



# APPENDIX 43

RECEIVED

Subject: core-alltel ica negotiations--items from 2/24/06 call  
From: Chris Van de Verg <chris@coretel.net>  
Date: Thu, 09 Mar 2006 15:49:54 -0500  
To: "Jimmy.Dolan@alltel.com" <Jimmy.Dolan@alltel.com>

MAR 30 2006  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Jimmy,

Here is my follow up on three items we discussed with Cesar on 2/24:

--Section 7 (Limitation of Liabilities) Cesar asked for an explanation of why Core believes its proposed 7.2(d) is necessary. Core believes this provision, which preserves the parties' liability for violations of sections 251, et al. of the 1996 Act, is necessary because neither party should be permitted to contract itself out of liability that is established in federal law. Section 251 sets forth clear and longstanding interconnection requirements. Sections 207 and 208 of the underlying Communications Act makes all carriers liable for violations of federal communications law, including section 251.

--Section 9.4 (Formal Dispute Resolution) I agreed to provide a revised proposal for 9.4.1, one that melds together Core's insertions and the Alltel language Core deleted. Here is the proposed 9.4.1:

The Parties agree that all unresolved disputes arising under this Agreement may be submitted to the PUC, FCC or state or federal court having jurisdiction for resolution, in accordance with the applicable dispute resolution process of the forum having jurisdiction. The outcome of such process will be binding on the Parties, subject to any right under applicable law to appeal a decision reached by the forum having jurisdiction.

On the issue of arbitration, Core is comfortable with a provision permitting use of arbitration upon mutual agreement of the parties; but Core will not agree to mandatory arbitration based on one party's election.

--Section 18 (Amendment or Waiver) I await Cesar's proposal for modified language on the section 251(E) bit. I had suggested a sentence to begin "By virtue of executing and implementing this Agreement, Alltel does not waive..."

Looking beyond those issues, I am looking forward to receiving Alltel's revised interconnection compensation proposal. Once we have that, we should set up another call as soon as possible.

Thanks,  
--Chris

Subject: core-alltel ica negotiations--items from 2/20/06 call  
From: "Chris Van de Verg" <chris@coretel.net>  
Date: Fri, 24 Feb 2006 14:01:47 -0500  
To: Jimmy.Dolan@alltel.com

Jimmy,

Following up on our call Monday, I have attached revised Core redlines and comments relating to the Billing Dispute Form and Number Portability.

In addition, I wanted to address the issue of Core's deletion of the definition of "Percent Local Interstate Usage" in the Definitions. While Core does not unconditionally oppose use of PLU to rate intraLATA traffic, we do prefer that each party simply provide ANI/CPN for call rating. Indeed, the latter approach appears to be codified in the Compensation attachment, section 2.5. Perhaps we can go through this on our next call.

Regards,  
--Chris

core-alltel ica negotiations--items from 2/20/06 call	Content-Type: message/rfc822
	Content-Encoding: 7bit

060224 Core Revised Redline--Billing Dispute Form.doc	Content-Type: application/msword
	Content-Encoding: base64

060224 Core Revised Redline--Number Portability.doc

Content-Type: application/msword

Content-Encoding: base64

**APPENDIX 44**

**Gruin, Michael A.**

---

**From:** Jimmy.Dolan@alltel.com  
**Sent:** Monday, March 27, 2006 2:14 PM  
**To:** chris@coretel.net  
**Subject:** RE: core-alltel ica negotiations--items from 2/24/06 call



060224 Core      060224 Core  
Revised Redline--8..Revised Redline--N..

Chris,

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Jimmy Dolan  
Alltel  
Interconnection Services  
(501)905-7873 Desk  
(501)905-6299 Fax

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SECRETARY'S BUREAU

-----Original Message-----

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**Sent:** Thursday, March 09, 2006 2:50 PM  
**To:** Dolan, Jimmy  
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Here is my follow up on three items we discussed with Cesar on 2/24:

--Section 7 (Limitation of Liabilities) Cesar asked for an explanation of why Core believes its proposed 7.2(d) is necessary. Core believes this provision, which preserves the parties' liability for violations of sections 251, et al. of the 1996 Act, is necessary because neither party should be permitted to contract itself out of liability that is established in federal law. Section 251 sets forth clear and longstanding interconnection requirements. Sections 207 and 208 of the underlying Communications Act makes all carriers liable for violations of federal communications law, including section 251.

