

**BEFORE THE MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS
600 North Robert Street
St. Paul, Minnesota 55101**

**FOR THE MINNESOTA PUBLIC UTILITIES COMMISSION
121 Seventh Place East, Suite 350
St. Paul, Minnesota 55101-2147**

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

In the Matter of the Petition of Hutchinson)	
Telecommunications, Inc. for Arbitration)	PUC Docket No. P-421, 5561, 430/IC-14-189
with Embarq Minnesota, Inc., Pursuant to)	
47 U.S.C. Section 252 of the Federal)	OAH Docket No. 48-2500-31383
Telecommunications Act)	

CENTURYLINK EQ

DIRECT TESTIMONY OF WILLIAM R. EASTON

MAY 22, 2014

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is William R. Easton. I am a Wholesale Staff Director at CenturyLink Inc. (“CenturyLink”), the corporate parent of Embarq Minnesota Inc. dba CenturyLink EQ (“CenturyLink EQ”). My business address is 1600 7th Avenue, Seattle, Washington.

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR EDUCATIONAL BACKGROUND AND TELEPHONE COMPANY EXPERIENCE.

A. I graduated from Stanford University in 1975, earning a Bachelor of Arts degree. In 1980, I received a Masters of Business Administration from the University of Washington. In addition, I am a Certified Management Accountant.

I began working for Pacific Northwest Bell in 1980, and have held a series of jobs in financial management with U S WEST, Qwest and now with CenturyLink, including staff positions in the Treasury and Network organizations. From 1996 through 1998, I was Director – Capital Recovery. In this role I negotiated depreciation rates with state commission and FCC staffs and testified in various regulatory proceedings. From 1998 until 2001, I was a Director of Wholesale Finance, responsible for the management of Wholesale revenue streams from a

1 financial perspective. In this capacity I worked closely with the Product
2 Management organization on their product offerings and projections of revenue. In
3 October of 2001, I moved from Wholesale Finance to the Wholesale Support group,
4 where I am currently responsible for advocacy related to Wholesale products and
5 services. In this role I work extensively with the Product Management, Network
6 and Costing organizations.

7
8 **II. PURPOSE OF TESTIMONY**

9
10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A. The purpose of my testimony is to explain CenturyLink EQ's positions, and the
12 facts and policies underlying those positions related to the issues the parties were
13 unable to resolve in their interconnection agreement negotiations. My testimony
14 will show that the CenturyLink EQ position on these issues strikes a commercially
15 reasonable and appropriate balance between meeting the needs and concerns of both
16 Hutchinson Telecommunications, Inc. ("Hutchinson") and CenturyLink EQ.

17
18 **Q. HOW IS YOUR TESTIMONY ORGANIZED?**

19 A. The testimony is organized by disputed issue number, grouped by the section of the
20 agreement in which the disputed language appears. The parties have continued to
21 negotiate since the Petition for Arbitration was filed on March 3, 2014 and have
22 since settled several issues. The testimony will indicate which issues have been
23 settled.

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Q. HAS CENTURYLINK EQ PREPARED UPDATED VERSIONS OF THE UNRESOLVED ISSUES MATRIX AND PROPOSED INTERCONNECTION AGREEMENT WHICH REFLECT THE PARTIES' MOST CURRENT POSITIONS?

A. Yes. Attached, as Exhibit WRE-1, is a matrix which summarizes the disputed issues in this arbitration. Attached, as Exhibit WRE-2, is a copy of the proposed interconnection agreement.

Q. WILL CENTURYLINK EQ BE PRESENTING ANY OTHER WITNESSES?

A. Yes. Mr. Dan Gordon will be providing testimony which introduces the cost studies which support CenturyLink EQ's rates.

Q. PLEASE PROVIDE AN OVERVIEW OF YOUR TESTIMONY.

A. While there is a wide array of issues in this arbitration, many of the issues fall into one of the following three major areas of dispute:

- 1) Location of the Point of Interconnection ("POI")
- 2) Compensation related to non-standard interconnection arrangements
- 3) Traffic allowed over the interconnection trunks

Location of POI

One of the major areas of dispute between the parties is the location of the POI. Because the POI is the demarcation point for determining the parties' financial

1 responsibilities, this issue impacts the degree to which each party is responsible for
2 the cost of interconnection. In simplest terms, CenturyLink EQ's proposed
3 language follows industry practice and regulatory precedent by establishing POIs at
4 the tandems or end offices where the parties will exchange traffic. Hutchinson
5 proposes language that would establish the POI in a manner that avoids financial
6 responsibility for Hutchinson by focusing exclusively on the point of physical
7 connection of the networks.

8
9 As I discuss further below, through its proposed language for several of the
10 disputed issues, Hutchinson attempts to equate the POI to the point at which the two
11 networks physically connect. Equating these different points is inaccurate, as it
12 unfairly places the financial responsibility for the majority of transport required to
13 exchange traffic between the two networks on CenturyLink EQ. It is appropriate
14 and consistent both within industry practice and previous decisions by this and
15 other regulatory bodies that the POI (denoting financial responsibility) need not be
16 the same point as the actual location where the CLEC and ILEC networks meet.
17 The CenturyLink EQ proposed language calls for the establishment of POIs at each
18 tandem switch where Hutchinson wishes to exchange traffic or at CenturyLink EQ
19 end offices where traffic levels warrant it. This delineates the core sharing of the
20 costs of establishing interconnection with Hutchinson or any other requesting
21 CLEC. When the POI is at the tandem, CenturyLink EQ bears responsibility for all
22 the transport facilities it provides to connect the tandem offices to the subtending

1 offices or the host end office to the subtending remote offices. Hutchinson objects
2 to the CenturyLink EQ POI language and strikes all CenturyLink language referring
3 to the establishment of a POI. Hutchinson attempts to avoid its share of transport
4 costs by substituting the words “establish a trunk group” for “establish a POI.”

5
6 Because establishing a trunk group, in and of itself, does not establish a
7 demarcation for financial responsibility for the underlying transport facility,
8 Hutchinson’s proposed language has the effect of forcing the POI to be at the point
9 where the two networks physically meet, thus shifting nearly all of the transport
10 costs to CenturyLink EQ. By contrast, CenturyLink EQ’s language provides for the
11 ability of both Hutchinson and CenturyLink EQ to have the networks physically
12 meet at a technically feasible point and for the establishment of the POIs (denoting
13 financial responsibility) at the applicable switches on CenturyLink EQ’s network
14 and does so in such a manner as to ensure that each party pays its fair share of the
15 interconnection costs. The following issues are related to this area of dispute: 11,
16 25-32, 34, 38, 42 and 48.

17
18 **Compensation Related to Non-Standard Interconnection Arrangements**

19 The second major area of dispute is whether Hutchinson will be required to
20 properly share the transport costs in situations where Hutchinson requests a non-
21 standard method of interconnection. Through its Bona Fide Request (“BFR”)
22 process, CenturyLink EQ has offered an arrangement that will meet Hutchinson’s

1 needs, but requires Hutchinson to order and pay for a virtual collocation as well as
2 pay its fair share of the transport costs associated with the non-standard
3 arrangement in a remote central office. Hutchinson disagrees with what
4 CenturyLink EQ has identified as standard options for Interconnection, and
5 proposes a list of possible locations for POIs, some of which are not even on
6 CenturyLink EQ's network, without allowing any further terms and conditions
7 around this list. Hutchinson's proposed language, which does not acknowledge that
8 the requested interconnection at the Glencoe remote office is a non-standard
9 offering, requires CenturyLink EQ to incur the vast majority of the costs associated
10 with the transport network that both carriers will utilize for the exchange of traffic.
11 Under the Hutchinson proposed language, CenturyLink EQ would pay for 44 miles
12 of transport, while Hutchinson would pay for only 14. In a 2009 arbitration
13 between Charter Fiberlink and Qwest, this Commission ruled in favor of Qwest on
14 this same type of transport dispute even though, as in this case, the parties had
15 agreed to a Bill and Keep methodology of intercarrier compensation for exchanging
16 traffic.¹ CenturyLink EQ believes that this precedent holds true under current FCC
17 rules and requires Hutchinson to assume a reasonable share of the transport costs
18 caused by its choice of interconnection arrangement. The following issues are
19 related to this area of dispute: 11, 37, 39, 41, 44 and 68.

¹ *In the Matter of the Petition of Charter Fiberlink for Arbitration of an Interconnection Agreement with Qwest Pursuant to 47 USC §252 (b)*, Docket No. P-5535, 421/M-08-952, Order Resolving Interconnection Issues and Requiring Filed Interconnection Agreement, pp. 9-11 (July 10, 2009).

1 **Traffic Allowed Over the Interconnection Trunks**

2 The third major area of dispute involves the types of traffic that will be allowed
3 over the interconnection trunks. Hutchinson does not agree that Toll VoIP-PSTN
4 Traffic can be exchanged over the interconnection trunks. This position is contrary
5 to the FCC’s Connect America order which makes “clear providers’ ability to use
6 existing section 251c(2) interconnection arrangements to exchange VoIP-PSTN
7 traffic pursuant to compensation addressed in the providers’ interconnection
8 agreement...”² The following issues are related to this area of dispute: 13, 14, 18,
9 24 and 36.

10
11

III. DEFINITIONS

12 **Issue No. 1**

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14

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 1.

15

A. Issue No. 1 is the definition of “End-User.”

16
17

Q. WHAT DEFINITION IS CENTURYLINK EQ PROPOSING FOR “END-USER”?

18

19

A. CenturyLink EQ proposes the following definition:

20
21
22

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

² *In the Matter of Connect America Fund*, “Report and Order and Further Notice of Proposed Rulemaking,” FCC 11-161 (released November 18, 2011), at ¶ 933.

1 wholesale customer is derived from a Telecommunications Service
2 provided to such Party by the other Party. Unless otherwise specified, a
3 reference to a Party's End Users shall be deemed to refer to either (i) or
4 (ii) above. As used herein, End User does not include any of the Parties to
5 this Agreement with respect to any item or service obtained under this
6 Agreement, nor any Interexchange Carrier (IXC), Competitive Access
7 Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider
8 (also known as a Wireless Carrier) or their retail customers.
9

10 **Q. WHAT DEFINITION IS HUTCHINSON PROPOSING?**

11 A. Hutchinson proposes the following changes to CenturyLink EQ's language:

12 Any third party retail customer that subscribes to, ~~and does not resell to~~
13 ~~others, a service provided by (i) a Party to this Agreement; or (ii) a~~
14 ~~wholesale customer of a Party, where the service provided by such Party's~~
15 ~~wholesale customer is derived from a Telecommunications Service~~
16 ~~provided to such Party by the other Party. Unless otherwise specified, a~~
17 ~~reference to a Party's End Users shall be deemed to refer to either (i) or~~
18 ~~(ii) above. As used herein, End User does not include any of the Parties to~~
19 ~~this Agreement with respect to any item or service obtained under this~~
20 ~~Agreement, nor any Interexchange Carrier (IXC), Competitive Access~~
21 ~~Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider~~
22 (also known as a Wireless Carrier) or their retail customers.
23

24 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S CHANGES?**

25 A. Hutchinson's definition fails to include the requirement that the end user cannot be
26 a reseller nor can it be the Party itself. When referring to an End User,
27 CenturyLink EQ is referring to the final consumer of the service. For situations
28 where a CLEC does not serve a retail End User directly, CenturyLink EQ's
29 language appropriately describes the types of wholesale customers that would meet
30 the definition of End User as it is used in this agreement, and Hutchinson deletes

1 this clarifying wholesale customer language. A fundamental requirement of an End
2 User is that it is not reselling the same service to others. CenturyLink EQ's
3 definition is consistent with applicable law and the FCC's decision and intent for a
4 wholesale provider.³

5
6 **Issue No. 2 – Settled**

7
8 **Issue No. 3**

9
10 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 3.**

11 A. Issue No. 3 is the definition of “IntraLATA Toll Traffic.”

12
13 **Q. WHAT DEFINITION IS CENTURYLINK EQ PROPOSING?**

14 A. CenturyLink EQ proposes the following definition:

15 Telecommunications traffic between two locations within one LATA
16 where one of the locations lies outside of the originating or terminating
17 CenturyLink Local Calling Area.
18

19 **Q. WHAT DEFINITION IS HUTCHINSON PROPOSING?**

20 A. Hutchinson proposes the following definition:

21 Telecommunications traffic between two locations within one LATA
22 where one of the locations lies outside of the originating or terminating
23 CenturyLink Local Calling Area **as mandated by the Commission.**
24

³ *In the Matter of Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934 as Amended to Provide Wholesale Telecommunications Services to VoIP Providers*, WC Docket No. 06-55, Memorandum Opinion and Order, DA 07-709 (rel. March 1, 2007).

1 **Q. WHY IS CENTURLINK EQ OPPOSED TO THE HUTCHINSON**
2 **ADDITION?**

3 A. Hutchinson's added language is actually related to the next issue, Issue No. 4,
4 which concerns the definition of "Local Calling Area." Accordingly,
5 CenturyLink EQ proposes that the issue be isolated to and addressed in the "Local
6 Calling Area" definition. There is simply no reason to address the establishment of
7 local calling areas in the definition of "intraLATA Toll Traffic." As will be
8 discussed in Issue No. 4, Hutchinson's qualification that local calling areas are
9 mandated by the Commission is incorrect. While the Commission has authority
10 over local calling areas, it exercises that authority by approving tariffs, not
11 necessarily by issuing orders mandating local calling areas.

12
13 **Issue No. 4**

14
15 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 4.**

16 A. As was just discussed, Issue No. 4 involves the definition of "Local Calling Area."
17 CenturyLink EQ proposes the following definition:

18 The CenturyLink local exchange area, or mandatory Extended Area
19 Service (EAS) exchanges, as required by a State Commission and
20 expressed in the CenturyLink tariff.

21

22

1 **Q. WHAT DEFINITION IS HUTCHINSON PROPOSING?**

2 A. Hutchinson proposes the following language, which removes all references to
3 CenturyLink and the CenturyLink local exchange tariffs:

4 ~~The CenturyLink~~ means a local exchange area, or mandatory Extended
5 Area Service (EAS) exchanges, as required by a State Commission ~~and~~
6 ~~expressed in the CenturyLink tariff.~~

7
8 **Q. WHY DOES CENTURYLINK EQ OBJECT TO THE HUTCHINSON**
9 **CHANGES?**

10 A. For the purposes of this agreement, Local Calling Area means CenturyLink EQ's
11 Local Calling Areas and the CenturyLink EQ definition makes that clear. Since the
12 CenturyLink EQ local tariffs are where the local calling areas and EAS areas are
13 detailed, it also makes sense to include the tariff reference in the definition.
14 CenturyLink EQ's language recognizes that the Commission has authority over
15 local calling areas but also recognizes that the Commission exercises that authority
16 by approving tariffs, not necessarily by issuing orders defining/mandating/requiring
17 local calling areas. Removing the reference to the Commission approved tariffs
18 will only lead to ambiguity, and a potential for disputes.

19
20 **Issue No. 5 – Settled**

21
22 **Issue No. 6**

23
24

1 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 6.**

2 A. Issue No. 6 is the definition for “Local VoIP-PSTN Traffic.”

3

4 **Q. WHAT DEFINITION IS CENTURYLINK EQ PROPOSING?**

5 A. CenturyLink EQ proposes the following definition:

6 is VoIP-PSTN Traffic that physically originates and terminates within the
7 CenturyLink Local Calling Area, or mandatory extended area service
8 (EAS) area and shall be considered to be “Non Access
9 Telecommunications Traffic” as such term is used in the Agreement.

