

VIA OVERNIGHT MAIL

December 17, 2003

Rebecca Sommi
VP – Operations Support
Broadview Networks, Inc.
400 Horsham Road
Horsham, PA 19044

James Lennon
Community Networks of Massachusetts
45-18 Court Square, Suite 502
Long Island City, NY 11101

Scott Matukas
Chief Financial Officer
Broadview Networks, Inc.
59 Maiden Lane, 29th Floor
New York, NY 10038

DOCKETED
FEB 12 2004

DOCUMENT

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DEC 17 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

A-310932F7000

Re: Notice of Payment Defaults and Pending Refusal of New Access Service Orders

Dear Ms. Sommi & Messrs. Lennon and Matukas:

Please take notice that Broadview Networks Inc. ("Broadview") is yet again in default of its bill payment obligations with respect to access charges owed under the tariffs of the Verizon telephone operating companies set forth below (collectively, "Verizon"). There have been prior notices, demands, and cures, but due to a pattern of late and insufficient payments, Broadview is again substantially in arrears for undisputed charges on access services Verizon has provided. Therefore, this new notice has become necessary.

This default applies to undisputed federal and state access charges that are past due and excludes Verizon charges that Broadview has disputed in good faith. Broadview is now in default with respect to these charges in an aggregate amount of **\$1,322,151.99**, which arrearage represents Broadview noncompliance in payment obligations for all of Broadview's access arrangements, federal and state, across the Verizon service footprint. Attached please find account information current as of December 15, 2003, which provides payment default data specific to access service provision in each applicable Verizon state of operation and includes all Broadview payments and submitted disputes to date.¹

If Broadview does not cure this noncompliance within thirty (30) days of this notice by paying Verizon the amount of **\$1,322,151.99** before the expiration of that time period, then Verizon will begin to implement its rights pursuant to applicable federal and state access tariffs. As its initial action, Verizon will refuse additional applications and/or refuse to complete any pending orders


¹ Verizon has specifically excluded from its payment demand all specific Broadview disputes filed to date, including, among other things, claims concerning CDP credits for T3s, surcharges, and associated LPCs.

Notice Recipients
Broadview Networks, Inc.
(Page 2 of 3)

action, Verizon will refuse additional applications and/or refuse to complete any pending orders for access service submitted by Broadview in Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, and Rhode Island on or after **January 19, 2004**.

Take further notice now, however, that 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 ensure that additional payment arrearages do not accrue. Please contact me immediately to arrange payment to cure the Broadview breach of payment obligations.

Sincerely,


David R. Blackmore
Manager – Wholesale Receivables
(412) 633-2680

Acting on behalf of:

Verizon New England Inc., d/b/a Verizon Massachusetts
Verizon New England Inc., d/b/a Verizon New Hampshire
Verizon New England Inc., d/b/a Verizon Rhode Island
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Pennsylvania Inc.

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

Bureau of Consumer Services
Pennsylvania Public Utility Commission

Broadview Access Arrearages By State						
STATE	VERIZON COMPANY	TARIFFS	CURRENT	PAST DUE	DISPUTE AMOUNT	TOTAL UNDISPUTED PAST DUE AMOUNT
MA	Verizon New England Inc., d/b/a Verizon Massachusetts	FCC No. 11 § 2.1.8; DTE MA No.15 § 2.4.2	7,842.39	252,632.13	34,800.90	\$217,831.23
NH	Verizon New England Inc., d/b/a Verizon New Hampshire	FCC No. 11 § 2.1.8; NH PUC No. 85 § 2.4.2	8,476.42	19,750.01	4,598.97	\$15,151.04
NJ	Verizon New Jersey Inc.	FCC No. 1 § 2.1.8; BPU NJ No. 2 § 2.1.8	17,027.82	33,287.11	605.95	\$32,681.16
NY	Verizon New York Inc.	FCC No. 11 § 2.1.8; PSC NY No. 11 § 2.1.8	310,697.29	1,070,326.69	233,323.39	\$837,003.30
PA	Verizon Pennsylvania Inc.	FCC No. 1 § 2.1.8; PA PUC No. 302 § 2.1.8	37,580.02	114,809.37	9,070.87	\$105,738.50
RI	Verizon New England Inc., d/b/a Verizon Rhode Island	FCC No. 11 § 2.1.8; PUC RI No. 20 § 2.4.2	4,909.45	128,690.10	14,943.34	\$113,746.76
Data as of 12/15/2003						
AGGREGATE TOTAL			\$ 386,533.39	\$ 1,619,495.41	\$ 297,343.42	\$ 1,322,151.99