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February 24, 2006

Core's revised markup of Alltel's proposed GTC §9.1:

#### 9.1 Notice of Disputes

Notice of a valid contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Dispute Notice"). Billing disputes must be submitted on the Billing Dispute Form contained in Appendix A or the dispute will not be accepted as a valid billing dispute and therefore rejected by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be rejected by the billing Party. Notwithstanding the foregoing, if the Billing Dispute Form, or any section or field within the Billing Dispute Form, would be inapplicable, insufficient, or confusing with respect to the specific disputes to be raised, then the disputing Party shall have no duty to use the Billing Dispute Form or section or field. In that event, the disputing Party shall submit a written Dispute Notice which (1) documents its disputes in reasonable detail; and (2) explains why the Billing Dispute Form or section or field was inapplicable, insufficient, or confusing.

##### 9.1.1 Billing Disputes

~~The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party on the Billing Dispute Form contained in Appendix A by the due date on the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be rejected by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 9.1.1.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.~~

##### COMMENT:

There must be some provision for scenarios in which the billing form is insufficient to properly describe the actual billing issue. Otherwise, the billing form requirement would simply elevate form over substance.

February 24, 2006

Core's revised redline of Alltel's proposed Attachment 14

#### ATTACHMENT 14: NUMBER PORTABILITY

##### 1.0 Service Provider Number Portability (SPNP)

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

1.1 The FCC First Report and Order in CC Docket 95-116 requires "... all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998." While the FCC declined "to choose a particular technology for providing number portability", they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

##### 2.0 Terms, Conditions Under Which Alltel Will Provide SPNP

2.1 Alltel will not offer SPNP services for NXX codes 555, 976, 950.

~~2.2 — Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection, pursuant to Attachment 4 Network Interconnection Architecture, between and among involved switches and exchanges.~~

##### COMMENT:

FCC rules do not require an interconnection agreement or particular interconnection arrangement as a prerequisite to porting.

~~2.3 Alltel will only provide SPNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SPNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.~~

##### COMMENT:

This would be OK if we understood which, if any, COs are not equipped for NP.



2.4 An SPNP telephone number may be assigned by "CLEC ACRONYM TXT" only to "CLEC ACRONYM TXT"'s customers located within Alltel's the rate center, which is associated with the NXX of the ported number.

~~2.5 Alltel will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from "CLEC ACRONYM TXT" as provided in §6.0, and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.~~

COMMENT:

This would be OK if we understood which, if any, COs are not equipped for NP.

~~2.6 "CLEC ACRONYM TXT" shall be charged a Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.~~

COMMENT:

NP costs are not recouped from other carriers.

~~2.7 If "CLEC ACRONYM TXT" requests a coordinated cutover the charges contained in Exhibit A Price List will be applied.~~

COMMENT:

NP costs are not recouped from other carriers.

2.8 If "CLEC ACRONYM TXT" cancels a conversion of an end user, "CLEC ACRONYM TXT" will notify Alltel of the cancellation by 2:00 Central Time on the day prior to the due date requested on the LSR. If "CLEC ACRONYM TXT" notifies Alltel of a cancellation after 2:00 Central Time on the day prior to the due date requested on the LSR ("Late Notice"), "CLEC ACRONYM TXT" will pay the applicable time and material charge contained in Exhibit A Price List. In the event of a Late Notice, Alltel does not guarantee that service disruption will not occur to the end user.

~~2.9 If "CLEC ACRONYM TXT" cancels or makes a change to an LSR due date, the original LSR will be cancelled. "CLEC ACRONYM TXT" will issue a new LSR and "CLEC ACRONYM TXT" shall be charged an additional Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.~~

COMMENT:

NP costs are not recouped from other carriers.