10

11 **Q. WHAT DEFINITION IS HUTCHINSON PROPOSING:**

12 A. Hutchinson proposes to modify the CenturyLink definition as follows:

13 is VoIP-PSTN Traffic that physically originates and terminates within the
14 CenturyLink Local Calling Area, or mandatory extended area service
15 (EAS) area, and shall be considered to be “Non-Access
16 Telecommunications Traffic” as such term is used in the Agreement.

17

18 **Q. WHAT IS THE DIFFERENCE IN THE TWO PROPOSALS?**

19 A. The only difference in the proposals is that the CenturyLink EQ proposal uses the
20 defined term “Local Calling Area” as defined in Issue No. 4. Having defined the
21 term, it is appropriate to use it as such.

22

23 **Issue No. 7**

24

25 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 7.**

26 A. Issue No. 7 is the definition of “Meet Point Interconnection Arrangement” proposed
27 by Hutchinson. Hutchinson proposes the following definition:

1 means each telecommunications carrier builds and maintains its network
2 to a Meet Point. (47 C.F.R. § 51.5).
3

4 **Q. WHY IS CENTURYLINK EQ OPPOSED TO THE HUTCHINSON**
5 **DEFINITION?**

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

15
16 **Issue No. 8**

17
18 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 8.**

19 A. As just discussed, Issue No. 8 involves the definition of “Mid Span Fiber Meet.”
20 CenturyLink EQ proposes the following definition:

21 An Interconnection architecture whereby two carriers’ fiber transmission
22 facilities meet at a mutually agreed upon point for the mutual exchange of
23 traffic, subject to the trunking requirements and other terms and provisions
24 of this Agreement. The “point” of Interconnection, for purposes of
25 §§251(c)(2) and 251(c)(3), remains on CenturyLink’s network and is
26 limited to the Interconnection of facilities between the CenturyLink

1 Serving Wire Center and the location of the CLEC switch or other
2 equipment located within the area served by the CenturyLink Serving
3 Wire Center.
4

5 **Q. WHAT DEFINITION IS HUTCHINSON PROPOSING?**

6 A. Hutchinson proposes additional language at the beginning of the definition and
7 deletes descriptive language from the end of the definition:

8 **A form of Meet Point Interconnection Arrangement, which uses fiber**
9 **optic transmission facilities to interconnect carriers' networks.** An
10 Interconnection architecture whereby two carriers' fiber transmission
11 facilities meet at a mutually agreed upon point for the mutual exchange of
12 traffic, subject to the trunking requirements and other terms and provisions
13 of this Agreement. The "point" of Interconnection, for purposes of
14 §§251(c)(2) and 251(c)(3), remains on CenturyLink's network ~~and is~~
15 ~~limited to the Interconnection of facilities between the CenturyLink~~
16 ~~Serving Wire Center and the location of the CLEC switch or other~~
17 ~~equipment located within the area served by the CenturyLink Serving~~
18 ~~Wire Center.~~
19

20 **Q. WHY DOES CENTURYLINK EQ OBJECT TO THE HUTCHINSON**
21 **CHANGES?**

22 A. As was discussed in Issue No. 7, Hutchinson's additional language regarding Meet
23 Point Interconnection Arrangement is unnecessary as "Mid Span Fiber Meet" is the
24 specific method described in this agreement that CenturyLink uses to provide a
25 network connection at a "meet point." CenturyLink EQ also objects to
26 Hutchinson's deletion of the language at the end of the definition because the
27 language provides a necessary limitation which ensures that CenturyLink EQ is not
28 obligated to provide facilities outside of the serving area of the Point of
29 Interconnection ("POI") switch. This limitation is consistent with

1 Section 251(c)(2)(B) of the Telecommunications Act which requires that the
2 physical interconnection be “at any technically feasible point *within* the carrier’s
3 network.” (Emphasis added).

4
5 **Issue No. 9 – Settled**

6
7 **Issue No. 10 - Settled**

8
9 **Issue No. 11**

10
11 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 11.**

12 A. Issue No. 11 is the definition of “Point of Interconnection.”

13
14 **Q. WHAT DEFINITION FOR POINT OF INTERCONNECTION IS**
15 **CENTURYLINK EQ PROPOSING?**

16 A. CenturyLink EQ proposes the following definition:

17 is the physical point that establishes the technical interface, the test point,
18 and the operational responsibility hand-off between CLEC and
19 CenturyLink for local interconnection of their networks. For POIs not
20 established through the Bona Fide Request (“BFR”) process in Section 59,
21 each POI also establishes the demarcation point to delineate each Party’s
22 financial obligations for facility costs.
23

24 **Q. WHAT IS HUTCHINSON’S DEFINITION?**

25 A. Hutchinson proposes the following definition:

26 Is the physical point that establishes the technical interface, the test point,
27 and the operational responsibility hand-off between CLEC and
28 CenturyLink for local interconnection of their networks. ~~For~~ **Each** POIs

1 ~~also establishes not established through the Bona Fide Request (“BFR”)~~
2 ~~process in Section 59, each POI also establishes~~ the demarcation point to
3 delineate each Party’s financial obligations for facility costs.
4

5 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON’S PROPOSED**
6 **CHANGES?**

7 A. This definitional dispute is a part of the larger dispute, described in my testimony
8 summary, regarding the parties’ financial obligations related to non-standard
9 interconnection arrangements. CenturyLink EQ has proposed language in this
10 definition to accommodate Hutchinson’s request for a non-standard method of
11 interconnection which will be discussed at length in Issue No. 37. The
12 CenturyLink EQ language allows for the possibility that alternative financial
13 arrangements may apply when a non-standard interconnection arrangement is
14 requested. These arrangements and the need for them will be explained at length in
15 the discussion of Issue No. 37.

16
17 **Issue No. 12 – Settled**

18
19 **Issue No. 13**

20
21 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 13.**

22 A. Issue No. 13 is the definition of “Toll VoIP-PSTN Traffic.”

23
24 **Q. WHAT IS CENTURYLINK EQ’S DEFINITION?**

25 A. CenturyLink EQ proposes the following definition:

1 Is VoIP-PSTN traffic that physically originates and terminates in different
2 CenturyLink Local Calling Areas, or mandatory extended area service
3 (EAS) areas.
4

5 **Q. WHAT DEFINITION DOES HUTCHINSON PROPOSE?**

6 A. Hutchinson proposes the following changes to the CenturyLink EQ definition:

7 Is VoIP-PSTN traffic that physically originates and terminates in different
8 CenturyLink Local Calling Areas, or mandatory extended area service
9 (EAS) areas, **as defined by the Commission. For the purposes of this**
10 **agreement, Toll VoIP-PSTN Traffic is Switched Access Traffic.**
11

12 **Q. WHY IS CENTURYLINK EQ OPPOSED TO THE HUTCHINSON**
13 **CHANGES?**

14 A. CenturyLink EQ is opposed to the language Hutchinson has added regarding local
15 calling areas being defined by the Commission. CenturyLink EQ’s definition of
16 “Local Calling Area” in Issue No. 4 appropriately recognizes that the Commission
17 has authority over local calling areas but also recognizes that the Commission
18 exercises that authority by approving tariffs, not necessarily by issuing orders
19 defining local calling areas. This issue is addressed in the definition of “Local
20 Calling Area” and need not be a part of the “Toll VoIP-PSTN Traffic” definition at
21 issue here.

22 CenturyLink EQ is also opposed to the sentence Hutchinson has added stating that
23 Toll VoIP-PSTN Traffic is switched access traffic. CenturyLink EQ does not agree
24 that traffic exchanged between the Parties which is Toll VoIP-PSTN traffic is
25

1 Switched Access Traffic as defined and provisioned in switched access tariffs. As
2 ordered by the FCC, interstate access tariff rates are used as default rates for this
3 type of traffic, but the traffic itself is not provisioned on separate Feature Group D
4 trunks as switched access traffic. This is important because, while the parties have
5 agreed that switched access traffic will not be exchanged over the interconnection
6 trunks, Hutchinson does not agree that Toll VoIP-PSTN Traffic can be exchanged
7 over the interconnection trunks. Hutchinson’s language would require
8 CenturyLink EQ to order/provision separate Feature Group D trunks for Toll VoIP-
9 PSTN traffic. Hutchinson’s position is contrary to the FCC’s Connect America
10 order which makes “clear providers’ ability to use existing section 251c(2)
11 interconnection arrangements to exchange VoIP-PSTN traffic pursuant to
12 compensation addressed in the providers’ interconnection agreement...”⁴ For this
13 reason, Hutchinson’s additional language should be rejected.

14
15 **Issue No. 14**

16
17 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 14.**

18 A. Issue No. 14 involves the definition of “Transit Traffic.”

19
20 **Q. WHAT IS CENTURYLINK EQ’S DEFINITION?**

21 A. CenturyLink EQ proposes the following definition:

⁴ *In the Matter of Connect America Fund*, “Report and Order and Further Notice of Proposed Rulemaking,” FCC 11-161 (released November 18, 2011), at ¶ 933.

1 Means Non-Access Telecommunications Traffic, IntraLATA LEC Toll
2 Traffic, and Toll VoIP-PSTN Traffic that is routed by CLEC through
3 CenturyLink's network for delivery to a third party Telecommunications
4 Carrier's network or Non-Access Telecommunications Traffic,
5 IntraLATA Toll Traffic, Toll VoIP- PSTN Traffic, and CMRS traffic that
6 is routed by a third party carrier through CenturyLink's network for
7 delivery to CLEC's network.
8

9 **Q. WHAT DEFINITION DOES HUTCHINSON PROPOSE?**

10 A. Hutchinson proposes the following definition:

11 means traffic exchanged between a CLEC End User and the customer of a
12 third party carrier which traverses the CenturyLink network using
13 CenturyLink Transit Service. For the purposes of this Agreement Jointly
14 Provided Access Service is not considered Transit Traffic.
15

16 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
17 **DEFINITION?**

18 A. CenturyLink EQ believes that it is important to specify the types of transit traffic
19 that will be exchanged to avoid future disputes and proposed this more detailed
20 language to include Non-Access Telecommunications Traffic, a term that
21 Hutchinson originally introduced in this section during negotiation. This detail is
22 especially important given the disagreement that already exists between the Parties
23 concerning Toll VoIP-PSTN Traffic. Accordingly, CenturyLink EQ's definition
24 specifies the types of transit traffic that the CLEC will route through the
25 CenturyLink EQ network for delivery to a third party carrier's network as well as
26 the types of traffic a third party may route through the CenturyLink EQ network for
27 termination to the CLEC. CenturyLink EQ's definition also makes clear the type of

1 CMRS traffic that is appropriately exchanged as Transit Traffic, a clarification
2 which became necessary with Hutchinson's original introduction of the term Non-
3 Access Telecommunications Traffic in this agreement and more specifically in this
4 section.

5
6 **IV. DISPUTE RESOLUTION**

7 **Issue No. 15 – Settled**

8
9 **V. LOCAL INTERCONNECTION TRUNK ARRANGEMENT**

10 **Issue No. 16 – Settled**

11
12 **Issue No. 17 – Settled**

13
14 **Issue No. 18**

15
16 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 18.**

17 A. Issue No. 18 involves the type of traffic which can be routed over interconnection
18 trunks. CenturyLink EQ proposes the following language:

19 The Parties shall use separate two-way Feature Group D trunks for the
20 exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll
21 Traffic, (other than Toll VoIP-PSTN or Jointly Provided Switched Access
22 Traffic), and such trunks shall be ordered out of and subject to the
23 applicable access tariffs. Both Parties agree that IntraLATA LEC Toll
24 Traffic is not currently being exchanged between the Parties on Local
25 Interconnection Trunks and that an Amendment to this Agreement will be
26 needed if either Party elects to exchange such traffic with the other Party.
27

1 **Q. WHAT LANGUAGE HAS HUTCHINSON PROPOSED?**

2 A. Hutchinson has rejected the CenturyLink EQ language and proposes the following:

3 The Parties agree not to route Toll Traffic directly or indirectly to the
4 other Party.
5

6 **Q. WHY IS CENTURLINK EQ OPPOSED TO THE HUTCHINSON**
7 **LANGUAGE?**

8 A. The purpose of this language is to identify the types of traffic that must be routed
9 over Feature Group D trunks rather than over interconnection trunks.
10 CenturyLink EQ's language specifies the types of traffic that require the use of
11 Feature Group D trunks and also reflects the parties' agreement that IntraLATA
12 LEC toll will not be exchanged over interconnection trunks, as neither party
13 currently provides such toll traffic to its end users. Hutchinson's language states
14 that the parties have agreed to not exchange Toll Traffic, a term not defined in the
15 agreement, leaving it unclear if that would include Toll VoIP-PSTN traffic. As
16 discussed in Issue Nos. 13 and 14, CenturyLink EQ does not agree that Toll VoIP-
17 PSTN traffic will not be exchanged with Hutchinson. To avoid future disputes, it is
18 important that the details around the types of traffic which are not to be exchanged
19 over interconnection trunks be spelled out. Hutchinson's proposed language lacks
20 this necessary specificity, is inaccurate, and should be rejected.

21
22 **Issue No. 19**

23

1 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 19.**

2 A. Issue No. 19 involves the issue of recourse available when traffic is misrouted.

3

4 **Q. WHAT LANGUAGE IS CENTURYLINK EQ PROPOSING FOR THIS**
5 **ISSUE?**

6 A. CenturyLink EQ proposes the following modification to Hutchinson's proposed
7 language:

8 In the event either Party routes any traffic to the other in violation of this
9 Agreement, the injured Party shall be entitled to seek injunctive relief and
10 to recover damages.
11

12 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING FOR THIS ISSUE?**

13 A. Hutchinson proposes the following language:

14 In the event either Party routes any traffic to the other in violation of this
15 Agreement, the injured Party shall be entitled to seek injunctive relief ~~and~~
16 ~~to recover damages.~~
17

18 **Q. WHY DOES CENTURYLINK EQ BELIEVE THAT THE LANGUAGE**
19 **REGARDING THE RECOVERY OF DAMAGES IS NECESSARY?**

20 A. It is important that there be an incentive to route traffic per the terms of the
21 agreement. Injunctive relief, which would only stop misrouting on a going-forward
22 basis, does not, in and of itself, provide a sufficient incentive. Adding the potential
23 for the recovery of damages related to previously misrouted traffic does provide the
24 necessary incentive for both parties to properly route traffic.
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VI. NETWORK INTERCONNECTION METHODS

Issue No. 20

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 20.

A. Issue No. 20 involves language describing the Network Interconnection Methods section of the agreement.

Q. WHAT LANGUAGE DOES CENTURYLINK EQ PROPOSE?

A. CenturyLink EQ proposes the following language:

This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink EQ and CLEC for the Interconnection Facilities established between the Parties' networks. Consistent with the Interconnection section of this Agreement, CLEC may elect to interconnect directly or indirectly with CenturyLink.

Q. WHAT LANGUAGE DOES HUTCHINSON PROPOSE?

A. Hutchinson proposes the following language:

This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink EQ and CLEC for the Interconnection Facilities established between the Parties' networks. ~~Consistent with the Interconnection section of this Agreement,~~ CLEC may elect to interconnect directly or indirectly with CenturyLink EQ.

