Financial Services

185 Franklin Street, Room 900  
Boston, MA 02110  
(617) 743-6915  
timothy.kinneen@verizon.com

A-310923

Via Overnight Express Mail

October 2, 2009

Director - Interconnection Services  
TelCove Communications, LLC  
1025 Eldorado Blvd.  
Broomfield, CO 80021

Legal - Interconnection Services  
TelCove Communications, LLC  
1025 Eldorado Blvd.  
Broomfield, CO 80021

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SEP 30 2009

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RJP

Re: Notice of Payment Default and Imminent Disconnection of Local Service – Pennsylvania

Dear Notice Recipients:

This letter serves as notice that TelCove Operations, LLC, and TelCove of Pennsylvania, LLC (together, "TelCove") is again in default of its bill payment obligations with respect to charges billed under its interconnection agreement (the "Agreement") with Verizon Pennsylvania Inc. ("Verizon") and Verizon's applicable tariffs. This default arises from TelCove's failure to pay undisputed past due charges that Verizon billed more than 30 days ago for collocation, unbundled network elements, and resold local service. Accordingly, TelCove is now in default with respect to these undisputed charges in the amount of \$354,335.51 as of September 29, 2009. As a result of TelCove's prior failure to pay on time, Verizon sent a default notice on February 27, 2009, but TelCove has again allowed past due charges to accrue. Verizon sends this formal notice of payment default pursuant to Section 22.5 of the Agreement. TelCove must cure this payment default by paying Verizon the amount of \$354,335.51 on or before **December 18, 2009**.

As a result of TelCove's failure to timely pay its bills, Verizon hereby exercises its rights, under Section 20.3 of the Agreement, to require TelCove to deliver adequate assurance of payment of amounts due, or to become due, under the Agreement. Accordingly, Verizon hereby makes a separate and independent demand that TelCove deliver to Verizon an irrevocable standby letter of credit in the amount of two months estimated charges for the services rendered under the Agreement. Verizon's average monthly billing to TelCove under the Agreement for collocation, unbundled network elements, and resold local service is approximately \$900,000, so two months estimated charges is equal to \$1,800,000.

Pursuant to Section 20.3 of the Agreement, TelCove must furnish an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance

satisfactory to Verizon from a financial institution acceptable to Verizon, in the amount of **\$1,800,000**, on or before December 18, 2009. Failure to timely deliver an acceptable letter of credit will constitute a separate and independent material breach of TelCove's contractual obligations.

Pursuant to Section 22.5 of the Agreement, Verizon has the right, upon 60 days written notice to TelCove, to terminate its provision of service if TelCove fails to make timely payment of undisputed amounts. However, the "Local Service Provider Abandonment Process" (the "Abandonment Process") set forth in Pennsylvania Code Title 52, Chapter 63, Subchapter N §§ 63.301 et seq. provides an extended notice period and other requirements with which Verizon will comply.

Accordingly, TelCove must pay its undisputed past due balance in the amount of **\$354,335.51**, and deliver an acceptable letter of credit in the amount of **\$1,800,000**, on or before **December 18, 2009**. If TelCove fails to fulfill all of these requirements, Verizon will suspend its acceptance and processing of all new or pending TelCove service orders to add or change service (except disconnects), and/or will terminate all services provided under the Agreement on or after **December 21, 2009**.

Verizon reserves all of its rights to exercise any or all of its cumulative remedies, and will continue to exercise any and all available legal remedies to collect payment for services rendered and to limit its risk of accruing additional unpaid service charges. Please contact me immediately to arrange payment to cure this breach of payment obligations.

Sincerely,



Timothy Kinneen

cc: James J. McNulty, Secretary  
Pennsylvania Public Utility Commission

Bureau of Consumer Services  
Pennsylvania Public Utility Commission

Law Bureau  
Pennsylvania Public Utility Commission

**Pennsylvania** As of 9/29/09

PRODUCT	CURRENT CHARGES	PAST DUE	DISPUTES	UNDISPUTED PAST DUE
COLO	\$261,686.17	\$33,429.59	\$0.00	\$33,429.59
UNE	\$491,296.44	\$275,612.05	\$0.00	\$275,612.05
RESALE	\$158,266.79	\$45,293.87	\$0.00	\$45,293.87
<b>TOTAL</b>	<b>\$911,249.40</b>	<b>\$354,335.51</b>	<b>\$0.00</b>	<b>\$354,335.51</b>

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SEP 30 2009

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

From: Origin ID: LWMA (617)743-5908  
Scott D. Hanning  
Verizon  
185 Franklin St  
MailCode S81060012  
Boston, MA 02110



0928099322124

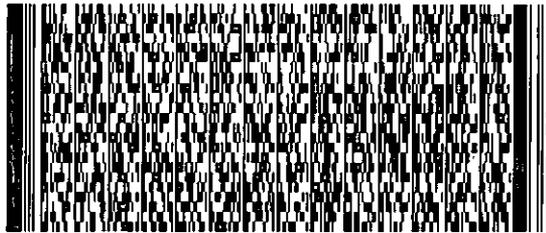
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ActWgt: 1 LB  
CAD: 2873773/WBUS0200  
Account#: S \*\*\*\*\*

Delivery Address Bar Code



Ref # PR9622886  
Invoice #  
PO #  
Dept #

SHIP TO: (717)783-1740 **BILL THIRD PARTY**  
**James J. McNulty, Secretary**  
**Pennsylvania PUC**  
**400 NORTH ST**  
**FL 2**  
**HARRISBURG, PA 17120**



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