### 3.0 Obligations of "CLEC ACRONYM TXT"

~~3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.~~

#### COMMENT:

Not aware of what certification is required. Can Alltel elaborate?

3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.

3.3 After the initial deployment of SPNP in an MSA, if "CLEC ACRONYM TXT" wants an Alltel switch to become LRN capable, "CLEC ACRONYM TXT" must submit a Bona Fide request as provided in §6.0. Alltel will make requested switch LRN capable within the time frame required by the FCC.

3.4 "CLEC ACRONYM TXT" will conform to NANC guidelines and LERG administration rules in requesting Alltel to open an NPA-NXX for portability in an LRN capable switch.

3.5 "CLEC ACRONYM TXT" is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

3.6 "CLEC ACRONYM TXT" is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

~~3.7 A service order processing charge (Service Order Charge) will be applied to each service order issued by Alltel to process a request for installation, disconnection, rearrangement, changes to or record orders pursuant to this section.~~

#### COMMENT

This may be OK, just need clarification.

### 4.0 Obligations of Both Parties

4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user; the ported telephone number will be

released back to the Local Service Provider owning the switch in which the telephone number's NXX or thousand block (as the case may be) is native.

4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.

4.3 The Parties will conform to all applicable industry guidelines ~~referenced herein~~ in preparing their networks for SPNP and in porting numbers from one network to another.

COMMENT:

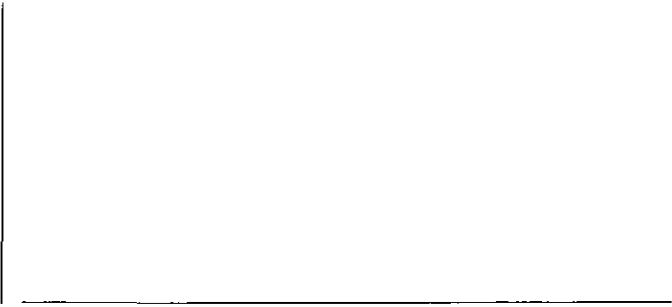
Didn't see any guidelines referenced herein.

~~4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.~~

COMMENT:

May be OK--What are "standard SPNP certification and...testing"?

4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.



**APPENDIX 45**

Gruin, Michael A.

From: Chris Van de Verg [chris@coretel.net]  
Sent: Monday, March 27, 2006 5:34 PM  
To: Jimmy.Dolan@alltel.com  
Cc: Gruin, Michael A.; Hicks, Rick L.  
Subject: Re: core-alltel ica negotiations--items from 2/24/06 call

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Jimmy,

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However, my main focus this week is to put together Core's petition for arbitration of remaining issues with the Pa. P.U.C. This of course should not impede our further attempts to resolve remaining issues. As you may remember the window for arbitration closes this Thursday, 3/30. With respect to Thursday, would you be willing to accept service of Core's petition by email of a full PDF version of the petition Thursday, with hardcopy to arrive to you Friday?

As for compensation & architecture, I can only say that both are critical issues for Core. I cannot say that we would sacrifice one for the other. I would be willing to review a specific proposal, however.

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> (501)905-7873 Desk  
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# APPENDIX 46



Gruin, Michael A.

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Sent: Monday, March 27, 2006 6:08 PM  
To: chris@coretel.net  
Subject: RE: core-alltel ica negotiations--items from 2/24/06 call

I regret that you feel that you have file for arbitration this week. Alltel feels that our outstanding issues can be resolved w/out going to arbitration and have the opinion that the PA PSC would not frown on extensions. I'm out of the office tomorrow but I'm available anytime Wed-Fri to continue discussions. As far as how to provide your petition, I don't think legal has a preference but I'll have to check.

Jimmy Dolan  
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Interconnection Services  
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MAR 30 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
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Sent: Monday, March 27, 2006 4:34 PM  
To: Dolan, Jimmy  
Cc: Gruin, Michael A.; rlh@stevenslee.com  
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February 24, 2006

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COMMENT:

NP costs are not recouped from other carriers.

