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CHARLES E. THOMAS
(1913 - 1998)

April 28, 2006

ORIGINAL

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection
Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b)
Docket No. A-310922F7004

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of the Joint Motion to Stay of the RTCC, PTA, and Frontier Companies at the above-referenced docket. A Certificate of Service is attached.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By



D. Mark Thomas

DOCUMENT
FOLDER

Enclosures

cc: Certificate of Service

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2006 APR 28 PM 4:56
SECRETARY'S BUREAU

JP

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of)
CORE COMMUNICATIONS, INC.)
)
Petition of Core Communications, Inc. for)
Arbitration of Interconnection Rates, Terms)
And Conditions Pursuant to 47 U.S.C. §252(b))
With Alltel Pennsylvania, Inc.)

Docket No. A-310922F7004

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JOINT MOTION TO STAY
OF THE RTCC, PTA
AND FRONTIER COMPANIES

SECRETARY
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Pursuant to 52 Pa. Code §§5.101, 5.71 and 5.72, the Rural Telephone Company Coalition ("RTCC"), Pennsylvania Telephone Association ("PTA"), and Frontier Companies ("Frontier"), by their attorneys, move to stay the above-captioned arbitration and request intervention therein for the limited purpose of requesting such stay. In support of this motion, RTCC, PTA, and Frontier state the following:

1. The RTCC is a coalition of nineteen rural local exchange carriers that provide telecommunications services to customers throughout various portions of rural Pennsylvania.¹ The Pennsylvania Telephone Association, in this matter, represents certain of its member rural local exchange carriers ("PTA" or PTA Companies).² The "Frontier Companies" are composed of Frontier Communications of Breezewood Inc.,

¹ The RTCC comprises the following companies: Armstrong Telephone Company - Pennsylvania, Armstrong Telephone Company - North ("Armstrong"), Buffalo Valley Telephone Company ("Buffalo Valley"), Conestoga Telephone and Telegraph Company ("Conestoga"), D&E Telephone Company ("D&E"), The Hancock Telephone Company, Hickory Telephone Company, Lackawaxen Telephone Company, Laurel Highland Telephone Company ("Laurel Highland"), The North-Eastern Pennsylvania Telephone Company ("North-Eastern"), North Penn Telephone Company, North Pittsburgh Telephone Company ("NPTC"), Palmerton Telephone Company ("Palmerton"), Pennsylvania Telephone Company, Pymatuning Independent Telephone Company ("Pymatuning"), South Canaan Telephone Company, Venus Telephone Corporation, West Side Telecommunications and Yukon-Waltz Telephone Company.

² For the purpose of this matter, the PTA Member Companies are Bentleyville Communications Company, Citizens Telephone Company of Kecksburg, Commonwealth Telephone Company, TDS Telecom/Deposit Telephone Company, Ironton Telephone Company, Marianna & Scenery Hill Telephone Company, TDS Telecom/Mahanoy & Mahantango Telephone Company, and TDS Telecom/Sugar Valley Telephone Company.

Frontier Communications of Canton Inc., Frontier Communications of Pennsylvania Inc., Frontier Communications of Lakewood Inc., and Frontier Communications of Oswayo River Inc.

2. The members of the RTCC, the PTA Companies, and the Frontier Companies (collectively, the “RLECs”) are each authorized by this Commission to provide local exchange service. All of the RLECs are rural telephone companies as defined in the Telecommunications Act of 1996 (“TCA-96”).³

3. Core Communications, Inc. (“Core”), has pending its application with the Commission at Docket No. A-310922F002, for approval to provide telecommunications services as a facilities-based competitive local exchange carrier (“CLEC”) throughout the Commonwealth of Pennsylvania, including the service territories of all rural incumbent local exchange (“Core Application Proceeding”).⁴ On July 18, 2005, the RTCC filed a Protest and Motion to Strike and/or Dismiss the Application, in part on grounds that Core does not provide nor does it intend to provide actual CLEC service within the RTCC member territories. That same day, the PTA also filed a Motion to Dismiss and Protest in response to Core’s Application. The Frontier Companies did not protest the Core CLEC Application.

4. The Core Application Proceeding is currently pending before Judge Weismandel, hearings have been held, and briefs have been filed. The matter is awaiting the issuance of a decision by Administrative Law Judge Weismandel.

³ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996).

⁴ Application of Core Communications, Inc., for Authority to Amend its Existing Certificate of Public Convenience and Necessity to Expand Core’s Pennsylvania Operations to Include Provision of Competitive Residential and Business Local Exchange Telecommunications Services Throughout the Commonwealth of Pennsylvania, Docket No. A-310922F0002, AmA.

5. On January 25, 2006, Core submitted a Petition for Arbitration of Interconnection Rates, Terms and Conditions under the Section 252 in which Core requested that the Commission require the RTCC, the PTA Companies, and the Frontier Companies to accept various terms and conditions proposed by Core for an “interconnection agreement,” including:

- Interconnection under §251(c)(2); and
- Reciprocal compensation under §251(b)(5).⁵

Core’s Petitions involving the RTCC, the PTA, and the Frontier Companies are similar, if not identical, to that served on Alltel Pennsylvania, Inc. (“Alltel PA”), also a rural local exchange carrier, on March 30, 2006, giving rise to the instant proceeding.

6. On February 21, 2006, RTCC members, PTA Companies, and the Frontier Companies filed Responses to Core’s Petitions for Arbitration in their respective dockets, as well as Motions to Strike, Dismiss or Stay Core’s Petitions for Arbitration. As the PTA and Frontier Companies noted:

§251 interconnection is available **only** available to “**telecommunications carriers.**” Moreover, §251(c)(2) interconnection is **not** available “for the purpose of originating or terminating . . . interexchange traffic.”⁶ Similarly, reciprocal compensation under § 251(b)(5) is expressly prohibited from application to intrastate exchange access (i.e., interexchange traffic). Therefore, some of the fundamental, indeed key, provisions of the Telecommunications Act of 1996 (“TCA-96”), of which Core seeks to avail itself are dependent upon factual and legal determination of whether Core is proposing to act as a local exchange company or, even, as a telecommunications carrier.⁷

⁵ Core filed Petitions for Arbitration of Interconnection Rates Terms and Conditions on the RLECs on January 25, 2006, at Docket Nos. A-310922F7003, A-310922F7005 through A-310922F7007, A-310922F7009 through A-310922F7016, A-310922F7018, and A-310922F7020 through A-310922F7038.

⁶ 47 CFR §51.305(b).

⁷ *Id.*, Joint Motion Of The Pennsylvania Telephone Association And The Frontier Companies To Dismiss Or Stay Core Communication’s Petition For Arbitration Of Interconnection Rates, Terms And Conditions dated February 21, 2006 at 3.

7. Subsequently, the parties agreed to stay the arbitration proceedings, given that the essential issue of whether Core will be acting as a “telecommunications carrier” and, if so, whether it is a LEC or an IXC, is being litigated in the Core Application Proceeding. On March 2, 2006, Core, the RTCC members, PTA Companies, and the Frontier Companies filed a “Joint Uncontested Motion for Stay of Proceedings and Approval of Stipulation” wherein they agreed to consolidate the arbitrations into one proceeding and requested that the Administrative Law Judge stay such interconnection arbitration until the issuance of a final order in the Core Application Proceeding. In doing so, Core and the RLECs agreed that “litigation will likely require considerable time and resources . . . and that many issues involved in the Arbitration Petition proceedings will be affected by the outcome of Core’s Application for CLEC authority.”⁸ The parties further agreed that the Commission has the authority to exceed the “9 month” deadline for resolving arbitration petitions that is set forth in Section 252 (b)(4)(C) if the parties so agree.⁹ In response, Administrative Law Judges Weisman and Salapa granted the request by Order Staying Proceeding dated March 6, 2006, stating: “The parties’ request is eminently sensible and, consequently, will be granted.”

8. Fundamental issues common to all respondents to pending Petitions for Arbitration filed by Core, including the RTCC members, PTA Companies, the Frontier Companies, and Alltel PA, will be resolved in the pending Core Application Proceeding. The central issue in the Core Application Proceeding is whether Core should be certificated by this Commission as a facilities-based CLEC over evidence demonstrating that Core will not be a facilities-based CLEC. Any effort to proceed with Core’s Petition for Arbitration with Alltel PA would presuppose that Core will provide facilities-based

⁸ Joint Uncontested Motion for Stay of Proceedings and Approval of Stipulation at 5.

⁹ *Id.* at 8.

CLEC service, which would be prejudicial to the RTCC members and PTA Companies, who are protesting said application and whose own arbitrations with Core have been halted pending decision on the central issue of Core's fulfillment of this Commission's requirements for CLEC authority. The Frontier Companies would be similarly prejudiced, as evidenced by the entry of the Order Staying Procedure.

9. Because arbitration decisions do establish precedent and can form the basis for subsequent orders of a state commission, the RLECs would be prejudiced by any decision in this proceeding that is issued prior to the resolution of the Core Application Proceeding. Also, addressing these issues in multiple dockets presents the risk of inconsistent decisions, especially if guidance from the Commission decision in the Core Application Proceeding is not available to both arbitrators. In agreeing to the stay of the RLECs' pending arbitration proceedings with Core, the Administrative Law Judge implicitly recognized the vast waste of resources that would ensue by continuing with the arbitrations if this Commission were to find that Core does not provide facilities-based CLEC service under state and Federal law. After having agreed to stay the pending RLECs arbitrations with Core, Core should not be permitted to circumvent such stay by subsequently propounding a virtually identical arbitration petition on another rural carrier.

10. This Commission should grant the limited intervention of the RLECs necessary to grant their stay request of this proceeding notwithstanding the decision in its

generic docket implementing the Telecommunications Act of 1996 to limit intervention.¹⁰ The RLECs limited intervention in this proceeding is necessary when considering their rights would be adjudicated without a full and fair hearing of all of the evidence in the record. If Core's arbitration for interconnection with Alltel PA were to proceed without regard to the status of the procedurally identical petitions of Core for arbitration with the RLECs, the RLECs' rights and duties would be effectively predetermined without consideration of the extensive record developed in the Core Application Proceeding. Core, the RTCC members, PTA Companies, and the Frontier Companies all agree that *the resolution of issues in the Core Application Proceeding are vital to the outcome of any pending arbitration with Core.* Thus, if the above-captioned arbitration were to proceed, the RLECs would virtually miss their "day in court," and be denied due process.

11. Granting the requested stay of the petition for arbitration in this matter is not inconsistent with Section 252(b)(4)(C)'s requirement that this Commission resolve a petition for arbitration within nine months after the date on which the local exchange carrier received an interconnection request. Because Core will not provide facilities-based CLEC service in the territories for which it is requesting such authority, Section 252 is inapplicable until such time as this Commission resolves the issues remaining in the Core Application Proceeding. Moreover, Section 252(b)(4)(C) provides that the remedy for exceeding the nine months is for the FCC to preempt the state in its authority to resolve the proceeding.¹¹ The FCC has previously ruled in a prior Pennsylvania matter

¹⁰ In re: Implementation of the telecommunications Act of 1996, Docket No. M-0960799, Order entered June 3, 1996 at 30. The Commission's limitation of intervention was designed to allow full intervention by public, statutory parties (i.e., OTS, OCA and OSBA), but deny intervention by non-contracting private parties. The purpose ostensibly served was administrative efficiency. This restriction is not appropriate here, since the RLECs have a direct and immediate interest in the outcome. As noted above, prejudice will harm their ongoing litigation. Further, administrative efficiency is served by the relief sought by the RLECs.

¹¹ 47 USC §252(e)(5).

that, so long as the state is “acting” (i.e., has the case in process), the FCC will not preempt.¹² The Commission’s continued progress toward resolving the threshold issues in the Core Arbitration Proceeding, resolution of which are essential to issues contained in this arbitration, constitutes “action” with respect to the above-captioned arbitration proceeding sufficient to withstand FCC preemption.

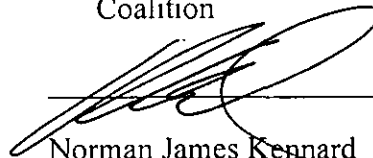
¹² *Armstrong Communications, Inc. Petition for Relief Pursuant to Section 252(e)(5)*, Docket CCB-Pol. 97-6, Memorandum Opinion and Order at ¶¶ 15, 17 (rel. Jan. 22, 1998).

WHEREFORE, the RTCC and PTA members and the Frontier Companies respectfully request that this motion be granted and that the above-captioned arbitration proceeding be stayed pending a decision in the Core Application Proceeding.

Respectfully submitted,



Patricia Armstrong
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Regina L. Matz
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Gregg C. Sayre, Esquire
Frontier Communications Solutions
180 South Clinton Avenue
Rochester, NY 14646-0700

Counsel for the Frontier Companies

Counsel for Pennsylvania Telephone
Association and the Frontier Companies

Date: April 28, 2006

2006 APR 28 PM 4:56
SECRETARY'S BUREAU

APR 28 2006

ORIGINAL

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

CERTIFICATE OF SERVICE

I hereby certify that I have this 28th day of April, 2006, served a true and correct copy of the Joint Motion to Stay of the RTCC, PTA, and Frontier Companies, upon the persons and in the manner set forth below:

VIA HAND DELIVERY

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

2006 APR 28 PM 4:56
SECRETARY'S BUREAU

VIA FIRST CLASS MAIL

Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

Michael A. Gruin, Esquire
Stevens & Lee
17 N. Second Street
16th Floor
Harrisburg, PA 17101

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

Norman J. Kennard, Esquire
Hawke McKeon Sniscak & Kennard LLP
100 North Tenth Street
P.O. Box 1778
Harrisburg, PA 17105

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

Gregg C. Sayre, Esquire
Frontier Communications Solutions
180 South Clinton Avenue
Rochester, NY 14646-0700


D. Mark Thomas

PLEASE DOCKET

*Thomas, Thomas, Armstrong & Niesen
Attorneys and Counsellors at Law*

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D. MARK THOMAS

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April 28, 2006

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
2nd Floor West
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

**DOCUMENT
FOLDER**

Re: Petition of Core Communications, Inc. for Arbitration of
Interconnection Rates, Terms and Conditions Pursuant to
47 U.S.C. §252(b); Docket No. A-310922F7004

Dear Judge Salapa:

In accordance with your letter dated April 14, 2006, Alltel Pennsylvania, Inc. ("Alltel PA"), through its counsel, submits the documents attached hereto reflecting the dates on which Alltel PA received a request for interconnection from Core Communications, Inc. ("Core") and that the parties agreed to extend the negotiations. Thus, "Day 1" for purposes of this negotiation, and as agreed to by the parties, is October 21, 2005.

For the reasons more fully set forth in Alltel PA's Motion to Strike, Dismiss or Stay Core's Petition for Arbitration in this proceeding and Alltel PA's Motion for Stay and Record Incorporation in Docket No. A-310922F002, AmB, Alltel PA disputes that Core's requests may be considered bona fide requests for interconnection since Core's Petition for Arbitration and other actions now reveal that Core in fact has no intention of providing (and in fact is not certified to provide in Alltel PA's territory) local exchange services to end users in Alltel PA's service territory.

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SECRETARY
CHARLES E. THOMAS
(1913 - 1998)
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2006 APR 28 PM 4: 27
PUBLIC UTILITY COMM.

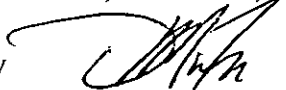
Honorable David A. Salapa
April 28, 2006
Page 2

Further, Alltel PA will be seeking by separate motion, and hereby provides notice of its intent to seek consolidation with Docket Nos. A-310922F7003, A-310922F7005 through A-310922F7007, A-310922F7009 through A-310922F7018, and A-310922F7020 through A-310922F7038, pursuant to 47 U.S.C. §252(g). Because common issues are being addressed, consolidation would be practical and desirable from an administrative standpoint.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By



D. Mark Thomas

Enclosures

cc: Michael A. Gruin, Esquire (w/enclosures)

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: David Cameron
Alltel Pennsylvania Inc.
1 Allied Drive
Little Rock, AR 72202

Re: Request for Negotiations of an Interconnection Agreement

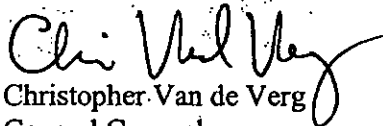
Dear Mr. Cameron:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Alltel promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Alltel's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,


Christopher Van de Verg
General Counsel



Alltel
One Allied Drive
B5-F04D
Little Rock, AR 72202

Jimmy Dolan
Contract Negotiations

501.905.7873 desk
501.905.6299 fax
jimmy.dolan@alltel.com

January 19, 2006

Core Communications, Inc.
Attention: Chris Van de Verg
209 West Street
Suite 302
Annapolis, MD 21401

RE: Extension to Negotiation Window

Dear Mr. Van de Verg:

Alltel Pennsylvania, Inc. ("Alltel") and Core Communications, Inc. ("Core") are negotiating an Interconnection Agreement pursuant to Section 251 and Section 252 of the Telecommunications Act of 1996 ("The Act"). This letter will confirm the establishment of the Negotiations window for the negotiation of an Agreement.

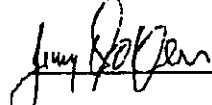
This letter confirms the mutual agreement between Alltel and Core to establish the start of negotiations as of September 21, 2005. As a result, the period during which either party may file for arbitration under section 252 (b)(1) of the Federal Telecommunications Act of 1996 shall begin on February 3, 2006 and end on February 28, 2006, those being the 135th and 160th days of negotiations respectively.

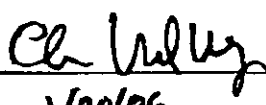
If the foregoing is acceptable to Core, please sign in the space below and fax to Jimmy Dolan at 501-905-6299.

Please call me at the above number if you have any questions.

Alltel Pennsylvania, Inc.

Core Communications

By: 
Date: 1/19/06

By: 
Date: 1/20/06

Printed: Jimmy Dolan

Printed: Chris Van de Verg

Title: Manager - Negotiations

Title: General Counsel



Alltel
One Allied Drive
B5-F04D
Little Rock, AR 72202

Jimmy Dolan
Contract Negotiations

501.905.7873 desk
501.905.6299 fax
jimmy.dolan@alltel.com

February 24, 2006

Core Communications, Inc.
Attention: Chris Van de Verg
209 West Street
Suite 302
Annapolis, MD 21401

RE: Extension to Negotiation Window

Dear Mr. Van de Verg:

Alltel Pennsylvania, Inc. ("Alltel") and Core Communications, Inc. ("Core") are negotiating an Interconnection Agreement pursuant to Section 251 and Section 252 of the Telecommunications Act of 1996 ("The Act"). This letter will confirm the establishment of the Negotiations window for the negotiation of an Agreement.

