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August 1, 2014

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:

Enclosed for filing please find the Petition for Reconsideration and Clarification of Core Communications, Inc. in the above-captioned matter. Copies of the Petition were served in accordance with the attached Certificate of Service.

Thank you, and feel free to contact me if you have any questions or concerns.

Best regards,

STEVENS & LEE



Michael A. Gruin

cc: Certificate of Service
Cheryl Walker-Davis Director, Office of Special Assistants

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A PROFESSIONAL CORPORATION

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**PETITION FOR RECONSIDERATION AND CLARIFICATION OF CORE
COMMUNICATIONS, INC.**

Pursuant to Sections 703(f) of the Public Utility Code, 66 Pa. C.S.A. § 703(f), and 52 Pa. Code § 5.572, Core Communications, Inc. (“Core”) files this Petition for Reconsideration and Clarification of the July 9, 2014 Opinion and Order (“Order”) issued in the above-captioned proceeding.¹ Core appreciates the hard work of the Commission and its staff in analyzing the complicated issues involved with this arbitration and rendering a thorough and detailed Order. With this Petition, Core is respectfully requesting that the Commission reconsider two (2) discrete, but vitally important, aspects of the Order, as well as clarify one of its prior rulings as set forth in the Order, in order to resolve the parties’ few remaining ICA language disagreements. The matters for which reconsideration and clarification are requested are necessary to allow the parties complete the interconnection of their networks consistent with the Order, federal law and the Commission’s past orders in similar and related cases.

I. Introduction and Background

1. This matter involves a Petition for Arbitration (“Arbitration Petition”) filed by Core on March 30, 2006, pursuant to Subsection 252(b) of the Federal Telecommunications Act of 1996 (TA 96), 47 U.S.C. § 252(b), and applicable Commission Orders, rules and regulations. The

¹ By letter order dated July 24, 2014, the Commission extended the period for filing petitions for post-hearing relief from July 25, 2014 to August 1, 2014.

Petition is for the arbitration of unresolved issues related to the establishment of an Interconnection Agreement (“ICA”) between Core and Windstream Pennsylvania, LLC (“Windstream”).

2. Core’s Petition sought resolution of multiple interconnection issues that were in dispute between the parties.

3. The procedural history of this matter is set forth at length in the Order and in the January 9, 2008 Recommended Decision (“R.D.”) of Administrative Law Judge David Salapa.

4. The Order made rulings on each of the remaining disputed issues identified by the parties and ordered the parties to file an Interconnection Agreement consistent with the Commission’s resolution of the disputed issues within thirty (30) days of the date the Order was entered (i.e., by August 11, 2014). Order, at 88-91.

5. As set forth below, several of the Commission’s rulings require reconsideration or clarification in order for the parties to draft the appropriate language for inclusion in the final ICA that will be submitted to the Commission for approval, consistent with the Order, TA-96 and past Commission orders in similar ICA arbitrations.

II. Legal Standards

6. Section 703(g) of the Public Utility Code, 66 Pa. C.S.A § 703(g), authorizes the Commission to reopen the record in a proceeding to clarify or reconsider a prior Order.

7. Section 5.572 of the Commission’s regulations, 52 Pa. Code § 5.572, sets forth the procedure for seeking clarification or reconsideration of an Order.

8. The well-established standards for granting reconsideration or clarification of a prior Commission Order are set forth in *Duick v. PG&W*, 56 Pa. P.U.C. 553 (1982)(“*Duick*”):

A petition for reconsideration, under the provisions of 66 Pa. C.S. §703(g), may properly raise any matters designed to convince the commission that it should

exercise its discretion under this code section to rescind or amend a prior order in whole or in part.....What we expect to see raised in such petitions are new and novel arguments, not previously heard, or considerations which appear to have been overlooked or not addressed by the commission. Absent such matters being presented, we consider it unlikely that a party will succeed in persuading us that our initial decision on a matter or issue was either unwise or in error.(*Duick*, at 59).

9. In this case, Core seeks reconsideration of the Commission's ruling on intercarrier compensation for VOIP traffic, and intercarrier compensation for VNXX ISP-Bound Traffic.

III. Argument

a. Matters for Reconsideration

10. Core respectfully requests that the Commission reconsider its rulings on (i) Intercarrier Compensation for VOIP Traffic; and (ii) Intercarrier Compensation for VNXX ISP-Bound Traffic.

i. Intercarrier Compensation for VOIP Traffic (ICC Issue No. 1)

11. Core initially raised the issue of intercarrier compensation for voice-over-Internet protocol ("VOIP") traffic in its Arbitration Petition, at 10 (noting Windstream's position that "calls using VOIP technology also be classified based on geographic locations for compensation purposes.").

