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January 11, 2013

**VIA ELECTRONIC FILING**

Secretary Rosemary Chiavetta  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

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

Dear Secretary Chiavetta:

In accordance with the Secretarial Letter issued on October 4, 2012 in the above-captioned matter, enclosed please find the Supplemental Brief and accompanying Issues Matrix and Technical Evidentiary Affidavit of Core Communications, Inc. Copies have been served in accordance with the attached Certificate of Service. Please feel free to contact me if you any questions or concerns.

Best regards,

STEVENS & LEE

  
Michael A. Grum

cc: Certificate of Service  
Hon. Robert F. Powelson, Chairman  
Hon. John F. Coleman, Jr., Vice-Chairman

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Secretary Chiavetta  
January 11, 2013  
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Hon. James H. Cawley, Commissioner  
Hon. Wayne E. Gardner, Commissioner  
Hon. Pamela A. Witmer, Commissioner  
Robert A. Marinko, Deputy Director – Technical, Office of Special Assistants

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In re: Petition of** :  
**CORE COMMUNICATIONS, INC.** : **Docket No.: A-310922F7004**  
 :  
Petition of Core Communications Inc. for :  
Arbitration of Interconnection Rates, Terms :  
and Conditions with Windstream Pennsylv- :  
ania, Inc. pursuant to 47 U.S.C. § 252(b) :

**SUPPLEMENTAL INITIAL BRIEF**

Pursuant to the Secretarial Letter dated October 4, 2012 and subsequent extension letters dated October 19, 2012 and December 14, 2012, Core Communications, Inc. (“Core”) hereby files its Supplemental Initial Brief and accompanying Technical Affidavit in the above-captioned case. The discussion herein is organized around the seven points for discussion listed in the Commission’s October 4th letter.

**1. Impact of the *USF/ICC Transformation Order* on the Outstanding Issues in This Case**

The *USF/ICC Transformation Order*,<sup>1</sup> while voluminous and far-reaching in its scope, has relatively few direct impacts on the issues presented in this arbitration. The centerpiece of the order is a comprehensive framework for the reduction of all ICC charges to zero, or “bill-and-keep” over a multi-year transition period. However, the initial reductions apply to switched access charges, not traditional reciprocal compensation, and will be implemented through interstate and intrastate tariff processes—not ICAs. The final stages of the transition will impact the applicable rates for so-called “non-access” reciprocal compensation, but these impacts will not arise until long after the ICA in this case has expired (and therefore subject to

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<sup>1</sup> *In re Connect America Fund, et al.*, WC Docket No. 10-90 *et al.* (FCC, Rel. Nov. 18, 2011), Report and Order and Further Notice of Proposed Rulemaking, *slip op.* FCC 11-61, 26 FCC Rcd 17663 (2011), and subsequent Reconsideration and Clarification rulings (collectively *USF/ICC Transformation Order*), *appeals pending*.

renegotiation) or is terminated pursuant to its own terms.

With respect to **ICC Issue 1 (“VNXX Traffic”)**, the FCC once again affirmed that Section 251(b)(5) is not limited to “local” traffic.

*The Scope of Section 251(b)(5).* Section 251(b)(5) imposes on all LECs the “duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.” The Commission initially interpreted this provision to “apply only to traffic that originates and terminates within a local area.” In the 2001 *ISP Remand Order*, however, the Commission noted that its initial reading is inconsistent with the statutory terms. The Commission explained that section 251(b)(5) does not use the term “local,” but instead speaks more broadly of the transport and termination of “telecommunications.” As defined in the Act, the term “telecommunications” means the “transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received” and thus encompasses communications traffic of any geographic scope (e.g., “local,” “intrastate,” or “interstate”) or regulatory classification (e.g., “telephone exchange service,” “telephone toll service,” or “exchange access”). The Commission reiterated this interpretation of section 251(b)(5) in its 2008 *Order and ICC/USF FNPRM*, and we proposed in the *ICC/USF Transformation NPRM* to make clear that section 251(b)(5) applies to “all telecommunications, including access traffic.” *USF/ICC Transformation Order*, ¶ 761.

This passage once again affirms Core’s position that “the whole question of whether VNXX traffic is “local” is not dispositive under federal law, since the FCC once again rejected “local” as determinant of reciprocal compensation.” Core Supplemental Comments, at 7. (Jan. 26, 2009).

