THOMAS, LONG,
NIESEN & KENNARD
Attorneys and Counsellors at Law

NORMAN J. KENNARD
Direct Dial: 717.255.7627
nkennard@thomaslonglaw.com

June 30, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

In re: Petition of Citizens Telephone Company of Kecksburg, Consolidated Communications of Pennsylvania Company, Hickory Telephone Company, Ironton Telephone Company, Lackawaxen Telecommunications Services, Laurel Highland Telephone Company, North Penn Telephone Company, Palmerton Telephone Company. Pennsylvania Telephone Company, Pymatuning Independent Telephone Company, South Canaan Telephone Company, and Venus Telephone Corporation for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. Section 252(b) with Choice One Communications of Ohio Inc., Choice One Communications of Pennsylvania, Inc., Choice One Communications of Rhode Island Inc., Choice One Communications of Connecticut Inc., Choice One Communications of Maine Inc., Choice One Communications of Massachusetts Inc., Choice One Communications of New York Inc., Choice One Communications of New Hampshire Inc., US Xchange of Indiana, L.L.C., US Xchange of Illinois, L.L.C., US Xchange of Wisconsin, L.L.C., and US Xchange of Michigan, L.L.C., Docket No. _____

Dear Secretary Chiavetta:

On Friday, June 25, 2010, the above-named rural telephone companies ("Rural Petitioners") filed collectively a request for arbitration of interconnection agreements between themselves and the above-listed Choice One Companies.

The Rural Petitioners have been advised that the only Choice One Companies that are or will be sending traffic to Rural Petitioners are Choice One Communications of Pennsylvania, Inc., CTC Communications Corporation and FiberNet Telecommunications of Pennsylvania, LLC. Counsel for the Choice One Companies also states that, in the event additional Choice One Companies do send traffic to any of the Rural Petitioners, that none of the Choice One Companies will object to requests for arbitration in the future, should such an occasion arise. Finally, the Choice One Companies have further agreed that the interconnection agreement may be entered into with additional Choice One Companies besides the Pennsylvania-specific entities.

Therefore, it is requested that the caption in the above matter be revised. At this point, there are twelve RLECs and three Choice One Companies:

- Choice One Communications of Pennsylvania, Inc. (A-310781);
- FiberNet Telecommunications of Pennsylvania, LLC (A-31088); and
- CTC Communications Corporation (A-310295).

Choice One agrees that these entities are included in the request for interconnection and the proposed re-docketing. As a result, enclosed are 36 copies of the original Petition filed last Friday for use by the Secretary's Bureau in docketing the twelve Rural Petitioner companies and the three Choice One Companies.

At an appropriate future date, the Rural Petitioners intend to move for consolidation of all dockets into one, but understands that the Secretary's Bureau will be docketing them individually for the time being.

Should you have any questions or comments, please do not hesitate to contact me at your convenience.

Very truly yours,

THOMAS, LONG, NIESEN & KENNARD

By: Norman J. Kennard

NJK:tlt
cc: Veronica Smith, Chief Administrative Law Judge
Certificate of Service

CERTIFICATE OF SERVICE

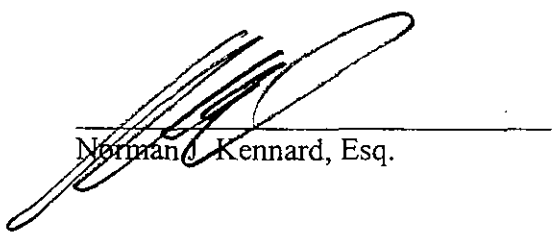
I hereby certify that on this 30th day of June 2010 copies of the foregoing document have been served, via electronic and first class mail, postage prepaid at Harrisburg, Pennsylvania, as indicated, upon the persons listed below in accordance with the requirements of 52 Pa Code §§ 1.54 and 1.55 of the Commission's rules.

John C. Dodge
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue NW
Washington, DC 20006-3402
JohnDodge@dwt.com

Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
spopowsky@paoca.org

William Lloyd
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101
willloyd@state.pa.us

Johnnie E. Simms, Director
PUC Office of Trial Staff
Commonwealth Keystone Building
2nd Floor, F West
Harrisburg, PA 17120
josimms@state.pa.us



Norman J. Kennard, Esq.

THOMAS, LONG,
NIESEN & KENNARD
Attorneys and Counsellors at Law

NORMAN J. KENNARD
Direct Dial: 717.255.7627
nkennard@thomaslonglaw.com

June 25, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

In re: Petition of Citizens Telephone Company of Kecksburg, Consolidated Communications of Pennsylvania Company, Hickory Telephone Company, Ironton Telephone Company, Lackawaxen Telecommunications Services, Laurel Highland Telephone Company, North Penn Telephone Company, Palmerton Telephone Company. Pennsylvania Telephone Company, Pymatuning Independent Telephone Company, South Canaan Telephone Company, and Venus Telephone Corporation for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. Section 252(b) with Choice One Communications of Ohio Inc., Choice One Communications of Pennsylvania, Inc., Choice One Communications of Rhode Island Inc., Choice One Communications of Connecticut Inc., Choice One Communications of Maine Inc., Choice One Communications of Massachusetts Inc., Choice One Communications of New York Inc., Choice One Communications of New Hampshire Inc., US Xchange of Indiana, L.L.C., US Xchange of Illinois, L.L.C., US Xchange of Wisconsin, L.L.C., and US Xchange of Michigan, L.L.C., Docket No. _____

Dear Secretary Chiavetta:

Enclosed for filing are an original and three (3) copies Petition of Rural Petitioners for Arbitration of Interconnection Rates, Terms and Conditions with The Choice One Companies in the above-referenced matter. Copies have been served in accordance with the attached Certificate of Service.

