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Issue 1A: Is it appropriate to include a brief history of the TRO, the USTA II vacatur and remand, and the TRRO in this Article with a statement that it is the parties' intention to incorporate those decisions in the terms and conditions for UNEs that are set forth in this Agreement? ***Issue 1B:*** Is it appropriate to incorporate by reference all "relevant" FCC rules, leaving it open to interpretation whether a rule is relevant to this Article or not, and is it appropriate to address the TRO,	1	1.2.1	**1.2.1 As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. The FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer**	***Issue 1A:*** Yes. For clarity and background it is appropriate to recognize the major decisions that determine the parties' rights and obligations with respect to UNEs under Section 251. And, it is also appropriate for the parties to acknowledge that the terms and conditions set out in this Article and Agreement were negotiated and arbitrated with the objective of complying with the current state of the law. ***Issue 1B:*** The primary objective and effect of this language proposed by CenturyTel is to use incorporation of the FCC's ever-changing Part 51 unbundling rules so that the change or law process can be avoided. Incorporation of the FCC's rules in the Agreement is inappropriate because those rules can and will change over time. By incorporating the rules, CenturyTel would have the ability to avoid the change of law process the parties have agreed to in the GT&C's portion of the Agreement. Instead, CenturyTel simply say that Part 51 takes precedence and then apply its interpretation of any change in the unbundling rules the FCC may adopt		CenturyTel agrees that the parties should negotiate ICA provisions with the objective of complying with the current state of the law. However, Socket's proposal to generally reference and characterize FCC orders and court cases as "background" is inappropriate and unnecessary, and is inconsistent with its recognition that the current state of the law changes from time to time. Socket's language may be appropriate for a legal brief, but not for an ICA. The ICA should only reference the applicable FCC rules governing UNEs, not attempt to describe the background of how those rules came to be effective. By referencing only the applicable FCC rule, the parties agree to comply with those rules that are effective at the time, including any changes thereto that may occur from time to time. There are three possible methods for incorporating changes in the law, including changes in the Act and FCC rules: (1) automatic incorporation by reference; (2) immediate renegotiation, arbitration, or ADR, (3) waiting to take changes into account until subsequent agreements or renewals. CenturyTel agrees with Socket that the most efficient of these methods is an automatic incorporation. Doing so will obviate the need to repeat every federal definition and rule in the ICA, which adds unnecessary

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but not the TRRO, and to provide that in the event of a conflict between the Agreement and the FCC's rules and "TRO language," Part 51 of the Rules and the "TRO language" shall take precedence?			**will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations depending on the designation of ILECs' wire centers as Tier 1, Tier 2 or Tier 3. The parties intend that this Agreement incorporate the FCC's decisions in the TRO that were not vacated by the D.C. Circuit in USTA II and the FCC's decisions in the TRRO.**	during the term of this Agreement. Furthermore, it makes no sense to incorporate all of the text of the TRO in light of the fact that portions are of no effect as a result of USTA II.		length and complexity to the ICA. Instead, the ICA should merely refer to the applicable FCC rules and/or terms. This position is supported by Socket's assertion that the TRO already has been partly superseded. If changes in law are not incorporated automatically, the parties run the risk of the agreement being out of date before it is signed. Moreover, if the FCC's rules do change, due to FCC action or by operation of judicial review, Socket's proposed historical language itself will become outdated and incomplete.
Should the Agreement contain a statement recognizing that CLECs remain entitled to obtain interconnection facilities required to provide for Section 251(c)(2) interconnection?	2	1.2.3	**1.2.3 The Parties agree that the FCC in its Triennial Review Order determined that interconnection facilities that ILECs are required to provide for Section 251(c)(2) interconnection are not Declassified.**	Yes. The FCC determined that CLECs are not impaired without access to "entrance facilities" under Section 251. The FCC also found, however, in paragraph 368 of the TRO that CLECs are entitled to cost-based rates for interconnection facilities. (See also, TRRO paragraph 140.) The CLECs proposed language in Section 1.2.3 of the Attachment implements this decision. Entrance facilities can be used either for interconnection or for non-interconnection purposes. Facilities used for those different purposes are	None	Socket's proposed Sec. 1.2.3 should be rejected as inappropriate, unnecessary, and as a relic of an inapplicable SBC-oriented ICA. As a threshold matter, it is inappropriate in an ICA for the parties to agree or disagree as to what the FCC did in any particular order. The contract language should simply be cited and any changes in the law incorporated by reference as noted above in Issue 1. More troubling is that Socket attempts to mix FTA terminology and, thus, renders the provision confusing and ambiguous. For example, Socket's language asks CenturyTel to agree that it is required to

