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October 9, 2014

The Honorable Steve Mihalchick
Office of Administrative Hearings
P.O. Box 64620
St. Paul, MN 55164-0620

**Re: In the Matter of the Petition of Hutchinson Telecommunications Inc.
for Arbitration of Interconnection Agreements with CenturyLink
under 47 U.S.C. § 252(b)
MPUC Docket No. P-421, 5561, 430/IC-14-189
OAH Docket No. 48-2500-31383**

Dear Judge Mihalchick:

On October 3, 2014, Embarq Minnesota Inc. dba CenturyLink EQ filed a Post-Hearing Brief in the above-referenced matter, which stated that a revised and updated Issues Matrix would be filed the week of October 5, 2014.

Enclosed for filing is the updated Joint Issues Matrix as of October 3, 2014. The issues highlighted in yellow reflect issues that CenturyLink and HTI have resolved in the past few weeks and issues that remain open with each party's most current positions/language proposals. Any new/clarifying additional language the parties are proposing is in red font in their Proposed Language columns. CenturyLink also updated its position statements consistent with any new proposed language.

Any issues the parties have closed out since the Issues Matrix was originally filed by CenturyLink are reflected as "ISSUE CLOSED", and the language is now shown with strikethrough on the entire row, except for the language that the parties agreed to.

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If you should have any questions in this regard, please feel free to contact me.

Very truly yours,

/s/ Jason D. Topp

Jason D. Topp

JDT/bardm

Enclosures

cc: Service List

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Hutchinson (HTI) / CenturyLink (CTL) Arbitration
Docket No. P421,5561,430/IC14-189

Unresolved Issues October 3, 2014

Unresolved Issues	Related Issue(s)	CTL's Proposed Language	HTI's Proposed Language	CTL Position Statements	HTI Position Statements
<p><u>Issue 1</u></p> <p>Definitions-</p> <p>"End User"</p>		<p>Any third party retail customer that subscribes to, and does not resell to others, a service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party, where the service provided by such Party's wholesale customer is derived from a Telecommunications Service provided to such Party by the other Party. Unless otherwise specified, a reference to a Party's End Users shall be deemed to refer to either (i) or (ii) above. As used herein, End User does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement, nor any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) or their retail customers.</p>	<p>A third party retail customer that subscribes to a Telecommunications Service. As used herein, End User does not include any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) or their retail customers.</p>	<p>HTI's language fails to include the necessary requirement that the end user cannot be a reseller.</p>	<p>CTL's proposed definition is unreasonably and unnecessarily complicated.</p>
<p><u>Issue 2</u></p> <p>ISSUE CLOSED</p> <p>Definitions-</p> <p>"Indirect Network Connection"</p>		<p>A method of interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.</p>	<p>A method of interconnection for the exchange of Local Traffic traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.</p>	<p>CTL: CTL does not agree with deletion; Local Traffic is clearly defined in the agreement; CTL proposed language in 37.1.2 specifying that IntraLATA LEC Toll Traffic will not be exchanged. Since this is HTI's reason for the deletion, it is inappropriate.</p>	<p>HTI accepts CTL's proposed language. This issue is resolved.</p>

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Unresolved Issues	Related Issue(s)	CTL's Proposed Language	HTI's Proposed Language	CTL Position Statements	HTI Position Statements
<p>Issue 3</p> <p>Definitions-</p> <p>"IntraLATA Toll Traffic"</p> <p>ISSUE CLOSED</p>		<p>Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the originating or terminating CenturyLink Local Calling Area consistent with Commission requirements.</p>	<p>Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the originating or terminating CenturyLink Local Calling Area as mandated by the Commission.</p>	<p>CTL: HTI issue raised in arbitration filing not previously an issue in negotiation. HTI proposed alternative language. CTL proposes new language consistent with isolating this Tariff issue to issue 4 in the definition of Local Calling Area. CTL proposed a new definition for "IntraLATA Toll Traffic" which is dependent upon HTI accepting both CTL's definition for "IntraLATA Toll Traffic" as well as CTL's proposed definition for "Local Calling Area".</p> <p>CTL rejects HTI's 4/3/14 proposal. The Commission does not issue affirmative orders on all Local Calling Areas. Rather, the Commission approves CTL's tariffs which outline the LCAs.</p> <p>CTL proposes edits to CTL language for HTI review.</p>	<p>At issue is primacy of the Commission authority and mandated scope of a LCA and/or EAS versus the CTL tariff. The same or very similar issues exist for 4,5,6, and 13. All could be resolved by appending "as mandated by the Commission" or similar language.</p> <p>HTI agrees to CTL's proposed language.</p>
<p>Issue 4</p> <p>Definitions-</p> <p>"Local Calling Area"</p> <p>ISSUE CLOSED</p>		<p>The CenturyLink Local Calling Area, or mandatory Extended Area Service (EAS) exchanges, as expressed in the CenturyLink tariff consistent with Commission requirements.</p>	<p>The CenturyLink means a local exchange area, or mandatory Extended Area Service (EAS) exchanges, as required by a State Commission or as defined in CenturyLink's local exchange Tariffs.</p>	<p>-CTL's local exchange Tariffs are where CTL's Local Calling Areas are defined for purposes of this Agreement. CTL proposes to use the capitalized, defined term of Local Calling Area instead of local exchange area, as this was an error in CTL's originally proposed language. For the purposes of this agreement, Local</p>	<p>See issue 3.</p> <p>HTI agrees with CTL's proposed language.</p>

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				<p>Calling Area means CTL's Local Calling Area. CTL proposed language which more accurately reflects the purpose of the CTL tariff.</p> <p>CTL proposes edits to CTL language for HTI review, which is consistent with how issues 3 and 13 have been resolved/closed.</p>	
<p><u>Issue 5</u></p> <p>ISSUE CLOSED</p> <p>Definitions- "Local Traffic"</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding ISP-Bound Traffic and Commercial Mobile Radio Service "CMRS" traffic) that is physically originated and physically terminated within CenturyLink's Local Calling Area, or mandatory extended area service (EAS) area, as defined by the Commission, or if not defined by the Commission, then as defined in existing CenturyLink Tariffs.</p>	<p>for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding ISP-Bound Traffic and Commercial Mobile Radio Service "CMRS" traffic) that is physically originated and physically terminated within CenturyLink's Local Calling Area, or mandatory extended area service (EAS) area, as defined by the Commission. Local Traffic shall be considered to be "Non-Access Telecommunications Traffic" as such term is used in the Agreement, or if not defined by the Commission, then as defined in existing CenturyLink Tariffs.</p>	<p>CTL accepts HTI's proposed definition if HTI accepts CTL's definition of "Non-Access Telecommunications Traffic", Issue 9.</p> <p>CTL disagrees with HTI's position statement that the definition of "Local Traffic" is related to issue 3. HTI agreed to CTL's proposed definition for "Non-Access Telecommunications Traffic" (Issue 9) and CTL thus agreed to HTI's proposed definition for "Local Traffic" which resolves Issue 5.</p> <p>CTL corrected the HTI proposal on 10/3/14 to remove language that was added in error.</p>	<p>See issue 3.</p>
<p><u>Issue 6</u></p> <p>Definitions- "Local VoIP-PSTN Traffic"</p> <p>ISSUE CLOSED</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink Local Calling Area or mandatory extended area service (EAS) area and shall be considered to be "Non-Access</p>	<p>is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as</p>	<p>The only remaining difference between the HTI proposed language and CTL's most recent proposal is that CTL uses the defined term Local Calling Area. The use of the defined term is more appropriate.</p>	<p>See issue 3. HTI agreed to CTL proposal.</p>

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Unresolved Issues	Related Issue(s)	CTL's Proposed Language	HTI's Proposed Language	CTL Position Statements	HTI Position Statements
		Telecommunications Traffic" as such term is used in the Agreement.	defined in existing CenturyLink Tariffs, and shall be considered to be "Local Traffic" "Non-Access Telecommunications Traffic" as such term is used in the Agreement.		
Issue 7 Definitions- "Meet Point Interconnection Arrangement"		[Not a CTL definition-term not used in Agreement]	means each telecommunications carrier builds and maintains its network to a Meet Point. (47 C.F.R. § 51.5).	CTL rejects HTI's proposed definition since term not used in the Agreement proposed by CTL.	HTI definition accurately depicts scope of ILEC obligation.
Issue 8 Definitions- "Mid-Span Fiber Meet"		An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection, for purposes of §§251(c)(2) and 251(c)(3), remains on CenturyLink's network and is limited to the Interconnection of facilities between the CenturyLink Serving Wire Center and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center.	A form of Meet Point Interconnection Arrangement, which uses fiber optic transmission facilities to interconnect carriers' networks. An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection, for purposes of §§251(c)(2) and 251(c)(3), remains on CenturyLink's network and is limited to the Interconnection of facilities between the CenturyLink Serving Wire Center and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center.	CTL rejects HTI's proposed sentence adding the 'Meet Point Interconnection Arrangement' since term not used in the Agreement proposed by CTL. Mid Span Fiber Meet is the method described in this agreement that CTL uses to provide a network connection at a "Meet Point", thus making HTI's added definition (issue 7) and reference to the additional term in this added language unnecessary. CTL does not accept deletion of the last sentence, as that limitation ensures that CenturyLink is not obligated to provide facilities outside of the serving area of the POI switch.	CTL's proposed language would inappropriately limit interconnection options available to HTI. HTI's proposed definition, which defines "Mid Span Fiber Meet" as one variety of Meet Point Interconnection is consistent with the FCC's rules. See discussion of this issue contained in HTI's petition for arbitration.
Issue 9	5, 6, 9, 10, 12, 14, 16, 17, 26, 35,	For purposes of this Agreement, Non-Access	shall have the meaning given in 47 CFR 51.701(b). For the	CTL: CTL does not believe this definition is necessary. CTL	HTI accepts the CTL proposal. This issue is

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Unresolved Issues	Related Issue(s)	CTL's Proposed Language	HTI's Proposed Language	CTL Position Statements	HTI Position Statements
<p>ISSUE CLOSED</p> <p>Definitions- “Non-Access Telecommunications Traffic”</p>	<p>45, 46, 51</p>	<p>Telecommunications Traffic shall have the meaning given in 47 CFR 51.701(b)(1) and 51.701(b)(3). For the purposes of this Agreement Non-Access Telecommunications Traffic is limited to Local Traffic, Local VoIP-PSTN Traffic, and ISP-Bound Traffic which is not VNXX Traffic.</p>	<p>purposes of this agreement Non-Access Telecommunications Traffic includes Local Traffic, Local VoIP-PSTN Traffic, and ISP-Bound Traffic, which is not VNXX Traffic.</p>	<p>defines the different types of traffic to be exchanged elsewhere in the text of this Agreement; “Non-Access Telecommunications Traffic” is not a term used in CTL’s Agreement. Non-access Telecommunications traffic as HTI proposes to define it includes wireless traffic as well, and this Agreement is not for wireless services, as specifically stated in Section 2.1, Scope of the Agreement. If HTI is a CMRS Provider, HTI will also need a CMRS agreement with CTL. CTL would agree with using the term Non-Access Telecommunications Traffic if HTI accepts the proposed definition from CTL which properly excludes CMRS traffic from this agreement.</p>	<p>resolved.</p>
<p><u>Issue 10</u></p> <p>ISSUE CLOSED</p> <p>Definitions- “Percent Local Usage (PLU)”</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>is a calculation which represents the ratio of the Non-Access Telecommunications Traffic minutes to the sum of Local, IntraLATA Toll Traffic, and Toll VoIP-PSTN minutes between the Parties sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and Switched Access Service calls are not included in the calculation of PLU.</p>	<p>is a calculation which represents the ratio of the Non-Access Telecommunications Traffic to Switched Access Traffic, expressed as a percentage local minutes to the sum of local, intraLATA toll, and Toll VoIP-PSTN minutes between the Parties sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in</p>	<p>CTL: CTL opposes HTI’s changes as PLU is not intended to include Switched Access Traffic as Switched Access Traffic is not intended to be routed over local trunks. CTL has included the appropriate types of non-Local traffic in its definition, which are IntraLATA Toll and Toll VoIP-PSTN. If HTI agrees with CTL’s proposal in issue 9, CTL could agree in part with HTI’s proposed changes and</p>	<p>HTI accepts the CTL proposal. This issue is resolved.</p>

