



STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

June 27, 2014

The Honorable Steve M. Mihalchick
Minnesota Office of Administrative Hearings
600 North Robert Street
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. P421,5561,430/IC-14-189
OAH Docket No. 48-2500-31383

Dear Judge Mihalchick:

Enclosed for filing in the above referenced docket, please find the Direct Testimony and
Exhibit of Katherine A. Doherty filed on behalf of the Minnesota Department of Commerce.

Sincerely,

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DEPARTMENT OF COMMERCE
DIVISION OF ENERGY RESOURCES

CERTIFICATE OF SERVICE

I, Linda Chavez, hereby certify that I have this day served copies of the following document on the attached list of persons by electronic filing, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**MINNESOTA DEPARTMENT OF COMMERCE –DIRECT TESTIMONY AND
EXHIBIT OF KATHERINE A. DOHERTY**

Docket Nos. **P421,5561,430/IC-14-189**

Dated this **27th** day of **June, 2014**.

/s/Linda Chavez

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IN THE MATTER OF THE PETITION OF
HUTCHINSON TELECOMMUNICATIONS,
INC. FOR ARBITRATION WITH EMBARQ
MINNESOTA, INC. PURSUANT TO 47
U.S.C. SECTION 252 OF THE FEDERAL
TELECOMMUNICATIONS ACT

MPUC Docket No. P421,5561,430/IC-14-189
OAH Docket No. 48-2500-31383

DIRECT TESTIMONY AND EXHIBIT OF KATHERINE A. DOHERTY

ON BEHALF OF

THE MINNESOTA DEPARTMENT OF COMMERCE

JUNE 27, 2014

1 **I. IDENTIFICATION OF WITNESS**

2 **Q. Please state your name and business address.**

3 A. My name is Katherine Doherty. My business address is Minnesota Department of
4 Commerce, 85 7th Place East, Suite 500, Saint Paul, Minnesota 55101.

5
6 **Q. What is your present occupation?**

7 A. I am a Public Utilities Rates Analyst employed by the Minnesota Department of
8 Commerce. In my position as a Public Utilities Rates Analyst, I am assigned
9 exclusively to telecommunications issues. My assignments include, among many
10 things, analyzing rate and service filings involving rate design, quality of service
11 issues, and the certification of carriers for federal universal service funding.

12
13 **Q. What is your educational and professional background?**

14 A. In 1976, I received a Bachelor of Arts degree in English Literature from Whitman
15 College in Washington State. In 1992, I received a Master of Business Administration
16 degree from Seattle University. Prior to my employment at the Minnesota Department
17 of Commerce in January, 2001, I was employed by U. S. West Communications and
18 its predecessor Pacific Northwest Bell (now Qwest Corporation dba CenturyLink) from
19 1980 to 2000. While at U.S. West I held line and staff management positions in U.S.
20 West's retail sales and service, wholesale service delivery/operations, and public
21 policy organizations.

1 **Q. What is the purpose of your testimony?**

2 A. My testimony is intended to provide a framework to assist the Administrative Law
3 Judge and the Minnesota Public Utilities Commission (Commission) in understanding
4 the issues in this case as they relate to Minnesota Statutes, Rules, and prior
5 Commission orders and decisions. I also provide an overview of relevant Federal
6 Communications Commission (FCC) Orders and rules that may provide guidance to
7 the Commission in considering the issues in this case.

8 My testimony is not intended to be comprehensive. It is not my intent to
9 address every issue raised by other parties in this case, and my silence with respect
10 to any issue should not be construed as agreement or disagreement with the
11 positions of other parties.

12
13 **II. BACKGROUND**

14 **Q. Please describe the parties in this case.**

15 A. HTI is a telecommunications carrier under Minnesota Statute § 237.01, subd. 6,
16 authorized by the Minnesota Public Utilities Commission (Commission) to provide
17 local exchange service in Minnesota.

18 Embarq Minnesota, Inc. dba CenturyLink (CenturyLink or CenturyLink EQ) is an
19 incumbent local exchange carrier (ILEC) authorized by the Commission to provide
20 local exchange service in Minnesota.

21 HTI and CenturyLink (the Parties) are currently parties to an interconnection
22 agreement (ICA) approved by the Commission in 2006.¹

¹ Docket No. P430, P5561/IC-06-1548, Order Approving Interconnection Agreement, Issued: Dec. 5, 2006.

1 **Q. What is this case about?**

2 A. The Parties requested arbitration of certain issues that they have been unable to
3 resolve through negotiation of a replacement ICA. The core disputed issues center
4 around a particular interconnection arrangement proposed by HTI, the terms and
5 conditions associated with that arrangement, and the financial responsibilities to be
6 borne by each Party in connection with the interconnection arrangement.

7
8 **Q. Please provide an overview of interconnection and intercarrier compensation
9 obligations of local exchange carriers as they relate to the issues in this case.**

10 A. Section 251(a) of the Telecommunications Act of 1996 (the Act) provides that all
11 telecommunications carriers have the duty to interconnect directly or indirectly with
12 the facilities and equipment of other telecommunications carriers.

13 Section 251(b) outlines the additional interconnection duties applicable to
14 local exchange carriers (LECs). LECs have the duty to establish non-access
15 reciprocal compensation arrangements² for the transport and termination of non-
16 access telecommunications traffic³ with any requesting telecommunications carrier,
17 and may not assess charges on any other telecommunications carrier for non-access
18 telecommunications traffic that originates on the LEC's network.⁴ The rate of a
19 carrier providing transmission facilities is permitted only to recover the costs of the

² Reciprocal compensation arrangements between two carriers may be a bill-and-keep arrangement, per §51.713, or an arrangement in which each carrier receives intercarrier compensation for the transport and termination of non-access telecommunications traffic.

³ Non-Access telecommunications traffic includes telecommunications traffic exchanged between a LEC and a telecommunications carrier that is not interstate or intrastate exchange access, information access, or exchange services for such access.

⁴ 47 C.F.R 51.703 (a) and (b).

1 proportion of that trunk capacity used by an interconnecting carrier to send non-
2 access traffic that will terminate on the providing carrier's network.⁵

3 In addition to the above, ILECs have special interconnection obligations under
4 the Act. The ILEC (and the carrier that requests interconnection with an ILEC) have
5 the duty to negotiate the terms and conditions of interconnection agreements in
6 good faith.⁶ Section 251(c)(2)(b) requires that ILECs provide interconnection to any
7 requesting telecommunications carrier at any technically feasible point.⁷ The FCC has
8 interpreted this provision to mean that competitive LECs have the option to
9 interconnect at a single point of interconnection (SPOI) per LATA.⁸

10 The interconnection must be at least equal in quality to that provided by the
11 incumbent LEC to itself or its affiliates, and must be provided on rates, terms, and
12 conditions that are just, reasonable, and nondiscriminatory, in accordance with the
13 terms and conditions of any agreement, the requirements of sections 251 and 252
14 of the Act, and the FCC's rules including, but not limited to, offering such terms and
15 conditions equally to all requesting telecommunications carriers, and offering such
16 terms and conditions that are no less favorable than the terms and conditions upon
17 which the incumbent LEC provides such interconnection to itself.⁹

18 The FCC explained, in its Local Competition Order¹⁰ that:

19 Section 251(c) gives competing carriers the right to
20 deliver traffic terminating on an incumbent LEC's
21 network at any technically feasible point on that

⁵ 47 C.F.R. 51. 709(b).

