

CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE V – INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Which party's general description of interconnection obligations should be included?	1	1.0	<p>1.0 GENERAL PROVISIONS</p> <p>1.1 This Article describes the technical arrangements by which Socket and CenturyTel will interconnect their networks when Socket is providing its switching facilities to serve a given Exchange Area.</p> <p>1.2 This Article also sets out the associated compensation arrangements, as well as applicable recording and billing functions that will apply to the interconnection facilities and traffic exchanged over those facilities.</p>	<p>1.1 Socket's proposed language in Section 1.1 is similar to Commission-approved language in the recent M2A Successor arbitration. Socket's language makes clear that this Article applies when Socket provides its switching facilities to serve an Exchange Area.</p> <p>1.2 Socket makes clear that this Article also includes compensation arrangements and recording and billing functions that apply to interconnection facilities and traffic exchanged over those facilities.</p>	<p>1.0 GENERAL PROVISIONS</p> <p>1.1 This Article describes the technical arrangements by which Socket and CenturyTel will interconnect their networks when Socket is providing its switching facilities to serve a given Exchange Area.</p> <p>1.2 This Article also sets out the associated compensation arrangements, as well as <u>governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) between CenturyTel and Socket, or by Socket to CenturyTel and the transport, termination and billing of the specified traffic between the Parties. The services and facilities described in this Article V shall be referred to as the "Services."</u> CenturyTel reserves the <u>right to otherwise seek compensation for non-Local Traffic including the imposition of access charges where appropriate.</u></p>	<p>Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission</p>

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						<p>may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC’s operations and offerings.</p> <p>Perhaps deriving from Socket’s reliance on SBC-based language without specific tailoring to the parties’ specific needs and operations here, Socket’s proposal is overly broad and lacks requisite specificity. CenturyTel, to the contrary, proposes language that is more specific than Socket’s with respect to the provision of internetwork facilities, Meet-Point Billing, and the transport, termination and billing of traffic between the Parties. Further, Socket ignores CenturyTel’s right under 47 C.F.R. Part 69 to seek compensation for non-local traffic. Both CenturyTel and the Commission have valid concerns regarding arbitrage and reducing or eliminating phantom traffic. CenturyTel’s proposed contract language, unlike Socket’s, attempts to address those concerns.</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</p>

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						end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.
Should the ILEC explicitly recognize that the FCC's TRRO decision related to unbundling obligations did not affect an ILEC's obligations to provide interconnection facilities?	2	1.3	1.3 The Parties acknowledge that the FCC in its Triennial Review Remand Order determined that ILECs are required to provide interconnection facilities under Section 251(c)(2) even if they are not required to provide the same type of facilities as unbundled network elements under Section 251(c)(3).	ILECs are required to provide interconnection facilities. The TRRO's decisions relating to unbundling obligations did not affect an ILEC's obligations to provide interconnection facilities. CenturyTel's refusal to acknowledge this in the ICA may lead to future disputes and disagreements that will require Commission intervention to settle. This arbitration is an appropriate place to make clear to CenturyTel that it must continue to meet its obligations to provide interconnection facilities.	<u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. CenturyTel would propose:</u> All relevant 47 C.F.R. 51 (Part 51) and FCC Triennial Review Order (TRO) regulations covering Section 251 (c) (2) interconnection is made a part of this agreement by reference. If there is any variance between the obligations and regulation in these documents and any agreement text, Part 51 and the TRRO language shall take precedence	The Commission should reject Socket's proposed contract language as unnecessary in the parties' successor ICA. Socket proposes a great deal of language, here and elsewhere, that simply duplicates current law. Since CenturyTel and Socket are both bound by law and CenturyTel understands and will fulfill its obligations under law, Socket's language is unnecessary and may cause problems in the event of a change of law. For example, including a specific provision reflecting the current state of the law may become problematic if Congress or the FCC alters, modifies, expands or removes the obligations specifically noted in the ICA. Instead of capturing specific current obligations in the ICA and creating the possibility of future disputes requiring Commission intervention, the successor agreement should simply have a single provision in the Terms and Conditions Article discussing the applicability of current law and the affect of changes in law. Moreover, the ICA should plainly acknowledge that in the event of

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						conflict, applicable federal law obviously supercedes any ICA provision to the contrary. While it constantly reiterates text from applicable law, Socket fails to recognize that in the event of any variance between the obligations and regulations in applicable law and any agreement text, that applicable law shall take precedence. It is not enough for Socket to include a few provisions reflecting the current state of the law where it is favorable to Socket; even where not favorable to Socket, federal law trumps contrary ICA provisions.
Is CenturyTel obligated to provide interconnection at any technically feasible point within CenturyTel's Network?	3	1.4	1.4 CenturyTel shall provide interconnection for the facilities and equipment of Socket, with CenturyTel's network at any technically feasible point.	Section 251 of the Act and the FCC's implementing rules require an ILEC to allow a CLEC to interconnect at any technically feasible point within the ILEC's network. If CenturyTel denies a proposed interconnection, the FCC requires that CenturyTel prove that Socket's preferred method of interconnection is not technically feasible.	See 1.3	The Commission should reject Socket's proposed contract language as unnecessary in the parties' successor ICA. Socket proposes a great deal of language, here and elsewhere, that simply duplicates current law. Since CenturyTel and Socket are both bound by law and CenturyTel understands and will fulfill its obligations under law, Socket's language is unnecessary and may cause problems in the event of a change of law. For example, including a specific provision reflecting the current state of the law may become problematic if Congress or the FCC alters, modifies, expands or removes the obligations specifically noted in the ICA. Instead of capturing specific current obligations in the ICA and creating the possibility of future disputes requiring Commission

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						<p>intervention, the successor agreement should simply have a single provision in the Terms and Conditions Article discussing the applicability of current law and the affect of changes in law.</p> <p>Moreover, the ICA should plainly acknowledge that in the event of conflict, applicable federal law obviously supercedes any ICA provision to the contrary. While it constantly reiterates text from applicable law, Socket fails to recognize that in the event of any variance between the obligations and regulations in applicable law and any agreement text, that applicable law shall take precedence. It is not enough for Socket to include a few provisions reflecting the current state of the law where it is favorable to Socket; even where not favorable to Socket, federal law trumps contrary ICA provisions.</p>
Is CenturyTel obligated to provide non-discriminatory interconnection?	4	1.5	<p>1.5 Nondiscriminatory Interconnection</p> <p>1.5.1 Interconnection provided by CenturyTel shall be equal in quality to that provided by CenturyTel to itself or any subsidiary, Affiliate, or other entity. “Equal in quality” means the same or equivalent technical criteria and service standards that a Party uses within its own network and, at a minimum, requires CenturyTel to meet the same technical criteria and service standards that are used with</p>	The Act requires CenturyTel to provide interconnection on non-discriminatory terms. Socket’s language ensures that CenturyTel will provide interconnection to Socket that is equal in quality to that provided by CenturyTel to itself or any subsidiary, Affiliate, or other entity. The Socket language appropriately defines equal in quality. This parity requirement is essential to maintaining efficient and equitable network interconnection arrangements.	See 1.3	The Commission should reject Socket’s proposed contract language as unnecessary in the parties’ successor ICA. Socket proposes a great deal of language, here and elsewhere, that simply duplicates current law. Since CenturyTel and Socket are both bound by law and CenturyTel understands and will fulfill its obligations under law, Socket’s language is unnecessary and may cause problems in the event of a change of law. For example, including a specific provision reflecting the

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			CenturyTel's own network.			<p>current state of the law may become problematic if Congress or the FCC alters, modifies, expands or removes the obligations specifically noted in the ICA. Instead of capturing specific current obligations in the ICA and creating the possibility of future disputes requiring Commission intervention, the successor agreement should simply have a single provision in the Terms and Conditions Article discussing the applicability of current law and the affect of changes in law.</p> <p>Moreover, the ICA should plainly acknowledge that in the event of conflict, applicable federal law obviously supercedes any ICA provision to the contrary. While it constantly reiterates text from applicable law, Socket fails to recognize that in the event of any variance between the obligations and regulations in applicable law and any agreement text, that applicable law shall take precedence. It is not enough for Socket to include a few provisions reflecting the current state of the law where it is favorable to Socket; even where not favorable to Socket, federal law trumps contrary ICA provisions.</p>
What methods and procedures should be included in the ICA to ensure	5	2.0 – 2.5.2, 2.6.1	<p>2.0 <u>SERVICE</u> INTERCONNECTION REQUESTS</p> <p>2.1 Upon request from Socket to</p>	Socket's language includes proposals to establish or augment interconnection arrangements. Because of the many technical and operational details that	<u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. CenturyTel would propose:</u>	2.1 – 2.2 Socket demands--but is not entitled to--special treatment above and beyond what CenturyTel does for itself or for any other CLEC. On its face,

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interconnection arrangements are established and augmented efficiently?			<p>establish an interconnection arrangement or augment an existing interconnection arrangement, CenturyTel shall designate a qualified person who will oversee the establishment of the requested interconnection. This person shall serve as a project coordinator and shall be knowledgeable of the processes and procedures for establishing interconnection including, but not limited to establishing the architecture, interconnection method, hand-off level, facility availability. This person shall also be available during normal business hours to be contacted by Socket to answer questions regarding CenturyTel’s processes and procedures, including providing documentation related to the completion of Access Service Requests (ASRs) or other forms used by CenturyTel for ordering Interconnection facilities and/or trunking, for establishing interconnection.</p> <p>2.2 Upon request, CenturyTel shall provide Socket with complete guidelines for completing an ASR that will be used for purposes of establishing a new interconnection or augmenting an existing interconnection. The complete description shall include explanations of the ordering options available to Socket. CenturyTel shall also provide descriptions of all fields in</p>	<p>must be attended to when establishing interconnection between carriers, it is appropriate for CenturyTel to designate a qualified person to oversee and serve as the coordinator of the project.</p> <p>Socket also proposes establishing guidelines for completing an Access Service Request to be used for establishing or augmenting interconnection. This language and several other parts of this section are necessary to properly establish interconnection between the parties.</p>	<p>2.1 Upon request from Socket to establish an interconnection arrangement or augment an existing interconnection arrangement, Socket may invoke the provisions of Article III, Section 7 whereby the parties will ensure that current contact and escalation information is exchanged for all functions and processes involved in implementation of interconnection.</p> <p>2.2 CenturyTel and Socket agree to follow ATIS/OBF ASOG Standards for completing ASRs.</p> <p>2.3 Upon Request, CenturyTel shall provide to Socket non-proprietary technical information about CenturyTel’s network facilities that is specific to Socket’s provided and specific physical requirements for interconnection with Socket’s network. <u>Trunk group size shall be mutually agreed upon, based on traffic studies and availability of facilities.</u> Socket shall compensate CenturyTel for the provision of this information through the non-recurring charge for the interconnection trunks ordered or through an Engineering Charge if Socket subsequently decides not to follow through with the</p>	<p>Socket's demand is unreasonable. Importantly, ILECs' obligations under the Federal Telecommunications Act are parity-based, meaning they must provide required elements and services in a manner "that is at least equal in quality to that provided . . . to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." 47 U.S.C. 251(c) (2). That is precisely what CenturyTel offers in this proceeding, agreeing across-the-board to provide required services, elements, and functionality on a nondiscriminatory, parity basis. Socket, however, is not content with obtaining parity, at least not parity with CenturyTel. Instead, perhaps due in part to Socket's widescale cutting-and-pasting of SBC contract language, Socket repeatedly proposes contract language--like here--demanding special, super-parity treatment by, for example, providing project coordination to mirror SBC. That SBC may have certain capabilities is irrelevant here. Neither the FTA nor any FCC order requires an ILEC to satisfy its statutory obligations in a manner "that is at least equal in quality to that provided" by SBC or another RBOC. The key in all respects is what the ILEC does for itself. Because CenturyTel must provide elements, services, and functionalities on a parity basis and that is exactly what</p>