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				factually distinct, are treated under separate provisions of the Act and treated differently under the *TRO* and *TRRO*. While ILECs no longer have an obligation to provide entrance facilities under § 251(c)(3) for *non-interconnection* purposes, they continue to have an independent obligation to provide interconnection facilities at cost-based pricing, *i.e.,* TELRIC, pursuant to § 251(c)(2) of the Act.		provide interconnection under Sec. 251(c)(2) of the FTA, and also to agree that such interconnection facilities are not "Declassified." The term "declassified," however, is an SBC-derived term that applies to whether the FCC, in its TRO and/or TRRO, removed a particular network element from the list of UNEs ILECs are required to provide to CLECs upon their request. It has no application to an ILEC's interconnection obligations.
For clarity, should this Article contain a statement setting forth the FCC's determinations regarding the 3 requirements that a CLEC must satisfy in order to access and use UNEs?	3	2.1.1	2.1.1 **In order to access and use UNEs, Socket must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to UNEs. Furthermore, by FCC rule, Socket is prohibited from using an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services. Accordingly,** Socket hereby represents and warrants that it is a telecommunications carrier certified by the Missouri Public Service Commission to provide local exchange service, and that it will notify CenturyTel as soon as reasonably practical in writing if it	Yes. The FCC has established three basic requirements that must be satisfied before a carrier can obtain and use UNEs---the carrier must be authorized to provide local service and it cannot use a UNE for the exclusive provision of mobile wireless services or interexchange services. The FCC has also established specific eligibility requirements with respect to high-capacity EELs. For clarity, it is appropriate to include all of these requirements in this Article.	Socket hereby represents and warrants that it is a telecommunications carrier certified by the Missouri Public Service Commission to provide local exchange service, and that it will notify CenturyTel as soon as reasonably practical in writing if it ceases to be so certificated. Failure to so notify CenturyTel shall constitute a material breach of this Agreement.	The Commission should reject Socket's proposed contract language in Sec. 2.1.1 as unnecessary in the parties' successor ICA. Socket proposes a great deal of language, here and elsewhere, that simply duplicates or recites 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

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			ceases to be so certificated. Failure to so notify CenturyTel shall constitute a material breach of this Agreement.			current law and the affect of changes in law. CenturyTel agrees to incorporate into the ICA that portion of Socket's proposed Sec. 2.1.1 that is not in bold and that is set forth as CenturyTel's proposed language.
Does CenturyTel have an obligation to develop processes for ordering and provisioning UNEs either alone or in combinations or as part of commingled arrangements, and should those processes meet any applicable Change Management guidelines? RESOLVED	4	2.2	2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, **CenturyTel will develop and implement such processes, subject to any associated rates, terms and conditions.** CenturyTel shall use existing processes already developed, if possible; if doing so is not possible, CenturyTel shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable **Change Management guidelines or** BFR guidelines as applicable provided however, that compliance with such guidelines shall not delay Socket's ability to order and obtain any UNE beyond the agreed upon timeframe.	Yes. It is conceivable that Socket should have a right to obtain a UNE, a UNE combination or a commingled arrangement but have no means to order or obtain it. CenturyTel agrees that it will determine what processes may be necessary if existing processes cannot be used, but it will not agree to develop those processes even though Socket's languae expressly says that the parties' will reach agreement as to a timeframe for implementation of new processes. Moreover, it is appropriate for new processes to be compliant with Change Management guidelines that apply, not just the BFR process. The language Socket seeks here is the same language approved by the Commission is the recent arbitration between SBC Missouri and the CLEC Coalition. Socket is not asking for anything extraordinary or unusual.	2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, CenturyTel will develop and implement such processes, subject to any associated rates, terms and conditions. CenturyTel shall use existing processes already developed, if possible; if doing so is not possible, CenturyTel shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided however, that compliance with such guidelines shall not delay Socket's ability to order and obtain any UNE beyond the agreed upon timeframe.	This issue has been settled. CenturyTel has agreed to Socket's proposed language and has agreed to incorporate Sec. 2.2 into the ICA.
Should Socket be permitted to designate a point	5	2.3	**2.3 CenturyTel will permit Socket to designate any point at which it wishes to connect Socket's**	Yes. The Act requires ILECs to provide access to UNEs at any technically feasible point and does not	None	The Commission should reject Socket's proposed language as an inaccurate statement of CenturyTel's obligation and as