⁶ Section 251(c)(1).

⁷ Section 251(c)(2)(B).

⁸ In the Matter of the Application by SBC Communications Inc., et al. pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, CC Docket No. 0065, Memorandum Opinion and Order, para.78, (2000). LATA

⁹ 47 C.F.R. 51.305(4).

¹⁰ In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, *First Report and Order* (Local Competition Order).

1 network, rather than obligating such carriers to transport
2 traffic to less convenient or efficient interconnection
3 points.¹¹
4

5 The FCC further noted that:

6 If a particular method of interconnection is currently
7 employed between two networks, or has been used
8 successfully in the past, a rebuttable presumption is
9 created that such a method is technically feasible for
10 substantially similar network architectures.¹²
11

12 **Q. What is the significance, in this case, of the Federal Communications**
13 **Commission’s November 18, 2011 CAF ICC Order?**¹³

14 A. The FCC, in its CAF-ICC Order, took significant steps to comprehensively reform
15 intercarrier compensation. Among other things, the FCC capped reciprocal
16 compensation rates as of December 29, 2011 and established a transition path for
17 the reciprocal compensation rates associated with transport and termination, with
18 bill and keep¹⁴ as the end point.

19 The FCC “reject[ed] claims that, as a policy matter, bill-and-keep is only
20 appropriate in the case of roughly balanced traffic,”¹⁵ and amended its rules
21 accordingly. The FCC also amended its rules to reflect that existing bill and keep
22 arrangements in place as of December 29, 2011 remain in place, unless the
23 affected parties agree upon an alternative arrangement.¹⁶

¹¹ Id., ¶ 209.

¹² Id., ¶ 554.

¹³ In the Matter of Connect America Fund, WC Docket 10-90 et. al., *Report and Order and Further Notice of Proposed Rulemaking*, November 18, 2011 (CAF-ICC Order).

¹⁴ Bill-and-keep arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services. (47 CFR 51.713).

¹⁵ CAF-ICC Order, ¶ 756.

¹⁶ 47 C.F.R. §51.705(c).

1 While the FCC made no changes to its SPOI policy in the CAF-ICC Order, the
2 FCC questioned whether its SPOI per LATA policy would be workable in a bill and keep
3 environment, and sought comment on whether it will need to implement new or
4 revised POI rules at some later stage of the transition to bill-and-keep.¹⁷ To date, the
5 Department is not aware of any new or revised rules regarding POIs that the FCC has
6 implemented.

7
8 **III. THE PARTIES EXISTING INTERCONNECTION ARRANGEMENT**

9 **Q. What does the Parties' current ICA provide with respect to the interconnection**
10 **arrangement and the associated intercarrier compensation?**

11 A. The ICA provides, in Section 35.2.1 that “The Parties agree to interconnect their
12 facilities at a specified Point of Interconnection (“POI”). That POI for the exchange of
13 EAS traffic between NPA-NXXs¹⁸ listed in Appendix 1 will be at the Qwest Central
14 Office Switching Location in St. Cloud, MN. The parties will work cooperatively to
15 connect their own or leased facilities at this POI and will retain all financial
16 responsibility for the costs of such facilities whether owned or leased from a third
17 party on the Parties respective side of the POI.” The ICA provides, in Section 35.1.1
18 that “Each Party will be responsible for its own costs associated with the connection
19 of its switch to the POI, and will provide sufficient trunks to the Point of
20 Interconnection without any transport charges, to effectively exchange all EAS traffic

¹⁷ CAF- ICC Order, ¶ 1321.

¹⁸ NPA-NXXs are the three digit area code and three digit central office code that identify the exchange(s) in which the numbers are assigned for use.

1 between the parties.”¹⁹ “Point of Interconnection” (“POI”) is defined in the agreement
2 as “the physical point that establishes the technical interface, and the operational
3 responsibility hand-off between HTI and Embarq for the local interconnection of their
4 networks.”²⁰

5
6 **Q. What did HTI state regarding the issue of the existing intercarrier compensation
7 agreement?**

8 A. Mr. Burns stated in his Direct Testimony that the existing bill and keep arrangement,
9 with the POI at the CenturyLink QC central office cannot be unilaterally changed
10 according to 47 C.F.R. 51.705(c). Mr. Burns stated that “if CenturyLink were allowed
11 to unilaterally insert new transport rate elements or move the POI from its existing
12 location in St. Cloud...it fundamentally changes the intercarrier compensation.”²¹

13
14 **Q. What does CenturyLink say regarding this issue?**

15 A. On May 6, 2014, CenturyLink served its initial response to HTI’s IR 22 (“Are you
16 proposing to re-rate its charge to HTI for transport between the point of
17 interconnection at the CenturyLink QC central office in St. Cloud and the CenturyLink
18 EQ central office in Alexandria?”) CenturyLink stated that “this transport would be
19 considered Third-Party ILEC Meet Point Using Leased Facilities under the proposed
20 interconnection agreement and the terms and conditions in the agreement would
21 apply. On May 27, CenturyLink served its Supplemental Response to HTI’s IR 22, in
22 which CenturyLink stated “[u]nder the terms that CenturyLink is proposing, HTI would

¹⁹ HTI Ex. __ TGB-1 at 28-29 (Burns Direct)

²⁰ HTI Ex TGB-1 at 8.

²¹ HTI Ex. __ at 11:16-18(Burns Direct).

1 lease the jointly provided access facility from CenturyLink QC and CenturyLink EQ and
2 pay the appropriate portion of the applicable access tariffed transport rates to each
3 company for the facility.”²²

4 It appears from CenturyLink’s IR responses that CenturyLink does plan to
5 insert new transport elements into the existing intercarrier compensation
6 arrangement at the St. Cloud POI.

7
8 **Q. Is there any other evidence in the record at present relevant to CenturyLink’s intent**
9 **with respect to the transport between the point of interconnection at the CenturyLink**
10 **QC central office in St. Cloud and the CenturyLink EQ central office in Alexandria?**

11 A. Mr. Easton did not address the impact of the proposed new interconnection terms
12 and conditions on existing interconnection arrangements in his testimony and I am
13 aware of no other evidence in the record.

14
15 **IV. THE REPLACEMENT INTERCONNECTION AGREEMENT**

16 **Q. What is HTI’S requested interconnection arrangement?**

17 A. HTI requested to interconnect in a new local access transport area (LATA) via a mid-
18 span meet point arrangement in the CenturyLink Glencoe serving wire center, with
19 each party responsible for its costs to reach the POI. Mr. Burns provides a figure
20 illustrating the arrangement on page 32 of his Direct Testimony.²³

²² DOC Ex. __ KD-1 at 14 (Doherty Direct)(CenturyLink Response to HTI IR 22).