This letter confirms the mutual agreement between Alltel and Core to establish the start of negotiations as of October 21, 2005. As a result, the period during which either party may file for arbitration under section 252 (b)(1) of the Federal Telecommunications Act of 1996 shall begin on March 5, 2006 and end on March 30, 2006, those being the 135th and 160th days of negotiations respectively.

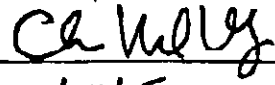
If the foregoing is acceptable to Core, please sign in the space below and fax to Jimmy Dolan at 501-905-6299.

Please call me at the above number if you have any questions.

Alltel Pennsylvania, Inc.

Core Communications

By: 

By: 

Date: 2/24/06

Date: 2/24/06

Printed: Jimmy Dolan

Printed: Christopher Van de Verg

Title: Manager - Negotiations

Title: General Counsel



Alltel
One Allied Drive
B5-F04D
Little Rock, AR 72202

Jimmy Dolan
Contract Negotiations

501.905.7873 desk
501.905.6299 fax
jimmy.dolan@alltel.com

January 19, 2006

Core Communications, Inc.
Attention: Chris Van de Verg
209 West Street
Suite 302
Annapolis, MD 21401

RE: Extension to Negotiation Window

Dear Mr. Van de Verg:

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If the foregoing is acceptable to Core, please sign in the space below and fax to Jimmy Dolan at 501-905-6299.

Please call me at the above number if you have any questions.

Alltel Pennsylvania, Inc.

Core Communications

By: Jimmy Dolan
Date: 1/19/06

By: Chris Van de Verg
Date: 1/20/06

Printed: Jimmy Dolan

Printed: Chris Van de Verg

Title: Manager - Negotiations

Title: General Counsel



Alltel
One Allied Drive
BS-F04D
Little Rock, AR 72202

Jimmy Dolan
Contract Negotiations

501.905.7873 desk
501.905.6299 fax
jimmy.dolan@alltel.com

February 24, 2006

Core Communications, Inc.
Attention: Chris Van de Verg
209 West Street
Suite 302
Annapolis, MD 21401

RE: Extension to Negotiation Window

Dear Mr. Van de Verg:

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This letter confirms the mutual agreement between Alltel and Core to establish the start of negotiations as of October 21, 2005. As a result, the period during which either party may file for arbitration under section 252 (b)(1) of the Federal Telecommunications Act of 1996 shall begin on March 5, 2006 and end on March 30, 2006, those being the 135th and 160th days of negotiations respectively.

If the foregoing is acceptable to Core, please sign in the space below and fax to Jimmy Dolan at 501-905-6299.

Please call me at the above number if you have any questions.

Alltel Pennsylvania, Inc.

Core Communications

By: 

By: 

Date: 2/24/06

Date: 2/24/06

Printed: Jimmy Dolan

Printed: Christopher Van de Verg

Title: Manager - Negotiations

Title: General Counsel

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Attorneys and Counsellors at Law

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CHARLES E. THOMAS
(1913 - 1998)

May 1, 2006

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection
Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b)
Docket No. A-310922F7004

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of Alltel Pennsylvania, Inc.'s ("Alltel PA") Consolidated List of Issues at the above captioned docket. The attached is Alltel PA's Proposed Issues List. The parties are actively working together to narrow and clarify the issues to agree on a single list. A Certificate of Service is attached.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 

D. Mark Thomas

Enclosure

cc: Certificate of Service

DOCUMENT
FOLDER

RJP

600

ISSUES LIST FOR CORE/ALLTEL ARBITRATION

Issue 1	Alltel	Can the Commission require Alltel PA to arbitrate with Core pursuant to Section 252 of the Act, given that Core's application for CLEC authority is under protest and that Core is not seeking to provide local exchange service to <i>end users in Alltel PA's territory</i> ?
Issue 2	Core	Should the Liability and Indemnification provisions in the Agreement generally exclude Sections 251, 252, 258, and 271 of the Act without defining specific actions or behaviors giving rise to a party's liability thereunder and without explanation as to how the sections apply to Alltel PA or under these circumstances?
Issue 3	Core	Should Alltel PA be permitted to require Core to pay a security deposit prior to Alltel PA providing service or processing orders and to increase said deposit if circumstances warrant or forfeit same in the event of breach by Core?
Issue 4	Core	Should Core be required to use OBF's industry standard billing dispute form as proposed by Alltel PA?
Issue 5	Core	Should the parties have the option to pursue formal dispute resolution before the Commission and a commercial arbitrator?
Issue 6	Core	Should Alltel PA be allowed to preserve in the Agreement its rights under section 251(f) of the Act?
Issue 7	Core	Should Alltel PA be forced to interconnect with Core at a distant point outside of Alltel PA's existing network contrary to Section 251(c)(2)(B) of the Act and without regard to Alltel PA's rights under Section 251(f)(1) of the Act?
Issue 8	Core	Should Alltel PA be required to permit, and is it within the Commission's jurisdiction under Section 252 of the Act to require Alltel PA to permit, Core to sublease space from third parties collocated in Alltel PA's central office in violation of Alltel PA's contracts with third parties?
Issue 9	Core	Should Alltel PA be forced to interconnect with Core at a non-switch location where Alltel PA does not have any or sufficient facilities?
Issue 10	Core	Should Core be permitted to indirectly interconnect with Alltel PA without volume limitations that would necessitate direct interconnection?
Issue 11	Core	Should the Agreement contain language regarding payment to third-party tandem providers?
Issue 12	Core	Should intraLATA (nonlocal) traffic be rated as Section 251(b)(5) traffic or intraLATA toll traffic?
Issue 13	Core	Should the parties be required to pass Automatic Number Identification ("ANI") instead of the more accurate and industry standard Calling Party Number ("CPN") data to one another over the interconnection trunks?
Issue 14	Core	Does the FCC's <i>ISP Remand Order</i> interim compensation scheme apply to VNXX ISP-bound traffic?
Issue 15	Core	Should bill and keep apply to "local" traffic that is roughly balanced between the parties?
Issue 16	Core	Does the FCC's <i>ISP Remand Order</i> govern intercarrier compensation for ISP-Bound Traffic, and is Alltel PA

		required to negotiate with Core under Section 251 of the Act with respect to ISP-bound traffic given Core's intent not to provide local exchange service to end users in Alltel PA's territory?
Issue 17	Core	Should Core obtain different NXX codes for each geographic area it seeks to serve?
Issue 18	Core	Should Alltel's number portability attachment be included with the Agreement to establish the detailed processes for porting numbers between the parties?
Issue 19	Core	How should "ANI" be defined in the Agreement?
Issue 20	Core	How should "Exchange Services" be defined in the Agreement?
Issue 21	Core	How should "IntraLATA Toll Traffic" be defined in the Agreement?
Issue 22	Core	How should "Interconnection Point" be defined in the Agreement?
Issue 23	Core	How should "Section 251(b)(5) Traffic" be defined in the Agreement?
Issue 24	Core	Are the use of Verizon rates in an agreement between Core and Alltel appropriate or necessary?

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

CERTIFICATE OF SERVICE

I hereby certify that I have this 1st day of May, 2006, served a true and correct copy of Alltel Pennsylvania Inc.'s Consolidated List of Issues, upon the persons and in the manner set forth below:

VIA HAND DELIVERY

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

VIA FIRST CLASS MAIL

Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
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Secretary to D. Mark Thomas

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May 1, 2006

James J. McNulty, Secretary
PA Public Utility Commission
Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

ORIGINAL

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

Dear Secretary McNulty:

Enclosed please find an original and three copies of the Consolidated List of Issues in accordance with the pre-arbitration order. The parties in this matter continue to negotiate and streamline the same. Thank you.

Very truly yours,

STEVENS & LEE

Michael A. Gruin
Michael A. Gruin

MAG:also
Enclosures

cc: Certificate of Service

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ISSUES LIST FOR CORE/ALLTEL ARBITRATION

Issue 1	Alltel	Can the Commission require Alltel PA to arbitrate with Core pursuant to Section 252 of the Act, given that Core's application for CLEC authority is under protest and that Core is not seeking to provide local exchange service to end users in Alltel PA's territory?
Issue 1a	Core	Is Alltel entitled now to protest Core's application for CLEC authority in Alltel-Pennsylvania territory, and stay this arbitration proceeding, after having withdrawn its previous protest of Core's application?
Issue 1b	Core	Are the various issues Alltel raises concerning Core's business plan relevant at all to this arbitration proceeding?
Issue 1c	Core	Did Core ever mislead Alltel with respect to Core's business plan, considering that Alltel was a party to Core's application for CLEC authority in RTC areas?
Issue 1d	Core	Do the Parties' disputes relative to ISP-bound traffic compensation take this case outside of the Commission's jurisdiction?
Issue 1e	Core	Do the Parties' disputes relative to VNXX traffic compensation take this case outside of the Commission's jurisdiction?
Issue 1f	Core	Is Alltel entitled to now claim all of the protections available under section 251(f) of the Act, having previously disclaimed those protections during negotiations?
Issue 1g	Core	Is Alltel entitled to withdraw its collocation and UNE proposals, based on its own failure to provide Core with any Alltel-specific pricing relative to those services?
Issue 2	Core	Should the Liability and Indemnification provisions in the Agreement generally exclude Sections 251, 252, 258, and 271 of the Act?
Issue 3	Core	Should Alltel PA be permitted to require Core to pay a security deposit prior to Alltel PA providing service or processing orders and to increase said deposit if circumstances warrant or forfeit same in the event of breach by Core?
Issue 4	Core	Should Core be required to use OBF's industry standard billing dispute form as proposed by Alltel PA?
Issue 5	Core	Should the parties be required to pursue formal dispute resolution before the Commission and a commercial arbitrator, or should the agreement simply permit the parties to file for dispute resolution in the appropriate forum?
Issue 6	Core	Should Alltel PA be allowed to preserve in the Agreement its rights under section 251(f) of the Act?
Issue 7	Alltel	Should Alltel PA be forced to interconnect with Core at a distant point outside of Alltel PA's existing network contrary to Section 251(c)(2)(B) of the Act and without regard to Alltel PA's rights under Section 251(f)(1) of the Act?
Issue 7a	Core	Should the Parties be required to bear the cost to deliver originating interconnection traffic to one another at each other's designated switch location?

Issue 8	Core	Should Alltel PA be required to permit Core to sublease space from third parties collocated in Alltel PA's central office?
Issue 9	Core	Should Alltel PA be forced to interconnect with Core at a non-switch location where Alltel PA has sufficient existing facilities?
Issue 10	Core	Should Core be permitted to indirectly interconnect with Alltel PA without volume limitations that would necessitate direct interconnection?
Issue 11	Core	Should the Agreement contain language regarding payment to third-party tandem providers?
Issue 11a	Core	Should the Agreement require each Party to arrange and pay for third-party tandem services relative to its own originating traffic?
Issue 12	Alltel	Should intraLATA (nonlocal) traffic be rated as Section 251(b)(5) traffic or intraLATA toll traffic?
Issue 12a	Core	Should the agreement distinguish intraLATA toll from Section 251(b)(5) traffic based on the NPA-NXX of the calling and called parties?
Issue 13	Core	Should the parties be permitted to pass Automatic Number Identification ("ANI") in lieu of Calling Party Number ("CPN") data over the interconnection trunks?
Issue 14	Core	Does the FCC's <i>ISP Remand Order</i> interim compensation scheme apply to VNXX ISP-bound traffic?
Issue 15	Alltel	Should bill and keep apply to "local" traffic that is roughly balanced between the parties?
Issue 15a	Core	Should the Parties acknowledge that reciprocal compensation is due for Section 251(b)(5) Traffic, consistent with the Act and the FCC's rules?
Issue 16	Alltel	Does the FCC's <i>ISP Remand Order</i> govern intercarrier compensation for ISP-Bound Traffic, and is Alltel PA required to negotiate with Core under Section 251 of the Act with respect to ISP-bound traffic given Core's intent not to provide local exchange service to end users in Alltel PA's territory?
Issue 16a	Core	Has Alltel elected to adopt the interim compensation plan set forth in the <i>ISP Remand Order</i> , pursuant to paragraph 89 of that order?
Issue 16b	Core	Is Alltel excused from the election required under paragraph 89 on the basis of the <i>ISP Remand Order</i> 's "new markets" rule?
Issue 17	Alltel	Should Core obtain different NXX codes for each geographic area it seeks to serve?
Issue 17a	Core	Should Alltel or Core determine which NXX codes Core may apply for?
Issue 18	Alltel	Should Alltel's number portability attachment be included with the Agreement to establish the detailed processes for porting numbers between the parties?
Issue 18a	Core	Should each and every one of Alltel's number portability provisions be included in the Agreement?
Issue 19	Core	How should "ANI" be defined in the Agreement?
Issue 20	Core	How should "Exchange Services" be defined in the Agreement?
Issue 21	Core	How should "IntraLATA Toll Traffic" be defined in the Agreement?
Issue 22	Core	How should "Interconnection Point" be defined in the Agreement?
Issue 23	Core	How should "Section 251(b)(5) Traffic" be defined in the Agreement?

Issue 24	Alltel	Are the use of Verizon rates in an agreement between Core and Alltel appropriate or necessary?
Issue 24a	Core	What rates should apply to services provided under the Agreement, in the absence of Alltel-specific pricing?

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Petition of :
CORE COMMUNICATIONS, INC. : **Docket No.: A-310922F7004**
for Arbitration of Interconnection Rates :
Terms and Conditions with Alltel :
Pennsylvania, Inc. :
:

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of May, 2006 copies of the foregoing List of Consolidated Issues have been served, via First Class Mail, postage prepaid, upon the persons listed below:

Honorable David A. Salapa
Administrative Law Judge
Office of Administrative Law Judge
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Regina Matz, Esquire
Thomas, Thomas, Armstrong & Niesen
Suite 500
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P.O. Box 9500
Harrisburg, PA 17108



Michael A. Gruin, Esq.
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May 4, 2006

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

**Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates,
Terms and Conditions Pursuant to 47 U.S.C. § 252(b)
Docket No. A-310922 F7004**

Dear Secretary McNulty:

Enclosed for filing please find the original plus three (3) copies of Core Communications, Inc.'s Answer to Alltel Pennsylvania, Inc.'s Motion to Strike, Dismiss, or Stay.

Copies have been served in accordance with the attached certificate of service. Please contact me if you have any questions.

Very truly yours,

STEVENS & LEE


Michael A. Gruin

DOCUMENT
FOLDER

MAG:toa

cc: Hon. ALJ David A. Salapa

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
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BEFORE THE
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Docket No.: A-310922F7004

Petition of Core Communications Inc. for
Arbitration of Interconnection Rates, Terms
and Conditions Pursuant to 47 U.S.C.
§ 252(b)

**ANSWER OF CORE COMMUNICATIONS, INC. TO ALLTEL'S MOTION
TO STRIKE, DISMISS, OR STAY**

NOW COMES, Core Communications, Inc. ("Core"), by its attorneys, and Answers the Motion of Alltel Pennsylvania, Inc. ("Alltel") to strike, dismiss, or stay Core's Petition for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. 252(b) ("Core Arbitration Petition) in the above-captioned docket. In support thereof, Core respectfully states as follows:

BACKGROUND

1. Core is a Competitive Local Exchange Carrier ("CLEC") authorized to provide competitive local exchange services in Pennsylvania.
2. Alltel is an incumbent local exchange carrier ("ILEC") in Pennsylvania.
3. On May 27, 2005, Core filed an application with the Pennsylvania Public Utility Commission seeking approval to expand its certificate of authority to provide telecommunication services as a competitive local exchange carrier throughout the Commonwealth of Pennsylvania, including the service territory of Alltel..
4. On or about July 18, 2005 both the Pennsylvania Telephone Association (hereinafter referred to as "PTA") and the Rural Telephone Company Coalition

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(hereinafter referred to as "RTCC") filed a Motion to Dismiss and Protest, alleging various procedural and substantive defects in Core's application.

5. The protests filed by the Pennsylvania Telephone Association and the Rural Telephone Company Coalition were filed on behalf of specific Incumbent Local Exchange Carriers (ILEC's) listed in the protests.
6. The RTCC's Motion to Dismiss and Protest indicating that the RTCC's Protest was being filed on behalf of 21 specific telephone companies, including Alltel Pennsylvania, Inc.
7. On August 1, 2005, Core filed responses to the Motions to Dismiss and Protests of both the RTCC and PTA.
8. On August 22, 2005, Core filed an Amended Application to provide telecommunications services as a facilities based competitive local exchange carrier throughout the Commonwealth of Pennsylvania, including the service territories of every rural incumbent local exchange carrier.
9. Core's Amended Application was docketed at A-3109220002, AmA., and the matter of the RTCC/PTA Protests to the Application was assigned to Administrative Law Judge Wayne Weismandel for disposition. (The matter at Docket No. A-3109220002, AmA will hereinafter be referred to as the "RTCC/PTA Protest Proceeding")
10. As set forth in Core's Arbitration Petition, on August 17, 2005 Core sent Alltel, by Federal Express 2 day delivery, a bona fide request for interconnection, requesting that Alltel promptly join Core in good faith negotiations to establish an interconnection agreement¹. Additionally, Core stated that this agreement should incorporate the

¹ See August 17, 2005 letter from Christopher Van De Verg to David Cameron of Alltel, requesting negotiation of Interconnection Agreements (Appendix 2 to Core's Arbitration Petition).

particular terms and conditions that fulfill Alltel's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252.² A copy of this letter was filed with the Commission Secretary on August 22, 2005 along with Core's Amended Application for Certification as a Competitive Local Exchange Carrier throughout the Commonwealth of Pennsylvania.

11. Core also sent bona fide requests for interconnection to all of the other Rural Incumbent Local Exchange Carriers ("RLECs) in Pennsylvania on or about August 17, 2005.
12. Pursuant to Section 252 of the Telecommunications Act of 1996 ("Act"), parties 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 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. 47 U.S.C. § 252(b). The period between the 135th and 160th day shall be referred to as the "arbitration window".
13. Upon sending its bona fide requests for interconnection to the RLECs, Core commenced interconnection negotiations with separate groups of RLECs. Some of the RLECs chose to negotiate interconnection separately. For instance, Frontier Communications of Breezewood, Frontier Communications of Canton, Frontier Communications of Lakewood, Frontier Communications of Oswaygo River and Frontier Communications of Pennsylvania (hereinafter referred to as "Frontier Companies") chose to negotiate together as a group. Alltel chose to negotiate individually directly with Core. Other RLECs chose to negotiate interconnection as a group under the banner of the Rural

² Id.

