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August 11, 2014

Via Electronic Filing

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

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


Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Answer of Windstream Pennsylvania, LLC to the Petition for Reconsideration and Clarification of Core Communications, Inc. in the above-referenced matter. Copies of the Answer are being served upon the parties in accordance with the attached certificate of service.

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

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By 
Charles E. Thomas, III

Encl.

cc: Certificate of Service (w/encl.)
Cheryl Walker Davis, Office of Special Assistants (w/encl.)
Cesar Caballero, Esq. (w/encl.)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**ANSWER OF WINDSTREAM PENNSYLVANIA, LLC
TO THE PETITION FOR RECONSIDERATION AND CLARIFICATION
OF CORE COMMUNICATIONS, INC.**

AND NOW, comes Windstream Pennsylvania, LLC (“Windstream”), by its attorneys, and, pursuant to 52 Pa. Code § 5.572(e), files this Answer to the Petition of Core Communications, Inc. (“Core”) for Reconsideration and Clarification of the Pennsylvania Public Utility Commission’s (“Commission”) Opinion and Order entered July 10, 2014 (“July 10 Order”) in the above-captioned proceeding. In support thereof, Windstream submits as follows:

I. INTRODUCTION

1. This matter concerns a Petition for Arbitration filed by Core pursuant to Section 252(b) of the Federal Telecommunications Act of 1996 (“TA-96”), 47 U.S.C. § 252(b), requesting that the Commission arbitrate the terms and conditions of an interconnection agreement (“ICA”) between Windstream and Core.

2. On July 10, 2014, the Commission entered its Opinion and Order addressing and disposing of all unresolved issues between Windstream and Core regarding the language offered by each party for inclusion in the proposed ICA. The disputed issues pertained to security deposit requirements, acceptable points and methods of interconnection, volume limitations for indirect interconnection, third-party tandem services, virtual NXX (“VNXX”) compensation and

jurisdiction, applicability of reciprocal compensation to roughly balanced local traffic, applicability of the Federal Communications Commission's ("FCC") *ISP Remand Order*,¹ application of NXX codes, and various definitions. In its July 10 Order, the Commission directed the parties to file an ICA consistent with the Commission's resolution of the issues within thirty days.² The Commission indicated that it would consider any further disagreements between the parties only within the context of proper and timely petitions for reconsideration or clarification.³

3. On August 1, 2014, Core filed a Petition for Reconsideration and Clarification of the Commission's July 10 Order.⁴ Through its Petition, Core seeks reconsideration of the Commission's rulings concerning Intercarrier Compensation for Voice-over Internet Protocol ("VOIP") Traffic (ICC Issue No. 1) and Intercarrier Compensation for VNXX ISP-Bound Traffic (ICC Issue Nos. 1 and 4). Core also seeks clarification of language to be used in the conforming ICA with respect to certain network interconnection architecture issues and definitions related thereto (NIA Issue Nos. 1 and 4; Definitions Issue No. 3).

II. LEGAL STANDARDS FOR RECONSIDERATION OR CLARIFICATION

4. Section 703(g) of the Public Utility Code, 66 Pa. C.S. § 703(g), authorizes the Commission to reopen the record in a proceeding to reconsider or clarify a prior order. Section 5.572 of the Commission's regulations, 52 Pa. Code § 5.572, sets forth the procedures for petitioning for post-hearing relief, including reconsideration or clarification of a Commission

¹ *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, Order on Remand and Report and Order (April 17, 2001).

² *July 10 Order* at 90 (Ordering Paragraph 17).

³ *Id.* (Ordering Paragraph 18). By Secretarial Letter dated July 24, 2014, the Commission extended the deadline for filing petitions for post-hearing relief until August 1, 2014.

⁴ Windstream also filed a Petition for Reconsideration and Clarification of the July 10 Order on even date therewith.

order.

