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February 27, 2009
**VIA EMAIL & FEDEX DELIVERY ON
MONDAY, MARCH 2, 2009**

BTNES.84391

filed electronically 2/27/09

ATTN: Sharla Dillon, Dockets & Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Joint Application of Embarq Corporation and
CenturyTel, Inc., Regarding Transfers of Control
of United Telephone Southeast LLC d/b/a Embarq,
Embarq Communications Inc., and Embarq Payphone
Services, Inc.; TRA Docket No.: **08-00219**

Dear Sharla:

We enclose herewith Discovery Requests submitted on behalf of Intervenor, Northeast Tennessee TVA Power Distributors to Joint Petitioners, Embarq Corporation and CenturyTel, Inc.

If you have any questions, please feel free to contact our office.

Very sincerely yours,

HUNTER, SMITH & DAVIS, LLP

William C. Bovender

Enclosures

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Northeast Tennessee TVA Power Distributors

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

Joint Application of Embarq Corporation)
and CenturyTel, Inc., Regarding Transfers)
of Control of United Telephone Southeast)
LLC d/b/a Embarq, Embarq)
Communications, Inc., and Embarq)
Payphone Services, Inc.)

Docket No.: 08-00219

**DISCOVERY REQUESTS SUBMITTED ON BEHALF OF INTERVENORS NORTHEAST
TENNESSEE TVA POWER DISTRIBUTORS TO JOINT PETITIONERS EMBARQ
CORPORATION AND CENTURYTEL, INC.**

Come Intervenors, the Northeast Tennessee TVA Power Distributors, and serve upon the Joint Petitioners, Embarq Corporation and CenturyTel, Inc., the following Discovery Requests pursuant to Tenn. Comp. R. & Regs. § 1220-1-2-.11 and the Tennessee Rules of Civil Procedure. Same shall be responded to within the timeframe set forth in the Scheduling Order of February 20, 2009.

INTERROGATORIES

The following interrogatories shall be responded to in the manner prescribed by Tenn. Comp. R. & Regs. § 1220-1-2-.11 and Rule 33 of the Tennessee Rules of Civil Procedure (except for the time limit on responses).

DEFINITIONS

The following definitions shall be applicable to these interrogatories:

1. "Power Distributors" shall mean the Intervenor, Northeast Tennessee TVA Power Distributors.
2. "Embarq" shall mean the joint-petitioners in this contested case, same being Embarq Corporation and CenturyTel, Inc.
3. "Merged Embarq" shall mean the company that would come into being assuming the merger at issue is approved and closes, and shall include United Telephone Southeast, LLC d/b/a Embarq, successor-in-interest to United Telephone Southeast, Inc.
4. "Joint Pole Agreement" shall mean the written Agreement entered into in 1980 and the three Amendments thereto which Embarq and the Power Distributors have agreed to since the original Agreement was executed by the parties.

GENERAL STATEMENT

The Power Distributors recognize that under the proposed merger agreement, Embarq has asserted the effect of the merger will be transparent insofar as operations are concerned in Northeast Tennessee. The Power Distributors have intervened in this proceeding seeking assurances that, as a result of the merger, the Merged Embarq (and related subsidiaries which might deal with the Power Distributors directly) will comply with the terms and conditions of the Joint Pole Agreements which exist between each Power Distributor and United Telephone Southeast, LLC d/b/a Embarq, successor-in-interest to United Telephone Southeast, Inc. (included under the term "Merged Embarq").

The Power Distributors also seek assurances in the form of conditions contained in any Order approving the merger that Merged Embarq will address, continue to address, and eliminate operational deficiencies and breaches of the Joint Pole Agreement currently existing. Embarq has recently directed energy and resources towards addressing some of those

operational deficiencies and breaches; but, there are no assurances going forward that Merged Embarq will not revert to the status quo ante.

INTERROGATORY NO. 1: Describe how Merged Embarq proposes to fulfill the contractual obligations under Joint Pole Agreement in Article VII, Section D, which requires each party own approximately one-half (1/2) of the total number of poles jointly used.

INTERROGATORY NO. 2: Describe how Merged Embarq proposes to eliminate the backlog of transfers which currently exist.

INTERROGATORY NO. 3: How will Merged Embarq operate after the merger with respect to responding to transfer requests from the Power Distributors?