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			<p>the current version of ASR required by CenturyTel to be completed. Fields that are not used to order interconnection facilities and/or trunking will be shown as NOT APPLICABLE. Fields that are required to be completed shall be shown as REQUIRED along with a description of the field and information that Socket is required to include in each field. CenturyTel will provide this information regardless of whether the the current version of the ASR required by CenturyTel is based on the Alliance for Telecommunications Industry Solutions/Ordering and Billing Forum (ATIS/OBF) Access Service Ordering Guidelines (ASOG).</p> <p>2.3 Upon Request, CenturyTel shall provide to Socket technical information about CenturyTel’s network facilities in sufficient detail to allow Socket to achieve interconnection.</p> <p>2.4 In the event that CenturyTel asserts that it does not have the capacity to support an Interconnection Arrangement requested by Socket, CenturyTel shall provide a detailed explanation of the reason such capacity does not exist, identify any capacity that CenturyTel is reserving for its own use, and submit a construction plan for setting forth the timeline for adding the</p>		<p>interconnection method requested.</p> <p>2.4 In the event that CenturyTel does not have the capacity to support an Interconnection Arrangement requested by Socket, CenturyTel shall provide a detailed explanation of the reason such capacity does not exist. Should Socket wish CenturyTel to construct capacity to meet Socket’s needs, CenturyTel and Socket shall work together to establish a construction plan and Socket shall bear all costs associated with engineering and constructing such capacity.</p> <p><u>2.5</u> In the event that Socket is under utilizing its existing trunks and requests an augment, a joint meeting shall be held to discuss a resolution to Socket’s request. <u>Provided that Socket agrees to</u> bear all costs associated with engineering and constructing requested excess capacity, CenturyTel shall not delay processing and fulfilling or refuse to process and fulfill Socket’s requests for additional interconnection facilities or capacity because CenturyTel believes Socket does not need the additional interconnection capacity.</p>	<p>CenturyTel proposes in this proceeding, thereby fulfilling its parity obligations, the Commission should reject Socket's demands for special, superior treatment.</p> <p>Moreover, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket’s effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and</p>

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			<p>additional capacity. CenturyTel shall submit this plan to Socket and to the Manager of the Telecommunications Department at the Missouri Public Service Commission.</p> <p>2.5 CenturyTel shall not delay processing and fulfilling or refuse to process and fulfill Socket's requests for additional interconnection facilities or capacity because CenturyTel believes Socket does not need the additional interconnection capacity.</p> <p>2.5.1 Both parties agree that the addition of a single customer may cause a need for additional interconnection facilities and trunks.</p> <p>2.5.2 In the event that CenturyTel believes Socket does not need the additional interconnection capacity, CenturyTel shall proceed with processing Socket's request and shall notify Socket of its concerns. At the request of CenturyTel, the parties shall meet to discuss the request for additional interconnection capacity. In the event the Parties are unable to resolve this dispute, CenturyTel make invoke the Dispute Resolution Provisions of this Agreement.</p> <p>2.6.1 Socket shall have administrative and order control (e.g. determination of trunk group size) of all trunks groups provisioned between</p>		<p>(2.5.1- Eliminated)</p> <p>(2.5.2 Eliminated)</p> <p>2.6.1 Provided that it complies with Section 2.4 and 2.5, Socket shall have the ability to determine trunk group size for all trunk groups provisioned between Socket and CenturyTel. This only applies to the extent that is does not require CenturyTel to redesign its network configuration.</p>	<p>capabilities. Socket presumes an SBC-like CenturyTel organization, structure and type of trained personnel that is not currently in place to support Socket's or any other carrier's request for an end-to-end project coordinator. CenturyTel is not SBC, does not have SBC's resources nor presumably does Socket have the level of business in CenturyTel territory that it does in SBC territory. Further, Socket's proposal is not economically feasible. Since the successor ICA resulting from this proceeding is adoptable by other CLECs exercising MFN rights, with Socket's language, CenturyTel would be obligated to provide a representative for every adopting CLEC in MO, no matter how small that CLEC and its business may be. This provision could cost CenturyTel as much as \$60-70K per year in weighted personnel costs for Socket's benefit and the same amount for other adopting CLECs.</p> <p>Finally, with respect to ASRs, CenturyTel follows ATIS/OBF ASOG Standards for completing ASRs. All carriers are required to follow those standards when submitting ASRs to CenturyTel. As such, CenturyTel offers Socket nondiscriminatory, parity treatment. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission</p>

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			Socket and CenturyTel. This only applies to the extent that is does not require CenturyTel to redesign its network configuration.			<p>may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC's operations and offerings.</p> <p>2.3 The Commission should reject Socket's proposed contract language because it is overly broad, ambiguous, fails to specify the scope of information at issue, and would impose obligations on CenturyTel far beyond anything required by the FTA. Socket makes a very broad statement of obligation regarding "technical information" detail that surpasses CenturyTel's obligation under Part 51.305 and 321 and the First Report and Order, August, 1996. Socket also ignores the Part 51.5 obligation that Socket has to compensate CenturyTel for efforts on Socket's behalf just as CenturyTel bears costs for the exact same efforts done on its own behalf.</p> <p>For obvious reasons, including network integrity, safety, and security, CenturyTel does not release to a customer or competitor unlimited information about network capacity or facilities. Tellingly, Socket cites no authority or analysis supporting its demands for such unspecified, wide</p>

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						<p>ranging information. Also, much of CenturyTel’s interswitch network consists of leased facilities. CenturyTel would not know what capacity is available for future use or what external requests have been made for the leased facility. Moreover, CenturyTel is not in a position to provide detailed information pertaining to those leased facilities that belong to another carrier.</p> <p>Finally, in 2.3 as well as 2.4, Socket’s language does not reflect the engineering realities of a network where capacity availability at any given point in time does not guarantee capacity availability at a later date when a CLEC actually places an order. Normal circuit orders that will impact capacity are worked all the time.</p> <p><u>2.4</u> Socket’s proposed contract language again ignores the Part 51.5 obligation that Socket has to compensate CenturyTel for efforts on Socket’s behalf, just as CenturyTel bears costs for the exact same efforts done on its own behalf.</p> <p><u>2.5</u> The Commission should reject Socket’s proposed language as overly broad and failing to recognize engineering and network realities. First, as drafted Socket’s proposed language is overly broad and unduly</p>

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						<p>burdensome, failing to provide CenturyTel with adequate protection against requests that may jeopardize network integrity or result in customer-affecting facilities-exhaust. Second, the contract language ignores that CenturyTel may be legitimately interested in the need for the facilities. CenturyTel, after all, must manage its network to serve both its retail and wholesale customers. As such, it should be entitled to request and review traffic studies to validate need and manage its operations.</p> <p>Notwithstanding these concerns that should persuade the Commission to reject Socket’s proposal, as long as Socket pays for this requested capacity then CenturyTel anticipates being able to negotiate appropriate language similar to that proposed by Socket. CenturyTel has no obligation to do this without adequate compensation.</p> <p>Finally, because the successor ICA resulting from this proceeding is adoptable by other CLECs exercising MFN rights, CenturyTel would be obligated to tie up or build facilities for all adopting CLECs regardless of the CLEC’s actual traffic need. Socket’s language, therefore, could impose substantial personnel and network costs of several hundred \$000s per year for Socket and several \$Ms per year for all adopting CLECs, not to mention</p>

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						operational and customer-affecting issues with the network itself due to the CLECs' requests.
Should interconnection arrangements be limited to trunk side local traffic arrangements?	5	2.6	2.6 Orders for establishing an interconnection arrangement shall be initiated by Socket sending an ASR to CenturyTel. CenturyTel will review the ASR for validation and correction of errors. CenturyTel will identify errors and refer them back to Socket on a single ASR response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.	Socket proposes that the orders for establishing an interconnection arrangement be initiated by sending an ASR to CenturyTel. CenturyTel's language limits Socket's ability to utilize its interconnection for all local interconnection traffic. Socket's proposal to establish an interconnection arrangement better serves the parties' ability to interconnect for the exchange of multiple types of traffic.	<u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. CenturyTel would propose:</u> 2.6 Orders for <u>trunk-side Local Interconnection Traffic</u> establishing an interconnection arrangement services shall be initiated by Socket sending an ASR to CenturyTel, <u>as described in the Access Service Ordering Guide (ASOG)</u> . CenturyTel will review the ASR for validation and correction of errors. CenturyTel will <u>use their best efforts to</u> identify errors and refer them back to Socket on a single ASR response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order. <u>(CenturyTel anticipates providing compromise language shortly on line side interconnection orders)</u>	2.6 Interconnection trunk orders are sent via ASR and there is nothing in either CenturyTel's language or Socket's proposed language that speaks to types of interconnection traffic. The ASOG applies to Special or Switched Access ASRs. 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 anticipates being able to negotiate compromise language and adding language for line-side interconnection orders but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.
Should the ordering process for establishing	6	2.6	2.6 Orders for establishing an interconnection arrangement shall be initiated by Socket sending an ASR to	Socket proposes to establish the ordering process for interconnection arrangements in the ICA, rather than in	<u>2.6 Orders for trunk-side Local Interconnection Traffic</u> establishing an	2.6 The Commission should reject Socket's proposed language because the CenturyTel Service Guide does not

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interconnection arrangements be contained in the CenturyTel Service Guide?			CenturyTel. CenturyTel will review the ASR for validation and correction of errors. CenturyTel will identify errors and refer them back to Socket on a single ASR response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.	the CenturyTel Service Guide. It is better to include procedures for interconnection arrangements rather than allowing CenturyTel to dictate the terms of interconnection through its “guide.”	interconnection arrangement <u>services</u> shall be initiated by Socket sending an ASR to CenturyTel, <u>as described in the Access Service Ordering Guide (ASOG)</u> . CenturyTel will review the ASR for validation and correction of errors. CenturyTel will <u>use their best efforts</u> to identify errors and refer them back to Socket on a single ASR response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.	apply to Special or Switched Access ASRs. To the contrary, the Access Service Ordering Guide (“ASOG”) applies, which sets out step-by-step procedures that are nondiscriminatory. As previously stated, CenturyTel follows ATIS/OBF ASOG Standards for completing ASRs. Instead of obtaining special treatment, Socket should follow the same ASR terms as every other carrier in the United States. The Commission should refrain from creating new and unique processes in this ICA that may materially differ from the processes already established and applicable to all other carriers. 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 anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.
Which party’s contract language should be adopted regarding network interconnection	7	3.0, 4.0, 5.0, 6.0, 11.6	3.0 NETWORK INTERCONNECTION PROVISIONS 3.1 The Parties shall interconnect their networks by establishing Points of	A point of interconnection (“POI”) is a physical location where one local exchange carrier’s (“LEC”) facilities physically interconnect with another LEC’s facilities for the purpose of	<u>3.0 Transport and Termination of Traffic.</u> <u>3.1 Traffic to be Exchanged.</u>	Socket asks the Commission to adopt its proposed language, in part, because the language comes from other ICAs adopted by the Commission. As explained above, however, one size

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MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
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Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
provisions, including but not limited to point of interconnection (“POI”) requirements, methods of interconnection, and use of the third party facilities?			<p>Interconnection for the exchange of Local Interconnection Traffic according to the provisions of this Article.</p> <p>3.2 Socket may utilize facilities of third parties to satisfy all requirements herein, and CenturyTel shall, if requested by Socket, route Local Interconnection Traffic that is dialed to Socket’s customers to Points of Interconnection of another provider for transiting to Socket, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that Socket does not have trunking of its own to the same local calling areas. CenturyTel also shall, if requested by Socket, and if Socket’s circuits are busy, route overflow traffic to a third party provider/s Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. CenturyTel shall accept Socket’s traffic routed by way of a third party’s Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that Socket’s traffic complies with the requirements herein.</p> <p>4.0 REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION</p> <p>4.1 When direct interconnection is used, the Parties will interconnect their</p>	<p>exchanging traffic.</p> <p>CenturyTel proposes language that would require Socket to establish more than one POI per LATA. This proposal is contrary to current law and public policy and violates the principle that, subject to technical feasibility, Socket has the right to determine how it will interconnect with CenturyTel. Because there is no support in the Act or the FCC regulations to allow CenturyTel to require additional POIs, the Commission should implement the single POI concept as embodied in the FCC rules.</p> <p>CenturyTel also proposes ICA language that could limit interconnection to CenturyTel’s definition of “Local Traffic,” which would deny Socket its statutory right to interconnection that can pass other types of traffic between Socket’s and CenturyTel’s networks.</p> <p>Socket urges that the Commission adopt the more detailed and definitive provisions proposed by Socket. Socket’s proposal is modeled on contract language approved in prior Commission arbitrations, and includes provisions that implement policies and legal requirements applicable to CenturyTel.</p>	<p><u>3.2 The Parties shall reciprocally terminate Local Traffic, (or other traffic the Parties agree to exchange) originating on each other’s networks utilizing either Direct or Indirect Network Interconnections as provided in Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any reasonably anticipated material change in traffic to be exchanged, in terms of e.g., traffic type, volume.</u> Socket may utilize facilities of third parties to satisfy all requirements herein, <u>however, any</u> third party provider must meet the same interconnection trunk obligations under this agreement as Socket must in order for CenturyTel to route traffic bound for Socket to a third party provider.</p> <p><u>4.0 Direct Network Interconnection.</u></p> <p><u>4.1 Direct Network Interconnection Architecture.</u></p> <p><u>In accordance with but only to the extent required by Applicable Law in Section 251 as codified in Part 51, the Parties shall provide interconnection of their networks at any technically feasible point and as specified in this Agreement. Socket may interconnect</u></p>	<p>does not fit all. Socket cannot simply impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket’s effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context</p>