5. The Commission articulated its standards for determining whether reconsideration is warranted in *Duick v. Pennsylvania Gas and Water Co.*, 56 Pa.P.U.C. 553 (1982), stating in pertinent part:

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. In this regard, we agree with the court in the *Pennsylvania Railroad Company* case, wherein it was said that:

Parties ... cannot be permitted by a second motion to review and reconsider, to raise the same questions which were specifically considered and decided against them ...

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.⁵

6. Additionally, a petition for reconsideration is properly before the Commission where it pleads newly discovered evidence, alleges errors of law, or a change in circumstances. *Pa. P.U.C. v. Jackson Sewer Corp.*, 96 Pa.P.U.C. 386 (2001). Petitions for reconsideration must allege newly discovered evidence not discoverable through the exercise of due diligence prior to the close of the record.⁶

7. As set forth herein, Core's Petition, to the extent it seeks reconsideration of the July 10 Order, fails to meet the applicable standards for reconsideration under *Duick* and *Jackson* and should be denied. With respect to Core's request for clarification of NIA Issue Nos. 1 and 4

⁵ *Id.* at 559; see also *Joint Petition of Metropolitan Edison Co., Pennsylvania Elec. Co., Pennsylvania Power Co. and West Penn Power Co. for Approval of Their Default Service Programs*, Docket Nos. P-2011-2273650 et al. (Amended Opinion and Order entered October 11, 2012) ("In addition to petitions for reconsideration, [52 Pa. Code § 5.572] encompasses, *inter alia*, petitions for rehearing, reargument, and clarification. As with petitions for reconsideration, such petitions are decided by the application of the standards set forth in *Duick*[.]").

⁶ *Duick*, 56 Pa.P.U.C at 558.

and Definitions Issue No. 3, Windstream submits that those issues should be clarified consistent with Windstream's own pending Petition for Reconsideration and Clarification.

III. ARGUMENT

A. The Commission Should Deny Core's Petition Seeking Reconsideration Of The July 10 Order's Rulings Regarding Intercarrier Compensation for VOIP Traffic (ICC Issue No. 1) and Intercarrier Compensation for VNXX ISP-Bound Traffic (ICC Issue Nos. 1 and 4)

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

8. In its Petition, Core asks the Commission to reconsider its July 10 Order relative to the issue of intercarrier compensation for VOIP traffic. Core states that the Commission declined to address the issue in its July 10 Order, but that the Commission should now reconsider the issue because Core properly raised the issue in its various pleadings throughout this proceeding.⁷

9. Nothing new or novel has been raised by Core with respect to the issue of intercarrier compensation for VOIP traffic, nor is there any disclosure of newly discovered evidence or substantial change in circumstances. The arguments made by Core in its petition pertaining to ICC Issue No. 1 are the very same arguments and positions that were previously considered and rejected by this Commission. The *Duick* and *Jackson* requirements have not been met.

10. The Commission declined to address the issue of intercarrier compensation for VOIP traffic in its July 10 Order and should not do so now. As the Commission noted, "any issue or argument not specifically addressed herein has been duly considered and will be denied without further discussion. It is well settled we are not required to consider expressly or at

⁷ Core Petition at 3-6.

length each contention or argument raised by the parties.”⁸ For this reason alone, Core’s petition fails to satisfy the standards that must be met to warrant reconsideration as set forth in *Duick* and *Jackson* and should be denied.

11. In its July 10 Order, the Commission correctly found:

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.⁹

12. Despite this finding, the Commission, nevertheless, provided guidance on the issue to the parties by ordering them to follow the FCC’s *USF/ICC Transformation Order* for the compensation of terminating traffic.

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.¹⁰

⁸ July 10 Order at 10 (citing *Consolidated Rail Corporation v. Pa. P.U.C.*, 625 A.2d 741 (Pa. Cmwlth. 1993) and *University of Pennsylvania v. Pa. P.U.C.*, 485 A.2d 1217 (Pa. Cmwlth. 1984)).

⁹ July 10 Order at 12 (footnote omitted).

¹⁰ *Id.* at 12-13 (footnote omitted).