²³ HTI Ex. __at 32 (Burns Direct) (Figure11 HRI Request to HTI – Mid-Span Meet Point at Glencoe)

1 **Q. What is a “meet point” interconnection?**

2 A. A “meet point,” according to an FCC Rule at 47 C.F.R. 51.5, is a “point of
3 interconnection between two networks, designated by two telecommunications
4 carriers, at which one carrier's responsibility for service begins and the other carrier's
5 responsibility ends.” A meet point interconnection arrangement is an arrangement
6 by which each telecommunications carrier builds and maintains its network to a meet
7 point.²⁴ Mr. Burns describes a mid-span meet point in his testimony as follows:

8 When discussing facilities, the term “span” is used to
9 identify the specific facilities between two wire centers
10 or network nodes. A “mid-span meet point” in this
11 context means the splice where the two networks meet
12 (meet point) will occur somewhere “mid-span.” A “mid-
13 span fiber meet” indicates fiber is the medium in the
14 meet point interconnection, and the meet point occurs
15 somewhere mid-span.²⁵
16

17 **Q. What has the FCC said about meet point arrangements?**

18 A. The FCC described meet point arrangements in the Local Competition Order, stating
19 that,

20 [m]eet point arrangements (or mid-span meets)... are
21 commonly used between neighboring LECs for the
22 mutual exchange of traffic, and thus, in general, we
23 believe such arrangements are technically feasible.
24 Further, although the creation of meet point
25 arrangements may require some build out of facilities by
26 the incumbent LEC, we believe that such arrangements
27 are within the scope of the obligations imposed by
28 sections 251(c)(2) and 251(c)(3).²⁶

²⁴ See 47 C.F.R. 51.5.

²⁵ HTI Ex. __ at 3:19-22 (Burns Direct).

²⁶ Local Competition Order, para 553.

1 **Q. Is the physical interconnection point that HTI requested at the Glencoe location**
2 **technically feasible?**

3 A. Yes. In a response to Information Request No. 24, CenturyLink agrees that the point
4 of interconnection requested by HTI is technically feasible.²⁷

5
6 **Q. How has CenturyLink responded to HTI's request?**

7 A. CenturyLink has characterized HTI's requested interconnection arrangement as a
8 "non-standard arrangement," stating that a standard "Mid Fiber Meet" option
9 requires that "each party builds a portion of the transport, meeting somewhere in the
10 middle at a *mutually* agreed upon point."²⁸

11 CenturyLink has proposed, in response to HTI's proposal, an arrangement
12 under which Hutchinson and CenturyLink would physically interconnect at the
13 proposed Glencoe location, but, in addition, would require HTI to order and pay for a
14 "virtual collocation", as well as direct trunked transport, between the Glencoe remote
15 central office and the Osseo tandem. Mr. Burns provided, in his testimony, an
16 illustration of CenturyLink's proposed network architecture.²⁹ CenturyLink proposes
17 language that would establish what it calls a "financial POI" at the Osseo tandem
18 switch.

19
20 **Q. What is a "remote" central office?**

21 A. Mr. Easton states in his testimony that "a remote central office contains no intelligent
22 switching equipment and instead provides line side connections for customer loops

²⁷ DOC Ex. KAD-1 at 15-16 (Doherty Direct)(CenturyLink Supplemental Response to HTI IR 24)

²⁸ CenturyLink Ex. __ at 26:17-19.

²⁹ HTI Ex. __ at 53. Fig. 14.

1 and an umbilical connection to a host switch, where all of the switching activity takes
2 place. In this case, the host switch for Glencoe is located in Osseo, Minnesota,
3 approximately 44 miles away.”³⁰
4

5 **Q. What Does CenturyLink mean by a “standard” interconnection arrangement?**

6 A. Mr. Easton described the “standard” methods of interconnection offered by
7 CenturyLink as follows:

8 In terms of interconnection arrangements, CenturyLink
9 EQ provides multiple standard interconnection options to
10 meet the needs of CLECs. A CLEC can lease a Local
11 Interconnection Entrance Facility to provide transport
12 from its switch or CLEC premises in the CenturyLink wire
13 center area to the CenturyLink EQ network. Another
14 option, which is not included in this agreement, is for the
15 CLEC to provide its own facility to transport traffic from
16 its switch to a collocation point established on the
17 CenturyLink EQ network... A third option is for each of
18 the parties to provide a portion of the transport between
19 their respective networks. In this Mid Span Fiber Meet
20 option, each party builds a portion of the transport,
21 meeting somewhere in the middle at a mutually agreed
22 upon point. A fourth option, available to CLECs that only
23 have a physical presence within another ILEC’s territory,
24 is a Third Party ILEC Meet Point leased switched access
25 transport facility... [F]or interconnection arrangements
26 that do not fit within the standard offerings just
27 described, CenturyLink offers a BFR process to assess
28 the feasibility of providing of providing some alternate
29 non-standard form of interconnection.³¹

³⁰ CenturyLink Ex. __ at 48:31-49-4 (Easton Direct).

³¹ CenturyLink Ex. __ at 26:6-22 (Easton Direct).

1 **Q. What are the overarching issues that the Administrative Law Judge and the**
2 **Commission must consider with respect to a New ICA between the parties?**

3 A. Many of the disputed issues could be resolved if two broad issues were resolved: 1)
4 the definition of the term “POI” and its location, and 2) the appropriate allocation of
5 financial responsibility for interconnection costs and transport³² in relation to that
6 “POI.”

7
8 **Q. Please provide an overview of the dispute with respect to the definition and location**
9 **of the “POI.”**

10 A. Mr. Easton states that the term “POI” refers to “the demarcation point for
11 determining the parties’ financial responsibilities,” and that “this issue impacts the
12 degree to which each party is responsible for the cost of interconnection.”³³

13 Mr. Burns states that the term “POI” refers to the proposed physical point at
14 which two networks interconnect and that at that point, each party must bear the
15 financial responsibility for the network on its side of the Point of Interconnection.³⁴
16 According to HTI, CenturyLink’s “use of the term POI is not consistent with the
17 recognized understanding of that term.”³⁵

³² Transport is defined in 47 C.F.R. 51.5 as the transmission and any necessary tandem switching of Non-Access Telecommunications Traffic subject to section 251(b)(5) from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

³³ CenturyLink Ex. __ at 3:21-4:2 (Easton Direct).

³⁴ HTI Ex. __ at 11:4-5(Burns Direct).

³⁵ CenturyLink Ex. __ WRE-1 at Issue 26 (Easton Direct).

1 **Q. Please describe the issue of the division of financial responsibility for the costs of**
2 **interconnection and the transport and termination of traffic.**

3 A. The Parties have agreed to a “bill and keep” arrangement for the usage charges
4 associated with transport and termination of local traffic.³⁶

5 The CenturyLink proposal, however, as noted above, calls for the
6 establishment of financial demarcation points (which it calls “POIs”) at each tandem
7 switch where HTI wishes to exchange traffic.³⁷ In the case of the interconnection
8 arrangement that HTI proposes at the Glencoe central office, CenturyLink’s proposed
9 financial demarcation (which it refers to as a “POI”) at CenturyLink’s Osseo tandem
10 switch requires HTI to pay for direct trunked transport from the requested point of
11 interconnection at Glencoe to the Osseo tandem. HTI asserts that the proposed
12 physical POI located at the Glencoe remote switch is also the location at which one
13 Party’s financial responsibility begins and the other ends, and states that, in a meet
14 point interconnection arrangement, each Party bears the financial responsibility for
15 the network on its side of the point of interconnection.³⁸ HTI claims because 1) the
16 parties’ ICA calls for the exchange of traffic pursuant to a bill and keep arrangement
17 (including for transport) as to the existing POI at the St. Cloud location, and 2) the
18 arrangement that HTI requests is a meet point interconnection arrangement, it is
19 entitled under the ICA to a bill and keep arrangement at the Glencoe location, and
20 each party should also be responsible for facilities costs on its own side of the
21 proposed Glencoe POI.³⁹

³⁶ CenturyLink Ex. __ at 6:14-16 (Easton Direct).