12. In the Order, the Commission declined to address the issue of intercarrier compensation for voice-over-Internet protocol ("VOIP") traffic.

13. Specifically, the Commission found that:

We recognize that the issuance of the *USF/ICC Transformation Order* has had a substantial impact on the issue of intercarrier compensation for VoIP traffic across the industry. However, we agree with Windstream PA that this particular issue was not submitted for arbitration in this proceeding and was not addressed by the ALJ in his Recommended Decision. Furthermore, the Secretarial Letter was clear in reopening the record for the narrow reasons discussed above and was limited to the outstanding issues

in this pending proceeding. Because the issue of how to handle VoIP traffic was not an outstanding issue in this proceeding, these claims cannot be raised at this time. Order, at 12.

14. The Commission ordered:

Notwithstanding our finding that Core's proposal regarding the handling of VoIP traffic outlined in the Mingo Affidavit may not be considered, we are of the opinion that we may, nonetheless, discuss generally the handling of VoIP-Public Switched Telephone Network (PSTN) traffic. We note that paragraph 960 of the USF/ICC Transformation Order states that in the absence of an agreement otherwise, the default rates for toll VoIP-PSTN traffic set forth in the Companies' tariffs are applicable, while rates for "Other VoIP-PSTN traffic will be subject to otherwise applicable reciprocal compensation rates." Our review of the record in this proceeding indicates that Attachment 12 of the ICA at issue governs the rates for reciprocal compensation between the Parties. Accordingly, we shall direct the Parties to follow the generic provisions of paragraph 960 of the USF/ICC Transformation Order until such time that the Parties negotiate an amendment to the ICA outlining specific provisions for the handling of VoIP-PSTN Traffic. Order, at 12-13.

15. Core respectfully requests that the Commission reconsider these findings relative to intercarrier compensation for VOIP traffic.

16. In its October 4, 2012 letter to the parties ("2012 Letter"), the Commission found that "[t]he present Interconnection Arbitration Proceeding has been pending for some period of time and the outstanding legal and technical issues that need to be resolved may have been impacted by the *USF/ICC Transformation Order*..." 2012 Letter, at 1.

17. The Commission found that it "believes that the timely and comprehensive disposition of this matter requires that the evidentiary record of this proceeding be reopened for the very limited purpose of submitting supplemental initial and reply briefs that can correspondingly be accompanied by appropriately executed technical evidentiary affidavits." 2012 Letter, at 1.

18. “At a minimum, the Commission requires that the submission of the supplemental initial and reply briefs address the following areas and/or provide the necessary information in the manner requested and specified below:

1. The potential impacts, if any, of the USF/ICC Transformation Order on the outstanding issues in this pending proceeding. The relevant discussion and technical evidentiary presentations should not be limited to the intercarrier compensation area alone but should also cover interconnection issues to the extent that the USF/ICC Transformation Order may have conclusively addressed them.

19. The issue of intercarrier compensation for VOIP traffic was addressed, conclusively and for the first time, by the FCC in the *USF/ICC Transformation Order*.²

20. Core subsequently discussed the issue of intercarrier compensation for VOIP traffic in its October 25, 2007 Main Brief. Core M. Br., at 49-51 (“VOIP Traffic is Telecommunications and is Compensable Under Section 251(b)(5) of the Act.”).

21. Core noted in its Exceptions that the R.D. failed to address VOIP traffic. Core Exceptions, at 27 (“[t]his is unfortunate, since the parties clearly disagree on treatment of VOIP traffic.”). Core urged the Commission to rule on its position that “VOIP traffic that passes between the parties’ networks is ‘telecommunications’ traffic that is subject to reciprocal compensation arrangements under section 251(b)(5).” Core Exceptions, at 27-28.

22. Responding to the 2012 Letter, Core, in its January 11, 2013 Supplemental Brief, once again urged the Commission to address the VOIP traffic issue, this time in light of the extensive provisions in the *USF/ICC Transformation Order* which addressed intercarrier compensation for VOIP traffic. Core Supp. Br., at 3-5.