Q. DOES CENTURYLINK EQ BELIEVE THAT THE LANGUAGE HUTCHINSON IS PROPOSING TO STRIKE PROVIDES ADDITIONAL CLARITY?

1 A. Yes. The language stricken is a reference back to the Interconnection section of the
2 agreement, making clear that the terms related to direct and indirect interconnection
3 are addressed in that section of the agreement. The clarity provided by the
4 language makes it a worthwhile addition.

5
6 **Issue 21 – Settled**

7
8 **Issue No. 22 – Settled**

9
10 **Issue No. 23**

11
12 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 23.**

13 A. Issue No. 23 concerns blocking standards for trunk groups. The parties do not have
14 a disagreement about the language itself, but Hutchinson proposes to move it to
15 multiple locations elsewhere in the agreement.

16
17 **Q. WHAT IS THE BLOCKING STANDARDS LANGUAGE?**

18 A. The language is the following:

19 Trunk requirements for forecasting and servicing shall be based on an
20 overall blocking objective of one percent (1%) during the average time-
21 consistent busy hour, as defined by standard trunk traffic engineering
22 principles. For the final trunk groups between a CLEC End Office and all
23 CenturyLink End Offices, direct trunk groups are to be engineered with a
24 blocking objective of one (1%). Trunks to access Tandems carrying Meet
25 Point traffic and all other Tandem trunk groups are to be engineered with a
26 blocking objective of one half percent (.5%).
27

1 **Q. WHY IS CENTURYLINK EQ OPPOSED TO MOVING THE LANGUAGE?**

2 A. CenturyLink EQ believes this language appropriately belongs in paragraph 38.3 of
3 the Network Interconnection Methods section of the agreement which addresses
4 Physical Architecture. Hutchinson proposes to move the language to Sections 40
5 and 41 of the agreement which address Direct Interconnection at the CenturyLink
6 Tandem and Direct Interconnection at the CenturyLink End Office respectively.
7 Rather than needlessly repeat this same language in multiple sections of the
8 agreement, it makes more sense to leave it in the overarching Physical Architecture
9 section of the agreement as CenturyLink EQ has proposed.

10
11

VII. POINTS OF INTERCONNECTION

12 **Q. PLEASE GENERALLY DESCRIBE ISSUE NOS. 24 – 51.**

13 A. Issue Nos. 24 – 51 are related to the section of the interconnection agreement
14 which concerns Points of Interconnection. Before discussing each of the
15 disputed issues, a brief discussion of interconnection concepts and the
16 fundamental area of disagreement between the parties may serve to provide
17 some useful context.

18

19 **Q. WHAT IS THE PURPOSE OF THIS PORTION OF THE**
20 **INTERCONNECTION AGREEMENT?**

1 A. The key purposes of this portion of the interconnection agreement are to lay out the
2 options available to a CLEC to interconnect to the CenturyLink EQ network and to
3 identify the financial responsibilities of each party in covering the cost of the
4 facilities used to interconnect the networks and exchange traffic.

5
6 In terms of interconnection arrangements, CenturyLink EQ provides multiple
7 standard interconnection options to meet the needs of CLECs. A CLEC can lease a
8 Local Interconnection Entrance Facility to provide transport from its switch or
9 CLEC premises in the CenturyLink wire center area to the CenturyLink EQ
10 network. Another option, which is not included in this agreement, is for the CLEC
11 to provide its own facility to transport traffic from its switch to a collocation point
12 established on the CenturyLink EQ network. Hutchinson requested that both the
13 Collocation and UNE sections be removed from this agreement so that option only
14 becomes available in the BFR response developed by CenturyLink EQ for
15 Hutchinson's non-standard request at the Glencoe remote switch which will be
16 discussed in Issue No. 37. A third option is for each of the parties to provide a
17 portion of the transport between their respective networks. In this Mid Span Fiber
18 Meet option, each party builds a portion of the transport, meeting somewhere in the
19 middle at a mutually agreed upon point. A fourth option, available to CLECs that
20 only have a physical presence within another ILEC's territory, is a Third Party
21 ILEC Meet Point leased switched access transport facility. These are the standard
22 CenturyLink EQ interconnection options for which CenturyLink EQ has developed

1 ordering, provisioning and billing processes. Finally, for interconnection
2 arrangements that do not fit within the standard offerings just described,
3 CenturyLink EQ offers a BFR process to assess the feasibility of providing some
4 alternate, non-standard form of interconnection.

5
6 The second purpose of this section, identifying the financial responsibilities of each
7 party, is accomplished through the establishment of POIs, with the POI representing
8 the financial demarcation point between the two parties' networks. Each party is
9 responsible for the costs on its side of the POI. CenturyLink EQ's language calls
10 for the establishment of POIs in such a manner as to ensure that each party pays its
11 fair share of the interconnection costs.

12
13 **Q. WHAT IS THE NATURE OF THE OF DISPUTE REGARDING POINTS OF**
14 **INTERCONNECTION?**

15 A. As discussed in the summary of my testimony, one of the major areas of dispute
16 between the parties is the location of the POI. Hutchinson attempts to limit the POI
17 to the point at which the two networks physically meet. For example, in the case of
18 the entrance facility option of interconnection, Hutchinson argues that the POI is at
19 the Hutchinson switch. This is contrary to Section 251(c)(2)(B) of the
20 Telecommunications Act and would unfairly place the financial responsibility for
21 the transport used by both parties for the mutual exchange of traffic entirely on
22 CenturyLink EQ. The CenturyLink EQ proposed language calls for the

1 establishment of POIs at each tandem switch where Hutchinson wishes to exchange
2 traffic or at CenturyLink EQ end offices where traffic levels warrant it. This
3 delineates the core sharing of the costs of establishing interconnection with
4 Hutchinson or any other requesting CLEC. When the POI is at the tandem,
5 CenturyLink EQ is responsible for all the transport facilities it provides to connect
6 the tandem offices. Hutchinson objects to the CenturyLink EQ language and
7 attempts to avoid its share of transport costs by substituting the words “establish a
8 trunk group” for “establish a POI.” Since establishing a trunk group, in and of
9 itself, does not establish a demarcation for financial responsibility for the
10 underlying transport facility, Hutchinson’s proposed language has the effect of
11 forcing the POI to be at the point where the two networks physically meet, thus
12 shifting nearly all of the transport costs to CenturyLink EQ. By contrast,
13 CenturyLink EQ’s language provides both for the ability of Hutchinson and
14 CenturyLink EQ to have the networks physically meet at a technically feasible
15 point and for the establishment of the POIs (denoting financial responsibility) at the
16 applicable switches on CenturyLink EQ’s network and does so in such a manner as
17 to ensure that each party pays its fair share of the interconnection costs.

18
19 **Issue No. 24**

20
21

1 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 24.**

2 A. Issue No. 24 concerns language that Hutchinson proposes to add to the agreement
3 regarding technically feasible POIs.

4
5 **Q. WHAT IS THE SPECIFIC LANGUAGE HUTCHINSON IS PROPOSING**
6 **TO ADD?**

7 A. Hutchinson proposes to add the following language:

8 POI Locations. CLEC shall be entitled to establish a POI at any
9 Technically Feasible point on the CenturyLink EQ network, including but
10 not limited to:

- 11
12 a. CenturyLink hand holes or man holes;
13 b. CenturyLink controlled environment vaults;
14 c. CenturyLink Central Offices;
15 d. Third Party locations, e.g. carrier hotels, where CenturyLink has
16 established facilities for the purpose of interconnecting with other
17 carriers;

18
19 CenturyLink shall disclose to CLEC all locations within a LATA where
20 CenturyLink has established facilities interconnection with a third party
21 carrier. This existing POI location information shall be provided within
22 15 business days of CLEC's written request.

23
24 This Section describes the trunk group requirements for the transmission
25 and routing of Switched Access Traffic, Non Access Telecommunications
26 Traffic, Transit Traffic and Jointly Provided Switched Access Service
27 Traffic.
28

29 **Q. WHY IS CENTURYLINK EQ OPPOSED TO THE FIRST PARAGRAPH OF**
30 **THE ADDITIONAL LANGUAGE?**

31 A. The language that Hutchinson proposes to add is overly broad with regard to the
32 acceptable POI locations, includes locations that may not be on CenturyLink EQ's

1 network, and provides no clarity as to how such interconnection is to occur.
2 CenturyLink EQ has extensive language in this section of the agreement which
3 discusses specific POI requirements and interconnection options.
4 CenturyLink EQ's POI proposals and language are the standard method and
5 language CenturyLink EQ uses with all other CLECs. These standard methods of
6 establishing a POI, combined with the BFR process, provide Hutchinson the ability
7 to request interconnection at any location that is technically feasible and on
8 CenturyLink EQ's network, as required by law.

9
10 **Q. WHY IS CENTURYLINK EQ OPPOSED TO THE SECOND PARAGRAPH**
11 **OF THE ADDITIONAL LANGUAGE?**

12 A. Hutchinson's request for this disclosure of each and every location within a LATA
13 where CenturyLink EQ has established facilities interconnection with a third party
14 carrier is overly broad and unduly burdensome for CenturyLink EQ. In addition,
15 the location of another competing CLEC's POI is proprietary information and not
16 appropriate to share with a competitor.

17
18 **Q. WHY IS CENTURYLINK EQ OPPOSED TO THE THIRD PARAGRAPH**
19 **OF THE ADDITIONAL LANGUAGE?**

20 A. The list of traffic types Hutchinson proposes to include is incorrect. It includes
21 Switched Access Traffic, which should not be exchanged over interconnection
22 trunks, and thus should not be included in the list. In addition it inappropriately

1 omits other traffic which can be exchanged and should be included, such as Toll
2 VoIP-PSTN Traffic.

3

4 **Issue No. 25**

5

6 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 25.**

7 A. Issue No. 25 concerns the establishment of a minimum of one POI within each
8 LATA. Hutchinson has proposed to add language regarding direct and indirect
9 interconnection, but proposed no language requiring a minimum number of POIs.

10

11 **Q. WHAT LANGUAGE IS CENTURYLINK EQ PROPOSING?**

12 A. CenturyLink EQ proposes the following language:

13 CLEC must establish a minimum of one POI on CenturyLink's network
14 within each LATA in accordance with the terms of this Agreement.
15 CLEC shall establish additional POIs under the following circumstances:
16

17 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

18 A. Hutchinson proposes the following language:

19 **CLEC, at its sole discretion, may elect to exchange Non Access**
20 **Telecommunications Traffic: 1) directly by establishing trunks to**
21 **CenturyLink Central Office(s); or 2) indirectly by establishing**
22 **interconnection at a third party Tandem Switch which serves the**
23 **exchange. CLEC must establish a minimum of one POI on CenturyLink's**
24 **network within each LATA in accordance with the terms of this**
25 **Agreement. CLEC shall may establish additional POIs under the**
26 **following circumstances:**
27

28

1 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON’S CHANGES?**

2 A. Hutchinson’s changes, which allow Hutchinson to unilaterally determine how and
3 when to set up interconnection, would circumvent CenturyLink EQ’s requirements
4 for direct vs. indirect interconnection and avoid the establishment of a POI on the
5 CenturyLink EQ network. The CenturyLink EQ indirect interconnection provisions
6 are designed to promote efficient usage of tandem networks. The specific
7 provisions/circumstances for using indirect interconnection are at dispute and will
8 be addressed as Issue Nos. 27 and 28 later in the testimony. As will be discussed,
9 CenturyLink EQ’s indirect interconnection language allows for indirect
10 interconnection in specific situations where CenturyLink EQ’s end office subtends
11 another ILEC’s tandem and there is a low volume of traffic. Direct interconnection
12 is required in other situations in order to efficiently use the networks and to reduce
13 costs for both parties. Hutchinson’s language is vague and does not limit the
14 indirect connection in any way.

15
16 In addition to objecting to Hutchinson’s indirect interconnection language, as I
17 noted in my testimony summary, CenturyLink EQ is opposed to Hutchinson’s use
18 of “establishing a trunk group” interchangeably with “establishing a POI.” A trunk
19 group is a voice grade path that rides the CLEC and CenturyLink EQ facilities
20 which connect the CLEC switch to the CenturyLink EQ switch. Establishing a
21 trunk group, in and of itself, does not establish a demarcation for financial

1 responsibility for the underlying transport facility. Establishing a POI does
2 establish the necessary financial demarcation point.

3
4 As was discussed in the introductory remarks to this section of issues, by using
5 trunk group instead of POI, Hutchinson seeks to shift financial responsibilities for
6 the interconnection facilities to CenturyLink EQ.

7
8 **Issue No. 26**

9
10 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 26.**

11 A. Issue No. 26 is related to the requirement that a CLEC must establish a POI at each
12 Tandem Switch in the LATA.

13
14 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

15 A. CenturyLink EQ proposes the following language:

16 CLEC must establish a POI at each Tandem Switch in the LATA where it
17 wishes to exchange (receive or terminate) Non-Access
18 Telecommunications Traffic with CenturyLink or where it has established
19 codes within that tandem serving area.
20

21 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

22 A. Hutchinson proposes the following language:

23 CLEC must establish a ~~POI~~ **Local Interconnection Trunk Group** at
24 each Tandem Switch in the LATA where it wishes to exchange (receive or
25 terminate) Non Access Telecommunications Traffic with CenturyLink or
26 where it has established codes within that tandem serving area.
27

1 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON’S CHANGES?**

2 A. As discussed above, CenturyLink EQ opposes Hutchinson’s replacement of “POI”
3 with “Local Interconnection Trunk Group,” because the terms are not
4 interchangeable. Hutchinson’s proposed language establishing a trunk group, rather
5 than a POI, is another means of shifting the financial responsibilities to
6 CenturyLink EQ for the interconnection facilities provided to Hutchinson by
7 CenturyLink EQ. Under the Hutchinson language, CenturyLink EQ would bear the
8 full financial responsibility for the facility from the tandem switch all the way back
9 to the point where the two parties’ networks physically meet. Hutchinson’s
10 proposed changes should be rejected.

11
12 **Issue No. 27**

13
14 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 27.**

15 A. Issue No. 27 is related to the requirement that a CLEC must establish a POI at a
16 CenturyLink EQ End Office, rather than routing the traffic through a tandem
17 switch, when traffic exceeds certain thresholds.

18
19 **Q. WHAT IS CENTURYLINK EQ’S PROPOSED LANGUAGE?**

20 A. CenturyLink EQ proposes the following language:

21 When a CenturyLink End Office Switch subtends a CenturyLink Tandem
22 Switch, CLEC must establish a POI at a CenturyLink End Office when
23 total traffic volumes exchanged between the Parties at that particular
24 CenturyLink End Office (inclusive of any Remote Switches served by that

1 End Office) exceeds, or is expected to exceed, the thresholds as set forth
2 in Section 39.
3

4 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

5 A. Hutchinson proposes the following language:

6 When a CenturyLink End Office Switch subtends a CenturyLink Tandem
7 Switch, CLEC must establish a ~~POI~~ **Local Interconnection Trunk**
8 **Group** at a CenturyLink End Office when total traffic volumes exchanged
9 between the Parties at that particular CenturyLink End Office (inclusive of
10 any Remote Switches served by that End Office) exceeds, or is expected
11 to exceed, the thresholds as set forth in Section 39.
12

13 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON’S CHANGES?**

14 A. CenturyLink EQ again opposes Hutchinson’s replacement of “POI” with “Local
15 Interconnection Trunk Group,” because the terms are not interchangeable.
16 Hutchinson’s proposal would again shift the financial responsibilities to
17 CenturyLink EQ for the interconnection facilities provided to Hutchinson by
18 CenturyLink EQ. Under the Hutchinson language, CenturyLink EQ would bear
19 sole financial responsibility for the facility from the end office switch all the way
20 back to the point where the two parties’ networks physically meet. Hutchinson’s
21 proposed change should again be rejected.