13. The Commission's directive is clear and straightforward. The parties are to follow the provisions of ¶ 960 of the *USF/ICC Transformation Order* which provides for terminating compensation for both toll VOIP-PSTN traffic and "Other VOIP traffic" and recognizes the rate application for each traffic type. In compliance with the *USF/ICC Transformation Order*, effective July 1, 2014, Windstream's terminating rates for toll VOIP and Other VOIP traffic are the same, so the jurisdiction of the call is moot. For clarification purposes, Windstream's terminating interstate and intrastate switched access rate and Windstream's reciprocal compensation rate are the same. The draft conforming ICA attached as Exhibit 1 to Windstream's Petition for Reconsideration and Clarification includes the reciprocal compensation rate as of July 1, 2014 (*see* Appendix B, page 108).

14. In Paragraph 24 of its Petition, Core argues that the Commission should reconsider and resolve the issue now, instead of waiting for the parties to negotiate an amendment to the ICA outlining specific provisions for the handling of VOIP-PSTN traffic, because negotiation "could well culminate in a lengthy and unnecessary further proceeding."¹¹ Despite Core's contentions, no amendment to the ICA will be required. Windstream's rates are reflective of the current rate phase down established by the *USF/ICC Transformation Order*. While Core did not submit a conforming ICA with its Petition and, thus, there is no Appendix B price list similar to Windstream's draft conforming ICA, Core clearly notes in Paragraph 41 and Exhibit A to its Petition that this rate application is not contested. As the issue is not in dispute between the parties, reconsideration is not required to implement a conforming ICA.

(ii) Intercarrier Compensation for VNXX Traffic (ICC Issue No. 1)

15. Core also seeks reconsideration of the July 10 Order with respect to the issue of

¹¹ Core Petition at 6.

intercarrier compensation for VNXX ISP-Bound traffic, requesting in Paragraph 38 of its Petition that the Commission:

- Reconsider its rulings on ICC Issue Nos. 1 and 4;
- Acknowledge its previous findings that VNXX ISP-Bound Traffic is local and that the *ISP Remand Order* applies to VNXX ISP-Bound Traffic; and
- Rule in Core’s favor on these interrelated issues, consistent with the Telecommunications Act of 1996 and Commission precedent.¹²

16. Specifically, Core makes three requests for reconsideration. First, Core asks the Commission to reconsider its finding that it need not specifically address the applicability of the Commonwealth Court’s decision in *Rural Telephone Co. Coalition v. Pa. P.U.C.*, 941 A.2d 751 (Pa. Cmwlth. 2008), which upheld the Commission’s Order in *Core’s Amended Certificate Proceeding*, Docket No. A-310922F0002, Am.A, (Order entered December 4, 2006).¹³ Second, Core seeks reconsideration of the Commission’s 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.”¹⁴ Third, Core requests 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.”¹⁵

17. Despite Core’s contentions, the Commission already considered, addressed, and analyzed the case law and arguments espoused by Core in its Petition in rendering its ruling on the issue of intercarrier compensation for VNXX ISP-Bound traffic. Reconsideration of the

¹² Core Petition at 10.

¹³ Core Petition at 6-7.

¹⁴ Core Petition at 8.

¹⁵ Core Petition at 8-9.

issue at this time, therefore, is neither appropriate or warranted, nor consistent with *Duick* and *Jackson*. The July 10 Order correctly concluded that VNXX ISP-Bound traffic cannot be local when calls are not in the same local calling area. It is interexchange service not subject to the reciprocal compensation regime established by the FCC. As the Commission determined:

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 bound traffic, which is non-local traffic, within the scope of Section 251(b)(5). Our position is consistent with federal precedent, which finds that given the absence of any express intent by the FCC to expand the coverage of the *Order on Mandamus* beyond local ISP-bound traffic, the FCC has not imposed Section 251(b)(5) reciprocal compensation requirements on VNXX-enabled ISP-bound traffic. *Level 3 Commc'ns, LLC, v. Public Util. Comm'n of Or.*, 855 F.Supp.2d 1179 (D. Or. 2012). For this reason, we are also not persuaded that Core's proposed definition of "Non-Access Reciprocal Compensation" should be included in the ICA.¹⁶