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

Very truly yours,

THOMAS, LONG, NIESEN & KENNARD

By: Norman J. Kennard

NJK:tlt

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re:	:	
	:	
Petition of Citizens Telephone Company of Kecksburg,	:	
Consolidated Communications of Pennsylvania Company,	:	
Hickory Telephone Company, Ironton Telephone	:	Docket No.
Company, Lackawaxen Telecommunications Services,	:	
Laurel Highland Telephone Company, North Penn	:	
Telephone Company, Palmerton Telephone Company,	:	
Pennsylvania Telephone Company, Pymatuning	:	
Independent Telephone Company, South Canaan	:	
Telephone Company, and Venus Telephone Corporation	:	
for Arbitration of Interconnection Rates, Terms	:	
and Conditions Pursuant to 47 U.S.C. Section 252(b)	:	
with Choice One Communications of Ohio Inc.,	:	
Choice One Communications of Pennsylvania, Inc.,	:	
Choice One Communications of Rhode Island Inc.,	:	
Choice One Communications of Connecticut Inc.,	:	
Choice One Communications of Maine Inc., Choice One	:	
Communications of Massachusetts Inc., Choice One	:	
Communications of New York Inc., Choice One	:	
Communications of New Hampshire Inc., US Xchange	:	
of Indiana, L.L.C.; US Xchange of Illinois, L.L.C.,	:	
US Xchange of Wisconsin, L.L.C., and US Xchange	:	
of Michigan, L.L.C.		

PETITION OF RURAL PETITIONERS FOR ARBITRATION OF INTERCONNECTION RATES, TERMS, AND CONDITIONS WITH THE CHOICE ONE COMPANIES

Norman J. Kennard, ID No. 29921
Patricia Armstrong, ID No. 23725
THOMAS, LONG, NIESEN & KENNARD
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17108-9500
(717) 255-7600

DATED: June 25, 2010

PETITION FOR ARBITRATION

Pursuant to Section 252 of the Telecommunications Act of 1996[1] ("Act"), Citizens Telephone Company of Kecksburg; Consolidated Communications of Pennsylvania Company, Hickory Telephone Company; Ironton Telephone Company; Lackawaxen Telecommunications Services; Laurel Highland Telephone Company; North Penn Telephone Company; Palmerton Telephone Company; Pennsylvania Telephone Company; Pymatuning Independent Telephone Company; South Canaan Telephone Company; and Venus Telephone Corporation ("Rural Petitioners ") hereby file the instant Petition with the Pennsylvania Public Utility Commission ("Commission") requesting the Commission to arbitrate the terms and conditions of interconnection between Choice One Communications of Ohio Inc.; Choice One Communications of Pennsylvania, Inc.; Choice One Communications of Rhode Island Inc.; Choice One Communications of Connecticut Inc.; Choice One Communications of Maine Inc.; Choice One Communications of Massachusetts Inc.; Choice One Communications of New York Inc.; Choice One Communications of New Hampshire Inc.; US Xchange of Indiana, L.L.C.; US Xchange of Illinois, L.L.C.; US Xchange of Wisconsin, L.L.C.; and US Xchange of Michigan, L.L.C. (collectively and individually "Choice One") and Rural Petitioners.

The Rural Petitioners have been "negotiating" an interconnection agreement collectively[2] with Choice One since June of 2009.[3] However, despite numerous attempts by the Rural Petitioners to move this matter along and numerous exchanges of emails and telephone calls,

---

[1] 47 U.S.C. § 252.

[2] With the exception of Consolidated Communications of Pennsylvania Company, who has now joined Rural Petitioners.

[3] Given the collective request by Choice One to the Rural Petitioners, Rural Petitioners are requesting a consolidated arbitration of the interconnection rates, terms and conditions with all of the Rural Petitioners.

Choice One has declined to respond and engage in good faith negotiations with the Rural Petitioners concerning any terms and conditions of interconnection.

Rural Petitioners accordingly request that the Commission commence an arbitration proceeding to finalize an interconnection agreement between the parties and enter an order approving the agreement submitted by Rural Petitioners to Choice One.

PARTIES

1. Choice One is a Competitive Local Exchange Carrier ("CLEC") authorized to provide competitive local exchange services in portions of Pennsylvania. Choice One is represented by:

John C. Dodge, Esquire
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue NW
Washington, DC 20006-3402

2. The Rural Petitioners are incumbent local exchange carriers ("ILECs") in Pennsylvania. Rural Petitioners are represented by:

Norman J. Kennard, ID No. 29921
Patricia Armstrong, ID No. 23725
Thomas, Long, Niesen & Kennard
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17108-9500

JURISDICTION

3. The Commission has jurisdiction over this Petition pursuant to sections 251(f)(1) and 252(b)(1) and of the Act.[4] Under the Act, any party to a requested negotiation under section 252 may, at any time during the period from the 135th to the 160th day (inclusive) after the date

[4] 47 U.S.C. §§ 251(f)(1) and 252(b)(1).

on which an incumbent local exchange carrier receives a request for negotiation, petition the Commission for arbitration of any issues that remain open at that time.[5]

4. As discussed more fully below, Choice One submitted a request for the negotiation of interconnection agreements to the Rural Petitioners on June 18, 2009. Choice One subsequently renewed its request for interconnection on November 24, 2009.