22
23 **Issue No. 28**

24
25 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 28.**

1 A. Similar to Issue No. 27, Issue No. 28 is related to the requirement that a CLEC must
2 establish a POI at a CenturyLink EQ End Office, rather than routing the traffic
3 through a tandem switch, when traffic exceed certain thresholds. While the tandem
4 switch in Issue No. 27 was a CenturyLink EQ tandem, the tandem switch in this
5 clause is a non-CenturyLink EQ tandem switch.

6

7 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

8 A. CenturyLink EQ proposes the following language:

9 When a CenturyLink End Office Switch subtends a non-CenturyLink
10 Tandem, CLEC must establish a POI at each CenturyLink End Office
11 Switch that subtends a non-CenturyLink Tandem at such time as the
12 thresholds as set forth in Section 39.3 have been met.

13

14 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

15 A. Hutchinson proposes the following language:

16 When a CenturyLink End Office Switch subtends a non-CenturyLink
17 Tandem, CLEC must establish a ~~POI~~ **Local Interconnection Trunk**
18 **Group** at each CenturyLink End Office Switch that subtends a non-
19 CenturyLink Tandem at such time as the thresholds as set forth in Section
20 39.3 have been met

21

22 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S CHANGES?**

23 A. CenturyLink EQ is opposed to Hutchinson's replacement of "POI" with "Local
24 Interconnection Trunk Group" for all of the reasons that have been discussed
25 previously. Under the Hutchinson language, CenturyLink EQ would again bear
26 sole financial responsibility for the facility from the end office switch all the way

1 back to the point where the two parties' networks physically meet. Hutchinson's
2 proposed change should again be rejected.

3
4 **Issue No. 29**

5
6 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 29.**

7 A. CenturyLink EQ's network contains many exchanges which are not contiguous.
8 Issue No. 29 is related to the requirement that, in such situations, a CLEC must
9 establish a POI at each separate non-interconnected exchange or each separate
10 group of exchanges that are interconnected by the CenturyLink EQ network.

11
12 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

13 A. CenturyLink EQ proposes the following language:

14 To the extent CenturyLink's network contains multiple non-contiguous
15 exchanges in the LATA that are not interconnected by CenturyLink-
16 owned network, CLEC must establish a POI at each separate non-
17 interconnected exchange or each separate group of exchanges that are
18 interconnected by CenturyLink-owned network where it wishes to
19 exchange (i.e., receive or terminate) Local Traffic with CenturyLink;
20

21 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

22 A. Hutchinson proposes the following language:

23 To the extent CenturyLink's network contains multiple non-contiguous
24 exchanges in the LATA that are not interconnected by CenturyLink-
25 owned **or controlled** network, CLEC ~~must~~ **may: 1)** establish a **Local**
26 **Interconnection Trunk Group POI** at each separate non-interconnected
27 exchange or each separate group of ~~exchanges that are interconnected by~~
28 ~~CenturyLink-owned network where it wishes to exchange (i.e., receive or~~
29 ~~terminate) Local Traffic with CenturyLink; **or 2) establish a trunk**~~

1 **group to the Tandem Switch serving those exchanges for the exchange**
2 **of Non Access Telecommunications Traffic.**
3

4 **Q. WHY IS CENTURLINK EQ OPPOSED TO HUTCHINSON’S CHANGES?**

5 A. CenturyLink EQ again objects to Hutchinson’s shifting of cost responsibility to
6 CenturyLink EQ by replacing “POI” with “Local Interconnection Trunk Group” or
7 “trunk group.”

8
9 In addition, CenturyLink EQ objects to the addition of the words “or controlled” as
10 it is unclear as to what this refers. CenturyLink EQ also rejects Hutchinson’s
11 substitution of “may” for “must.” This section is specifically describing non-
12 contiguous exchanges where CenturyLink EQ does not have connections in place
13 between the two exchanges. As such, it is neither appropriate nor contemplated
14 under federal law for Hutchinson to suggest that CenturyLink EQ must establish
15 such connections for Hutchinson’s use and bear the full financial responsibility for
16 such connections which is the logical result of the substitution of “may” for “must”.

17
18 Finally, Hutchinson’s proposed language in (2) regarding establishing a trunk group
19 to a tandem does not belong in this section of the interconnection agreement. Any
20 tandem switch serving such non-contiguous CenturyLink EQ exchanges would be a
21 non-CenturyLink EQ tandem and should be addressed in the provisions for
22 “Indirect Network Connection” which appear in Section 42 of the agreement. Thus,
23 the inserted language should be rejected.

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Issue No. 30

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 30.

A. Issue No. 30 is related to the requirement that a CLEC must establish a POI to comply with limitations on the porting of telephone numbers to other carriers.

Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?

A. CenturyLink EQ proposes the following language:

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.

Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?

A. Hutchinson proposes to replace the above CenturyLink EQ language with the following:

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.

1 **Q. WHAT IS THE PURPOSE OF THE CENTURYLINK EQ LANGUAGE?**

2 A. Existing FCC numbering rules limit porting to carriers having facilities or
3 numbering resources in the same rate center.⁵ The CenturyLink EQ language
4 allows CLECs to comply with these FCC rules by establishing a POI. CenturyLink
5 EQ again rejects Hutchinson’s replacement of “POI” with “trunk group,” because
6 the terms are not interchangeable.

7

8 **Issue No. 31**

9

10 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 31.**

11 A. Issues 27 and 28 discussed the threshold at which point a POI must be established
12 to route traffic directly to the end office rather than going through a tandem switch.
13 Issue No. 31 is related to how those threshold levels are determined.

14

15 **Q. WHAT IS CENTURYLINK EQ’S PROPOSED LANGUAGE?**

16 A. CenturyLink EQ proposes the following language:

17 When the total volume of traffic exchanged between the Parties at a
18 CenturyLink End Office exceeds 200,000 MOU per month, or the one-
19 way traffic from either Party exceeds 100,000 MOU per month, CLEC
20 must establish a POI with CenturyLink’s End Office for the mutual
21 exchange of traffic within thirty (30) Days of when the traffic exceeds the
22 MOU per month threshold. In situations where CenturyLink’s network
23 contains host and remote End Offices, any traffic from remote End Offices
24 will be included in the MOU determination of the traffic from the host
25 End Office.
26

⁵ 47 C.F.R. § 52.26 (a).

1 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

2 A. Hutchinson proposes to replace the above CenturyLink EQ language with the
3 following:

4 When the total volume of traffic exchanged between the Parties at a
5 CenturyLink End Office exceeds **three (3) DS1s** ~~200,000 MOU~~ per
6 month, ~~or the one-way traffic from either Party exceeds 100,000 MOU per~~
7 ~~month~~, CLEC must ~~establish a POI~~ **order a trunk group** with
8 CenturyLink's End Office for the mutual exchange of traffic within thirty
9 (30) Days of when **notified** the traffic exceeds the MOU per month
10 threshold. In situations where CenturyLink's network contains host and
11 remote End Offices, any traffic from remote End Offices will be included
12 in the MOU determination of the traffic from the host End Office
13

14 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
15 **LANGUAGE?**

16 A. As is the case in many of the Point of Interconnection issues, CenturyLink EQ again
17 rejects Hutchinson's shifting of cost responsibility to CenturyLink EQ and shifting
18 the POI location to the point where the two parties' networks physically meet by
19 replacing "POI" with "trunk group."

20 In addition, CenturyLink EQ objects to Hutchinson's method of calculating the
21 threshold. CenturyLink EQ's method for determining when a new POI must be
22 established is based on minutes, not physical DS1 counts, although 200,000 minutes
23 is roughly equivalent to one DS1. Hutchinson seeks to expand the threshold level
24 by a factor of three, thereby greatly reducing network efficiency. At a single DS1
25 (or 200,000 minutes) level, an efficient network design would move the traffic from
26

1 the Tandem to the End Office. It is unclear why Hutchinson objects to the 200,000
2 minute threshold for the CenturyLink EQ tandem at issue here, but in Issue No. 48,
3 which involves another party's tandem, Hutchinson has agreed to the 200,000
4 minute threshold.

5
6 Finally, CenturyLink EQ objects to Hutchinson inserting the word "notified,"
7 implying that Hutchinson has no responsibility for monitoring traffic levels, thus
8 requiring CenturyLink EQ to take full responsibility for monitoring both
9 CenturyLink EQ and Hutchinson's traffic. Hutchinson has same the responsibility
10 as CenturyLink EQ to monitor traffic exchanged to determine when a POI is
11 needed. These provisions should apply based on monitoring by Hutchinson as well
12 as by CenturyLink EQ, and thus no notification by CenturyLink EQ should be
13 required to trigger the need for an additional POI at an End Office.

14
15 **Issue No. 32**

16
17 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 32.**

18 A. Issue No. 32 concerns CenturyLink EQ language intended to limit indirect
19 interconnection costs and transit charges.

20
21 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

22 A. CenturyLink EQ proposes the following language:

23 Notwithstanding any other provision to the contrary, if either Party is
24 assessed transiting costs by a third party and such charges associated with

1 a single traffic exchange route between the Party and the Tandem owner
2 exceed two hundred dollars (\$200.00) for one month, CLEC must
3 establish a POI with CenturyLink's End Office for the mutual exchange of
4 traffic within thirty (30) Days
5

6 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

7 A. Hutchinson proposes to delete the CenturyLink EQ language in its entirety.

8
9 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S DELETION**
10 **OF THIS LANGUAGE?**

11 A. CenturyLink EQ believes this language is necessary to limit indirect
12 interconnection costs/transit traffic charges that CenturyLink EQ would incur and to
13 encourage direct interconnection where it would provide for the efficient use of the
14 parties' networks and thus reduce costs for both parties.

15
16 **Issue No. 33**

17
18 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 33.**

19 A. Issue No. 33 concerns language Hutchinson proposes to add to the POI threshold
20 language.

21
22 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING TO ADD?**

23 A. Hutchinson proposes to add the following:

24 c. Each Party is financially responsible for transport on its side of each
25 POI. If CLEC chooses to lease the facility from each POI to CLEC's
26 network from CenturyLink EQ and the facility is within CenturyLink
27 EQ's serving territory, CLEC will lease the facility from CenturyLink EQ

1 as defined Section 39.9, Network Interconnection Methods for Direct
2 Interconnection.
3

4 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
5 **LANGUAGE?**

6 A. CenturyLink EQ opposes Hutchinson's proposed language, as it is already included
7 in both parties' proposed language in section 39.6 (Issue 37) of the agreement,
8 although, as will be discussed in Issue No. 37, CenturyLink EQ's proposed
9 language clarifies that a non-standard method of interconnection, using the BFR
10 process, may lead to alternative financial arrangements. Hutchinson's language
11 does not include this restriction. Rather than introducing incomplete language
12 addressing the parties' financial responsibilities in the POI threshold section of the
13 agreement, this issue is more appropriately addressed in section 39.6.

14
15 **Issue No. 34**

16
17 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 34.**

18 A. Issue No. 34 concerns the parties' ability to mutually agree to establish additional
19 POIs.

20
21 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

22 A. CenturyLink EQ proposes the following language:

23 The Parties may mutually agree to establish additional POIs even where
24 none of the conditions set forth in Sections 38.5.3 and 38.5.4 of this
25 Article has occurred.

1

2 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

3 A. Hutchinson proposes the following language:

4 The Parties may mutually agree to establish additional **POIs trunk groups**
5 even where none of the conditions set forth in Sections ~~38.5.3~~ and ~~38.5.4~~
6 of this ~~Article~~ **Part** has occurred.
7

8 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
9 **LANGUAGE?**

10 A. CenturyLink EQ again objects to Hutchinson's replacement of "POI" with "trunk
11 group" in an attempt to shift transport costs to CenturyLink EQ and move the POI
12 to the point where the two parties' networks physically meet.

13
14 CenturyLink EQ further objects to leaving the section references blank as the
15 section references are correct as proposed by CenturyLink EQ.

16
17 **Issue No. 35**

18
19 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 35.**

20 A. Issue No. 35 concerns trunking requirement language Hutchison is proposing to add
21 to the Points of Interconnection section of the agreement.

22
23 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING TO ADD?**

24 A. Hutchinson proposes adding the following language:

1 Non-Access Telecommunications Traffic. The existing Local
2 Interconnection Trunk Group(s) in place between the Parties are
3 bi-directional two-way groups for the exchange of Non Access
4 Telecommunications Traffic. Should additional groups be required for this
5 traffic, The Parties agree to establish bi-directional two-way trunk groups.
6

7 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
8 **LANGUAGE?**

9 A. As will be discussed in Issue No. 54, CenturyLink EQ already has agreed to put
10 Hutchinson's first sentence in its proposed language in the Signaling and
11 Interconnection Trunking Requirements section of the agreement (Section 44)
12 where the issue of two-way trunks, as expressed in Hutchinson's second sentence,
13 is already addressed. CenturyLink EQ does not see a reason to add this language to
14 the Points of Interconnection section of the agreement since the added language
15 does not address the establishment of POIs. Hutchinson's proposed heading of
16 "Non-Access Telecommunications Traffic," is also misleading since, under this
17 agreement, POIs are established and used for other types of traffic, such as Toll
18 VoIP-PSTN Traffic.

19
20 **Issue No. 36**

21
22 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 36.**

23 A. Issue No. 36 has to do with language Hutchinson is proposing to add regarding
24 Switched Access Traffic.

25

1 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING TO ADD?**

2 A. Hutchinson proposes to add the following:

3 Switched Access Traffic. Should either Party elect to terminate Switched
4 Access Traffic directly to the other Party's network, the Party making that
5 election must order Switched Access services pursuant to the other Party's
6 access tariffs.
7

8 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
9 **LANGUAGE?**

10 A. This language does not belong in the Points of Interconnection section of the
11 agreement since the added language does not address the establishment of POIs. In
12 addition, this language is unnecessary since the parties have agreed that switched
13 access traffic will not be exchanged under this agreement. Finally, as was discussed
14 in Issue No. 13, there is a disagreement between the parties regarding whether Toll
15 VoIP-PSTN Traffic is Switched Access. Under Hutchinson's proposed language,
16 Toll VoIP-PSTN Traffic cannot be exchanged over the interconnection trunks, and
17 Hutchinson would require CenturyLink EQ to order/use Feature Group D trunks to
18 exchange Toll VoIP-PSTN Traffic as Switched Access Traffic. As I noted in the
19 Issue No. 13 discussion, this position is contrary to the FCC's statements in the
20 Connect America Order.

21
22 **Issue No. 37**

23
24 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 37.**

1 A. Issue No. 37 has to do with a CLEC's financial obligations when a non-standard
2 form of interconnection is established through the BFR process.

3

4 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

5 A. CenturyLink EQ proposes the following language:

6 Provided that CLEC chooses a method of interconnection in Sections
7 39.9.1 and 39.9.3, each Party is financially responsible for transport on its
8 side of each POI. If CLEC chooses to lease the facility from each POI to
9 CLEC's network from CenturyLink and the facility is within
10 CenturyLink's serving territory, CLEC will lease the facility from
11 CenturyLink as defined Sections 39.9.1 and 39.9.3. Network
12 Interconnection Methods for Direct Interconnection. When CLEC uses the
13 BFR process to establish a POI the CLEC shall bear all reasonable costs
14 associated with transport on both sides of the POI to reach CenturyLink's
15 End Office/Control Office Switch or Tandem Switch.