³⁷ CenturyLink Ex. __ at 4:2-4 (Easton Direct).

³⁸ HTI Ex. ___ at 11:4-5 (Burns Direct).

³⁹ *Id.* at 12:10-15.

1 **Q. How are the “POI” and related financial responsibility issues reflected in the Issues**
2 **matrix?**

3 A. Issues 11, 26 through 33, and 37 are directly related to the use of the term “POI”
4 and its relationship to the financial obligations of the parties.

5
6 **Q. Please describe Issue 11.**

7 A. Issue 11 concerns the definition of the term Point of Interconnection as it relates to
8 “non-standard” interconnection arrangements.

9
10 **Q. Please provide a summary of the parties’ positions with respect to this issue.**

11 A. The Parties appear to have agreed to the definition of “Point of Interconnection,” that
12 the POI is “the physical point that establishes the technical interface, the test point
13 and the operational hand-off between CLEC and CenturyLink for local interconnection
14 of their networks.”⁴⁰ They disagree whether the POI establishes a financial
15 demarcation point for what CenturyLink characterizes as a non-standard
16 interconnection arrangements. The Parties appear to have agreed to language in the
17 definition of “Point of Interconnection” that reflects that the POI is “the physical point
18 that establishes the technical interface, the test point and the operational hand-off
19 between CLEC and CenturyLink for local interconnection of their networks,” they
20 disagree as to whether the POI also establishes the financial point of demarcation for
21 what CenturyLink says is a non-standard interconnection arrangement. CenturyLink
22 proposes the following additional language:

⁴⁰ CenturyLink Ex. WRE-1, Issue 11.

1 For POIs not established through the Bona Fide Request
2 process in Section 59, each POI also establishes the
3 demarcation point to delineate each Party's financial
4 obligations.
5

6 Mr. Easton testifies that the "CenturyLink EQ language allows for the
7 possibility that alternative financial arrangements may apply when a non-standard
8 interconnection arrangement is requested."⁴¹

9 HTI's position is that "[CenturyLink's] reference to POIs not established
10 through the BFR process as limiting [CenturyLink's] financial responsibility is
11 inconsistent with the FCC's rules. HTI states that "Whether the POI was established
12 pursuant to a BFR process is irrelevant to the issue of financial responsibility".⁴²

13 HTI proposes to add to the agreed upon language:

14 Each POI also establishes the demarcation point to
15 delineate each Party's financial obligations.
16

17 **Q. Do you have any comments about the agreed upon portion of the language?**

18 **A** Yes. Regardless of the parties' positions with respect to the point at which financial
19 responsibility is defined, I note that the language proposed by CenturyLink uses the
20 term "POI" to have different meanings in the agreement. The point of physical
21 interconnection and the point of financial responsibility are both being referred to by
22 CenturyLink as a "POI".

⁴¹ CenturyLink Ex__at 50:19-21(Easton Direct).

⁴² HTI Ex.__at 12:3-9 (Burns Direct)16:7-15 Issue 11.

1 **Q. What is your recommendation as to the Definition of the Term Point of**
2 **Interconnection and POI?**

3 A. The usage of the defined term Point of Interconnection (which includes in its
4 definition the term “POI”) to mean or infer different concepts in different sections in
5 the agreement is at best confusing. I recommend that the Parties use the terms
6 “POI” and Point of Interconnection to denote the physical point of interconnection at
7 which two networks are linked for the mutual exchange of traffic. This is consistent
8 with FCC rules and orders,⁴³ and common usage.

9
10 **Q. Please describe Issues 26 through 30, and 34.**

11 A. These issues deal with the use of the term “POI” and relate to circumstances in
12 which HTI would be required to establish a trunk group. Issue 26 is related to
13 CenturyLink’s proposed requirement that HTI be required to establish a “POI”
14 (denoting financial responsibility) at each tandem switch where it wishes to exchange
15 Non-Access telecommunications with CenturyLink. CenturyLink proposes using the
16 term “POI,” while HTI proposes using “Local Interconnection Trunk Group.”

17 Issues 26 through 30, and 34 relate to the use of the word “POI” to denote
18 financial responsibility when HTI must establish additional trunking, due to traffic
19 volumes, for example.

⁴³ While FCC rules do not define “Point of Interconnection” or “POI,” specifically, 47 C.F.R . 51.5 defines “interconnection” as the “linking of two networks for the mutual exchange of traffic.” The rule specifies that the term “interconnection” does not include the transport and termination of traffic.

1 **Q. Please describe the positions of the parties.**

2 A. CenturyLink states that “Establishing a ‘POI’ requires that the CLEC lease or provide
3 facilities to that point on [CenturyLink’s] switch network⁴⁴. CenturyLink states that
4 establishment of a ‘POI’” creates a financial demarcation point for the facilities.
5 “POI,” as used in the [CenturyLink] proposed agreement, is not a physical point of
6 interface between the networks. ⁴⁵

7 Mr. Easton testified that, “...CenturyLink EQ opposes Hutchinson’s
8 replacement of the term “POI” with “Local Interconnection Trunk Group” because the
9 terms are not interchangeable,” and that “Hutchinson’s proposed language
10 establishing a trunk group, rather than a POI, is another means of shifting the
11 financial responsibilities to CenturyLink EQ for the interconnection facilities provided
12 to Hutchinson by CenturyLink EQ.”⁴⁶

13 HTI states that it “has no objection to establishing additional trunking, to the
14 extent traffic volumes warrant it, but such trunking is not the equivalent of a Point of
15 Interconnection as that term has been used by the FCC and as it is defined in the
16 ICA.”⁴⁷ HTI also states that “[CenturyLink’s] use of the term POI is not consistent with
17 the recognized understanding of that term.”⁴⁸

⁴⁴ CenturyLink Ex.__WRE-1 at Issue 26(Easton Direct).

⁴⁵ CenturyLink Ex.__WRE-1 at Issue 26 (Easton Direct).

⁴⁶ CenturyLink Ex__at 34:2-7(Easton Direct).

⁴⁷ HTI Ex__at 12:44 I note that although the HTI Petition states that the parties have agreed upon the definition of Point of Interconnection, the Unresolved Issues Matrix and testimony indicate otherwise.

⁴⁸ CenturyLink Ex__WRE-1 at Issue 26.

1 **Q. What is your recommendation as to the use of the term “POI” with respect to Issues**
2 **26 through 33?**

3 A. Again, it is my view that defining the term POI to mean or infer different concepts in
4 different sections in the agreement is at best confusing. The use of the term POI
5 throughout the ICA should be, at minimum, consistent. I recommend using the term
6 “Local Interconnection Trunk Group” for issues 26 through 30, and 34.

7
8 **V. OTHER ICA - RELATED ISSUES**

9 **Q. Mr. Easton refers to the Charter Fiberlink - Qwest arbitration in his testimony and Mr.**
10 **Burns provides an example of an arbitration involving transit charges that the**
11 **Commission considered. What is the significance of these commission decisions?**

12 A. Mr. Easton states that “[i]n a 2009 arbitration between Charter Fiberlink and Qwest,
13 this Commission ruled in favor of Qwest on this same type of transport dispute even
14 though, as in this case, the parties had agreed to a Bill and Keep methodology of
15 intercarrier compensation for exchanging traffic.”⁴⁹

16 Mr. Easton goes on to testify that “CenturyLink EQ believes that this precedent
17 holds true under the current FCC rules and requires Hutchinson to assume a
18 reasonable share of the transport costs caused by its choice of interconnection
19 arrangement.”⁵⁰

20 The Department is still reviewing the details of the Charter Fiberlink/Qwest
21 arbitration (the Charter/Qwest case) and the dispute in this proceeding to determine
22 whether the comparison is valid, or whether differences in the situations or in

⁴⁹ CenturyLink Ex__6:12-16 (Easton Direct).