23. Specifically, Core stated:

² *In re Connect America Fund, et al.*, 26 FCC Rcd. 17663 (2011), and subsequent Reconsideration and Clarification rulings (collectively *USF/ICC Transformation Order*), *aff’d sub nom, In re: FCC 11-161*, No. 11-9900, slip op. (10th Cir., May 23, 2014), at ¶¶ 933-75.

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.*** Core Supp. Br., at 4.

24. Accordingly, Core respectfully posits that the issue of intercarrier compensation for VOIP traffic was properly raised, and that the Commission can should proceed, now, to reconsider and resolve that issue in this case, rather than wait for the parties to “negotiate an amendment to the ICA outlining specific provisions for the handling of VoIP-PSTN Traffic,” which could well culminate in a lengthy and unnecessary further proceeding.³

b. Intercarrier Compensation for VNXX Traffic (ICC Issue Nos. 1 and 4)

25. Core initially raised the issue of intercarrier compensation for VNXX ISP-Bound Traffic in the Arbitration Petition, at 10 and 12. (ICC Issue Nos. 1 and 4).

26. Addressing these issues, the Commission found:

We note at the outset both Core’s and Windstream PA’s arguments regarding the Commonwealth Court Decision upholding the Commission’s Order in *Core’s Amended Certificate Proceeding*. *RTCC Decision, supra*. Given that we shall direct the Parties to adopt a bill and keep compensation regime for the ISP bound traffic exchanged via a VNXX arrangement, ***we find that we need not specifically address the applicability of this Commonwealth Court Decision here.*** Order, at 70, n. 26. (Emphasis added).

27. The Commission further found that:

Similarly, as traffic that is interstate in nature, we do not believe that VNXX-enabled ISP-bound traffic exchanged between the Parties should be subject to Section 251(b)(5) reciprocal compensation even though we have brought VNXX-enabled ISP

³ Core is prepared to execute a conforming ICA now, subject to refileing once appropriate language for VOIP traffic is determined.

bound traffic, *which is non-local traffic*, within the scope of Section 251(b)(5). Order, at 73. (Emphasis added).

28. The Commission further found:

We note that applying a bill and keep regime to the VNXX-enabled ISP-bound traffic exchanged between the Parties is consistent with our treatment of VNXX traffic exchanged for the purpose of providing foreign exchange service. *See Petition of US LEC of Pennsylvania, Inc. for Arbitration with Verizon Pennsylvania Inc. pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket No. A 310814F7000 (Order entered April 18, 2003) at 57-68. Order, at 77.*

29. Core respectfully requests that the Commission reconsider its finding that “we need not specifically address the applicability of this Commonwealth Court Decision here.”

30. In *Core’s Amended Certificate Proceeding*,⁴ the Commission found that “Core utilizes “virtual” NXX (VNXX) arrangements to provision local calling numbers for its customers.” *Core’s Amended Certificate Proceeding*, at 8.

31. In that proceeding, Core took the position that “the calls that are handled on a VNXX basis do not just appear to be local. Rather, the calls are local and subject to Section 251(b)(5) of TA-96.” *Core’s Amended Certificate Proceeding*, at 28.

32. The ALJ in that proceeding found that “Core’s business plan, which relies on the use of VNXX to provide Core’s retail ISP customers with the ability to offer “local” calls to their Internet dial-up customers despite the ISP’s POP not being in the dial-up customer’s local calling area, does not offer the transmission of messages or communications within a prescribed local calling area.” *Core’s Amended Certificate Proceeding*, at 11.

⁴ *Application of Core Communications, Inc. for Authority to amend its existing Certificate of Public Convenience and necessity and to expand Core’s Pennsylvania operations to include the provision of competitive residential and business local exchange telecommunications services throughout the Commonwealth of Pennsylvania, Docket No. A-310922F0002, Am.A, (Order entered December 4, 2006) (“Core’s Amended Certificate Proceeding”).*

33. The Commission rejected the ALJ's finding that VNXX calls are not "local." Specifically, the Commission found that "[w]ith regard to the local nature of Core's exchange service as a result of its use of VNXX, we would further agree with Core." *Core's Amended Certificate Proceeding*, at 31.

34. On appeal, the Commonwealth Court thoroughly reviewed *Core's Amended Certificate Proceeding*.⁵ The court found:

Core... considers dial-up calls to a fixed point located outside a prescribed local calling area but within a LATA to constitute a local call so long as the NXX combination is properly rated as a local call. 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. *Rural Telephone Co. Coalition v. Pa. PUC*, 941 A.2d, at 758. (Emphasis added).