Telephone Company Coalition (“RTCC”), and still others chose to negotiate as a group under the banner of the Pennsylvania Telephone Association (“PTA”).

14. Therefore, beginning on August 17, 2005, Core began negotiating interconnection with four separate groups of RLECs: The Frontier Companies, Alltel, The RTCC Companies, and the PTA Companies.

15. All four negotiations proceeded on separate tracks, and varying degrees of progress were made with each group of companies.

16. The arbitration window with respect to the Frontier Companies, RTCC Companies, and PTA Companies was scheduled to close on January 26, 2006. With no significant progress in negotiations being made, Core filed Petitions for Arbitration of Interconnection Rates, Terms and Conditions with the Frontier Companies, RTCC Companies, and PTA Companies on January 25, 2006.

17. On February 10, 2006, Administrative Law Judge Wayne L. Weismandel informed Core, Frontier, the RTCC, and the PTA that he had been assigned to preside over Core’s Arbitration Petitions with those companies along with Administrative Law Judge David A. Scalapa. Judge Weismandel’s letter also requested to be advised of the parties’ position regarding consolidation of the three cases pursuant to 47 U.S.C. § 252(g).

18. None of the parties opposed consolidation of the three Arbitration Petitions.

19. On February 14, 2006, Judge Weismandel issued a Preliminary Conference Order, scheduling a Preliminary Conference in Core-Frontier/RTCC/PTA cases for Thursday, March 9, 2006 at 10:00 am. The Order also included a Tentative Arbitration

Schedule, with a due date of March 3, 2006 for the filing of Conference Memoranda by the partes.

20. On February 21, 2006, the Frontier Companies, PTA Companies, and RTCC companies each filed Answers to Core's Arbitration Petition, as well as Motions to Strike, Dismiss or Stay the Arbitration Petitions.
21. The Frontier Companies, RTCC Companies, and PTA Companies filed Motions to Strike, Dismiss, or Stay Arbitration on February 21, 2006. Core's Answer to these Motions was due on March 2, 2006.
22. The evidentiary hearing in the RTCC/PTA Protest Proceeding took place on February 21 and 22, 2006, with Main Briefs in that matter due March 24, 2006.
23. Core's Response to the Motions to Strike, Dismiss, or Stay filed by the Frontier Companies, RTCC, and PTA in that proceeding were due on or before Friday, March 3, 2006.
24. Core, Frontier, the RTCC and the PTA engaged in discussions aimed at reducing the burden on the Commission and the parties related to litigating the issues raised in Core's Arbitration Petitions and the PTA's, Frontier's, and RTCC's Motions to Strike, Dismiss, or Stay. **ALLTEL DID NOT PARTICIPATE IN THESE DISCUSSIONS.**
25. On March 2, 2006 Core, Frontier, the RTCC, and the PTA eventually entered into a Joint Stipulation and filed a Joint Uncontested Motion for Stay of Proceedings. In their Joint Stipulation, the parties stated as follows:

“Recognizing that litigation of the Arbitration Petitions may involve numerous questions of Pennsylvania and Federal procedural and substantive law, including, but not limited to, the applicability of the statutory “rural exemption” to Core's Arbitration Petition, and **recognizing that litigation of the Arbitration Petitions will likely require considerable time and resources**, and recognizing that many issues involved in the Arbitration Petition proceedings will be affected by the outcome of Core's Application

for CLEC Authority, the parties have agreed that it is appropriate to Stay Core's Arbitration Petitions proceeding until the Commission has issued its Final Order in Core's Application Proceeding."

26. ALJ's Weismandel and Salapa granted the parties Motion to Stay and approved the Joint Stipulation by Order dated March 6, 2006.

27. In contrast to the Frontier Companies, RTCC Companies, and PTA Companies, Core and Alltel had been making some progress in their negotiations, so Core and Alltel agreed to extend the arbitration window to allow for continued negotiations. On January 20, 2006, in order to provide additional time to negotiate open, disputed issues, the Parties agreed to extend the window for negotiations through February 28, 2006.³

CORE DID NOT FILE AN ARBITRATION PETITION AGAINST ALLTEL AT THE SAME TIME IT FILED AGAINST THE OTHER 3 GROUPS OF COMPANIES.

28. On February 24, 2006, in order to provide additional time to negotiate open, disputed issues (and in particular, intercarrier compensation issues), the Parties agreed to extend the window for negotiations through March 30, 2006.⁴

29. Core and Alltel could not finalize an interconnection agreement prior to the close of the arbitration window on March 30, 2006, and Core filed its Arbitration Petition against Alltel on March 30, 2006.

ARGUMENT

A. CORE'S DECISION TO AGREE TO A STAY OF ITS ARBITRATION WITH THE PTA, RTCC, AND FRONTIER COMPANIES HAS NO BEARING OR RELEVANCE ON CORE'S PETITION FOR ARBITRATION WITH ALLTEL

³ Appendices 25-28 attached to Core's Arbitration Petition

⁴ Appendices 40-41 attached to Core's Arbitration Petition

30. Core has never agreed to Stay Interconnection Arbitration with Alltel, and there is no valid basis for the Commission to order a Stay of this proceeding.
31. The fact that Core agreed to Stay its Arbitration with the Frontier Companies, RTCC Companies, and PTA Companies was due in large part to timing and scheduling constraints. At the time of the filing of Core's Joint Stipulation with the Frontier Companies, RTCC Companies, and PTA Companies on March 2, 2006, Core had just concluded an exhaustive evidentiary hearing against the PTA and RTCC. Main Briefs in that matter were due in a matter of weeks. On February 24, 2006, the Frontier companies filed Nunc Pro Tunc Protests to attempt to join the Protests of the PTA and RTCC, and that issue had not been resolved at the time of entry of the Joint Stipulation. On March 3, 2006, Core's Responses to the Motions to Strike of the Frontier Companies, PTA Companies and RTCC Companies were due. Also on March 3, 2006, Core and the opposing parties were required to file Preliminary Conference Statements.
32. At the time of the entry of the Joint Stipulation, the RTCC and PTA were in the process of Protesting Core's Application in their territories. At the time, Frontier was not part of the RTCC/ PTA Protest, but had filed an Nunc Pro Tunc Protest which had not been ruled upon. Alltel had withdrawn its Protest to Core's Application, and had not filed a request to revive its Protest.
33. The Joint Stipulation entered into by Core, the Frontier Companies, RTCC Companies, and PTA Companies speaks for itself, and is limited in scope to only those matters specifically addressed therein. The Joint Stipulation does not in any way address Core's Interconnection Negotiations or Petition with Alltel.

34. As support for its Motion, Alltel focuses on few words from the Joint Stipulation and takes those words completely out of context to argue that Core somehow acknowledges that certain issues in Core's Petition against Alltel will be affected by the outcome of Core's Application for CLEC Authority. Nothing could be further from the truth. Nothing that transpires in the RTCC/PTA Protest to Core's Application will have any bearing on Core's Arbitration against Alltel **BECAUSE ALLTEL IS NOT A PARTY TO THAT PROCEEDING.** Alltel withdrew its protest to Core's CLEC Application in Alltel territory, and the PUC's Bureau of Fixed Utility Services is currently reviewing Core's Application for certification in Alltel territory.

35. Alltel attempts to get mileage out of the fact that Core agreed to Stay its Arbitration with the Frontier Companies, who also did not Protest Core's Application. But the Frontier Companies had attempted to join the Protests of the RTCC and PTA at the time of the filing of the Joint Stipulation, whereas Alltel had not. Regardless, the fact that Core agreed to stay its Arbitration against Frontier had more to do with the timing and scheduling of that arbitration than anything. Core's agreement to Stay its Arbitration with Frontier has no effect whatsoever on Core's right to Arbitrate Interconnection terms with Alltel. As stated above, there are simply no valid grounds for staying Core's Petition for Arbitration against Alltel.

B. THERE IS NO APPLICATION PROTEST PROCEEDING PENDING IN ALLTEL TERRITORY, THEREFORE THERE IS NO LEGAL BASIS TO DISMISS CORE'S PETITION

36. Alltel also argues that Commission precedent states that interconnection arbitration is not timely until an application proceeding addressing CLEC authority in RLEC territory is resolved. Core disagrees with this interpretation, however, the point is

moot. Alltel has no active protest against Core, therefore, there is no Application proceeding involving the Core Application in Alltel Territory. Core's Application in Alltel territory is un-protested and being reviewed by FUS for approval.

37. The outcome of the RTCC/PTA Protest to Core's Application will have no bearing on Core's Application in Alltel territory. Alltel is not a party to that proceeding, and it not protesting Core's Application in its territory.
38. Commission precedent would not bar the hearing of Core's Arbitration Petition even if Core's Application was being protested by Alltel. The Commission's Final Order in the matter of the Proposed Modifications to the Review of Interconnection Agreements, Docket No. M-00960799 (Final Order Entered May 3, 2004) makes it clear it is not necessary for final CLEC approval to be obtained prior to the filing of a petition for interconnection. In doing so, the Commission noted that the Implementation Order recognized that some carriers may not have final authority to provide CLEC services prior to requesting interconnection.⁵
39. Alltel's reliance on the Armstrong⁶ and AT&T/TCG⁷ Orders is misplaced. The Armstrong case involved, inter alia, a petition by Citizens Telephone of Kecksburg for a suspension of Section 251(b) and (c) interconnection obligations. No such petition is pending in the present matter. Furthermore, to the extent that the Commission ruled that Armstrong's interconnection requests could not proceed until the resolution of the proceeding defining Armstrong's CLEC authority, the Commission has taken an entirely

⁵ In Re Implementation of the Telecommunications Act of 1996, Docket No. M-00906799 (Order Entered June 3, 1996, Order on Reconsideration entered September 9, 1996) "If the requesting carrier does not have an A-docket, and A-Docket shall be assigned by the Commission's Secretary at the time of the filing of the interconnection agreement".

⁶ Petition for Suspension under Section 251(f)(2) of the Telecommunications Act of 1996 of Citizens Telephone Company of Kecksburg (Docket No. P-00971229, Order entered May 1, 1998)

different position in its Final Order in the matter of the Proposed Modifications to the Review of Interconnection Agreements.

40. Alltel alleges that the AT&T/TCG Order stands for the proposition that Interconnection Arbitrations cannot be held until protest to a CLEC Application is concluded. The AT&T/TCG Order says no such thing. The Order, which came in the context of an Application Protest, merely says that the ALJ cannot be faulted for not addressing interconnection and number portability in the context of an Application Protest proceeding. The ALJ rightly noted that those matters “can be resolved at another point in time”. Evidently, in the AT&T/TCG case, no Petition for Arbitration of Interconnection Terms had been filed, and AT&T was asking the ALJ to supervise interconnection negotiations. The situation in the present case is completely different. Here 1) there is no protest, and 2) Core properly filed a Petition for Arbitration to address Interconnection issues.

41. Commission precedent clearly allows for the concurrent resolution of a CLEC’s certification and interconnection requests. This conclusion is supported by the Commission’s procedures for applying for CLEC authority: an Applicant for CLEC authority is required to file a bona fide request for interconnection at the time of the filing of its Application for Authority. (See Implementation Order, at 16)

C. THE COMMISSION ABSOLUTELY AND UNEQUIVOCALLY HAS JURISDICTION OVER CORE’S ARBITRATION PETITION

- **The Commission Clearly has Section 252 Jurisdiction over Core’s Arbitration Petition**

⁷ Application of AT&T Communications of Pennsylvania, Inc. and TCG Pittsburgh, (Docket No A-310125F0002 and A-310213F002)

42. Alltel argues that the Commission has no jurisdiction to adjudicate Core's petition because the petition raises issues relating to ISP-bound traffic and "VNXX" numbering assignments.⁸ Alltel also makes several unfounded allegations concerning Core's operations.⁹ Finally, Alltel asks the Commission to defer resolution of Core's petition until the D.C. Circuit rules in a case involving ISP-bound traffic; and until the FCC resolves its longstanding *Unified Intercarrier Compensation Proceeding*.¹⁰ None of these arguments should offer the Commission the slightest pause in exercising its unquestioned jurisdiction over all of the issues raised in Core's petition.

43. Core previously has rebutted all of Alltel's arguments concerning the nature of Core's operations. In essence, Alltel has adopted (by way of its counsel) all of the specious arguments raised by the RTCC (which used the same counsel Alltel is now using, and which at one time included Alltel) and the PTA in the *RTCC/PTA Protest Proceeding*. The issues raised and the record developed in that case are not at issue here, nor is the "evidence" Alltel refers to on the record in this case. Alltel's reference to the RTCC/PTA Protest Proceeding case is a clear example of counsel attempting to create tactical delay by shoehorning unrelated matters into the case at hand. Nonetheless, Core states that it offered—in the appropriate proceeding—unimpeachable evidence that (1) Core is a facilities-based provider of telephone exchange services; (2) Core intends to provide those services throughout Pennsylvania; (3) Core's traffic is not limited to ISP-bound traffic; and (4) Core's traffic is not limited to VNXX traffic.

44. After having the benefit of reviewing all of the discovery and written testimony in that proceeding, Alltel evidently agreed with Core, when it unilaterally withdrew its

⁸ Alltel Motion, at 10-13.

⁹ *Id.*, at 10-11.

protest against Core's application on the eve of the hearings in the RTCC/PTA Protest Proceeding.¹¹

45. The Commission has jurisdiction to resolve issues relating to ISP-bound traffic, and has exercised that authority repeatedly. By its own terms, the *ISP Remand Order* requires that ILECs such as Alltel continue (as was the common practice prior to the order) to deliver ISP-bound traffic to CLECs via section 251 interconnection trunks.¹² The only way for these trunking duties to be fleshed out is a state commission ICA arbitration proceeding under section 252. Further, the *ISP Remand Order's* jurisdictional theory—that ISP-bound traffic is “interstate”—was rejected *in toto* by the D.C. Circuit on judicial review.¹³ In any event, both before and after the *ISP Remand Order*, states, including Pennsylvania, uniformly assumed section 252 jurisdiction over ICA provisions to govern both the delivery of, and compensation for, ISP-bound traffic.¹⁴

¹⁰ *Id.*, at 12-13.

¹¹ Alltel withdrew from the *RTCC/PTA Protest Proceeding* on January 26, 2006, after having received Core's direct and rebuttal written testimony, as well having submitted direct written testimony of its own. Hearings in the case were held February 21 and 22, 2006.

¹² *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, 16 FCC Rcd 9151 (2001) ("*ISP Remand Order*"), at ¶78 and note 149 ("This interim regime affects only the intercarrier compensation (i.e., the rates) applicable to the delivery of ISP-bound traffic. It does not alter carrier's other obligations under our Part 51 rules, 47 C.F.R. Part 51, or existing interconnection agreements, such as obligations to transport traffic to points of interconnection.")

¹³ *WorldCom v. FCC*, 288 F.3d 429, 434 ("Moreover, we do not decide petitioners' claims that the interim pricing limits imposed by the Commission are inadequately reasoned. *Because we can't yet know the legal basis for the Commission's ultimate rules*, or even what those rules may prove to be, we have no meaningful context in which to assess these explicitly transitional measures.") (Emphasis added).

¹⁴ See egs., Memorandum Opinion and Order, *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act...*, et al., CC Docket Nos. 00-218 et al. (rel. July 17, 2002) (preempting Virginia State Corporation Commission based on its refusal to arbitrate an ICA; and making multiple determinations on ISP-bound traffic in the context of a section 252 arbitration petition); Opinion and Order, *Petition of Global NAPs South, Inc. for Arbitration of Interconnection Rates, Terms and Conditions and Related Relief*, 1999 Pa. PUC LEXIS 58 (August 17, 1999) (ordering Verizon Pennsylvania to honor CLEC's section 252 opt-in request, and rejecting Verizon's arguments that CLEC's business plan called for focus on ISPs); *Petition of Core Communications, Inc. for Resolution of Dispute with Verizon Pennsylvania Inc. Pursuant to the Abbreviated Dispute Resolution Process*; Joint Petition of Nextlink Pennsylvania, Inc.; Opinion and Order, *Joint Petition of Nextlink Pennsylvania, Inc., et al.*, 1999 Pa. PUC LEXIS 63, at *297-313 (Sept. 30, 1999) (reaffirming policy to treat ISP-bound calls as local calls for compensation purposes); Clarification Order, *Joint Petition of Nextlink Pennsylvania, Inc., et al.*, 1999 Pa. PUC LEXIS 62, at *13 (Nov. 5, 1999) (rejecting RTCC's argument that rural telephone companies should be exempt for sending ISP-bound calls to CLECs within an EAS area); Opinion and Order,

46. As for VNXX traffic, the Commission has already assumed jurisdiction and adjudicated related issues, most recently in the *VNXX Generic Investigation Order*.¹⁵ Ironically, the very case Alltel cites to support its own substantive position on the treatment of VNXX calls stands primarily for the proposition that each state commission has broad jurisdiction over VNXX issues.¹⁶

47. Finally, Alltel's own ICA proposal—which served as the template for the parties' negotiations—unquestionably raises issues relating to ISP-bound traffic and VNXX practices.¹⁷ Even assuming *arguendo* that the Commission did not otherwise have jurisdiction over these issues (which jurisdiction it absolutely does have), Alltel and Core have in fact voluntarily and mutually engaged in negotiations over these same issues.¹⁸ The Commission certainly has authority to resolve any issue which the parties have voluntarily included within the scope of their negotiations. “[W]here the parties have *voluntarily included* in negotiations issues other than those duties required of an ILEC by § 251(b) and (c), those issues are subject to compulsory arbitration under § 252(b)(1).”¹⁹

Petition of Core Communications, Inc. for Resolution of Dispute with Verizon Pennsylvania, Inc. Pursuant to the Abbreviated Dispute Resolution Process, 2003 Pa. PUC LEXIS 21 (May 27, 2003)(resolving dispute between Core and Verizon regarding implementation of the ISP Remand Order).

¹⁵ Statement of Policy, *Generic Investigation Regarding Virtual NXX Codes*, Pa. P.U.C. Docket No. I-00020093 (Order entered Oct. 14, 2005).