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			<p>network facilities at a minimum of one Socket designated Point of Interconnection (POI) on CenturyTel’s network in each LATA where Socket Offers Service.</p> <p>4.1.1 The POI shall mean the physical point that establishes the technical interface, the test point, the operational responsibility and cost responsibility for the hand-off of traffic exchanged between CenturyTel and Socket.</p> <p>4.2 A “Single POI” is a single point of interconnection within a LATA on CenturyTel’s network that is established to interconnect CenturyTel’s network and Socket’s network for the exchange of Local Interconnection Traffic and Meet-Point Traffic.</p> <p>4.3 The Parties agree that Socket has the right to choose a single POI or multiple POIs within the LATA.</p> <p>4.3.1 When Socket has established a Single POI (or multiple POIs) in a LATA, Socket agrees to establish an additional POI(s):</p> <p>4.3.1.1 in any TSA apart from any existing POI arrangement when traffic to/from that TSA exceeds an OC12 at peak over three (3) consecutive months, or</p>		<p><u>with CenturyTel on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis and must be mutually agreed upon. CenturyTel will work with Socket in all circumstances to install Interconnection Points within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.</u></p> <p><u>4.1.1 The Parties will interconnect their networks for the transmission and routing of traffic, including exchange traffic and exchange access traffic, in accordance with 47 CFR §51.305 and other Applicable Law, at any technically feasible point. The Parties may use the following network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. The Parties may use any of the minimum points of technically feasible access identified in 47 CFR §51.305, and may utilize, without limitation, the following network facility interconnection.</u></p> <p><u>4.1.1.1 A Mid Span Fiber Meet within</u></p>	<p>is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC’s operations and offerings.</p> <p>Likewise, the Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.</p> <p>3.2 The Commission should reject Socket’s proposed language because it is overly broad, ambiguous, and may result in future disputes between the parties requiring Commission involvement. Socket’s proposal fails to acknowledge that any third party</p>

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			<p>4.3.1.2 at a CenturyTel End Office in a local calling area not served by a CenturyTel tandem when traffic to/from that local calling area exceeds an OC12 at peak over three (3) consecutive months.</p> <p>4.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.</p> <p>4.5 POIs shall be established at any technically feasible point inside the geographical areas in which CenturyTel is the franchised Incumbent LEC and on CenturyTel's network, including CenturyTel tandem offices, end offices as well as entrance facilities and outside plant, including a customer premise.</p> <p>4.6 POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.</p> <p>4.7 Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.</p> <p>5.0 Socket and CenturyTel will enter into a bill and keep arrangement for SS7 traffic provided that all SS7 traffic provisioned over the arrangement is associated with local interconnection traffic and that Socket</p>		<p><u>an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each Party is individually responsible for its incurred costs in establishing this arrangement.</u></p> <p><u>4.1.1.2 A virtual or physical Collocation arrangement at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs.</u></p> <p><u>4.1.1.3 A special access arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs meeting the standards set forth in such tariffs.</u></p> <p><u>4.1.1.4 Existing facilities or the existing facilities of Socket's subsidiaries or affiliates, at the serving wire center locations where Socket or its subsidiaries or affiliates have a facilities presence for switched and/or dedicated access traffic.</u></p> <p><u>4.1.1.5 Lease dedicated transport facilities and/or services from CenturyTel.</u></p> <p><u>4.1.1.6 Transport facilities from a</u></p>	<p>provider must also have the same type of interconnection as Socket, i.e., local interconnection trunks and transit trunks, for IXC traffic, if applicable, in order for CenturyTel to route traffic bound for Socket to a third party provider. Socket's proposal does not reflect this important caveat, without which the language should not be adopted.</p> <p>4.1-4.7 The Commission should reject Socket's demands for a single POI per LATA as improper, contrary to law, and contrary to sound engineering and network architecture principles. CenturyTel's proposal for 4.1, on the other hand, specifically cites compliance with applicable law for both parties. Similarly, with respect to Socket's proposed 4.3, Section 251 only gives Socket the right to choose a single interconnection point, not multiple points, for the exchange of local traffic in an ILEC franchise area. It does not, as Socket would have the Commission believe, permit selection of a single POI per LATA for the exchange of traffic without limitation. Nor, however, does Socket retain unilateral discretion to select multiple points in a local calling area without limit. Rather, multiple points should be implemented only where traffic levels justify doing so (e.g., there are multiple end offices</p>

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			<p>has deployed a similarly situated SS7 network. In the event that Socket chooses to act as its own SS7 service provider, the parties will effectuate a Bill and Keep arrangement and shall share the cost of the SS7 quad links in each LATA between their STPs; provided, however, that said Bill and Keep arrangement and use of SS7 quad links apply only to Socket Local Interconnection Traffic and not to calls that are subject to traditional access compensation as found between a long distance carrier and a local exchange carrier, including Socket acting as a long distance carrier.</p> <p>6.0 INTERCONNECTION METHODS</p> <p>6.1 Where Socket seeks to interconnect with CenturyTel for the purpose of mutually exchanging traffic between networks, Socket may use any of the following methods of obtaining interconnection. Such methods include but are not limited to:</p> <p>6.1.1 Physical Collocation –</p> <p>6.1.1.1 In instances where Physical Collocation is the Interconnection Method, the POI shall be where Socket’s collocation cable facilities (or those of a third-party) physically connect to CenturyTel termination</p>		<p><u>third party, and/or,</u></p> <p><u>4.1.1.7 Any other technically feasible arrangement that the Parties may agree upon.</u></p> <p><u>4.2 The Parties will mutually designate at least one POI on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic.</u></p> <p><u>4.3 The Parties shall make available to each other one-way or two-way trunks, as mutually agreed upon, for the reciprocal exchange of Local Traffic.</u></p> <p><u>4.4 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Information Access Traffic.</u></p> <p>4.5 [Not in Dispute] Socket will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.</p> <p><u>4.6 If third party leased facilities are used for interconnection, the POI will be defined as the CenturyTel office in which the third party's leased circuit</u></p>	<p>in a local calling area where the traffic level to more than one exceeds the DS-1 level) or, if the traffic volume does not justify it, where both parties have otherwise agreed to do so. (See CenturyTel’s 4.1). Further, Socket ignores that the concept of creating a minimum of one POI within a LATA implies a seamless ubiquitous network such as that owned by RBOCs, not smaller, less expansive RLECs like CenturyTel. As an operational matter, Socket’s proposal is unworkable for many local CenturyTel networks because they are not tied together and able to handle intertandem traffic</p> <p>Moreover, Socket’s proposal is not consistent with prevailing law with respect to POIs and responsibility for facilities. Several courts have acknowledged that the cost of transporting traffic can be a relevant consideration in deciding whether the POI is "technically feasible" under Section 251(c)(2)(B) or whether the interconnection rate is "just and reasonable" under Section 252(d)(1) of the Act. For example, in a Third Circuit case, the court noted: "To the extent, however, that WorldCom’s decision on interconnection points [i.e., choosing a single POI that is distant from Verizon's facilities] may prove more expensive to Verizon, the PUC should consider shifting costs to</p>

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			<p>equipment. This shall be identified by the Circuit Facilities Address (CFA) provided by Socket.</p> <p>6.1.2 Virtual Collocation –</p> <p>6.1.2.1 In instances where Virtual Collocation is the Interconnection Method, the POI shall be the last entrance manhole (Manhole Zero). From this manhole into the premises, CenturyTel shall assume ownership of and maintain the fiber. From this manhole toward the Socket’s location, the fiber optic cable remains Socket’s responsibility, with Socket performing all servicing and maintaining full ownership. If Socket is purchasing CenturyTel provided unbundled interoffice facilities as transport, an entrance facility is not required.</p> <p>6.1.3 Fiber Meet Point</p> <p>6.1.3.1 Option 1 – Socket’s fiber cable and CenturyTel’s fiber cable are connected at an economically and technically feasible point between the Socket location and the last entrance manhole at the CenturyTel central office.</p> <p>6.1.3.1.1 The Parties may agree to a location with access to an existing CenturyTel fiber termination panel. In such cases the network interconnection</p>		<p><u>terminates.</u></p> <p>4.7 If Socket utilizes leased facilities under a meet point arrangement between CenturyTel and a third party, the POI will be the CenturyTel office where the leased facility terminates.</p> <p>11.6 Interconnection Calling and Called Scopes for Access Tandem Interconnection and End Office Interconnection.</p> <p>11.6.1 CenturyTel Access Tandem Interconnection calling scope (originating and terminating) is to those CenturyTel end offices specific to this Agreement, which subtenant the CenturyTel access tandem to which the connection is made.</p> <p>11.6.2 CenturyTel End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.</p> <p>5.0 New language inserted by Socket that does not have any corresponding language in CenturyTel’s agreement template. CenturyTel does not understand Socket’s intent so acceptance or any possible compromise language cannot yet be determined.</p> <p>6. X New language inserted by</p>	<p>WorldCom." <i>MCI v. Bell Atl.-Penn.</i>, 271 F.3d 491, 518 (3d Cir. 2001). Instructively, the court cited ¶ 209 of the FCC's original <i>Local Competition</i> Order in support of that conclusion. Similarly, the Ninth Circuit recognized that the ILEC might be entitled to additional compensation under Section 252(d)(1) of the Act, and the state should have considered shifting some of the costs of hauling traffic to the distant POI onto the CLEC (in that case AT&T). <i>US West v. Jennings</i>, 304 F.3d 950, 961 (9th Cir. 2002).</p> <p>Likewise, in the context of a ruling interpreting Verizon-PA's 251 interconnection obligations, the FCC itself stated: "Although several commenters assert that Verizon does not permit interconnection at a single point per LATA, we conclude that Verizon's policies do not represent a violation of our existing rules. ... Verizon acknowledges that its policies distinguish between the physical POI and the point at which Verizon and an interconnecting competitive LEC are responsible for the cost of interconnection facilities. The issue of allocation of financial responsibility for interconnection facilities is an open issue in our Intercarrier Compensation NPRM. (Ed.- Docket 01-92.) We find, therefore, that Verizon complies with</p>