16

17 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

18 A. Hutchinson proposes to modify the CenturyLink EQ language as follows:

19 ~~Provided that CLEC chooses a method of interconnection in Sections~~
20 ~~39.9.1 and 39.9.3, each Party is financially responsible for transport on its~~
21 ~~side of each POI. If CLEC chooses to lease the facility from each POI to~~
22 ~~CLEC's network from CenturyLink and the facility is within~~
23 ~~CenturyLink's serving territory, CLEC will lease the facility from~~
24 ~~CenturyLink as defined Sections 39.9.1 and 39.9.3. Network~~
25 ~~Interconnection Methods for Direct Interconnection. When CLEC uses the~~
26 ~~BFR process to establish a POI the CLEC shall bear all reasonable costs~~
27 ~~associated with transport on both sides of the POI to reach CenturyLink's~~
28 ~~End Office/Control Office Switch or Tandem Switch.~~

29

30 **Q. PLEASE PROVIDE SOME BACKGROUND FOR THIS ISSUE?**

31 A. Hutchinson seeks to connect with CenturyLink EQ at Glencoe, Minnesota, in a
32 remote central office. A remote central office contains no intelligent switching

1 equipment and instead provides line side connections for customer loops and an
2 umbilical connection to a host switch, where all of the switching activity takes
3 place. In this case, the host switch for Glencoe is located in Osseo, Minnesota,
4 approximately 44 miles away.

5
6 **Q. WHY IS HUTCHINSON PROPOSING TO INTERCONNECT AT THE**
7 **GLENCOE REMOTE?**

8 A. In combination with its other positions in this matter, it appears that Hutchinson
9 wishes to connect at Glencoe in order to avoid transporting its traffic, or paying
10 CenturyLink EQ to transport its traffic, to the actual switching location at the Osseo
11 host switch. Hutchinson's positions would also allow it to avoid paying
12 CenturyLink EQ for the transport required to establish a POI at the Osseo tandem
13 switch, which is required to exchange other traffic, such as transit traffic. Under
14 Hutchinson's proposal, it would be providing the transport from its switch in
15 another ILEC's territory to the Glencoe remote (approximately 14 miles, of which
16 only 7.5 miles is within CenturyLink EQ's territory) while CenturyLink EQ would
17 be responsible for the 44 miles of transport from Glencoe to Osseo, in addition to
18 all the transport on the CenturyLink EQ side of the POI at Osseo to other offices
19 subtending those host and tandem switches.

1 **Q. IS THE INTERCONNECTION ARRANGEMENT HUTCHINSON IS**
2 **REQUESTING A STANDARD CENTURYLINK EQ PRODUCT**
3 **OFFERING?**

4 A. No. What Hutchinson is requesting is not one of the standard methods for
5 establishing a Point of Interconnection (“POI”) that CenturyLink EQ offers.
6 Hutchinson wishes to interconnect with CenturyLink EQ in a non-standard manner
7 at a remote central office and to then force CenturyLink EQ to incur the vast
8 majority of costs associated with the transport network that both carriers will utilize
9 for the exchange of traffic. In other words, Hutchinson expects CenturyLink EQ to
10 shoulder the cost of transporting traffic between the parties’ networks, minimizing
11 Hutchinson’s proper share of the transport obligations associated with the unique
12 type of interconnection that Hutchinson seeks.

13
14 **Q. HAS CENTURYLINK EQ DEVELOPED A PROPOSAL TO ALLOW**
15 **HUTCHINSON TO INTERCONNECT AT THE GLENCOE REMOTE?**

16 A. Yes. After evaluating Hutchinson’s unique interconnection request as a part of its
17 BFR process, CenturyLink EQ offered Hutchinson a non-standard arrangement that
18 would allow Hutchinson to connect with the Osseo Host and Tandem Switches
19 through a virtual collocation located at the Glencoe remote. Hutchinson would then
20 be required to pay its portion of the cost based rates for the transport from the
21 Glencoe remote location to the Osseo host switch. This would more fairly
22 apportion the costs associated with the transport network that both carriers will

1 utilize for the exchange of traffic. Alternatively, CenturyLink EQ offered its
2 standard interconnection alternatives that do not involve Glencoe and instead would
3 require Hutchinson to purchase or provide transport directly to the Osseo switches.
4 Hutchinson has rejected all of the CenturyLink EQ proposals.

5
6 **Q. DOES THE CENTURYLINK EQ BFR PROPOSAL REQUIRE**
7 **HUTCHINSON TO PAY FOR ALL OF THE TRANSPORT FROM THE**
8 **GLENCOE REMOTE TO THE OSSEO SWITCH?**

9 A. No. Non-disputed language in Section 43.2.5.3 of the agreement provides for the
10 parties to share the costs of entrance facilities and direct trunked transport based on
11 their relative usage of the facility. The relevant portion of the Section 43.2.5.3
12 reads as follows:

13 43.2.5.2.3 If the Parties elect to establish two-way Local
14 Interconnection Trunks for reciprocal exchange of traffic, the cost of the
15 two-way Local Interconnection Entrance Facility and DTT shall be shared
16 among the Parties.

17 43.2.5.2.3.1 CenturyLink will bill CLEC for the entire DTT and Local
18 Interconnection Entrance Facility provided by CenturyLink at the rates in
19 Table 1. CLEC will bill CenturyLink for CenturyLink's portion of the
20 same DTT and Local Interconnection Entrance Facility based on the
21 portion defined in 43.2.8.2.3.2 and at the rates in Table 1.

22
23 **Q. HUTCHINSON HAS ARGUED THAT WHAT IT IS REQUESTING IS**
24 **ACTUALLY A MEET POINT INTERCONNECTION ARRANGEMENT.**
25 **DO YOU AGREE?**

1 A. No. A meet point arrangement exists where two carriers mutually designate a point
2 where they exchange traffic.⁶ Such points of interconnection are typically located
3 at a point that imposes similar obligations on each carrier. CenturyLink EQ has
4 proposed language which outlines terms and conditions for its standard Mid-Span
5 Fiber Meet and Third Party ILEC Leased Facility options. What Hutchinson is
6 requesting would not constitute a meet point arrangement because it does not reflect
7 a mutually agreeable meet point such that both parties would have comparable
8 transport expense.

9
10 **Q. IS THE INTERCONNECTION ARRANGEMENT REQUESTED BY**
11 **HUTCHINSON CONSISTENT WITH THE FCC'S DESCRIPTION OF A**
12 **MEET POINT ARRANGEMENT?**

13 A. No. Such an arrangement is not consistent with how the FCC described meet point
14 arrangements in its First Report and Order. In paragraph 553 of the First Report
15 and Order the FCC discussed meet points as follows:⁷

16 In a meet point arrangement each party pays its portion of the costs to
17 build out the facilities to the meet point.

18
19 The FCC went on to explain:

20 New entrants will request interconnection pursuant to section 251(c)(2) for
21 the purpose of exchanging traffic with incumbent LECs. In this situation,

⁶ 47 C.F.R. § 51.5.

⁷ First Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 96-325 (Rel. August 8, 1996) (“*First Report and Order*”), ¶ 553.

1 the incumbent and the new entrant are co-carriers and *each gains value*
2 from the interconnection arrangement. Under these circumstances, it is
3 reasonable to require each party to bear a *reasonable portion* of the
4 economic costs of the arrangement. (Emphasis added).
5

6 **Q. HAS THE MINNESOTA COMMISSION PREVIOUSLY EXAMINED THE**
7 **ISSUE OF RESPONSIBILITY FOR TRANSPORT COSTS FOR THE TYPE**
8 **OF INTERCONNECTION ARRANGEMENT HUTCHINSON IS**
9 **PROPOSING?**

10 A. Yes. In the 2009 arbitration between Charter Fiberlink and Qwest, the Commission
11 ruled that Charter carried the responsibility for paying for transport costs when its
12 interconnection arrangement caused Qwest to incur a disproportionate share of
13 transport costs.⁸ Specifically the Commission agreed with the following finding in
14 the Arbitrator's Report:

15 Because of the manner in which Charter has configured its
16 network, it will face additional switching costs to terminate Qwest
17 originated traffic, but it will not face much in the way of additional
18 transport costs (other than the distance from the POI to its switch). Qwest,
19 on the other hand, will face additional costs for both transport and
20 termination of traffic originated on Charter's network. Use of a bill-and-
21 keep method for transport, as advocated by Charter, would require Qwest
22 to forego compensation for its more substantial transport costs. In this
23 situation, reciprocal billing for transport of the other party's traffic is a
24 more fair and reasonable method of recovering these costs.⁹
25

⁸ *In the Matter of the Petition of Charter Fiberlink for Arbitration of an Interconnection Agreement with Qwest Pursuant to 47 USC §252 (b)*, Docket P-5535, 421/M-08-952, Order Resolving Interconnection Issues and Requiring Filed Interconnection Agreement, pp. 9-11 (July 10, 2009).

⁹ *In the Matter of the Petition of Charter Fiberlink for Arbitration of an Interconnection Agreement with Qwest Pursuant to 47 USC §252 (b)*, Docket P-5535, 421/M-08-952, Arbitrator's Report at par. 89.

1 **Q. PLEASE SUMMARIZE CENTURYLINK EQ'S POSITION ON THIS**
2 **ISSUE?**

3 A. Parties may agree to physically connect their networks at a variety of technically
4 feasible locations. CenturyLink EQ's proposed language both recognizes that fact
5 and then provides for a fair and reasonable apportionment of the costs of
6 interconnection. CenturyLink EQ has standard interconnection offerings which are
7 associated with its proposed language regarding financial responsibility and POI
8 requirements. For non-standard methods of interconnection, CenturyLink EQ's
9 language appropriately recognizes different financial responsibilities may apply. In
10 this issue, Hutchinson proposes to delete CenturyLink EQ language which clarifies
11 that a non-standard method of interconnection, using the BFR process, may lead to
12 alternative financial arrangements. This additional language is necessary to ensure
13 that for non-standard interconnection arrangements a CLEC shall bear all
14 reasonable costs associated with transport to reach CenturyLink EQ's End
15 Office/Host Office Switch or Tandem Switch. Hutchinson's proposed deletion
16 should be rejected, as it would result in shifting the majority of the transport costs
17 on to CenturyLink EQ.

18
19 **Issue No. 38**

20
21 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 38.**

1 A. This dispute concerns CenturyLink EQ proposed language which requires
2 establishing a Common Language Location Identifier (“CLLI”) for the Access
3 Customer Terminal Location (“ACTL”) at the CenturyLink EQ switch where the
4 interconnection trunks terminate.

5
6 **Q. WHAT IS CENTURYLINK EQ’S PROPOSED LANGUAGE?**

7 A. CenturyLink EQ proposes the following language:

8 CLEC shall be required to establish a CLLI Code for the message/switch
9 ACTL, at the CenturyLink tandem or End Office switch where the
10 Interconnection trunk terminates.

11

12 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

13 A. Hutchinson proposes to delete this language in its entirety.

14

15 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON’S**
16 **DELETION?**

17 A. This language is fundamental to CenturyLink EQ’s POI language, as the ACTL,
18 which describes the POI Common Language Location Identifier (“CLLI”), is
19 established at the CenturyLink EQ switch. Hutchinson does not object to
20 establishing an ACTL code, its objection is to establishing the POI at the end office
21 or tandem switch. The issue of establishing POI was previously addressed in the
22 discussion of Issue Nos. 26 and 27. CenturyLink EQ’s language provides for the
23 establishment of the POIs in such a manner as to ensure that each party pays its fair

1 share of the interconnection costs of the two networks and that the POI is on
2 CenturyLink EQ's network.

3
4 **Issue No. 39**

5
6 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 39.**

7 A. Issue No. 39 concerns the description of the Mid Span Fiber Meet method of
8 interconnection offered by CenturyLink EQ. This issue is related to Issue No. 8
9 which involved the definition of Mid Span Fiber Meet.

10
11 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

12 A. CenturyLink EQ proposes the following language:

13 The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable,
14 economically and technically feasible point between CenturyLink's
15 Serving Wire Center End Office and CLEC's Premises, and will be within
16 the CenturyLink Local Calling Area.

17

18
19 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

20 A. Hutchinson proposes to delete the CenturyLink EQ language and replace it with the
21 following language:

22 A Mid Span Fiber Meet is a form of Meet Point Interconnection
23 Arrangement where fiber optic facilities are spliced at Meet Point which is
24 logically located between the Parties' premises.

25

1 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
2 **LANGUAGE?**

3 A. Mid Span Fiber Meet is the standard method that CenturyLink EQ uses to provide a
4 network connection at a "Meet Point", thus making Hutchinson's added definition
5 (Issue No. 7) and reference to the additional term in this added language
6 unnecessary. In addition, the Hutchinson language eliminates important limitations
7 to the location of the meet point. The CenturyLink EQ language requires that the
8 meet point be at a mutually agreeable location, thus providing some assurance that
9 each party bears a reasonable portion of the economic costs of the arrangement as
10 contemplated by the FCC. The CenturyLink EQ language also requires that the
11 meet point be within the CenturyLink EQ local calling area, thus not requiring
12 CenturyLink EQ to provide facilities outside of the serving area of the POI switch.
13 Hutchinson's only qualification as to the location of the meet point is that it be
14 "logically" located, a rather broad and ambiguous term. For these reasons,
15 Hutchinson's revisions to the CenturyLink EQ language create ambiguity rather
16 than clarity and should be rejected.

17
18 **Issue No. 40**

19
20 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 40.**

1 A. Issue No. 40 concerns CenturyLink EQ language specifying that construction of
2 new facilities for a Mid Span Fiber Meet is only required when the traffic between
3 the parties is roughly balanced. Hutchinson has proposed to strike this language.

4
5 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

6 A. CenturyLink EQ proposes the following language:

7 The construction of new facilities for a Mid Span Fiber Meet is only
8 applicable when traffic is roughly balanced.
9

10 **Q. WHY DOES CENTURYLINK EQ BELIEVE THIS LANGUAGE IS**
11 **NECESSARY?**

12 A. Technical feasibility is not the only consideration in establishing a meet point. As
13 was discussed earlier, the FCC's concept of a meet point is that each party bears a
14 reasonable portion of the economic costs of the arrangement. Forcing
15 CenturyLink EQ to build new facilities for traffic that that could be predominately
16 CLEC originated traffic would force CenturyLink EQ to bear an unreasonable
17 portion of the cost for the new meet point facilities. CenturyLink EQ, as shown in
18 its BFR proposal, is prepared to work in good faith with any CLEC to negotiate
19 meet points that are not only technically feasible, but also mutually agreed upon and
20 with appropriate and reasonable sharing of costs for each party.

21
22 **Issue No. 41**

23
24 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 41.**

1 A. Issue No. 41 concerns CenturyLink EQ proposed language limiting the percentage
2 of facilities to be provided by CenturyLink EQ to connect the parties' networks in a
3 Mid Span Fiber Meet interconnection arrangement. Hutchinson proposes to delete
4 the CenturyLink EQ language in its entirety.