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



February 23, 2004

1717 Arch Street, 32NW
Philadelphia, PA 19103

Tel: (215) 963-6004
Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

VIA UPS OVERNIGHT

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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MAR 04 2004

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FEB 23 2004

DOCUMENT PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon Pennsylvania Inc. and Broadview Networks, Inc.
of Adoption of an Interconnection Agreement
Dkt. No. A-310932F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered June 17, the parties in the above-referenced matter were directed to file a true and correct copy of the Agreement that they had filed. It has come to our attention that no follow-up filing was done at that time. Please be advised that the true and correct copy of the letter of adoption is the letter of adoption which the parties filed on April 21, 2003 and which, along with the underlying Agreement being adopted, was the subject of the Commission's Order dated June 17, 2003.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

Daniel E. Monagle

DEM/slb

cc: Rebecca Sommi, Esquire

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MEMO

PUBLIC UTILITY COMMISSION

March 8, 2004

Subject:

A-310922F7000	Verizon Pennsylvania Inc & Core Communications
A-310985f7000	Verizon Pennsylvania Inc & Citynet Telecommunications
A-311160F7000	Verizon Pennsylvania Inc & McGraw Communications
A-310863F7001	Verizon North Inc & Comm South Companies
A-311222F7001	Verizon North Inc & Essex Acquisition Corp
A-311259F7001	Verizon North Inc & Unlimited Communication
A-311259F7000	Verizon Pennsylvania Inc & Unlimited Communication
A-310806F7000	Verizon Pennsylvania Inc & NOW Communications
A-310932F7000	Verizon Pennsylvania Inc & Broadview Networks
A-310651F7000	Verizon Pennsylvania Inc & Service Electric Telephone
A-310804F7000	Verizon Pennsylvania Inc & dPi Teleconnect, LLC
A-310804F7001	Verizon North Inc & dPi Teleconnect, LLC
A-310782F7000	Verizon Pennsylvania Inc & IDT America Corp
A-311188F7000	Verizon Pennsylvania Inc & Broadview NP Acquisition
A-310827F7001	Verizon North Inc & D-Tel, LLC
A-310738F7001	Verizon North Inc & D&E Systems, Inc.
A-310738F7000	Verizon Pennsylvania Inc and D&E Systems, Inc
A-310933F7001	Verizon North Inc & Metropolitan Telecommunications
A-311156F7001	Verizon North Inc & Remi Tetail Communications
A-310104F7000	Verizon Pennsylvania Inc & ATX Telecommunications
A-311087F7000	Verizon Pennsylvania Inc & PaCLEC Corp
A-311021F7000	Verizon Pennsylvania Inc & LightWave Communications
A-310581F7000	Verizon Pennsylvania Inc & VIC-RMTS-DC
A-310581F7001	Verizon North Inc & VIC-RMTS-DC
A-310872F7001	Verizon North Inc & Quantumshift Communications

To: James McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants



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Your office currently lists the above-referenced cases as open assignments to OSA. This memo is to advise you that, per the attached letters dated February 23, 2004, true and correct copies of the Interconnection Agreements have been filed in each case. Accordingly, please take the necessary actions to close the assignments and remove these matters from our outstanding case list.

If you need more information or have any questions or concerns, please contact Bobbi Lathrop at 2-8584. Thank you.