18. Furthermore, the Commission correctly concluded that the FCC's intercarrier compensation regime established in the *ISP Remand Order* applies to local ISP-bound traffic and has not been expanded to other types of traffic, including VNXX ISP-bound traffic.¹⁷ Accordingly, VNXX traffic, including VNXX-enabled ISP-bound traffic, is not subject to the FCC's reciprocal compensation regime. In finding that VNXX-enabled ISP-bound traffic is not subject to the reciprocal compensation regime, the Commission rightly relied on recent court decisions from various circuit courts rather than *Core's Amended Certificate Proceeding*.¹⁸ Core's contentions notwithstanding, the Commission, in *Core's Amended Certificate Proceeding*, did *not* make a determination with regard to the intercarrier compensation treatment for VNXX ISP-bound traffic. Instead, the Commission decided:

¹⁶ July 10 Order at 73.

¹⁷ *Id.* at 74.

¹⁸ *See id.* at 75.

...[W]e will not make any conclusions at this time on the issue of intercarrier compensation for traffic that moves over VNXX arrangements.¹⁹

Therefore, the Commission correctly concluded in its July 10 Order that it did not need to address in the instant proceeding the applicability of the Commonwealth Court's decision in *Rural Telephone Co. Coalition v. Pa. P.U.C.*, *supra*, or the Commission's order in *Core's Amended Certificate Proceeding*.

19. The Commission's conclusion that VNXX-enabled ISP-bound traffic is not subject to the reciprocal compensation regime established in the *ISP Remand Order* is fully supported by recent case law. Accordingly, Core's request to subject such traffic to reciprocal compensation charges must be rejected.

20. Having failed to raise any new or novel arguments or matters, not previously heard or considered by this Commission, Core's Petition fails to satisfy the standards under *Duick* and *Jackson* with respect to the issue of intercarrier compensation for VNXX-enabled ISP-bound traffic. Core's various requests for reconsideration on this issue should be denied.

B. The Commission Should Clarify Its July 10 Order With Respect To NIA Issue Nos. 1 and 4 and Definitions Issue No. 3 Consistent With The Arguments Advanced In Windstream's Petition For Reconsideration And Clarification

21. In addition to matters for reconsideration, Core's Petition also seeks clarification from the Commission relative to language to be used in the conforming ICA with respect to certain network interconnection architecture issues and definitions related thereto (NIA Issue Nos. 1 and 4; Definitions Issue No. 3). Clarification is warranted, Core argues, because several disagreements remain between the parties relative to conforming ICA language as of the date of

¹⁹ *Core's Amended Certificate Proceeding*, slip op. at 30 (citing the Commission's *VNXX Statement of Policy* at 11 (Order entered October 14, 2005)).

the Petition.²⁰ Core then spends several pages outlining its position on the language differences which exist and the language it proposes “to further or better conform the ICA” to the July 10 Order.²¹

22. The issues for which Core seeks language clarification are the very same issues on which Windstream has concomitantly sought reconsideration in its Petition for Reconsideration and Clarification now pending before the Commission. As such, Windstream concurs with Core that NIA Issue Nos. 1 and 4 and Definitions Issue No. 3 require further consideration and attention from the Commission before the parties can prepare a conforming ICA. Windstream disagrees, however, with the language proposed by Core in its Petition and submits that the Commission should reconsider and clarify its July 10 Order on these issues consistent with the arguments advanced by Windstream in its Petition for Reconsideration and Clarification. Accordingly, Windstream refers the Commission to Section III of its Petition for Reconsideration and Clarification (pages 5 through 16) and incorporates the same herein by reference.