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			the calculation of PLU.	proposed new language.	
Issue 11 Defintions- "Point of Interconnection"	11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55	is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for local interconnection of their networks. Each POI also establishes the demarcation point to delineate each Party's financial obligations for facility costs except for both POIs established through the Bona Fide Request ("BFR") process in Section 59 and when DTT is ordered from an existing POI to a CenturyLink Tandem Switch or End Office.	Is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for local interconnection of their networks. For Each POIs also establishes not established through the Bona Fide Request ("BFR") process in Section _____, each POI also establishes the demarcation point to delineate each Party's financial obligations for facility costs.	CTL's proposed language accommodates HTI's request for a non-standard method of interconnection. The language clarifies that a non-standard method of interconnection may lead to alternative financial arrangements. CTL proposed on 9/26/14 additional language to the CTL language for HTI review.	CTL's reference to POIs not established through the BFR process as limiting CTL's financial responsibility is inconsistent with the FCC's rules. Whether the POI was established pursuant to a BFR process is irrelevant to the issue of financial responsibility.
Issue 12 ISSUE CLOSED Definitions- "Switched Access Service"	5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51	the offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.	the offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Any traffic that does not meet the definition of Local Traffic or ISP-Bound Traffic. Non-Access Telecommunications will be considered Switched Access Traffic. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.	CTL: CTL agrees with HTI's deletion but not HTI's inserted language. CTL proposes instead to delete the entire sentence in CTL's proposed language, as HTI's modifications make it needlessly confusing.	HTI accepts the CTL proposal. This issue is resolved.
Issue 13		is VoIP-PSTN Traffic that physically	is VoIP-PSTN Traffic that physically	-CTL can agree to the deleted language, if	See Issue 3 The Parties have

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<p>Definitions- "Toll VoIP-PSTN Traffic"</p> <p>ISSUE CLOSED</p>		<p>originates and terminates in different CenturyLink Local Calling Areas, or mandatory Extended Area Service (EAS) areas, consistent with Commission requirements.</p>	<p>originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs. For the purposes of this Agreement, Toll VoIP-PSTN Traffic is Switched Access Traffic.</p>	<p>HTI agrees with CTL's Local Calling Area definition in Issue 4, and capitalizing the term Local Calling Areas. CTL rejects the added language as CTL disagrees that traffic exchanged between the Parties which is Toll VoIP-PSTN is Switched Access Traffic as defined and provisioned with switched access tariffs. As ordered by the FCC, access tariff rates are used as default rates for this traffic, but the traffic itself is not provisioned as switched access traffic. Thus, HTI's addition is incorrect and CenturyLink has not agreed that Toll VoIP-PSTN Traffic will not be exchanged.</p> <p>CTL agrees with HTI's proposal to add, "consistent with Commission requirements"</p>	<p>agreed not to exchange IntraLATA LEC Toll. HTI believes Toll VoIP-PSTN Traffic is a subset of IntraLATA LEC Traffic or InterLATA Traffic which may be rated differently but would follow the same routing rules/agreements.</p> <p>Toll VoIP-PSTN Traffic will not be routed to CTL by HTI. HTI requests that CTL confirm whether it intends to route Toll VoIP-PSTN Traffic to HTI so we know if this is an issue.</p> <p>HTI proposed to add, "consistent with Commission requirements" at the end of CTL's language.</p>
<p>Issue 14</p> <p>Definitions- "Transit Traffic"</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>Means Non-Access Telecommunications Traffic, IntraLATA LEC Toll Traffic, and Toll VoIP-PSTN Traffic that is routed by CLEC through CenturyLink's network for delivery to a third party Telecommunications Carrier's network or Non-Access Telecommunications Traffic, IntraLATA Toll Traffic, Toll VoIP-PSTN Traffic, and CMRS traffic that is routed by a third party carrier through</p>	<p>means traffic exchanged between a CLEC End User and the customer of a third party carrier which traverses the CenturyLink network using CenturyLink Transit Service. For the purposes of this Agreement Jointly Provided Access Service is not considered Transit Traffic.</p>	<p>CTL rejects HTI's language as the complexity of CTL's proposal is needed to avoid future disputes regarding CMRS traffic since the parties have agreed to use the term Non-Access Telecommunications Traffic in this agreement.</p> <p>CTL's concern with HTI's language is that it excludes VoIP traffic. CTL's definition includes VoIP-PSTN Traffic that is routed</p>	<p>CTL's definition is unnecessarily complex. Neither CTL (Transit Service provider) nor HTI will be able to discern which Transit Traffic is VoIP or not.</p>

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		CenturyLink's network for delivery to CLEC's network.		over the interconnection trunks.	
<p><u>Issue 15</u></p> <p>ISSUE CLOSED</p> <p>Dispute Resolution- 24.1</p>		<p>The Parties disagree on whether certain services offered under this agreement are subject to Commission jurisdiction. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement, including the question of jurisdiction, that the Parties cannot resolve, may be submitted to the Commission for resolution. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.</p>	<p>The Parties disagree on whether certain services offered under this agreement are subject to Commission jurisdiction. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement, except those services in Part I (non-251 services). Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve, other than Part I (non-251 services), may be submitted to the Commission for resolution, in the manner provided for herein. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.</p>	<p>CTL: CTL accepts HTI's proposed changes to this section, with the additional edit re: jurisdiction as noted in red font.</p>	<p>HTI accepts the CTL proposal. This issue is resolved.</p>
<p><u>Issue 16</u></p> <p>ISSUE CLOSED</p> <p>Interconnection Section 37.1</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of Non-Access Telecommunications Traffic, IntraLATA LEC Toll Traffic, Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched</p>	<p>To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, Local and Toll VoIP-PSTN Traffic Non-Access Telecommunications Traffic, Transit Traffic</p>	<p>CTL: CTL has proposed an acceptable definition of "Non-Access Telecommunications Traffic" in Issue 9 which properly excludes wireless traffic exchange. As such, if HTI agrees to CTL's definition for "Non-Access Telecommunications Traffic", CTL can agree to HTI's changes in part and proposed new language.</p>	<p>HTI accepts the CTL proposal. This issue is resolved.</p>

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		<p>Access Service Traffic. This Agreement is intended only for wireline to wireline traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.</p>	<p>and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for Local Traffic consisting of wireline to wireline Non-Access Telecommunication Traffic communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.</p>	<p>CTL cannot agree with HTI's proposed elimination of the term Toll VoIP-PSTN (as it is not included as part of Non-Access Telecommunications Traffic). HTI's deletion would inappropriately restrict Toll VoIP-PSTN Traffic to Switched Access (Feature Group D) trunks. The ICC order allows for that traffic to be exchanged using Interconnection trunks.</p> <p>This agreement is not for wireless services exchanged between the Parties and that is reflected in CTL's proposed language. CTL can agree to HTI's deletion of the phrase which excludes Mobile Wireless Service traffic from this agreement, as it is already covered in CTL's proposed language. Both parties agree that if HTI is also a CMRS provider HTI would have to have a separate CMRS Agreement with CTL. The only appropriate CMRS traffic for this agreement would be CMRS-originated Transit Traffic routed through CTL to HTI, and this is reflected in CTL's proposed language.</p>	
<p><u>Issue 17</u> ISSUE CLOSED</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>This Part E governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Non-</p>	<p>This Part F governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Local</p>	<p>CTL: CTL has proposed an acceptable definition of "Non-Access Telecommunications Traffic" in Issue 9</p>	<p>HTI accepts the CTL proposal. This issue is resolved.</p>

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<p>Interconnection 37.1.1</p>		<p>Access Telecommunications Traffic, IntraLATA LEC Toll Traffic, Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic between CenturyLink and CLEC.</p>	<p>Traffic Non-Access Telecommunications Traffic between CenturyLink and CLEC.</p>	<p>which properly excludes wireless traffic exchange. As such, if HTI agrees to CTL's definition for Non-Access Telecommunications Traffic, CTL can agree to HTI's changes in part and proposed new language.</p> <p>CTL does not agree to the deletion of the terms "and billing" as the agreement does describe billing that occurs between the parties.</p>	
<p>Issue 18 Interconnection 37.1.2</p>		<p>The Parties shall use separate two-way Feature Group D trunks for the exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll Traffic, (other than Toll VoIP-PSTN or Jointly Provided Switched Access Traffic), and such trunks shall be ordered out of and subject to the applicable access tariffs. Both Parties agree that IntraLATA LEC Toll Traffic is not currently being exchanged between the Parties on Local Interconnection Trunks and that an Amendment to this Agreement will be needed if either Party elects to exchange such traffic with the other Party.</p>	<p>The Parties agree not to route Toll Traffic directly or indirectly to the other Party.</p>	<p>CTL's FGD language reflects a type of traffic that both parties have agreed will not be exchanged using Interconnection trunks: IntraLATA LEC Toll Traffic. HTI's proposed language expands the list of excluded traffic to encompass types of traffic that can be exchanged using Interconnection trunks. Both Toll VoIP-PSTN Traffic and JPSA Traffic are properly exchanged using Interconnection trunks, and both of these types of traffic can also be interLATA Toll traffic. CTL will also send Transit Traffic, including that which would otherwise be Toll VoIP-PSTN, for termination to HTI using Interconnection trunks. Thus, HTI's proposed language is inaccurate and would require CTL to block traffic from other</p>	<p>Section 37.1.2 contemplates the routing of toll traffic between the Parties end users, e.g., FGD; IntraLATA Toll; Toll VoIP PSTN.</p> <p>Such traffic does not include Jointly Provided Switched Access or Transit Traffic. (See Issue 14 - Transit Traffic).</p>

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				providers using CTL's Transit Service to reach HTI end users.	
<p>Issue 19</p> <p>Interconnection</p> <p>37.1.3</p> <p>ISSUE CLOSED</p>		<p>In the event either Party routes any traffic to the other in violation of this Agreement, the injured Party shall be entitled to seek injunctive relief and to recover damages.</p>	<p>In the event CLEC either Party routes any traffic to CenturyLink the other in violation of this Agreement, CenturyLink the injured Party shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at access rates irrespective of whether a different rate might apply to such traffic if CLEC had negotiated appropriate arrangements for exchanging such traffic with CenturyLink.</p>	<p>CTL objects to the deletion of damages language. It is important that there be an incentive to route traffic per the terms of the agreement. Injunctive relief would only stop misrouting on a going forward basis. Adding potential recovery for damages provides a necessary incentive for both parties to properly route traffic. The damages would depend on the type of traffic exchanged, but it is not an uncommon term.</p>	<p>HTI would agree to CTL's revised proposal except with respect to the phrase "and to recover damages." It is not clear what "damages" would be recoverable in this situation.</p> <p>HTI accepts CTL language.</p>
<p>Issue 20</p> <p>Network Interconnection Methods</p> <p>38.1</p> <p>ISSUE CLOSED</p>		<p>This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. CLEC may elect to interconnect directly or indirectly with CenturyLink.</p>	<p>This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. CLEC may elect to interconnect directly or indirectly with</p>	<p>CTL: CTL can accept HTI's deletions if HTI agrees to the added language connecting the election of direct and indirect interconnection with the rest of language of this section. CTL proposed language and accepted HTI's deletions.</p>	<p>CTL's proposed language may be acceptable if the parties can come to a clear understanding of the types of traffic to be exchanged pursuant to this agreement. See Issue 13.</p> <p>HTI accepts to CTL's language.</p>