5. The arbitration window with respect to the renewed request accordingly opened on April 8, 2010 and closed on May 13, 2010. The parties agreed to various extensions and renewed requests, which now result in an arbitration window ending on June 28, 2010.

BACKGROUND AND HISTORY OF NEGOTIATIONS

6. On or about June 18, 2009, Choice One sent to each of the Rural Petitioners, letters requesting that the Rural Petitioners "enter into in good faith negotiations to develop a contract governing interconnection and related matters between the two companies, in accordance with the requirements of Sections 251(a), 251 (b) and 251(c) [of the Act]." "June 18th Correspondence," sample attached as Exhibit A.[6] Choice One stated that one of its primary interests was to reach a fair and equitable arrangement for transport and termination...of certain traffic, notably Internet Protocol-originated traffic saying, "You are, no doubt, aware that there is some controversy in the industry about the proper handling of such traffic... One Communications believes that the most effective and practical way to resolve this controversy is by reasonable carrier to carrier discussion." Choice One did not provide a proposed interconnection agreement.

[5] 47 U.S.C. § 252(b).
[6] With the exception that Laurel Highland Telephone Company's letter (also attached as part of Exhibit A) is dated June 5, 2009.

7. By letter dated August 21, 2009, counsel for Rural Petitioners indicated that they would be representing by undersigned counsel in a collective negotiation of an interconnection agreement, and submitted a list of twelve questions to Choice One to assist in determining the kinds of traffic, facilities and operations of Choice One so as to better move forward on an interconnection agreement. "August 21st Correspondence," attached as Exhibit B.

8. On August 24, 2009, Choice One responded by emailing a draft Non-Disclosure Agreement prior to answering the Rural Petitioners' questions.

9. On September 15, 2009, Rural Petitioners sent Choice One a draft Petition for Protective Order that the Administrative Law Judge had approved in a pending case involving Choice One and Laurel Highland Telephone in a then-pending matter before this Commission. On September 16, 2009, Rural Petitioners explained their concerns over the previously submitted Choice One NDA.

10. On November 24, 2009, Choice One renewed its June 18th Correspondence request for negotiation of an interconnection agreement, but again did not propose an agreement nor answer any of the twelve questions submitted on August 21, 2009, by Rural Petitioners. "November 24th Correspondence," attached as Exhibit C.

11. The Commission's February 11, 2010 Order in *Palmerton Telephone Company v. Global NAPs* (Docket No. C-2009-2093336) resolved the issues relating to Choice One's stated primary interest.

12. On February 23, 2010, Rural Petitioners sent a follow up letter to counsel for Choice One in an effort to get response to the twelve questions to allow it to go forward with a proposed draft interconnection agreement. "February 23rd Correspondence," attached as Exhibit D.

13. On April 27, 2010, Rural Petitioners' counsel contacted counsel for Choice One, again to move the matter along, and on April 30, 2010 sent an email to Choice One's counsel seeking a status report and requesting a call be scheduled and noting

> The 135th day is May 3rd. If we could maybe set up a short call with Pam and company [Choice One] early next week to get a sense of where we are going, our firm volunteers to cull through our library and come up with a draft agreement.

Attached as Exhibit E. No response was forth coming from Choice One.

14. By voice mail, followed by email on May 20, 2010 Rural Petitioners contacted counsel for Choice One as a follow up to April 30, 2010 communication, again seeking to move the matter forward.

15. By email dated May 21, 2010, Choice One indicated "I am advised by my client that they are looking at this and hope to have something to share early next week." Attached as Exhibit E.

16. On May 21, 2010, in an exchange of emails, and in hopes of making progress the parties agreed to an extension in the arbitration window, so that the last day for arbitration would be June 28, 2010. A letter was sent by counsel for Rural Petitioners on May 24, 2010 confirming the extension and seeking a conference call the next week. Attached as Exhibit F. At that time the Rural Petitioners, although having never received any information back from Choice One, forwarded a draft proposed interconnection agreement.[7] Attached as Exhibit G.

17. On June 8, 2010, Choice One verbally requested another extension which Rural Petitioners could not in good conscience agree to since there was no progress being made and, in fact, Choice One had never responded to any prior requests made by Rural Petitioners to resolve the matter of an interconnection agreement.

---

[7] See list of subsequent changes described in Paragraph 29. The red lining shows the three changes made.

18. With no reasonable progress being made in negotiations, Rural Petitioners now file the instant Petition for Arbitration.

19. Rural Petitioners submit that, since there has been no response from Choice One on any issue, there are no known list of open issues between Rural Petitioners and Choice One.

20. Notwithstanding Rural Petitioners' efforts to engage the Choice One in discussions, Choice One has simply refused.

DISPUTED ISSUES

21. At no time has Choice One presented an interconnection agreement to Rural Petitioners.

22. At no time has Choice One offered any response whatsoever to the interconnection agreement presented by Rural Petitioners.

23. Rural Petitioners, by this Petition, are requesting a Commission determination that the Rural Petitioner's interconnection agreement is reasonable under the Act.