5
6 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

7 A. CenturyLink EQ proposes the following language:

8 CenturyLink will provide up to fifty percent (50%) of the facilities needed
9 to connect the networks of the Parties, or to CenturyLink's exchange
10 boundary, whichever is less.
11

12 **Q. WHY DOES CENTURYLINK EQ BELIEVE THIS LANGUAGE IS**
13 **NECESSARY?**

14 A. As was discussed in the previous issues regarding Mid Span Fiber Meet, the FCC's
15 concept of a meet point is that each party bears a reasonable portion of the
16 economic costs of the arrangement. Forcing CenturyLink EQ to build more than
17 50% of the meet point facility, or even to build beyond its exchange boundary,
18 would force CenturyLink EQ to bear an unreasonable portion of the cost of the
19 meet point facilities.

20
21 **Issue No. 42**

22
23 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 42.**

1 A. Issue No. 42 concerns provisions related to the use of a Third Party ILEC Meet
2 Point arrangement.

3

4 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

5 A. CenturyLink EQ proposes the following language:

6 Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to
7 interconnect with CenturyLink using a third party ILEC Meet-Point
8 arrangement (i.e., leased switched access facilities jointly provisioned by
9 CenturyLink and a third party ILEC), then any portion of such facilities
10 provided by CenturyLink will be ordered from CenturyLink's access
11 Tariff.

12

13 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

14 A. Hutchinson proposes the following language:

15 Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to
16 interconnect with CenturyLink EQ using a third party ILEC Meet-Point
17 arrangement (i.e., leased switched access facilities jointly provisioned by
18 CenturyLink EQ and a third party ILEC), ~~then any portion of such~~
19 ~~facilities provided by CenturyLink EQ will be ordered from CenturyLink~~
20 ~~EQ's access Tariff. [the] POI shall be at the third party Meet Point,~~
21 ~~and each Party is responsible for its costs on its side of the POI.~~

22

23 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S PROPOSED**
24 **CHANGES?**

25 A. Consistent with Section 251(c)(2)(B) of the Telecommunications Act, the POI
26 should be on CenturyLink EQ's network. Hutchinson's added language would
27 inappropriately move the POI to a third party's network. By redefining the location
28 of the POI to be outside of CenturyLink EQ's network and on the network of

1 another provider, Hutchinson seeks to have CenturyLink EQ pay for the cost of
2 Hutchinson's portion of the transport, a position made clear by the addition of the
3 final sentence regarding financial responsibilities of the parties.

4
5 If Hutchinson chooses to use a third party ILEC for part of the transport needed to
6 establish the POI on CenturyLink EQ's network, then it is Hutchinson's financial
7 responsibility to purchase that transport facility up to CenturyLink EQ's switch.
8 There are many competitive providers that can offer this transport to Hutchinson. If
9 Hutchinson chooses to use CenturyLink EQ, then the method by which
10 CenturyLink EQ provides its portion of that transport is through purchase of Jointly
11 Provided Switched Access transport. This requires a CLEC to order a Jointly
12 Provided Access facility from both CenturyLink EQ and the other ILEC that is
13 provisioned from the CLEC location, through the Third Party ILEC's Tandem end
14 office, and then over the common facilities that ILEC has with the subtending
15 CenturyLink EQ switch. This method establishes the POI at CenturyLink EQ's
16 switch.

17
18 **Issue No. 43**

19
20 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 43.**

21 A. Issue No. 43 concerns language related to the CenturyLink EQ BFR process.

22
23 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

1 A. CenturyLink EQ proposes the following language:

2 The parties may establish, through negotiations, other Technically
3 Feasible methods of Interconnection via the Bona Fide Request (BFR)
4 process unless a particular arrangement has been previously provided to a
5 third party, or is offered by CenturyLink as a product.
6

7 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

8 A. Hutchinson proposes to revise the CenturyLink EQ language as follows:

9 The parties may establish, through negotiations, other Technically
10 Feasible methods of Interconnection via the Bona Fide Request (BFR)
11 process ~~unless~~. **If a substantially similar particular arrangement has been**
12 **previously provided to a third party, or is offered by CenturyLink as a**
13 **product, such arrangement will be made available to CLEC through**
14 **normal ordering and provisioning processes and not subject to the**
15 **BFR process**
16

17 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
18 **LANGUAGE?**

19 A. Hutchinson's introduction of the term "substantially similar" is unnecessarily vague
20 and is not a proper basis for requiring the use of "normal" processes.
21 CenturyLink EQ cannot create standard ordering and provisioning processes to
22 accommodate every type of network interconnection method a CLEC might
23 possibly request. Rather, CenturyLink EQ has established such "normal" processes
24 to handle standard offerings which are outlined in the agreement. The BFR process
25 is used to handle non-standard requests and a part of that process is to determine if
26 the request is in fact an arrangement that has been provided in the past. A
27 "substantially similar" request which has specific differences from the standard

1 offerings is properly handled as a BFR as there will likely need to be one-time,
2 possibly manual, processes created to provision and bill the requested BFR.

3

4 **Issue No. 44**

5

6 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 44.**

7 A. Issue No. 44 concerns the offer CenturyLink EQ made to Hutchinson to
8 interconnect at the Glencoe remote, discussed above in Issue No. 37 and below in
9 Issue No. 77.

10

11 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

12 A. CenturyLink EQ proposes the following language:

13 Consistent with the BFR process, the Parties agree to establish a POI at
14 CenturyLink's Osseo Switch as described in Attachment 1
15

16 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

17 A. Hutchinson has deleted the language apparently because it has rejected
18 CenturyLink EQ's interconnection proposal.

19

20 **Q. WHY HAS CENTURYLINK EQ INCLUDED THE LANGUAGE IN THE**
21 **AGREEMENT?**

22 A. As discussed earlier, in response to Hutchinson's request for a non-standard method
23 of interconnection during negotiation, CenturyLink EQ followed the BFR process
24 and developed a solution to meet Hutchinson's needs. This non-standard

1 interconnection arrangement would require establishing a POI at the Osseo Tandem
2 Switch and possibly the Osseo Host Switch, depending on the volume of traffic.

3
4 CenturyLink EQ proposed this technically feasible solution to Hutchinson, and it
5 was rejected by Hutchinson. CenturyLink EQ is willing to withdraw the proposed
6 language but does not agree that what Hutchinson has requested for Glencoe/Osseo
7 conforms to one of the standard methods to establish a POI that CenturyLink EQ
8 provides for in the agreement or for which it has developed ordering/billing
9 processes.

10
11 **Issue No. 45 – Settled**

12
13 **Issue No. 46**

14
15 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 46.**

16 A. Issue No. 46 concerns the responsibilities of the parties for indirect network
17 connections.

18
19 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

20 A. CenturyLink EQ is proposing the following language:

21 A Party choosing Indirect Network Connection to route its Non-Access
22 Telecommunications Traffic, Toll VoIP- PSTN Traffic and IntraLATA
23 LEC Toll Traffic, to a third party ILEC tandem provider for termination to
24 the other Party is solely responsible for all associated transit charges, until
25 the cost exceeds the amount in Section 42.4. Should either Party wish to
26 exchange traffic under this Agreement through a third party provider other
27 than a third party ILEC tandem provider currently being used by the

1 Parties for the exchange of traffic, that Party will request an amendment to
2 this Agreement.
3

4 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

5 A. Hutchinson proposes the following language:

6 Indirect Network Connection shall be accomplished by CenturyLink and
7 CLEC each being responsible for delivering Local Traffic to and receiving
8 Local Traffic at the ILEC Tandem serving the CenturyLink End Office.
9 Each Party acknowledges that it is the originating Party's responsibility to
10 enter into transiting arrangements with the third party providing the transit
11 services. Each Party is responsible for the facilities to the ILEC Tandem,
12 and for the appropriate sizing, operation, and maintenance of the transport
13 facility to the Tandem. A Party choosing to route its Non-Access
14 Telecommunications Traffic to a third party transit service provider for
15 termination to the other Party is solely responsible for all associated third
16 party transit charges.
17

18 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
19 **LANGUAGE?**

20 A. CenturyLink EQ's language makes it clear that the originating party is responsible
21 for any transit charges it incurs by choosing to use a third party ILEC's tandem for
22 indirect interconnection. Further, CenturyLink EQ's language limits this obligation
23 based on a cost limit as outlined in Section 42.4. Finally, Hutchinson's language
24 shifts transport costs to CenturyLink EQ. If Hutchinson chooses to use a third party
25 ILEC's network for Indirect Network Connection, then it is Hutchinson's financial
26 responsibility to purchase that transport facility up to CenturyLink EQ's exchange
27 boundary.
28

1 CenturyLink EQ has not agreed to the use of a third party tandem provider, other
2 than a third party ILEC tandem provider which serves the CenturyLink end office,
3 for Indirect Network Connection. CenturyLink EQ does not currently exchange
4 Local Traffic with such a provider. Thus CenturyLink EQ proposed in its language
5 that an amendment would be needed to outline the requirements and responsibilities
6 of each party in such a situation. CenturyLink EQ does not agree that Hutchinson's
7 single requirement (that the selecting Party absorb associated transit charges) is
8 sufficient, as both parties would have to "select" that indirect route if it was selected
9 by the CLEC as the only connection to CenturyLink EQ.

10
11 **Issue No. 47**

12
13 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 47.**

14 A. Issue No. 47 concerns language Hutchinson proposes to add concerning the
15 financial responsibilities of the parties for interconnection at a meet point.

16
17 **Q. WHAT IS HUTCHINSON'S PROPOSED LANGUAGE?**

18 A. Hutchinson proposes the following language:

19 Other terms in this Agreement notwithstanding, when CLEC uses a Meet
20 Point Interconnection Arrangement to establish a Direct Connect to a
21 CenturyLink Switch, each Party is financially responsible for its' costs on
22 its side of the POI and the billing elements for interconnection facilities
23 (i.e., Local Interconnection Entrance Facilities, Section 43.2.5.1, and
24 Direct Trunked Transport, Section 43.3.5.2) do not apply.
25

1 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
2 **LANGUAGE?**

3 A. CenturyLink EQ objects to the language for a number of reasons. First, this
4 language concerns Direct Interconnection and does not properly belong in this
5 portion of the agreement which concerns Indirect Network Connection. Second,
6 CenturyLink EQ does not agree to include Hutchinson's term Meet Point
7 Interconnection Arrangement (see Issue No. 7). Finally, as discussed in Issue
8 No. 42, if Hutchinson chooses Direct Interconnection using Third Party ILEC Meet
9 Point Leased Facility for the transport needed to establish the POI on CenturyLink
10 EQ's network, then it is Hutchinson's financial responsibility to purchase that
11 transport facility up to CenturyLink EQ's switch. Hutchinson seeks to have
12 CenturyLink EQ pay for the cost of Hutchinson's portion of the transport by
13 redefining the location of the POI to be outside of CenturyLink EQ's network at the
14 Third Party ILEC's Tandem.

15
16 **Issue No. 48**

17
18 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 48.**

19 A. This dispute concerns a requirement that a POI be established at a CenturyLink EQ
20 end office once traffic reaches certain thresholds. This same issue as it pertains to
21 thresholds for traffic in a Direct Interconnection scenario, as opposed to the Indirect
22 Network context here, was discussed in Issue No. 31.

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Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?

A. CenturyLink EQ proposes the following language:

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 CenturyLink's End Office for the mutual exchange of traffic 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.

Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?

A. Hutchinson proposes the following language:

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~~ **order a POI trunk group to** ~~with~~ CenturyLink's End Office for the mutual exchange of traffic 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.

Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S LANGUAGE?

A. As discussed previously, CenturyLink EQ again rejects Hutchinson's attempt to shift cost responsibility to CenturyLink EQ by the replacement of "POI" with "trunk group."

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Issue No. 49 – Settled

Issue No. 50

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 50.

A. This issue concerns ramifications if new POIs are not established consistent with the triggers discussed in Issue Nos. 48 and 49.

Q. WHAT IS CENTURYLINK EQ’S PROPOSED LANGUAGE?

A. CenturyLink EQ proposes the following language:

CenturyLink 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.

Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?

A. Hutchinson proposes the following language:

CenturyLink 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 also reimburse CenturyLink for any transport costs that would be CLEC’s responsibility under the Direct Interconnection terms.~~

Q. WHY DOES CENTURYLINK EQ OBJECT TO HUTCHINSON’S LANGUAGE?

- 1 A. CenturyLink EQ objects to the deletion of language requiring reimbursement of
2 transit and transport costs. This language provides a necessary incentive to insure
3 that the additional POI or POIs are established.

4

5 **Issue No. 51**

6

7 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 51.**

- 8 A. Issue No. 51 has to do with the declaration of Percentages of Local Use factors for
9 traffic routed through a third party ILEC's tandem.

10

11 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

- 12 A. CenturyLink EQ proposes the following language:

13 To the extent a Party combines Non-Access Telecommunications Traffic,
14 IntraLATA LEC Toll Traffic, Toll VoIP-PSTN Traffic and Jointly
15 Provided Switched Access Service Traffic on a single trunk group for
16 indirect delivery through a third party's Tandem, the originating Party, at
17 the terminating Party's request, will declare quarterly Percentages of Local
18 Use (PLUs). CenturyLink will determine the jurisdiction of a call if
19 CenturyLink has sufficient call details.
20

21 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

- 22 A. Hutchinson proposes the following language:

23 To the extent a Party ~~combines~~ **routes** ~~Non-Access Telecommunications~~
24 **Local** Traffic, IntraLATA LEC Toll Traffic, Toll VoIP-PSTN Traffic and
25 **Non Switched Access** ~~Jointly Provided Switched Access Service~~ Traffic
26 ~~on a single trunk group for~~ **to the other party for** indirect delivery
27 through a third party's Tandem, the originating Party, at the terminating
28 Party's request, will declare quarterly Percentages of Local Use (PLUs).
29 ~~CenturyLink~~ **Each party** will determine the jurisdiction of a call

1 **terminated to its network provided that party has if CenturyLink**
2 sufficient call details.
3

4 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON’S CHANGES?**

5 A. CenturyLink EQ objects to Hutchinson’s addition of the undefined term ‘Non
6 Switched Access Traffic.’ This addition is confusing because Non Switched
7 Access Traffic would include both Local Traffic, IntraLATA LEC Toll Traffic and
8 Toll VoIP-PSTN Traffic that were already included in the clause. “Non Switched
9 Access Traffic” also does not appropriately account for the defined term “Jointly
10 Provided Switched Access” which can be carried over the interconnection trunks.
11 Finally, Hutchinson’s deletion of “single trunk group” is unnecessary since the
12 agreed upon types of traffic would be combined on a common trunk group since it
13 is indirect traffic coming from a third party ILEC tandem provider.

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VIII. INTERCARRIER COMPENSATION

16 **Issue No. 52 – Settled**

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Issue No. 53 – Settled

19
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IX. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS

21 **Issue No. 54**

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23

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 54.

1 A. Issue No. 54 concerns trunk group requirements.

2

3 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

4 A. CenturyLink EQ proposes the following language:

5 The existing Local Interconnection Trunk Group(s) in place between the
6 Parties are bi-directional two-way groups. The Parties agree to establish
7 bi-directional two-way trunk groups for Local Traffic and IntraLATA
8 LEC Toll Traffic that has not been routed to an IXC and separate two-way
9 trunk groups for Jointly Provided Switched Access Traffic. Trunks will
10 utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency
11 (MF) signaling protocol may only be used where CLEC can demonstrate
12 that it is not technically feasible to use SS7 or where CenturyLink
13 otherwise agrees to use MF.