DOCKETED
APR 15 2004

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

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FEB 24 2004

February 23, 2004

OFFICE OF SPECIAL
ASSISTANTS

1717 Arch Street, 32NW
Philadelphia, PA 19103

Tel: (215) 963-6004
Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

VIA UPS OVERNIGHT

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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FEB 23 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon Pennsylvania Inc. and Broadview Networks, Inc.
of Adoption of an Interconnection Agreement
Dkt. No. A-310932F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered June 17, the parties in the above-referenced matter were directed to file a true and correct copy of the Agreement that they had filed. It has come to our attention that no follow-up filing was done at that time. Please be advised that the true and correct copy of the letter of adoption is the letter of adoption which the parties filed on April 21, 2003 and which, along with the underlying Agreement being adopted, was the subject of the Commission's Order dated June 17, 2003.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

Daniel E. Monagle

DEM/slb

cc: Rebecca Sommi, Esquire

Via Overnight Mail



March 26, 2004

Rebecca Sommi
Vice President of Operations Support
Broadview Networks Inc.
400 Horsham Road
Horsham PA 19044

ORIGINAL

Scott Matukas
Chief Financial Officer
Broadview Networks, Inc.
59 Maiden Lane, 29th Floor
New York, NY 10038

DOCKETED
MAY 05 2004

James J. McNulty, Secretary
Public Utilities Commission
Commonwealth Keystone Building
400 North St. 2nd Flr.
Harrisburg, PA 17120

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MAR 26 2004
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Bureau of Consumer Services
Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

DOCUMENTS
FOLDER

Re: Notice of Payment Default, Service Suspension, and Pending Termination of Service – Pennsylvania

A-310932 F7000

Dear Notice Recipients:

Please take notice that Broadview Networks (“Broadview”) is in default of its bill payment obligations with respect to access charges owed under the tariffs of Verizon Pennsylvania Inc., (“Verizon”).

This default applies to undisputed access charges that are past due and excludes Verizon charges that Broadview has disputed in good faith. Broadview is now in default with respect to these charges in Pennsylvania in an amount that is not less than **\$106,129.40**, which arrearage represents Broadview noncompliance in payment obligations for all of Broadview’s access arrangements, federal and state. Attached please find account information current as of March 17, 2004, which includes all payments to date.

Broadview must cure this noncompliance immediately by paying Verizon the amount of **\$106,129.40**. Remit that amount by wire transfer to Verizon on or before **April 2, 2004**.

If all Broadview payment defaults on access charges (now past due or becoming so within this notice period) are not timely cured in full, Verizon will implement its rights pursuant to its tariffs FCC No. 1, Section 2.1.8 and PA PUC No. 302, Section 2.1.8 and will begin to terminate its access service to Broadview in Verizon’s operating territory in Pennsylvania on or after **April 28**,

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2004. On that same date, Verizon will also, without further notice, refuse all applications and service orders placed by Broadview pursuant to FCC No. 1 and PA PUC No. 302 for any service or facilities not already in service in Verizon's operating territory in Pennsylvania.

Broadview is solely responsible for any notifications to any of its end users should such end users be impacted by its failure to maintain access service from Verizon. If Broadview does not remit its cure payment to Verizon by **April 2, 2004**, Verizon will assume that Broadview is taking all necessary steps in preparation for disconnection of access service beginning **April 28, 2004**.

Take further notice now, however, that 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. Please contact me immediately to arrange payment to cure the Broadview breach of payment obligations in Pennsylvania.

Sincerely,

SH 

David R. Blackmore
Manager – Wholesale Receivables
(412) 633-2680

BROADVIEW NETWORKS - PENNSYLVANIA

Broadview Networks Compiled as of 3/17/04				
SERVICE TYPE	CURRENT	PAST DUE	DISPUTED AMOUNT	UNDISPUTED PAST DUE
Access	\$38,192.76	\$118,130.83	\$12,001.43	\$106,129.40

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NOV 19 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



David R. Blackmore
Manager - Wholesale Collections

201 Stanwix St., 6th Floor
Pittsburgh, PA 15222
(412) 633-2680
david.r.blackmore@verizon.com

Via Overnight Mail

November 19, 2004

Rebecca H. Sommi
VP - Operations Support
Broadview Networks, Inc.
400 Horsham Road, Suite 130
Horsham, PA 19044

DOCKETED
DEC 21 2004

A-310932 F7000

Re: Notice of Payment Default on Denied "No Facilities" Disputes - Pennsylvania

Dear Ms. Sommi:

Please take notice that Broadview Networks, Inc. ("Broadview") is in default of its bill payment obligations in Pennsylvania under its Interconnection Agreement (the "Agreement") with Verizon Pennsylvania Inc. ("Verizon").