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			CenturyLink.		
<u>Issue 21</u> ISSUE CLOSED Network Interconnection Methods 38.2		CenturyLink shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Local Traffic and IntraLATA LEC Toll Traffic, at Parity.	CenturyLink shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Local Traffic and IntraLATA LEC Toll Traffic, at a level of equality equal at Parity to that which CenturyLink provides to itself, its and Affiliates and on rates, terms and conditions that are just, reasonable and non-discriminatory.	CTL: CTL has agreed to HTI's definition of Parity, and will agree to HTI's deletions but proposes additional deletions which are no longer necessary given the agreed upon definition of Parity.	HTI accepts the CTL proposal. This issue is resolved.
<u>Issue 22</u> ISSUE CLOSED Network Interconnection Methods- Physical Architecture 38.3.2		Either Party must provide thirty (30) Days written notice of any changes to the physical architecture plan.	Either Party must provide thirty (30) Days written notice of any changes to the physical architecture plan. This provision does not alter the Notice of Network Change obligations specified in 47 CFR §§ 51.325 through 51.335	CTL: CTL rejects HTI's added language. CTL continues to abide by the FCC rules regarding Network Change Notices, which HTI properly cites, and which are already included in this agreement in section 3.1. However, this section of the agreement is not addressing such a Network Change and thus HTI's language is duplicative and inappropriately inserted here. Instead, this CTL language is addressing changes in the method, or the physical architecture plan, by which HTI and CTL interconnect their networks.	HTI accepts the CTL proposal. This issue is resolved.
<u>Issue 23</u> Physical Architecture 38.3.4		Trunk requirements for forecasting and servicing shall be based on an overall blocking objective of one percent (1%) during the average time-consistent busy hour, as defined by	[HTI proposes to move this language to Sections 40 and 41]	Language regarding trunking requirements appropriate belongs in the physical architecture section of the agreement, making it unnecessary to duplicate in two other sections of the	Sections 40 and 41 of the ICA concern circumstances permitting/ requiring direct trunking. This provision fits more logically with

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<u>ISSUE CLOSED</u>		standard trunk traffic engineering principles. For the final trunk groups between a CLEC End Office and all CenturyLink End Offices, direct trunk groups are to be engineered with a blocking objective of one (1%). Trunks to access Tandems carrying Meet Point traffic and all other Tandem trunk groups are to be engineered with a blocking objective of one half percent (.5%).		agreement. CTL agrees with HTI's proposal to move CTL's language to Direct and Indirect Interconnection sections of the agreement.	these sections. Moving this provision will make the document more "user friendly."
<u>Issue 24</u> Points of Interconnection (POI)	11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55	[No CTL language here- HTI proposed this additional language to this section of the agreement]	POI Locations. CLEC shall be entitled to establish a POI at any Technically Feasible point on the CenturyLink network, including but not limited to: a. CenturyLink hand holes or man holes; b. CenturyLink controlled environment vaults; c. CenturyLink Central Offices; d. Third Party locations, e.g., carrier hotels, where CenturyLink has established facilities for the purpose of interconnecting with other carriers; CenturyLink shall disclose to CLEC all locations within a LATA where CenturyLink has established facilities interconnection with a third party carrier. This existing POI location information shall be provided within 15	CTL rejects this added language by HTI; CTL's POI language requires a minimum of one POI on CTL's network in the LATA and describes the standard methods CTL has developed for all CLECs to establish POIs. CTL's language is standard language with all other CLECs, and CTL uses "POI" rather than the term, "trunk interconnection", which HTI adds. The language that HTI proposes is overly broad as to the acceptable POI locations, and provides no clarity on how such Interconnection is to occur. CTL's standard methods of establishing a POI combined with the BFR process will provide HTI the ability to request any non-standard POI location that is technically feasible.	HTI's language accurately describes options that are available for a CLEC for interconnection and is consistent with the FCC's rules. CTL's language would impermissibly limit the options available to the CLEC. See the discussion contained in HTI's petition for arbitration.

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			<p>business days of CLEC's written request. This Section describes the trunk group requirements for the transmission and routing of Switched Access Traffic, Non Access Telecommunications Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.</p>	<p>CTL's current position is that a POI is on CTL's switch network not in another location. The location of another CLEC's POI is agreed to as a part of the terms and conditions of an agreement between that CLEC and CTL, is proprietary and not appropriate to share with another CLEC. HTI's request for this disclosure would be unduly complex and burdensome for CTL to develop, and such disclosure is not required by law.</p> <p>CTL also rejects the list of traffic types that HTI proposes to include. Switched Access Traffic is not exchanged based on this agreement, and thus should not be included in the list. Other types of traffic, such as IntraLATA LEC Toll Traffic and Toll VoIP-PSTN Traffic have been omitted by HTI inappropriately.</p>	
<p>Issue 25</p> <p>Points of Interconnection (POI)</p> <p>39.1</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>CLEC must establish a minimum of one POI on CenturyLink's network within each LATA in accordance with the terms of this Agreement, except where Indirect Interconnection as described in Section 42 is used by CLEC. CLEC shall establish additional POIs under the following circumstances:</p>	<p>CLEC, at its sole discretion, may elect to exchange Non Access Telecommunications Traffic: 1) directly by establishing trunks to CenturyLink Central Office(s); or 2) indirectly by establishing interconnection at a third party Tandem Switch which serves the exchange. CLEC must establish a minimum of one POI on CenturyLink's network</p>	<p>CTL rejects the change proposed by HTI. CTL has standard requirements, which are based on using tandem networks efficiently, for requiring direct vs. indirect interconnection, and these provisions/circumstances are included in the related issues. CTL's language allows for indirect interconnection in specific situations</p>	<p>HTI's language accurately describes options that are available for a CLEC for interconnection and is consistent with the FCC's rules. CTL's language would impermissibly limit the options available to the CLEC. See the discussion contained in HTI's</p>

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			<p>within each LATA in accordance with the terms of this Agreement. CLEC shall may establish additional Local Interconnection Trunk Groups POIs under the following circumstances:</p>	<p>where there is a low volume of traffic. Direct interconnection is required in other situations in order to ensure that both parties share the cost of establishing the network required for Interconnection and that neither party is obligated to pay another provider for costs associated with exchanging this traffic through this other provider.</p> <p>CTL uses the term POI throughout the agreement and requires that the POI is on CTL's network, and CTL does not agree that the term "trunk" is interchangeable with the defined term of "POI".</p> <p>CTL proposed on 9/26/14 additional language for HTI review.</p>	<p>petition for arbitration.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's <i>CAF Order</i>.</p>
<p>Issue 26</p> <p>Points of Interconnection (POI)</p> <p>39.1.a.</p>	<p>LOCAL TRAFFIC 5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p> <p>and</p> <p>POI ISSUE 11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>CLEC must establish a POI at or order DTT pursuant to Section 43.2.5 from their POI at a CenturyLink Tandem in the LATA to any other CenturyLink Tandem Switches in the LATA where it wishes to exchange (receive or terminate) Non-Access Telecommunications Traffic with CenturyLink or where it has established codes within that tandem serving area.</p>	<p>CLEC must establish a POI Local Interconnection Trunk Group at each Tandem Switch in the LATA where it wishes to exchange (i.e., receive or terminate,) Local Traffic Non Access Telecommunications Traffic with CenturyLink or where it has established codes within that tandem serving area.</p>	<p>CTL rejects HTI's replacement of "POI" with "Local Interconnection Trunk Group", as the terms are not interchangeable.</p> <p>Establishing a POI requires that the CLEC lease or provide facilities up to that point on CTL's switch network and describes the financial demarcation point for the facilities. POI, as used in the CTL proposed agreement, is not the same as the physical point of</p>	<p>"POI" is a term that has specific significance under the FCC's rules as establishing the point of demarcation for purposes of determining the parties' respective financial responsibility. CTL's use of the term POI is not consistent with the recognized understanding of that term.</p> <p>HTI does not</p>

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				<p>interface between the networks, as HTI seeks to redefine it with the changes in language proposed. The FCC has not provided clear guidance on what constitutes as point of interconnection vs. a point of interface, leaving that decision to the FNPRM in the ICC Order. Thus, CTL's definition of POI which distinguishes the two concepts is valid, and HTI's attempt to join the two concepts is in conflict with the rest of CTL's proposed language.</p> <p>A trunk group describes a voice grade path that rides the CLEC and CTL facilities which connect the CLEC switch to the CTL switch (tandem). A trunk group does not address financial responsibility demarcation.</p> <p>By using trunk group instead of POI, HTI seeks to alter which party has the financial responsibilities for the facilities provided by CTL to connect HTI with the CTL tandem switch. This substitution of trunk group for POI throughout HTI's proposal has the effect of redefining POI as the point of physical interface, which does not conform with the rest of CTL's language in Part E. With HTI's proposed language,</p>	<p>agree with respect to the use of "POI" instead of "Local Interconnection Trunk Group." HTI accepts the rest of CTL's proposed language except the final clause: "or where it has established codes within that tandem serving area." HTI is willing to make a connection to the tandem serving the exchange; HTI should not be required to establish trunks at any end office where it has obtained NXX codes. Also issue 30.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's <i>CAF Order</i>.</p>

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				<p>CTL would be forced to provide a dedicated facility for HTI at no charge between a location outside of CTL's tandem switch, which HTI seeks to inappropriately label as POI, and CTL's tandem. HTI is responsible for payment of TELRIC rates for dedicated facilities that CTL provides to HTI. By redefining what constitutes a POI and using the term trunk group instead of POI, HTI seeks to obtain these dedicated facilities from CTL at no charge.</p> <p>CTL proposed on 9/26/14 additional language for HTI review which clarifies that the issue is compensation and which allows HTI to order DTT facilities, not trunks, as an alternative to establishing a new POI.</p>	
<p>Issue 27</p> <p>Points of Interconnection (POI)</p> <p>39.1.b.</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a POI at or order DTT pursuant to Section 43.2.5 from their POI at a CenturyLink Tandem Switch in the LATA to a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any</p>	<p>When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a POI Local Interconnection Trunk Group at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the</p>	<p>CTL rejects HTI's replacement of "POI" with "Local Interconnection Trunk Group", as the terms are not interchangeable.</p> <p>Establishing a POI requires that the CLEC lease or provide facilities up to that point on CTL's switch network and describes the financial demarcation point for the facilities. POI, as used in the CTL</p>	<p>POI" is a term that has specific significance under the FCC's rules as establishing the point of demarcation for purposes of determining the parties' respective financial responsibility. CTL's use of the term POI is not consistent with the recognized understanding of that term.</p>

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		Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 39.3.	thresholds as set forth in Section XXXX.	<p>proposed agreement, is not the same as the physical point of interface between the networks, as HTI seeks to redefine it with the changes in language proposed. The FCC has not provided clear guidance on what constitutes as point of interconnection vs. a point of interface, leaving that decision to the FNPRM in the ICC Order. Thus, CTL's definition of POI which distinguishes the two concepts is valid, and HTI's attempt to join the two concepts is in conflict with the rest of CTL's proposed language.</p> <p>A trunk group describes a voice grade path that rides the CLEC and CTL facilities which connect the CLEC switch to the CTL switch (end office). A trunk group does not address financial responsibility demarcation.</p> <p>By using trunk group instead of POI, HTI seeks to alter which party has the financial responsibilities for the facilities provided by CTL to connect HTI with the CTL end office switch. This substitution of trunk group for POI throughout HTI's proposal has the effect of redefining POI as the point of physical interface, which does not conform with the</p>	CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's <i>CAF Order</i> .

