

Victor D. Del Vecchio  
Assistant General Counsel

DT05-003



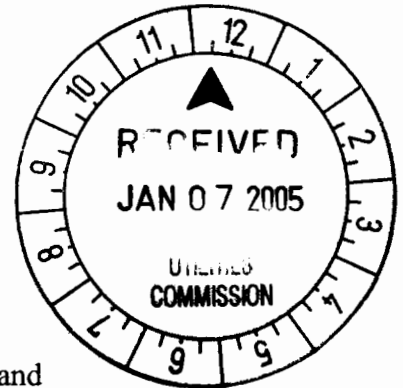
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585

Phone 617 743-2323  
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victor.delvecchio@verizon.com

January 6, 2005

**VIA OVERNIGHT DELIVERY**

Ms. Debra A. Howland  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301



Re: Interconnection Agreement Between Verizon New Hampshire and  
Broadview NP Acquisition Corp.

Dear Ms. Howland:

Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 are an original and five copies of the adoption by Broadview NP Acquisition Corp. of the arbitrated interconnection agreement between Verizon New Hampshire and Global NAPs Inc.

Questions that the Commission or interested persons may have regarding the filing should be directed to me or to Broadview's representative:

Ms. Rebecca Sommi  
Vice President – Operations Support  
Broadview NP Acquisition Corp.  
400 Horsham Road  
Horsham, PA 19044  
Tel: (215) 293-8715

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your assistance.

Very truly yours,  
  
Victor D. Del Vecchio

Enclosures

cc: Rebecca Sommi, Vice President

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets



**Wholesale Markets**  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Phone 972-718-5988  
Fax 972-719-1519  
john.c.peterson@verizon.com

November 11, 2004

Eric G. Roden  
Chief Operating Officer  
Broadview NP Acquisition Corp.  
59 Maiden Lane, 27<sup>th</sup> Floor  
New York, NY 10038

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Roden:

Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, Massachusetts 02110, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Broadview NP Acquisition Corp. ("BNPAC"), a Delaware corporation, with principal place of business at 59 Maiden Lane, 27<sup>th</sup> Floor, New York, New York 10038, wishes to adopt the terms of the arbitrated Interconnection Agreement between Global NAPS Inc. ("GNAPS") and Verizon that was approved by the New Hampshire Public Utilities Commission (the "Commission") as an effective agreement in the State of New Hampshire in Docket No. DT 02-107, as such agreement exists on the date hereof (including any effective amendments thereto) after giving effect to operation of law (the "Terms"). I understand BNPAC has a copy of the Terms. Please note the following with respect to BNPAC's adoption of the Terms.

1. By BNPAC's countersignature on this letter, BNPAC hereby represents and agrees to the following six points:
  - A. BNPAC adopts (and agrees to be bound by) the Terms of the GNAPS/Verizon arbitrated agreement for interconnection as it is in effect

on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that BNPAC shall be substituted in place of Global NAPS Inc. and GNAPS in the Terms wherever appropriate.

- B. For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), the decision of the U.S. Court of Appeals for the D.C. Circuit in its Opinion and Order in *United States Telecom Association v. Federal Communications Commission*, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51.
- C. Notice to BNPAC and Verizon as may be required under the Terms shall be provided as follows:

To: Broadview NP Acquisition Corp.  
Attention: Rebecca H. Sommi, VP, Operations Support  
400 Horsham Road, Suite 130  
Horsham, PA 19044  
Telephone Number: 215-293-8715  
Facsimile Number: 215-293-8750  
Internet Address: [rsommi@broadviewnet.com](mailto:rsommi@broadviewnet.com)

To Verizon:  
Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:  
Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- D. BNPAC represents and warrants that it is a certified provider of local telecommunications service in the State of New Hampshire, and that its

adoption of the Terms will cover services in the State of New Hampshire only.

- E. In the event an interconnection agreement between Verizon and BNPAC is currently in effect in the State of New Hampshire (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
  - F. Verizon's standard pricing schedule for interconnection agreements in the State of New Hampshire (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to BNPAC's adoption of the Terms. BNPAC should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. BNPAC's adoption of the GNAPS arbitrated Terms shall become effective on October 27, 2004. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by BNPAC as to the points set out in paragraph one hereof. The term and termination provisions of the GNAPS/Verizon agreement shall govern BNPAC's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on January 16, 2005.
  3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. DT 02-107, or to seek review in any way

of any provisions included in these Terms as a result of BNPAC's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. DT 02-107 (the GNAPS arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny BNPAC's adoption and/or application of the Terms, in whole or in part, at any time:
  - A. when the costs of providing the Terms to BNPAC are greater than the costs of providing them to GNAPS;
  - B. if the provision of the Terms to BNPAC is not technically feasible; and/or
  - C. to the extent that Verizon otherwise is not required to make the Terms available to BNPAC under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

7. Should BNPAC attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against BNPAC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and BNPAC's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of BNPAC resulting from BNPAC's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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<sup>4</sup> FCC Internet Order ¶ 82.