Paragraph 761 of the *ICC Transformation Order* also impacts the **Definition Issue (“Section 251(b)(5) Traffic”)**. Specifically, the FCC’s expansion of section 251(b)(5) to include traditionally “access” or “toll” traffic expands the universe of traffic for which an incumbent LEC, such as Windstream, must offer the FCC’s “mirroring rate” of \$0.0007/MOU. To recap, the mirroring rule states: “[t]he rate caps for ISP-bound traffic that we adopt here apply... only if an incumbent LEC offers to exchange all traffic subject to section 251(b)(5) at the same rate.” *ISP Remand Order*, ¶ 89.

Now, the FCC has found that:

After reviewing the record, we adopt our proposal and conclude that section 251(b)(5) applies to traffic that traditionally has been classified as access traffic. Nothing in the record seriously calls into question our conclusion that access traffic is one form of “telecommunications.” By the express terms of section 251(b)(5), therefore, when a LEC is a party to the transport and termination of access traffic, the exchange of traffic is subject to regulation under the reciprocal compensation framework. *USF/ICC Transformation Order*, at ¶ 761.

Accordingly, to obtain the benefit of lowering the rate it *pays* for termination of ISP-bound traffic, Windstream must lower the rates it *charges* for all section 251(b)(5) traffic, a classification which now includes all terminating telecommunications. Should Windstream elect to mirror in these new circumstances the effect will be to further the FCC’s desire to hasten reductions in overall intercarrier compensation (“ICC”) levels that much sooner. If Windstream elects not to mirror, the only consequence is that it will pay cost-based TELRIC rates instead of \$0.0007/MOU for a rapidly diminishing subset of locally-dialed telecommunications: ISP-bound traffic.

The *USF/ICC Transformation Order* also impacts the **Definition Issue (“Section 251(b)(5) Traffic”)** in that it establishes a framework for ICC for “VoIP-PSTN traffic”:

We adopt a prospective intercarrier compensation framework that brings all VoIP-PSTN traffic within the section 251(b)(5) framework. As discussed below, the Commission has authority to bring all traffic within the section 251(b)(5) framework for purposes of intercarrier compensation, including traffic that otherwise could be encompassed by the interstate and intrastate access charge regimes, and we exercise that authority now for all VoIP-PSTN traffic. *USF/ICC Transformation Order*, ¶ 943.

We adopt transitional rules specifying, prospectively, the default compensation for VoIP-PSTN traffic:

- Default charges for “toll” VoIP-PSTN traffic will be equal to interstate access rates applicable to non-VoIP traffic, both in terms of the rate level and rate structure;

- Default charges for other VoIP-PSTN traffic will be the otherwise-applicable reciprocal compensation rates; and
- LECs are permitted to tariff these default charges for toll VoIP-PSTN traffic in relevant federal and state tariffs in the absence of an agreement for different intercarrier compensation. *Id.*, at ¶ 944.

Charges for “toll” VOIP-PSTN have been and will be addressed through the parties’ respective interstate and intrastate access tariff filings. Charges for “other VOIP-PSTN traffic,” however, should be addressed through the ICA resulting from this proceeding. Specifically, the Commission should adopt the FCC’s new definition of “Non-Access Reciprocal Compensation Traffic,” 47 C.F.R. §51.701(b), which includes locally-dialed VOIP-PSTN traffic, and mandate that the parties compensate each other at TELRIC rates for such traffic.

The FCC also established that section 251(c)(2) interconnection arrangements (such as those at issue in this case) may be used for the transmission of both “toll” and “non-access” VOIP traffic:

Use of Section 251(c)(2) Interconnection Arrangements. Although we bring all VoIP-PSTN traffic within section 251(b)(5), and permit compensation for such arrangements to be addressed through interconnection agreements, we recognize that there is potential ambiguity in existing law regarding carriers’ ability to use existing section 251(c)(2) interconnection facilities to exchange VoIP-PSTN traffic, including toll traffic. Consequently, we make clear that a carrier that otherwise has a section 251(c)(2) interconnection arrangement with an incumbent LEC is free to deliver toll VoIP-PSTN traffic through that arrangement, as well, consistent with the provisions of its interconnection agreement. The Commission previously held that section 251(c)(2) interconnection arrangements may not be used solely for the transmission of interexchange traffic because such arrangements are for the exchange of “telephone exchange service” or “exchange access” traffic – and interexchange traffic is neither. However, as long as an interconnecting carrier is using the section 251(c)(2) interconnection arrangement to exchange some telephone exchange service and/or exchange access traffic, section 251(c)(2) does not preclude that carrier from relying on that same functionality to exchange other traffic with the incumbent LEC, as well. This interpretation of section 251(c)(2) is consistent with the Commission’s prior holding that carriers that