24. Choice One's failure to provide any information or to respond to the Rural Petitioners is a failure to negotiate. The Act provides that a refusal to negotiate constitutes a violation of Choice One's duty. Section 252 (b) of the Act states that: "The Refusal of any other party to the negotiation to participate further in the negotiations .... shall be considered a failure to negotiate in good faith."[8]

25. Similarly, Federal Communications Commission ("FCC") Rule 51.301 identifies two types of conduct that, by definition, constitute violations of the duty to negotiate in good

[8] 47 U.S.C. § 252(b).

faith.[9] This rule states that a carrier violates the duty by "intentionally obstructing or delaying negotiations or resolutions of disputes."[10]

26. Choice One's refusal to respond to requests for information or to respond at all to Rural Petitioners has resulted in the interconnection negotiations being completely stalled, and should not be considered negotiating in "good faith."[11]

27. The FCC has emphasized that "aggressive enforcement" by state commissions of the duty to negotiate in good faith is essential to ensure that "arbitrations that result in completed interconnection agreements that will afford consumers a choice of service providers over the long term."[12] Accordingly, the FCC has directed state commissions "to enforce vigorously all carriers' duty to negotiate in good faith."[13] Noting that this duty is "a vital component of the Act," at least one state commission has authorized a party to a negotiation to request sanctions if it believes that another party is obstructing the negotiation process.[14]

28. Rural Petitioners request this Commission to order Choice One to accept the terms and conditions presented by Rural Petitioners proposed interconnection agreement (Exhibit G hereto). Such an order would give meaning to the requirement to negotiate in good faith.

---

[9] 47 C.F.R. 51.301(c)

[10] 47 C.F.R. 51.301(c)(8)

[11] *See also*, Opinion and Order, *Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration... With Bentleyville Telephone Company, et al.*, Docket Nos. P-00021995 - P-00022001, P-00022005 - P-000220015, (Order entered January 18, 2005) at page 21, where the Pennsylvania Public Utility Commission stated: "...we conclude that the Rural ILECs' interpretation of their legal responsibilities under TA96 §§ 251 and 252, that they are not subject to compulsory and binding arbitration of unresolved issues that may arise in the course of negotiations with Verizon Wireless, would constitute a violation of the general obligation of incumbent local exchange carriers to engage in good faith negotiations. *See* 47 C.F.R. § 51.301(c)(6).[11] We would agree with the statements of Nextel that, at this juncture, the lack of binding arbitration on unresolved issues could result in an open-ended process which would run counter to the goals of TA96...."

[12] *Petition of MCI for Preemption Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996*, 12 FCC Rcd 15594 (1997) at ¶ 35.

[13] *Id.* at ¶ 29

[14] Order, *Implementation of Mediation and Arbitration Provisions of the Federal Telecommunications Act of 1996*, Case No. 96-463-TP-UNC, 1996 Ohio PUC Lexix 434, at 13-14 (Ohio P.S.C. July 18, 1996).

29. Since submission of the proposed interconnection agreement to Choice One, Rural Petitioners have noted three simple, ministerial and *de minimus* changes, which are reflected in the attached Exhibit G in redlined fashion, and are as follows:

- In preface, identify and add all of the Choice One Companies set forth in the June 18th and November 24th correspondence.
- At Section 3.9 regarding EAS, remove references to "two-way," so that the provision applies to all EAS, including one-way.
- In the interconnection attachment (page 19, § 1.1), address interconnection in the case of multiple, non-contiguous exchanges.

30. The interconnection agreement, set forth at Exhibit G, is a complete document ready to be executed by the parties. Given that the Rural Petitioners are composed of multiple companies, there are a limited number of blanks, where company-specific information must be filled in. These instances are as follows:

- §§ 1.1 and 2.1, depending upon whether the RLEC operates a Tandem.
- § 6.3, using the standard company rate.
- § 7.3, dependent upon whether the RLEC has already implemented SPNP.
- § 8, a directory would be provided depending upon whether the RLEC publishes one itself or contracts with a third party.
- Appendix A, § 3, will be completed using the RLEC's standard LSR charge.

TIMELINE FOR RESOLUTION OF DISPUTED ISSUES

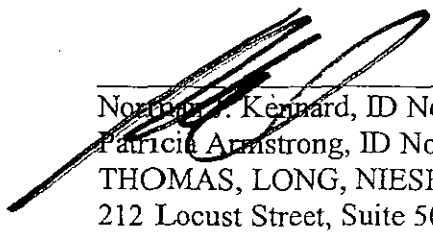
31. In furtherance of its desire to expedite resolution of this matter, Rural Petitioners are submitting herewith all potentially relevant documents as required by Section 252 (b)(2), including relevant correspondence between the parties and the draft of the proposed

interconnection agreement provided by Rural Petitioners to Choice One and the only interconnection agreement exchanged between the parties.

RELIEF REQUESTED

WHEREFORE, Rural Petitioners requests that the Commission commence a consolidated arbitration proceeding pursuant to Section 252 of the Act and enter an Order requiring Choice One to accept all terms and conditions proposed by Rural Petitioners as contained in the attached proposed interconnection agreement (Exhibit G).

Respectfully Submitted,



Norman J. Kennard, ID No. 29921
Patricia Armstrong, ID No. 23725
THOMAS, LONG, NIESEN & KENNARD
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17108-9500
(717) 255-7600

Attorneys for Rural Petitioners

Dated: June 25, 2010

APPENDIX LIST

Exhibit

A June 18, 2009 sample correspondence from counsel for the Choice One Companies

B August 21, 2009 correspondence from counsel for the Rural Petitioners to counsel for the Choice One Companies

C November 24, 2009 correspondence from counsel for the Choice One Companies to Laurel Highland Telephone Company

D February 23, 2010 correspondence from counsel for the Rural Petitioners to counsel for the Choice One Companies

E E-mails

F May 24, 2010 correspondence from counsel for the Rural Petitioners to counsel for the Choice One Companies

G Draft Interconnection Agreement

EXHIBIT A

Davis Wright Tremaine LLP

Suite 200
1919 Pennsylvania Avenue NW
Washington, DC 20006-3402

202.973.4200 tel
202.973.4499 fax

June 18, 2009

BY FEDERAL EXPRESS

Richard Cutrell
Citizens Telephone Company of Kecksburg
Route 982 PO Box 156
Mammoth, PA 15664-0135

Re: One Communications, Inc. Request to Open Interconnection Negotiations in Pennsylvania

Dear Mr. Cutrell:

By this letter, and pursuant to 47 U.S.C. § 252(a)(1), Choice One Communications of Pennsylvania Inc. d/b/a One Communications ("One Communications")[1] hereby requests that Citizens Telephone Company of Kecksburg ("Citizens") enter into good faith negotiations to develop a contract governing interconnection and related matters between the two companies, in accordance with the requirements of Sections 251(a), 251(b), and 251(c).