23. While the parties are in agreement on the vast majority of the language on these issues, differences still exist as Core notes. Accordingly, Windstream attaches hereto as **Exhibit A** its suggested language changes to Attachment 4: Network Interconnection Architecture with respect to those items the parties do not agree. Language changes proposed by Windstream are underlined in Exhibit A, whereas language proposed by Core to which Windstream objects is stricken. Specific changes to Attachment 4 suggested by Windstream include:

- Section 1.1 – Windstream proposes a new paragraph that allows for 1 POI per LATA if Windstream determines it is technically feasible, but multiple POIs if Windstream determines 1 POI per LATA is not technically feasible.

²⁰ Core Petition at 10.

²¹ Core Petition at 10-13 and Exhibit A.

- Section 2.1 – Windstream proposes language allowing 1 POI per LATA if Windstream determines it is technically feasible (*i.e.*, where all of Windstream’s exchanges within a particular LATA are directly interconnected). Windstream deletes Core’s proposed language requiring only 1 POI per LATA without conditions to account for instances where 1 POI is technically unfeasible due to network limitations.
- Section 1.2 and 2.2.2 – Windstream rejects Core’s proposals to add sentences stating that neither party is financially responsible for the interconnection facilities past their respective sides of the POI.
- Section 8.1 – Windstream deletes Core’s proposed language requiring only 1 POI per LATA without conditions to account for instances where 1 POI is technically unfeasible due to network limitations.

24. These proposed language changes reflect the resolution of these matters consistent with the reasons and justifications set forth by Windstream in its Petition for Reconsideration and Clarification. Windstream submits that these changes are necessary to implement a conforming ICA which is consistent with the intents and directives of the Commission’s July 10 Order.

IV. CONCLUSION

WHEREFORE, for the reasons set forth herein, Windstream Pennsylvania, LLC requests that the Pennsylvania Public Utility Commission (i) deny Core Communications, Inc.'s Petition for Reconsideration and Clarification of the Opinion and Order entered July 10, 2014 to the extent the Petition seeks reconsideration of the Commission's rulings on intercarrier compensation for VOIP Traffic and intercarrier compensation for VNXX ISP-Bound Traffic, and (ii) take action consistent with the foregoing Answer insofar as the Petition seeks clarification.

Respectfully submitted,



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DATED: August 11, 2014

EXHIBIT A

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.

- 2.1.1 In order to gain connectivity, Core shall have the sole right and discretion to specify any of the following methods for interconnection at any of the IPs which are established pursuant to this agreement for the delivery of traffic to Windstream:

- a) IP at the Windstream Access Tandem Office where available, and;
- b) IP at the Windstream End Office;
- c) IP at the Windstream Access Tandem, where available, or End Office for a Windstream remote central office;
- d) IP at a mutually agreed upon location within Windstream's network (i.e. fiber meet point);
- e) IP where Windstream facilities (including facilities Windstream considers to be "retail" or "loop" as opposed to "IOF") exist having sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection requested by Core, Windstream shall complete all of the activities needed to implement an Interconnection Activation Date no later than thirty (30) days following Core's notice (as provided for above), or, a later Interconnection Activation Date to be mutually agreed upon by the Parties. Where Windstream facilities exist (including facilities Windstream considers to be "retail" or "loop" as opposed to "IOF") but are not of sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection specified by Core, Windstream shall complete all of the activities needed to implement an Interconnection Activation Date no later than sixty (60) days following Core's notice (as provided for above), or, a later Interconnection Activation Date to be mutually agreed upon by the Parties;
- f) IP at a collocation established by Core at a Windstream central office or tandem office where the IP is located, in which case Core shall pay Windstream applicable collocation charges as set forth in the Exhibit A: Collocation Pricing.

2.1.2 Lease arrangements will be governed by the applicable rates listed in Appendix B: Price List.

2.1.3 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the IP, however, should Windstream be required to modify its network to accommodate the interconnection request made by Core, Core agrees to pay Windstream reasonable charges for such modifications. If Core uses a third party network Carrier to reach the IP, Core will bear all third party Carrier charges for facilities and traffic.

2.2 The Parties shall utilize direct end office facilities under any one of the following conditions:

2.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office facilities plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Core and Windstream.