otherwise have section 251(c)(2) interconnection arrangements are free to use them to deliver information services traffic, as well. Likewise, it is consistent with the Commission's interpretation of the unbundling obligations of section 251(c)(3), where it held that, as long as a carrier is using an unbundled network element (UNE) for the provision of a telecommunications service for which UNEs are available, it may use that UNE to provide other services, as well. With respect to the broader use of section 251(c)(2) interconnection arrangements, however, it will be necessary for the interconnection agreement to specifically address such usage to, for example, address the associated compensation. *USF/ICC Transformation Order*, ¶ 972.

The ICA should reflect this rule. The Commission should order the parties to propose language implementing this rule, and if the parties cannot agree on such language, arbitrate the issue as part of its final resolution of this case.

## **2. The Potential Impacts of Any Other Relevant FCC, State Utility Commission, or Court Decisions**

### **ICC Issue 4**

The Ninth Circuit's decision in *AT&T Communications of Cal., Inc. v. Pac-W. Telecomm, Inc.*, 651 F.3d 980, 987 (9th Cir. 2011) ("*AT&T*") impacts **ICC Issue 4 (ISP Remand Order)** with respect to the operation of the mirroring rule. Briefly, Windstream's position is that the mirroring rule requires a CLEC such as Core to lower its rate for *voice* traffic when an ILEC such as Windstream elects to "mirror" the FCC's \$0.0007/MOU rate for *ISP-bound* traffic. Core's position is that the mirroring rule simply does not apply to CLECs, so that CLECs are not bound to cap their rates for termination of voice traffic. The *AT&T* court found that "the ISP Remand Order imposed a special rule on ILECs only: the "mirroring" rule." *AT&T*, 651 F.3d at 987. This finding clearly support Core's position on the mirroring rule, and, while not binding on the Commission, can be considered as relevant authority.

## ICC Issue 1

The Commission's own Opinion & Order in *Palmerton* impacts **ICC Issue 1 (VNXX)** by approving carriers' industry standard use of NPA-NXX analysis—in lieu of literal geographic end points—to rate calls. The Commission found:

Based on the case-specific evidentiary record, we find that Palmerton adequately relied on the NPA/NXX origination and termination of the intrastate interexchange call traffic at issue for the jurisdictional classification and billing of such traffic. Such reliance is consistent with the *Core Appeal Decision* in some other but still rather important respects. *Core Appeal Decision*, 941 A.2d 758 and n.10 (classification of NXX codes and local calling areas)." Opinion & Order, *Palmerton Telephone Company v. Global NAPs South, Inc., et al.*, Pa. P.U.C. Docket C-2009-2093336, at 43 (entered March 16, 2010).

Although "case-specific," the Commission's findings once again affirm that industry standard practice is to rate calls for ICC purposes based on the NPA-NXX of the calling and called parties, rather than engage in a quixotic quest to determine the actual locations of the parties to a call in an increasingly mobile and web-based world.<sup>2</sup>

### **3. Whether Any of the Outstanding Interconnection Issues Have Been Successfully Resolved with Other Telecommunications Carriers Not Party to This Case**

As the accompanying Technical Affidavit demonstrates, Core has entered into no less than three traffic exchange agreements ("TEAs") with other Pennsylvania CLECs which provide for determining the jurisdiction and rating of telecommunications traffic solely based on the NPA-NXX of the calling and called parties, not the actual geographic end points of the call.

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<sup>2</sup> Similarly, although use of NPA-NXX analysis was not a contested issue in one recently-decided case, it is worth noting that AT&T, Core and the Commission accepted this type of analysis in order to identify "locally-dialed ISP-bound traffic" and resolve related compensation issues ("We conclude that, consistent with federal law, it is appropriate for this Commission to determine that the FCC's rate cap of \$0.0007 per MOU is the appropriate reciprocal compensation rate that should apply to the locally-dialed ISP-bound local traffic at issue that AT&T sends to Core for termination on Core's network."). Opinion & Order, *Core Communications, Inc. v. AT&T Communications of Pennsylvania, LLC and TCG Pittsburgh, Inc.*, Pa. P.U.C. Docket Nos. C-2009-2108186 & C-2009-2108239, at 15 (entered December 5, 2012).