14

15 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

16 A. Hutchinson proposes the following language:

17 The ~~existing~~ Local Interconnection Trunk Group(s) in place between the
18 Parties are bi-directional two-way groups. The Parties agree to establish
19 bi-directional two-way trunk groups for **combined** Local Traffic and
20 IntraLATA LEC Toll Traffic that has not been routed to an IXC and
21 ~~separate two-way trunk groups for~~ Jointly Provided Switched Access
22 Traffic. Trunks will utilize Signaling System 7 (SS7) signaling protocol.
23 ~~Multi-frequency (MF) signaling protocol may only be used where CLEC~~
24 ~~can demonstrate that it is not technically feasible to use SS7 or where~~
25 ~~CenturyLink otherwise agrees to use MF.~~

26

27 **Q. WHY DOES CENTURYLINK EQ OBJECT TO HUTCHINSON'S**
28 **PROPOSED CHANGES?**

29 A. Hutchinson is striking language that, while it may not be needed for Hutchinson
30 given its current network and the way it currently handles IXC traffic, is necessary
31 for other carriers who may choose to opt into this agreement. Hutchinson argues

1 that a separate trunk group should not be required for JPSA traffic, yet IXC traffic
2 originated from or terminating to Hutchinson goes through the Onvoy tandem and
3 would not be carried on these interconnection trunks.¹⁰ Thus Hutchinson would not
4 be affected by this requirement and would not establish a separate two-way trunk
5 group for Jointly Provided Switched Access Traffic. Hutchinson is thus seeking a
6 change from the standard language and provisioning/billing processes that
7 CenturyLink EQ has established with all other CLECs for a type of traffic that they
8 have represented they will not be exchanging through CenturyLink EQ's tandem.
9 The single trunk group that Hutchinson's language would require has not been used
10 by CenturyLink EQ with any CLEC and would result in recording/billing issues
11 given the manner in which CenturyLink EQ's billing process is designed.
12 Hutchinson also argues that the language regarding Multi Frequency signaling is
13 unnecessary, apparently because its network is all SS7. In that case, the language
14 has no impact on Hutchinson, but could be important to a carrier opting into the
15 agreement who did have MF signaling.

16
17 **Issue No. 55 – Settled**

18
19 **Issue No. 56 - Settled**

20
21 **Issue No. 57**

22

¹⁰ Hutchinson Responses to CenturyLink EQ First Set of Information Requests, Request No. 18.

1 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 57.**

2 A. Issue No. 57 concerns the transitioning of previously established trunks to bi-
3 directional trunks.

4
5 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

6 A. CenturyLink EQ proposes the following language:

7 With respect to any two-way trunks directionalized as one-way in each
8 direction and separate one-way trunks for local services previously
9 established between the Parties, the Parties will transition such trunks to
10 bi-directional trunks in accordance with the following: **a.** The Parties
11 understand that conversion of trunking arrangements from directionalized
12 to bi-directional requires technical and operational coordination between
13 the Parties. Accordingly, the Parties agree to work together to develop a
14 plan to identify processes, guidelines, specifications, time frames and
15 additional terms and conditions necessary to support and satisfy the
16 standards set forth in the Agreement and implement the conversion of
17 trunking arrangements (the "Conversion Plan"). **b.** The Conversion Plan
18 will identify all trunks to be converted from directionalized to bi-
19 directional arrangements.
20

21 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

22 A. Hutchinson proposes to omit the CenturyLink EQ language in its entirety.

23
24 **Q. WHY IS CENTURYLINK EQ OPPOSED TO OMITTING THIS**
25 **LANGUAGE?**

26 A. This is standard practice for all CLECs to convert to two-way bi-directional
27 trunking, which is more efficient from a network perspective. In fact, Hutchinson
28 has indicated that its existing trunking is all two-way and both parties have reflected

1 that in their proposed language in Issue No. 54. While this language would
2 therefore not apply to Hutchinson, it is necessary for other carriers who may opt
3 into this agreement.

4
5 In addition, it should be noted that Hutchinson has incorrectly described
6 CenturyLink EQ's agreement to remove this paragraph, stating that the issue is
7 resolved. CenturyLink EQ disagrees, as our agreement was tied to Hutchinson's
8 acceptance of the CenturyLink EQ proposals in Issues Nos. 35 and 54. Both of
9 those issues remain open, and thus CenturyLink EQ still believes this language is
10 necessary.

11
12 **X. TRUNK FORECASTING**

13 **Issue No. 58 - Settled**

14
15 **Issue Nos. 59 – 61**

16
17 **Q. PLEASE EXPLAIN DISPUTED ISSUE NOS. 59 - 61.**

18 A. Issues 59 – 61 concern CenturyLink EQ proposed language regarding the
19 consequences of over-forecasting trunk requirements. Hutchinson originally
20 proposed to delete this language in its entirety.

21
22 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE AT DISPUTE**
23 **IN ISSUE NO. 59?**

1 A. CenturyLink EQ proposes the following language:

2 In the event that CLEC over-forecasts its trunking requirements by twenty
3 percent (20%) or more, and CenturyLink acts upon this forecast to its
4 detriment, CenturyLink may recoup any actual and reasonable expense it
5 incurs.
6

7 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE AT DISPUTE**
8 **IN ISSUE NO. 60?**

9 A. CenturyLink EQ proposes the following language:

10 The calculation of the twenty percent (20%) over-forecast will be based on
11 the number of DS1 equivalents for the total traffic volume to CenturyLink.
12

13 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE AT DISPUTE**
14 **IN ISSUE NO. 61?**

15 A. CenturyLink EQ proposes the following language:

16 Expenses will only be recouped for non-recoverable facilities that cannot
17 otherwise be used at any time within twelve (12) months after the initial
18 installation for another purpose including but not limited to: other traffic
19 growth between the Parties, internal use, or use with another party.
20

21 **Q. WHY DOES CENTURYLINK EQ BELIEVE THE LANGUAGE PROPOSED**
22 **IN ISSUES 59 - 61 IS NECESSARY?**

23 A. This language provides a necessary incentive to provide accurate trunk forecasts.
24 CenturyLink EQ believes that if it provisions unnecessary trunking based on an
25 inaccurate forecast by Hutchinson, Hutchinson should be held responsible for
26 expenses incurred by CenturyLink EQ as a result of the inaccurate forecast. The

1 language in Issue No. 61 ensures that expenses will only be recouped in cases where
2 CenturyLink EQ actually suffers financial harm as a result of over forecasting.
3 Should the over forecasting not lead to financial harm, no additional expenses will
4 be recouped.

5
6 **Q. HAS HUTCHINSON NOW REVISED ITS POSITION WITH REGARD TO**
7 **THESE ISSUES?**

8 A. Yes. Hutchinson has now said it is willing to accept the CenturyLink EQ language
9 for Issue Nos. 59 and 61 if CenturyLink EQ is willing to accept the following
10 language for Issue No. 60:

11 The calculation of CLEC over-forecasted capacity will be based on the
12 number of DS1 equivalents expressed as a percentage to the total capacity
13 of the facility cross-section. Example: A CLEC over-forecast of 10 DS1s
14 in a facility segment served by an OC3 (84 DS1s) equates to an
15 over-forecast of 11.9%.
16

17 **Q. IS CENTURYLINK EQ WILLING TO AGREE TO THIS LANGUAGE?**

18 A. No. The purpose of trunk forecasting is to provision sufficient trunk capacity to
19 handle actual traffic volumes. Hutchinson's proposed calculation language does not
20 describe how actual traffic volumes are used to determine the over-forecast
21 condition. By contrast, the CenturyLink EQ calculation is very straight forward and
22 is based on the number of DS1 equivalents for the total actual traffic volume.
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XI. LOCAL NUMBER PORTABILITY

Issue No. 62

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 62.

A. Issue No. 62 concerns the reassignment of telephone numbers in the Local Exchange Routing Guide (“LERG”).

Q. WHAT IS CENTURYLINK EQ’S PROPOSED LANGUAGE?

A. CenturyLink EQ proposes the following language:

Number Reassignment. The reassignment of an entire NXX or thousand block will be provided consistent with its respective industry guideline and appropriately reflected in the LERG.

Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?

A. Hutchinson proposes to modify the CenturyLink EQ language as follows:

LERG Reassignment. Portability for an entire NXX or thousands block shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.

Q. DOES CENTURYLINK EQ’S PROPOSAL MORE ACCURATELY REFLECT WHAT IS NECESSARY TO TRANSFER NUMBERING RESOURCES?

A. Yes. CenturyLink EQ’s alternate proposal more appropriately identifies that there are different guidelines that apply specifically to transferring NXX ten thousand

1 blocks and one thousand blocks. These guidelines are specific to separate number
2 administration responsibilities that are both overseen by the FCC.

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XII. TRANSIT TRAFFIC

5 Issue No. 63 - Settled

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Issue No. 64

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Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 64.

10 A. Issue No. 64 concerns the parties' responsibilities in situations where Transit
11 Traffic is blocked.

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Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?

14 A. CenturyLink EQ is proposing the following language:

15 In the event Transit Traffic routed by one Party to the other Party is
16 blocked by a third party, the Party to whom the Transit Traffic was routed
17 shall not unreasonably withhold providing commercially reasonable
18 assistance.
19

20 Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?

21 A. Hutchinson proposes the following language:

22 In the event Transit Traffic routed by one Party to the other Party is
23 blocked by a third party, ~~the Party to whom the Transit Traffic was routed~~
24 **CenturyLink agrees to accept a trouble ticket on the matter and** shall
25 not unreasonably withhold providing commercially reasonable assistance.
26

1 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
2 **LANGUAGE?**

3 A. This provision specifically describes what happens when a third party receiving
4 Transit Traffic blocks calls. The type of call that would be blocked by a third party
5 in this situation would be Hutchinson originated traffic that uses CenturyLink EQ's
6 tandem to reach that third party using CenturyLink EQ's Transit Service. In this
7 case, if CenturyLink EQ received a trouble ticket, it would review the
8 circumstances behind the call blocking, work with the third party if appropriate, and
9 close the ticket/refer the issue back to Hutchinson if the reason for blocking is a
10 disagreement between the third party and Hutchinson. However, with Hutchinson's
11 language insertion of "CenturyLink will accept the trouble ticket" Hutchinson seeks
12 to make CenturyLink EQ responsible for correcting the blocking with the third
13 party in order to close the trouble ticket. The issue is the difference between
14 "receive" and "accept" a trouble ticket. There is no need to add language to the
15 contract for trouble tickets, since CenturyLink EQ will always receive and
16 investigate any trouble tickets from its customers. CenturyLink EQ is willing to
17 provide assistance that is commercially reasonable, which would include receiving
18 a trouble ticket, but that does not include being the broker between Hutchinson and
19 a third party when the dispute is not technical in nature, but rather results from a
20 disagreement about type of traffic that is allowed or billing. Hutchinson's language
21 puts CenturyLink EQ in the position of being that broker.

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Issue No. 65

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 65.

A. Issue No. 65 involves CLEC responsibilities related to transit traffic.

Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?

A. CenturyLink EQ proposes the following language:

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-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.

Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?

A. Hutchinson proposes to eliminate this language in its entirety.

Q. WHY DOES CENTURYLINK EQ BELIEVE THIS LANGUAGE IS NECESSARY?

A. This language is necessary to clarify CLEC responsibilities for originating Transit Traffic. It correctly describes the application of Transit charges to the originating CLEC, in this case Hutchinson. The language also makes clear that, as a transit provider, CenturyLink EQ does not bear responsibility for any charges the terminating carrier may assess for this traffic. As the originating carrier,

1 Hutchinson is responsible for such charges and should indemnify CenturyLink EQ
2 for any such charges CenturyLink EQ may be assessed.

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Issue No. 66

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Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 66.

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A. Issue No. 66 involves language related to the provision of transit records.

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Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?

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A. CenturyLink EQ proposes the following language:

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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.

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Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?

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A. Hutchinson proposes the following language:

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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.~~ **Record charges must be filed with a rate with the MN PUC.**

28

Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S

29

LANGUAGE?

1 A. The only disagreement between Hutchinson and CenturyLink EQ is the final
2 sentence. Hutchinson appears to agree with CenturyLink EQ's proposal to charge
3 for records, however Hutchinson proposes a sentence that suggests there is a need
4 to separately file a rate with the MN PUC. CenturyLink EQ, in contrast, believes
5 that the Message Provisioning rate that would be included in Table 1 of the
6 agreement, and which is used for all other CLECs, will be approved by the
7 Commission with its approval of the interconnection agreement. CenturyLink EQ
8 sees no need for a separate filing of this particular rate with the PUC, nor does it
9 agree with Hutchinson's proposal which eliminates the name of the rate element,
10 Message Provisioning, included in Table 1.

11
12 **Issue No. 67**

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14 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 67.**

15 A. Issue No. 67 concerns actions to be taken when volumes of transit traffic exchanged
16 by the parties exceed certain levels.

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18 **Q. WHAT IS CENTURYLINK EQ'S PROPOSED LANGUAGE?**

19 A. CenturyLink EQ proposes the following language:

20 Notwithstanding any other provision to the contrary, once the volume of
21 Transit Traffic exchanged between CLEC and a third party exceeds the
22 equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be
23 obligated to require CLEC to establish a direct connection with the parties
24 to whom they are sending traffic. CenturyLink also reserves the right to
25 require CLEC to establish a direct connection to the third party if, the
26 tandem is at or approaching capacity limitations. These limitations may

1 include but are not limited to a lack of trunk port capacity or processor
2 capacity based on the then existing tandem and network configuration.
3 Within sixty (60) Days after CenturyLink notifies CLEC of the
4 requirement to direct connect, CLEC shall establish a direct
5 interconnection with such third party. After sixty (60) Days, if CLEC has
6 not established a direct interconnection, CenturyLink may thereafter
7 charge CLEC for such transit service at double the transit rate set forth in
8 Table One, or discontinue providing transit service to CLEC, at the sole
9 discretion of CenturyLink, provided however, that CenturyLink shall
10 exercise such discretion in a non-discriminatory manner.
11

12 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING?**

13 A. Hutchinson proposes to revise the CenturyLink EQ language as follows:

14 Notwithstanding any other provision to the contrary, once the volume of
15 Transit Traffic exchanged between CLEC and a third party exceeds the
16 equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be
17 obligated to require CLEC to establish a direct connection with the parties
18 to whom they are sending traffic. CenturyLink also reserves the right to
19 require CLEC to establish a direct connection to the third party if, the
20 tandem is at or approaching capacity limitations. These limitations may
21 include but are not limited to a lack of trunk port capacity or processor
22 capacity based on the then existing tandem and network configuration.
23 Within sixty (60) Days after CenturyLink notifies CLEC of the
24 requirement to direct connect, CLEC shall establish a direct
25 interconnection with such third party. After sixty (60) Days, if CLEC has
26 not established a direct interconnection, CenturyLink may thereafter
27 ~~charge CLEC for such transit service at double the transit rate set forth in~~
28 ~~Table One, or discontinue providing transit service to CLEC, at the sole~~
29 ~~discretion of CenturyLink, provided however, that CenturyLink shall~~
30 ~~exercise such discretion in a non-discriminatory manner~~ **follow the**
31 **process outlined in section 24 Dispute Resolution.**
32

33 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S CHANGES?**

34 A. The language Hutchinson proposes to delete provides CenturyLink necessary
35 recourse should Hutchinson not comply with the 60-day requirement to establish

1 direct interconnection. The language Hutchinson proposes to add merely allows for
2 using the Dispute Resolution process, which is already available to both Parties.
3 Hutchinson's proposed language is not needed, would only serve to create future
4 billing disputes, and should be rejected.