Although One Communications expects to consider a number of issues in the negotiations, one of our primary interests will be to reach a fair and equitable arrangement for direct and/or indirect interconnection between the two carriers, for the transport and termination by Citizens of certain traffic, notably Internet Protocol-originated traffic, that One Communications' customers directly or indirectly seek to have delivered to Citizens' customers. You are, no doubt, aware that there is some controversy in the industry about the proper handling of such traffic, and that the Federal Communications Commission ("FCC") is considering that issue in a number of open dockets. In light of the FCC's continued inaction on this topic, One Communications believes that the most effective and practical way to resolve this controversy is by reasonable carrier-to-carrier discussion.

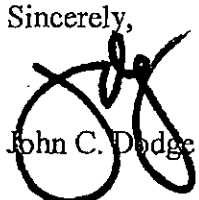
[1] This request is submitted on behalf of all One Communications subsidiaries: Choice One Communications of Ohio Inc.; Choice One Communications of Pennsylvania Inc.; Choice One Communications of Rhode Island Inc.; Choice One Communications of Connecticut Inc; Choice One Communications of Maine Inc.; Choice One Communications of Massachusetts Inc.; Choice One Communications of New York Inc.; Choice One Communications of New Hampshire Inc.; US Xchange of Indiana, L.L.C.; US Xchange of Illinois, L.L.C.; US Xchange of Wisconsin, L.L.C.; and US Xchange of Michigan, L.L.C.

At least initially, One Communications is open to an arrangement under which the carriers' networks would connect indirectly, in accordance with Section 251(a)(1), rather than directly, in accordance with Section 251(c)(2). Moreover, for reasons that we can discuss during negotiations, we believe that the IP-originated traffic in question is governed by Section 251(b)(5). In these circumstances, it is not at all clear that the so-called "rural exemption" in Section 251(f)(1) would apply (assuming that Citizens qualifies as a rural carrier), since that provision is only invoked by requests for the negotiation of matters addressed by Section 251(c).

That said, we certainly expect Citizens to negotiate with us in good faith, as required by Section 251(c)(1). Moreover, rather than artificially restricting the discussions from the outset, One Communications would prefer to permit them to be as wide-ranging as need be to fully address all possible concerns and issues. As a result, and out of an abundance of caution, One Communications is providing a copy of this request to the Pennsylvania Public Utility Commission, as called for by Section 251(f)(1)(B).

We look forward to working with you on these matters. A written response to this negotiation request would be very much appreciated.

Sincerely,



John C. Dodge
Counsel for One Communications

Cc: James J. McNulty
Secretary
Pennsylvania Public Utility Commission
400 North Street, Filing Room
Harrisburg, PA 17101

Paula Foley
Regulatory Affairs Counsel
One Communications Corp.
5 Wall Street
Burlington, MA 01803

Pamela L. Hintz
Vice President of Regulatory Compliance
One Communications
5 Wall Street
Burlington, MA 01803

Davis Wright Tremaine LLP

Suite 200
1919 Pennsylvania Avenue NW
Washington, DC 20006-3402

Christopher W. Savage
202.973.4211 tel
202.973.4499 fax

VIA EMAIL

June 5, 2009

James J. Kail
President & CEO
Laurel Highland Telephone Company
4157 Main Street, P.O. Box 168
Stahlstown, PA 15678
jjkail@lhtot.com

Re: Request For Negotiation Of Interconnection Agreement Under 47 U.S.C. §§ 251-52

Dear Mr. Kail:

By this letter, and pursuant to 47 U.S.C. § 252(a)(1), Choice One Communications of Pennsylvania Inc. d/b/a One Communications ("One Communications") hereby requests that Laurel Highland Telephone Company ("Laurel Highland") enter into good faith negotiations to develop a contract governing interconnection and related matters between the two companies, in accordance with the requirements of Sections 251(a), 251(b), and 251(c).

Although One Communications expects to consider a number of issues in the negotiations, one of our primary interests will be to reach a fair and equitable arrangement for direct and/or indirect interconnection between the two carriers, for the transport and termination by Laurel Highland of certain traffic, notably Internet Protocol-originated traffic, that One Communications' customers directly or indirectly seek to have delivered to Laurel Highland's customers. You are, no doubt, aware that there is some controversy in the industry about the proper handling of such traffic, and that the FCC is considering that issue in a number of open dockets. In light of the FCC's continued inaction on this topic, One Communications believes that the most effective and practical way to resolve this controversy is by reasonable carrier-to-carrier discussion.