¹⁶ See, Alltel Motion, at 12 and note 21 (citing to *Global NAPs v. Verizon New England*, No. 05-2657 (1st Cir., April 11, 2006)(“*Global NAPs*”). In *Global NAPs*, the First Circuit determined that the *ISP Remand Order* did not preempt state commissions from making determinations relative to VNXX practices. Slip op. at 37.

¹⁷ See, Core Petition, App. 4 (Alltel ICA Proposal) at Att. 12 (Compensation) §§1-3.

¹⁸ See *e.g.*, Core Petition, App. 13 (Core's Revised Redline) at Att. 12 (Compensation) §§1-4; App. 29 (email from Core to Alltel setting forth authorities in support of Core's position on ISP-bound traffic, VNXX issues, and other issues); App. 30 (email from Alltel to Core committing to provide additional clarification on “the compensation issues that were previously discussed.”); and App. 31 (email from Core to Alltel anticipating Alltel's clarification of its position with respect to implementation of the *ISP Remand Order*).

¹⁹ *Coserv, LLC v. Southwestern Bell Tel. Co.*, 350 F.3d 482, 487 (2003) (“*CoServ*”).

48. Alltel's plea to delay resolution of this proceeding, pending judicial review of the *Core Forbearance Order*²⁰ and a final order in the *Unified Intercarrier Compensation Proceeding*,²¹ is simply preposterous. Although resolution of either matter may indeed help to clarify the parties' respective intercarrier compensation rights and duties, neither matter is beholden to any specific timetable. Indeed each proceeding has proven to be remarkably long-lived, even by judicial and administrative agency standards.²² At any one time, almost every issue arising under the Act is in some stage of review, whether in the context of an FCC or state commission rulemaking, or judicial review of agency action. If Alltel's reasoning were adopted, the Commission would never be able to cleanly exercise its section 252 jurisdiction, conduct an ICA arbitration order, or provide the parties with clear guidance towards an ICA.

- **The Issue of the Rural Exemption In No Way Requires a Stay or Dismissal of Core's Petition**

49. Alltel also alleges that Core's Petition should be dismissed for procedural reasons, but Alltel is wrong.

50. Alltel is correct that the 251(f)(1)(B) Act states that once an RLEC is served with a bona fide request for interconnection, a state commission "must conduct an inquiry for the purpose of determining whether to terminate the (rural) exemption".

²⁰ Order, *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order*, 19 FCC Rcd 20179 at ¶¶ 9-10 (rel. Oct. 18, 2004) ("*Core Forbearance Order*"). In the *Core Forbearance Order*, the FCC forbore from application of the "growth cap" and "new market bar" provisions of the *ISP Remand Order*. Core challenged the order as untimely; and Bellsouth challenged the order on arbitrary and capricious rulemaking grounds. These issues are currently before the D.C. Circuit Court of Appeals in the case of *In re Core Communications, Inc.*, D.C. Circuit Court of Appeals Case No. 04-1368 *et al.*

²¹ Further Notice of Proposed Rulemaking, *Developing a Unified Intercarrier Compensation Regime*, FCC 05-33, CC Docket No. 01-92 (rel. Mar. 3, 2005).

²² Oral argument on the *Core Forbearance Order* was held October 27, 2005—over six months ago. The *Unified Intercarrier Compensation Proceeding* originated with an NPRM in April, 2001 (contemporaneous with the *ISP Remand Order*). An FNPRM was issued March 3, 2005.

51. The Pennsylvania Commission has acknowledged this duty, and established consolidated procedures for the resolution of the issues of competitive entry into the RLEC markets and for the issue of challenges to the rural exemption²³.
52. More recently, the Commission has stated that “moving forward, if a bona fide request for interconnection is disputed, the individual Petitioner’s will have the opportunity to offer evidence that the exemption is still necessary pursuant to the factors outlined in TA-96”,²⁴
53. Core’s August 17, 2005 Bona Fide Request for Interconnection with Alltel stated that Core was requesting that Alltel “promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Alltel’s duties under Communications Act of 1934, as amended, specifically Sections 251 and 252.....Please consider this letter a bona fide request for interconnection in connection with Core’s Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, Docket No. A-310922F0002.”²⁵
54. A copy of Core’s Bona Fide Request for Interconnection with Alltel was served on the Commission on August 22, 2005 with Core’s Amended Application to provide telecommunications services as a facilities based competitive local exchange carrier throughout the Commonwealth of Pennsylvania.
55. On January 12, 2006, Core provide the Commission with a status report on its interconnection negotiations with all of the RLECs, including Alltel.

²³ Implementation Order, at 12, 16

²⁴ Petition of Rural Incumbent Local Exchange Carriers for a 36-month Suspension of Interconnection Requirements Limited to Only Those Requirements Set Forth in 251(b)(1) and (c) of the Telecommunications Act of 1996., Docket No. P-00971177 (Order Entered January 15, 2003).

56. Alltel has never raised the issue of the rural exemption and has never offered evidence as to why the rural exemption should be maintained. In fact, on the January 18, 2006 conference call between the parties, a senior executive with Alltel stated unequivocally that Alltel does not take the position that it is protected from ICA negotiations by virtue of the protections available under section 251(f)(1).²⁶

57. Core has fulfilled all of the procedural requirements for seeking interconnection with Alltel, notifying the Commission of its intent to seek interconnection with Alltel, and petitioning the Commission for Arbitration of Interconnection Rates, Terms and Conditions. Alltel has never raised the defense of the rural exemption until now. To the extent that Alltel raised the defense of the rural exemption, such defense was abandoned when Alltel withdrew from the RTCC/PTA Protest proceeding. In addition, under *CoServ*, Alltel has voluntarily engaged in negotiations regarding implementation of section 251(c) of the Act, including an ICA proposal that addresses section 251(c) interconnection, collocation and unbundled network elements (UNEs).²⁷ Accordingly, these matters are now properly within the Commission's section 252 jurisdiction.²⁸ Furthermore, Alltel proposed inclusion of a specific proposal that would preserve Alltel's rights under section 251(f) of the Act, in case Alltel would later desire to pursue those rights.²⁹ This proposal absolutely demonstrates that Alltel's position—prior to its recent Motion—has been to “bake in” its section 251(f)(1) rights into the ICA, rather than using

²⁵ See, Appendix “1” to Core’s Petition for Arbitration.

²⁶ Alltel itself admits that it has negotiated based on the requirements of sections 251(c), and that it is subject to the substantive requirements set forth therein. Response of Alltel to Core’s Petition, at 14-15, ¶8 (Apr. 24, 2006).

²⁷ See, Appendix “4” to Core’s Petition for Arbitration (Alltel’s ICA Proposal), at Att. 4 (“Network Interconnection Architecture”), Att. 6 (“Unbundled Network Elements”), Att. 7 (“Physical Collocation”), and Att. 8 (“Virtual Collocation”).

²⁸ *CoServ*, 350 F.3d 482, at 487.

²⁹ See, Appendix “4” to Core’s Petition for Arbitration (Alltel’s ICA Proposal), at Att. 1 (General Terms and Conditions), at §18.1.

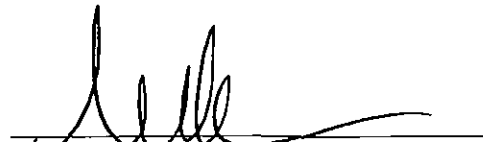
Motion—has been to “bake in” its section 251(f)(1) rights into the ICA, rather than using section 251(f)(1) to forestall or avoid an ICA.

58. Regardless, the rural exemption set forth in section 251(f)(1) only applies to interconnection obligations under section 251(c) of the Act, not 251(a), nor reciprocal compensation under section 251(b)(5).³¹ The rural exemption cannot be raised as a defense to interconnection under section 251(a) nor to reciprocal compensation under section 251(b)(5). Core specifically requested interconnection pursuant to entire Section 251, including subsections (a) and (b)(5), therefore, the issue of the rural exemption is moot.

WHEREFORE, for all of the reasons set forth above, Core Communications, Inc., respectfully requests that the Commission Deny the Motion of Alltel Pennsylvania, Inc. to Strike, Dismiss or Stay the Petition For Arbitration of Core Communications, Inc.

Respectfully submitted,

DATE: 5/4/06


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³¹ See, Opinion and Order, *Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration... with the Bentleyville Telephone Company, et al.*, Pa. P.U.C. Docket Nos. P-00021995 *et al.*, at 18-28 (discussion of ILECs' duties under section 251(a) and 251(b)(5) in relation to section 251(f)(1)).

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of May, 2006 copies of the foregoing document have been served, via hand delivery, 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.

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Holly Rachel Smith
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May 5, 2006

Honorable Judge David A. Salapa
Pennsylvania Public Utility Commission
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Harrisburg, PA 17105-3265

**Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates,
Terms and Conditions Pursuant to 47 U.S.C. § 252(b)
Docket No. A-310922 F7004**

Hon. Judge Salapa:

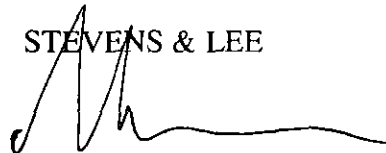
Enclosed please find Core Communications, Inc.'s Pre-Arbitration Conference Memorandum in the above referenced proceeding.

Copies have been served in accordance with the attached certificate of service. Please contact me if you have any questions.

**DOCUMENT
FOLDER**

Very truly yours,

STEVENS & LEE



Michael A. Gruin

PA PUC
SECRETARY'S BUREAU

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MEMORANDUM

MAG:toa
cc: Secretary James McNulty

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Williamsport • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Docket No.: A-310922F7004

Petition of Core Communications Inc. for :
Arbitration of Interconnection Rates, Terms :
and Conditions Pursuant to 47 U.S.C. :
§ 252(b) :

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**PRE-ARBITRATION CONFERENCE MEMORANDUM OF CORE
COMMUNICATIONS, INC.**

And Now, in accordance with 66 Pa. C.S.A. § 333 and the April 18, 2006 Pre-Arbitration Conference Order issued in this matter, Core Communications, Inc. ("Core") submits the following Memorandum:

A. Tentative Schedule:

Core agrees to the Tentative Schedule as outlined in Appendix A of the April 18, 2006 Pre-Arbitration Order.

B. Issues to Be Resolved:

The Issues to be resolved between the parties are set forth in Core's Consolidated Issues List, a copy of which is attached hereto.

C. Disputed Material Facts:

With the exception of certain issues raised by Alltel for the first time in its answer and accompanying motion (see attached Core's Consolidated Issues List, items 1 and 1c), the parties do not dispute any material facts. Core submits that the fact issues relating to Alltel's novel accusation that Core somehow misled Alltel concerning Core's business plan, are entirely irrelevant to this proceeding. Nonetheless, should the ALJ determine these issues are relevant, then material disputes of fact do exist. As for the issues that the parties actually negotiated, and

which are properly the focus of this proceeding, the entire factual foundation for the Arbitration is set forth at length in Core's Petition for Arbitration and Attachments thereto. Core's Petition included copies of all correspondence between the parties, and the entire history of negotiations between the parties. With respect to issues relating to the ICA and contract language, the parties' disputes relate to issues of law, not fact, and will be decided based on FCC and Commission precedent.

D. Stipulating to Uncontested Facts

Core is amenable to stipulating to as many uncontested facts as possible.

E. Scheduling of Hearings Confined to Disputed Material Facts

Core proposes the scope of the arbitration proceedings shall include all areas of dispute between the parties, not limited to the material facts in dispute, controlling legal authority relative to all aspects of the proposed Interconnection Agreements, and other legal authority relative to the application of any claimed rural exemptions. Core believes it may be necessary to hold hearings to take testimony from experts on certain of the disputed arbitration issues.

F. Determinations Regarding Evidence, Statements and Briefs

Core proposes that all evidence must be submitted under oath; all evidence should be pre-filed; preliminary documentary statements should be required; and memoranda and briefs will be necessary in this matter.

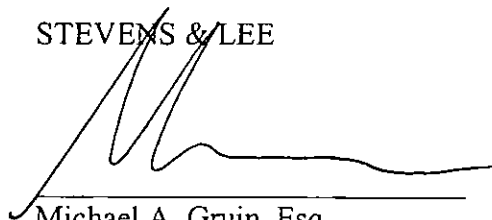
G. Other Matters

Core believes that Alltel's pending Motion to Strike or Dismiss should be disposed of quickly. Core also believes that the Joint Motion of the RTCC, PTA and Frontier Companies to Intervene should also be disposed of quickly. Core also believes that some limited discovery may be necessary.

Assuming that Alltel is permitted to now raise the rural exemption (a defense Alltel has waived and which is not properly at issue in this case), Core proposes that any issue raised by Alltel in this matter relative to the termination of the rural exemption under 251(f)(1) shall be heard in the context of this arbitration proceeding, without the necessity of opening an additional docket number to resolve that issue. Under the Commission's controlling Orders, Core provided the Commission and Alltel with proper notice that it would be seeking termination of the rural exemption and exercising its rights to seek interconnection with Alltel. Alltel did not raise the defense of the rural exemption until the filing of its Motion to Dismiss, even though Core and Alltel were engaged in extensive interconnection negotiations since the delivery of Core's bona fide request for interconnection in August of 2005. It is Core's position that the interests of efficiency would be served and the burden on all parties involved, including Commission staff, would be reduced if the issue of the termination of the rural exemption was heard in conjunction with the arbitration proceeding.

Respectfully Submitted:

STEVENS & LEE



Date: May 5, 2006

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CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of May, 2006, copies of the foregoing document have been served, via hand delivery, 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.

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May 1, 2006

James J. McNulty, Secretary
PA Public Utility Commission
Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

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

Dear Secretary McNulty:

Enclosed please find an original and three copies of the Consolidated List of Issues in accordance with the pre-arbitration order. The parties in this matter continue to negotiate and streamline the same. Thank you.

Very truly yours,

STEVENS & LEE


Michael A. Gruin

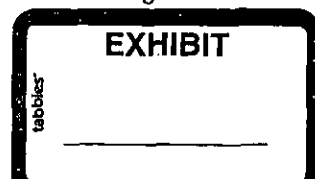
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Enclosures

cc: Certificate of Service

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ISSUES LIST FOR CORE/ALLTEL ARBITRATION

Issue 1	Alltel	Can the Commission require Alltel PA to arbitrate with Core pursuant to Section 252 of the Act, given that Core's application for CLEC authority is under protest and that Core is not seeking to provide local exchange service to end users in Alltel PA's territory?
Issue 1a	Core	Is Alltel entitled now to protest Core's application for CLEC authority in Alltel-Pennsylvania territory, and stay this arbitration proceeding, after having withdrawn its previous protest of Core's application?
Issue 1b	Core	Are the various issues Alltel raises concerning Core's business plan relevant at all to this arbitration proceeding?
Issue 1c	Core	Did Core ever mislead Alltel with respect to Core's business plan, considering that Alltel was a party to Core's application for CLEC authority in RTC areas?
Issue 1d	Core	Do the Parties' disputes relative to ISP-bound traffic compensation take this case outside of the Commission's jurisdiction?
Issue 1e	Core	Do the Parties' disputes relative to VNXX traffic compensation take this case outside of the Commission's jurisdiction?
Issue 1f	Core	Is Alltel entitled to now claim all of the protections available under section 251(f) of the Act, having previously disclaimed those protections during negotiations?
Issue 1g	Core	Is Alltel entitled to withdraw its collocation and UNE proposals, based on its own failure to provide Core with any Alltel-specific pricing relative to those services?
Issue 2	Core	Should the Liability and Indemnification provisions in the Agreement generally exclude Sections 251, 252, 258, and 271 of the Act?
Issue 3	Core	Should Alltel PA be permitted to require Core to pay a security deposit prior to Alltel PA providing service or processing orders and to increase said deposit if circumstances warrant or forfeit same in the event of breach by Core?
Issue 4	Core	Should Core be required to use OBF's industry standard billing dispute form as proposed by Alltel PA?
Issue 5	Core	Should the parties be required to pursue formal dispute resolution before the Commission and a commercial arbitrator, or should the agreement simply permit the parties to file for dispute resolution in the appropriate forum?
Issue 6	Core	Should Alltel PA be allowed to preserve in the Agreement its rights under section 251(f) of the Act?
Issue 7	Alltel	Should Alltel PA be forced to interconnect with Core at a distant point outside of Alltel PA's existing network contrary to Section 251(c)(2)(B) of the Act and without regard to Alltel PA's rights under Section 251(f)(1) of the Act?
Issue 7a	Core	Should the Parties be required to bear the cost to deliver originating interconnection traffic to one another at each other's designated switch location?

Issue 8	Core	Should Alltel PA be required to permit Core to sublease space from third parties collocated in Alltel PA's central office?
Issue 9	Core	Should Alltel PA be forced to interconnect with Core at a non-switch location where Alltel PA has sufficient existing facilities?
Issue 10	Core	Should Core be permitted to indirectly interconnect with Alltel PA without volume limitations that would necessitate direct interconnection?
Issue 11	Core	Should the Agreement contain language regarding payment to third-party tandem providers?
Issue 11a	Core	Should the Agreement require each Party to arrange and pay for third-party tandem services relative to its own originating traffic?
Issue 12	Alltel	Should intraLATA (nonlocal) traffic be rated as Section 251(b)(5) traffic or intraLATA toll traffic?
Issue 12a	Core	Should the agreement distinguish intraLATA toll from Section 251(b)(5) traffic based on the NPA-NXX of the calling and called parties?
Issue 13	Core	Should the parties be permitted to pass Automatic Number Identification ("ANI") in lieu of Calling Party Number ("CPN") data over the interconnection trunks?
Issue 14	Core	Does the FCC's <i>ISP Remand Order</i> interim compensation scheme apply to VNXX ISP-bound traffic?
Issue 15	Alltel	Should bill and keep apply to "local" traffic that is roughly balanced between the parties?
Issue 15a	Core	Should the Parties acknowledge that reciprocal compensation is due for Section 251(b)(5) Traffic, consistent with the Act and the FCC's rules?
Issue 16	Alltel	Does the FCC's <i>ISP Remand Order</i> govern intercarrier compensation for ISP-Bound Traffic, and is Alltel PA required to negotiate with Core under Section 251 of the Act with respect to ISP-bound traffic given Core's intent not to provide local exchange service to end users in Alltel PA's territory?
Issue 16a	Core	Has Alltel elected to adopt the interim compensation plan set forth in the <i>ISP Remand Order</i> , pursuant to paragraph 89 of that order?
Issue 16b	Core	Is Alltel excused from the election required under paragraph 89 on the basis of the <i>ISP Remand Order</i> 's "new markets" rule?
Issue 17	Alltel	Should Core obtain different NXX codes for each geographic area it seeks to serve?
Issue 17a	Core	Should Alltel or Core determine which NXX codes Core may apply for?
Issue 18	Alltel	Should Alltel's number portability attachment be included with the Agreement to establish the detailed processes for porting numbers between the parties?
Issue 18a	Core	Should each and every one of Alltel's number portability provisions be included in the Agreement?
Issue 19	Core	How should "ANI" be defined in the Agreement?
Issue 20	Core	How should "Exchange Services" be defined in the Agreement?
Issue 21	Core	How should "IntraLATA Toll Traffic" be defined in the Agreement?
Issue 22	Core	How should "Interconnection Point" be defined in the Agreement?
Issue 23	Core	How should "Section 251(b)(5) Traffic" be defined in the Agreement?