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where a UNE obtained from CenturyTel is to be connected to a facility operated and used by Socket but that is obtained from a third party for the purpose of Socket providing a telecommunications service, so long as the point of interconnection is technically feasible?			**facilities or facilities provided by a third party on behalf of Socket with CenturyTel's network for access to Unbundled Network Elements for the provision by Socket of a telecommunications service. If the point designated by Socket is technically feasible, CenturyTel will make the requested connection.**	require CLECs to own their own facilities.		misplaced. First, if anywhere, this provision more appropriately belongs with the interconnection provisions in Article V. Moreover, the Act requires interconnection for the purpose of accessing UNEs "at any technically feasible point" rather than at a "point at which it wishes to connect to…facilities provided by a third party on behalf of Socket." Therefore, the language should that prescribed by the FCC, as a required point of interconnection rather than the modified language suggested by Socket.
Should the Agreement explicitly require CenturyTel to provide access to UNEs and UNE combinations in a nondiscriminatory manner?	6	2.6	2.6 **CenturyTel shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of CenturyTel, receives the same quality of service that CenturyTel provides to its own retail customers that receive service from CenturyTel utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what CenturyTel provides itself or any subsidiary, affiliate, or other party (presently found at 47 CFR § 51.311(a), (b)). UNEs available under Section 251 that are provided**	Yes. First, Socket notes that the language it proposes and to which CenturyTel objects is virtually the same as that agreed to between SBC Missouri and the CLEC Coalition. The purpose of this language is to embody in this Article and thus in the parties' interconnection agreement the nondiscrimination contained in the FCC's rules at sections 51.311. Nondiscrimination is such an essential element of fair competition in the telecommunications industry and that it is appropriate to provide for this obligation in the parties' agreement so Socket has right to seek redress, including the right to bring a dispute resolution proceeding to this Commission, if CenturyTel does not	None	Socket's proposed Sec. 2.6 should be rejected because it is overly broad, purporting to obligate CenturyTel to provide "UNEs and combinations of UNEs" without regard to any of the relevant limitations under applicable law. CenturyTel is willing to state its obligation and willingness to comply with 47 C.F.R. § 51.311 either through reference or restating the specific language. Since CenturyTel is bound by, and has already agreed to comply with, applicable law, Socket's contract language again reciting the FTA's non-discrimination and parity requirements is unnecessary, duplicative and redundant. Alternatively, any such provision should reference the relevant provision of the FTA instead of

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			to Socket under the provisions of this Article shall remain the property of CenturyTel.	abide by its obligations.		attempting to paraphrase the law.
Should provisioning intervals for UNEs be set forth in the parties' interconnection agreement, rather than in an extraneous document that can be modified unilaterally and at any time by CenturyTel?	7	2.9	2.9 CenturyTel shall provision and/or install Network Elements or Unbundled Network Elements according to the standard provisioning intervals set forth **in this agreement.**	Yes. A CLEC must be able to depend on reasonable provisioning intervals when it accepts a customer's order for service and promises that customer a due date. The intervals that apply to UNEs should reflect a desire to provide timely and quality service to wholesale customers, and should be intervals negotiated by the parties and not subject to unilateral change. CLECs necessarily depend upon the ILECs to provision UNEs in normal time frames and CLECs use those normal time frames in advising their customers when service orders can be met. CenturyTel should not have the power to change intervals from time to time at its unilateral discretion when such changes can cause Socket to miss a due date or to appear erratic in its ability to provide service and meet customer needs.	2.9 CenturyTel shall provision and/or install Network Elements or Unbundled Network Elements according to the standard provisioning intervals set forth <u>by CenturyTel's Service Ordering Guide.</u>	The Commission should reject Socket's proposed contract language as unduly restrictive and because it precludes the necessary flexibility to manage operations and practices on an ongoing basis. Socket essentially argues that CenturyTel should not be permitted to reference and incorporate into the ICA its "Service Ordering Guide," which sets forth standard provisioning intervals for UNEs. Contrary to Socket's rhetoric, the proposed incorporation of the Service Ordering Guide has nothing to do with unilaterally dictating or changing procedures. Rather, the ICA may not—and should not—exhaustively address each specific detail on a given issue. The parties should recognize that external procedural guides may specifically set forth the procedures at issue. Indeed, in Section 24 of Article III both parties acknowledge that certain practices will be included in the CenturyTel Service Guide. This Guide contains a description of non-discriminatory procedures for ordering, provisioning, maintenance and billing for many functions. In this Section, CenturyTel has already acknowledged that if at any time these practices conflict with this Agreement,