At least initially, One Communications is open to an arrangement under which the carriers' networks would connect indirectly, in accordance with Section 251(a)(1), rather than directly, in accordance with Section 251(c)(2). Moreover, for reasons that we can discuss during negotiations, we believe that the IP-originated traffic in question is governed by Section 251(b)(5). In these circumstances, it is not at all clear that the so-called "rural exemption" in Section 251(f)(1) would apply (assuming that Laurel Highland qualifies as a rural carrier), since that provision is only invoked by requests for the negotiation of matters addressed by Section 251(c).

That said, we certainly expect Laurel Highland to negotiate with us in good faith, as required by Section 251(c)(1). Moreover, rather than artificially restricting the discussions from the outset, One Communications would prefer to permit them to be as wide-ranging as need be to fully address all possible concerns and issues. As a result, and out of an abundance of caution, One Communications is providing a copy of this request to the Pennsylvania Public Utility Commission, as called for by Section 251(f)(1)(B).

We are also providing a copy of this letter to Mr. Norman Kennard, whom we understand to be Laurel Highland's counsel for these types of matters. If Laurel Highland will be represented in this negotiation by someone other than Mr. Kennard, we would appreciate it if you could provide us with that person's contact information.

We look forward to working with you in the forthcoming months.

Sincerely,

Davis Wright Tremaine LLP

Christopher W. Savage
chrissavage@dwt.com

cc: Norman J. Kennard
Thomas, Long, Niesen & Kennard
212 Locust Street, Suite 500
Harrisburg, PA 17101
nkennard@thomaslonglaw.com

James J. McNulty
Secretary
Pennsylvania Public Utility Commission
400 North Street, Filing Room
Harrisburg, PA 17101

Paula Foley
Regulatory Affairs Counsel
One Communications Corp.
5 Wall Street
Burlington, MA 01803

Pamela L. Hintz
Vice President of Regulatory Compliance
One Communications
5 Wall Street
Burlington, MA 01803

EXHIBIT B

THOMAS, LONG,
NIESEN & KENNARD
Attorneys and Counsellors at Law

Norman J. Kennard, Esquire
Direct Dial: 717-255-7627
nkennard@thomaslonglaw.com

August 21, 2009

John C. Dodge, Esquire
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, DC 20006-3402

Re: One Communications, Inc. Request to Open Interconnection Negotiations in Pennsylvania

Dear Mr. Dodge:

This in response to the letters sent by your law firm on behalf of Choice One Communications of Pennsylvania Inc. d/b/a One Communications ("One Communications") to the following Pennsylvania rural local exchange companies (collectively "Pennsylvania RLECs"):

Citizens Telephone Company of Kecksburg
Hickory Telephone Company
Ironton Telephone Company
Lackawaxen Telecommunications Services
Laurel Highland Telephone Company
North Penn Telephone Company
Palmerton Telephone Company
Pennsylvania Telephone Company
Pymatuning Independent Telephone Company
South Canaan Telephone Company
Venus Telephone Corporation

If you sent additional letters, please let us know. The above should be a complete listing.

The Pennsylvania RLECs are aware that One Communications has not been fully paying CABs bills and has been withholding payment on certain, but unspecified, traffic that One Communications contends is some form of "VoIP," typically with the following statement attached:

> Our internal traffic reports show that a portion of the minutes are voip traffic, which should be considered local traffic. Since we do not currently have an ICA in place for this traffic, it is considered Bill and Keep. Therefore One Communications would not have to pay for voip usage...

> In accordance with FCC decisions, information services providers ("ISPs") are exempt from the payment of access charges when calls are originated in IP format....

We note that your letter is somewhat less pointed, noting that "there is some controversy" about the proper handling of VoIP traffic and observing "the FCC's continued inaction on this topic..."

The Pennsylvania RLECs are open to discussions with One Communications regarding the appropriate level of compensation. We would note, however, that One Communications and the Pennsylvania RLECs are already indirectly interconnected through a Verizon Tandem and traffic has been flowing in this manner for some time.

With respect to compensation for traffic that is "IP-originated," the Pennsylvania RLECs maintain that tariffed access charges are the lawfully established form of compensation where the traffic delivered by One Communications has been originated outside of the local calling area. To the extent that the traffic originates and terminates within a local calling area, then we would agree that Section 251(b)(5) applies. The distinction is geographic, however, and not based upon the technology used by the originating service provider.

As an initial matter, please be advised that our clients are fully willing to discuss potential interconnection arrangements consistent with applicable rules and regulations. One Communications should be aware that each Pennsylvania RLEC is a "Rural Telephone Company" as that term is defined under the Act. One Communications should be aware of the impact of this status on the availability of interconnection options. Congress provided specific relief to small, Rural Telephone Companies from unnecessarily burdensome interconnection requirements in contrast to the larger LECs that had been the subject of antitrust concerns.

With this understanding, the Pennsylvania RLECs are willing to consider One Communications' specific needs and requests consistent with Pennsylvania RLECs' rights and obligations under the Act. It is our practice to avoid unnecessary and protracted discussions and the costs associated with the expenditure of time. Accordingly, prior to our finalization of our draft agreement and any discussion, I respectfully request that One Communications provide more specific information regarding the actual services and/or arrangements that it seeks:

It is important for the Pennsylvania RLECs to understand One Communications' operations and the nature of the traffic delivered by One Communications, particularly the basis upon which One Communications determines the originating technology of a call, if One Communications continues to insist on some novel form of compensation. Our initial questions are as follows:

1. Identify the specific One Communications entity that delivers traffic to the Pennsylvania RLECs.

2. Identify the protocols in which the traffic delivered by One Communications to the Pennsylvania RLECs is originated.

3. Identify the portion of the traffic that is generated by end-use customers directly served by One Communications and the originating technology used by One Communications.