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			<p>point (POI) shall be designated outside of the CenturyTel building, even though the Socket fiber may be physically terminated on a fiber termination panel inside of a CenturyTel building. In this instance, Socket will not incur fiber termination charges and CenturyTel will be responsible for connecting the cable to the CenturyTel Facility.</p> <p>6.1.3.1.2 Conversely, the Parties may agree to a location with access to an existing Socket fiber termination panel. In these cases, the POI shall be designated outside of the Socket building, even though the CenturyTel fiber may be physically terminated on a fiber termination panel inside of a Socket building. In this instance, CenturyTel will not incur fiber termination charges and Socket will be responsible for connecting the cable to the Socket facility.</p> <p>6.1.3.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, Socket and CenturyTel shall mutually determine the provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI.</p> <p>6.1.3.2 Option 2 – Socket will provide fiber cable to the last entrance manhole (Manhole Zero) at the CenturyTel</p>		<p><u>Socket that does not have any corresponding language in CenturyTel’s agreement template. See CenturyTel section 4.1</u></p>	<p>the clear requirement of our rules, i.e., that incumbent LECs provide for a single physical point of interconnection per LATA. Because the issue is open in our Intercarrier Compensation NPRM, we cannot find that Verizon's policies in regard to the financial responsibility for interconnection facilities fail to comply with its obligations under the Act." IN THE MATTER OF APPLICATION OF VERIZON PENNSYLVANIA INC., 16 F.C.C.R. 17,419 (Sept. 19, 2001).</p> <p>In short, Socket’s proposal does not reflect existing law. Further, Socket and CenturyTel recently negotiated a compromise settlement concerning an addendum, in which Socket is generally required to place a POI in every CenturyTel local calling area in which Socket has assigned telephone numbers to customers. This negotiated settlement represents a more fair, balanced and equitable approach than Socket is attempting to take in this arbitration.</p> <p>Finally, because the successor ICA resulting from this proceeding is adoptable by other CLECs exercising MFN rights, CenturyTel would be obligated to tie up or build facilities for all adopting CLECs regardless of the CLEC’s actual traffic need. Socket’s language, therefore, could impose</p>

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			<p>tandem or end office with which Socket wishes to interconnect. Socket will provide a sufficient length of fiber optic cable for CenturyTel to pull the fiber cable to the CenturyTel cable vault for termination. In this case, the POI shall be the manhole location.</p> <p>6.1.4 Socket self-provision and/or leasing of facilities from a third party.</p> <p>6.1.4.1 This would include instances where the Parties connect their networks at the location of a third-party such as a customer premise, building, or other location where CenturyTel has network facilities.</p> <p>6.1.4.2 In this instance, the POI shall be the point of where the facilities of Socket (or those of a third party) physically connect to the facilities of CenturyTel.</p> <p>6.1.5 Leasing of Dedicated Transport Facilities from CenturyTel</p> <p>6.1.5.1 Socket may elect to lease interconnection facilities from CenturyTel at the rates set forth in Article VII – UNE, Schedule of Prices.</p> <p>6.1.5.2 In this instance, the POI shall be where the leased Channel Termination equipment physically connects to the CenturyTel switch or to</p>			<p>substantial personnel and network costs of several hundred \$000s per year for Socket and several \$Ms per year for all adopting CLECs, not to mention operational and customer-affecting issues with the network itself due to the CLECs’ requests.</p> <p>5.0 – The Commission should reject Socket’s confusing, SBC-oriented language. Possibly a product of Socket cutting-and-pasting from the SBC M2A successor ICA, this proposed language, on its face, does not apply to Socket’s relationship with CenturyTel. Additionally, the Commission should independently reject Socket’s proposed language to the extent it requires unqueried calls sent by Socket to be subject to bill and keep. Such a requirement is inconsistent with industry standards and imposes substantial financial and operational burdens on CenturyTel.</p> <p>6.X The Commission should reject Socket’s proposal as unnecessary and potentially problematic in terms of undue specificity that is better left to the parties’ ongoing discussions and which may preclude inherently necessary flexibility in network management. CenturyTel proposes similar language in 4.1 that should address Socket’s concerns. Socket’s proposal, unlike CenturyTel’s, inappropriately attempts to dictate the</p>

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			<p>the cross-connect that connects the leased transmission equipment to the switch.</p> <p>6.1.6 Any other technically feasible method for obtaining interconnection.</p> <p>6.2 Interconnection for 911</p> <p>6.2.1 Interconnection for the routing and exchange of 911 Traffic shall be consistent with the provisions of this Article and with Article XI – 911.</p>			<p>actual technical aspects of interconnection that are best left to a joint meeting between the parties where actual network and physical parameters specific to a location are evaluated. Socket’s inserted technical aspects may not be possible or appropriate in all locations and may present operational and practical difficulties.</p>
Which party’s language should be adopted regarding indirect interconnection?	8	7.0	<p>7.0 <u>INDIRECT NETWORK INTERCONNECTION</u></p> <p>7.1 Where one party chooses to route traffic through a third-Party Transit provider, the third party must have a POI with the originating and terminating carrier in the same LATA as the originating and terminating Parties’ Local Routing Numbers (“LRN”) as defined in the LERG. Each Party must have connection to the third Party.</p>	<p>The Act requires carriers to interconnect directly or indirectly. The FCC rules provide that the CLEC has the right to determine the method of interconnection. Socket wishes to have the option to interconnect indirectly with CenturyTel. Indirect connection promotes efficient use of facilities and provides carriers with beneficial alternative routing options.</p>	<p>7.0 <u>INDIRECT NETWORK INTERCONNECTION</u></p> <p>7.1 Where <u>Parties agree</u> to route traffic through a third-Party Transit provider, the third party <u>tandem switch</u> must <u>be</u> in the same LATA as the originating and terminating Parties’ Local Routing Numbers (“LRN”) as defined in the LERG. Each Party must have connection to the third Party <u>tandem</u>.</p> <p>7.2 <u>Indirect Network Connection is intended to handle de minimus mutual Local Traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection.</u></p> <p>7.3 <u>To the extent that the Parties have utilized any Indirect Network Connection for exchange of Local</u></p>	<p>The Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.</p>

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					<p><u>Traffic, they agree to convert such connection to a direct connection when 1) traffic volumes over such connection reach a DS-1 equivalent, or 2) either Party is being charged more than \$500 monthly in transiting charges.</u></p> <p>7.4 <u>Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.4.5.</u></p>	<p>For example, Socket's attempt in Article II to include local and non-local in the definition of "indirect" traffic, and its failure to separate the two types of traffic here, suggests an attempt, inconsistent with the FTA, to supplant access arrangements. Indirect connections can be used for local and indirect connections can be used for non-local, but the traffic must be separated and/or identified and jurisdictionalized to permit appropriate recovery of costs pursuant to access tariffs.</p> <p>Contrary to Socket's apparent assumption, CenturyTel does not propose refusing or "restricting" indirect interconnection. Precisely to the contrary, CenturyTel actually favors indirect interconnection unless there is sufficient traffic volume to justify direct interconnection. Further, CenturyTel recognizes that the CLEC may choose direct or indirect interconnection under the Act. Instead of precluding indirect interconnection, CenturyTel's proposal simply provide for direct interconnection when it is to both parties' economic advantage to do so.</p> <p>Socket's approach, on the other hand, would also give it the unilateral ability to refuse direct connection when such</p>

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CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE V – INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
						an approach would make economic sense for CenturyTel and CenturyTel is willing to bear those costs. A prior study of a similar type of CLEC showed a potential of \$40K/mo in transiting costs to CenturyTel for each LATA-wide indirect connection to a single ISP-CLEC. In short, Socket's concerns are misguided, and CenturyTel's proposed language is not only consistent with the law, but also best serves public policy and economic considerations.
Should interconnection facilities compensation be based on each party taking responsibility for bringing its facilities to the POI?	9	8.0	<p>8.0 <u>INTERCONNECTION FACILITY COMPENSATION.</u></p> <p>8.1 Each party is responsible for bringing its facilities and trunks to the POI.</p>	<p>Socket proposes language from the Arbitrator's report in the recent M2A successor arbitration. In that arbitration, the ALJ required each party to be responsible for facilities on its side of the POI. In his discussion of this issue, the ALJ stated that "[t]he Commission has previously approved interconnection agreements wherein the two parties have agreed that each party is financially responsible for facilities on its side of the POI. It is a fairly common provision and widely perceived to be fair."</p>	<p>8.0 <u>INTERCONNECTION FACILITY COMPENSATION.</u></p> <p>8.1 <u>The Parties agree to the following compensation for internetwork facilities.</u></p> <p>8.2 Collocation: CenturyTel will charge virtual or physical collocation rate from the applicable CenturyTel tariff.</p> <p>8.3 <u>Local Interconnection Trunks: In accordance with</u> the VNXX interim addendum negotiated between the parties for the previous agreement, and for due consideration of all obligations to be fulfilled under that addendum, each party shall be responsible for the costs on its side of the POI regardless of the direction of traffic. To the extent</p>	<p>Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply,</p>

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					that the interconnection facility is used for both local and incidental non-local traffic, non-local traffic shall be billed in accordance with the party's applicable access tariff.	<p>CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC's operations and offerings.</p> <p>8.3 Notwithstanding the above, CenturyTel and Socket have recently agreed in an addendum to the existing agreement to be responsible for the costs on each party's own side of the POI. This agreement, however, is tied to the acceptance of all obligations under that addendum. To the extent that Socket will agree to abide by the addendum obligations to which it has already agreed, CenturyTel can agree to a more precise version of Socket's proposal</p> <p>8.3 The Commission should adopt CenturyTel's proposed contract</p>

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						language because it merely imposes access charges for transport of non-local traffic as applicable law under Part 69 contemplates when the interconnection facility is used for both local and non-local traffic. It is consistent with prevailing law and does not impose any undue or unwarranted burdens on Socket.
What language should the ICA include regarding intercarrier compensation for transport and termination of traffic?	10	9.0 – 9.6	<p>9.0 INTERCARRIER COMPENSATION FOR LOCAL INTERCONNECTION TRAFFIC</p> <p>9.1 This section addresses Intercarrier Compensation for the exchange of Local Interconnection Traffic.</p> <p>9.1.1 Calls originated by Socket’s end users and terminated to CenturyTel’s end users (or vice versa) will be classified as “Section 251 (b)(5) Traffic” under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different CenturyTel Exchanges that share a common mandatory local calling area, as defined in CenturyTel’s tariff, e.g., mandatory Extended Area Service or other like types of mandatory expanded local calling scopes. Calls originated by</p>	<p>Socket’s proposal for intercarrier compensation complies with Commission precedent and with governing FCC rules. Socket’s proposal limits the applicability of reciprocal compensation consistent with the Commission’s legal and policy decisions in Docket No. TO-2005-0336, the recently completed successor arbitration. Socket follows Commission precedent in applying “bill-and-keep” to all MCA Traffic and to FX Traffic. The compensation rate proposed by Socket for traffic subject to reciprocal compensation comes directly from the FCC’s <i>ISP Remand Order</i>, which applies to all ILECs. The Socket proposal also permits the parties to negotiate and settle on an alternative method of handling reciprocal compensation, including bill-and-keep for all compensable traffic.</p> <p>CenturyTel’s proposed language denies compensation for categories of traffic that the FCC has held are subject to</p>	<p>9.0 <u>Transport and Termination of Traffic</u></p> <p>9.1 <u>Traffic to be Exchanged.</u></p> <p><u>The Parties shall reciprocally terminate Local Traffic including MCA traffic, (or other traffic the Parties agree to exchange) originating on each other’s networks utilizing either Direct or Indirect Network Interconnections as provided in Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any reasonably anticipated material change in traffic to be exchanged, in terms of e.g., traffic type, volume.</u></p> <p>9.2 <u>Compensation For Exchange of Local Traffic.</u></p> <p>9.2.1 <u>Local Mutual Compensation.</u></p> <p><u>The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the</u></p>	<p>Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket’s effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of</p>

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Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			<p>CenturyTel’s end users and terminated to as ISP served by Socket (or vice versa) will be classified as compensable “ISP-Bound Traffic” in accordance with the FCC’s Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (“FCC ISP Compensation Order”) if the call (i) originates from end users and terminates to as ISP in the same CenturyTel exchange area; or (ii) originates from end users and terminates to an ISP within different CenturyTel Exchanges that share common mandatory local calling area, as defined in CenturyTel’s tariff, e.g., mandatory Extended Area Service or other like types of mandatory expanded local calling scopes.</p> <p>9.2 For purposes of Intercarrier Compensation, Section 251(b) (5) Traffic, ISP-Bound Traffic, Foreign Exchange Traffic (“FX Traffic”), and Transit Traffic shall be further defined as MCA traffic and non-MCA traffic.</p> <p>9.2.1 MCA Traffic is traffic originated by a party providing a local calling scope pursuant to the Case No. TO-92-306 and Case No. TO-99-483</p>	<p>intercarrier compensation, most notably ISP-Bound Traffic. In addition, CenturyTel erroneously seeks to apply intrastate access charges to FX traffic (even in MCA areas where the Commission has held that bill-and-keep applies).</p>	<p><u>Parties’ end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. The Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties’ respective intrastate or interstate access tariffs, as appropriate.</u></p> <p>9.2.2 <u>Bill and Keep. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties’ total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.</u></p> <p>9.2.3 <u>VNXX Traffic. If Socket</u></p>	<p>scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC’s operations and offerings.</p> <p>The Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other</p>