**4. Whether the Parties Have Attempted to Negotiate in Good Faith Since the Dates of the Last Formal Submissions to the Commission**

The Parties have negotiated following issuance of the Commission's October 4, 2012 letter, but have not reached resolution of any additional issues in that time frame.

**5. Whether the Parties Have Reached Operative Interconnection Arrangements On Similar Issues in Other Jurisdictions**

Core is not aware of any such arrangements.

**6. The Parties Shall Submit in Summary and Tabular Form: (a) Each Outstanding Issue; (b) Position of the Party; and, (c) Citations to Legal Authority Supporting the Party's Position**

See, Attached Table 1: Summary of Issues, Core's Positions & Supporting Legal Authority.


**7. Schematic Diagrams of the Relevant Interconnection Arrangements.**

Core has not prepared any diagrams at this time, but reserves its right to do so in response to Windstream's filing.

Respectfully Submitted,

STEVENS & LEE

BY



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Attorney for  
Core Communications, Inc.

January 11, 2013

Table 1: Summary of Issues, Core's Positions & Supporting Legal Authority

Issue No.	Issue	Core's Position	Supporting Legal Authority
GTC 3	Security Deposits	Core accepted most of Windstream's proposal in General Terms & Conditions, section 8, dealing with security deposits. However, Core did strike sub-sections 8.1.2, 8.1.4 and 8.1.5 for the reasons set forth in its testimony.	Core is not aware of any legal authority specific to this issue.
NIA Issue 1	Point of Interconnection (POI)	<p>The issue is how to delineate where the parties should establish physical interconnection for the exchange of traffic pursuant to section 251(c)(2) of the Act, 47 U.S.C. § 251(c)(2).</p> <p>Core proposed a "dual-IP" framework in which each party designates an interconnection point ("IP") on its network at which it will accept interconnection traffic originated by the other party.</p> <p>As an alternative position, to the extent Windstream would prefer, Core has recently proposed to interconnect using cross-connects within one Verizon tandem office in each LATA in which both companies operate.</p>	<p>47 C.F.R. §51.703(b).  <i>Opinion and Order, Petition of Celco Partnership d/b/a Verizon Wireless For Arbitration... With ALLTEL Pennsylvania, Inc., Docket No. A-310489F7004</i> (Order entered January 18, 2005)(<i>"VZW/ALLTEL Arbitration Order"</i>), at 27, 30, 47-48, 78-79 and 95.</p>
NIA Issue 4	Indirect Interconnection	Core's position is that each carrier should determine how and to what extent to utilize indirect interconnection (through the tandem provider it chooses), to deliver its originating traffic to the other party.	Core is not aware of any legal authority specific to this issue.

Table 1: Summary of Issues, Core's Positions & Supporting Legal Authority

<p>NIA Issue 5</p>	<p>Responsibility for Tandem Transit Charges</p>	<p>Core's position is that each party is responsible to pay for any tandem transit services it chooses to utilize in order to deliver its originating traffic to the other party.</p>	<p>Core is not aware of any legal authority specific to this issue.</p>
<p>ICC Issue 1</p>	<p>Rating of "VNXX" Traffic</p>	<p>The issue involves the rate applicable to the termination of locally-dialed traffic which may terminate in a geographical location outside the rate center associated with the called party.</p> <p>Core's position is that locally-dialed voice traffic is subject to reciprocal compensation, and locally-dialed ISP-bound traffic is subject to the FCC's ISP-bound traffic rate, regardless of the actual geographic end points of the call.</p>	<p><i>USF/ICC Transformation Order</i>, ¶ 761. <i>Rural Tel. Co. Coal. v. Pub. Util. Comm'n</i>, 941 A.2d 751, 758 (Pa. Commw. Ct. 2008) ("The Commission found that classification of the NXX, not the physical location of the NXX, is the basis used for determining if a call is local or long-distance. Thus, Core's placement of its NXXs within a LATA, but outside of the rural carrier's local calling area, would still be a local call. Based on the above, the Commission properly determined that Core was a local exchange service.").</p>
<p>ICC Issue 4</p>	<p>Does the FCC's <i>ISP Remand Order</i> apply to the parties and facts in this proceeding?</p>	<p>Core's position is that the <i>ISP Remand Order</i> applies to the parties and potential traffic at issue in this case, so long as Windstream has formally "opted-in" to the FCC's rate regime pursuant to paragraph 89 of the order. However, Windstream has testified that "Windstream has not made any such election [pursuant to paragraph 89 of the <i>ISP Remand Order</i>] as of the date of this filing." Windstream Statement 1 (Terry Direct Testimony), at 25.</p>	<p><i>ISP Remand Order</i>, ¶ 89.</p>