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						that the Agreement applies. Since the ICA trumps in the event of any conflict, Socket's concerns are fundamentally misplaced. In addition, CenturyTel has proposed prior notification provisions wherein Socket has the right to discuss, and to request that changes be delayed or otherwise modified where there is an adverse business impact on Socket, with escalation through the dispute resolution process. Therefore, the Commission should adopt CenturyTel's proposed contract language on this issue.

CenturyTel's Service Guide also provides of a means of ensuring operational parity between CenturyTel and all CLECs. A common set of procedures and intervals for provisioning UNEs can be communicated via a website to all CLECs, and beneficial updates to those procedures can be efficiently communicated to all CLECs without having to amend each CLEC's ICA. Socket's proposal attempts to undermine CenturyTel's parity obligation by purporting to impose new procedures on CenturyTel specific to only Socket.

The UNE provisioning intervals set forth in the CenturyTel Service Ordering Guide are consistent with those required by the Missouri Public Service Commission. |
| Is CenturyTel required to make routine modifications to its | 8 | 2.10 | 2.10   CenturyTel will provide Unbundled Network Elements as outlined in this Article where facilities exist in CenturyTel's network at the | ILECs are required to perform routine network modifications to their networks to make facilities available to CLECs.   The FCC made clear in | 2.10   CenturyTel will provide Unbundled Network Elements as outlined in this Article where facilities exist in CenturyTel's | Socket's proposed second sentence in Sec. 2.10 (in bold) should be rejected as it purports to obligate CenturyTel beyond what is required by applicable law and what |

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network, modifications required by the Act, in order to provide a requested UNE to Socket or is Socket required to submit a BFR?			time of Socket's request. **CenturyTel will modify its network as may be required by the Act to make facilities available to Socket for Unbundled Network Element orders.** If facilities are not available, Socket may request the facilities via the Bona Fide Request process described below**.**	the TRO that the modifications ILECs routinely perform to provide service to their own customers must also be performed when necessary to fill a CLEC's order for a UNE or a UNE combination. CenturyTel's language would force Socket to submit a BFR and wait for months to obtain a UNE or UNE combination that CenturyTel states cannot be provisioned becasue "facilities do not exist." The contention that "facilities do not exist" was used by Verizon and other ILECs to deny CLECs access to UNE, as the FCC recognized in the TRO. Socket's language is reasonable and would ensure that CenturyTel cannot deny Socket's request for a UNE simply by claiminn that facilities do not exist, but must perform the modificaitons required by the Act as further articulated through examples given by the FCC in the TRO.	network at the time of Socket's request. If facilities are not available, Socket may request the facilities via the Bona Fide Request process described below**.**	CenturyTel does for its own customers. 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). More specifically, ILECs are required only to make "*routine* network modifications" to unbundled transmission facilities that have already been constructed, and then only to the extent that ILECs regularly perform such routine network modifications for their own customers. CenturyTel is not required to substantially alter existing facilities or to construct non-existing facilities at Socket's request. Socket only agrees with the language in that portion of Sec. 2.10 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA.
Should this Article contain the basic statement of the rights that CLECs possess with respect to their use of UNEs?	9	2.11	2.11 **Socket may use one or more Unbundled Network Elements to provide any technically feasible feature, function, or capability that such Unbundled Network Element(s) may provide.**	Yes. This proposed language is a straightforward statement of the law with respect to CLECs' rights to use UNEs.	None	Socket's language should be rejected as it purports to paraphrase applicable law. The applicable law or rule should be referenced or quoted rather than paraphrased so as not to create rights for Socket in excess of what is provided for under law, as well as ensure proper treatment of changes in the law.
Is CenturyTel obligated to provide nondiscriminatory	10	2.12	**2.12 CenturyTel will provide nondiscriminatory access to the unbundled Network Elements**	Yes. Socket's proposed language is a simple and direct statement of the law. This language is identical to	None	Socket's language should be rejected as it purports to paraphrase applicable law. The applicable law or rule should be referenced