4. Identify the portion of the traffic that is generated by other originating service providers and the originating technology of each.

5. To the extent that the One Communications traffic delivered to the Pennsylvania RLECs originates in different technologies, explain whether One Communications physically separates the traffic by protocol and if so how that is accomplished.

6. Explain any auditing or monitoring procedures undertaken by One Communications to ensure that traffic is actually VoIP.

7. Provide copies of the "internal traffic reports which show that a portion of the minutes are voip traffic."

8. When One Communications uses the term "VoIP," is it including both nomadic and fixed VoIP? If so, what portion is nomadic and what portion is VoIP.

9. Explain the bases for One Communications' claim that "IP-originating traffic... is governed by Section 251(b)(5).

10. In what specific exchange areas related to each Pennsylvania RLEC does One Communications currently provide and intend to provide local exchange service to end users?

11. What scope of local calling traffic does One Communications expect to exchange with each Pennsylvania RLEC?

12. At what point on the network of each Pennsylvania RLEC would One Communications propose to establish the interconnection point between the parties for the delivery, transport and termination of local traffic?

If you feel that any of the responses are confidential, we will review any confidentiality agreement that One Communications might forward. On the basis of the information you provide, we will develop a draft interconnection agreement that will allow both parties to proceed in a productive manner. After sufficient time for review, we can schedule a time to discuss any questions or outstanding issues.

Thank you in advance for responding to these questions. Responses are critical to the Pennsylvania RLECs' ability to understand the nature of One Communications' request.

We look forward to your response to the matter set forth in this letter.

Very truly yours,

THOMAS, LONG, NIESEN & KENNARD

By

Norman J. Kennard

EXHIBIT C

Davis Wright Tremaine LLP

Suite 200
1919 Pennsylvania Avenue NW
Washington, DC 20006-3402

202.973.4200 tel
202.973.4499 fax

November 24, 2009

BY FEDERAL EXPRESS

Mr. James Kail
Laurel Highland Telephone Company
4157 Main St.
Stahlstown, PA 15687

Re: One Communications, Inc. Renewed Request to Open Interconnection Negotiations in Pennsylvania

Dear Mr. Kail:

On June 18, 2009 and pursuant to 47 U.S.C. § 252(a)(1) Choice One Communications of New York, Inc. d/b/a One Communications ("One Communications")[1] requested that your company enter into good faith negotiations to develop a contract governing interconnection and related matters between your company and One Communications. To date One Communications and your company have not reached such a contract.

Section 252(b)(1) of Title 47 provides that One Communications may petition the Pennsylvania Public Utility Commission to arbitrate any open issues between One Communications and your company between October 31, 2009 and November 25, 2009. One Communications has determined that further negotiations are preferable to arbitration at this juncture. Thus, pursuant to 47 U.S.C. § 252(a)(1), One Communications respectfully renews its request for negotiations toward a contract governing interconnection and related matters with your company. One Communications incorporates by reference herein its June 18, 2009 letter to you. Based on the date of this letter, our mandatory 135-day negotiation period will run from 135 days to 160 days, and the arbitration "window" under Section 252(b) will run from April 8, 2010 to May 3, 2010.

[1] The June 18, 2009 letter was submitted on behalf of all One Communications subsidiaries, as is the instant letter: Choice One Communications of Ohio Inc.; Choice One Communications of Pennsylvania Inc.; Choice One Communications of Rhode Island Inc.; Choice One Communications of Connecticut Inc; Choice One Communications of Maine Inc.; Choice One Communications of Massachusetts Inc.; Choice One Communications of New York Inc.; Choice One Communications of New Hampshire Inc.; US Xchange of Indiana, L.L.C.; US Xchange of Illinois, L.L.C.; US Xchange of Wisconsin, L.L.C.; and US Xchange of Michigan, L.L.C.

We look forward to continued negotiations with you on matters of mutual interest. Your written confirmation of receipt of this letter would be very much appreciated.

Sincerely,

John C. Dodge
Counsel for One Communications

Cc: James J. McNulty
Secretary
Pennsylvania Public Utility Commission
400 North Street, Filing Room
Harrisburg, PA 17120

Paula Foley
Regulatory Affairs Counsel
One Communications Corp.
5 Wall Street
Burlington, MA 01803

Pamela L. Hintz
Vice President of Regulatory Compliance
One Communications
5 Wall Street
Burlington, MA 01803

Norman J. Kennard, Esq.
Thomas, Long, Niesen & Kennard
P.O. Box 9500
212 Locust Street, Suite 500
Harrisburg, PA 17108-9500

EXHIBIT D

THOMAS, LONG,
NIESEN & KENNARD
Attorneys and Counsellors at Law

Norman J. Kennard, Esquire
Direct Dial: 717-255-7627
nkennard@thomaslonglaw.com

February 23, 2010

John C. Dodge, Esquire
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, DC 20006-3402

Re: One Communications, Inc. Request to Open Interconnection Negotiations in Pennsylvania

Dear John:

On November 24, 2009, Choice One Communications of New York, Inc. d/b/a One Communications ("One Communications")[1] renewed its June 18, 2009 request for interconnection under the Telecommunications Act of 1996 from the following Pennsylvania rural local exchange companies (collectively "Pennsylvania RLECs"):

Citizens Telephone Company of Kecksburg
Hickory Telephone Company
Ironton Telephone Company
Lackawaxen Telecommunications Services
Laurel Highland Telephone Company
North Penn Telephone Company
Palmerton Telephone Company
Pennsylvania Telephone Company
Pymatuning Independent Telephone Company
South Canaan Telephone Company
Venus Telephone Corporation

This letter noted that the 135-160 day arbitration window under § 252(b) will run from April 8-May 3, 2010.