This payment default applies to undisputed past due Verizon resold service and unbundled network element platform arrangements ("UNE-P") charges pertaining to migration requests from resale or UNE-P to UNE loop that were rejected due to "no facilities," as more fully described in the letter from Verizon's Jeffrey Noto dated October 8, 2004 (copy enclosed for reference). Although Verizon clearly explained why Broadview must pay these charges and demanded payment no later than October 25, 2004, Broadview, based on its claims for the amounts and services set forth in the attached chart, has continued to withhold payments it owes to Verizon in those amounts. These amounts also include late payment charges ("LPCs") that have accrued from the date that Verizon first denied each Broadview claim through October 8, 2004, and which continue to accrue.

As noted in the attached October 8 letter, Broadview owes Verizon an aggregate sum of \$1,051,249.19 (plus incremental late payment charges that have accrued since October 8, 2004) associated with this issue. This substantial unpaid and undisputed balance represents charges for Verizon services provided to Broadview in six states including Pennsylvania.

This nonpayment situation cannot be permitted to continue, and Verizon therefore sends this formal notice of payment default pursuant to Section 22.5 of the Agreement. To avoid further action by Verizon and to maintain its Verizon service arrangements under current business terms, Broadview must cure this payment default by paying Verizon **\$16,783.50**, by wire received no later than **5:00PM EST on November 29, 2004**. Verizon reserves the right to recover further late payment charges that have accrued, and continue to accrue, during the period from October 9, 2004 through the date on which Broadview cures the payment default.

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If Broadview does not cure its payment defaults for undisputed service charges, per Section 22.5 of the Agreement, Verizon has the right to terminate or suspend its provision of service to Broadview upon written notice. If Broadview fails to make this payment, then Verizon will follow and will provide Broadview with the opportunity to comply with the various deadlines and notice periods of the Pennsylvania Public Utility Commission ("PAPUC") service guidelines, as set forth below:


- a) Verizon will act in accordance with the terms of Section III of the PAPUC guidelines and Section 22.5 of the Agreement to limit its exposure to additional financial loss from Broadview's payment defaults, and will implement a block on acceptance of new service orders ("embargo") at any time on or after **January 21, 2005**.
- b) Verizon will terminate all resold and UNE-P service provided to Broadview in Pennsylvania on or after **January 21, 2005**.

Although pursuant to the guidelines, Verizon has the right to implement an embargo and terminate service on less than sixty calendar days' advance written notice, Verizon will provide Broadview with the extended notice period contained in Section 22.5 of the Agreement.

If Broadview does not intend to cure its payment default, per the terms of the PAPUC guidelines, Broadview has no more than five (5) business days from its receipt of this notice, which is **November 30, 2004**, to issue its own written notice to its Pennsylvania local service customers of its cessation of local service. Any Broadview failure to provide its timely notice of service discontinuance is a further and independent breach of its Pennsylvania contractual and carrier obligations.

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 rights to collect payment for all services rendered. Please contact me immediately to arrange payment in cure of this Broadview breach of payment obligations in Pennsylvania.

Sincerely,



David R. Blackmore

CC:

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Bureau of Consumer Services
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Broadview Networks, Inc.
November 19, 2004
Page 3 of 3

STATE	SERVICE	UNDISPUTED PAST DUE BALANCE	LPCS	TOTAL
PA	RESALE	10,172.10	1,646.01	\$11,818.11
	UNE-P	4,273.24	692.15	\$4,965.39
	TOTAL	14,445.34	2,338.16	\$16,783.50

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NOV 19 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Jeffrey S. Noto
Vice President – Wholesale Dispute Management

110 Allen Rd. - 3rd Floor
Liberty Corner, NJ 07938
(908) 607-7111
jeffrey.s.noto@verizon.com

October 8, 2004

Rebecca Sommi, Vice President – Operations Support
James Lennon, Managing Director – Vendor Management
Broadview Networks
744 Broad Street, 10th Floor
Newark, NJ 07102

RE: Escalated “No Facilities” disputes on various Verizon BANs

Dear Ms. Sommi and Mr. Lennon:

Verizon has considered Broadview’s escalations of Verizon’s previous denials of Broadview’s claims pertaining to migration requests from Resale or UNE Platform to UNE Loop that were rejected due to “No Facilities.” As you are aware, Elizabeth Powers and Lori Kalcic have been discussing these disputes on their bi-weekly reconciliation calls. The disputes and the subsequent denials are identified in Attachment A, following.