**SIGNATURE PAGE**

Please arrange for a duly authorized representative of BNPAC to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NEW ENGLAND INC.  
D/B/A VERIZON NEW HAMPSHIRE



\_\_\_\_\_  
John C. Peterson, Director  
Contract Performance and Administration

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

BROADVIEW NP ACQUISITION CORP.



\_\_\_\_\_  
Eric G. Roden  
Chief Operating Officer

c: K. Robertson – Verizon

**APPENDIX A<sup>1 2</sup>**

**VERIZON NEW HAMPSHIRE AND BNPAC**

**V1.3**

**A. INTERCONNECTION<sup>3</sup>**

**I. Rates for Transport and Termination of Traffic**

1.	Reciprocal Compensation Traffic or End Office Rate	End Office: (Day) = \$0.002810 per minute (Eve) = \$0.003860 per minute (Night) = \$0.001341 per minute  Tandem Office: (Day) = \$0.002810 per minute (Eve) = \$0.003860 per minute (Night) = \$0.001341 per minute  Charged in accordance with Interconnection Attachment.
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per Verizon Tariffs FCC No. 11 and PUC No. 85, as amended from time to time
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Verizon Tandem Office, Verizon Serving Wire Center, or other Point of Interconnection	Per Verizon Tariffs FCC No. 11 and PUC No. 85, as amended from time to time, for Feature Group D service.

**II. Transit Service**

**(a). Tandem Transit Service**

Rates for Tandem Transit Service are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**(b). Dedicated Transit Service**

Rates for Dedicated Transit Service are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

<sup>1</sup> In the event this Appendix A refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

<sup>2</sup> For a Service for which the rates are identified as "SGAT/Tariff," the following rates shall apply. Until a Verizon Tariff containing the rates for that Service becomes effective, the rates for that Service will be the rates set forth in Verizon's Statement of Generally Available Terms and Conditions ("SGAT") that is on file with the Commission, as amended from time to time. Once a Verizon Tariff containing the rates for that Service becomes effective, the rates for that Service will be the rates set forth in Verizon's Tariff, as amended from time to time.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.



**B. UNBUNDLED NETWORK ELEMENTS<sup>4</sup>**

**I. Unbundled Database Access**

**(a). 800/888 Database**

Rates for access to 800/888 Database are as set forth in Verizon's SGAT/Tariff, as amended from time to time

**(b). LIDB**

Rates for access to LIDB are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**II. Unbundled Local Loops**

Rates for Unbundled Local Loops are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**III. Unbundled IOF**

Rates for Unbundled IOF are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**IV. Unbundled Common Channel Signaling and Call-Related Database Access**

Rates for Unbundled Common Channel Signaling and Call-Related Database Access are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**V. Unbundled Local Switching**

Rates for Unbundled Local Switching are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**VI. Unbundled Tandem Switching**

Rates for Unbundled Tandem Switching are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**VII. Unbundled Network Interface Device and House and Riser**

Rates for Unbundled Network Interface Device and House and Riser are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**VIII. Line Sharing**

Rates for Line Sharing are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

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<sup>4</sup> All rates and charges specified herein are pertaining to the Network Element Attachment. Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC, a court, or other governmental authority of appropriate jurisdiction.

**IX. Line Splitting**

Rates for Line Splitting are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**X. Combinations of Unbundled Network Elements**

Rates for Combinations of Network Elements are as set forth in Verizon's SGAT/Tariff, as amended from time to time

**XI. Unbundled Sub-Loop Arrangements (USLA)**

Rates for Unbundled Sub-Loop Arrangements are as set forth in Verizon's SGAT/Tariff, as amended from time to time

**XII. Access to Feeder Sub Loops**

Rates for Access to Feeder Sub Loops are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**XIII. Dark Fiber**

Rates for Dark Fiber are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**C. RESALE<sup>5</sup>**

Wholesale discounts are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**D. CUSTOMER USAGE DETAIL CHARGES**

Rates for Customer Usage Detail Charges are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**E. TIME AND MATERIALS CHARGES**

Rates for Access to Time and Materials Charges are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**F. 911/E911 INTERCONNECTION**

Rates for 911/E911 Interconnection are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**G. OPERATIONS SUPPORT SYSTEMS**

Rates for access to, and development, maintenance and use of, Operations Support Systems, are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

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<sup>5</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

**H. INTRASTATE COLLOCATION**

Rates for Intrastate Collocation are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.