35. Core respectfully requests that the Commission reconsider its findings that VNXX ISP-Bound Traffic is not local, based on its previous finding, in *Core's Amended Certificate Proceeding*, and which was affirmed in *Rural Telephone Co. Coalition v. Pa. PUC*, that such traffic is local.

36. With respect to the *US LEC* order dated April 18, 2003 in Docket No. A 310814F7000, the Commission substantially modified its findings relative to VNXX traffic—and VNXX ISP-bound traffic in particular—in its 2006 order on "competing draft language proposals for inclusion in an interconnection agreement"⁶ in that proceeding:

⁵ *Rural Telephone Co. Coalition v. Pa. PUC*, 941 A.2d 751 (Pa. Cmwlth. 2008) (*Commonwealth RTCC Decision*).

⁶ *Petition of US LEC of Pennsylvania, Inc. for Arbitration with Verizon Pennsylvania Inc. pursuant to Section 252(b) of the Telecommunications Act of 1996*, Docket No. A-310814F7000, at 1 (Order entered January 18, 2006) ("*US LEC Language Order*").

[B]oth Parties agree that federal law governs any compensation that may be due for ISP-bound VNXX traffic. However, it is certain that they specifically disagree about the intent of federal law as to how the FCC's interim intercarrier compensation plan, which was adopted in the ISP Remand Order, should be applied.

US LEC is of the opinion that the interim intercarrier compensation rates for ISP-bound traffic includes both VNXX ISP-bound calls as well as calls to ISPs that are located in the same local calling area as the calling party. Verizon PA, as noted, opines that the FCC's interim intercarrier compensation plan applies only to calls where the ISP and the calling party are located in the same local calling area. In light of the fact that we have previously concluded in our April 18, 2003 Order that the FCC's ISP Remand Order has preempted rate authority by state commissions over intercarrier compensation for ISP-bound traffic, it is clear that this Commission lacks the authority to resolve the rate issue at hand. Consequently, we are of the opinion that, based on federal law, ***Verizon PA's proposal with regard to the definition of "Measured Internet Traffic" in Section 2.56 of the Glossary attempts to achieve a result relative to VNXX that is not the state of federal law.***

In *In the Matter of Starpower Communications, LLC v. Verizon South, Inc.*, 18 FCC Rcd 23625 (Rel. November 7, 2003), 2003 FCC LEXIS 6245, the FCC granted a complaint for damages filed by Starpower Communications, Inc. (Starpower) against Verizon South, Inc., (Verizon South) for reciprocal compensation for Starpower's delivery of traffic originated by Verizon South's customers bound for Starpower's ISP customers, irrespective of whether such customers were served by Starpower through virtual NXX. ***It appears that US LEC's definition of Measured Internet Traffic encompasses all ISP-bound traffic dialed on a local basis, including virtual NXX ISP-bound traffic.*** Notwithstanding that the FCC is the appropriate forum to resolve the substantive dispute between the Parties, ***we shall adopt US LEC's language on this issue as it appears consistent with the FCC determination in Starpower v. Verizon South.***
US LEC Language Order, at 9-10. (Emphasis added).

37. Core respectfully request that the Commission reconsider its findings that VNXX ISP-Bound Traffic is not covered by the *ISP Remand Order*, based on its previous finding, in the *US LEC* proceedings, that such traffic is compensable under that order. Clearly, permitting one

CLEC (US LEC) to collect intercarrier compensation for VNXX ISP-bound traffic, while denying that same right to another CLEC (Core) is discriminatory and contrary to the aims of TA-96 and Commission competition policy.

38. Accordingly, Core respectfully requests that the Commission reconsider its rulings on ICC Issue Nos. 1 and 4, acknowledge its previous findings that VNXX ISP traffic is “local,” and that the ISP Remand Order applies to VNXX ISP traffic, and rule in Core’s favor on these interrelated issues, consistent with TA-96 and the Commission’s own past precedent.⁷

c. Matters for Clarification

39. The Commission directed:

That with respect to any further disagreements that may arise between the Core Communications, Inc., and Windstream Pennsylvania, LLC f/k/a Alltel Pennsylvania, Inc. in drafting a conforming Interconnection Agreement as outlined in Ordering Paragraph 17 above, such disagreements will be considered only within the context of properly and timely filed petitions for reconsideration or clarification. Order, at 90 and Ordering Paragraph 18.