Broadview is disputing what it claims is the rate differential between a) the charges billed on these Resale or UNE Platform lines back to the date on which Broadview states that it requested Verizon to cut the respective lines to UNE Loop and b) the charges applicable to UNE Loops had they not been rejected by Verizon due to lack of facilities. Broadview’s claim submissions included what it asserts to be the Resold or UNE Platform telephone numbers (“TNs”) and Broadview’s calculation of the disputed charges.

Upon escalation of several “No Facilities” disputes, Ms. Kalcic requested additional details in order to investigate the rejections. Ms. Powers provided an Excel spreadsheet on February 23, 2004 (“Verizon No Facilities Error Messages 2_23_04.xls”). This spreadsheet included information not previously provided on any of Broadview’s claim submissions such as PONs and the Messages received back from Verizon describing the reasons why the migration requests submitted by Broadview were rejected. This spreadsheet contains 1,139 PONs queried back to Broadview between December 2, 1999 and June 25, 2003. There are 885 TNs associated with these 1,139 PONs.

During a subsequent claim reconciliation call held on February 27th, Lori asked why Broadview believed that Verizon should not have rejected the migration requests due to facilities issues. Ms. Powers responded that there was an FCC ruling in June 2003 which, according to Broadview, stated that Verizon should not be sending back “no facilities” messages on Broadview’s Hot Cut requests. In a March 9, 2004 e-mail, Elizabeth verified that the FCC ruling being referred to was the FCC’s Triennial Review Order (TRO). The TRO was, in fact, released in August 2003, with an effective date of October 2, 2003.

Verizon's Provisioning Department, based on its review of the PONs submitted on February 23, 2004 and other information provided by Broadview, has confirmed that the orders at issue were properly rejected and that Broadview has failed to substantiate any of its claims, many of which relate to orders placed more than three years ago. If adequate facilities did not exist to provision a particular UNE Loop, Verizon, in accordance with the terms of the parties' interconnection agreement, rejected the request. As Verizon has explained to Broadview, at such time as Verizon and Broadview have agreed upon and executed a TRO amendment to their interconnection agreement requiring Verizon to provide routine network modifications pursuant to the TRO, Verizon, on a prospective basis, will provide such routine network modifications upon the terms, conditions and rates set forth in the amendment. Before then, however, Verizon is not and never has been obligated to provide routine network modifications to Broadview pursuant to the TRO, and Verizon most certainly had no such obligation during the periods at issue in these disputes, which in large part preceded the TRO.

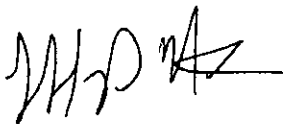
Broadview is essentially attempting improperly to apply retroactively -- to periods that preceded even the TRO itself -- the routine network modification obligations established in the TRO. Verizon does not agree that those obligations existed prior to the TRO, or that we are (or ever were) required to perform such activities in the absence of a signed TRO amendment at any time since the TRO took effect on October 2, 2003. Moreover, even if these obligations did exist prior to the TRO or without the requisite implementing amendment (which they did not), Broadview failed to assert the obligations contemporaneously with the subject orders (which occurred as far back as 1999), to dispute the subject invoices (again, for orders dating back as far as 1999) in a timely manner, or to avail itself of measures to mitigate its alleged damages. Nor does the limited information Broadview has provided adequately substantiate its claims. Broadview also fails to account for value of the services that Broadview has obtained as a result of Verizon's provision of the subject lines as UNE-P or resale, which substantially exceed the services that Verizon would have provided if the subject lines were provisioned as UNE-L. Verizon reserves its rights as to further bases upon which Broadview's claims may be denied pursuant to the terms of the parties' interconnection agreements, Verizon's tariffs, applicable law, and/or otherwise.

Therefore, Verizon confirms its previous denials of Broadview's claims because the disputed charges in the amount of \$1,051,249.19 are valid as charged.

If Broadview has already deducted the disputed amount from other payments owed to Verizon, please remit payment of \$1,182,874.25, which includes late payment charges associated with these disputes, by October 25, 2004.

If you have any questions, please contact me on (908) 607-7111.