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				<p>rest of CTL's language in Part E. With HTI's proposed language, CTL would be forced to provide a dedicated facility for HTI at no charge between a location outside of CTL's switch, which HTI seeks to inappropriately label as POI and CTL's end office switch. HTI is responsible for payment of TELRIC rates for dedicated facilities that CTL provides to HTI. By redefining what constitutes a POI and using the term trunk group instead of POI, HTI seeks to obtain these dedicated facilities from CTL at no charge.</p> <p>CTL proposed on 9/26/14 additional language for HTI review which clarifies that the issue is compensation and which allows HTI to order DTT facilities, not trunks, as an alternative to establishing a new POI.</p>	
<p>Issue 28 Points of Interconnection (POI) 39.1.c.</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI or order DTT pursuant to Section 43.2.5 from their POI at a CenturyLink Tandem Switch in the LATA to each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem at such time</p>	<p>When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI Local Interconnection Trunk Group at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem at such time as the thresholds as set forth in Section XXXXXX have been</p>	<p>CTL rejects HTI's replacement of "POI" with "Local Interconnection Trunk Group", as the terms are not interchangeable.</p> <p>CTL further describes the differences in Issues 26 and 27.</p> <p>CTL propose on 9/26/14 additional language for HTI</p>	<p>"POI" is a term that has specific significance under the FCC's rules as establishing the point of demarcation for purposes of determining the parties' respective financial responsibility. CTL's use of the term POI is not consistent with the</p>

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		as the thresholds as set forth in Section XXXXXX have been met.	met	review which clarifies that the issue is compensation and which allows HTI to order DTT facilities, not trunks, as an alternative to establishing a new POI.	<p>recognized understanding of that term.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's CAF Order.</p>
<p>Issue 29</p> <p>Points of Interconnection (POI)</p> <p>39.1.d.</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CLEC must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink.</p>	<p>To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned or controlled network, CLEC must may: 1) establish a Local Interconnection Trunk Group POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink; or 2) establish a trunk group</p>	<p>CTL rejects HTI's replacement of "POI" with "Local Interconnection Trunk Group" or "trunk group", as the terms are not interchangeable.</p> <p>CTL further describes the differences in Issues 26 and 27.</p> <p>CTL also rejects HTI's substitution of "may" for "must". This section is specifically describing non-contiguous exchanges where CTL does not have connections in place between the two exchanges. As such, it is not appropriate for HTI to suggest that</p>	<p>"POI" is a term that has specific significance under the FCC's rules as establishing the point of demarcation for purposes of determining the parties' respective financial responsibility. CTL's use of the term POI is not consistent with the recognized understanding of that term.</p> <p>A portion of this issue is the same as Issues 26 and 30, i.e., CTL asserts HTI is obligated to</p>

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			<p>to the Tandem Switch serving those exchanges for the exchange of Non Access Telecommunications Traffic.</p>	<p>CTL must establish such connections for HTI's use. Any tandem switch serving such non-contiguous CTL's exchanges would be a non-CTL tandem and thus would be included in the provisions for "Indirect Network Connection". Thus, HTI addition of # 2 would not appropriately establish a Direct Interconnection POI on the CTL network and shouldn't be included in this section.</p> <p>CTL proposed on 9/26/14 to OMIT both CTL and HTI language.</p>	<p>establish a direct connection.</p> <p>HTI reserves its right to interconnect indirectly.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's CAF Order.</p>
<p>Issue 30</p> <p>Points of Interconnection (POI)</p> <p>39.1.e.</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>CLEC may be required to establish additional POIs to comply with the limitations on porting to carriers having facilities or numbering resources in the same Rate Center, or to carriers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, pursuant to Section 49.</p>	<p>CLEC satisfies any limitations CenturyLink might place on number portability due to lack of interconnection facilities or numbering resources by: 1) establishing a trunk group the Tandem Switch serving the rate center or 2) establishing at trunk group to the CenturyLink switch serving the rate center; and 3) establishing an Location Routing Number (LRN) in the LATA.</p>	<p>CTL rejects HTI's replacement of "POI" with "trunk group", as the terms are not interchangeable.</p> <p>CTL further describes the differences in Issues 26 and 27.</p> <p>Additional POIs may need to be established as identified in the CTL language which is consistent with existing FCC numbering rules. HTI's language improperly seeks to reduce the broad requirement to an overly limited list.</p>	<p>POI" is a term that has specific significance under the FCC's rules as establishing the point of demarcation for purposes of determining the parties' respective financial responsibility. CTL's use of the term POI is not consistent with the recognized understanding of that term.</p> <p>HTI reserves its right to</p>

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				<p>Further, HTI includes methods 1 and 3 which do not address establishment of a POI, so CTL's intent for this language is no longer met with HTI's proposal.</p> <p>CTL proposed on 9/26/14 to OMIT both CTL and HTI language.</p>	<p>interconnect indirectly pursuant to Section 251(a) of the Telecom Act.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's <i>CAF Order</i>.</p>
<p>Issue 31</p> <p>Points of Interconnection (POI)-</p> <p>POI Thresholds</p> <p>39.3.a.</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds three (3) DS1's per month, CLEC must establish a POI with or order DTT pursuant to Section 43.2.5 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End</p>	<p>When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds three (3) DS1s 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI order a trunk group with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when notified the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any</p>	<p>CTL rejects HTI's language. CTL rejects HTI's replacement of "POI" with "trunk group", as the terms are not interchangeable.</p> <p>CTL further describes the differences in Issues 26 and 27.</p> <p>CTL's method for determining when a new POI must be established is based on minutes, not DS1 counts. 200,000 minutes is roughly equivalent to one DS1. HTI seeks to expand the threshold from one DS1 to three DS1s,</p>	<p>"POI" is a term that has specific significance under the FCC's rules as establishing the point of demarcation for purposes of determining the parties' respective financial responsibility. CTL's use of the term POI is not consistent with the recognized understanding of that term.</p> <p>HTI will agree to the portion of CTL's proposal that establishes</p>

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		Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.	traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.	<p>greatly reducing network efficiency. At a single DS1 (or 200,000 minutes) level, an efficient network design would move the traffic from the tandem to the end office. HTI has same responsibility to monitor traffic exchanged to determine when a POI is needed. Thus the provisions should apply based also on HTI's monitoring, and thus no notification by CTL should be required to trigger the need for an additional POI at an End Office.</p> <p>CTL proposed on 9/26/14 additional language for HTI review which clarifies that the issue is compensation and which allows HTI to order DTT facilities, not trunks, as an alternative to establishing a new POI.</p>	<p>an MOUs threshold.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's <i>CAF Order</i>.</p>
<p><u>Issue 32</u></p> <p>Points of Interconnection (POI)-</p> <p>POI Thresholds</p> <p>39.3.b.</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the Tandem owner exceed two hundred dollars (\$200.00) for one month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days.</p>	<p>[OMIT CLAUSE]</p>	<p>CTL rejects HTI's deletion. CTL requires this language to limit indirect interconnection costs/transit traffic charges and to encourage direct interconnection to efficiently use the networks and to reduce costs for both parties.</p>	<p>CTL's proposal would provide CTL with a mechanism for inappropriately engaging in self help. As with any other area of dispute, the carriers should refer to the Dispute Resolution Section of the agreement.</p>

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Issue 33 HTI proposed additional language	11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55	[NO CTL LANGUAGE HERE]	c. Each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined Section 39.9, Network Interconnection Methods for Direct Interconnection.	CTL rejects HTI's proposed language, as it is already included in CTL's language and HTI's proposed language in section 39.6 (Issue 37). This duplicate language is not necessary and should be omitted.	HTI's proposal is consistent with the FCC's rules regarding allocation of financial responsibility. See HTI's arbitration petition. Section 39.6 has not been agreed to.
Issue 34 Points of Interconnection (POI)- POI Thresholds 39.4	11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55	The Parties may mutually agree to establish additional POIs or order DTT pursuant to Section 43.2.5 from their POI in the LATA even where none of the conditions set forth in Sections 39.1 and 39.2 of this Article has occurred.	The Parties may mutually agree to establish additional POIs trunk groups even where none of the conditions set forth in Sections 39.1 and 39.2 of this Article Part has occurred.	CTL rejects HTI's replacement of "POI" with "trunk group", as the terms are not interchangeable. CTL further describes the differences in Issues 26 and 27. CTL proposed on 9/26/14 additional language for HTI review which clarifies that the issue is compensation and which allows HTI to order DTT facilities, not trunks, as an alternative to establishing a new POI.	"POI" is a term that has specific significance under the FCC's rules as establishing the point of demarcation for purposes of determining the parties' respective financial responsibility. CTL's use of the term POI is not consistent with the recognized understanding of that term. Internal references need to be specified. CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical

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					feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's <i>CAF Order</i> .
<p>Issue 35</p> <p>Points of Interconnection (POI)- POI Thresholds</p> <p>ISSUE CLOSED</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>[Not CTL language in Agreement; HTI added this language to this section]</p>	<p>Non-Access Telecommunications Traffic. The existing Local Interconnection Trunk Group(s) in place between the Parties are bi-directional two-way groups for the exchange of Non Access Telecommunications Traffic. Should additional groups be required for this traffic, The Parties agree to establish bi-directional two-way trunk groups.</p>	<p>CTL rejects HTI's proposed language.</p> <p>CTL does not see the necessity of adding a heading of "Non-Access Telecommunications Traffic" nor adding that term to the provision, as POIs are established and used for other traffic, such as Toll VoIP-PSTN Traffic as well.</p> <p>CTL's language in 44.6.1 (Issue 54) addresses the need for two-way trunks. However, CTL can agree to add a portion of the HTI language proposed to 44.6.1 as it is not already included in that section. CTL proposed language is shown in Issue 54.</p> <p>CTL agrees to HTI's proposal.</p>	<p>CTL has generally wanted to establish one-way trunk groups until a balance of traffic was determined, and subsequently migrate to two-way groups. This was an attempt to identify that existing traffic exchange was accomplished over two-way groups, and that HTI wants two-way groups at the outset, since there is no reciprocal compensation in the way.</p>
<p>Issue 36</p> <p>Points of Interconnection (POI)- POI Thresholds</p>		<p>[Not CTL language in Agreement; HTI added this language to this section]</p>	<p>Switched Access Traffic. Should either Party elect to terminate Switched Access Traffic directly to the other Party's network, the Party making that election must order Switched Access</p>	<p>CTL rejects HTI's added language; Switched Access Traffic will not be exchanged under this agreement, as HTI's language suggests.</p> <p>Since CTL as an ILEC</p>	<p>CTL has indicated it will not send route its IntraLATA toll traffic over Local Interconnection Trunks. Is Toll VoIP-PSTN traffic somehow different</p>