⁵⁰ CenturyLink Ex__6:16-18 (Easton Direct).

1 applicable law (such as issuance of the CAF-ICC Order, for example) have an impact
2 on the comparison. Mr. Easton said the comparison is based “on this same type of
3 transport dispute” which suggests that the dispute generally concerns payment for
4 transport.

5 While there may be similarities, the facts presented in this case differ from the
6 facts considered in the Charter/Qwest case. I do not believe that the Commission’s
7 decision in the Charter/Qwest case compels the same analysis or decision here,
8 unless CenturyLink is able to make a more compelling demonstration as to why the
9 cases are comparable.

10
11 **Q. Please describe the parties’ proposal and positions regarding “Mid-Span Fiber Meet”**
12 **and the Meet Point Dispute outlined in Issue numbers 7-8 and 39-42.**

13 A. Issues 7 and 8 involve disputes regarding the definition of “Meet Point
14 Interconnection Arrangement” (Issue 7) and “Mid-Span Fiber Meet (Issue 8),” but are
15 related so I will discuss them together.

16 HTI proposes the definition for “Meet Point Interconnection Arrangement” to
17 mean an arrangement in which “each telecommunications carrier builds and
18 maintains its network to a Meet Point (47 C.F.R. § 51.5)”⁵¹

19 HTI’s position is that the definition is quoted from 47 C.F.R. § 51.5, and that
20 the “HTI definition accurately depicts [the] scope of ILEC obligation.”⁵²

21 CenturyLink rejects this proposed definition. CenturyLink’s witness Mr. Easton
22 said,

⁵¹ HTI Petition, page 11, para 39.

⁵² CenturyLink Ex. ___WRE-1 at Issue 7(Easton Direct)(HTI’s position statement)

1 Meet Point Interconnection Arrangement” is not a term
2 which is used anywhere in CenturyLink EQ’s proposed
3 agreement language. The CenturyLink EQ agreement
4 language contains the term “Mid Span Fiber Meet,”
5 which is the subject of the issue 8 dispute. “Mid Span
6 Fiber Meet” is the specific method that CenturyLink EQ
7 uses to provide a network connection at a “Meet Point.”
8 For this reason, CenturyLink EQ believes the more
9 specific reference to “Mid Span Fiber Meet” clarifies the
10 standard option CenturyLink EQ has developed for all
11 CLECs, is appropriate and minimizes future disputes,
12 making [Hutchinson’s] proposed definition for Meet
13 Point Interconnection Arrangement unnecessary.⁵³
14

15 Regarding the definition of “Mid-Span Fiber Meet” (Issue number 8), CenturyLink
16 proposes:

17 An Interconnection architecture whereby two carriers’
18 fiber transmission facilities meet at a mutually agreed
19 upon point for the mutual exchange of traffic, subject to
20 the trunking requirements and other terms and
21 provisions of this Agreement. The “point” of
22 Interconnection, for purposes of §§251(c)(2) and
23 251(c)(3), remains on CenturyLink’s network and is
24 limited to the Interconnection of facilities between the
25 CenturyLink Serving Wire Center and the location of the
26 CLEC switch or other equipment located within the area
27 served by the CenturyLink Serving Wire Center.
28

29 HTI proposes the following definition of “Mid-Span Fiber Meet”:

30 A form of Meet Point Interconnection Arrangement,
31 which uses fiber optic transmission facilities to
32 interconnect carriers’ networks. An Interconnection
33 architecture whereby two carriers’ fiber transmission
34 facilities meet at a mutually agreed upon point for the
35 mutual exchange of traffic, subject to the trunking
36 requirements and other terms and provisions of this
37 Agreement. The “point” of Interconnection, for purposes
38 of §§251(c)(2) and 251(c)(3), remains on CenturyLink’s
39 network ~~and is limited to the Interconnection of facilities~~
40 ~~between the CenturyLink Serving Wire Center and the~~
41 ~~location of the CLEC switch or other equipment located~~

⁵³ CenturyLink Ex. __ at 14: 6-13. (Easton Direct).

1 ~~within the area served by the CenturyLink Serving Wire~~
2 ~~Center.~~
3

4 **Q. Do you have a recommendation on these definitions?**

5 A. Yes, in part. Regarding the definition of “Meet Point Interconnection Arrangement,”
6 CenturyLink does not dispute that 47 C.F.R. 51.5 defines “Meet Point
7 Interconnection Arrangement” as proposed by HTI. There appears to be no harm to
8 CenturyLink by including the definition as the FCC identified “Meet Point
9 Interconnection Arrangement” as a method of interconnection the ILEC must
10 provide.⁵⁴

11 Regarding HTI’s proposed addition of the first sentence in the definition of
12 “Mid-Span Fiber Meet” CenturyLink does not dispute that “Mid-Span Fiber Meet” is a
13 form of “Meet Point Interconnection Arrangement”, and I support including the
14 sentence.

15 I have no recommendation at this time with respect to HTI’s deletion of the
16 final sentence in the above paragraph.

17
18 **Q. Does that conclude your testimony?**

19 A. Yes, it does.

⁵⁴ Local Competition Order, ¶ 553.

EXHIBIT KAD-1



Jason D. Topp
Senior Corporate Counsel - Regulatory
(651) 312-5364

May 27, 2014

Mr. Gregory Merz
Gray, Plant, Mooty, Mooty & Bennett, P.A.
80 South Eighth Street, Suite 500
Minneapolis, MN 55402

**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 Mr. Merz:

Enclosed are Embarq Minnesota, Inc. dba CenturyLink EQ's Supplemental Responses to HTI's First Set of Information Requests regarding the above-referenced matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp", written over the typed name.

Jason D. Topp

JDT/bardm

Enclosure

cc: Alexius M. Hofschulte

**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger	Chair
David Boyd	Commissioner
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Betsy Wergin	Commissioner

**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**

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Dianne Barthel, being first duly sworn, deposes and says:

That on the 27th day of May, 2014, in the City of Minneapolis, State of Minnesota, she served the annexed filing of Embarq Minnesota, Inc. dba CenturyLink EQ on the parties identified on the filing letter, by either delivery in person, facsimile or electronic mail followed by mailing to them a copy thereof, enclosed in an envelope, postage prepaid, and by depositing same in the post office in Minneapolis, Minnesota, directed to said addressees at their last known addresses.

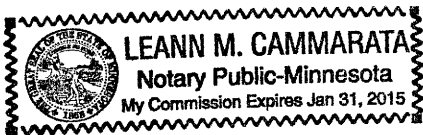
Dianne Barthel
Dianne Barthel

Subscribed and sworn to before me
this 27th day of May, 2014.