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access to UNEs, with no requirement that Socket own or control facilities before it can obtain and use UNEs, and to combine UNEs so long as the combination is technically feasible and does not negatively impact other carriers?			**identified and provided for in this Article, including combinations of Network Elements and Unbundled Network Elements, subject to the terms and conditions of this Article. Socket is not required to own or control any of its own local exchange facilities before it can purchase or use Network Elements or the Unbundled Network Elements identified in this Article to provide a telecommunications service under this Agreement. CenturyTel will allow Socket to order each Unbundled Network Element individually or in combination with any other Network Elements or any other Unbundled Network Elements, pursuant to Article : OSS in order to permit Socket to combine such Unbundled Network Elements with other Unbundled Network Elements or Network Elements obtained from CenturyTel or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with CenturyTel's network. Any request by Socket for CenturyTel to provide**	language agreed to between SBC Missouri and the CLEC Coalition in these parties' recent arbitration and approved by the Commission in that arbitration.		or quoted rather than paraphrased so as not to create rights for Socket in excess of what is provided for under law and to ensure proper treatment of changes in the law.

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 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 |

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			a type of connection between Network Elements that is not currently being utilized in the CenturyTel network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.38.			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.
Is CenturyTel obligated to provide UNEs with all the functionality and at least the same quality of performance to CLECs as to its own customers?	11	2.13	**2.13 When Socket orders Unbundled Network Elements in combination or as a Commingled Arrangement, and identifies to CenturyTel the type of telecommunications service it intends to deliver to its end user customer through that combination or commingling (e.g., POTS, ISDN), CenturyTel will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that CenturyTel provides through its own network to its local exchange service customers receiving equivalent service, unless Socket requests a lesser or greater quality of performance through the Bona Fide Request (BFR) process. Network element combinations provided to Socket by CenturyTel will meet all performance criteria and**	Yes. ILECs are required to provide UNEs on a nondiscriminatory basis, which is all that this language requires. There is no burden being placed on CenturyTel that exceeds its statutory obligations. This language implements the Act and the FCC's rules regarding the provision of UNEs. It is the same as language approved by the Commission in the recent arbitration between SBC Missouri and the CLEC Coalition.	None	Socket's language should be rejected as it purports to paraphrase applicable law. The applicable law or rule should be referenced or quoted rather than paraphrased so as not to create rights for Socket in excess of what is provided for under law and to ensure proper treatment of changes of law. 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,

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			measurements that CenturyTel achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).			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.
Should this Article state the grounds on which CenturyTel may deny a request for a combination or a commingled arrangement that consists of a UNE and any tariffed service or network elements possessed by Socket and provide for dispute resolution at the Missouri Commission?	12	2.15	2.15 In the event that CenturyTel denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with any tariffed service or any network elements possessed by Socket, CenturyTel shall provide written notice to Socket of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement **or by seeking resolution at the Missouri Public Service Commission. In any dispute resolution proceeding, or Commission proceeding,**	The only grounds on which an ILEC can deny a request to perform the functions necessary to combine UNEs are lack of technical feasibility or that the combination (or commingled arrangement) would undermine other carriers' access to unbundled network elements or interconnection with the ILEC's network. The language Socket proposes appropriately places upon CenturyTel the burden of demonstrating that its refusal satisfies these grounds for denial, because only CenturyTel will have access to the full and complete facts regarding its network. Furthermore, a CLEC or ILEC should be able to seek a	2.15 In the event that CenturyTel denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with any tariffed service or any network elements possessed by Socket, CenturyTel shall provide written notice to Socket of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement.	Socket's proposed language (in bold) should be rejected as it purports to paraphrase applicable law. The applicable law or rule should be referenced or quoted rather than paraphrased so as not to create rights for Socket in excess of what is provided for under law and to ensure proper treatment of changes of law.