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			services pursuant to the other Party's access tariffs.	is not an IXC, it will not send switched access traffic or have FGD trunks with HTI. If HTI, as a CLEC that could also act as an IXC, sends Switched Access Traffic to CTL that should be sent using FGD trunks. Toll VoIP-PSTN Traffic and IntraLATA LEC Toll are not Switched Access Traffic and can be routed on Local Interconnection trunks.	for the purposes of this traffic routing?
<p>Issue 37</p> <p>Points of Interconnection (POI)-</p> <p>POI Thresholds</p> <p>39.6</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>Provided that CLEC chooses a method of interconnection in Sections 39.9.1 and 39.9.3, each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink's as defined Sections 39.9.1 and 39.9.3. Network Interconnection Methods for Direct Interconnection, which may include, but not be limited to the ordering of DTT from CenturyLink. When CLEC uses the BFR process to establish a POI the CLEC shall bear all reasonable costs associated with transport on both sides of the POI to reach CenturyLink's End Office/Control Office Switch or Tandem Switch, and will be</p>	<p>Provided that CLEC chooses a method of interconnection in Sections 39.9.1 and 39.9.3, each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined Sections 39.9.1 and 39.9.3. Network Interconnection Methods for Direct Interconnection. When CLEC uses the BFR process to establish a POI the CLEC shall bear all reasonable costs associated with transport on both sides of the POI to reach CenturyLink's End Office/Control Office Switch or Tandem Switch.</p>	<p>CTL rejects HTI's deletions. CTL has standard methods of Interconnection which are associated with its proposed language about financial responsibility. CTL language clarifies that a non-standard method of interconnection, using the BFR process, may lead to alternative financial arrangements</p> <p>CTL proposed Entrance Facility language for HTI review 2/26/14 with additional changes to address Glencoe/Osseo Proposed interconnection arrangement, which HTI rejected.</p> <p>CTL proposed on 9/26/14 additional language for HTI review.</p>	<p>CTL's provision would inappropriately limit CTL's financial responsibility for transport on CTL's side of the POI.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's CAF Order.</p>

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		responsible for costs of DTT from CLEC's POIs to CenturyLink Tandem Switch(es) or End Office(s).			
Issue 38 Points of Interconnection (POI)- POI Thresholds 39.7	11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55	CLEC shall be required to establish a CLLI Code for the message/switch ACTL, at the CenturyLink Tandem or End Office switch where the Interconnection trunk terminates.	CLEC shall be required to establish a CLLI Code for the message/switch ACTL, at the CenturyLink tandem or End Office switch where the Interconnection trunk terminates.	CTL rejects HTI's deleted language. This language is fundamental to CTL's POI language, as the ACTL which describes the POI CLLI is established at the CTL switch.	HTI does not dispute that it must establish an ACTL code. Rather, HTI disputes CTL can dictate the location must be "at the CenturyLink tandem s See First Report and Order 96-325 at ¶ 553. "
Issue 39 Network Interconnection Methods for Direct Interconnection - Mid Span Fiber Meet 39.9.2.1.1	11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55	The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's Serving Wire Center End Office and CLEC's Premises, and will be within the CenturyLink Local Calling Area.	A Mid Span Fiber Meet is a form of Meet Point Interconnection Arrangement where fiber optic facilities are spliced at Meet Point which is logically located between the Parties' premises.	CTL rejects HTI's proposed alternative language. CTL rejects HTI's proposed sentence adding the 'Meet Point Interconnection Arrangement' since term not used in the Agreement proposed by CTL. Mid Span Fiber Meet is the standard method that CTL uses to provide a network connection at a "Meet Point", thus making HTI's added definition (issue 7) and reference to the additional term in this added language unnecessary. CTL does not accept concept of "logically located" as that could obligate CTL to provide facilities outside of the serving area of the POI switch.	CTL's language would inappropriately limit HTI's ability to choose the POI that best meets its needs. HTI's language is consistent with the FCC's rules.
Issue 40 Network	11, 24, 25, 26, 27, 28, 29, 30, 31,	OMIT Language	[No alternative language proposed by HTI]	The standard CTL Mid Span Fiber Meet requires that traffic be	CTL's language would inappropriately

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<p>Interconnection Methods for Direct Interconnection -</p> <p>Mid Span Fiber Meet</p> <p>39.9.2.1.3</p> <p>ISSUE CLOSED</p>	<p>32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>			<p>balanced in order to ensure that costs for the transport are shared equally. If this method requires CTL to construct new facilities, then such a traffic balance limitation is appropriate and not unreasonable.</p> <p>In the Local Competition order, the FCC discussed that a meet point was a location designated by two carriers (Footnote 1332), which requires the mutual agreement on a point. In addition, the FCC explicitly provided state regulatory bodies the ability to resolve disputes over appropriate meetpoints. Thus, HTI is incorrect in its assertion that the sole factor in a given meetpoint is technical feasibility. CTL, as shown in its proposal is prepared to work in good faith with any CLEC to negotiate meet points, that are not only technically feasible, but also mutually agreed upon and incorporate mutual sharing of costs or recovery of disparate costs.</p> <p>CTL agrees to HTI's proposal to omit language.</p>	<p>limit CTL's financial responsibility for transport on its side of the POI. Language is not consistent with the FCC's rules.</p> <p>In the Intercarrier Compensation Order the FCC reversed its prior position and use of the Calling Party Network Pays model. As a result, the FCC explicitly rejects that traffic must be balanced for bill and keep. ¶ 755</p> <p>The Local Competition Order puts the onus on the ILEC to prove a specific interconnection location is technically infeasible. ¶554</p>
<p>Issue 41</p> <p>Network Interconnection Methods for Direct Interconnection</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48,</p>	<p>CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties, or to CenturyLink's</p>	<p>[No alternative language proposed by HTI]</p>	<p>The standard CTL Mid Span Fiber Meet anticipates that each party will share equally in the cost of the facilities that will be needed. That equal</p>	<p>CTL's language would inappropriately limit CTL's financial responsibility for transport on its</p>

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<p>-</p> <p>Mid Span Fiber Meet</p> <p>39.9.2.1.4</p>	<p>49, 50, 55</p>	<p>exchange boundary, whichever is less.</p>		<p>sharing is why neither party charges the other. It is unreasonable to force CTL to provide the majority of the fiber facilities and that was not the intent of the FCC rules.</p> <p>In the Local Competition order, the FCC discussed that a meet point was a location designated by two carriers (Footnote 1332), which requires the mutual agreement on a point. In addition, the FCC explicitly provided state regulatory bodies the ability to resolve disputes over appropriate meetpoints. Thus, HTI is incorrect in its assertion that the sole factor in a given meetpoint is technical feasibility. CTL, as shown in its proposal is prepared to work in good faith with any CLEC to negotiate meet points, that are not only technically feasible, but also mutually agreed upon and incorporate mutual sharing of costs or recovery of disparate costs.</p>	<p>side of the POI. Language is not consistent with the FCC's rules.</p> <p>The Local Competition Order puts the onus on the ILEC to prove a specific interconnection location is technically infeasible. ¶554</p>
<p><u>Issue 42</u></p> <p>Network Interconnection Methods for Direct Interconnection - Leased Facilities</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased access facilities jointly provisioned by</p>	<p>Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement, e.g., a third party's facilities which are interconnected to the CenturyLink network,</p>	<p>CTL rejects HTI's deletion and new language. The POI is on CTL's network and HTI's added language would move the POI to another third party location. If the CLEC chooses to use a third party ILEC's network for part of the transport</p>	<p>HTI's proposed language avoids unwarranted limitations on the use of third party meet point facilities, consistent with FCC mandate that a CLEC must be permitted to</p>

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39.9.3		CenturyLink and a third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's access Tariff.	the POI shall be at the third party Meet Point with CenturyLink, and each Party is responsible for its costs on its side of the POI.	needed to establish the POI on CTL's network, then it is HTI's financial responsibility to purchase that transport facility up to CTL's switch. CTL requires CLEC to order a Jointly Provided Access facility between the HTI location and the CTL switch, through another ILEC's tandem network, in order to establish the POI, provision and bill this transport. HTI seeks to have CTL pay for the cost of HTI's portion of the transport by redefining the location of the POI to be outside of CTL's network and actually on another provider's network. CTL does not establish POIs with parties other than CLEC and CMRS carriers, as HTI envisions. There is no ILEC "POI" to be "the same as" when comparing HTI's request to an "ILEC meet point", as CTL doesn't use the concept of POI with ILECs but rather relies on long-standing, pre-Act arrangements with them.	interconnect with the ILEC at any technically feasible point. This an example of why CenturyLink does not want to include the FCC definition of Meet Point Interconnection Arrangement included in the agreement. CTL. By leasing capacity from a third party carrier, HTI has established a the same POI as that third Party, and for the purpose of Section 251(c)(2) the POI is on the CTL network. HTI is entitled to use that POI for the purposes of reciprocal Bill and HTI proposes that it may lease transport from any third party carrier (not limited to ILEC meet points) that has a meet point arrangement with Keep compensation.
<u>Issue 43</u> Network Interconnection Methods for Direct Interconnection -		The parties may establish, through negotiations, other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been	The parties may establish, through negotiations, other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process. If a substantially similar arrangement has been	CTL rejects HTI's deletion and added language. Substituting the term "if" for "unless" changes the meaning. CTL's use of "unless" means that the following arrangements do not require the use of the	Pursuant to the FCC's rules, "A previously successful method of obtaining interconnection or access to unbundled network elements at a particular

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39.9.5		previously provided to a third party, or is offered by CenturyLink as a product.	previously provided to a third party, or is offered by CenturyLink as a product, such arrangement will be made available to CLEC through normal ordering and provisioning processes and not the BFR process.	<p>BFR process. HTI's use of "if" means the opposite. BFR is not necessary if the requested method has been previously provided or is an existing product.</p> <p>CTL cannot create "normal" ordering and provisioning processes to accommodate any type of network interconnection method a CLEC might possibly request. Rather, CTL has established such processes to handle standard offerings. BFR is used to handle non-standard requests.</p> <p>CTL rejects HTI's use of the term, "substantially similar arrangement" which is not as clearly defined as CTL's proposed language, "a particular arrangement". There is no requirement to make, "substantially similar arrangements" available, only arrangements that have already been established. Other arrangements would be subject to the BFR process.</p>	premise or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points." 47 C.F.R §51.321(c). The only legitimate purpose of a BFR process is to determine technical feasibility. No such determination is necessary where a CLEC has requested interconnection that is substantially similar to what CTL already provides to another carrier. See also Issue No. 44.
<u>Issue 44</u> Network Interconnection Methods for Direct Interconnection - 39.9.5.1	11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55	Consistent with the BFR process, the Parties agree to establish a POI at CenturyLink's Osseo Switch as described in Attachment 1	[OMIT]	In response to HTI's request for a non-standard method of interconnection during negotiation, CTL followed the BFR process and developed a solution. CTL proposed that technically feasible solution to HTI, and it was rejected by HTI. CTL is willing to	CTL's proposed interconnection architecture for the Osseo switch is unduly complicated and will force HTI to bear unnecessary costs. The interconnection requested by HTI at Osseo is substantially