Leann M. Cammarata

Notary Public

My Commission Expires Jan 31, 2015



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF MINNESOTA**

Beverly Jones Heydinger	Chair
David C. Boyd	Commissioner
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Betsy Wergin	Commissioner

In the Matter of the Petition of Hutchinson Telecommunications, Inc. for Arbitration with Embarq Minnesota, Inc., Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act	MPUC Docket No. P-421,5561,430/IC-14-189 OAH Docket No. 48-2500-31383
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**EMBARQ MINNESOTA INC. D/B/A CENTURYLINK EQ'S
SUPPLEMENTAL RESPONSES TO HTI'S FIRST SET OF INFORMATION
REQUESTS**

Embarq Minnesota Inc. d/b/a CenturyLink EQ (CenturyLink EQ), for its supplemental response to HTI's First Set of Information Requests, states as follows:

GENERAL OBJECTIONS

CenturyLink EQ incorporates the following objections into each of its specific objections below.

1. CenturyLink EQ objects generally to each interrogatory to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, common interest doctrine, joint defense privilege, CPNI rules and regulations, or any other applicable privilege or right.

2. CenturyLink EQ objects generally to each interrogatory to the extent it is overbroad or seeks information not relevant to the subject matter of this action or reasonably

calculated to lead to the discovery of admissible evidence, and to the extent that the requests are vague and ambiguous or unduly burdensome.

3. CenturyLink EQ objects generally to each interrogatory insofar as it purports to require CenturyLink EQ to inquire of all of its current and former employees, agents and representatives to determine whether information responsive to the interrogatory exists on the grounds that such an inquiry would be unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. CenturyLink EQ will therefore limit its inquiry to the appropriate employees currently employed by CenturyLink EQ that have or have had responsibility for matters to which the interrogatory relates.

4. CenturyLink EQ objects generally to each interrogatory to the extent that the information requested is known to HTI or its counsel, or to the extent they require the production of information, documents, writings, records or publications in the public domain, or to the extent the information requested is equally available to HTI or which is available to HTI from sources other than CenturyLink EQ.

5. CenturyLink EQ objects generally to each interrogatory insofar as it seeks materials and/or information governed by a court order, protective order, or legal prohibition against disclosure in another matter. HTI may have to obtain permission from that separate court before obtaining information or production here.

6. CenturyLink EQ objects generally to the requests for lack of a defined time period, which makes the requests overly broad, irrelevant, and unduly burdensome to the extent they seek information from time periods not relevant to this arbitration.

CENTURYLINK EQ'S RESPONSES

INFORMATION REQUEST NO. 1:

Please provide a copy of your response to any information requests propounded by any other party in this proceeding.

RESPONSE:

CenturyLink EQ will produce a copy of its responses at the same time it produces responses to the requesting party.

INFORMATION REQUEST NO. 2:

Provide all cost support for the rates reflected on Table One, attached to CenturyLink's proposed interconnection agreement (see Response of Embarq Minnesota, Inc. d/b/a CenturyLink EQ to Petition for Arbitration, Ex. B).

RESPONSE:

CenturyLink EQ objects to this request as overly broad, unduly burdensome and vague with respect to the term "all cost support." CenturyLink EQ is producing copies of its cost studies supporting the rates identified in this request (see Trade Secret Exhibit 1-2). Work papers exist with respect to many, if not all, cost studies but are not included with this production. CenturyLink EQ will make specific work papers available to the extent they are needed by HTI to evaluate specific assumptions associated with any rate.

CenturyLink EQ reserves the right to rely on additional information as support for its costs, as needed, for hearing.

INFORMATION REQUEST NO. 3:

Do you admit that the document attached to these requests as Exhibit A is a true and correct copy of the interconnection agreement that is currently in effect between HTI and CenturyLink EQ? If your response is anything other than an unqualified admission, please: 1) state each fact you rely on in support of your response: 2) produce each document that evidences, refers, or relates to each such fact.

RESPONSE:

CenturyLink EQ admits Exhibit A is the correct “Traffic Exchange Agreement for the state of Minnesota.”

INFORMATION REQUEST NO. 4:

Do you admit that the current interconnection agreement between HTI and Embarq provides for reciprocal compensation on a “bill and keep” basis? If not please: a) state each fact that CenturyLink relies on in support of its response; b) produce a copy of each document that evidences, refers, or relates to each such fact.

RESPONSE:

CenturyLink EQ objects to this request as vague with respect to the term “reciprocal compensation” and “bill and keep.” It further asks for a legal conclusion, and the terms of the agreement speak for itself.

SUPPLEMENTAL RESPONSE:

CenturyLink EQ admits that the current traffic exchange agreement does not contain any provisions for compensation between the companies and therefore would be properly characterized as “bill and keep” as that term has been defined by HTI.

INFORMATION REQUEST NO. 5:

Does CenturyLink EQ intend to deliver Toll VOIP-PSTN Traffic originated by CenturyLink EQ’s end user customers to HTI pursuant to the interconnection agreement? If so, please describe in detail how CenturyLink intends for that traffic to be quantified and billed.

RESPONSE:

CenturyLink EQ has no immediate plans to deliver Toll VOIP-PSTN Traffic originated by CenturyLink EQ’s end user customers to HTI, but may do so at some point in the future. CenturyLink EQ does offer services to VoIP Providers, and also offers Transit Service to other providers that serve VoIP Providers. Thus, it is likely that IP-originated traffic will be sent via

CenturyLink EQ's network for delivery to HTI. The language in 43.1.2.b addresses how that exchange of traffic will take place and how the traffic will be quantified and billed.

INFORMATION REQUEST NO. 6:

Please state whether CenturyLink EQ has interconnected with another carrier, including any CenturyLink EQ affiliate, at:

- a. a CenturyLink EQ hand hole;
- b. a CenturyLink EQ man hole;
- c. a CenturyLink EQ controlled environment vault;
- d. a CenturyLink EQ central office;
- e. a third party locations, such as a carrier hotel where CenturyLink EQ has established facilities for the purpose of interconnecting with other carriers.

RESPONSE:

a.-c. Other than industry available sources such as the Local Exchange Routing Guide, CenturyLink EQ does not aggregate location information where CenturyLink EQ has interconnected with a third-party carrier or maintain such a listing. CenturyLink EQ may connect its network with another network at any one of these locations. However, the location is not the exclusive consideration for connecting two networks or for establishing the Point of Interconnection. See response to No. 9.

d. Yes, CenturyLink EQ offers connections within its central office using collocation.

e. CenturyLink EQ may connect its network with another network at a third-party location. However, the location is not the exclusive consideration for connecting two networks nor for establishing the Point of Interconnection. See Response to No. 9.

INFORMATION REQUEST NO. 7:

Do you admit that CenturyLink EQ performs cross-connects for itself at each of the following locations:

- a. CenturyLink EQ hand holes;

- b. CenturyLink EQ man holes;
- c. CenturyLink EQ controlled environment vaults;
- d. CenturyLink EQ central offices;
- e. Third party locations, such as carrier hotels where CenturyLink EQ has established facilities for the purpose of interconnecting with other carriers.

To the extent your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

a. No. It is not CenturyLink EQ's standard process to install cross-connect equipment in hand holes but does in a central office environment as described in GR-1502 Central Office/Network Environment Detail Engineering Generic Requirements.

b. No. It is not CenturyLink EQ's standard process to install cross-connect equipment in man holes but does in a central office environment as described in GR-1502 Central Office/Network Environment Detail Engineering Generic Requirements.

c. Yes.

d. Yes.

e. Yes. Excluding the interconnection with other carriers, CenturyLink EQ may use cross-connect equipment to cross-connect network elements with itself where the environment allows for such equipment.