Socket's proposed language (in bold) also is unnecessary and inconsistent with the ADR provisions elsewhere in the ICA. Moreover, Socket's language would require CenturyTel to install the disputed combination pending resolution of the dispute, which may be technologically infeasible or may undermine the ability of |

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			CenturyTel shall have the burden, to prove that (1) such denial is authorized by the FCC's Triennial Review Order or the FCC's TRRO, the Missouri Commission's arbitration decisions, or applicable court decisions, including *Verizon Comm. Inc.* or (2) that the combination is not technically feasible and would undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with CenturyTel's network. Notwithstanding the above, CenturyTel shall install the disputed combination according to the standard intervals and provide the requested combination during the dispute resolution process.	resolution of their dispute by the Missouri Commission, and it is appropriate to require CenturyTel to install and provide the disputed combination during any such dispute. This language regarding the burden of proof was approved by the Commission in the arbitration between SBC Missouri and the CLEC Coalition and is entirely reasonable.		other carriers to obtain access to unbundled network elements or to interconnect with CenturyTel's network – both valid reasons for refusal under the Act. Again, 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 may have approved similar

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						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. Socket only agrees with the language in that portion of Sec. 2.15 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA.
Issue 13A: Is it appropriate to establish a deadline by which CenturyTel will have in place any new ordering and provisioning processes necessary to perform conversions from wholesale services to UNEs and vice versa RESOLVED *Issue 13B:* With respect to orders to convert other services, e.g.,	13	2.18.1 and 2.18.4	2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible. **If doing so is not possible, CenturyTel shall within 30 days from approval of this Agreement determine what new processes are necessary and shall develop and implement ordering processes as soon as reasonably possible, but no later than 60 days from the effective date is this Agreement. CenturyTel shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such**	*Issue 13A:* Yes. The FCC issued its determinations regarding conversions in the TRO and CenturyTel has had more than sufficient time to determine what processes that already exist are sufficient and what new processes need to be created. CenturyTel is now on notice from a specific CLEC that it needs to proceed to develop its processes. The deadlines Socket is proposing are entirely reasonable and consistent with the rulings in the recent arbitration between SBC Missouri and the CLEC Coalition. CenturyTel offers no competing timeframe; its language would not require action by any specified date and would allow CenturyTel to engage in footdragging. *Issue 13B:*	2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible. If doing so is not possible, CenturyTel shall within 30 days from approval of this Agreement determine what new processes are necessary and shall develop and implement ordering processes as soon as reasonably possible, but no later than 60 days from the effective date is this Agreement. CenturyTel shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change	Issue 13A has been resolved. CenturyTel has agreed to accept the Socket language in Sec. 2.18.1 as shown in CenturyTel's proposed language.. Issue 13B: The Commission should reject Socket's proposed language in Sec. 2.18.4. The practical, operational, and policy ramifications of Socket's proposal should compel the Commission to reject that proposal. CenturyTel does not dispute that Socket is entitled to efficient and effective provisioning of wholesale facilities under CenturyTel's FTA §251(c) obligations, which CenturyTel provides. However, Section 2.18.4 would prohibit CenturyTel from recovering its actual costs for processing Socket's UNE conversion orders manually. Nothing in the FTA requires this result. To the extent CenturyTel has not developed a real-time, electronic conversion process, it is because prudent business judgment dictates that its development is

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special access, to UNEs and vice versa, if CenturyTel has not developed an automated ordering process, should electronic service order charges nonetheless apply?			**Change Management guidelines shall not delay Socket's conversion request beyond the timeframe set forth above.** **2.18.4 For UNE conversion orders for which CenturyTel has either a) not developed a process or b) developed a process that falls out for manual handling, CenturyTel will charge Socket the Electronic Service Order (Flow Thru) Record Simple charge for processing Socket's orders until such process has been developed and Socket agrees to immediately use the electronic process. Then CenturyTel may charge the applicable service order charges and record change charges.**	Yes. Electronic ordering processes are essential to enable CLECs to order services because they reduce costs for the CLECs while speeding up and improving the accuracy of provisioning, which benefits end users as well. ILECs can benefit from reduced costs as well, but competitive self interest on the part of the ILEC results in foot-dragging and delay. So long as the ILEC is able to pass on its costs of using a manual process, it has no or insufficient incentive to move to electronic ordering processes. In effect, the ILEC is rewarded for its inaction and failure to modernize. The language Socket proposes in Section 2.18.4 removes this incentive with respect to one class of service orders—namely, conversions of existing wholesale services to UNEs and vice versa.	Management guidelines shall not delay Socket's conversion request beyond the timeframe set forth above.	prohibitively costly given the volume of such orders. Given the low CLEC order volumes CenturyTel experiences in Missouri and elsewhere in its system, the cost of electronic systems development is extremely prohibitive and is not a rational expenditure for CenturyTel's Missouri ratepayers. CenturyTel has proposed language to Socket in Article III, General Provisions, pertaining to updates to the CenturyTel Service Guide. Contrary to Socket's characterization of "unilaterally" dictating terms, CenturyTel's language proposes to provide notice to Socket through the CenturyTel website of any changes to standard practices. The language allows Socket to challenge any changes or implementation timelines through the Dispute Resolution Process. Considering the real world impacts of Socket's demands, and its proposal that CenturyTel not recover its costs of processing manual conversion orders, the Commission should reject Socket's onerous demands as inconsistent with applicable law.
Should CenturyTel be required to develop ordering and provisioning processes for commingled arrangements and,	14	2.19.1.2	2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled	The rationale that applies to ordering and provisioning processes for conversions (DPL Issue # 13) applies equally to commingled arrangements. Again, CenturyTel has been aware of its obligations since the FCC issued the TRO. CenturyTel should be	2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a	This issue has been resolved. CenturyTel has agreed to accept the Socket language as shown.