5
6 **XIII. BONA FIDE REQUESTS**

7 **Issue No. 68**

8
9 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 68.**

10 A. Issue No. 68 concerns language which Hutchinson is proposing to add related to the
11 Bona Fide Request Process. Hutchinson proposes to add the following language:

12 The Bona Fide Request process shall be used when CLEC requests a form
13 of Network Interconnection or other service which CenturyLink does not
14 provide in this agreement, to itself, or to another carrier.
15

16 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
17 **LANGUAGE?**

18 A. The BFR process is already fully addressed in CenturyLink EQ's proposed
19 language for Section 39.9.5 (Disputed Issue No. 43). The CenturyLink EQ
20 language in Section 39.9.5 makes clear that the parties may establish, through
21 negotiations, other technically feasible methods of interconnection via the Bona
22 Fide Request (BFR) process, unless a particular arrangement has been previously
23 provided to a third party, or is offered by CenturyLink EQ as a product. Further,

1 the inclusion of the term “to itself” implies that CenturyLink EQ must automatically
2 make any service that it provides itself available to a CLEC, without an evaluation
3 of the costs and methods of providing it that would occur in the BFR process. I am
4 aware of no such obligation.

5
6 **Issue No. 69**

7
8 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 69.**

9 A. Issue No. 69 concerns the amount of time CenturyLink EQ should be allowed to
10 acknowledge the receipt of a BFR request.

11
12 **Q. WHAT IS CENTURYLINK EQ’S PROPOSED LANGUAGE FOR**
13 **DISPUTED ISSUE NO. 69?**

14 A. CenturyLink EQ proposes the following language:

15 CenturyLink shall acknowledge in writing the receipt of a Request and
16 shall identify a single point of contact to process the Request within ten
17 (10) Business Days of CenturyLink’s receipt of a Request. CenturyLink
18 will advise CLEC of any additional information needed for a complete and
19 accurate Request.

20
21 **Q. WHAT IS HUTCHINSON’S PROPOSED LANGUAGE?**

22 A. Hutchinson proposes the following language:

23 CenturyLink shall acknowledge in writing the receipt of a Request and
24 shall identify a single point of contact to process the Request within ~~ten~~
25 **(10) two (2)** Business Days of CenturyLink’s receipt of a Request.
26 CenturyLink will advise CLEC of any additional information needed for a
27 complete and accurate Request.
28

1 **Q. WHY IS CENTURLINK EQ OPPOSED TO HUTCHINSON'S**
2 **LANGUAGE?**

3 A. The ten days CenturyLink EQ proposes is a reasonable timeframe and is the same
4 timeframe contained in other CLEC agreements with CenturyLink EQ. While the
5 Qwest interconnection agreements contain language requiring an acknowledgment
6 in a shorter time frame, Qwest receives far more BFRs than CenturyLink EQ and,
7 as a result, has developed a more standardized BFR process. CenturyLink EQ and
8 Qwest, while both affiliates of CenturyLink, continue to operate using unique,
9 separate processes and systems. Given the commitments CenturyLink made during
10 the merger proceedings, there was a 36 month period where changes were not
11 undertaken with CLEC processes and systems. Thus, it is not correct to assume that
12 CenturyLink EQ is capable of easily adopting overnight all of the short timeframes
13 and streamlined processes that Qwest has developed over the past decade.

14
15 **Issue No. 70**

16
17 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 70.**

18 A. Issue No. 70 concerns language related to the time frame CenturyLink EQ has to
19 respond to a BFR request and what will be provided to the CLEC.

20
21 **Q. WHAT IS CENTURLINK EQ'S POPOSED LANGUAGE FOR DISPUTED**
22 **ISSUE NO. 70?**

23 A. CenturyLink EQ proposes the following language:

1 Except under extraordinary circumstances, within thirty (30) Days of its
2 receipt of a complete and accurate Request, CenturyLink will approve or
3 deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's
4 Request, the Preliminary Analysis will provide the reason(s) for such
5 denial.
6

7 **Q. WHAT IS HUTCHINSON'S PROPOSED LANGUAGE?**

8 A. Hutchinson proposes the following language:

9 ~~Except under extraordinary circumstances, w~~Within thirty (30) Days of its
10 receipt of a complete and accurate Request, **the analysis shall specify**
11 **CenturyLink's conclusions as to whether or not the requested**
12 **Interconnection complies with the requirements of the Act or state**
13 **law.** CenturyLink will approve or deny the Request (Preliminary
14 Analysis). If CenturyLink denies CLEC's Request, the Preliminary
15 Analysis will provide the reason(s) for such denial
16

17 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
18 **LANGUAGE?**

19 A. CenturyLink EQ objects to Hutchinson's deletion as there may be extraordinary
20 circumstances that may prevent an analysis from being completed within the given
21 time frames and the language should account for such circumstances. For example,
22 multiple interconnection requests for several different locations on
23 CenturyLink EQ's network may require a longer time frame for evaluation.
24 CenturyLink EQ's language otherwise provides for the same 30 days that
25 Hutchinson proposes. Again, CenturyLink EQ is not Qwest, and does not have the
26 same streamlined process flows to handle the few BFRs CenturyLink EQ has
27 received to-date.

1
2 CenturyLink EQ also objects to Hutchinson's additional language as it adds nothing
3 of value. If CenturyLink EQ approves the request, no further explanation is
4 necessary. If CenturyLink EQ rejects the request, the CenturyLink EQ language
5 requires that the reason for such denial will be provided. Any discussion that the
6 requested interconnection does not comply with the requirements of the Act or state
7 law would be part of any denial provided by CenturyLink EQ that is based on that
8 non-compliance.

9
10 **Issue No. 71 – Settled**

11
12 **Issue No. 72 – Settled**

13
14 **Issue No. 73**

15
16 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 73.**

17 A. Issue No. 73 concerns the time frame a CLEC has to provide written acceptance of
18 CenturyLink EQ's BFR analysis.

19
20 **Q. WHAT LANGUAGE IS CENTURYLINK EQ PROPOSING FOR ISSUE**
21 **NO. 73?**

22 A. CenturyLink EQ proposes the following language:

23 CLEC may accept or reject CenturyLink's Preliminary Analysis, at its
24 discretion. CLEC will provide written acceptance of the Preliminary

1 Analysis to CenturyLink within thirty (30) Days of its receipt of the
2 Preliminary Analysis or CLEC's Request will be deemed to be cancelled.
3

4 **Q. WHAT IS HUTCHINSON'S POPOSED LANGUAGE FOR THIS ISSUE?**

5 A. Hutchinson proposes the following language:

6 CLEC may accept or reject CenturyLink's Preliminary Analysis, at its
7 discretion. CLEC will provide written acceptance of the Preliminary
8 Analysis to CenturyLink within ~~thirty (30)~~ **sixty (60)** Days of its receipt of
9 the Preliminary Analysis or CLEC's Request will be deemed to be
10 cancelled.
11

12 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S CHANGE?**

13 A. If CenturyLink EQ has only 30 days to review the BFR request and approve or deny
14 it, 30 days is reasonable for Hutchinson to provide written acceptance of the
15 Preliminary Analysis. This is the standard CenturyLink EQ timeframe used with all
16 other CLECs.

17
18 **Issue No. 74**

19
20 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 74.**

21 A. Issue No. 74 concerns the availability date once a CLEC accepts a Final Quote.

22
23 **Q. WHAT LANGUAGE IS CENTURYLINK EQ PROPOSING FOR ISSUE**
24 **NO. 74?**

25 A. CenturyLink EQ proposes the following language:

26 The tentative availability date is dependent on when CLEC accepts the
27 Final Quote. CenturyLink shall make reasonable efforts to provide an

1 availability date that is within ninety (90) Days from the date it receives
2 CLEC's written Final Acceptance. If CenturyLink cannot complete the
3 BFR within ninety (90) Days of receiving CLEC's Final Acceptance,
4 CenturyLink and CLEC will then determine a mutually agreeable
5 availability date.
6

7 **Q. WHAT IS HUTCHINSON'S LANGUAGE FOR THIS ISSUE?**

8 A. Hutchinson proposes the following changes:

9 The tentative availability date is dependent on when CLEC accepts the
10 Final Quote. CenturyLink shall make reasonable efforts to provide an
11 availability date that is within ~~ninety (90)~~ **forty-five (45)** Days from the
12 date it receives CLEC's written Final Acceptance. If CenturyLink cannot
13 complete the BFR within ~~ninety (90)~~ **forty-five (45)** Days of receiving
14 CLEC's Final Acceptance, CenturyLink and CLEC will then determine a
15 mutually agreeable availability date.
16

17 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S CHANGE?**

18 A. CenturyLink EQ objects to Hutchinson's substitution of forty-five (45) days for the
19 90 days CenturyLink EQ has proposed. The time periods listed for action are
20 CenturyLink EQ's standard used for all other CLECs. Any such arrangements
21 requested via BFR are, by definition, non-standard and thus a longer timeframe may
22 be needed to make the service available. CenturyLink EQ's language does use the
23 term "within" and CenturyLink EQ would make every effort to meet the CLEC's
24 requested shorter than 90 day due date.

25
26 **Issue No. 75**

27
28 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 75.**

1 A. Issue No. 75 concerns the amount of time the CLEC has to confirm or cancel its
2 request upon receipt of the Final Quote.

3
4 **Q. WHAT LANGUAGE IS CENTURYLINK EQ PROPOSING FOR ISSUE**
5 **NO. 75?**

6 A. CenturyLink EQ proposes the following language:

7 Within thirty (30) Days of receipt of the Final Quote, CLEC must either (i)
8 confirm or cancel its Request in writing (Final Acceptance), or (ii) submit
9 any disputed issues with the Final Quote for dispute resolution pursuant to
10 the Dispute Resolution provisions of this Agreement. CLEC's written
11 acceptance must include payment of one hundred percent (100%) of the
12 quoted costs.
13

14 **Q. WHAT IS HUTCHINSON'S LANGUAGE FOR THIS ISSUE?**

15 A. Hutchinson proposes the following changes:

16 Within **sixty (60)** ~~thirty (30)~~ Days of receipt of the Final Quote, CLEC
17 must either (i) confirm or cancel its Request in writing (Final Acceptance),
18 or (ii) submit any disputed issues with the Final Quote for dispute
19 resolution pursuant to the Dispute Resolution provisions of this
20 Agreement. CLEC's written acceptance must include payment of one
21 hundred percent (100%) of the quoted costs.
22

23 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S CHANGE?**

24 A. CenturyLink EQ objects to Hutchinson's substitution of 60 days for 30 days. If
25 CenturyLink EQ has only 30 days to review the BFR request and approve or deny
26 it, it is reasonable for Hutchinson to confirm or cancel its request within the same
27 timeframe. A BFR request, by its very nature, requires CenturyLink EQ to review
28 its network facilities, including the availability and capacity of those facilities. To

1 extend the timeframes to include another month introduces risks that the technically
2 feasible BFR quote will no longer be accurate or available. Hutchinson has a
3 responsibility to quickly evaluate the proposal, just as CenturyLink EQ has
4 prioritized the work to prepare the quote.

5
6 **Issue No. 76**

7
8 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 76.**

9 A. Issue No. 76 concerns additional language Hutchinson is proposing to add requiring
10 CenturyLink EQ to provide notice to CLECs of all BFRs which have been
11 requested.

12
13 **Q. WHAT LANGUAGE IS HUTCHINSON PROPOSING TO ADD?**

14 A. Hutchinson proposes to add the following language:

15 CenturyLink will provide notice to CLECs of all BFRs which have been
16 deployed or denied, provided, however, that identifying information such
17 as the name of the requesting CLEC and the location of the request shall
18 be removed. CenturyLink shall make available a topical list of the BFRs
19 that it has received from CLECs. The description of each item on that list
20 shall be sufficient to allow CLEC to understand the general nature of the
21 product, service, or combination thereof that has been requested and a
22 summary of the disposition of the request as soon as it is made.
23 CenturyLink shall also be required upon the request of CLEC to provide
24 sufficient details about the terms and conditions of any granted requests to
25 allow CLEC to take the same offering under substantially identical
26 circumstances. CenturyLink shall not be required to provide information
27 about the request initially made by CLEC whose BFR was granted, but
28 must make available the same kinds of information about what it offered
29 in response to the BFR as it does for other products or services available
30 under this Agreement. CLEC shall be entitled to the same offering terms
31 and conditions made under any granted BFR, provided that CenturyLink

1 may require the use of ICB pricing where it makes a demonstration to
2 CLEC of the need therefore.
3

4 **Q. WHY IS CENTURYLINK EQ OPPOSED TO HUTCHINSON'S**
5 **ADDITIONAL LANGUAGE?**

6 A. CenturyLink EQ does not agree that the notification Hutchinson proposes is
7 necessary or useful. CenturyLink EQ is not required by applicable law to provide
8 such information and the information requested is unduly burdensome.
9 CenturyLink EQ does not have an established process to collect such information
10 nor notify other CLECs of non-standard POI locations established with other
11 CLECs and should not be required to develop one for Hutchinson. BFR by its very
12 nature is non-standard, and is uniquely situated to a specific CLEC's request, and
13 thus is not easily transferable to other CLECs, making this information of limited
14 value. Hutchinson's proposed language should be rejected.

15
16 **Issue No. 77**

17
18 **Q. PLEASE EXPLAIN ISSUE NO. 77.**

19 A. Issue No. 77 relates to Attachment 1 to the agreement which is CenturyLink EQ's
20 offering to provide interconnection at the Glencoe remote in response to
21 Hutchinson's request during negotiation, which CenturyLink treated as a BFR.
22 Although Hutchinson has rejected CenturyLink EQ's offering, CenturyLink EQ
23 maintains its position that the proposal for Hutchinson is appropriate and consistent

1 with applicable law. Should the Commission agree, this Attachment should be a
2 part of the agreement.

3
4 **XIV. CONCLUSION**

5 **Q. DO YOU HAVE ANY CONCLUDING COMMENTS?**

6 A. Yes. The fundamental disagreement between the parties in this arbitration concerns
7 whether or not Hutchinson and CenturyLink EQ will each bear their fair share of
8 the costs of the interconnection Hutchinson seeks. Hutchinson's proposals would
9 limit the POI to the point at which the two networks physically connect, thus
10 unfairly placing the financial responsibility for the majority of the transport
11 required to exchange traffic between the two networks on CenturyLink EQ.
12 Hutchinson also attempts to shift costs in its proposed language related to
13 CenturyLink EQ's BFR process. Through the BFR process, CenturyLink EQ has
14 offered an arrangement that will meet Hutchinson's needs, but requires Hutchinson
15 to pay its fair share of the transport costs associated with the arrangement.
16 Hutchinson's proposed changes to the CenturyLink EQ language would instead
17 require CenturyLink EQ to incur the vast majority of the costs associated with the
18 transport network that both carriers will utilize for the mutual exchange of traffic, a
19 position this Commission has previously rejected. CenturyLink EQ respectfully
20 requests that this Commission reject Hutchinson's cost shifting proposals and adopt

1 the CenturyLink EQ language which seeks to ensure that each party pays its fair
2 share of the interconnection costs.

3


4 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

5 A. Yes.

VERIFICATION

I, William R. Easton, Wholesale Staff Director for Embarq Minnesota, Inc. dba CenturyLink EQ, state that I have first-hand knowledge of the matters set forth above and hereby verify that, to the best of my knowledge and belief, the allegations and statements contained herein are true and correct.

Dated: May 22, 2014



William R. Easton