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Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			<p>(MCA Orders) and routed as a local traffic based on the calling scope of the originating party pursuant to the MCA Orders.</p> <p>9.3 Non-MCA Traffic is all Section 251(b) (5) Traffic, ISP Traffic, Foreign Exchange Traffic, and Transit Traffic that is not defined as MCA Traffic.</p> <p>9.4 Compensation for MCA Traffic including Section 251(b) (5) Traffic, ISP Traffic, Foreign Exchange Traffic.</p> <p>9.4.1 Consistent with the Commission’s decision in Case No. TO-92-306 and Case No. TO-99-483, all MCA traffic shall be exchanged on a bill and keep basis. The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission’s final order.</p> <p>9.5 Compensation for Non-MCA</p>		<p><u>assigns NPA/NXXs to a customer physically located outside of the CenturyTel Local Calling Area containing the rate center with which the NPA/NXX is associated, traffic originating from CenturyTel customers within that CenturyTel Local Calling Area to Socket customer physically located outside of the CenturyTel Local Calling Area, shall not be deemed Local Traffic but shall be at bill and keep (provided that Socket agreed to maintain the terms of the recent addendum agreement between CenturyTel and Socket whereby Socket agreed to place a POI at every CenturyTel end office and where all ISP-bound traffic is at bill and keep. Should Socket not agree to abide by its recent addendum terms, CenturyTel reserves the right to revert to its advocacy position on this issue which is that access charges do apply to all ISP-bound traffic that terminates to a physical ISP location outside of the local calling area.)</u></p> <p>9.2.X MCA Transit Traffic. Neither party shall assess transit charges on any MCA transit traffic.</p> <p>9.2.XX FX Traffic. (CenturyTel</p>	<p>restrictions/charges on non-local traffic.</p> <p>Further, particularly in 9.5.1, Socket improperly attempts to impose upon CenturyTel the ISP Remand rate, which is specifically a CenturyTel (ILEC) choice alone under the provisions of that Order. Although SBC may have adopted this rate, which accounts for it being in the M2A Socket attempts to impose here, CenturyTel has not adopted this rate. Socket is not entitled to unilaterally impose that rate on CenturyTel or utilize this arbitration proceeding to supplant CenturyTel’s decision-making authority in that respect.</p> <p>Moreover, Socket also ignores the FCC’s contention that bill and keep is the preferred method of compensation for all ISP-bound traffic and Socket seeks to reimpose compensation for ISP-bound traffic where previously such traffic between CenturyTel and Socket was already at bill and keep under a Commission-approved agreement. Also, Socket and CenturyTel recently negotiated a compromise settlement concerning an addendum, in which all ISP-bound traffic is subject to bill and keep. That negotiated settlement represents a more fair, balanced and equitable approach than Socket is demanding in this</p>

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			<p>Section 251(b) (5) Traffic, Non-MCA ISP Traffic and Non-MCA Foreign Exchange Traffic.</p> <p>9.5.1 The Parties will compensate each other on a minute of use basis at \$0.0007 per minute of use for all non-MCA Section 251(b) (5) Traffic and non-MCA ISP-Bound Traffic. The rate of \$.0007 per minute of use shall not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. The transport and termination compensation for FX Traffic will be Bill and Keep. To the extent that ISP-Bound Traffic is provisioned via FX or FX-type arrangements, it is subject to the compensation mechanism of Bill and Keep. “Bill and Keep” refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party’s network.</p> <p>9.5.1.1 The Terminating Carrier shall be responsible for not billing any minutes of use on its network that are FX Traffic. To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be FX Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid.</p>		<p>anticipated providing compromise language shortly.)</p> <p>(CenturyTel proposes inserting the following in Article II- Definitions-</p> <p>MCA Traffic- Traffic originated by a party providing a local calling scope pursuant to the Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and routed as a local traffic based on the calling scope of the originating party pursuant to the MCA Orders.)</p>	<p>arbitration.</p> <p>Further, Socket’s proposal in 9.5.1 also ignores the fact that users of FX services compensate a LEC for the loss of access revenue by paying for a dedicated interexchange circuit. With Socket’s position, Socket pockets all of the circuit revenue from the end user while CenturyTel loses the originating access revenue. Socket likewise ignores the existing standard business practice whereby LECs compensate each other in the case of joint provisioning of an interexchange service.</p> <p>Since the parties’ successor ICA resulting from this proceeding is adoptable by other CLECs exercising MFN rights and the ISP Remand rate applies ILEC-wide, Socket’s proposed language would effectively require CenturyTel to move to the ISP Remand Order rate for all agreements in Missouri. Aside from the unlawful nature of Socket’s demands, they are impractical from a policy perspective and unduly costly.</p>

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			<p>9.5.2 The Parties may mutually agree to another compensation arrangement. In the event the Parties do mutually agree to another Intercarrier Compensation arrangement, the Parties will make the necessary amendment to the Interconnection Agreement to include that arrangement in the Agreement.</p> <p>9.6 Compensation for Termination of Non-PIC'd IntraLATA Interexchange Toll Traffic.</p> <p>9.6.1 IntraLATA Interexchange Traffic that is carried on jointly provided LEC-to-LEC network is considered as IntraLATA Toll Traffic and is subject to tariffed access charges. Billing arrangements are outlined in Section 10 – Recording and Billing of this Article.</p> <p>9.6.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access tariff(s).</p> <p>9.6.3 For interstate IntraLATA service compensation for terminating of</p>			

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			Intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariffs.			
What are the appropriate rates, terms and conditions for compensation for transit traffic?	11	10.0	<p>10.0 TRANSIT TRAFFIC</p> <p>10.1 Compensation for MCA Transit Traffic</p> <p>10.1.1 Consistent with the Commission's decision in Case No. TO-92-306 and Case No. TO-99-483 and notwithstanding any other provision of the agreement to the contrary, neither party shall assess transit charges on any MCA transit traffic.</p> <p>10.2 Compensation for Non-MCA Transit Traffic.</p> <p>10.2.1 The Transit Rate is charged by the Transit Provider to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the Transit Provider's End User.</p> <p>10.2.2 The Transit Rate is based upon the tandem switching and common transport rates set forth in Article VII, Schedule of Pricing.</p> <p>10.2.3 Where the Transit Provider is sent CPN by the originating carrier, the</p>	<p>Socket's proposed language on Transit Traffic is consistent with prior Commission precedent, as reflected most recently in Docket No. TO-2005-0336, the arbitration of the successor agreement to the M2A. Socket's proposal recognizes that transit compensation is not required if the traffic involved constitutes MCA traffic. Moreover, the Socket language includes important provisions left out of the CenturyTel proposals (including a mutual commitment to pass Calling Party Number information to the other party, which will increase the transiting carrier's ability to bill for the traffic it transits). Socket's contract language most accurately reflects the Commission's legal and policy determinations on transit traffic.</p>	<p>10.0 <u>The Parties will provide Tandem Switching for Local Traffic between the Parties' end offices subtending each other's access Tandem, as follows:</u></p> <p>10.1 <u>The originating Party will compensate the Tandem Party for each minute of non-MCA originated Tandem switched traffic which terminates to a third party (e.g., other Socket, ILEC, or wireless service provider). The applicable rate for this charge is the Tandem Transiting charge identified in Appendix A.</u></p> <p>10.2 <u>The originating Party also assumes responsibility for compensation to the company that terminates the call. Compensation to third parties terminating traffic on either Party's behalf shall be covered by specific arrangements between the originating Party and the terminating third party.</u></p> <p>10.3 <u>Each Party shall deliver Tandem traffic to CenturyTel with CCS and the appropriate Transactional</u></p>	<p>Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations,</p>

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			<p>Transit Provider will send the original and true CPN to the terminating Party.</p> <p>10.2.4 In the event one Party originates traffic that transits the other Party’s network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.</p> <p>10.2.5 Unless otherwise provided in this Agreement, neither the terminating party nor the Transit provider will be required to function as a billing intermediary, e.g. clearinghouse.</p> <p>10.2.6 Socket will pay the Local Transit Traffic rates to CenturyTel for calls that originate on Socket’s network and are sent to CenturyTel for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. CenturyTel will pay the same Local Transit Traffic rate to Socket for such calls that originate on CenturyTel’s network and are sent through Socket for termination on a CMRS Provider’s network. Each Party shall be responsible for any necessary interconnection agreements with CMRS</p>		<p><u>Capabilities Application part (“TACP”) message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.</u> Where the Transit Provider is sent CPN by the originating carrier, the Transit Provider will send the original and true CPN to the terminating Party pursuant to the Missouri Enhanced Records Exchange Rule; Case No. TX-2003-0301.</p> <p>10.4 <u>The Parties will provide Tandem switching for Local Traffic between the Parties’ end offices subtending each other’s access tandem.</u></p> <p>10.5 <u>Parties agree to enter into their own agreements with third-party providers. In the event that Socket sends traffic through CenturyTel’s network to a third-party provider with whom Socket does not have a traffic interexchange agreement, then Socket agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.</u></p> <p>10.6 <u>Tandem Transit Traffic and Compensation</u></p> <p>10.6.1 <u>Tandem Transit Traffic is non-</u></p>	<p>procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC’s operations and offerings.</p> <p>Moreover, Socket’s language is inconsistent with FCC precedent providing that the transiting carrier may bill the terminating carrier, and the terminating carrier may bill the originating carrier for any transiting charges it had to pay. This compensation structure provides appropriate incentives for the parties to enter into direct interconnection arrangements where it is economically sensible for them to do so. CenturyTel’s proposal best comports to prevailing law, as well as the operational and economic realities of transiting arrangements.</p> <p>Notwithstanding the above disputes, CenturyTel agrees with Socket’s proposal that the parties should mutually agree to provide CPN (or CN, if it is different from CPN) so they can track and bill appropriately for traffic</p>

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			provider's network.		<p><u>MCA telephone exchange service that originates on Socket's network, and is transported through a CenturyTel Tandem to the Central Office of a Socket, ILEC other than CenturyTel, CMRS Carrier, or other LEC, that subtends the relevant CenturyTel Tandem to which Socket delivers such traffic. Neither the originating nor the terminating customer is a Customer of CenturyTel. Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.</u></p> <p>10.6.2 <u>CenturyTel will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a Socket, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls. Parties will agree to acceptable measurement definition based on busy hour logic or agree to use any Industry standard that may be established.</u></p> <p>10.6.3 <u>Socket shall pay CenturyTel for non-MCA Transit Service that Socket originates at the rate specified in Appendix A, plus any additional charges or costs the receiving Socket, ILEC, CMRS carrier, or other LEC,</u></p>	<p>between their networks. This is something CenturyTel has been actively lobbying the FCC to require of all originating and transiting carriers. Socket's language, however, fails to consider the applicable law of the Missouri Enhanced Records Exchange Rule; Case No. TX-2003-0301. Despite 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 anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.</p>