INTERROGATORY NO. 4: Describe how Merged Embarq proposes to address the current unauthorized attachments which exist with each Power Distributor.

INTERROGATORY NO. 5: How will Merged Embarq operate after the merger with respect to assuring unauthorized attachments are eliminated?

INTERROGATORY NO. 6: Describe how Merged Embarq proposes to address Embarq's violations of the National Electrical Safety Code which exist on joint-used poles owned by the respective Power Distributors.

INTERROGATORY NO. 7: What steps will Merged Embarq take after the merger to ensure said NESC violations are eliminated / addressed on a timely basis?

INTERROGATORY NO. 8. Explain why Embarq has refused to participate in tree-trimming activities (or share costs of same) in areas where there are joint poles of Embarq and the respective Power Distributors.

INTERROGATORY NO. 9. What steps does Merged Embarq plan to take after the merger to either participate in tree trimming activities or assume a portion of the cost of same?

INTERROGATORY NO. 10. Explain why Embarq refuses to regularly treat its poles which are used jointly with each Power Distributor.

INTERROGATORY NO. 11. What steps will Merged Embarq take after the merger to initiate and sustain a pole treatment program?

INTERROGATORY NO. 12. Explain why Embarq has proposed treating Service Drops differently than other attachments to joint use poles owned by the Power Distributors.

INTERROGATORY NO. 13. Will Merged Embarq continue to assert Service Drops should not be subject to attachments application procedures or otherwise not be considered the same as other attachments by the Telephone Company on poles owned by the Power Distributors?

INTERROGATORY NO. 14. Explain what procedures and schedule Merged Embarq intends to utilize with respect to emergency call-outs (car wrecks, storm damage, etc.) after the merger.

INTERROGATORY NO. 15. Explain why Embarq has refused to share in the expense of maintaining jointly-used rights of way.

INTERROGATORY NO. 16. Will the Merged Embarq participate in sharing the expense of maintaining jointly-used rights of way after the merger?

INTERROGATORY NO. 17. Explain why Embarq refuses to include within the definitions of the term "NORMAL JOINT USE POLES", poles which are made of materials other than wood.

INTERROGATORY NO. 18. Explain what plans Merged Embarq has for increasing its operational budget after the merger in the service area of the particular Power Distributors so as to ensure safety violations, transfer-backlogs, unauthorized attachments, and emergency call-out issues are eliminated or significantly reduced.

INTERROGATORY NO. 19. Explain what plans Merged Embarq has for conducting NESC violation inspections and joint pole count audits after the merger.

INTERROGATORY NO. 20. Explain what mechanism or formula Merged Embarq proposes be utilized after the merger to establish adjustment payment rates for both Merged Embarq and the Power Distributors. Include in your response how these rates would be adjusted after a base rate to cover 2008 is set. Also, if the Merged Embarq's mechanism or formula is based on cost of pole plant, provide details of the cost calculations, including depreciation.

REQUESTS FOR PRODUCTION

Pursuant to Tenn. Comp. R. & Regs. § 1220-1-2-.11 and Rule 34 of the Tennessee Rules of Civil Procedure (except as to time for response), the Power Distributors request Embarq produce documents, data, electronic data (and all other items falling under the definition of “documents” contained in T.R.C.P. 34.01) responsive to the following requests:

REQUEST NO. 1. Documents which support the response to Interrogatory No. 1.

REQUEST NO. 2. Documents which support the response to Interrogatory No. 3.

REQUEST NO. 3. Documents which support the response to Interrogatory No. 5.

REQUEST NO. 4. Documents which support the response to Interrogatory No. 7.

REQUEST NO. 5. Documents which support the response to Interrogatory No. 9.

REQUEST NO. 6. Documents which support the response to Interrogatory No. 11.

REQUEST NO. 7. Documents which support the response to Interrogatory No. 14.

REQUEST NO. 8. Documents which support the response to Interrogatory No. 18.

REQUEST NO. 9. Documents which support the response to Interrogatory No. 19.

REQUEST NO. 10. Documents which support the response to Interrogatory No. 20.

Respectfully submitted,

NORTHEAST TENNESSEE TVA
POWER DISTRIBUTORS

By s/William C. Bovender

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this the 27th day of February, 2009, a true and correct copy of the foregoing has been forwarded via first class U.S. Mail, hand delivery, overnight delivery, or electronic transmission to the following:

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