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				withdraw the proposed language but does not agree that what HTI has requested for Glencoe/Osseo conforms to one of the standard methods to establish a POI that CTL provides for in the agreement.	similar to interconnection that CTL has provide to other carriers; accordingly a BFR process is not appropriate.
<p><u>Issue 45</u></p> <p>Points of Interconnection (POI)-</p> <p>ISSUE CLOSED</p> <p>Indirect Network Connection</p> <p>42.1</p>	<p>(Local Traffic) 5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p> <p>AND</p> <p>(Indirect Interconnection) 45, 50, 51</p>	<p>For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's tandem switch both provides the intermediary transit service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic. Therefore Indirect Network Connection will be allowed only on routes between CenturyLink end offices and a CLEC switch in instances where, and only so long as, none of the triggers set forth in this Section have been reached.</p>	<p>For purposes of this Agreement, "Indirect Traffic" means traffic Non-Access Telecommunications Traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's tandem switch both provides the intermediary transit service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic exchange between the Parties. Therefore Indirect Network Connection will be allowed only on routes between CenturyLink end offices and a CLEC switch in instances where, and only so long as, none of the triggers set forth in this Section have been reached.</p>	<p>CTL: CTL has proposed an acceptable definition of "Non-Access Telecommunications Traffic" in Issue 9 which properly excludes wireless traffic exchange. As such, if HTI agrees to CTL's definition for "Non-Access Telecommunications Traffic", CTL can agree to HTI's changes in part and proposed new language for 42.1.</p> <p>CTL accepts HTI's proposal to accept CTL's original language.</p>	<p>HTI accepts CTL's original language.</p> <p>CTL has previously asserted no IntraLATA LEC Toll will be routed to HTI. HTI has asserted the same.</p> <p>HTI believes Toll VoIP PSTN is a subset of such IntraLATA LEC Toll and should not be routed to HTI, consistent with the HTI assertion re IntraLATA LEC Toll.</p> <p>HTI does not dispute CTL has the right to terminate such traffic to HTI, only that a process must be in place so CTL will quantify such traffic.</p>
<p><u>Issue 46</u></p> <p>Points of Interconnection (POI)-</p>	<p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p>	<p>A Party choosing Indirect Network Connection to route its Non-Access Telecommunications Traffic, Toll VoIP-PSTN Traffic and IntraLATA LEC Toll Traffic, to a third party ILEC tandem provider</p>	<p>Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem serving the CenturyLink End Office.</p>	<p>CTL rejects HTI's deletion. If the CLEC chooses to use a third party ILEC's network for Indirect Network Connection, then it is HTI's financial responsibility to purchase that transport facility up to CTL's</p>	<p>See issue 49</p> <p>With indirect interconnection each Party is responsible for the all third party network costs it uses to its terminate traffic to</p>

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<p>Indirect Network Connection</p> <p>42.2</p>		<p>for termination to the other Party is solely responsible for all associated transit charges, until the cost exceeds the amount in Section 39.3.b. Should either Party wish to exchange traffic under this Agreement through a third party provider other than a third party ILEC tandem provider currently being used by the Parties for the exchange of traffic, that Party will request an amendment to this Agreement.</p>	<p>Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party is responsible for the facilities to the Meet Point with the ILEC on the CenturyLink side of the ILEC Tandem, and for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem. A Party choosing to route its Non-Access Telecommunications Traffic to a third party transit service provider for termination to the other Party is solely responsible for all associated third party transit charges.</p>	<p>exchange boundary. HTI seeks to have CTL pay for the cost of HTI's portion of the transport by redefining the location of the POI to be outside of CTL's network.</p>	<p>the other Party's network. Such costs are typically 3rd party tandem switching and transport charges a.k.a 3rd party transit service. HTI rejects CTL's attempt to impose "self help"</p>
<p>Issue 47</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>[NO COMPARABLE CTL LANGUAGE]</p>	<p>Other terms in this Agreement notwithstanding, when CLEC uses a Meet Point Interconnection Arrangement to establish a Direct Connect to a CenturyLink Switch, each Party is financially responsible for its' costs on its side of the POI and the billing elements for interconnection facilities (i.e., Local Interconnection Entrance Facilities, Section 43.2.5.1, and Direct Trunked Transport, Section 43.3.5.2) do not apply.</p>	<p>CTL rejects HTI's proposed language. CTL rejects HTI's proposed language adding the 'Meet Point Interconnection Arrangement', consistent with CTL's position in Issue 7. HTI's language regarding Direct Interconnection does not belong in the Indirect Network Connection section of this agreement. If HTI chooses to use a third party ILEC's network, in order to establish Direct Interconnection, for part of the transport needed to establish the POI on CTL's network, then it is HTI's financial responsibility to</p>	<p>HTI's proposed language is consistent with FCC rules that permit a CLEC to interconnect at any technically feasible point and that require each party to bear the costs on its side of the POI.</p>

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				purchase that transport facility up to CTL's switch. CTL requires CLEC to order a Jointly Provided Switched Access facility, not TELRIC entrance facility and direct trunked transport, between the HTI location and the CTL switch, through another ILEC's tandem network, in order to establish the POI, provision and bill this transport. HTI seeks to have CTL pay for the cost of HTI's portion of the transport by redefining the location of the POI to be outside of CTL's network. CTL does not provide TELRIC facilities for connection of CLEC switch through another ILEC.	
<p>Issue 48</p> <p>Points of Interconnection (POI)- Indirect Network Connection</p> <p>42.3</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>Notwithstanding any other provision to the contrary, once the total volume of Indirect Traffic exchanged between the Parties at an CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI with or order DTT pursuant to Section 43.2.5 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the Indirect Traffic exceeds the MOU per month</p>	<p>Notwithstanding any other provision to the contrary, once the total volume of Indirect Traffic exchanged between the Parties at an CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, the Parties agree to discuss the establishment of a CLEC must establish a POI Local Interconnection Trunk Group with CenturyLink's End Office for the mutual exchange of traffic. CLEC shall place an order, within thirty (30) Days of when notified the Indirect Traffic</p>	<p>CTL rejects HTI's replacement of "POI" with "trunk group", as the terms are not interchangeable.</p> <p>CTL further describes the differences in Issues 25, 26 and 27.</p> <p>CTL's method for determining when a new POI must be established is based on minutes, not DS1 counts. 200,000 minutes is roughly equivalent to one DS1. HTI seeks to expand the threshold from one DS1 to three DS1s, greatly reducing network efficiency. At a single DS1 (or 200,000 minutes) level, an efficient</p>	<p>HTI accepts the CTL proposed traffic volume "triggers" and suggests that HTI will react within 30 days of receiving a CTL notification. The TGSR (Trunk Group Service Request) form was developed by the industry to convey a carrier's notification and recommendation that a trunk group may require an augment. The CTL terms and language would have HTI and CTL each redirect traffic to a new direct trunk group. The TGSR would</p>

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		<p>threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.</p>	<p>exceeds the MOU per month threshold. within thirty (30) Days of when the Indirect Traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.</p>	<p>network design would move the traffic from the tandem to the end office. It is not sufficient for HTI to agree to discuss establishing a new POI, as that does not require any action on its part to use CTL's network efficiently.</p> <p>Although HTI has now agreed with the CTL triggers, it has not agreed to establish a POI when the triggers have been met. Instead, the HTI language only agrees to "discuss the establishment of a Local Interconnection Trunk Group." Simply agreeing to discuss establishing end office trunking does nothing to insure network efficiency, and is inconsistent with the language that "CLEC shall" order within 30 days of notice. If HTI now agrees to the CTL trigger levels, it should be willing to agree to the establishment of a POI at the end office. HTI's objection to the use of POI in the language is tied to HTI's attempt to avoid paying for the end office facility by replacing "establish a POI" with "establishment of a Local Interconnection Trunk Group."</p> <p>CTL proposed on 9/26/14 additional language for HTI review which clarifies that the issue is</p>	<p>document the CTL traffic study period, traffic volumes exchanged.</p> <p>CTL's most recent proposal, provided on 9/26/14, is unacceptable. CTL insists, contrary to the Telecommunications Act, that HTI's POI must be at the CTL tandem. This demand is not related to any issue of technical feasibility, but based on CTL's desire to impose reciprocal compensation charges that are not provided for under the parties' current agreement and that are contrary to the FCC's <i>CAF Order</i>.</p>

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				compensation and which allows HTI to order DTT facilities, not trunks, as an alternative to establishing a new POI.	
<p><u>Issue 49</u></p> <p>ISSUE CLOSED</p> <p>Points of Interconnection (POI)-</p> <p>Indirect Network Connection</p> <p>42.4</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>Notwithstanding any other provision to the contrary, if CenturyLink is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the tandem owner exceed two hundred dollars (\$200.00) for one month, CLEC must establish a POI with the CenturyLink End Office serving that route for the mutual exchange of traffic within thirty (30) Days.</p>	<p>[OMIT]</p>	<p>CTL: CTL rejects HTI's deletion; this language is to keep a limit on indirect interconnection costs/transit traffic charges and to encourage Direct Interconnection if needed to reduce costs for both parties.</p> <p>CTL agrees to OMIT.</p>	<p>CTL attempts to shift CTL costs to HTI based on an arbitrary dollar threshold and impose "self help" remedies.</p>
<p><u>Issue 50</u></p> <p>Points of Interconnection (POI)-</p> <p>Indirect Network Connection</p> <p>42.5</p>	<p>(POI) 11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p> <p>AND</p> <p>(Indirect Interconnection) 45, 50, 51</p>	<p>CTL will notify HTI that traffic triggers in Sections 42.3 or 42.4 triggers have been met or exceeded. HTI will agree to issue ASRs to establish interconnection within thirty (30) days of receiving such notice. CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by CenturyLink. CLEC will also reimburse CenturyLink for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.</p>	<p>CTL will notify HTI that traffic triggers in Sections 42.3 or 42.4 triggers have been met or exceeded. HTI will agree to issue ASRs to establish interconnection within thirty (30) days of receiving such notice.</p>	<p>CTLs language is needed to ensure that HTI moves from Indirect Network Connection to establishing the new POIs as outlined in the previous sections. If CTL is incurring transit charges from the other ILEC tandem due to HTI's choice to continue using Indirect Network Connection, once triggers are met, then it is reasonable for CTL to require HTI to absorb those costs. This provision will encourage efficient use of CTL and the ILEC's networks.</p>	<p>Although HTI can commit to issuing an ASR when the triggers for direct connection are met, HTI cannot control how long it may take to establish a POI. CTL's language would have the effect of holding HTI responsible for circumstances beyond its control.</p>

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<p><u>Issue 51</u></p> <p>Points of Interconnection (POI)-</p> <p>Indirect Network Connection</p> <p>42.6</p> <p>ISSUE CLOSED</p>	<p>(Local Traffic)</p> <p>5, 6, 9, 10, 12, 14, 16, 17, 26, 35, 45, 46, 51</p> <p>AND</p> <p>(Indirect Interconnection)</p> <p>45, 50, 51</p>	<p>To the extent a Party combines Non-Access Telecommunications Traffic, IntraLATA LEC Toll Traffic, Toll VoIP-PSTN Traffic and Jointly Provided Switched Access Service Traffic on a single trunk group for indirect delivery through a third party's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details.</p>	<p>To the extent a Party routes Non-Access Telecommunications Traffic, IntraLATA LEC Toll Traffic, and Toll VoIP -PSTN Traffic to the other Party for indirect delivery through a third party's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Each Party will determine the jurisdiction of traffic terminated to its network provided that Party has sufficient call details.</p>	<p>CTL: CTL has proposed an acceptable definition of "Non-Access Telecommunications Traffic" in Issue 9 which properly excludes wireless traffic exchange. As such, if HTI agrees to CTL's definition for "Non-Access Telecommunications Traffic", CTL can agree to HTI's deletion in part and proposed new language.</p> <p>"Jointly Provided Switched Access Service Traffic" is the correct term as "Access Telecommunications Traffic" is broader than the types of traffic exchanged over the interconnection facilities under this agreement. With regard to deletion of on a single trunk group, all the types of traffic would be combined on a common trunk group since it is indirect traffic coming from a third party ILEC tandem provider.</p> <p>CTL rejects HTI's 4/3/14 proposal, as use of the undefined term, "Non Switched Access Traffic" does not appropriately account for the defined term, "Jointly Provided Switched Access Traffic".</p> <p>8/12/14- CTL agrees with HTI's proposed language.</p>	<p>HTI proposes to remove references to Jointly Provided Switched Access, since it is not possible to jointly provide access service when the parties are exchanging traffic indirectly. HTI's proposed language relating to the jurisdictional assignment of traffic is more even-handed.</p>