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.~~

2.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (2.2.1) or (2.2.2) above.

- 2.3 Both Parties agree only to deliver traffic to the other pursuant to and consistent with the terms of this Agreement. Neither Party shall utilize a third party for the delivery of traffic to the other pursuant to this Agreement without the consent of all Parties and without the establishment of mutually agreeable terms and conditions among all Parties governing any intermediary arrangement with a third party. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party telecommunications carrier to the end users of the other Party and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party or to accept transit traffic or intermediary arrangements with third parties.
- 2.4 Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.
- 2.5. Trunk Types.
- 2.5.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:
- 2.5.2. Interconnection Trunks for the transmission and routing of Section 251(b)(5) Traffic, VNXX ISP-Bound Traffic and IntraLATA IntercarrierTraffic, between their respective Telephone Exchange Service Customers; and
- 2.5.3. Access Connecting Trunks for the transmission and routing of InterLATA IntercarrierTraffic between Core's customers and purchasers of Switched Exchange Access Service via a Windstream access tandem; and
- 2.5.4. Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.
- 2.5.5. Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks) or in other separate agreements between the Parties

3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.
- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")

- 3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information ("OLI"), calling party category and charge number.
- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
- 3.6.1 disaster recovery provisions and escalations;
- 3.6.2 direct/high usage trunk engineering guidelines; and
- 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.0 Interconnection and Trunking Requirements

4.1 Section 251(b)(5) Traffic and IntraLATA IntercarrierTraffic

- 4.1.1 The Parties shall reciprocally terminate Section 251(b)(5) Traffic and IntraLATA IntercarrierTraffic originating on each other's networks as follows:
- 4.1.1.1 Where technically feasible, the Parties shall make available to each other one-way or two-way trunks for the reciprocal exchange of combined 251(b)(5) Traffic and IntraLATA IntercarrierTraffic. In such case, each Party will provide

to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined 251(b)(5)Traffic and IntraLATA IntercarrierTraffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for 251(b)(5) Traffic and IntraLATA Intercarrier Traffic.

4.1.1.2 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.2 Trunking

4.2.1 Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.

4.2.2 Where Windstream is a 911 provider, separate trunks connecting Core's switch to Windstreams E911 routers will be established by Core. If Core purchases such services from Windstream, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Core, it is the responsibility of Core and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Core will be processed.

4.2.3 Core will not route traffic to Windstreams local end office switches to act as a tandem on Core's behalf nor will Windstream route traffic to Core's local end office switches to act as a tandem on Windstreams behalf.

4.2.4 This Agreement is applicable only to Windstreams serving areas. Windstream will not be responsible for interconnections or contracts relating to any of Core's interconnection with any other Carrier.

5.0 Network Management

5.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 Mass Calling

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6.0 Forecasting/Service Responsibilities

- 6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.
- 6.2 Windstream shall be responsible for forecasting and servicing the trunk groups terminating to Core. Core shall be responsible for forecasting and servicing the trunk groups terminating to Windstream end users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.
- 6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.
- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.0 Trunk Servicing

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an Core end office and Windstream access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Windstream will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

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.
- 8.2. Exchange Of Traffic
 - 8.2.1. The Parties may send each other Indirect Traffic.
 - 8.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

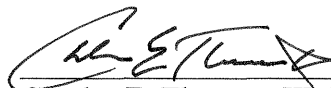
Petition of Core Communications, Inc. for :
Arbitration of Interconnection Rates, Terms and : Docket No. A-310922F7004
Conditions with Windstream Pennsylvania, Inc. :
Pursuant to 47 U.S.C. § 252(b) :

CERTIFICATE OF SERVICE

I hereby certify that I have this 11th day of August, 2014, served a true copy of the foregoing document upon the participants listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by participant).

Via Email and First Class Mail

Michael A. Gruin
Stevens & Lee
17 North Second Street
16th Floor
Harrisburg, PA 17101
mag@stevenslee.com



Charles E. Thomas, III (PA ID No. 201014)