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if so, would a specific time frame apply?

RESOLVED | | | Arrangement) are not already in place, CenturyTel **will develop and implement processes, subject to any associated rates, terms and conditions. CenturyTel** shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, CenturyTel **shall within 30 days of the effective date of this Agreement determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay CenturyTel's implementation of Commingling beyond 90 days following approval of this Agreement by the Missouri Commission.** | required to develop and implement processes and it should be required to do so within specific time frames so that Socket can know with certainty when it can place orders for the commingled arrangements CenturyTel will be providing under this Article. CenturyTel has offered no counterproposal for a time frame, but instead would leave Socket to rely on a vague promise to work with it to enable Socket to obtain an arrangement it has requested. Vague promises are insufficient to enable Socket to provide timely and high-quality services to its customers. | Commingled Arrangement) are not already in place, CenturyTel will develop and implement processes, subject to any associated rates, terms and conditions. CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, CenturyTel shall within 30 days of the effective date of this Agreement determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay CenturyTel's implementation of Commingling beyond 90 days following approval of this Agreement by the Missouri Commission. | |
| Should CenturyTel's proposed language be rejected as confusing and unnecessary given that the TRO provides that a CLEC may obtain a commingled arrangement that consists of a UNE or UNE | 15 | 2.19.4 | 2.19.4 CenturyTel shall provide the following commingled arrangements. Items may added to this list by CenturyTel or through Bona Fide Request Process. Items may only be deleted from this list by mutual agreement of the Parties. | Yes, the additional language should be rejected.

Section 2.19.4 contains the introductory language shown in this DPL, plus a list of specific commingled arrangements that CenturyTel has agreed to make available to Socket. This list is the same as that approved in the recent arbitration between SBC Missouri and the CLEC Coalition. CenturyTel proposes to add the phrase "DS1 and | 2.19.4 CenturyTel shall provide the following commingled arrangements. Items may added to this list by CenturyTel or through Bona Fide Request Process. Items may only be deleted from this list by mutual agreement of the Parties. | This issue has been resolved. CenturyTel has agreed to accept the Socket language as shown. |

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combintation and any wholesale service? RESOLVED				DS3 arrangements are only to be provided where not prohibited under TRO terms," language that is vague and unnecessary. In paragraph 579 of the TRO the FCC eliminated commingling restrictions it previously had adopted and ruled that CLECs could commingle UNEs and combinations of UNEs with "facilities or services . . . obtained at wholesale from an incumbent LEC pursuant to any method other than unbundling under section 251(c)(3) of the Act . . . ." This broad statement sets out CLECs' right and ILECs' obligation in affirmative terms. It makes no sense to add language that talks of "TRO prohibitions." Such language is hopelessly vague and unclear and can only create disputes as it opens the door for CenturyTel to later claim that some prohibition exists.		
Should CenturyTel's proposed language be rejected as confusing and unnecessary given that the entire purpose of Section 2.20 of this Article is to implement the FCC's eligibility	16	2.20.1	2.20.1 Notwithstanding anything in this Agreement to the contrary CenturyTel agrees to make available to Socket **Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below. CenturyTel shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not**	Yes, the additional language should be rejected. With respect to EELs, CenturyTel proposes to add the phrase "DS1 and DS3 arrangements are only to be provided where not prohibited under TRO terms." This language is vague and needlessly confusing. It is unclear what is meant by	2.20.1 Notwithstanding anything in this Agreement to the contrary CenturyTel agrees to make available to Socket Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below. CenturyTel shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not	As requested, CenturyTel has eliminated the additional language concerning the TRO; Additionally, CenturyTel has added a reference to current law. As noted above, CenturyTel agrees that references to the TRO should be eliminated. However, CenturyTel is not required to provide DS1 or DS3 loops where the FCC has determined there is no "impairment" under the Act.