In response to the original June 18th request, we posed a series of questions to One Communications, which have not been answered, and we renew our request for responses.

[1] The original June 18, 2009 letter was submitted on behalf of Choice One Communications of Pennsylvania, Inc. d/b/a One Communications and not the "New York" affiliate. The November 24, 2009 letter indicated that both the June 18, 2009 and the November 24, 2009 letters were submitted on behalf of "all One Communications subsidiaries." We presume that there is no legal distinction being drawn between "Pennsylvania" sending the first letter and "New York" sending the second and that the corporate names are being used interchangeably as indicated in the footnote. If this is an incorrect assumption, please advise me at your earliest convenience.

A copy of our August 21, 2009 letter is attached for your convenience. As noted in that letter, we would prefer that One Communications answer the 12 questions whereupon we would agree to distribute a draft interconnection agreement.

It has been our practice in other negotiations to settle the agreement in an efficient and resource saving fashion. In that regard what we have done previously is to take a existing agreement – which best reflects the circumstances of the parties – and make any necessary tweaks and use it for negotiation purposes. Once we have a sense of One Communications' traffic and operations, we will take an appropriate existing agreement, make necessary changes and get a draft to you promptly.

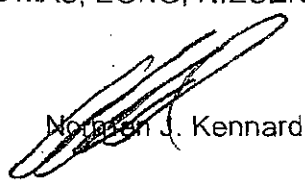
Also attached is a copy of the proprietary agreement agreed to by One Communications in the pending complaint case of Laurel Highland Telephone Company. We propose that the parties simply agreed to adopt this for purpose of negotiation, as well as arbitration should the parties be unable to negotiate a complete agreement.

We look forward to working with One Communications on its request.

Thank you for your attention to this matter.

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By 
Norman J. Kennard

NJK:tlt
enclosures

EXHIBIT E

Norman Kennard

From: Dodge, John [JohnDodge@dwt.com]
Sent: Friday, May 21, 2010 11:31 AM
To: Norman Kennard
Cc: Patricia Armstrong
Subject: RE: One Comm update

Norm --

I am advised by my client that they are looking at this and hope to have something to share early next week.

j.

From: Norman Kennard [mailto:nkennard@thomaslonglaw.com]
Sent: Thursday, May 20, 2010 3:41 PM
To: Dodge, John
Cc: Patricia Armstrong
Subject: RE: One Comm update

John:

Left you a voice mail. We need to get closure here.

Regards,
Norman J. Kennard
Thomas Long Niesen & Kennard
212 Locust Street, Suite 500
Harrisburg, PA 17101
Business: (717) 255-7600
Direct Dial: (717) 255-7627
nkennard@thomaslonglaw.com

From: Norman Kennard
Sent: Friday, April 30, 2010 9:39 AM
To: 'Dodge, John'
Cc: Patricia Armstrong
Subject: RE: One Comm update

John:

We can certainly relate. The 135th day is May 3rd.

If we could maybe set up a short call with Pam and company early next week to get a sense of where we are going, our firm volunteers to cull through our library and come up with a draft agreement.

Thanks for the update.

Regards,
Norman J. Kennard
Thomas Long Niesen & Kennard
212 Locust Street, Suite 500
Harrisburg, PA 17101
Business: (717) 255-7600
Direct Dial: (717) 255-7627
nkennard@thomaslonglaw.com

From: Dodge, John [mailto:JohnDodge@dwt.com]
Sent: Friday, April 30, 2010 9:01 AM
To: Norman Kennard
Subject: One Comm update

Norm --

As I suspected, the tiny regulatory team at One Comm is overwhelmed at present. They've asked me to hold tight for a couple of days.

j.

John Dodge | Davis Wright Tremaine LLP
1919 Pennsylvania Avenue NW, Suite 200 | Washington, DC 20006
Tel: (202) 973-4205 | Fax: (202) 973-4499
Email: johndodge@dwt.com | Website: www.dwt.com
Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.

EXHIBIT F

THOMAS, LONG,
NIESEN & KENNARD
Attorneys and Counsellors at Law

Norman J. Kennard, Esquire
Direct Dial: 717-255-7627
nkennard@thomaslonglaw.com

May 24, 2010

John C. Dodge, Esquire
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, DC 20006-3402

Re: One Communications Request to Open Interconnection Negotiations in Pennsylvania

Dear John:

On November 24, 2009, Choice One Communications of New York, Inc. d/b/a One Communications, renewed its June 18, 2009 request for interconnection under the Telecom Act of 1996 from various Pennsylvania RLECs, which have been identified in previous correspondence between us. We would like to add to that list Consolidated Communications of Pennsylvania Company, inasmuch as they have joined the group represented by our law firm.

The first purpose of this letter is to confirm the parties' agreement to extend the final date to file a Petition for Arbitration until June 28, 2010.

The second purpose is to enclose a draft of the Interconnection Agreement between the parties. We have received no response to several prior requests that One Communications respond to twelve (12) questions in order to provide us with a better understanding of One Communications' operations and the purposes of the interconnection agreement. Nevertheless, in order to move forward, we have compiled the enclosed Draft No. 1 for One Communications' consideration. We reserve our rights to modify the proposal once One Communications describes its operations in more detail.

We look forward to your response. We propose to set up a conference call at your client's earliest convenience to discuss the draft.

Thank you for your consideration.

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By

Norman J. Kennard

NJK:tlt
enclosure