~~2.7 If "CLEC ACRONYM TXT" requests a coordinated cutover the charges contained in Exhibit A Price List will be applied.~~

COMMENT:

NP costs are not recouped from other carriers.

2.8 If "CLEC ACRONYM TXT" cancels a conversion of an end user, "CLEC ACRONYM TXT" will notify Alltel of the cancellation by 2:00 Central Time on the day prior to the due date requested on the LSR. If "CLEC ACRONYM TXT" notifies Alltel of a cancellation after 2:00 Central Time on the day prior to the due date requested on the LSR ("Late Notice"), "CLEC ACRONYM TXT" will pay the applicable time and material charge contained in Exhibit A Price List. In the event of a Late Notice, Alltel does not guarantee that service disruption will not occur to the end user.

~~2.9 If "CLEC ACRONYM TXT" cancels or makes a change to an LSR due date, the original LSR will be cancelled. "CLEC ACRONYM TXT" will issue a new LSR and "CLEC ACRONYM TXT" shall be charged an additional Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.~~

COMMENT:

NP costs are not recouped from other carriers.

### 3.0 Obligations of "CLEC ACRONYM TXT"

~~3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.~~

#### COMMENT:

Not aware of what certification is required. Can Alltel elaborate?

3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.

3.3 After the initial deployment of SPNP in an MSA, if "CLEC ACRONYM TXT" wants an Alltel switch to become LRN capable, "CLEC ACRONYM TXT" must submit a Bona Fide request as provided in §6.0. Alltel will make requested switch LRN capable within the time frame required by the FCC.

3.4 "CLEC ACRONYM TXT" will conform to NANC guidelines and LERG administration rules in requesting Alltel to open an NPA-NXX for portability in an LRN capable switch.

3.5 "CLEC ACRONYM TXT" is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

3.6 "CLEC ACRONYM TXT" is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

~~3.7 A service order processing charge (Service Order Charge) will be applied to each service order issued by Alltel to process a request for installation, disconnection, rearrangement, changes to or record orders pursuant to this section.~~

#### COMMENT:

This may be OK, just need clarification.

### 4.0 Obligations of Both Parties

4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user; the ported telephone number will be

released back to the Local Service Provider owning the switch in which the telephone number's NXX or thousand block (as the case may be) is native.

4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.

4.3 The Parties will conform to all applicable industry guidelines ~~referenced herein~~ in preparing their networks for SPNP and in porting numbers from one network to another.

COMMENT:

Didn't see any guidelines referenced herein.

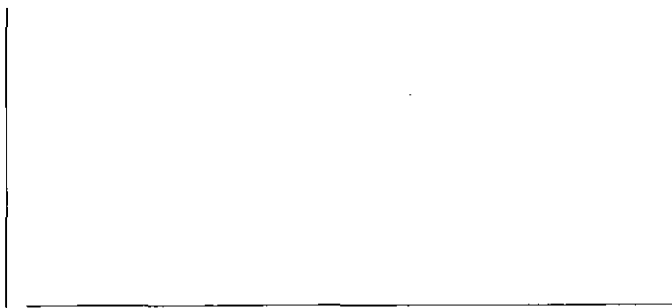
~~4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.~~

COMMENT:

May be OK—What are "standard SPNP certification and...testing"?

4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.





**CERTIFICATE OF SERVICE**

I hereby certify that on this 30th day of March, 2006 copies of the foregoing document have been served upon the persons listed below in accordance with the requirements of 52 Pa Code Sections 1.54 and 1.55 of the Commission's rules.

Alltel PA, Inc.  
c/o Cesar Caballero  
One Allied Drive  
B5-F04D  
Little Rock, AR 72202

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923

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

PUC Office of Trial Staff  
Commonwealth Keystone Building  
2nd Floor, F West  
Harrisburg, PA 17120

Respectfully submitted,



Michael A. Gruin Esq.  
Stevens & Lee  
Attorney ID No.: 78625  
17 N. 2nd St.  
16th Floor  
Harrisburg, PA 17101  
Tel. (717) 234-1090



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Office of Administrative Law Judge  
P.O. BOX 3265, HARRISBURG, PA 17105-3265  
April 12, 2006

IN REPLY PLEASE  
REFER TO OUR FILE.