Issue 24	Alltel	Are the use of Verizon rates in an agreement between Core and Alltel appropriate or necessary?
Issue 24a	Core	What rates should apply to services provided under the Agreement, in the absence of Alltel-specific pricing?

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

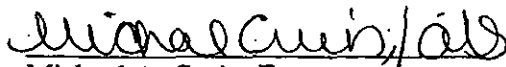
In re: Petition of :
CORE COMMUNICATIONS, INC. : **Docket No.: A-310922F7004**
for Arbitration of Interconnection Rates :
Terms and Conditions with Alltel :
Pennsylvania, Inc. :

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of May, 2006 copies of the foregoing List of Consolidated Issues have been served, via First Class Mail, postage prepaid, upon the persons listed below:

Honorable David A. Salapa
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Office of Administrative Law Judge
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May 5, 2006

ORIGINAL

James J. McNulty, Secretary
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Harrisburg, PA 17105-3265

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates,
Terms and Conditions with Alltel Pennsylvania, Inc., Pursuant to 47 U.S.C. §252(b)
Docket No. A-310922F7004

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of Alltel Pennsylvania, Inc.'s Pre-Arbitration Conference Memorandum. A Certificate of Service is attached.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 

D. Mark Thomas

DOCUMENT
FOLDER

2006 MAY -5 PM 4:12
PA PUB
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Enclosure

cc: Certificate of Service
Kimberly K. Bennett, Esquire (w/enclosure)
Cesar Caballero, Esquire (w/enclosure)

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ORIGINAL
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Honorable David A. Salapa
Administrative Law Judge, Presiding

Petition of Core Communications, Inc. :
for Arbitration of Interconnection Rates, :
Terms and Conditions with Alltel : Docket No. A-310922F7004
Pennsylvania, Inc., Pursuant to 47 :
U.S.C. §252(b) :

DOCKETED
OCT 23 2006

**ALTEL PENNSYLVANIA, INC.
PRE-ARBITRATION CONFERENCE MEMORANDUM**

**DOCUMENT
FOLDER**

NOW COMES, Alltel Pennsylvania, Inc. ("Alltel PA"), by its attorneys, and submits this Pre-Arbitration Conference Memorandum pursuant to Administrative Law Judge David A. Salapa's April 18, 2006 Pre-Arbitration Conference Order - Telephone Arbitration ("Pre-Arbitration Order") in the above-docketed proceeding:

PRELIMINARY STATEMENT

1. This is a proceeding initiated by Core Communications, Inc. ("Core"), through its filing of the above-referenced Arbitration Petition on March 30, 2006. On April 24, 2006, Alltel PA filed a Motion to Stay, Strike and/or Dismiss ("Motion to Stay") the Arbitration Petition. Alltel PA's Motion to Stay seeks a stay of this proceeding pending resolution of the issues raised before Administrative Law Judge Wayne L. Weismandel at Docket No. A-310922F0002, AmA ("Core CLEC Application Proceeding").¹ In the alternative, Alltel PA's Motion to Stay requests that the Core Arbitration Petition be dismissed and/or stricken in its entirety at a minimum until such

¹Application of Core Communications, Inc. for approval to amend its Certificate of Public Convenience to begin to offer, render, furnish or supply competitive local exchange telecommunications services to the public in this Commonwealth to expand Core Communications' operations to include the provisions of competitive residential and business local exchange telecommunications services throughout this Commonwealth.

time as Core receives authority to operate as a facilities-based competitive local exchange carrier ("CLEC") in Alltel PA's territory and the issues are resolved in the Core CLEC Application Proceeding.

2. The resolution of the issues in the Core CLEC Application Proceeding definitely will impact this proceeding. The issues are practically identical and include:

- (i) Whether the service for which Core seeks interconnection and arbitration constitutes a facilities-based CLEC service. The service in question is ISP-bound traffic from rural ILEC customers to Core's customers located outside of rural ILEC territory;
- (ii) Whether such service falls within this Commission's jurisdiction under Section 252 of the Telecommunications Act of 1996 ("TCA-96");² and
- (iii) Whether the service constitutes local exchange service subject to Section 251(b)(5)³ reciprocal compensation or constitutes interexchange service subject to intrastate access tariffs.

As stated in Alltel PA's Motion to Stay, the resolution of these issues will undeniably impact the ultimate resolution of this proceeding and the other Core proceedings involving all thirty-four (34) remaining rural local exchange carriers in Pennsylvania. Core, in fact, agreed to consolidate and stay all proceedings with the exception of the instant one. Core now seeks to adjudicate herein the very issues it agreed to stay in the other consolidated proceedings.⁴ At the very least, this proceeding should not continue until such time as Core demonstrates unequivocally that it has the intent and authority to and otherwise will provide facilities-based local service to end users in Alltel PA's territory. Without such proof and determination, the Commission is without jurisdiction to **arbitrate** this matter pursuant to Section 252 of the TCA-96, and Alltel

²47 U.S.C. §252.

³47 U.S.C. §§251(b)(5), (g).

⁴See Order Staying Proceeding of Administrative Law Judges Weismandel and Salapa dated March 6, 2006, at A-310922F0002.

PA is without obligation to negotiate interconnection with Core pursuant to Sections 251 and 252 of the TCA-96.

SCHEDULE

3. For all of the reasons set forth in Alltel PA's Motion to Stay as well as the RTCC and PTA joint motions likewise seeking a stay of this proceeding, this Commission cannot proceed with this case without severely prejudicing Alltel PA and all the other rural telephone companies for which a stay has been granted and agreed upon by Core. At a minimum, this proceeding should be stayed or dismissed until such time as Core is authorized to operate as a facilities-based CLEC in Alltel PA's territory and the issues are resolved in the Core CLEC Application Proceeding. As Core has not yet received such CLEC authority, there is no harm to Core as a result of a stay or dismissal since no resulting arbitrated agreement may be implemented or effective until Core finally secures such and until Core's rights and authority are decided. Under the circumstances, the Core Arbitration Petition subject to this proceeding likewise should be stayed or dismissed and a schedule not be established at this time. In the absence of such stay or dismissal, the proposed schedule attached as Appendix A to the Pre-Arbitration Order is too ambitious and denies the parties (specifically Alltel PA) the opportunity for a full and fair hearing and investigation of the many disputed facts and outstanding issues described herein and raised for the first time in Core's Arbitration Petition.

4. Consequently, in the absence of stay or dismissal, Judge Salapa's proposed schedule should be modified. Alltel PA recently participated in an arbitration before Judge Weisman at Docket No. A-310489F7004 and believes that the same

procedural process followed therein⁵ be afforded to the parties in this proceeding as set forth below.⁶ Therefore, Alltel PA recommends the following schedule:

Pre-Arbitration Conference	May 10, 2006
Status Report (filed and served)	May 15, 2006
Written Direct Testimony of Parties Served (not filed)	May 24, 2006
Written Reply Testimony of Parties Served (not filed)	June 5, 2006
Initial Offers (filed and served)	June 9, 2006
Arbitration Conference Sessions	June 14-16, 2006
Main Briefs and Final Best Offers (filed and served)	June 30, 2006
Reply Briefs (filed and served)	July 6, 2006
Recommended Decision Issued	July 14, 2006
Exceptions Due	July 24, 2006
Reply Exceptions Due	July 31, 2006
Commission Session	August 17, 2006

Alltel PA recognizes that this proposed schedule cannot be implemented within the statutory time limitation.⁷ Therefore, Alltel PA respectfully requests that the parties agree to a 31-day extension of the Commission's arbitration procedural time line should this proceeding not be stayed or dismissed to permit a reasonable and thorough schedule to be implemented. This proposed schedule is necessary to afford the parties a more reasonable opportunity to present their positions on the issues and investigate all underlying facts. Further, whatever schedule is adopted may have to be abandoned to permit the parties a full opportunity to address the impact of the resolution of the Core CLEC Application Proceeding.

DISCOVERY

5. Discovery is essential in this matter in part to establish the threshold issue of whether this proceeding properly may be considered an arbitration giving rise

⁵See Arbitration Proceeding Order dated January 8, 2004, Docket No. A-310489F7004 (Attachment A hereto).

⁶Additionally, consistent with the Commission's prior decision to permit discovery in an arbitration (see, e.g., Docket No. A-310489), the discovery schedule discussed in paragraph 5 should be adopted.

⁷The 9-month time limitation in Section 252(b)(4)(C) expires on July 19, 2006.

to the Commission's jurisdiction pursuant to Section 252 of the TCA-96. In order to make discovery compatible with the proposed schedule in Paragraph 4, Alltel PA recommends the discovery schedule proposed in Attachment B hereto be adopted. Further, in light of the limited time period to resolve this proceeding, Alltel PA requests that the record in the Core CLEC Application Proceeding be incorporated by reference into the record in this proceeding and that the parties be permitted to utilize Core's discovery responses provided at Docket No. A-310922F0002, AmA subject to the Protective Order proposed in Paragraph 12 herein. Such adoption and utilization of discovery may minimize the amount of additional discovery that is necessary in this proceeding and ease associated document production burdens on Core.

ISSUES

6. Alltel PA on May 1, 2006, filed a consolidated list of issues, a copy of which is included herewith as Attachment C. Prior to the submission of the issues list, Alltel PA endeavored to submit a joint issues list with Core, but the parties were unable to agree upon the wording, presentation and ownership of the issues. Accordingly, Alltel PA's proposed schedule includes the presentation of a Status Report to permit the parties a further opportunity to resolve the issues or to submit a report setting forth their differences.⁸

MATERIAL AND UNCONTESTED FACTS

7. Attachment D hereto includes Alltel PA's proposed uncontested and contested material facts. Alltel PA respectfully reserves the right to amend this list, as necessary, as the proceeding progresses.

⁸The ultimate list of issues will be impacted by the Commission's final order in the Core CLEC Application Proceeding.

8. As to uncontested facts, to the parties have not yet coordinated with respect to and reached final agreement on the facts thereon. However, the primary uncontested facts that Alltel PA believes should be recognized are that Alltel PA is an incumbent local exchange carrier and a rural telephone company as defined under Section 3(47) of TCA-96.⁹

OTHER MATTERS

9. Statements of testimony should be pre-filed and submitted under oath since material and critical facts are at issue. Further, consistent with the proposed schedule as set forth above, Alltel PA believes that legal briefs are necessary.

10. Alltel PA reserves the right to present opening statements at any hearing on these matters.

11. With respect to further procedural issues, Alltel PA respectfully submits that rulings on the pending Motions to Stay/Dismiss and for Limited Intervention herein be granted as expeditiously as practical to prevent further harm to the respective moving parties.

⁹47 U.S.C. §153(47).

12. Alltel PA notifies the Administrative Law Judge that a Protective Order has not been agreed upon by the parties at this time. However, Alltel PA proposes entry of a similar Procedural Order agreed upon by the parties at Docket No. A-310922F0002, Am-A, a copy of which is included herewith as Attachment E, as amended to permit Alltel PA representatives to have access to all discovery responses at both Docket No. A-310922F0002, AmA, and Docket No. A-310922F7004 subject to the terms of the Protective Order.

Respectfully submitted,

ALLTEL PENNSYLVANIA, INC.



Patricia Armstrong
Holly Rachel Smith
D. Mark Thomas
Kimberly K. Bennett
Cesar Caballero

Attorneys for the
Alltel Pennsylvania, Inc.

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(501) 905-6074

Dated: May 5, 2006

API Pre-Arbitration Conference Memorandum.doc

Attachment A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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Petition of Cellco Partnership d/b/a Verizon	:	
Wireless For Arbitration Pursuant to	:	
Section 252 Of the Telecommunications	:	A-310489F7004
Act of 1996 to Establish an Interconnection	:	
Agreement With ALLTEL Pennsylvania, Inc.	:	

ARBITRATION PROCEEDING ORDER

A Prehearing Conference was held before Chief Administrative Law Judge Robert A. Christianson in the above-captioned case on January 6, 2004. Present were petitioner Cellco Partnership d/b/a Verizon Wireless (Cellco) and ALLTEL Pennsylvania, Inc. (ALLTEL). The Pennsylvania Public Utility Commission (Commission) Office of Trial Staff (OTS), the Office of Consumer Advocate (OCA), and the Office of Small Business Advocate (OSBA) did not participate.

In accordance with the Prehearing Conference Order of Administrative Law Judge Marlane R. Chestnut dated December 16, 2003, (served on Cellco, ALLTEL, OTS, OCA, and OSBA) Cellco and ALLTEL submitted Prehearing Conference memoranda prior to the Prehearing Conference.

This Order addresses the procedural matters for this case.

I. Motions for admission *Pro Hac Vice*, if not defective on their face, will be deemed granted if not objected to within one business day after filing and serving. If objected to, such pleadings will be addressed by order.

2. Pursuant to 52 Pa. Code §5.342(d), the Commission's regulations relating to discovery are modified as follows. It should be noted that when an interrogatory is served on a Friday or the day before a holiday, the appropriate period is deemed to start on the next business day.

a) The response period for replying to written interrogatories is three calendar days.

b) Objections to interrogatories are to be communicated orally to the propounder of the interrogatory within one business day of receipt of the interrogatory and in writing within twenty-four hours thereafter.

c) Motions to dismiss objections and to compel responses shall be filed and served within three business days of receipt of the written objections. Answers to such motions shall be filed within two business days after filing an serving of the motion. Copies of both Motions to compel and of Answers thereto shall be sent to me via e-mail (wweismande@state.pa.us) at the time of filing.

d) Interrogatories which are objected to but which are not made the subject of a timely motion to compel will be deemed withdrawn.

e) Pursuant to 52 Pa. Code §5.341(b), neither interrogatories nor responses are to be filed with the Commission or served on the presiding officer, although a certificate of service may be filed with the Commission's Secretary.

The parties are expected to resolve discovery issues among themselves. Motions to compel should be filed only after such efforts have failed. Interrogatories are to be provided electronically as well as on paper. In addition, the participants are urged to use alternative means of discovery such as discovery conferences or depositions.

3. All scheduled submissions, whether required to be both filed and served or merely served, shall be accomplished electronically on the due date with hard-copy to follow via overnight delivery.

4. The following schedule is adopted for the remainder of this proceeding:
Status Report on issues and Proceeding (filed and served) January 15, 2004.

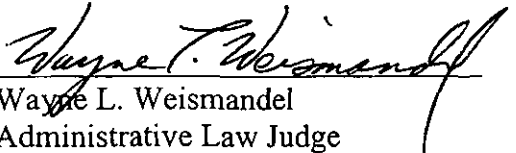
Written Direct Testimony served (not filed)	January 22, 2004.
Written Reply Testimony served (not filed)	February 2, 2004.
Initial offers ¹ (filed and served)	February 6, 2004.
Arbitration conference sessions	February 10 and 11, 2004.
Main Briefs and final best offers ² (filed and served)	February 24, 2004.
Reply Briefs (filed and served)	March 2, 2004.
Recommended Decision issued	March 30, 2004.

5. All statements and affidavits must identify the issue(s) addressed. Exhibits should be properly premarked for identification purposes. In Main and Reply Briefs the discussion of each issue must be concluded by a one-sentence summary of the participant's position on that issue.

6. All Arbitration conference sessions will be held in Hearing Room #1, Commonwealth Keystone Building, Harrisburg, Pennsylvania, and will begin each day at 10:00 a.m., unless changed by the presiding officer.

7. If necessary, the parties are directed to prepare an appropriate protective order for my approval and execution.

Date: January 8, 2004


 Wayne L. Weismandel
 Administrative Law Judge

¹ These offers are to contain each participant's position on each outstanding issue, in the order of final issues presented in the Status Report due on January 15, 2004. They are to include whatever statements, affidavits, exhibits, or documents the participant believes should be included in the record for resolution of each issue.

² Final best offers must separately address each unresolved issue and should be in a document separate from the Main Brief. In addition to written copies, Final best offers, Main and Reply Briefs must be provided to the presiding officer on computer disk in Microsoft Word 2000 (or a compatible program).