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					<p><u>imposes or levies on CenturyTel for the delivery or termination of such traffic, including any Switched Exchange Access charges.</u> Consistent with the Commission’s decision in Case No. TO-92-306 and Case No. TO-99-483 and notwithstanding any other provision of the agreement to the contrary, neither party shall assess transit charges on any MCA transit traffic.</p> <p>10.6.4 <u>Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.</u></p> <p>10.6.5 <u>The Parties agree to enter into their own agreements with third-party providers. In the event that Socket sends traffic through CenturyTel’s network to a third-party provider with whom Socket does not have a traffic interexchange agreement, then Socket agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.</u></p>	
Should the interconnection be designed to promote network efficiency and non-discrimination?	12	11.1	<p>11.0 <u>TRUNKING</u></p> <p>11.1 Trunking Requirements: The interconnection of Socket and CenturyTel networks shall be designed to promote network efficiency. CenturyTel will not impose any</p>	Socket’s language ensures that CenturyTel may not impose trunking restrictions on Socket that CenturyTel does not impose on itself. This parity requirement is essential to maintaining efficient and equitable network interconnection arrangements.	<p>11.0 <u>TRUNKING</u></p> <p>11.1 Trunking Requirements:</p> <p>In accordance with Article III, it will be necessary for the Parties to have met <u>and agreed on</u> trunking, forecasting,</p>	While CenturyTel naturally recognizes that it is subject to certain nondiscrimination and parity-based obligations, Socket’s proposed contract language is unnecessary and ignores critical issues CenturyTel raised

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			<p>restrictions on Socket that are not imposed on its own traffic with respect to trunking and routing options afforded to Socket.</p> <p>In accordance with Article III, it will be necessary for the Parties to have met and discussed trunking, forecasting, availability and requirements in order for the Parties to begin exchange of traffic.</p>	<p>Socket proposes that parties be able to begin exchanging traffic after they have discussed trunking, forecasting, and availability. It is not necessary for the parties to reach complete agreement on all future trunk forecasts and hypothetical availability issues before beginning to exchange traffic. Such a limitation would unreasonably limit Socket's ability to operate under the ICA.</p>	<p>availability and requirements in order for the Parties to begin exchange of traffic.</p>	<p>relating to trunking. To the extent Socket's language merely reflects obligations otherwise imposed by law (i.e., nondiscrimination), it is unnecessary, cumbersome, and mere surplusage.</p> <p>Further, Socket inappropriately ignores valid network-based concerns regarding traffic forecasts. Without support or analysis, Socket states that it is not necessary for the parties to reach agreement in advance of exchanging traffic. Initially, it is worth observing that elsewhere Socket insists on voluminous contractual provisions detailing many aspects of ordering and provisioning that are external to all of CenturyTel's existing ICAs (See, e.g., issues 5, 6, 14 and 21). To properly manage the network, ensure adequate processes and procedures are in place, and minimize network or customer disruption, the parties should discuss and arrive at agreement on traffic expectations. For example, Socket's language does not reflect the engineering realities of a network where a forecast at any given point in time does not guarantee capacity when a CLEC actually places an order. Providing network capacity to a POI where CenturyTel has not agreed on trunking, forecasting and availability could present a problem as normal circuit orders that will impact capacity are worked all the time. Arriving at</p>

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						agreement would also minimize the potential for future disputes between the parties.
Where available, should there be a preference for two way trunks?	13	11.1.1	<p>11.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. Where available, the Parties will use two-way trunks for delivery of Local Interconnection Traffic, or either Party may elect to provision its own one-way trunks for delivery of Local Interconnection Traffic to the other Party. If a Party elects to provision its own one-way trunks when two-way trunking is available, that Party will be responsible for its own expenses associated with the trunks. If two-way trunking is not available, the Parties shall use one-way trunking for the exchange of Local Interconnection Traffic and each Party will be responsible for its own expenses associated with its own one-way trunks.</p>	<p>Where available, two-way trunking architecture is the appropriate architecture. Two-way trunking is the most efficient method of trunking for the network to minimize the impact on tandem and end office trunk port capacity for both parties.</p> <p>CenturyTel’s proposal to limit trunks to delivery of “Local Traffic” (as CenturyTel defines the term) is unprecedented. Under CenturyTel’s definition and limitation, Socket would be prohibited from delivering ISP-Bound Traffic, FX Traffic, Transit Traffic and other types of traffic that are commonly delivered over local trunks by other ILECs in Missouri. CenturyTel’s position is contrary to the Act and the FCC’s rules regarding ILEC interconnection obligations.</p>	<p>11.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. <u>The Parties will mutually agree where one-way or two-way trunking will be available.</u> The Parties <u>may</u> use two-way trunks for delivery of <u>Local Traffic</u>, or either Party may elect to provision its own one-way trunks for delivery of <u>Local Traffic</u> to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.</p>	<p>The Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.</p> <p>The Commission should reject Socket’s proposed language because it is overly broad and without proper discussion and limitation, could set up conditions that permit arbitrage and the potential for phantom traffic. Further, CenturyTel understands that 2-way trunking may be economically preferable in many instances, it is not appropriate in all cases. CenturyTel’s</p>

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						<p>proposal is more reasonable and affords the parties additional flexibility to manage their relationships as necessary on an ongoing basis. Even if two-way trunking is technically available, for example, the parties should not be compelled to use two-way trunking unless they both agree to do so. Socket does not cite any federal requirement that permits an imposition of two-way trunks.</p> <p>Finally, the Commission should reject Socket's proposed language because it would improperly shift costs to CenturyTel for which Socket should reasonably remain responsible. The Intercarrier Compensation Reform underway at the Federal level currently contemplates that CenturyTel's obligation would stop at the exchange boundary, but Socket's proposal would impose cost and other obligations on CenturyTel beyond its exchange boundary. Further, see also the relevant authority referenced above in Issue #7, which illustrate that a CLEC should be responsible for costs beyond the local calling area boundary.</p>
Should the agreement contain definitive trunking requirements?	14	11.1.2	<p>11.1.2 The parties shall establish trunk group as follows:</p> <p>11.1.2.1 The Parties shall make available to each other two-way trunks (where available) for the reciprocal exchange of combined 251(b) (5)</p>	Trunking arrangements are essential to efficient interconnection. Socket's proposed language definitively describes several typical types of service and identifies the trunking arrangements applicable to them.	11.1.2 <u>Socket and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Socket and CenturyTel will support the</u>	The Commission should reject Socket's proposed contract language because it attempts to unilaterally supplant CenturyTel's network management and operations, and may present problems with phantom traffic and circumvention

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			<p>Traffic, ISP Traffic, Foreign Exchange Traffic, Transit Traffic, and non-PIC'd or non-equal access IntraLATA toll traffic. In the event two-way trunking is not available, each party will route combined 251(b) (5) Traffic, ISP Traffic, Foreign Exchange Traffic, Transit Traffic, and non-PIC'd or non-equal access IntraLATA toll traffic on one-way trunk groups.</p> <p>11.1.2.1.1 Where Socket Offers Service for the exchange of Local Interconnection Traffic in an LCA that is not within an MCA, Socket shall establish dedicated trunking to each End-Office that is not a Remote End-Office in that LCA when forecasted or actual traffic volumes exceed 24 DS0s at peak.</p> <p>11.1.2.1.2 Where Socket Offers Service for the exchange of Local Interconnection Traffic in an LCA that is within an MCA, Socket shall establish dedicated trunking to Local Tandem or to a single End-Office that is not a Remote End-Office within the MCA when forecasted or actual traffic volumes exceed 24 DS0s at peak.</p> <p>11.1.2.1.3 Additional Dedicated Trunking may be established by mutual agreement of the Parties.</p> <p>11.1.2.2 Meet Point Traffic will be transported between the CenturyTel</p>	Without such detailed requirements, disputes may often arise about the appropriate use of various trunking arrangements.	<p><u>provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from Socket to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs.</u></p>	<p>of other obligations. On its face, Socket's proposal attempts to dictate the types of trunks that will be used, mixes inappropriate types of traffic on the same trunks, and imposes obligations upon CenturyTel that are not imposed by applicable law in Part 51.3 or elsewhere.</p> <p>Further, Socket's proposal may allow a CLEC to circumvent applicable law under 251(g) and Part 69, and to unlawfully circumvent access compensation when the interconnection facility is used for both local and non-local traffic. While there may be some incidental non-local traffic on local trunks, Socket must remain responsible for compensating CenturyTel for any such non-local traffic. The parties are better served by working out the trunking and traffic exchange details in a joint meeting.</p>

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			<p>Access Tandem Switch and Socket over a “meet point” trunk group separate from the Local Interconnection Trunk Groups. This trunk group will be established for the transmission and routing of Exchange Access traffic (InterLATA and IntraLATA Toll Traffic routed via an IXC) between end users of one Party attempting to use an interexchange carriers connected to the other Party’s Switch. If CenturyTel has more than one Access Tandem Switch within a Local Exchange Area, Socket may utilize a single “meet point” trunk group to one CenturyTel Access Tandem Switch within the Local Exchange Area in which Socket homes its NPA/NXXs. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple IXCs can be combined on this trunk group.</p> <p>11.1.2.3 Separate Trunks will be utilized for connecting Socket’s switch to the POI and ultimately to each 911/E911 tandem or selective router. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.</p>			
Should the parties be	15	11.1.3.1	Intentionally Left Blank.	CenturyTel’s proposal is contrary to	11.1.3.1 <u>As stated in 4.2, the Parties</u>	The Commission should adopt

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required to mutually agree on one POI in each CenturyTel local calling area?				<p>current law and public policy and violates the principle that, subject to technical feasibility, Socket has the right to determine how it will interconnect with CenturyTel.</p> <p>Section 251 of the Act and the FCC's implementing rules require an ILEC to allow a CLEC to interconnect at any technically feasible point within the ILEC's network. If CenturyTel denies a proposed interconnection, the FCC requires that CenturyTel prove that Socket's preferred method of interconnection is not technically feasible.</p>	<p><u>will mutually designate at least one IP on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic.</u></p>	<p>CenturyTel's proposed contract language, which is consistent with existing law and makes better operational sense. <u>Section 251 only gives Socket the right to choose a single technically feasible interconnection point for the exchange of local traffic in an ILEC franchise area.</u> Because some of CenturyTel's local networks within a LATA are not tied together and not able to handle intertandem traffic, Socket's position is overly broad and not feasible.</p> <p>Further, Socket and CenturyTel recently negotiated a compromise settlement iconcerning an addendum, in which Socket is generally required to place a POI in every CenturyTel local calling area where Socket has assigned telephone numbers to customers. This negotiated settlement represents a more fair, balanced and equitable approach than Socket is demanding in this arbitration.</p> <p>Finally, because the successor ICA resulting from this proceeding is adoptable by other CLECs exercising MFN rights, CenturyTel would be obligated to tie up or build facilities for all adopting CLECs regardless of the CLEC's actual traffic need. Socket's language, therefore, could impose substantial personnel and network costs of several hundred \$000s per year for Socket and several \$Ms per year for all</p>

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						adopting CLECs, not to mention operational and customer-affecting issues with the network itself due to the CLECs' requests.
Should routing local interconnection traffic over switched access service trunks be prohibited?	16	11.1.3.2	11.1.3.2 Neither Party shall route IXC Switched Access Service traffic over local interconnection trunks.	A CLEC will have many different kinds of circuits connecting from its switch to the CenturyTel serving wire center. For example, there will be circuits used for trunking (to connect the CLEC switch to ILEC switches so that local calls can cross between the two networks). There will also be circuits to connect to the access tandem, so that calls to and from interexchange carriers can complete, trunks to 911, to directory assistance, to choke trunk groups, and then there are many circuits going from the CLEC switch, through the serving wire center of SBC and on to the CLEC customers. CenturyTel proposes to prevent a CLEC to utilize the same facility that spans from the CLEC switch to the serving wire center to carry all of the above circuits. To require the CLEC to order one facility at special access rates for the switched access traffic, another facility at TELRIC (UNE) prices for local trunking, and a separate facility at UNE prices for the circuits that connect to customers often results in utilizing three times as many facilities and is extremely wasteful, and runs up the costs that the CLEC must incur. The FCC appears to have recognized	11.1.3.2 Neither Party shall route IXC Switched Access Service traffic over local interconnection trunks, <u>or Local Traffic over Switched Access Service trunks.</u>	The Commission should reject Socket's proposed contract language because it is fundamentally inconsistent with prevailing law and may inappropriately give rise to arbitrage or circumvention of traffic/routing restrictions. Section 251(g) of the Act, for example, supports the continued application of access charges to switched access traffic, and there is no support for routing IXC traffic over local trunks, or local traffic over access trunks. To preserve proper rating and jurisdictionalization of traffic, it should be segregated. If Socket has insufficient traffic to justify purchase of multiple trunks, it may route all the traffic over a special access facility purchased under tariff. Socket argues that CenturyTel's language limits facility use, but CenturyTel would actually permit the same facility but different trunks. For example, Socket could have one DS1 facility and split the trunks into two -12 trunk groups, but the traffic would be segregated. Finally, CenturyTel also notes that pursuant to industry standards and tariffs, neither 911 nor DA are provided over interconnection trunks.