Table 1: Summary of Issues, Core's Positions & Supporting Legal Authority

<p>ICC Issue 5</p>	<p>Should Windstream or Core determine for which NXX codes Core may apply?</p>	<p>Core believes that it should be self-evident that it alone may determine what NXX codes it applies to receive from relevant authorities.</p>	<p>Core is not aware of any legal authority specific to this issue.</p>
<p>Definitions</p>	<p>Definition of "ANI," "Exchange Services," "Intra-LATA Toll Traffic," "Interconnection Point," and "Section 251(b)(5) Traffic."</p>	<p>Core proposes the following language for the disputed definitions:</p> <p><b>ANI:</b> Issue resolved as to the definition of ANI.</p> <p><b>Exchange Services (Windstream definition):</b> Core objects to inclusion of a definition for "exchange services"—a term that is not defined in the Act or elsewhere. Core also notes that this term is wholly inconsistent with the statutory definition of "telephone exchange services"—the term that does appear in the Act.</p> <p><b>IntraLATA Toll Traffic (Core definition):</b> IntraLATA Toll Traffic includes calls made through a presubscribed service and dialed on a 1+ basis for which additional toll charges apply.</p> <p><b>Interconnection Point (Windstream definition).</b> Core objects to Windstream's definition of "Interconnection Point" because it would require the interconnection point for Windstream's originating traffic to Core to be on Windstream's network. This issue is simply a recasting of Network</p>	<p><i>USF/ICC Transformation Order</i>, ¶1761 47 C.F.R. § 51.701(b)</p>

Table 1: Summary of Issues, Core's Positions & Supporting Legal Authority

	<p>Interconnection Architecture Issue No. 1.</p> <p>Section 251(b)(5) Traffic (Core definition):          Section 251(b)(5) Traffic means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access (see FCC Order on Remand, 34, 36, 39, 42-43); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a).</p> <p>As a result of the <i>USF/ICC Transformation Order</i>, Core's proposes to replace its definition of "Section 251(b)(5) Traffic" with the term "Non-Access Reciprocal Compensation Traffic" as set forth in the order and associated rules:</p> <p>(b) Non-Access Telecommunications Traffic. For purposes of this subpart, Non-Access Telecommunications Traffic means:          (1) Telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services</p>
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Table 1: Summary of Issues, Core's Positions & Supporting Legal Authority

	<p>for such access (see FCC 01-131, paragraphs 34, 36, 39, 42-43); or</p> <p>(2) Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) of this chapter.</p> <p>(3) This definition includes telecommunications traffic exchanged between a LEC and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format and that otherwise meets the definitions in paragraphs (b)(1) or (b)(2) of this section. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment." 47 C.F.R. § 51.701(b).</p>	
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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In re: Petition of** :  
**CORE COMMUNICATIONS, INC.** : **Docket No.: A-310922F7004**  
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Petition of Core Communications Inc. for :  
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vania, Inc. pursuant to 47 U.S.C. § 252(b) :

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**TECHNICAL AFFIDAVIT OF BRET L. MINGO**

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Bret L. Mingo, being duly sworn, states as follows upon personal knowledge:

1. I am President and CEO of Core Communications, Inc. ("Core").
2. At the time the record in this case was compiled (2006-2007), Core was focused exclusively on the provision of telecommunications services to dial-up ISPs.
3. Beginning in 2009, Core began to offer wholesale telecommunications services to unregulated service providers using various voice-over-IP ("VOIP") technologies to bring cutting-edge communications services to consumers throughout Pennsylvania. Initially, Core offered wholesale telecommunications services to "VOIP" providers on an inbound-only basis, much like Core's original services to ISPs.
4. Today, I estimate that some 10-15% of all the traffic Core terminates in Pennsylvania is voice traffic, not ISP-bound traffic.
5. Beginning in 2010, Core began to offer outbound wholesale telecommunications services, in addition to inbound services, to VOIP providers.
6. Today, I estimate that Core originates roughly six million (6,000,000) outbound MOUs each month to other carriers in Pennsylvania.
7. To the extent that Windstream's advocacy in this case, or the findings of fact in

the Recommended Decision, rely on the notion that Core exclusively serves dial-up ISPs, the Commission should ignore or reject such assertions. We have invested millions of dollars and countless hours of work to upgrade our Pennsylvania network to offer wholesale telecommunications services to the widest possible array of customers.