Sincerely,



Jeffrey S. Noto

cc: Rita D. La Brutto
Lori Kalcic
Elizabeth Powers

Attachment

Broadview "No Facilities" Disputes

WCIT Tracking Number	Customer Claim Number	Billing Acct No.	Rec'd Date	Bill Date	Resolution Date	Claim Amount
C031023000120	NOFAC#3	2151241008999	10/21/2003	6/5/2003	11/20/2003	\$510.00
C031024000242	NOFAC#32	2151241008999	10/21/2003	9/5/2003	11/21/2003	\$1,620.00
C031023000124	NOFAC#17	7171131050999	10/21/2003	6/19/2003	11/20/2003	\$165.00
C031023000059	NOFAC#18	7171131050999	10/21/2003	7/19/2003	11/20/2003	\$60.00
C031022001082	NOFAC#10	212Q010052052	10/21/2003	7/19/2003	11/19/2003	\$17,550.00
C031022001092	NOFAC#12	212Q010052052	10/21/2003	8/19/2003	11/19/2003	\$14,970.00
C031023000004	NOFAC#26	212Y400046846	10/21/2003	7/4/2003	11/20/2003	\$16,680.00
C031023000315	NOFAC#28	212Y400046846	10/21/2003	8/4/2003	11/20/2003	\$15,285.00
C031022001089	NOFAC#11	508Q050143143	10/21/2003	7/31/2003	11/19/2003	\$2,670.00
C031022001095	NOFAC#13	508Q050143143	10/21/2003	8/31/2003	11/19/2003	\$2,670.00
C031022001096	NOFAC#14	603Q010089089	10/21/2003	8/31/2003	11/19/2003	\$150.00
C031023000005	NOFAC#27	617Y400045571	10/21/2003	7/6/2003	11/20/2003	\$8,115.00
C031023000317	NOFAC#29	617Y400045571	10/21/2003	8/6/2003	11/20/2003	\$7,680.00
C031023000602	NOFAC#33	212Q010052052	10/22/2003	9/19/2003	11/20/2003	\$11,130.00
C031023000595	NOFAC#30	212Y400046846	10/22/2003	9/4/2003	11/20/2003	\$16,995.00
C031023000644	NOFAC#34	508Q050143143	10/22/2003	9/30/2003	11/20/2003	\$2,730.00
C031023000598	NOFAC#31	617Y400045571	10/22/2003	9/6/2003	11/20/2003	\$8,475.00
C031024000280	NOFAC#4	212Q010052052	10/23/2003	5/19/2003	11/21/2003	\$271,519.62
C031024000310	NOFAC#7	212Q010052052	10/23/2003	6/19/2003	11/21/2003	\$19,920.00
C031024000301	NOFAC#5	508Q050143143	10/23/2003	5/31/2003	11/21/2003	\$30,008.47
C031024000314	NOFAC#8	508Q050143143	10/23/2003	6/30/2003	11/21/2003	\$2,560.00
C031024000308	NOFAC#6	603Q010089089	10/23/2003	5/31/2003	11/21/2003	\$645.88
C031024000362	NOFAC#9	603Q010089089	10/23/2003	6/30/2003	11/21/2003	\$150.00
C031031000347	NOFAC#1	2151241008999	10/30/2003	5/5/2003	11/19/2003	\$8,042.10
C031031000389	NOFAC#15	7171131050999	10/30/2003	5/19/2003	11/19/2003	\$4,048.24
C031031000355	NOFAC#2	201X091012999	10/30/2003	5/5/2003	11/19/2003	\$522.23
C031031000407	NOFAC#16	609Z061014999	10/30/2003	5/14/2003	11/19/2003	\$778.81
C031110000062	NOFAC#35.	212Q010052052	11/7/2003	10/19/2003	12/5/2003	\$10,530.00
C031110000070	NOFAC#36.	508Q050143143	11/7/2003	10/31/2003	12/5/2003	\$4,470.00
C031114000492	NOFAC#37	212Y400046846	11/14/2003	10/4/2003	12/12/2003	\$15,525.00
C031114000493	NOFAC#38	617Y400045571	11/14/2003	10/6/2003	12/12/2003	\$7,575.00
C040115000009	NOFAC#39	212Q010052052	1/14/2004	11/19/2003	2/12/2004	\$11,370.00
C040115000021	NOFAC#45	212Q010052052	1/14/2004	12/19/2003	2/12/2004	\$10,410.00
C040115000013	NOFAC#41	212Y400046846	1/14/2004	11/4/2003	2/12/2004	\$16,875.00
C040115000018	NOFAC#43	212Y400046846	1/14/2004	12/4/2003	2/12/2004	\$15,705.00
C040115000011	NOFAC#40	508Q050143143	1/14/2004	11/30/2003	2/12/2004	\$4,500.00
C040115000024	NOFAC#46	508Q050143143	1/14/2004	12/31/2003	2/12/2004	\$4,260.00
C040115000015	NOFAC#42	617Y400045571	1/14/2004	11/6/2003	2/12/2004	\$7,740.00
C040115000019	NOFAC#44	617Y400045571	1/14/2004	12/6/2003	2/12/2004	\$7,710.00