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				the problem and instructed that CLECs be allowed to combine different types of services on the same facility.		
How should expenses be divided for trunking facilities on each party's side of a POI?	17	11.1.5	11.1.5 Consistent with Section 5.7, Each party will be responsible for the expenses associated with its own portion of the trunking on its own side of the Point of Interconnection.	Socket proposes that each party be responsible for the expenses associated with its own portion of the trunking on its own side of the POI. In the recent M2A Successor arbitration, the ALJ required each party to be responsible for facilities on its side of the POI. In his discussion of this issue, the ALJ stated that “[t]he Commission has previously approved interconnection agreements wherein the two parties have agreed that each party is financially responsible for facilities on its side of the POI. It is a fairly common provision and widely perceived to be fair.”	11.1.5 <u>Upon request, the Parties will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic and carried on local interconnection trunks, subject to the audit provisions in Article III Section 10.5.2. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.</u>	Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about

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						<p>developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC's operations and offerings.</p> <p>In accordance with 47 C.F.R. § 51.305 and the precedent referenced above in Issue #7, CenturyTel's interconnection compensation proposal allows the parties to mutually decide to allocate the cost of trunking according to the amount of non-local traffic in each direction. The Commission should not adopt contract language, as Socket proposes here, that precludes the flexibility necessary to manage the parties' relationship and operations. As in issue 9, CenturyTel only imposes access charges for transport of non-local traffic as applicable law in 251(g) and Part 69 contemplate when the interconnection facility is used for both local and non-local traffic.</p> <p>Finally, CenturyTel's proposed language presents operational and practical advantages over Socket's proposal. For example, CenturyTel's language deals with local and non-local traffic where it can't be measured. At</p>

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						that point, the PLU would be used to factor for billing. Socket does not provide for this possibility.
Should CenturyTel's language regarding joint planning criteria that is already included in Article III be repeated in Article V?	18	11.4	Intentionally Left Blank.	Socket does not believe the language proposed by CenturyTel is appropriately included in Article V because the language is already included in agreed language in Article III.	11.4 <u>Joint Trunk Planning Criteria. In order to facilitate sound and economical network planning and provisioning, the Parties agree to work cooperatively. to establish appropriate (i) fill factors for trunks previously deployed for the Socket; (ii) compensation arrangements to reflect CenturyTel's and the Socket's proportionate use of the trunking; (iii) strand plant or special construction termination charge to Socket for not utilizing the ordered trunking; and (iv) to establish appropriate time frames to reflect whether the Socket ordered trunking is Currently Available.</u>	The Commission should adopt CenturyTel's proposed contract language because, contrary to Socket's misleading assertions otherwise, the similar provisions that exist in Article III do not exhaustively address the substantive criteria at issue here. The language in Article III does not completely cover all aspects of Joint Planning and this language is needed for clarification. As an alternative, if Socket prefers to move these clarifications to Article III, then CenturyTel would be willing to do so.
Should the example used in this section match the defined terms contained in this Article?	19	12.1	12.1 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Interconnection Traffic shall be billed in arrears.	The proper defined term in the example provided in this language is "Local Interconnection Traffic." The ICA should not provide an example of how its provisions are to be implemented that uses a term that makes the example itself misleading. The parties have a dispute over whether compensation applies to "Local Interconnection Traffic" or simply to "Local" traffic, so this example implicates a larger dispute, and its inclusion in the ICA (depending on the resolution of the larger dispute) could spur future disputes.	12.1 charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local shall be billed in arrears.	The Commission should reject Socket's attempt to unduly expand the scope of the parties' successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is "local" or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would

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						promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.
Should this Article recognize that terminating carriers may rely on terminating records for billing the originating carrier?	20	12.3	<p>12.3 Recording and Billing for Local Interconnection Traffic</p> <p>12.3.1 Consistent with 4 CSR 240-29.080, the Terminating Carrier may utilize information received from the originating and/or transiting carrier to prepare Industry Standard Category 11 records to generate accurate billing invoices submission to the Originating Carrier. All billing invoices shall be based upon Category 11 records and such records shall be made available to the originating carrier upon request at no charge. Originating Carrier carriers are required to compensate Terminating Carriers on the basis for such accurate invoices.</p> <p>12.3.2 The terminating carrier may identify the originating carrier that it bills based on the Originating operating company number (OCN) associated with the caller identification number. Certain type I wireless interconnections may utilize blocks of fewer than one thousand (1,000) numbers. In such instances, wireless-originated calls may be attributed to wireline carriers. In the event that the terminating carrier, using the OCN identified in the LERG</p>	Socket’s proposal ensures that industry standards are met regarding the use of terminating switch records for the billing of intercarrier compensation. In addition, Socket’s language spells out the parties’ obligations to one another regarding the preparation and submission of intercarrier compensation bills. This language should provide for certainty between the parties and reduce the incidence of billing disputes.	<p><u>New language inserted by Socket that does not have any corresponding language in CenturyTel’s agreement template.</u></p> <p>12.3 Recording and Billing for Local Interconnection Traffic</p> <p>All recording and billing of Local Interconnection Traffic shall be in compliance with the provisions of the Missouri Enhanced Records Exchange Rule; Case No. TX-2003-0301.</p>	<p>For the reasons more fully set forth in issue 11 above, the Commission should reject Socket’s proposed language. Moreover, Socket’s language would impose obligations on CenturyTel that exceed its obligations under the FTA. CenturyTel has been lobbying the FCC for a rule requiring all carriers to provide accurate identifying information in the signaling and EMI records according to industry standards so carriers can accurately track and bill for traffic between networks. That does not mean that all such records need be provided upon request, at no charge. Rather, current law contemplates that a CLEC should compensate an ILEC for any and all work that the ILEC performs on its behalf. To the extent Socket’s language would relieve it of any obligation to compensate CenturyTel for work done on Socket’s behalf, it is inconsistent with the law and should be rejected.</p> <p>Further, Socket’s language improperly fails to consider the applicable law of the Missouri Enhanced Records Exchange Rule; Case No. TX-2003-</p>

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			<p>erroneously bills a carrier other than the Originating Carrier, then the carrier whose OCN was identified shall notify the terminating carrier and the parties shall work jointly to identify the originating carrier.</p> <p>12.3.3 The terminating carrier will use the originating and terminating caller identification numbers to determine the jurisdiction of the call.</p> <p>12.3.4 These provisions shall not apply to any traffic exchanged under a bill and keep arrangement unless either Party requests otherwise.</p>			0301.
Should service ordering, provisioning, and maintenance standards be included in the ICA?	21	12.3, 12.4, 12.5	Intentionally Left Blank.	<p>Socket has proposed comprehensive articles to the ICA addressing Service Ordering and Provisioning, as well as detailed provisions regarding Billing. Socket strongly objects to CenturyTel's proposal to have these issues excluded from the ICA – and thus from the Commission's oversight in dispute resolution proceedings. Ordering and provisioning are much too critical to ILEC obligations to open competitive markets to be left to unenforceable "service guides" that are not subject to negotiation and are completely under the ILEC's control.</p>	<p><u>12.3 Service Ordering, Service Provisioning, and Billing.</u></p> <p><u>Socket will order services for number portability, directly from CenturyTel. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance for non-access services shall be governed by the CenturyTel Service Guide.</u> CenturyTel will provide Socket with advance notice of changes to CenturyTel's procedures as stated in the Service Guide and Socket has the right to raise a valid dispute under the terms of this agreement if a change materially affects Socket's service.</p> <p>If there is any variation in the terms of this agreement and the terms in</p>	<p>The Commission should adopt CenturyTel's proposed contract language because it preserves CenturyTel's ability to manage and operate its network with the flexibility it requires. Socket, to the contrary, ignores applicable law giving ILECs the right to establish their own processes and procedures for ordering, provisioning and billing. Rather, Socket would dictate that CenturyTel accede to and change its processes and procedures to those uniquely desired by Socket. Since only the ILEC has the obligation under law to make an agreement available by adoption, it is the ILEC who must ensure that processes and procedures are internally consistent, consistent with Industry Standards and consistently applied to</p>

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CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE V – INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
					CenturyTel's Service Guide, the terms of this agreement shall prevail,	all competitors. Socket would give any CLEC the unilateral right to dictate ILEC processes and procedures. CenturyTel understands that Socket should have advance notice of changes to CenturyTel's procedures and the ability to raise a valid dispute if a change materially affects Socket's service.
Should the ICA include provisions that specify what rate element each carrier is entitled to receive in meet-point arrangements?	22	13.0, 13.1.1, 13.2	<p>13.0 MEET-POINT ARRANGEMENT AND BILLING (MPB)</p> <p>13.1.1 As set forth in Section 11.1.2.2, the Parties will establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.</p> <p>13.2 Compensation for Meet-Point Traffic.</p> <p>Billing to Access Service customers for the Switched Access Services jointly provided by Socket and CenturyTel via the MPB arrangement shall be according to the multiple-bill/multiple tariff method as described in the MECAB guidelines. This means each Party will bill the portion of</p>	<p>Socket proposes language that the parties will establish meet point billing arrangements, while CenturyTel proposes that the parties should be required to mutually agree to establish the arrangements.</p> <p>Socket provides additional detailed language that addresses compensation in Meet Point Billing Arrangements.</p>	<p>13.0 MEET-POINT BILLING (MPB)</p> <p>13.1.1 As set forth in Section 11.1.2.2, the Parties <u>may mutually</u> establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.</p> <p>13.2 Compensation</p> <p>Billing to Access Service customers for the Switched Access Services jointly provided by Socket and CenturyTel via the MPB arrangement shall be according to the multiple-bill/multiple tariff method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.</p>	<p>The Commission should reject Socket's proposed contract language because it imposes overly broad obligations and precludes the flexibility necessary for the parties' to manage their interconnection relationship. CenturyTel proposes that the parties should be required to mutually agree to establish meet point billing arrangements rather than allow one party to dictate the terms of such arrangements to the other. The provisions for MPB compensation are set forth in the MECAB guidelines which are incorporated by reference. Acceding to Socket's proposal would make it difficult to incorporate changes of law in this area or changes to MECAB industry standards.</p>

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			<p>service it provided at the appropriate tariff, or price list. In a Meet-Point Arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges (“RIC”) and common carrier line (“CCL”) charges associated with the traffic or such other charge(s) as replace(s), supplement(s), or supersede(s) the RIC and/or CCL. The Parties further agree that in those MPB situation where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges, as appropriate, and such other applicable charges that are FCC/PSC mandated, tariff specified, or are mutually agreed upon by both CenturyTel and Socket. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges that are FCC/PSC mandated, tariff specified, or mutually agreed upon by both CenturyTel and Socket. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges or such other</p>			

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			charge(s) as replace(s), supplement(s) or supersede(s) the RIC and/or the CCL, as appropriate, and such other applicable charges.			
Should the parties charge one another for exchange of usage data?	23	13.1.7	1.3.1.7 Socket and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.	Socket proposes that the exchange of usage data be provided at no charge. This is a common practice in the telecommunications industry.	1.3.1.7. Socket and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at <u>the appropriate</u> charge provided, however, that the Parties may agree to exchange records at no charge if information exchange is equally balanced between the Parties.	The Commission should reject Socket's demands for free records from CenturyTel. As discussed above (see, e.g., issue 20), all such records should be provided with reimbursement for the costs involved. Under Part 64.4 and Part 69, CLECs should compensate ILECs for any and all work that the ILEC performs on its behalf. Nonetheless, CenturyTel might agree, however, to exchange records at no charge if information exchange is equally balanced.
In the event one carrier is unable to provide meet-point billing data, should that carrier be held liable for the amount of unbillable charges?	24	13.1.8	1.3.1.8 If Meet-Point Billing Data is not processed and delivered by either CenturyTel or Socket and, in turn, a Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of unbillable charges.	Socket proposes that if a party fails to provide meet point billing data to the other party, that the party that failed to deliver the data will be liable for the amount of unbillable charges. The requirement is reciprocal, applies equally, and is fair to both parties.	<u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template.</u> <u>(CenturyTel anticipates providing compromise language shortly.)</u>	The Commission should reject Socket's proposed contract language because it imposes undue risks and burdens on CenturyTel. In Socket's text, for example, there are no timeframes established. Without providing any timeframes, CenturyTel is at a much greater risk than Socket in those locations where it is the tandem provider with the majority of the recording responsibilities. Socket's proposal also ignores that other reasons for delay may include processing issues or system upgrades outside of the normal monthly process. Notwithstanding the initiation of this