In Re: **A-310922F7004**

(SEE ATTACHED LIST)

**Petition of Core Communication, Inc. for Arbitration of  
Interconnection Rates, Terms and Conditions with Alltel  
Pennsylvania, Inc.**

**Arbitration Notice**

This is to inform you that a hearing on the above-captioned case will be held as follows:

Type: Pre-Arbitration Conference

Date: Wednesday, May 10, 2006

Time: 10:00 a.m.

Location: Hearing Room 2  
Plaza Level  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Presiding: Administrative Law Judge David A. Salapa  
PO Box 3265  
Harrisburg, PA 17105-3265  
Phone: 717.783.5452  
Fax: 717.787.0481

**DOCUMENT  
FOLDER**

**DOCKETED**  
/ APR 17 2006

*Attention: You may lose the case if you do not come to this hearing and present facts on the issues raised.*

If you intend to file exhibits, 2 copies of all hearing exhibits to be presented into evidence must be submitted to the reporter. An additional copy must be furnished to the Presiding Officer. A copy must also be provided to each party of record.

Individuals representing themselves do not need to be represented by an attorney. All others (corporation, partnership, association, trust or governmental agency or subdivision) must be represented by an attorney. An attorney representing you should file a Notice of Appearance before the scheduled hearing date.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission at least (2) two business days prior to your hearing:

- Scheduling Office: 717.787.1399
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1.800.654.5988

pc: Judge Salapa  
Cherie Pyle, Scheduling Officer  
Beth Plantz  
Docket Section  
Calendar File

A-310922F7004 PETITION OF CORE COMMUNICATIONS, INC. FOR  
ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS WITH  
ALLTEL PENNSYLVANIA INC.

MICHAEL A GRUIN ESQUIRE  
STEVEN & LEE  
17 NORTH 2ND STREET  
16TH FLOOR  
HARRISBURG PA 17101

ALLTEL PA, INC.  
C/O CESAR CABALLERO  
ONE ALLIED DRIVE  
B5-F04D  
LITTLE ROCK AR 72202

OFFICE OF CONSUMER ADVOCATE  
555 WALNUT STREET  
5TH FLOOR FORUM PLACE  
HARRISBURG PA 17101-1923

WILLIAM R LLOYD JR ESQUIRE  
OFFICE OF SMALL BUSINESS ADVOCATE  
1102 COMMERCE BUILDING  
300 NORTH 2ND STREET  
HARRISBURG PA 17101



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

April 14, 2006

PLEASE DOCKET

SEE ATTACHED SERVICE LIST

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates,  
Terms and Conditions with Alltel Pennsylvania, Inc.  
Docket No. A-310922F7004

Dear Parties:

The Commission has scheduled this matter for a pre-arbitration conference on Wednesday, May 10, 2006 at 10:00 a.m. in Hearing Room #2, Commonwealth Keystone Building, 400 North Street, Harrisburg, Pennsylvania and assigned the matter to me.

Please provide to me, in writing, on or before Friday, April 28, 2006, in accordance with the Commission's procedures established by the orders at Docket No. M-00960799, the date you received a request for interconnection from Core Communications, Inc. A copy of the log of "Day 1 requests" you are required to maintain by the Commission's Final Order entered May 3, 2004, at Docket No. M-00960799, showing receipt of Core Communication, Inc.'s interconnection request and any readjusted "Day 1 request" will be sufficient.

If you have any questions, please contact me at 717-783-5453.

Sincerely,

David A. Salapa  
Administrative Law Judge

DOCUMENT  
FOLDER

RJP

Pc: New Filing

A-310922F7004 PETITION OF CORE COMMUNICATIONS, INC. FOR  
ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS WITH  
ALLTEL PENNSYLVANIA INC.

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