Attachment B

Alltel Pennsylvania, Inc. Proposed Discovery Schedule

Discovery Requests	May 10, 2006
Objections to Discovery Requests	May 15, 2006
Responses to Discovery Requests	May 19, 2006

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Attachment C

ISSUES LIST FOR CORE/ALLTEL ARBITRATION

Issue 1	Alltel	Can the Commission require Alltel PA to arbitrate with Core pursuant to Section 252 of the Act, given that Core's application for CLEC authority is under protest and that Core is not seeking to provide local exchange service to end users in Alltel PA's territory?
Issue 2	Core	Should the Liability and Indemnification provisions in the Agreement generally exclude Sections 251, 252, 258, and 271 of the Act without defining specific actions or behaviors giving rise to a party's liability thereunder and without explanation as to how the sections apply to Alltel PA or under these circumstances?
Issue 3	Core	Should Alltel PA be permitted to require Core to pay a security deposit prior to Alltel PA providing service or processing orders and to increase said deposit if circumstances warrant or forfeit same in the event of breach by Core?
Issue 4	Core	Should Core be required to use OBF's industry standard billing dispute form as proposed by Alltel PA?
Issue 5	Core	Should the parties have the option to pursue formal dispute resolution before the Commission and a commercial arbitrator?
Issue 6	Core	Should Alltel PA be allowed to preserve in the Agreement its rights under section 251(f) of the Act?
Issue 7	Core	Should Alltel PA be forced to interconnect with Core at a distant point outside of Alltel PA's existing network contrary to Section 251(c)(2)(B) of the Act and without regard to Alltel PA's rights under Section 251(f)(1) of the Act?
Issue 8	Core	Should Alltel PA be required to permit, and is it within the Commission's jurisdiction under Section 252 of the Act to require Alltel PA to permit, Core to sublease space from third parties collocated in Alltel PA's central office in violation of Alltel PA's contracts with third parties?
Issue 9	Core	Should Alltel PA be forced to interconnect with Core at a non-switch location where Alltel PA does not have any or sufficient facilities?
Issue 10	Core	Should Core be permitted to indirectly interconnect with Alltel PA without volume limitations that would necessitate direct interconnection?
Issue 11	Core	Should the Agreement contain language regarding payment to third-party tandem providers?
Issue 12	Core	Should intraLATA (nonlocal) traffic be rated as Section 251(b)(5) traffic or intraLATA toll traffic?
Issue 13	Core	Should the parties be required to pass Automatic Number Identification ("ANI") instead of the more accurate and industry standard Calling Party Number ("CPN") data to one another over the interconnection trunks?
Issue 14	Core	Does the FCC's <i>ISP Remand Order</i> interim compensation scheme apply to VNXX ISP-bound traffic?
Issue 15	Core	Should bill and keep apply to "local" traffic that is roughly balanced between the parties?
Issue 16	Core	Does the FCC's <i>ISP Remand Order</i> govern intercarrier compensation for ISP-Bound Traffic, and is Alltel PA

		required to negotiate with Core under Section 251 of the Act with respect to ISP-bound traffic given Core's intent not to provide local exchange service to end users in Alltel PA's territory?
Issue 17	Core	Should Core obtain different NXX codes for each geographic area it seeks to serve?
Issue 18	Core	Should Alltel's number portability attachment be included with the Agreement to establish the detailed processes for porting numbers between the parties?
Issue 19	Core	How should "ANI" be defined in the Agreement?
Issue 20	Core	How should "Exchange Services" be defined in the Agreement?
Issue 21	Core	How should "IntraLATA Toll Traffic" be defined in the Agreement?
Issue 22	Core	How should "Interconnection Point" be defined in the Agreement?
Issue 23	Core	How should "Section 251(b)(5) Traffic" be defined in the Agreement?
Issue 24	Core	Are the use of Verizon rates in an agreement between Core and Alltel appropriate or necessary?

Attachment D

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Alltel PA's Proposed Contested Facts:

1. Core is not a telecommunications carrier in Alltel PA's territory.
2. Core does not offer any telecommunications service.
3. Core has no facilities in Alltel PA's territory.
4. Core does not intend to deploy facilities in Alltel PA's territory.
5. Core currently does not provide facilities-based local service to end users in Alltel PA's territory.
6. Core does not intend to provide facilities-based local service to end users in Alltel PA's territory.
7. Core does not intend to provide any service in Alltel PA's territory that may be certified as local exchange service.
8. Core does not provide and has no intention of providing a service in Alltel PA's territory that initiates the Commission's arbitration authority under Section 252 of the Act.
9. Core does not provide and has no intention of providing a service that initiates any obligation by Alltel PA to negotiate interconnection pursuant to Sections 251 and 252 of the Act.
10. Core intends to provide only ISP service or to act as an aggregator of ISP-bound traffic in Alltel PA's territory.
11. Core's ISP service is an interexchange service.
12. Core does not provide facilities-based local service in Sprint or Verizon territory.
13. Core is not authorized to provide and does not provide facilities-based local service to end users in the territory of any rural telephone carrier in Pennsylvania.
14. Core does not intend to provide local service to any end user in Pennsylvania.
15. Core's correspondence on August 17, 2005, January 19, 2006, and February 24, 2006 are not bona fide requests for interconnection pursuant to Section 251 and 252 of the Act.
16. Core's letter on August 17, 2005 to Alltel PA states that Core sought interconnection in connection with Core's "expansion of local exchange telecommunications service authority throughout the Commonwealth."

32. Throughout the parties' negotiations, Core did not represent to Alltel PA that Core intended to deploy loop facilities in Alltel PA's territory.
33. Core does not intend to deploy loop facilities in Alltel PA's territory.
34. Core does not intend to deploy fiber in Alltel PA's territory.
35. Core's Arbitration Petition did not request direct interconnection with Alltel PA.
36. Core did not define a point of interconnection within Alltel PA's territory.
37. Core is seeking only indirect interconnection with Alltel PA through a third-party tandem.
38. Indirect interconnection is intended for parties to exchange smaller volumes of traffic.
39. Carriers establish traffic thresholds so that the carriers deploy the most efficient network arrangement to ensure customer service is not negatively impacted.
40. High indirect interconnection traffic volumes may result in traffic congestion and cause end users to incur a "fast busy" signal.
41. Indirect interconnection is typically subject to volume thresholds that limit the number of minutes permitted under an indirect interconnection arrangement before mandating a direct interconnection arrangement.
42. Core's indirect interconnection proposal would result in Alltel PA bearing the costs to transport Core's ISP traffic.
43. Core will not originate traffic to Alltel PA.
44. Core only will terminate traffic to Alltel PA.
45. Core does not maintain and is not seeking to install any switching facilities in Alltel PA's territory.
46. Core will not provide facilities-based local service to end users in Alltel PA's territory.
47. The telephone number that Core provided in its local exchange tariff for end users to call to initiate service directed callers to a recorded female voice encouraging callers to dial a second number. The second number did not provide callers with an opportunity order local phone service from Core, but instead advertised "dial-a-porn" services.

48. Core does not have any established process through which end users in Pennsylvania, including in Alltel PA's territory can subscribe to local service from Core.
49. Core does not provide 911 service to any end user in Pennsylvania, including Alltel PA's territory.
50. Core does provide end users access to the interexchange carrier of their choice.
51. Core does not provide end users with dial-tone.
52. Core does not provide end users with 1+ dialing.
53. Core does not provide end users with operator service.
54. Core does not provide facilities-based local service to any end user in Pennsylvania.
55. RTCC and PTA are seeking dismissal of Core's CLEC application based on evidence that demonstrates that Core intends only to be an aggregator of ISP-bound traffic which service does not qualify for facilities-based CLEC certification.
56. Core will provide only interexchange ISP service in Alltel PA's territory.
57. Core's Arbitration Petition sets forth Core's intent to employ virtual numbers ("VNXX") to provide ISP services in Alltel PA's territory.
58. Core did not propose VNXX language during the parties' negotiations.
59. During the course of their negotiations, Core and Alltel PA did not discuss VNXX issues.
60. Core's use of VNXX would allow it to provide ISP services with the appearance of local numbers in Alltel PA's territory.
61. Use of VNXX by a carrier in Alltel PA's territory results in Alltel PA transporting the carrier's traffic to distant points of the carrier's choosing outside of Alltel PA's service area.
62. By definition, VNXX is interexchange traffic subject to FCC jurisdiction and exempt from Sections 251 and 252 of the Act.
63. Core proposes that Alltel PA deploy facilities outside of Alltel PA's service area as necessary to accommodate Core's terminating traffic volumes.
64. Core seeks reciprocal compensation for its non-local ISP-bound traffic.

65. Reciprocal compensation applies only to local traffic.
66. The FCC's ISP Remand Order did not conclude that Section 251(b)(5) reciprocal compensation applies to ISP-bound traffic.
67. Interexchange ISP service is excluded from Sections 251(c)(2) and 251(b)(5) of the Act.
68. The Commission does not have jurisdiction over interstate interexchange services.
69. The compensation regime applicable to ISP-bound traffic is not well settled.
70. The Core Forbearance Order is on appeal before the District of Columbia Court of Appeals and involves the compensation regime applicable to local ISP-bound traffic.
71. The FCC's pending Intercarrier Compensation Proceeding is considering the compensation regime for various types of traffic including ISP-bound traffic.
72. Alltel PA's intrastate access tariff applies to originating access charges for intrastate interexchange services.
73. Alltel PA did not provide Core with its position with respect to the FCC's ISP Remand Order prior to Core filing its Arbitration Petition and was reviewing same when Core filed its Arbitration Petition.
74. Alltel PA did not provide Core with its proposal with respect to intercarrier compensation prior to Core filing its Arbitration Petition and was preparing same when Core filed its Arbitration Petition.
75. Core ceased communications with Alltel PA's negotiators at the time Core filed its Arbitration Petition.
76. Core's consolidated arbitration proceeding against RTCC, PTA, and Frontier companies involves substantially similar issues to those at issue in the Alltel PA proceeding.
77. Core is attempting to adjudicate the same issues in this pending proceeding against Alltel PA that it agreed to stay with the RTCC, PTA, and Frontier companies.
78. Addressing the issues in this proceeding presents a risk of inconsistent decisions between the instant proceeding and the stayed RTCC, PTA, and Frontier companies' consolidated arbitration proceeding and Core's pending facilities-based CLEC application proceedings.

79. Any determination by the Commission that Core should not be authorized to operate as a facilities-based CLEC in Alltel PA's territory directly impacts a decision in this proceeding with respect to Core's Arbitration Petition.
80. Alltel PA filed a Motion to Stay and for Record Incorporation in Core's pending CLEC application proceeding in Alltel PA's territory.
81. Alltel PA never at any point in the parties' negotiations waived its right to assert its rural exemption.
82. At all times, Alltel PA has expressly reserved its rights pursuant to Section 251(f) of the Act.
83. At the time that Core filed its CLEC Application with respect to Alltel PA's territory, Core did not file any interconnection request raising the termination of Alltel PA's rural exemption under Section 251(f)(1)(A) of the Act.
84. Alltel PA advised Core that Alltel PA would not extend facilities outside its serving territory.
85. Alltel PA advised Core that Alltel PA's policy is to require interconnection at Alltel PA end offices and tandems.
86. Section 271 of the Act does not apply to Alltel PA.
87. A company's prior payment history is a reasonable indication of its ability or willingness to timely and fully pay its bills for service.
88. Companies frequently require payment of a security deposit prior to providing service.
89. Alltel PA has reason to doubt Core's ability to timely and fully pay for any services provisioned by Alltel PA.
90. Alltel uses the billing dispute form of the Ordering & Billing Forum ("OBF").
91. OBF's billing dispute form is an industry standard form.
92. Data required on OBF's billing dispute form is available from a customer's bill or customer service record.
93. Section 252(b)(2) of the Act contains the following language: "DUTY OF PETITIONER
 - (A) A party that petitions a State commission under paragraph (1) shall, at the same time as it submits the petition, provide the State commission all relevant documentation concerning—
 - i) the unresolved issues

- ii) the position of each of the parties with regards to those issues; and
- iii) any other issue discussed and resolved by the parties”

94. Alltel PA’s interconnection obligations and responsibilities under the Act do not extend beyond Alltel PA’s network and service areas.

95. Alltel PA’s existing interconnection agreements with CLECs in Pennsylvania explicitly preclude those CLECs from subleasing their collocation space.

96. Alltel PA does not collocate at another ILEC’s central office or tandem office.

97. Alltel PA does not have any “carrier hotels.”

98. Interconnection at a “carrier hotel” is not an interconnection method available to Core in Core’s interconnection agreement with Verizon.

99. Core has not explained its opposition to Section 3.4 with respect to VoIP traffic.

100. The billing number, or Automatic Number Identification (“ANI”), is a number associated with the circuit or facility utilized in transporting the call and does not reflect the actual number that originated the call.

101. Use of ANI allows an originating party to avoid access compensation.

102. ANI was not included in Alltel PA’s template interconnection agreement and was proposed by Core.

103. Unlike ANI, use of Calling Party Number (“CPN”) reveals the originating phone number associated with the caller instead of a default number associated with the facility used to deliver the call.

104. Deployment of SS7 signaling ensures provision of CPN and accurate Caller ID.

105. In its interconnection agreement with Verizon, Core agreed to use CPN, and not ANI and agreed to utilize only SS7 signaling.

106. Use of NPA-NXXs determines the geographic location of each party’s customer and the appropriate rate to be charged.

107. Use of NPA-NXXs is standard within the industry.

108. Existing FCC rules for compensation are based on the geographic location of the end users initiating and receiving the call.

109. Use of the same NPA-NXX in different locations allows a carrier to mask the true location of its customers and avoid lawful compensation.
110. Alltel PA's proposed Number Portability attachment established in part each party's responsibility for working with local E911 and PSAP coordinators.
111. Core did not respond to Alltel PA's last proposal to modify 2.3, 2.5, 4.1, and 4.3 of the Number Portability Attachment 14.
112. Exchange service is not a defined term in the Act but is used in FCC's rules.
113. Core deleted the proposed definition of "exchange services."
114. Core's deletion of the term "exchange services" indicates Core's intent not to exchange two-way switched voice grade telecommunications services.
115. Alltel PA's proposed definition of Section 251(b)(5) Traffic is consistent with 51 C.F.R. §§701(b)(1).
116. All of Alltel PA's local service areas are listed in Alltel PA's Local Exchange Tariff and have been approved by the Commission.
117. Core proposed Verizon rates for reciprocal compensation, entrance facilities for interconnection, exchange access, and tandem transit. – NO, WAS MAKING THE POINT THAT CORE DID NOT PROPOSE VZ RATES FOR UNES OR COLLO.
118. Rates for entrance facilities are set forth in Alltel PA's access tariff and are approved by the FCC and the Commission.
119. With respect to General Terms and Conditions, Alltel PA agreed to Core's proposals in 7.3(a), (b), (c), and (f).
120. With respect to General Terms and Conditions, Core agreed to remove its proposed subsection 7.3(e); Core did not propose language including Section 207 or 208 of the Act.
121. With respect to dispute resolution, the same language appears in Alltel PA's template Attachment 2 Resale, and Core did not oppose the language.
122. On January 18, 2006, Core representative stated that Core was an ISP provider focused on rural territories because "that's where the money is."
123. Core agreed to utilize the geographic end points of a call to determine the jurisdiction of the call in its interconnection agreement with Verizon.

124. Section 251(c)(2)(B) of the Act contains the following language:
“INTERCONNECTION.—The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier’s network –at any technically feasible point within the carrier’s network.”
125. All of Core’s statements made under oath before this Commission in Docket No. A-310922F0002, AmA with respect to Core’s intent to provide facilities-based local exchange service in the territories of Pennsylvania’s rural telephone companies are relevant to the matters pending before the Commission in the instant proceeding.
126. All of Core’s discovery responses submitted in Docket No. A-310922F0002, AmA with respect to Core’s intent to provide facilities-based local exchange service in the territories of Pennsylvania’s rural telephone companies are relevant to the matters pending before the Commission in the instant proceeding.

Alltel PA's Proposed Uncontested Facts:

1. Core is not certificated to provide facilities-based local service to end users in Alltel PA's territory.
2. Recipients of facilities-based CLEC authority in Pennsylvania are required to provide facilities-based local exchange services in the territory for which authority was granted.
3. Core amended its application for CLEC authority in the rural telephone company territories to limit its certification request to facilities-based CLEC authority.
4. Alltel PA is an ILEC and is certified to provide local exchange service in Pennsylvania.
5. Alltel PA is a rural telephone company.
6. Rural telephone companies comprising the Rural Telephone Company Coalition ("RTCC") and other rural member companies of the Pennsylvania Telephone Association ("PTA") oppose Core's application for authority to operate as a facilities-based CLEC in their territories.
7. Frontier Communications of Breezewood Inc., Frontier Communications of Canton Inc., Frontier Communications of Pennsylvania Inc., Frontier Communications of Lakewood Inc., and Frontier Communications of Oswayo River Inc. ("Frontier Companies") did not initially oppose Core's application for authority to operate as a facilities-based CLEC in their territories.
8. Alltel PA withdrew its initial opposition to Core's application for authority to operate as a facilities-based CLEC in Alltel PA's territory on January 26, 2006.
9. January 26, 2006 is prior to Core agreeing on March 2, 2006 to stay the RTCC, PTA, and Frontier companies' consolidated proceeding.
10. January 26, 2006 is after December 16, 2005, the date on which Core notified Alltel PA of Core's agreement to accept Alltel PA's proposed UNE and collocation terms.
11. Alltel PA currently opposes Core's application for authority to operate as a facilities-based CLEC service in Alltel PA's territory.
12. Core filed arbitrations against the RTCC, PTA companies and Frontier Companies at Docket Nos. A-310922F7003, A-310922F7005, A-310922F7006, A-310922F7007, A-310922F7009, A-310922F7010, A-310922F7011, A-310922F7012, A-310922F7013, A-310922F7014, A-310922F7015, A-310922F7016, A-310922F7018, A-310922F7020, A-

310922F7021, A-310922F7022, A-310922F7023, A-310922F7024, A-310922F7025, A-310922F7026, A-310922F7027, A-310922F7028, A-310922F7029, A-310922F7030, A-310922F7031, A-310922F7032, A-310922F7033, A-310922F7034, A-310922F7035, A-310922F7036, A-310922F7037, and A-310922F7038.

13. On March 2, 2006, Core, RTCC, the PTA companies, and the Frontier Companies filed a Joint Uncontested Motion to Stay of Proceedings and Approval of Stipulation agreeing to consolidate the arbitrations into one proceeding and requesting stay of the proceeding pending the issuance of a final order in Core's CLEC application proceeding.
14. The consolidated arbitration proceeding of the RTCC, PTA, and Frontier companies with Core were in fact stayed on March 6, 2006.
15. The consolidated arbitration proceeding of the RTCC, PTA, and Frontier Companies with Core involved issues primarily related to reciprocal compensation for non-local ISP-bound traffic.
16. Core's Arbitration Petition filed against Alltel PA identified issues primarily related to reciprocal compensation for non-local ISP-bound traffic.
17. As of May 5, 2006, Core has refused to stay the instant proceeding against Alltel PA.
18. Arbitration/litigation will involve considerable time and resources on the part of the Commission, Core, and Alltel PA.
19. Expenditure of considerable time and resources was one reason why Core agreed to stay the consolidated RTCC, PTA, and Frontier companies' consolidated arbitration proceeding.
20. No arbitrated agreement between the RTCC, PTA, and Frontier companies can be implemented or effective until such time as Core obtains authority to operate as a facilities-based CLEC in the companies' territories, and this was one reason why Core agreed to stay the consolidated arbitration proceeding with the RTCC, PTA, and Frontier companies until such time as a final order was issued in Core's CLEC Application proceeding.
21. Addressing separately the similar issues in the RTCC, PTA, and Frontier companies' various arbitration proceedings was one reason why Core agreed to consolidate the proceedings.
22. Any resulting arbitrated agreement between Alltel PA and Core cannot be implemented or effective until such time as Core obtains authority to operate as a facilities-based CLEC in Alltel PA's territory.