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						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 anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. CenturyTel expects to propose an alternative provision ensuring that each carrier has an incentive to provide meet-point billing data to the other, for correct billing of access charges to IXC's
Should the ICA contain provisions that require each party to recognize MCA NXXs in their networks?	25	16.0, 16.1	<p>16.0 ADDITIONAL RESPONSIBILITIES OF THE PARTIES</p> <p>16.1 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.</p>	Socket proposes language that requires each party to recognize MCA NXXs in their networks. MCA traffic is important in Missouri and the parties ICA should include provisions to ensure that customers' calls are properly routed.	<p><u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. CenturyTel would propose:</u></p> <p>16.1 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other party the ability to make the necessary network modifications. Pursuant to industry standards, a Party opening a new NXX that is not associated with an existing NXX shall submit an ASR to tell the other Party</p>	<p>The Commission should reject Socket's proposed contract language because CenturyTel operates and abides by the LERG, which is the industry standard and any additional language relating to MCAs is unnecessary.</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 anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such</p>

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					how to route traffic to the new NXX.	negotiations in advance of filing this DPL.
Should each party be required to pass calling party number (CPN) information to the other party?	26	16.2, 16.3	<p>16.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN"). Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.</p> <p>16.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will</p>	If Socket and CenturyTel are to accurately bill one another, each party should be willing to, whenever technically feasible, transmit Calling Party Number ("CPN") information along with the traffic it passes to the other for termination. Socket's language comes directly from contract provisions approved by the Commission (and entered into voluntarily by Socket and SBC in the M2A successor arbitration).	<p><u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. CenturyTel would propose:</u></p> <p>16.2 Each Party will transmit call detail information to the other for each call being terminated on the other's network all in compliance with the provisions of the Missouri Enhanced Records Exchange Rule; Case No. TX-2003-0301.</p>	<p>For the reasons set forth more fully above (see, e.g., issue 11), the Commission should reject Socket's proposed contract language. CenturyTel agrees that the parties should mutually agree to provide CPN so they can track and bill appropriately for traffic between their networks. This is actually something CenturyTel has been actively lobbying the FCC to require of all originating and transiting carriers.</p> <p>Further, Socket's language fails to consider the applicable law of the Missouri Enhanced Records Exchange Rule; Case No. TX-2003-0301.</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 anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.</p>

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			work cooperatively to correct the problem.			
In the unlikely event that CenturyTel; provided unbundled switching to another party, should Socket be able to bill CenturyTel directly for traffic originated by the CLEC using CenturyTel switching?	27	16.4	16.4 In the event that CenturyTel provides unbundled local switching (ULS) to a third party CLEC, Socket will bill CenturyTel directly for calls that originate from any third party CLECs using CenturyTel's unbundled local switching (ULS).	When a CLEC uses CenturyTel switching to provide a service (such as UNE-P), that CLEC's customer may call a Socket customer. In that instance, Socket's switch will terminate the call, and Socket is entitled to compensation for transport and termination under Section 251(b) (5) of the federal Act. The switching records will show CenturyTel as the originator of the call, because it was CenturyTel's switch that was used to originate the call. Socket will have no way of knowing which CLEC using CenturyTel switching is involved in the call. Therefore, Socket should be permitted to bill CenturyTel directly, since Socket has terminated a call for CenturyTel's switching customer (the CLEC). It is CenturyTel's responsibility to seek reimbursement from the UNE-P CLEC for the intercarrier compensation that is due to Socket.	<u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. CenturyTel would propose:</u> <u>16.4</u> In the event either Party provides unbundled local switching (ULS) to a third party LEC, where technically possible and in a mutually agreed upon format, the providing Party will provide records to the terminating LEC for calls that originate from any third party LECs using the Party's unbundled local switching (ULS). <u>The receiving Party shall</u> enter into an agreement to obtain appropriate compensation from the third party actually originating the calls.	The Commission should reject Socket's proposed contract language because it purports to impose obligations on CenturyTel beyond those imposed by the FTA. For example, here and elsewhere (especially in Article VII) there are numerous references to UNE-P, unbundled switching, and access to UNEs that are no longer required under FCC rules. CenturyTel does not provide these services and there is only one CLEC in MO who had UNE-P from Verizon before CenturyTel acquired the property. Pursuant to the TRRO, this CLEC is transitioning its UNE-P to other services. Accordingly, Socket's proposed language is contrary to the law. Further, Socket's assertion that CenturyTel is liable for the termination costs incurred by a competitive user of a CenturyTel switch, such as a reseller, flies in the face of all recent precedent. In actuality, all recently disputed cases before a state PSC known to CenturyTel have resulted in a requirement for the ILEC to provide records to the terminating LEC where technically possible and for that LEC to enter into an agreement to obtain

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						appropriate compensation from the actual originating party. Socket's proposal to the contrary should be rejected.
Should rating point determinations take into account all applicable rules and guidelines?	28	16.5	<p>16.5 Rate Centers</p> <p>For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, Socket shall assign NPA/NXX codes to Rate Centers and use Rating Points in accordance with the CO Code Guidelines, FCC Rules, and Applicable State regulatory Requirements.</p>	<p>Socket's proposal on establishing Rate Centers recognizes that there are CO Code Guidelines and FCC rules that impact the assignment of NPA/NXX codes, as well as state regulatory requirements. CenturyTel's proposal does not take these relevant guidelines and rules into account.</p>	<p>16.5 Rate Centers</p> <p>For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, Socket shall assign NPA/NXX codes to Rate Centers and use Rating Points in accordance with State regulatory Requirements and/or Federal rules and guidelines as appropriate to the jurisdiction of a call.</p>	<p>The Commission should reject Socket's proposed language because it is unduly broad and problematic. For example, Socket's language could permit preemption of legitimate state regulation.</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 anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. CenturyTel would be agreeable, for example, to negotiate a compromise that clarifies the identified problem relating to the potential preemption of state regulation.</p>
Should Century Tel's proposed routing point limitations be included in the ICA?	29	16.6	<p>16.6 Routing Points</p> <p>Socket will also designate a Routing Point for each assigned NXX code.</p>	<p>Socket's proposal provides flexibility to identify Routing Points based on technical and business demands, and does not unduly limit Socket's options for establishing Routing Points.</p>	<p>16.6 Routing Points</p> <p>Socket will also designate a Routing Point for each assigned NXX code. <u>Socket may designate one location within each Rate Center as a Routing</u></p>	<p>Because Socket's language would allow routing points to be established outside of a rate center and outside of CenturyTel's franchise area and except in the case of LNP LRNs, which is not</p>

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					<u>Point for the NPA/NXX associated with that Rate Center; alternatively, Socket may designate a single location within one Rate Center to serve as the Routing Point for all the NPA/NXXs associated with that Rate Center and with one or more other Rate Centers served by Socket within an existing CenturyTel Local Calling Area and LATA.</u>	contemplated under current FCC regulations, the Commission should reject that language.
Should the obligation to enter into agreements with third parties be limited to situations where such agreements are necessary?	30	16.8	<p>16.8 Agreements with Third Parties</p> <p>Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.</p> <p>Where necessary, the Parties agree to enter into their own agreements with third-party providers. In the event that Socket sends traffic through CenturyTel's network to a third-party provider with whom Socket does not have a traffic interexchange agreement, then Socket agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.</p>	Obtaining third party agreements for traffic termination and compensation is often necessary to obtain payment for carrying another company's traffic. In some cases, however, such an agreement is not necessary due to particular business or technical factors. Socket's language recognizes that when such an agreement is necessary, Socket is obligated to obtain the third party agreement. When it is not necessary, however, neither Socket nor CenturyTel should be forced to incur the legal and regulatory expenses associated with negotiating such agreements.	<p>16.8 Agreements with Third Parties</p> <p>Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.</p> <p>The Parties agree to enter into their own agreements with third-party providers. In the event that Socket sends traffic through CenturyTel's network to a third-party provider with whom Socket does not have a traffic interexchange agreement, then Socket agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.</p>	<p>The Commission should reject Socket's proposed contract language because it injects undue ambiguity into the parties' agreement and gives rise to the potential for future disputes. If it is not "necessary" for a party to enter into an agreement with a third-party provider, why would the other party try to enforce such a requirement? The addition of the phrase "Where necessary" adds ambiguity – "necessary" under what standard? Socket's language is not precise or appropriate.</p> <p>Moreover, Socket's proposal appears to be inconsistent with this Commission's prior statements that agreements with a third party are required.</p>
Should Socket's proposed language regarding the exchange of enhanced/information services traffic be included in the	31	17.0	<p>17.0 EXCHANGE AND COMPENSATION FOR IS TRAFFIC</p> <p>17.1 Notwithstanding any other provision of this Agreement, the Parties shall exchange enhanced/information services traffic, including without</p>	Socket's proposal recognizes the growing importance of enhanced services traffic, including VOIP. The Socket proposal would have the parties carry such traffic for one another over interconnection trunks, to ensure that customer traffic flow is not interrupted.	<u>New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template.</u>	CenturyTel does not propose language addressing exchange and compensation of enhanced/information services traffic because 251/252 ICAs are meant for the exchange of local <i>telecommunications</i> traffic. Socket's proposed clause is full of ambiguity

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agreement?			<p>limitation Voice Over Internet Protocol (“VOIP”) traffic and other enhanced services traffic (collectively, “IS Traffic”), in accordance with this section. IS Traffic is defined as traffic that undergoes a net protocol conversion, as defined by the FCC, between the calling and called parties, and/or traffic that features enhanced services that provide customers a capability for generating, acquiring storing, transforming, processing, retrieving, utilizing, or making available information. The Parties shall exchange IS Traffic over the same interconnection trunk groups used to exchange local traffic. In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage (“PEU”) factor on a statewide basis or as otherwise determined by Socket at sole discretion. The numerator of the PEU factor shall be the number of minutes of IS Traffic sent to the other Party for termination to such other Party’s customers. The denominator of the PEU factor shall be the total combined number of minutes of traffic, including IS Traffic, sent over the same trunks as IS Traffic. Either Party may audit the other Party’s PEU factors pursuant to the audit provisions of this Agreement. The Parties shall compensate each other for the exchange of IS Traffic applying</p>	<p>The proposal also creates a factoring approach to ensure that the parties account for (and properly compensate one another) for enhanced services traffic. Moreover, the Socket proposal includes an audit provision that CenturyTel or Socket could use to protect its interests if either company believes enhanced services traffic is not being accounted for properly.</p> <p>If such language is not included, the parties will not have a contractual method of navigating the unsettled landscape regarding compensation for carrying VOIP and other enhanced services traffic. Without definitive provisions in the ICA, Socket is concerned that CenturyTel may attempt to refuse to interconnect for the exchange of IS traffic, or may demand undue compensation for IS or other types of traffic that it does exchange with Socket.</p>		<p>and unsupported by the law. It is not at all clear what it means for carriers to “exchange” information or enhanced services traffic, nor is it clear what rate applies. The FCC still is deciding in what circumstances VOIP traffic is considered telecommunications and when it is subject to access charges vs. recip comp vs. some other treatment. This not an issue to be decided between carriers and is premature to include in an ICA.</p>

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			the same rate elements used by the Parties for the exchange of ISP-bound traffic whose dialing patterns would otherwise indicate the traffic is local traffic. This compensation regime for IS Traffic shall apply regardless of the locations of the calling and called parties, and regardless of the originating and terminating NPA/NXXs.			

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