8. With respect to NIA Issue #1 in this case (“Point of Interconnection” or “POI”), Core has proposed a “dual IP” interconnection with Windstream in each LATA in which both parties operate.

9. In Core’s October 25, 2007 Main Brief in this case (p. 18), we described our position as follows:

Under Core’s proposal, Core initiates interconnection in each LATA by sending a request in writing to Windstream. Core Exhibit 1 (Core Best Offer) NIA Issue 1, § 1.2. Subsequently, each party designates an interconnection point (“IP”) “on its own network at which the designating party shall arrange to receive the other party’s originating interconnection traffic.” *Id.*, at § 1.3. Once the IPs are established on each network, Core’s proposal clarifies that “[e]ach party shall have a duty to provide for the transport and delivery of interconnection traffic to the other party at the other party’s IP.” *Id.*, at § 1.3. Accordingly, the parties’ duties to provide an IP, and transport originating traffic to the other party’s IP, are exactly symmetrical.

10. Core believed and continues to believe that this position on the IP/POI issue is fully supported by federal and state law, as detailed in Core’s Main Brief (pp. 17-28).

11. As Core communicated to Windstream recently, Core hereby modifies its original position to offer an alternative. Core is willing to interconnect with Windstream, should Windstream desire, at one (1) Verizon tandem in each LATA in which both parties operate. The parties would interconnect with one another via cross-connects within the Verizon tandem, with each party purchasing cross-connects in connection with its own outbound traffic.

12. Upon information and belief, Windstream has previously installed facilities into



each of Verizon's tandem offices in Pennsylvania. Therefore, although Windstream does not own the tandem, it does own facilities at that location and its collocation or presence there should be considered a viable node on its network and available for interconnection by a CLEC such as Core.

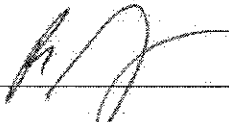
13. Core believes that this alternative proposal to interconnect at a Verizon access tandem in each LATA diminishes Windstream's advocacy on Issue NIA Issue 1 (Point of Interconnection (POI)) and ICC Issue 1 Rating of "VNXX" Traffic. Core understands Windstream's position on these issues rests, at least in part, on its objection to paying for or self-providing transport into Core's POP in each LATA. The alternative proposal lessens this concern inasmuch as transport into Verizon's tandems is likely cheaper and easier to provision than transport into Core's POPs.

14. Over the past three years, Core has negotiated three (3) traffic exchange agreements ("TEAs") with other CLECs also operating in Pennsylvania, as well as neighboring states.

15. In each of these TEAs, Core and the other CLEC have agreed to determine the jurisdiction of each call that passes between them based upon the NPA-NXX of the calling and called parties. The parties have further agreed to determine whether each call should be rated as local or toll based upon the NPA-NXX of the calling and called parties.

16. Other than using an NPA-NXX analysis, I am aware of no other reliable or workable method to determine jurisdiction and rating of calls on a call-by-call basis.

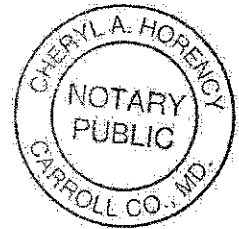
I, Bret Mingo, (Affiant) being duly sworn according to law, depose and say that I am authorized to make this affidavit on behalf of Core Communications, Inc., being the holder of the office of President with that corporation, and that, I am an employee or agent of Core Communications, Inc., and that the facts above set forth are true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
(Signature of affiant)

Sworn and subscribed before me this 11th<sup>nd</sup> day of January, 2013

  
(Signature of official administering oath)

*My Commission Expires 7/12/16*



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

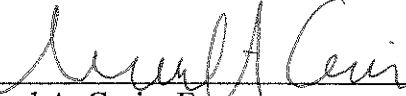
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Arbitration of Interconnection Rates, Terms :  
and Conditions with Windstream Pennsyl- :  
vania, Inc. pursuant to 47 U.S.C. § 252(b) :

**CERTIFICATE OF SERVICE**

I hereby certify that on this 11th day of January, 2013 copies of the foregoing Supplemental Brief have been served, via electronic mail and U.S. Mail, 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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