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<p><u>Issue 52</u></p> <p>ISSUE CLOSED</p> <p>Intercarrier Compensation</p> <p>Compensation for Transport and Termination of Local Traffic</p> <p>43.2.2</p>		<p>Local Traffic shall be exchanged on a "Bill and Keep" basis, subject to Section 43.2.3 below. The "Bill and Keep" arrangement which may be in effect between the Parties at any time shall not affect the respective rights and obligations of the Parties under this Agreement with respect to any transit charges that may be assessed for any Transit Traffic.</p>	<p>Local Traffic shall be exchanged on a "Bill and Keep" basis, subject to 43.2.3 below.</p>	<p>CTL: CTL proposed Bill & Keep language 2/26/14 in response to HTI's request. CTL rejects the abbreviated language proposed by HTI, as it does not clearly address Transit Traffic. CTL proposed language, and removed its previously proposed last sentence.</p>	<p>HTI accepts CTL's proposed changes. This issue is closed.</p>
<p><u>Issue 53</u></p> <p>ISSUE CLOSED</p> <p>Intercarrier Compensation</p> <p>Compensation for Transport and Termination of Local Traffic</p> <p>43.2.4</p>		<p>Should either Party find that the traffic exchanged is no longer reasonably in balance or other conditions exist such that bill and keep is not an appropriate compensation structure for Transport and Termination of Local Traffic, it may request negotiations for an Amendment to this Agreement, without any waiver of the other party as to the propriety of the request or other objections to any such request. The Dispute Resolution provisions of this Agreement would apply to any request under this Section 43.2.4.</p>	<p>Omit</p>	<p>CTL: If HTI agrees to CTL's definition of "Non-Access Telecommunications Traffic" in Issue 9, then CTL accepts HTI's proposed changes.</p> <p>CTL agrees to HTI's 4/3/14 proposal to omit this clause.</p>	<p>CTL's arguments should be rejected for the following reasons:</p> <ol style="list-style-type: none"> 1) the existing HTI-CTL reciprocal agreement was approved by the MN-PUC in 2006 includes Bill and Keep reciprocal compensation; 2) the ICC Order states, as of December 29, 2011, no carrier may raise reciprocal compensation rates in place unless both Parties agree to an alternative arrangement (47 CFR 51.705(e)(1) ; 3) The ICC Order states Bill and Keep is appropriate even when traffic is

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					imbalanced 1755-759.
<p>Issue 54</p> <p>Signaling Network and Interconnection Trunking Requirements-</p> <p>One Way and Two Way Trunk Groups</p> <p>44.6.1</p>		<p>The existing Local Interconnection Trunk Group(s) in place between the Parties are bi-directional two-way groups. The Parties agree to establish bi-directional two-way trunk groups for Local Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC and separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF.</p>	<p>The Local Interconnection Trunk Group(s) in place between the Parties are bi-directional two-way groups. The Parties agree to establish bi-directional two-way trunk groups for combined Local Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC and separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF.</p>	<p>Two-way trunking is standard to all CLECs; this language also defines the traffic types that will be exchanged. CTL agrees to add the language that HTI proposed in Issue 35 at the beginning of CTL's proposed language.</p> <p>CTL EQ and CTL Q use different recording and billing systems. Whereas CTL Q does allow a combined trunk group, CTL EQ cannot allow a combined trunk group to include all types of traffic without creating incorrect access billing associated with the JSPA traffic. CTL EQ requires separate JPSA trunk groups in order to properly manage its billing to IXCs.</p>	<p>HTI sees no reason for MF trunk groups or separate trunk groups for Local Traffic versus IntraLATA LEC Toll Traffic and/or JPSA. CTL seeks the same combined traffic arrangements as CenturyLink Qwest – a tandem operator- affords to ILECs like Embarq (affiliate).</p>
<p>Issue 55</p> <p>ISSUE CLOSED</p> <p>Signaling Network and Interconnection Trunking Requirements</p> <p>One Way and Two Way Trunk Groups</p> <p>44.6.2</p>	<p>11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 44, 47, 48, 49, 50, 55</p>	<p>Bi-directional two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI</p>	<p>[OMIT CLAUSE]</p>	<p>CTL agrees to delete this clause.</p>	<p>This issue is resolved.</p>

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<p><u>Issue 56</u></p> <p>ISSUE CLOSED</p> <p>Signaling Network and Interconnection Trunking Requirements-</p> <p>One-Way and Two-Way Trunk Groups</p> <p>44.6.3</p>		<p>The costs associated with transporting Information Service Traffic to CLEC shall be the sole responsibility of CLEC. CenturyLink is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements solely for the delivery of Information Service Traffic. Facilities for Information Service Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.</p>	<p>[OMIT CLAUSE]</p>	<p>CTL agrees to OMIT this clause.</p>	<p>This issue is resolved.</p>
<p><u>Issue 57</u></p> <p>Signaling Network and Interconnection - Trunking Requirements</p> <p>44.6.5, 44.6.5 (a), 44.6.5 (b)</p>		<p>With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks for local services previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:</p> <p>a. The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the</p>	<p>Intentionally Left Blank</p>	<p>This is standard practice for all CLEC's to convert to two-way bi-directional trunking. But, if HTI will agree to the language CTL proposes to resolve issue 54, then CTL will agree to HTI's proposal to delete this language.</p>	<p>The language proposed by CTL is unnecessary because HTI does not have any two-way trunks that are directionalized as one-way trunks. Because this language does not apply to HTI, it should be omitted.</p>

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		Parties agree to work together to develop a plan to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan"). b. The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements.			
<u>Issue 58</u> ISSUE CLOSED Trunk Forecasting 45.4		Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS0, DS1, DS3/OC3 level, or higher, as agreed upon by CLEC and CenturyLink.	Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks pursuant to Section 0 and ____. Trunking will be at the DS0, DS1, DS3/OC3 level, or higher, as agreed upon by CLEC and CenturyLink.	CTL: CTL rejects HTI's added language, as there is no section 42.7 or 42.8 (original HTI proposal) and CTL cannot agree to a blank section reference.	HTI accepts CTL's original language. This issue is resolved.
<u>Issue 59</u> Trunk Forecasting 45.5.1		In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs.	[OMIT]	CTL rejects HTI's deletion of this language; if HTI over forecasts and CTL relies on HTI's forecast to CTL's financial detriment, HTI should be responsible for such expenses incurred by CTL.	HTI agrees to the original CTL language if the HTI proposed language for Issue 60 is accepted.
<u>Issue 60</u> Trunk Forecasting 45.5.2		The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume to CenturyLink.	The calculation of CLEC over-forecasted capacity will be based on the number of DS1 equivalents expressed as a percentage to the total capacity of the	CTL rejects HTI's deletion as this is the method that CTL would use to determine whether HTI's over-forecast was greater than 20%.	See issue 59 also. CTL does not provide an explanation of what "acts upon" means in this context, nor how

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			<p>facility cross-section. Example: A CLEC over-forecast of 10 DS1s in a facility segment served by an OC3 (84 DS1s) equates to an over-forecast of 11.9%.</p>	<p>CTL rejects HTI's proposed language as it does not describe how actual traffic volume is actually used to determine the over-forecast condition.</p>	<p>"actual costs and reasonable expenses" would be allocated to HTI, CTL, and any other carriers using the upgraded capacity. HTI's financial exposure must be limited to actual expenditures CTL has made to upgrade the facility or switch capacity, and allocated based upon the beneficiaries of such a switch or facility upgrade. HTI's proposed language provides additional clarity.</p>
<p>Issue 61 Trunk Forecasting 45.5.3</p>		<p>Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.</p>	<p>[OMIT]</p>	<p>CTL rejects deletion of this language; if HTI over forecasts and CTL relies on HTI's forecast to CTL's financial detriment, HTI should be responsible for such expenses incurred by CTL.</p>	<p>HTI agrees to the original CTL language with the acceptance of changed language in Issue 60.</p>
<p>Issue 62 Local Number Portability 49.3.4 ISSUE CLOSED</p>		<p>Number Reassignment. The reassignment of an entire NXXX or thousand block will be provided consistent with its respective industry guideline and appropriately reflected in the LERG.</p>	<p>LERG Reassignment. Portability for an entire NXX or thousands block shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.</p>	<p>CTL's proposal more appropriately identifies that there are different guidelines that apply specifically to transferring NXX ten thousand blocks and one thousand blocks. These guidelines are specific to separate number administration responsibilities that are both overseen by the FCC. At a minimum,</p>	<p>Thousand block is assignment is technically feasible and will help to conserve numbering resources HTI accepts CTL language.</p>

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				HTI's language inappropriately suggests that an entire NXX will be reassigned even when only a thousands block is to be ported.	
Issue 63 ISSUE CLOSED Transit Traffic Section 55		[Not CTL language; HTI proposed to add this]	The Parties disagree on whether CenturyLink's provision of Transit Traffic and Transit Service are subject to Section 251 of the Telecommunications Act. Accordingly, if CenturyLink's provision of Transit Traffic or Transit Service become a disputed issue, CLEC reserves the right to seek resolution at the Commission.	CTL: Since CTL has agreed with HTI's proposed language in Issue 15 (Dispute Resolution, Section 24.1), HTI's proposed language for this section is unnecessary. CTL rejects HTI's added language. HTI reflected this language as 'accepted' language in Exhibit B. CTL's agreement reflects this in redline format and CTL did not accept this language.	HTI agrees to withdraw its proposed language. This issue is resolved with Issue 15.
Issue 64 Transit Traffic 55.2.1		In the event Transit Traffic routed by one Party to the other Party is blocked by a third party, the Party to whom the Transit Traffic was routed shall not unreasonably withhold providing commercially reasonable assistance.	In the event Transit Traffic routed by CLEC to CenturyLink is blocked by a third party, CenturyLink agrees to accept a trouble ticket on the matter, and shall not unreasonably withhold providing commercially reasonable assistance.	CTL rejects HTI's proposal as accepting a trouble ticket inappropriately obligates CTL as the provider of Transit Traffic with responsibilities to resolve the dispute.	HTI's proposed language reasonably outlines CTL's responsibilities in the event that Transit Traffic is blocked by the transit provider. The phrase "commercially reasonable assistance" is unduly vague.
Issue 65 Transit Traffic- Payment Terms and Conditions 55.3.2		CLEC shall be responsible for payment of Transit Service charges on Transit Traffic routed to CenturyLink by CLEC and for any charges assessed by the terminating carrier. CLEC agrees to enter into traffic exchange agreements with third-	[OMIT]	CTL rejects HTI's deletion. This language correctly describes the application of Transit charges to the originating CLEC (HTI). The language also clarifies the obligations that HTI would have before sending Transit Traffic	CTL is engaging in more "self help." HTI is not responsible for CTL's invoice screening and payment practices. HTI has already agreed in Section 55.2.2 "CLEC

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		<p>parties prior to routing any Transit Traffic to CenturyLink for delivery to such third parties, and CLEC will indemnify, defend and hold harmless CenturyLink against any and all charges levied by such third-party terminating carrier with respect to Transit Traffic, including but not limited to, termination charges related to such traffic and attorneys' fees and expenses.</p>		<p>to CTL and the role HTI has for any charges from the terminating party.</p>	<p>acknowledges that CenturyLink does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by the CLEC."</p>
<p><u>Issue 66</u> Transit Traffic- Billing Records and Exchange of Data 55.4.1</p>		<p>Upon request by CLEC and to the extent possible, CenturyLink agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Record charges are listed in Table 1 as Message Provisioning.</p>	<p>Upon request by CLEC and to the extent possible, CenturyLink agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing CenturyLink's Transit Service. CenturyLink shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. To the extent CenturyLink incurs additional cost in providing this billing information, CLEC agrees to reimburse CenturyLink for its direct costs of providing this information. Record charges must be filed with a rate with the MN PUC.</p>	<p>CTL rejects HTI's proposal as the filing of the contract, which contains Table 1 rates, is sufficient and no further filing with the Commission is necessary or contemplated by CTL.</p>	<p>If the last sentence from HTI's proposal: "Record charges must be filed with a rate with the MN PUC," were added to CTL's revised proposal, this issue could be closed.</p>
<p><u>Issue 67</u> Transit Traffic- Billing Records and Exchange of Data</p>		<p>Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three</p>	<p>Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of</p>	<p>CTL rejects HTI's deletions and the additional language proposed. The deleted language is intended to resolve disputes, and HTI's language merely allows for using</p>	<p>CTL's proposed language would enable CTL to engage in self-help with no opportunity for meaningful and timely oversight.</p>