SUPPLEMENTAL RESPONSE:

a. No. Due to the environmental conditions of a hand hole, it is not CenturyLink EQ's standard process to install cross-connect equipment in hand holes, and CenturyLink is unaware of installation of cross connect equipment that is not consistent with its process.

b. No. Due to the environmental conditions of a man hole, it is not CenturyLink EQ's standard process to install cross-connect equipment in man holes, and

CenturyLink is unaware of installation of cross-connect equipment that is not consistent with its process.

- c. Yes.
- d. Yes.
- e. Yes. Excluding the interconnection with other carriers, CenturyLink EQ may use cross-connect equipment to cross-connect network elements with itself where the environment allows for such equipment.

INFORMATION REQUEST NO. 8:

Do you admit that it is technically feasible for CenturyLink EQ to interconnect with another carrier at the following locations:

- a. CenturyLink EQ hand holes;
- b. CenturyLink EQ man holes;
- c. CenturyLink EQ controlled environment vaults;
- d. CenturyLink EQ central offices;
- e. Third party locations, such as carrier hotels where CenturyLink EQ has established facilities for the purpose of interconnecting with other carriers.

To the extent your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

a., b., c., and e: The question does not provide sufficient information to determine technical feasibility. Technical feasibility is ultimately determined on a case by case basis and without detailed information, such as the exact location and how the interconnection is to be established, CenturyLink EQ cannot respond affirmatively or negatively. Additionally, technical feasibility does not determine or limit the cost of interconnection. Finally, the location is not the exclusive consideration for connecting two networks or for establishing the Point of Interconnection. See response to No. 9.

d. Yes. However, the location is not the exclusive consideration for connecting two networks or for establishing the Point of Interconnection. See response to No. 9.

INFORMATION REQUEST NO. 9:

Please describe how CenturyLink EQ makes information available to CLECs regarding the locations where CenturyLink EQ has interconnected with a third party carrier.

RESPONSE:

CenturyLink EQ responds to requests for interconnection on a case by case basis and responses are not exclusively dependent upon the locations where CenturyLink EQ has previously interconnected with a third-party carrier. Other than industry available sources such as the Local Exchange Routing Guide, CenturyLink EQ does not generally aggregate location information where CenturyLink EQ has interconnected with a third-party carrier or maintain such a listing. CenturyLink EQ does not have an established process to notify other CLECs of non-standard POI locations established with other CLECs.

INFORMATION REQUEST NO. 10:

Please identify all sources of information available to CLECs regarding the locations where CenturyLink EQ has interconnected with a third party carrier and describe in detail the information available through that source.

RESPONSE:

See response to No. 9.

INFORMATION REQUEST NO. 11:

Please provide copies of all documents provided or made available by CenturyLink EQ to CLECs regarding CenturyLink EQ's "standard methods for establishing a Point of Interconnection ('POI')" as discussed in your response to HTI's arbitration petition (see Response of Embarq Minnesota, Inc. d/b/a CenturyLink EQ to Petition for Arbitration, p. 5).

RESPONSE:

CenturyLink EQ's standard methods for establishing a Point of Interconnection ('POI') are described in Section 39 of the parties' proposed interconnection agreement. Additional information can be found on the CenturyLink EQ wholesale website:

http://www.centurylink.com/wholesale/downloads/2013/130725/CLEC_Interconnection_ASR_Template.pdf

INFORMATION REQUEST NO. 12:

Please provide copies of all internal CenturyLink EQ documents regarding CenturyLink EQ's "standard methods for establishing a Point of Interconnection ('POI')" as discussed in your response to HTI's arbitration petition (see Response of Embarq Minnesota, Inc. d/b/a CenturyLink EQ to Petition for Arbitration, p. 5).

RESPONSE:

CenturyLink EQ objects to this request as overly broad, unduly burdensome and vague with respect to its scope. Notwithstanding and without waiving these objections, see response to No. 11.

INFORMATION REQUEST NO. 13:

Explain the purpose or purposes of the virtual collocation described in Exhibit C to your response to HTI's arbitration petition.

RESPONSE:

The purpose of the virtual collocation, as described in Exhibit C, is to facilitate interconnection and network reliability through electrical protection, testable access and facility administration between the facilities of two connected networks pursuant to standard engineering and industry practices and described in Telcordia GR-1502 Central Office/Network Environment Detail Engineering Generic Requirements. Testable access allows for each network provider's ability to isolate network trouble so that each party may either address trouble on its network or exclude its network from the cause of trouble.

INFORMATION REQUEST NO. 14:

Please provide copies of all internal CenturyLink EQ documents regarding CenturyLink EQ's BFR process.

RESPONSE:

CenturyLink objects to this request as overly broad, unduly burdensome and vague with respect to its scope. Notwithstanding and without waiving these objections, see Trade Secret Exhibit 1-14 related to the BFR process produced in response to this request. Some customer identifying information has been redacted from the document entitled ICB & BFR Processes.

INFORMATION REQUEST NO. 15:

Please provide copies of all documents, including but not limited to all internal CenturyLink EQ correspondence, that relate to the development of the document attached as Exhibit C to your response to HTI's arbitration petition.

RESPONSE:

CenturyLink EQ objects to this request as seeking attorney-client privileged information, attorney work product and as not reasonably calculated to lead to the discovery of admissible evidence.

SUPPLEMENTAL RESPONSE:

CenturyLink will review the documents withheld and will either confirm no non-privileged documents exist or produce any non-privileged documents on or before Friday, May 30.

INFORMATION REQUEST NO. 16:

Provide all cost support for the rates reflected on Exhibit C to your response to HTI's arbitration petition.

RESPONSE:

CenturyLink EQ objects to this request as overly broad, unduly burdensome and vague with respect to the term “all cost support.” CenturyLink EQ is producing copies of its cost studies supporting the rates identified in this request (see Trade Secret Exhibit 1-16). Work papers exist with respect to many, if not all, cost studies but are not included with this production. CenturyLink EQ will make specific work papers available to the extent they are needed by HTI to evaluate specific assumptions associated with any rate.

CenturyLink EQ reserves the right to rely on additional information as support for its costs, as needed, for hearing.

INFORMATION REQUEST NO. 17:

Does CenturyLink EQ interconnect with CenturyLink QC at a meet point located between CenturyLink QC’s St. Cloud central office and CenturyLink EQ’s Alexandria central office? If so, please: a) state when the interconnection was established; b) state the specific location of the Point of Interconnection; c) state the distance from the Point of Interconnection to the Alexandria central office; d) state the distance from the Point of Interconnection to the St. Cloud central office; e) describe the reciprocal compensation terms currently in effect related to the exchange of traffic via the interconnection; f) provide copies of all documents that evidence, refer, or relate to any reciprocal compensation terms in effect related to the exchange of traffic via the interconnection.

RESPONSE:

CenturyLink EQ objects to this request because the method by which CenturyLink EQ and CenturyLink QC interconnect is not relevant to this proceeding and, therefore, this request is not reasonably calculated to lead to admissible evidence. Notwithstanding and without waiving this objection:

As Trade Secret Exhibit 1-17 that was used during negotiations shows, there is currently a connection for between HTI and CenturyLink EQ using a special access circuit.

- a) CenturyLink EQ does not have records that provide when this interconnection was established.