40. The parties have conferred and narrowed the scope of their disagreements relative to conforming ICA language. Core will continue to confer with Windstream in order to eliminate, if possible, the remaining disagreements. However, because ICA language differences remain as of the time of this filing, Core respectfully submits the following requests for language clarification.

41. To that end, Core has prepared a redline in legislative format, **Exhibit A**, showing the limited passages in the conforming ICA for which language differences exist. In this exhibit, the language proposed by Windstream, and accepted by Core, is in plain text. The language proposed by Windstream, but to which Core objects as inconsistent with the Order, appears in

⁷ Core is prepared to execute a conforming ICA now, subject to refiling should the Commission revise its directives with respect to these issues.

~~strike-through~~ text. Finally, language proposed by Core to further or better conform the ICA to the Order appears in underline text.

i. NIA Issues and Related Definitions Issues (NIA Issue No. 1 4; Definitions Issue No. 3)

42. The Commission found:

Based upon the above, we are of the opinion that Windstream PA's proposal under NIA Issue No. 1a and its associated proposed definition of an IP are consistent with TA96 and applicable law and should be adopted. Accordingly, we shall direct the Parties to include language in the ICA that: (1) clarifies that an IP/POI between the parties must be within Windstream PA's network; (2) does not mandate that any corresponding IP/POI be located within Core's network; (3) clarifies that Core must establish interconnection within Windstream PA's network within each LATA where it plans to exchange traffic; and (4) specifies that each party is responsible for traffic up to the IP/POI on its own side of the network. Order, at 30.

43. The Commission also found:

As indicated in the record, and outlined by Core in its Exceptions, Windstream PA operates in six LATAs and eleven service territories in Pennsylvania. Therefore, based upon the above Federal precedent, we shall also instruct the Parties to adopt language in the ICA that clarifies that Core must only establish one technically feasible POI per LATA in which it plans to exchange traffic with Windstream PA. Order, at 31.

44. The Commission further found:

As noted in our resolution of NIA Issue No. 1a and Definitions Issue No. 3, *supra*, the Third Circuit established precedent in *MCI v. BAPA* by ruling that, absent a mutual agreement between the parties, a CLEC is not required to establish more than one IP/POI per LATA in which it wishes to exchange traffic. Based upon the Third Circuit Court's ruling, we shall modify the ALJ's ruling approving Windstream PA's proposed language at Attachment 4, Section 12.1 of the ICA. We are of the opinion that Core is only required to interconnect at one POI within a LATA within sixty days of when indirect traffic exchanged with Windstream PA exceeds a DS1 level of traffic, and not at each end office where traffic exceeds a DS1 level within a LATA, as Windstream PA

advocates. We shall direct the Parties to adopt language outlining the provisions under which direct interconnection must occur that is consistent with this finding. Order, at 37.

45. Core's position is that its redline changes to Attachment 4: Network Interconnection Architecture, §§ 1.1, 1.2, 2.1, 2.2.2 and 8.1, as set forth in **Exhibit A**, are consistent with the Order, and necessary to implement the Commission's directives therein with respect to the POI/IP.

46. Specifically, the following Windstream language proposals are not consistent with the Order:

If Windstream determines it is technical feasible, Core may establish a single point of interconnection ("POI") within Windstream's network within that LATA. If Windstream determines that it is not technical feasible for establishment of a single POI in a given LATA then the Parties shall interconnect their networks as detailed in Sections 2-8 of this Attachment. (Att. 4, § 1.1).

* * *

If Windstream determines all of its exchanges within a particular LATA are directly interconnected, then Core may establish a single POI within that LATA. (Att. 4, § 2.1).

47. Nothing in the Order grants Windstream the unilateral ability to determine whether Core may interconnect at one, or (presumably) more than one, IP in each LATA. Rather, the Order quite clearly states that "Core is only required to interconnect at one POI within a LATA." Order, at 37. Further, the "technically feasible Point(s) of Interconnection" requirement is already enshrined in Att. 4, § 1.1.

48. By contrast, the language additions proposed by Core are fully consistent with the Order, and necessary to implement its directives:

Neither Party shall assess any charge upon the other Party for facilities on the first Party's side of the IP. (Att. 4, § 1.2).

Core shall establish one (1) IP on Windstream's network in each LATA in which it plans to exchange traffic with Windstream. (Att. 4, § 2.1).

Notwithstanding the foregoing, neither Party shall be responsible financially or otherwise for facilities beyond its side of the IP. (Att. 4, § 2.2.2).