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



January 10, 2005

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Philadelphia, PA 19103

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Fax: (215) 563-2658
Daniel.Monagle@Verizon.com

VIA UPS OVERNIGHT

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JAN 10 2005

PA PUBLIC UTILITY COMMISSION
HARRISBURG, PA

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Filing of
Verizon Pennsylvania Inc. and Broadview Networks, Inc.
of Adoption of an Interconnection Agreement
Docket No. A-310932 F 1000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Filing of Verizon Pennsylvania Inc. and Broadview Networks, Inc., of Adoption of an Interconnection Agreement. The Interconnection Agreement adopted is the Agreement between Verizon Pennsylvania Inc. and Global NAPs South Inc. which the Commission approved in Docket No. A-310771 in 2003. This adopted Interconnection Agreement is intended as a replacement Interconnection Agreement, replacing the Agreement between Verizon Pennsylvania Inc. and Broadview Networks, Inc. previously approved by the Commission at Docket No. A-310932. Although the Adoption is effective as of October 27, 2004, the Adoption was signed by the two parties' signers on December 20, 2004 and December 23, 2004 respectively. Thus, this Joint Filing is being made within 30 days of the day that the agreement was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Broadview Networks, Inc.

Please date stamp the enclosed additional copy and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,


Daniel E. Monagle

DEM/slb

Enclosure

cc: Rebecca Sommi, Esquire, Attorney for Broadview Networks, Inc.
Attached Service List

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SERVICE LIST

Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

William Lloyd
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Charles F. Hoffman
Office of Trial Staff
PA Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17105-3265

Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Consumer Services
PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Fixed Utility Services
PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

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HARRISBURG, PA 17105-3265

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MAY 16 2006
PA PUBLIC UTILITY COMMISSION
REGULATORY SERVICES DIVISION



David R. Blackmore
Manager – Partner Solutions Receivables Management

201 Stanwix St., 6th Floor
Pittsburgh, PA 15222
(412) 633-2680
david.r.blackmore@verizon.com

Via Overnight Mail

May 16, 2006

James F. Lennon
Managing Director – Vendor Management
Broadview Networks, Inc.
744 Broad Street, 10th Floor
Newark, NJ 07102

DOCUMENT
FOLDER

Re: Verizon's April 3, 2006 Notices of Payment Default and Broadview's April 13 Responses

Dear Mr. Lennon:

A-310932 F7000 & A-311188 F7000

I write in response to your five letters dated April 13, 2006 regarding the ten payment default notices we sent dated April 3, on behalf of Verizon's telephone operating companies in Massachusetts, New Jersey, New York, and Pennsylvania. Verizon sent these notices because Broadview Networks, Inc. ("Broadview") and Broadview NP Acquisition Corp. ("Network Plus") had failed to timely pay undisputed charges. Since then, as you know from my letter dated May 4 and my other letter dated today, May 16 (copy attached), Verizon considers five of these notices as cured, and Verizon has extended the cure deadline for the five other notices until May 26, to the extent that a deadline would have expired before then.