- b) The Point of Interconnection is listed in Appendix 2 of the current Traffic Exchange Agreement between HTI and CenturyLink EQ.
- c) The distance from the connection at the St. Cloud access tandem to the Alexandria host switch would be calculated using the V&H coordinates and that calculation is done using a public website.
- d) See response to c) above.
- e) The reciprocal compensation terms are outlined in Section 36 (Intercarrier Compensation) section of the current Traffic Exchange Agreement between HTI and CenturyLink EQ.
- f) See response to e) above.

SUPPLEMENTAL RESPONSE:

As the CenturyLink EQ Alexandria central office subtends the CenturyLink QC tandem switch, there are common facilities between the two offices, which were used to provision a special access circuit that CenturyLink EQ references in its response. This special access circuit provides a portion of the interconnection arrangement between Hutchinson and CenturyLink EQ. CenturyLink EQ's responses to a) – f) appropriately discuss that interconnection arrangement between Hutchinson and CenturyLink EQ. However, to respond to Hutchinson's request for specific information in e) – f) concerning the ILEC-ILEC connection between CenturyLink EQ and CenturyLink QC:

- e) There is no interconnection agreement for this ILEC to ILEC meet point arrangement and no "reciprocal compensation terms currently in effect."
- f) See response to e) above.

INFORMATION REQUEST NO. 18:

Do you admit that HTI is currently interconnected with the CenturyLink EQ network at the CenturyLink QC central office in St. Cloud? To the extent your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

See response to No. 17 above.

INFORMATION REQUEST NO. 19:

Do you admit that CenturyLink EQ does not charge HTI for an entrance facility in connection with the parties' current interconnection arrangement? To the extend your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

The current Traffic Exchange Agreement between HTI and CenturyLink EQ does not contain language or rates for entrance facility.

INFORMATION REQUEST NO. 20:

Do you admit that CenturyLink EQ does not charge HTI for direct trunked transport in connection with the parties' current interconnection arrangement? To the extend your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

There is not language or rates for direct trunked transport in the current Traffic Exchange Agreement between HTI and CenturyLink EQ.

INFORMATION REQUEST NO. 21:

Do you admit that, under the parties' current interconnection agreement, the rate charged by CenturyLink EQ for transport between the point of interconnection at the CenturyLink QC central office in St. Cloud and the CenturyLink EQ central office in Alexandria is \$0.00? To the extend your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

The terms and conditions for transport are outlined in the current Traffic Exchange Agreement between HTI and CenturyLink EQ.

SUPPLEMENTAL RESPONSE:

CenturyLink EQ admits that the current Traffic Exchange Agreement does not contain charges for transport.

INFORMATION REQUEST NO. 22:

Are you proposing to re-rate your charge to HTI for transport between the point of interconnection at the CenturyLink QC central office in St. Cloud and the CenturyLink EQ central office in Alexandria? If so, what rate do you propose to charge? Provide copies of all documents that you contend support the proposed rate.

RESPONSE:

This transport would be considered Third-Party ILEC Meet Point Using Leased Facilities under the proposed interconnection agreement and the terms and conditions in the agreement would apply.

SUPPLEMENTAL RESPONSE:

Under the terms CenturyLink EQ is proposing, HTI would lease the jointly provided access facility from CenturyLink QC and CenturyLink EQ and pay the appropriate portion of the applicable access tariffed transport rates to each company for the facility. CenturyLink EQ's tariffed switched access rates are listed in Section 6 of its access tariffs and would be the basis for the portion HTI would pay to CenturyLink EQ. Today, CenturyLink EQ is solely responsible for paying such charges to CenturyLink QC.

INFORMATION REQUEST NO. 23:

Do you admit that CenturyLink EQ does not charge HTI for direct trunked transport in connection with the parties' current interconnection arrangement? To the extent your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

CenturyLink EQ objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving this objection, see response to No. 20 above.

INFORMATION REQUEST NO. 24:

Do you admit that it is technically feasible for HTI to interconnect with CenturyLink EQ via a meet point interconnection arrangement at the Glencoe central office? To the extent your response is anything other than an unqualified admission: a) state each fact that you rely on in support of your response; b) produce a copy of each document that evidences, refers, or related to each such fact.

RESPONSE:

CenturyLink EQ's standard offering for a meet point pursuant to its traffic exchange agreement is a Mid-span Fiber Meet Point. Fundamental to its standard, a Mid-span Fiber Meet Point occurs between the serving/host central office and the CLEC location within the serving/host exchange. Thus, by definition, a Mid-span Fiber Meet Point cannot occur in a remote central office such as Glencoe. However, CenturyLink EQ has offered an alternative technically feasible method to connect within the Glencoe Central Office for purposes of facilitating interconnection with the serving host switch pursuant to CenturyLink EQ offer in attachment 1, Issue 77.

SUPPLEMENTAL RESPONSE:

It is technically feasible for Hutchinson to interconnect with CenturyLink EQ at the Glencoe central office. Through its BFR process, CenturyLink EQ has offered a technically feasible arrangement that would allow Hutchinson to connect with the Osseo Host and Tandem Switches through a virtual collocation located at the Glencoe remote. The term "meet point arrangement," is in dispute between the parties, due to legal interpretations of the requirements

by the FCC. The arrangement Hutchinson is proposing for interconnection at Glencoe would not be considered a meet point, as it is not consistent with how the FCC described meet point arrangements in its First Report and Order. This is because it is not at a mutually agreeable location where each party bears a reasonable portion of the cost of interconnection.

INFORMATION REQUEST NO. 25:

Provide copies of all internal CenturyLink correspondence regarding HTI's request to interconnect at the Glencoe central office.

RESPONSE:

CenturyLink EQ objects to this request as seeking attorney-client privileged information, attorney work product and as not reasonably calculated to lead to the discovery of admissible evidence.

SUPPLEMENTAL RESPONSE:

CenturyLink will review the documents withheld and will either confirm no non-privileged documents exist or produce any non-privileged documents on or before Friday, May 30.

INFORMATION REQUEST NO. 26:

Describe all facilities owned, leased, or controlled by CenturyLink EQ or one of its affiliates at the 511 Building and with respect to each, 1) state whether the facilities are owned, leased, or controlled; 2) identify the entity that owns, leases, or controls the facilities.

RESPONSE:

CenturyLink EQ objects to this request as vague with respect to the term 511 building although in conversation, HTI has described the building as the Minnesota Technology Building. CenturyLink EQ further objects to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Finally, this building is

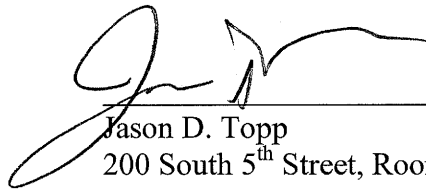
not in CenturyLink EQ's serving territory and therefore is irrelevant to any interconnection request HTI might make under this interconnection agreement.

SUPPLEMENTAL RESPONSE:

CenturyLink EQ maintains its objection and further clarifies that the 511 building is not a part of the CenturyLink EQ network and therefore not an appropriate point of interconnection pursuant to 47 U.S.C. §251(c)(2)(B), which provides for interconnection "at any technically feasible point within the carrier's network." CenturyLink EQ has no network facilities at the 511 building. Affiliate facilities are irrelevant under this standard.

Dated this 27th day of May, 2014.

EMBARQ MINNESOTA, INC. D/B/A
CENTURYLINK EQ



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