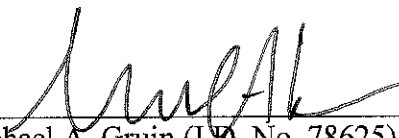
Notwithstanding the foregoing, Core shall not be required to interconnect with Windstream at more than one (1) IP in each LATA. (Att. 4, § 8.1).

IV. Conclusion

49. Core again notes its appreciation for the diligent effort of the Commission and staff in reviewing this complicated and voluminous record and rendering an Order which disposes of most of the issues in the proceeding.

50. WHEREFORE, Core respectfully requests that the Commission reconsider and clarify its Order as set forth above.

Respectfully Submitted,



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Counsel for Core Communications, Inc.

August 1, 2014

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE

1.0 Scope

- 1.1 Each Party shall provide interconnection to the other Party, in accordance with this Agreement, and in accordance with the standards and requirements governing interconnection set forth in 47 U.S.C. §251, FCC implementing regulations, and state law governing interconnection, at (i) any technically feasible Point(s) of Interconnection on Windstream's interconnected network within the LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of 251 (b)(5) Traffic, VNXX ISP-Bound Traffic, IntraLATA Interexchange Traffic, and InterLATA Interexchange Traffic.

~~If Windstream determines it is technical feasible, Core may establish a single point of interconnection ("POI") within Windstream's network within that LATA. If Windstream determines that it is not technical feasible for establishment of a single POI in a given LATA then the Parties shall interconnect their networks as detailed in Sections 2-8 of this Attachment.~~

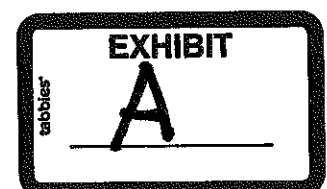
Traffic originated by a third party, not subject to this Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's End User, is not considered to be originating on that Party's network and may not be routed through direct interconnection.

- 1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities on its side of each IP. Each IP must be located within Windstream's serving territory in the LATA in which traffic is originating. An IP determines the point up to which the originating Party shall be responsible for providing at its own expense, the call transport with respect to its traffic. Neither Party shall assess any charge upon the other Party for facilities on the first Party's side of the IP.
- 1.3 An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will be provided to identify each IP.
- 1.4 This Attachment is based on the network configuration and capabilities of the Parties as they exist on the date of this Agreement. If those factors change (i.e., Windstream deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to Core.

2.0 Interconnection

2.1 Direct interconnection provides for network interconnection between the Parties at a technically feasible point on Windstream's interconnected network within a LATA as described in Section 2.1.1. Core shall establish one (1) IP on Windstream's network in each LATA in which it plans to exchange traffic with Windstream. ~~If Windstream determines all of its exchanges within a particular LATA are directly interconnected, then Core may establish a single POI within that LATA.~~ Traffic originated by a third party, not subject to this Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's End User, is not considered to be originating on that Party's network and may not be routed through direct interconnection. Direct interconnection shall be accomplished by, including but not limited to, one or more of the following methods: 1) lease arrangements, and 2) jointly provisioned facilities arrangements.

* * *



2.2.2 Traffic Volume (Only applicable in instances where a Windstream end office sits behind another carrier's tandem) – Where traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way facilities, additional facilities shall only be required by the Party whose facilities have achieved the preceding usage threshold. Notwithstanding the foregoing, neither Party shall be responsible financially or otherwise for facilities beyond its side of the IP.

* * *

8.0 Indirect Interconnection

8.1. Indirect Interconnection may be utilized only in instances where traffic to be exchanged pursuant to this Agreement is either originated from or terminated to Windstream a end office that sits behind another carrier's tandem. Further, when indirect traffic exceeds or is forecasted to exceed a single DS1 of traffic per month to/from a particular Windstream end office that sits behind another carrier's tandem, then the Parties shall install and retain direct end office facilities, pursuant to Section 2.0 of this Attachment to that particular Windstream end office sufficient to handle such traffic volumes. Indirect interconnection shall only be allowed to the extent each party is interconnected at a tandem which Windstream's end office subtends. Notwithstanding the foregoing, Core shall not be required to interconnect with Windstream at more than one (1) IP in each LATA.

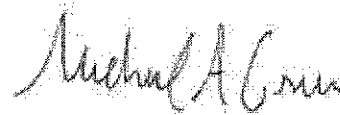
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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) :

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of August, 2014 copies of the foregoing Petition 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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