I would like to address two points common to your five letters. First, you've asked Verizon to "withdraw" its default notices, because you contend that there were no undisputed past due balances, or in some cases, no "significant" balances. For the five cured notices, this issue is moot. Moreover, Broadview made substantial payments to cure these notices, which belies any claim that no money was owed. As for the five open notices, Verizon will not withdraw them, because contrary to your assertions, Broadview and Network Plus do have substantial unpaid and undisputed balances. Since the default notices were issued, Verizon representatives have spent considerable time working with you and other Broadview and Network Plus employees to go over the accounts and reconcile claims values, and those conversations are ongoing. We are pleased with the progress that has been made, but these discussions have demonstrated that Broadview and Network Plus indeed owe significant unpaid charges. Therefore, there is no basis for your request that Verizon withdraw or cancel the remaining notices, and we consider these to remain in full effect until cured.

Second, you claim that Verizon acted precipitously in sending these default notices, instead of "engaging in business to business discussions." It is because "business to business discussions" failed to produce any results that Verizon had to send default notices to collect Broadview's unpaid debts. For example, Verizon's Lori Kalcic sent you an email on March 6 with an attached spreadsheet identifying a large discrepancy between Verizon's dispute values and Broadview's dispute values, and asking for your assistance to reconcile these values. You did not respond to Ms. Kalcic's request. It was only after

Broadview Networks, Inc.
May 16, 2006
Page 2 of 2

Verizon sent the April 3 default notices that Broadview began to work through these discrepancies with Verizon. Moreover, Verizon's willingness to extend the payment deadline to May 26 for the applicable open notices is further indication that we are acting in a reasonable manner. If Broadview and Network Plus want to avoid receiving default notices in the future, all they must do is pay Verizon's bills on time, and respond to our inquiries in a timely fashion.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Blackmore", with a long horizontal line extending to the right.

David R. Blackmore

cc: Rebecca Sommi, Senior VP of Operations Support, Broadview
Robert Mayer, Director - Office of Telecommunications, New York Public Service Commission
James J. McNulty, Secretary, Pennsylvania Public Utility Commission
Bureau of Consumer Services, Pennsylvania Public Utility Commission
Law Bureau, Pennsylvania Public Utility Commission

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MAY 16 2006
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REGULATORY SERVICES DIVISION



David R. Blackmore
Manager – Partner Solutions Receivables Management

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Pittsburgh, PA 15222
(412) 633-2680
david.r.blackmore@verizon.com

Via Overnight Mail

May 16, 2006

James F. Lennon
Managing Director – Vendor Management
Broadview Networks, Inc.
744 Broad Street, 10th Floor
Newark, NJ 07102

A-310932 F7000 + A-311188 F7000

Re: Verizon's April 3, 2006 Notices of Payment Default – Further Extension of Deadline to Cure

Dear Mr. Lennon:

This letter follows up on Verizon's April 3, 2006 notices of payment default sent to Broadview Networks, Inc. ("Broadview") and Broadview NP Acquisition Corp. ("Network Plus"), our subsequent discussions concerning those notices, and my letter to you dated May 4. As you know, Verizon sent ten notices of default, five of which Broadview has cured – three for Wholesale Advantage services provided to Broadview in New Jersey, New York, and Pennsylvania, one for access services provided to Broadview in Massachusetts, New Jersey, New York, and Pennsylvania, and one for local services provided to Broadview under its Massachusetts interconnection agreement.

Five default notices remain outstanding. Verizon is contractually entitled to embargo and/or terminate the services provided to Broadview and Network Plus on the deadlines set forth in those notices if the undisputed charges are not fully paid. Because of the efforts the parties have made to reconcile dispute values and the partial payments received thus far, Verizon agreed to temporarily forbear from exercising its rights to embargo and/or terminate services until May 19, with respect to those notices with any deadlines that would have expired before May 19. Verizon will further extend this deadline to **May 26, 2006**.

This affects each outstanding default notice as follows:

State	Company	Default Notice	Undisputed Charges Payment Due Date	Final Action If Undisputed Charges Are Not Paid
MA	Network Plus	ICA	5/26/06	Embargo/Terminate 5/30/06
NJ	Network Plus	Access	5/26/06	Embargo/Terminate 5/30/06
NY	Broadview	ICA	6/5/06	Embargo/Terminate 6/6/06
NY	Network Plus	ICA	6/5/06	Embargo/Terminate 6/6/06
NY	Network Plus	Access	5/26/06	Embargo/Terminate 5/30/06
PA	Broadview	ICA	5/26/06	Embargo/Terminate 5/30/06

If you have any questions, please do not hesitate to contact me.

Sincerely,



David R. Blackmore