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55.5		<p>(3) DS1s of traffic, CenturyLink may, but shall not be obligated to require CLEC to establish a direct connection to the parties with whom they are exchanging traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, CenturyLink may thereafter charge CLEC for such transit service including Transit Traffic that terminates with CLEC at double the transit rate set forth in Table One, or after following the Dispute Resolution process outlined in section 24 and with the approval of the Commission, discontinue providing transit service to CLEC, at the sole discretion of CenturyLink, provided</p>	<p>traffic, CenturyLink may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, CenturyLink may thereafter charge CLEC for such transit service at double the transit rate set forth in Table One, or discontinue providing transit service to CLEC, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner follow the process outlined in section 24 Dispute Resolution.</p>	<p>Dispute Resolution, which is already available to both Parties. HTI's language would only create future billing disputes.</p> <p>CTL proposed on 9/26/14 additional edits to CTL language for HTI review.</p>	<p>Further, obtaining an interconnection agreement may take well over 60 days.</p>

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		however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.			
<p><u>Issue 67.1</u></p> <p>New issue added by HTI August, 2014</p> <p>57.2.4</p> <p>Provision of Usage Records</p>		<p>No CTL language in agreement</p>	<p>Should either Party choose to begin routing its own IntraLATA Toll Traffic or Toll VoIP PSTN Traffic directly or indirectly to the other Party, the Party making such election shall first provide ninety (90) days written notice to the other Party for the express purposes of amending this section to address the provision of usage records.</p>	<p>CTL opposes the new language. CTL has agreed that it does not route IntraLATA LEC Toll Traffic to HTI, but has been clear that Toll VoIP-PSTN Traffic is included in this interconnection agreement, including such Toll VoIP-PSTN Traffic that is originated by another carrier that used CenturyLink's Transit Service. This is consistent with the Connect America Order which states that VoIP traffic is allowed to be carried over interconnection arrangements. The issue of usage records is already adequately addressed in the interconnection agreement and reflects the type of usage records that EQ is able to provide. If the Toll VoIP-PSTN Traffic was originated by another carrier, usage information would be provided in transit records that HTI would receive. Records for Toll VoIP-PSTN Traffic that CTL could someday originate would not be generated as HTI would do the recording of traffic for their billing to CTL. As CTL and other CLECs have done, HTI would need to develop logic within</p>	<p>The Parties do not currently exchange toll traffic, where the originating Party will owe access compensation to the other Party. Because HTI will be subtending the CTL access tandem, it will be in a situation where it may not be able to discern CTL toll usage from third party toll traffic (for which CTL should provide access usage records).</p>

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				<p>its billing system to match the transit records with its own recordings to properly bill the Toll VoIP-PSTN Traffic. There is no reason to put the burden of IT expenses to create such a record with CTL so that HTI can turn around and bill CTL, nor did the FCC make this requirement. ¶ Section 43.1.2.b of the agreement addresses how that exchange of Toll VoIP-PSTN Traffic would take place and how the traffic would be quantified and billed.</p>	
<p><u>Issue 68</u> Bona Fide Request 59.X</p>		<p>[No CTL language for this section]</p>	<p>The Bona Fide Request process shall be used when CLEC requests a form of Network Interconnection or other service which CenturyLink does not provide in this agreement, to itself, or to another carrier.</p>	<p>HTI seeks to change the use of BFR by requiring it to be used in very limited situations. CTL uses the BFR process to evaluate/ develop or reject non-standard methods of Interconnection.</p>	<p>The BFR process should be used only under very limited circumstances. CLECs are entitled to a rebuttable presumption that a particular method of interconnection is available at any point on the CTL network.</p> <p>The Local Competition Order 96-325 the FCC states:</p> <p>"... we conclude that, if a particular method of interconnection is currently employed between two networks, or has been used successfully in the past, a rebuttable presumption is</p>

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					<p>created that such a method is technically feasible for substantially similar network architectures. Moreover, because the obligation of incumbent LECs to provide interconnection or access to unbundled elements by any technically feasible means arises from sections 251(c)(2) and 251(c)(3), we conclude that incumbent LECs bear the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any individual point.” FCC 96-326 ¶ 554</p>
<p><u>Issue 69</u> Bona Fide Request 59.4</p>		<p>CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyLink's receipt of a Request. CenturyLink will advise CLEC of any additional information needed for a complete and accurate Request.</p>	<p>CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) two (2) Business Days of CenturyLink's receipt of a Request. CenturyLink will advise CLEC of any additional information needed for a complete and accurate Request.</p>	<p>CTL rejects HTI's substitution of two (2) days, as Ten (10) days is a reasonable timeframe and is the same timeframe other CLECs receive.</p>	<p>Two Business Days is a sufficient amount of time for CTL to acknowledge receipt of a Request and to identify a single point of contact. These administrative tasks do not require any analysis and should be easy to complete.</p> <p>Similar language from the MN ATT-US West arbitrated agreement shows</p>

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					2 days
<u>Issue 70</u> Bona Fide Request 59.5		<p>Except under extraordinary circumstances, within thirty (30) Days of its receipt of a complete and accurate Request, CenturyLink will approve or deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial.</p>	<p>Except under extraordinary circumstances, wWithin thirty (30) Days of its receipt of a complete and accurate Request, the analysis shall specify CenturyLink's conclusions as to whether or not the requested Interconnection complies with the requirements of the Act or state law. CenturyLink will approve or deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial</p>	<p>CTL rejects HTI's proposed language changes; if CTL denies the request, CTL will provide a reason for such denial. HTI's proposed language is unnecessary because CTL's language is consistent with applicable law and no explanation is needed if CTL grants HTI's request.</p>	<p>CLECs seeking interconnection should have ready access to a listing of BFRs that have been submitted and <u>accepted or rejected</u>. CLECs should be able to challenge the CTL assessment. This is necessary to assure that HTI is receiving service at parity.</p>
<u>Issue 71</u> ISSUE CLOSED Bona Fide Request		[No comparable CTL language]	<p>If CenturyLink determines during the thirty (30) Day period that a BFR does not qualify as Interconnection or ancillary service that is required to be provided under the Act or state law, CenturyLink shall advise CLEC as soon as reasonably possible of that fact, and CenturyLink shall promptly, but in no case later than the thirty (30) Day period, provide a written report setting forth the basis for its conclusion.</p>	<p>CTL: CTL rejects HTI's proposed language. This language is redundant with what CTL has already proposed in 59.5.</p>	<p>HTI withdraws its proposed language. This issue is resolved.</p>
<u>Issue 72</u> ISSUE CLOSED			<p>If CenturyLink determines during such thirty (30) Day period that the interconnection or ancillary service requested qualifies under the Act or state law, it shall notify CLEC</p>	<p>CTL: CTL rejects HTI's proposed language. This language is redundant with what CTL has already proposed in 59.5.</p>	<p>HTI withdraws its proposed language. This issue is resolved.</p>

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Bona Fide Request			in writing of such determination within ten (10) Days, but in no case later than the end of such thirty (30) Day period		
Issue 73 Bona Fide Request 59.6		CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. CLEC will provide written acceptance of the Preliminary Analysis to CenturyLink within thirty (30) Days of its receipt of the Preliminary Analysis or CLEC's Request will be deemed to be cancelled.	CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. CLEC will provide written acceptance of the Preliminary Analysis to CenturyLink within thirty (30) sixty (60) Days of its receipt of the Preliminary Analysis or CLEC's Request will be deemed to be cancelled.	CTL rejects HTI's substitution of sixty (60) days. 30 days is enough time. All the time periods listed for CTL's review are standard and used for all other CLECs. CTL only has 30 days in 59.5 to accept or reject HTI's request so 30 days should be sufficient for HTI to accept or reject CTL's analysis.	HTI is a small company; CTL's resources are far greater than those of HTI. Sixty days is a reasonable amount of time given HTI's financial and technical resources.
Issue 74 Bona Fide Request 59.8		The tentative availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within ninety (90) Days from the date it receives CLEC's written Final Acceptance. If CenturyLink cannot complete the BFR within ninety (90) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.	The tentative availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within ninety (90) forty-five (45) Days from the date it receives CLEC's written Final Acceptance. If CenturyLink cannot complete the BFR within ninety (90) forty-five (45) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.	CTL: CTL rejects HTI's substitution of forty-five (45) days. The time periods listed for CTL's action are standard and used for all other CLECs. A BFR by definition is not standard and thus a longer timeframe may be needed for development.	Forty five days should be an adequate amount of time to complete the BFR process. When this is not possible, HTI's language provides relief.
Issue 75 Bona Fide Request 59.9		Within thirty (30) Days of receipt of the Final Quote, CLEC must either (i) confirm or cancel its Request in writing (Final Acceptance), or (ii) submit any disputed issues with the Final	Within sixty (60) thirty (30) Days of receipt of the Final Quote, CLEC must either (i) confirm or cancel its Request in writing (Final Acceptance), or (ii) submit any disputed issues with the Final	CTL rejects HTI's substitution of sixty (60) days. CTL only has 30 days in 59.5 to accept or reject HTI's request so 30 days should be sufficient for HTI to confirm the Final Quote.	HTI is a small company; CTL's resources are far greater than those of HTI. Sixty days is a reasonable amount of time given HTI's financial and

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		Quote for dispute resolution pursuant to the Dispute Resolution provisions of this Agreement. CLEC's written acceptance must include payment of one hundred percent (100%) of the quoted costs.	Quote for dispute resolution pursuant to the Dispute Resolution provisions of this Agreement. CLEC's written acceptance must include payment of one hundred percent (100%) of the quoted costs.		technical resources.
<p><u>Issue 76</u></p> <p>Bona Fide Request</p>			<p>CenturyLink will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. CenturyLink shall make available a topical list of the BFRs that it has received from CLECs. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. CenturyLink shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. CenturyLink shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information</p>	<p>CTL does not agree to this language; CTL is not required by applicable law to provide such information and this is unduly burdensome.</p> <p>CTL has had very few requests for BFRs from CLECs and thus does not have an established process to notify other CLECs of non-standard POI locations established with other CLECs, nor is it appropriate for HTI to request inclusion of all "third party carriers". BFR by its very nature is non-standard, and thus not easily transferable to other CLECs. Given the minimal use of BFRs by CLECs, CTL does not agree the notification HTI proposes is needed.</p>	<p>The information to be provided under this provision will help HTI to assure that it is not being discriminated against. CTL states that it has received very few BFRs, thus complying with this provision should not be unduly burdensome.</p> <p>[This language is from the MN ATT-US West arbitrated agreement.]</p>

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			<p>about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that CenturyLink may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefore.</p>		
<p><u>Issue 77</u></p> <p>Attachment 1-</p> <p>BFR for the Establishment of a POI at the Osseo Host Switch</p>		<p>See CTL price sheet</p>		<p>HTI rejected CTL's proposal to grant HTI's BFR request by not including Attachment 1 in their Arbitration petition, Appendix B. CTL maintains its position that the proposal for HTI is appropriate and consistent with applicable law.</p>	<p>The use of a BFR in this instance and/or in the instance of the existing Meet Point Interconnection Arrangement (Grove City-Litchfield) is inappropriate when this or a substantially similar method of interconnection has been employed.</p>