Attachment E

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. :
for Arbitration of Interconnection Rates, :
Terms and Conditions with Alltel : Docket No. A-310922F7004
Pennsylvania, Inc., Pursuant to 47 :
U.S.C. §252(b) :

2006 MAY -5 PM 4:13
SECRETARY'S BUREAU

PROTECTIVE ORDER

IT IS ORDERED THAT:

1. This Protective Order, submitted by Alltel Pennsylvania, Inc. ("Alltel")¹ and agreed to by the parties to the instant proceeding, is hereby granted with respect to all materials and information identified at Paragraph 2 of this Protective Order which are filed with the Pennsylvania Public Utility Commission ("Commission"), produced in discovery, or otherwise presented during these proceedings. All persons now and hereafter granted access to the materials and information identified in Paragraph 2 of this Protective Order shall use and disclose such information only in accordance with this Order.

2. The materials subject to this Order are all correspondence, documents, data, information, studies, methodologies and other materials which a party or an affiliate of a party furnishes in this proceeding pursuant to Commission rules and regulations, discovery procedures or cross-examination or provides as a courtesy to a party to this proceeding, which are claimed to be of a proprietary or confidential nature and which are designated "PROPRIETARY INFORMATION" (hereinafter collectively referred to as "Proprietary Information").

¹For the purpose of this Protective Order, Alltel should also include Alltel Communications, Inc.

In addition, the parties may designate extremely sensitive Proprietary Information as "HIGHLY CONFIDENTIAL" (hereinafter referred to as "Highly Confidential Information") and thus secure the additional protections set forth in this Order pertaining to such material. Such "HIGHLY CONFIDENTIAL" information shall be only such Proprietary Information that constitutes or describes the producing party's marketing plans, competitive strategies, market share projections, marketing materials that have not yet been used, customer-identifying information, or customer prospects for services that are subject to competition.

3. The materials subject to this Order also include all materials and information identified at Paragraph 2 of this Protective Order that were marked as "PROPRIETARY INFORMATION" and "HIGHLY CONFIDENTIAL" in the pending Core application proceeding at Docket No. A-310922F0002, AmA.

4. Proprietary Information and Highly Confidential Information shall be made available to the Commission and its Staff for use in this proceeding. For purposes of filing, to the extent that Proprietary Information is placed in the Commission's report folders, such information shall be handled in accordance with routine Commission procedures inasmuch as the report folders are not subject to public disclosure. To the extent that Proprietary Information or Highly Confidential Information is placed in the Commission's testimony or document folders, such information shall be bound separately, conspicuously marked, and accompanied by a copy of this Order. Public inspection of Proprietary Information and Highly Confidential Information shall be permitted only in accordance with this Protective Order.

5. Proprietary Information and Highly Confidential Information shall be made available to a party hereto pursuant to the terms of this Order. Parties shall

use said information only for purposes of preparing or presenting settlement positions, evidence, cross examination or argument in the proceeding, including any appeals thereof.

6. Proprietary Information. Prior to making Proprietary Information available to any employee, officer or director of a party, counsel for the receiving party shall deliver a copy of this Order to such person and shall receive a written acknowledgment from that person in the form attached to this Order and designated as Appendix A. Counsel shall promptly deliver to the producing party a copy of the executed acknowledgment form.

7. "Highly Confidential." Highly Confidential Information shall be produced for inspection by a party's counsel of record only. If the inspecting lawyer desires copies of such material, or desires to disclose its contents to persons other than counsel of record, she or he shall submit a written request to the producing party's counsel. If requesting and producing parties are unable to reach agreement with respect to such a request, they may submit the issue orally to the presiding Administrative Law Judge. For purposes of this paragraph, representatives of Alltel having signed Appendix A to this Order shall be treated as counsel of record with regard to the production of Highly Confidential information.

8. The Proprietary Information shall be considered and treated as within the exemptions from disclosure provided in the Pennsylvania Right-to-Know Act as set forth at 65 P.S. §66.1(2) until such time as the information is found to be non-proprietary.

9. A producing party shall designate data or documents as constituting or containing Proprietary or Highly Confidential Information by affixing an appropriate proprietary stamp or typewritten designation on such data or documents. Where

only part of data compilations or multi-page documents constitutes or contains Proprietary or Highly Confidential Information, the producing party shall designate only the specific data or pages of documents which constitute or contain Proprietary or Highly Confidential Information.

10. Any public reference to Proprietary or Highly Confidential Information by counsel or persons afforded access thereto shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary or Highly Confidential Information to fully understand the reference and not more. The Proprietary or Highly Confidential Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review.

11. Parts of any record in this proceeding containing Proprietary or Highly Confidential Information, including but not limited to all exhibits, writings, testimony, cross examination, argument and responses to discovery, and including reference thereto as mentioned in ordering paragraph 9 above, shall be sealed for all purposes, including administrative and judicial review, unless such Proprietary or Highly Confidential Information is released from the restrictions of this Order, through agreement of the parties, subsequent public disclosure by the producing party, or pursuant to order of the Administrative Law Judge or the Commission. Unresolved challenges arising under paragraph 12 shall be decided on motion or petition by the presiding officer or the Commission as provided by 52 Pa. Code §5.423(a). All such challenges will be resolved in conformity with existing rules, regulations, orders, statutes, precedent, etc., to the extent that such guidance is available.

12. The parties affected by the terms of this Order shall retain the right to question or challenge the confidential or proprietary nature of Proprietary or Highly Confidential Information; to question or challenge the admissibility of Proprietary or

Highly Confidential Information; to refuse or object to the production of Proprietary or Highly Confidential Information on any proper ground, including but not limited to irrelevance, immateriality or undue burden; to seek an order permitting disclosure of Proprietary or Highly Confidential Information beyond that allowed in this Order; and to seek additional measures of protection of Proprietary or Highly Confidential Information beyond those provided in this Order. If a challenge is made to the designation of a document or information as Proprietary or Highly Confidential, the party claiming that the information is Proprietary or Highly Confidential retains the burden of demonstrating that the designation is necessary and appropriate.

13. Upon completion of this proceeding, including any administrative or judicial review, all copies of all documents and other materials, including notes, which contain any Proprietary or Highly Confidential information shall be immediately returned upon request to the party furnishing such Proprietary or Highly Confidential Information. In the alternative, parties may provide an affidavit of counsel affirming that the materials containing or reflecting Proprietary or Highly Confidential Information have been destroyed.

Dated: _____

David A. Salapa
Administrative Law Judge

APPENDIX A
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. for :
Arbitration of Interconnection Rates, Terms :
and Conditions with Alltel Pennsylvania, : Docket No A-310922F7004
Inc., Pursuant to 47 U.S.C. §252(b) :

TO WHOM IT MAY CONCERN:

The undersigned is an employee, officer or director of _____ or has been retained as a consultant or expert witness in connection with the above-referenced proceeding. The undersigned has read and understands the Protective Order in the above-referenced proceeding, which deals with the treatment of Proprietary and High Confidential Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Protective Order.

Printed Name

Signature

Address

Employer

Date: _____

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. :
for Arbitration of Interconnection :
Rates, Terms and Conditions with : Docket No. A-310922F7004
Alltel Pennsylvania, Inc., Pursuant to :
47 U.S.C. §252(b) :

CERTIFICATE OF SERVICE

I hereby certify that I have this 5th day of May, 2006, served a true and correct copy of Alltel Pennsylvania, Inc.'s Pre-arbitration Conference Memorandum, upon the persons and in the manner set forth below:

VIA HAND DELIVERY

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

SECRETARY'S BUREAU
2006 MAY -5 PM 4:13

VIA FIRST CLASS MAIL

Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

Michael A. Gruin, Esquire
Stevens & Lee
17 N. Second Street
16th Floor
Harrisburg, PA 17101

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

Norman J. Kennard, Esquire
Hawke McKeon Sniscak & Kennard LLP
100 North Tenth Street
P.O. Box 1778
Harrisburg, PA 17105

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

Gregg C. Sayre, Esquire
Frontier Communications Solutions
180 South Clinton Avenue
Rochester, NY 14646-0700



D. Mark Thomas

Thomas, Thomas, Armstrong & Niesen
Attorneys and Counsellors at Law

SUITE 500
212 LOCUST STREET
P. O. BOX 9500

HARRISBURG, PA 17108-9500

www.ttanlaw.com

FIRM (717) 255-7600

FAX (717) 236-8278

ORIGINAL

HOLLY RACHEL SMITH

Direct Dial: (717) 255-7624
E-Mail: hsmith@ttanlaw.com

CHARLES E. THOMAS
(1913 - 1998)

May 8, 2006

RECEIVED
2006 MAY -8 PM 4: 17
PA PUC
SECRETARY'S BUREAU

James J. McNulty
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

DOCUMENT
FOLDER

Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) Docket No. A-310922F7004

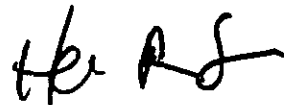
Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of a Motion for Admission Pro Hac Vice of Kimberly K. Bennett and Cesar Caballero in the above-captioned arbitration proceeding. A Certificate of Service is attached.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By



Holly Rachel Smith

Enclosure

cc: Certificate of Service

26

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Petition of Core Communications, Inc. :
for Arbitration of Interconnection : Docket No. A-310922F7004
Rates, Terms, and Conditions :
Pursuant to 47 U.S.C. §252(b) :

SECRETARY'S BUREAU

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MOTION FOR ADMISSION PRO HAC VICE OF
KIMBERLY K. BENNETT AND CESAR CABALLERO

Pursuant to Rule 301 of the Pennsylvania Rules of Admission (Pa. B.A.R. No. 301), Holly Rachel Smith, an active member and a member in good standing of the bar of this Commonwealth (Attorney No. 202006), respectfully moves for the admission pro hac vice of Kimberly K. Bennett and Cesar Caballero, for the purposes of representing Alltel Pennsylvania, Inc. ("Alltel PA") in the above-captioned arbitration proceeding. In support hereof, Movant states as follows:

1. Kimberly K. Bennett is a member in good standing of the Bar of Arkansas, Attorney Number 95-185. Cesar Caballero is a member in good standing of the Bar of Arkansas, Attorney Number 2003-188.

2. Ms. Bennett and Mr. Caballero are employed by Alltel as Attorneys and Directors of Regulatory Law and Policy. Representation of Alltel PA before state commissions in arbitrations and other proceedings is within the employment responsibilities of Ms. Bennett and Mr. Caballero.

3. The address for Ms. Bennett and Mr. Caballero (for inclusion on the service list) is:

Alltel Communications
One Allied Drive
Mailstop 1269 B5F04-E
Little Rock, AR 72202
(501) 905-6074

DOCKETED
MAY 15 2006

4. Neither Ms. Bennett nor Mr. Caballero have been the subject of any disciplinary action, past or pending, before any state board of bar examiners.

5. Ms. Bennett and Mr. Caballero are of good character.

WHEREFORE, Movant respectfully requests this Commission to admit Kimberly K. Bennett and Cesar Caballero as counsel for Alltel Pennsylvania, Inc. in the above-captioned arbitration proceeding and direct the Secretary to amend the service list.

Respectfully submitted,



Holly Rachel Smith
THOMAS, THOMAS, ARMSTRONG & NIESEN
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500
(717) 255-7600
hsmith@ttanlaw.com

Attorney for
Alltel Pennsylvania, Inc.

Dated: May 8, 2006

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. :
for Arbitration of Interconnection :
Rates, Terms and Conditions with : Docket No. A-310922F7004
Alltel Pennsylvania, Inc., Pursuant to :
47 U.S.C. §252(b) :

CERTIFICATE OF SERVICE

I hereby certify that I have this 8th day of May, 2006, served a true and correct copy of the foregoing Motion for Admission Pro Hac Vice of Kimberly K. Bennett and Cesar Caballero, upon the persons and in the manner set forth below:

VIA HAND DELIVERY

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

VIA FIRST CLASS MAIL

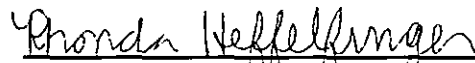
Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

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

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

Michael A. Gruin, Esquire
Stevens & Lee
17 N. Second Street
16th Floor
Harrisburg, PA 17101

Kimberly K. Bennett
Cesar Caballero
Alltel Communications
Mailstop 1269 B5F04-E
Little Rock, AR 72202


Rhonda Heffelfinger
Secretary to Holly Rachel Smith

2006 MAY -8 PM 4:17
PA PUC
SECRETARY'S BUREAU

Thomas, Thomas, Armstrong & Niesen
Attorneys and Counsellors at Law

SUITE 500
212 LOCUST STREET
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HARRISBURG, PA 17108-9500

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Direct Dial: (717) 255-7619
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www.ttanlaw.com
FIRM (717) 255-7600
FAX (717) 236-8278

CHARLES E. THOMAS
(1913 - 1998)

May 8, 2006

RECEIVED

MAY - 9 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
2nd Floor West
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Petition of Core Communications, Inc. for Arbitration of
Interconnection Rates, Terms and Conditions Pursuant to
47 U.S.C. §252(b); Docket No. A-310922F7004

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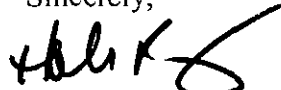
Dear Administrative Law Judge Salapa:

Alltel Pennsylvania, Inc. ("Alltel PA") respectfully requests that its in-house counsel be permitted to participate telephonically in the May, 10, 2006, pre-hearing conference in the above-captioned arbitration proceeding.

If you require a conference bridge to be made available for this purpose, Alltel PA would be happy to oblige.

For any matters related to this request, please do not hesitate to contact me at 255-7624

Sincerely,


Holly Rachel Smith

cc: Certificate of Service

OFFICE
MAY 9 2006
PA PUC

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Core Communications, Inc. :
for Arbitration of Interconnection Rates, :
Terms and Conditions with Alltel : Docket No. A-310922F7004
Pennsylvania, Inc., Pursuant to 47 U.S.C. :
§252(b) :

CERTIFICATE OF SERVICE

I hereby certify that I have this 8th day of May, 2006, served a true and correct copy of
the foregoing letter, upon the persons and in the manner set forth below:

VIA HAND DELIVERY

Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

VIA FIRST CLASS MAIL

Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P. O. Box 3265
Harrisburg, PA 17105-3265

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

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

Michael A. Gruin, Esquire
Stevens & Lee
17 N. Second Street
16th Floor
Harrisburg, PA 17101

Kimberly K. Bennett
Cesar Caballero
Alltel Communications
Mailstop 1269 B5F04-E
Little Rock, AR 72202


Rhonda Heffelfinger

STEVENS & LEE
LAWYERS & CONSULTANTS

17 North Second Street
16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

ORIGINAL

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com
Direct Fax: (610) 988-0852

May 8, 2006

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

**Re: Petition of Core Communications, Inc. for Arbitration of Interconnection Rates,
Terms and Conditions Pursuant to 47 U.S.C. § 252(b)
Docket No. A-310922 F7004**

Dear Secretary McNulty:

Enclosed for filing please find the original plus three (3) copies of Core Communications, Inc.'s Objection and Answer to Joint Motion to Stay of the RTCC, PTA and Frontier Companies.

Copies have been served in accordance with the attached certificate of service. Please contact me if you have any questions.

DOCUMENT
FOLDER

Very truly yours,

STEVENS & LEE


Michael A. Grujn

MAG:toa
cc: Hon. ALJ David A. Salapa

RECEIVED
2006 MAY -8 PM 4:09
SECRETARY'S BUREAU
PA PUC

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Williamsport • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
2006 MAY -8 P:14:09
PA PUC
SECRETARY'S BUREAU

: Docket No.: A-310922F7004
:
Petition of Core Communications Inc. for :
Arbitration of Interconnection Rates, Terms :
and Conditions Pursuant to 47 U.S.C. :
§ 252(b) :

CORE COMMUNICATIONS, INC.'S OBJECTION AND ANSWER TO JOINT MOTION TO STAY OF THE RTCC , PTA AND FRONTIER COMPANIES

NOW COMES, Core Communications, Inc. ("Core"), by its attorneys, pursuant to 52 Pa. Code 5.103, and hereby Objects to, and in the alternative, Answers, the Joint Motion to Stay of the Rural Telephone Company Coalition ("RTCC"), Pennsylvania Telephone Association ("PTA") and the Frontier Companies ("Frontier"). In support thereof, Core states as follows:

INTRODUCTION

1. Core is a facilities based competitive local exchange carrier ("CLEC") currently certificated to provide service in the territories of Verizon Pennsylvania, Inc., Verizon North, and Sprint/United Telephone Company.
2. The RTCC is a coalition of nineteen rural incumbent local exchange carrier ("RLECs") providing services to customers in various rural territories in Pennsylvania. The Pennsylvania Telephone Association represents certain RLECs as set forth in the Joint Motion of the RTCC, PTA, and Frontier Companies. The Frontier Companies are comprised of the following RLECs: Frontier Communications of Breezewood, Inc., Frontier Communications of Canton, Inc., Frontier Communications of Pennsylvania,

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FOLDER**

DOCKETED
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Inc., Frontier Communications of Lakewood, Inc., and Frontier Communications of Oswayo River, Inc.

3. On May 27, 2005, Core filed an application with the Pennsylvania Public Utility Commission seeking approval to expand its certificate of authority to provide telecommunication services as a competitive local exchange carrier throughout the Commonwealth of Pennsylvania, including the service territories of all of the RLECs in Pennsylvania.
4. On or about July 18, 2005 both the Pennsylvania Telephone Association (hereinafter referred to as "PTA") and the Rural Telephone Company Coalition (hereinafter referred to as "RTCC") filed a Motion to Dismiss and Protest, alleging various procedural and substantive defects in Core's application.
5. The protests filed by the Pennsylvania Telephone Association and the Rural Telephone Company Coalition were filed on behalf of specific Incumbent Local Exchange Carriers (ILEC's) listed in the protests.
6. The RTCC's Motion to Dismiss and Protest indicating that the RTCC's Protest was being filed on behalf of 21 specific telephone companies, including Alltel Pennsylvania, Inc.
7. On August 1, 2005, Core filed responses to the Motions to Dismiss and Protests of both the RTCC and PTA.
8. On August 22, 2005, Core filed an Amended Application to provide telecommunications services as a facilities based competitive local exchange carrier throughout the Commonwealth of Pennsylvania, including the service territories of every rural incumbent local exchange carrier.

