

CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE X: ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the Agreement address issues concerning poles, ducts, conduits and rights-of-way that may differ from CenturyTel's tariff or standard agreements?	1	1.0, 2.0-2.4	<p>1.0 To the extent required by the Act, CenturyTel and Socket shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements or as agreed to by the Parties. Accordingly, if CenturyTel and Socket desire access to the other Party's poles, ducts, conduits or ROWs, CenturyTel and Socket shall execute Pole Attachment and conduit occupancy agreements.</p> <p>2.0 The Parties recognize that CenturyTel's tariffs and/or standard agreements may contain provisions not suitable to Socket. Additionally, the Parties recognize that CenturyTel's Pole Attachment and occupancy agreements may contain provisions not suitable to Socket.</p> <p>2.1 Socket may choose to negotiate rates, terms, and conditions for access to poles, ducts, conduits, and ROWs.</p> <p>2.2 In the event the Parties are unable to agree upon rates, terms, and conditions, the Party's will reach interim rates, terms, and conditions. In reaching interim rates, terms, and conditions, the Parties shall use the</p>	<p>The Parties' agreed language recognizes that the Parties must afford each other access to their respective poles, ducts, conduits and rights of way under the FTA and FCC rules. Socket's proposed language is designed to provide a vehicle for resolving disputes between the Parties when Socket's tariffs and/or standard pole attachment or conduit occupancy agreements contain terms that either do not address or are inappropriate for the use Socket seeks. The terms do not mandate an outcome, but merely place an obligation on the Parties to negotiate such changes and provide a dispute resolution process in the event the Parties cannot come to agreement. It is prudent for the Parties to provide such terms in their interconnection agreement in order to facilitate the resolution of disputes in the future.</p>	<p style="text-align: center;">ARTICLE X ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY</p> <p>1. To the extent required by the Act including the requirement that requestor be a provider of telecommunications service as defined by 47 U.S.C. 153(46), CenturyTel and Socket shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements or as agreed to by the Parties and in accordance with applicable law and regulations. Accordingly, if CenturyTel and Socket desire access to the other Party's poles, ducts, conduits or ROWs, CenturyTel and Socket shall make a written request therefore and negotiate such access in accordance with applicable laws. Such agreements shall be stand alone agreements.</p> <p>2. If either party submits a written request for access to the poles, ducts, conduits, or rights-of-way of the other Party, the Party receiving the request shall respond with proposed terms and conditions within twenty (20) business days.</p>	<p>Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel proposed alternative language to Socket, as reflected in this DPL. CenturyTel is under the impression that the proposed language is acceptable to Socket, and therefore may resolve this issue, but is still awaiting final confirmation.</p>

Key: **Bold language represents language proposed by Socket and opposed by CenturyTel.**
Underlined language represents language proposed by CenturyTel and opposed by Socket.

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			<p>most analogous item for which a price has been established. If negotiations for interim rates, terms, and conditions exceed 30 days, either Party may request Mediation facilitated by the MO PSC Staff. Any Interim Rates shall be subject to a retroactive true up limited to one-year.</p> <p>2.3 Absent resolution of matters as described in Sections 2.1 and 2.2, either Party may pursue reaching Permanent Rates, Terms, and Conditions through the dispute resolution procedures set forth in the Article III or request that the Missouri Public Service Commission initiate a generic proceeding.</p> <p>2.4 Disagreement as to rates, terms, and conditions will not hold up or delay the ordering and provisioning of a collocation in an eligible structure.</p>		<p>3. If the parties are unable to agree upon rates, terms and conditions after good faith negotiations on the part of both parties for access to poles, ducts, conduits and rights of way, either party may utilize the complaint and / or mediation procedures at the FCC or the MO PSC, if they have certified that they have taken jurisdiction over the matter.</p> <p>4. Socket agrees that Pole Attachment and conduit occupancy agreements must be executed separately before it makes any Pole Attachments to CenturyTel facilities or uses CenturyTel's conduit according to the terms of this Agreement. Unauthorized Pole Attachments or unauthorized use of conduit will be a breach of this Agreement</p>	

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