9. Core's Amended Application was docketed at A-3109220002, AmA., and the matter of the RTCC/PTA Protests to the Application was assigned to Administrative Law Judge Wayne Weismandel for disposition. (The matter at Docket No. A-3109220002, AmA will hereinafter be referred to as the "RTCC/PTA Protest Proceeding").
10. Core sent bona fide requests for interconnection to all of the other Rural Incumbent Local Exchange Carriers ("RLECs) in Pennsylvania on or about August 17, 2005.
11. Pursuant to Section 252 of the Telecommunications Act of 1996 ("Act"), parties 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 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. 47 U.S.C. § 252(b). The period between the 135th and 160th day shall be referred to as the "arbitration window".
12. Upon sending its bona fide requests for interconnection to the RLECs, Core commenced interconnection negotiations with separate groups of RLECs. Some of the RLECs chose to negotiate interconnection separately. For instance, Frontier Communications of Breezewood, Frontier Communications of Canton, Frontier Communications of Lakewood, Frontier Communications of Oswayo River and Frontier Communications of Pennsylvania chose to negotiate together as a group. Alltel chose to negotiate individually directly with Core. Other RLECs chose to negotiate interconnection as a group under the banner of the Rural Telephone Company Coalition

("RTCC"), and still others chose to negotiate as a group under the banner of the Pennsylvania Telephone Association ("PTA").

13. Therefore, beginning on August 17, 2005, Core began negotiating interconnection with four separate groups of RLECs: The Frontier Companies, Alltel, The RTCC Companies, and the PTA Companies.

14. All four negotiations proceeded on separate tracks, and varying degrees of progress were made with each group of companies.

15. The arbitration window with respect to the Frontier Companies, RTCC Companies, and PTA Companies was scheduled to close on January 26, 2006. With no significant progress in negotiations being made, Core filed Petitions for Arbitration of Interconnection Rates, Terms and Conditions with the Frontier Companies, RTCC Companies, and PTA Companies on January 25, 2006.

16. By letter dated January 26, 2006 Attorney Regina Matz informed the Commission that Alltel Pennsylvania, Inc. was withdrawing its protest to Core's Application.

17. On February 10, 2006, Administrative Law Judge Wayne L. Weismandel informed Core, Frontier, the RTCC, and the PTA that he had been assigned to preside over Core's Arbitration Petitions with those companies along with Administrative Law Judge David A. Scalapa. Judge Weismandel's letter also requested to be advised of the parties' position regarding consolidation of the three cases pursuant to 47 U.S.C. § 252(g).

18. None of the parties opposed consolidation of the three Arbitration Petitions.

19. On February 14, 2006, Judge Weismandel issued a Preliminary Conference Order, scheduling a Preliminary Conference in Core-Frontier/RTCC/PTA cases for

Thursday, March 9, 2006 at 10:00 am. The Order also included a Tentative Arbitration Schedule, with a due date of March 3, 2006 for the filing of Conference Memoranda by the parties.

20. On February 21, 2006, the Frontier Companies, PTA Companies, and RTCC companies each filed Answers to Core's Arbitration Petition, as well as Motions to Strike, Dismiss or Stay the Arbitration Petitions.
21. The Frontier Companies, RTCC Companies, and PTA Companies filed Motions to Strike, Dismiss, or Stay Arbitration on February 21, 2006. Core's Answer to these Motions was due on March 2, 2006.
22. The evidentiary hearing in the RTCC/PTA Protest Proceeding took place on February 21 and 22, 2006 without Alltel's participation, with Main Briefs in that matter due March 24, 2006.
23. Core's Response to the Motions to Strike, Dismiss, or Stay filed by the Frontier Companies, RTCC, and PTA in that proceeding were due on or before Friday, March 3, 2006.
24. Core, Frontier, the RTCC and the PTA engaged in discussions aimed at reducing the burden on the Commission and the parties related to litigating the issues raised in Core's Arbitration Petitions and the PTA's, Frontier's, and RTCC's Motions to Strike, Dismiss, or Stay. Alltel did not participate in these discussions.
25. On March 2, 2006 Core, Frontier, the RTCC, and the PTA eventually entered into a Joint Stipulation and filed a Joint Uncontested Motion for Stay of Proceedings. In their Joint Stipulation, the parties stated as follows:

"Recognizing that litigation of the Arbitration Petitions may involve numerous questions of Pennsylvania and Federal procedural and substantive law, including, but not

limited to, the applicability of the statutory “rural exemption” to Core’s Arbitration Petition, and **recognizing that litigation of the Arbitration Petitions will likely require considerable time and resources**, and recognizing that many issues involved in the Arbitration Petition proceedings will be affected by the outcome of Core’s Application for CLEC Authority, the parties have agreed that it is appropriate to Stay Core’s Arbitration Petitions proceeding until the Commission has issued its Final Order in Core’s Application Proceeding.”

26. ALJ’s Weismandel and Salapa granted the parties Motion to Stay and approved the Joint Stipulation by Order dated March 6, 2006.
27. In contrast to the Frontier Companies, RTCC Companies, and PTA Companies, Core and Alltel had been making some progress in their negotiations, so Core and Alltel agreed to extend the arbitration window to allow for continued negotiations. On January 20, 2006, in order to provide additional time to negotiate open, disputed issues, the Parties agreed to extend the window for negotiations through February 28, 2006.³ Core did not file an arbitration petition against Alltel at the same time it filed against the other 3 groups of companies.
28. On February 24, 2006, in order to provide additional time to negotiate open, disputed issues (and in particular, intercarrier compensation issues), the Alltel and Core agreed to extend the window for negotiations through March 30, 2006.⁴
29. Core and Alltel could not finalize an interconnection agreement prior to the close of the arbitration window on March 30, 2006, and Core filed its Arbitration Petition against Alltel on March 30, 2006.

³ Appendices 25-28 attached to Core’s Arbitration Petition

⁴ Appendices 40-41 attached to Core’s Arbitration Petition

ARGUMENT

I. THE ATTEMPTED INTERVENTION OF THE RTCC, PTA, AND FRONTIER COMPANIES SHOULD BE DENIED FOR LACK OF STANDING AND PROCEDURAL DEFECTS

30. The RTCC, PTA, and Frontier Companies have no standing to participate in the Core-Alltel Arbitration at this point in the proceeding , and furthermore, even if they did possess standing, their attempted intervention is procedurally defective.
31. The RTCC, PTA, and Frontier explicitly acknowledge that they are seeking intervention in the Core-Alltel Arbitration in paragraph 10 of their Joint Motion.
32. The RTCC, PTA, and Frontier have no standing to participate in the Core-Alltel Arbitration at this time.
33. Furthermore, the RTCC, PTA and Frontier did not follow the proper procedure to intervene in the Core-Alltel Arbitration matter.
34. The Commission's Order Implementing the Telecommunications Act of 1996⁵ makes it clear that outside parties do not have right to participate in Interconnection Arbitration Proceedings prior to the issuance of a recommended decision by the arbitrator.
35. The Commission's Implementation Order reviews the positions of various parties that were considered before the Commission issued its rules for arbitrating interconnection issues between parties. Ironically, the Commission noted that the ILEC community supported a closed process in which only the contracting parties could participate. Ultimately, the Commission decided that it would allow some limited

⁵ In Re Implementation of the Telecommunications Act of 1996, Docket No. M-00906799 (Order Entered June 3, 1996, Order on Reconsideration entered September 9, 1996). ("Implementation Order").

participation in arbitrations by certain non-contracting parties, namely, the Office of Consumer Advocate, Office of Trial Staff, and Office of Small Business Advocate. The Commission's Implementation Order clearly states that **"No other party may participate in the arbitration process until later in the process as described hereafter".**⁶

36. While the Commission's Implementation Order does not permit non-contracting LEC's to participate in arbitration proceedings, the Order does provide non-contracting LEC's with the ability to file exceptions to the Arbitrator's recommended decision.⁷

37. Neither the Telecommunications Act of 1996 nor the Commission's Orders implementing the Act provide any standing for a non-contracting LEC to participate in an Interconnection Arbitration prior to the issuance of the Arbitrator's recommended decision, therefore, the Joint Motion of the RTCC, PTA, and Frontier should immediately be stricken and dismissed.

38. Even if the RTCC, PTA, and Frontier companies had standing to intervene in this matter (which they clearly do not), their attempt to intervene is procedurally defective and late-filed.

39. The Commission's regulations regarding interventions (52 Pa. Code 5.71) state that "Participation in a proceeding as an intervenor may be initiated as follows: (1) By the filing of a notice of intervention by another agency of the Commonwealth which is authorized by statute to participate in the proceeding. (2) By order of the presiding officer or the Commission upon **grant of a petition to intervene.**" (emphasis added)

⁶ Id., at 30-31.

⁷ Id., at 32.

40. The RTCC, PTA, and Frontier Companies have not filed a Petition to Intervene, rather, they have attempted to intervene through the filing of a Motion to Stay, which is not the correct procedure under the Commission's regulations.
41. Even if the RTCC, PTA and Frontier Companies' Motion would be considered a Petition to Intervene, it was not filed within the prescribed time-period for intervention that is set forth in the Commission's Implementation Order and the relevant regulations.
42. The Implementation Order states that answers to arbitration petitions must be filed within 25 days of the date of the filing of the arbitration petitions consistent with Section 252(b)(3) of the Telecommunications Act of 1996.⁸
43. The Commission's regulations (52 Pa. Code 5.74) also state that "Petitions to intervene and notice of intervention may be filed following the filing of an application, petition, complaint or other document seeking Commission action, but no later than the date fixed for the filing of petitions to intervene in an order or notice with respect to the proceedings or, except for good cause shown, the date fixed for filing protests as published in the *Pennsylvania Bulletin*."
44. Core's Arbitration Petition against Alltel was filed on March 30, 2006.
45. The Joint Motion of the RTCC, PTA and Frontier Companies did not file their Joint Motion until April 28, therefore, it was filed more than 25 days after the filing of Core's Arbitration Petition.
46. Therefore, in addition to having no standing to participate in the Core-Alltel Arbitration prior to the issuance of a recommended decisions, the RTCC, PTA, and Frontier Companies attempts to intervene are procedurally defective and filed beyond the

⁸ Id., at 30

deadline for answers to Arbitration Petitions, and therefore, the Joint Motion of the RTCC, PTA, and Frontier companies should be stricken and dismissed.

II. CORE'S DECISION TO AGREE TO A STAY OF ITS ARBITRATION WITH THE PTA, RTCC, AND FRONTIER COMPANIES HAS NO BEARING OR RELEVANCE ON CORE'S PETITION FOR ARBITRATION WITH ALLTEL

47. Core has never agreed to Stay Interconnection Arbitration with Alltel, and there is no valid basis for the Commission to order a Stay of this proceeding.
48. The fact that Core agreed to Stay its Arbitration with the Frontier Companies, RTCC Companies, and PTA Companies was due in large part to timing and scheduling constraints. At the time of the filing of Core's Joint Stipulation with the Frontier Companies, RTCC Companies, and PTA Companies on March 2, 2006, Core had just concluded an exhaustive evidentiary hearing against the PTA and RTCC. Main Briefs in that matter were due in a matter of weeks. On February 24, 2006, the Frontier companies filed Nunc Pro Tunc Protests to attempt to join the Protests of the PTA and RTCC, and that issue had not been resolved at the time of entry of the Joint Stipulation. On March 3, 2006, Core's Responses to the Motions to Strike of the Frontier Companies, PTA Companies and RTCC Companies were due. Also on March 3, 2006, Core and the opposing parties were required to file Preliminary Conference Statements.
49. At the time of the entry of the Joint Stipulation, the RTCC and PTA were in the process of Protesting Core's Application in their territories. At the time, Frontier was not part of the RTCC/ PTA Protest, but had filed an Nunc Pro Tunc Protest which had not been ruled upon. Alltel had withdrawn its Protest to Core's Application, and had not filed a request to revive its Protest.

50. The Joint Stipulation entered into by Core, the Frontier Companies, RTCC Companies, and PTA Companies speaks for itself, and is limited in scope to only those matters specifically addressed therein. The Joint Stipulation does not in any way address Core's Interconnection Negotiations or Petition with Alltel.

III. THE OUTCOME OF THE RTCC/PTA PROTEST TO CORE'S APPLICATION WILL HAVE NO BEARING ON CORE'S CERTIFICATION IN ALLTEL TERRITORY AND RIGHT TO INTERCONNECT WITH ALLTEL

51. The RTCC, PTA, and Frontier also argue that the outcome of the RTCC/PTA protest proceeding will have an impact on Core's authority to provide CLEC service in Alltel territory. This is false. Alltel is not a party to that proceeding, and the issue of Core's certification in Alltel territory has already been referred to FUS as an un-protested application.

52. As support for their Joint Motion, the RTCC, PTA and Frontier focus on few words from the Joint Stipulation and takes those words completely out of context to argue that Core somehow acknowledges that certain issues in Core's Petition against Alltel will be affected by the outcome of Core's Application for CLEC Authority. Nothing could be further from the truth. Nothing that transpires in the RTCC/PTA Protest to Core's Application will have any bearing on Core's Arbitration against Alltel **BECAUSE ALLTEL IS NOT A PARTY TO THAT PROCEEDING and CORE'S APPLICATION IN ALLTEL TERRITORY IS NOT BEING PROTESTED.**

53. Alltel withdrew its protest to Core's CLEC Application in Alltel territory, and the PUC's Bureau of Fixed Utility Services is currently reviewing Core's Application for certification in Alltel territory.

54. By letter dated January 26, 2006, Attorney Regina Matz informed the Commission that Alltel Pennsylvania, Inc. was withdrawing its protest to Core's Application.
55. On February 6, 2006, Administrative Law Judge Wayne Weismandel wrote a letter addressed, inter alia, to David Cameron of Alltel Pennsylvania, Inc., Christopher Ballone of the Frontier Communications companies, Jerry Miller of the Deposit Telephone Company, and Mark O'Toole of the Citizens Telecommunications Company, stating that Core had requested that Core's application in each of their service territories be referred to the PUC Bureau of Fixed Utility Services as being unopposed.
56. Judge Weismandel's February 6, 2006 letter stated that **"Unless I receive a written objection from you on or before Friday, February 24, 2006, I intend to issue an order requesting the Commission's Secretary's Bureau to assign a separate and distinct docket number for the Core Application as to each of your companies and then assign those eight cases to the Commission's Bureau of Fixed Utility Services for appropriate action."** (Emphasis Added)
57. An evidentiary hearing in the RTCC/PTA Protest to Core's Application was held before ALJ Weismandel on February 21, and 22, 2006, without the participation of Alltel.
58. February 24, 2006 came and went and Alltel **DID NOT** file a written objection to Judge Weismandel's letter of February 6, 2006.
59. Having received no objection from Alltel, Judge Weismandel issued a Reassignment Order dated February 27, 2006 directing that Core's Application for certification in Alltel territory be assigned a separate docket number from the RTCC/PTA

Protest Proceeding and that the matter of Core's certification in Alltel territory be assigned to the Commission's Bureau of Fixed Utility Services, with a separate and distinct docket number, for appropriate action as an un-protested application.

60. On March 21, 2006, the matter of Core's Application in Alltel territory was assigned to the Commission's Bureau of Fixed Utility Service ("FUS") for review and appropriate action.
61. The fact the Core's Application for authority in non-Alltel territory is still being decided is completely irrelevant to Core's right to arbitrate interconnection terms with Alltel.
62. The RTCC, PTA and Frontier also argue that they would in some way be prejudiced if they cannot participate in the Core-Alltel Arbitration, because they allege that some of their rights would be adjudicated without their participation.
63. This is an absurd argument. The RTCC, PTA, and Frontier will in no way be prejudiced by not participating in the Core-Alltel arbitration proceeding.
64. As the RTCC, PTA and Frontier readily admit, they currently have interconnection arbitration proceedings pending with Core. They will have a full and complete opportunity to address their own interconnection issues in the context of those proceedings.
65. Furthermore, the RTCC, PTA and Frontier will have the opportunity to file exceptions to the recommended decision in the Core-Alltel Arbitration, as set forth in the Implementation Order.
66. None of the rights of the RTCC, PTA and Frontier will be affected in the Core-Alltel Arbitration. The Core-Alltel Arbitration is limited to the terms of Interconnection

between Core and Alltel. The RTCC, PTA, and Frontier will not be parties to the final Interconnection Agreement between Core and Alltel. They have no basis for inserting themselves into an arbitration regarding an interconnection agreement which they will not even be a party to.

CONCLUSION

The RTCC, PTA and Frontier have no legal basis for participating in the Core-Alltel Arbitration as this point. The Commission's Implementation Order specifically states that non-contracting private parties cannot participate in Interconnection Arbitrations until after the arbitrator issues a recommended decision. Even if they had standing, their attempts to intervene are procedurally defective and late filed.

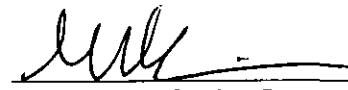
Furthermore, even if they had standing, the RTCC, PTA and Frontier have no grounds for intervening in the Core-Alltel Arbitration because none of their rights will be affected in the Core-Alltel Arbitration. The Core-Alltel Arbitration relates only to issues of Interconnection terms between Core and Alltel, not between Core and the RTCC, PTA or Frontier. Core has separate Arbitration Proceedings pending with the RTCC, PTA and Frontier, at which time the parties will address Interconnection terms between themselves and Core, and at which time the parties will have the opportunity to present evidence and testimony and present legal arguments. The fact that Core agreed to Stay Arbitration with the RTCC, PTA, and Frontier has no bearing whatsoever on Core's right to arbitrate interconnection terms with Alltel. Alltel was not a party to Core's Stipulation to Stay Arbitration with the RTCC, PTA and Frontier, and Core has never agreed to stay arbitration with Alltel. Finally, the outcome of the RTCC/PTA Protest to Core's Application will have no bearing on Core's Certification in

Alltel territory. Alltel withdrew its Protest to Core's Application, and the matter of Core's Certification in Alltel territory has been referred to FUS as un-protested.

WHEREFORE, for all of the reasons set forth above, Core Communications, Inc., respectfully requests that the Commission Strike, Dismiss, or Deny the Joint Motion to Stay of the RTCC, PTA and Frontier .

Respectfully submitted,

DATE: 5/8/06


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CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of May, 2006 copies of the foregoing document have been served, via hand delivery, 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.

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