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requirements for high-capacity EELs, namely those consisting of DS1 and DS3 arrangements?			undermine the ability of other carriers to access UNEs or interconnect with CenturyTel's network. CenturyTel shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order and in this Article VII.	"prohibited under TRO terms." The FCC's analysis in the TRO with respect to EELs focuses on the requirements a CLEC must satisfy in order to obtain a high-capacity EEL. All of those highly detailed requirements have been embodied in the contract language in Section 2.20 of this Article. There is no reason to insert additional, unspecific terminology that adds nothing of substance to this Section and can only result in subsequent disputes between the parties as to what might be a prohibition under the TRO terms.	undermine the ability of other carriers to access UNEs or interconnect with CenturyTel's network._ CenturyTel shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order, current law, and in this Article VII.	

Should CenturyTel's proposed language modifying the EELs eligibility criteria established by the FCC in the TRO be rejected?	17	2.20.2.2.1	2.20.2.2.1 Each circuit to be provided to each end user will be assigned a local telephone number (NPA-NXX-XXXX), that is associated with local service provided within an CenturyTel local service area **and within the LATA** where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit (and for each circuit, Socket will provide the corresponding Local Telephone Number(s) as part of the required certification; and
			
			    * * * * *
			
			2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at CenturyTel's premises
				Yes. Rule 51.318(c) specifies that the collocation arrangement that CLECs are required to have in place in or to satisfy the EELs eligibility criteria must be "located an an incumbent LEC premises within the same LATA as the customer's premises" or "located at at third party's premises within the LATA as the customer's premises." Socket's proposed language comports with these requirements.
				
				Moreover, the language Socket proposes is the same language that SBC Missouri proposed and is the language that was approved by the Commission in the arbitration between SBC Missouri and the CLEC Coalition.
					2.20.2.2.1 Each circuit to be provided to each end user will be assigned a local telephone number (NPA-NXX-XXXX), that is associated with local service provided within an CenturyTel local service area where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit (and for each circuit, Socket will provide the corresponding Local Telephone Number(s) as part of the required certification; and
					
					    * * * * *
					
					2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at CenturyTel's premises within the same LATA_as the end
						The language proposed by CenturyTel is consist with the TRO and the FCC rules. There is no reference to within the LATA for this requirement. Section 51.318(b)(2)(i) requires that "[e]ach circuit to be provided to each customer will be assigned to a local number prior to the provision of service over that circuit."
						
						The language proposed by Socket for 2.20.3.1, 2.20.3.2, and 2.20.4 is not in dispute. CenturyTel has accepted Socket's proposed language as shown.

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			within the same **LATA** as the end user's premises, when CenturyTel is not the collocator; or 2.20.3.2 Located at a third party's premises within the same **LATA** as the end user's Socket's premises, when CenturyTel is the collocator. 2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Article if Socket will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same **LATA** as the customer premises served by the Included Arrangement.	There is no reason to limit Socket's ability to obtain EELs by forcing Socket to adhere to CenturyTel's definition of a local calling area. CLECs are not required to match the calling areas established by the ILECs, which in any event are largely a product of historical population growth and population centers. The FCC imposed no such restrictions in the TRO and none are appropriate.	user's premises, when CenturyTel is not the collocator; or 2.20.3.2 Located at a third party's premises within the same <u>LATA</u> as the end user's Socket's premises, when CenturyTel is the collocator. 2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Article if Socket will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.	
Should this Article clearly provide that the parties will utilize the change of law process set out in the GT&C's portion of the Agreement to implement changes in law governing UNEs?	18	2.21 and 2.21.1	**2.21 Reservation of Rights/Intervening Law** **2.21.1 CenturyTel's provision of UNEs identified in this Article is subject to the intervening law/change in law language in the GT&Cs of this Agreement and applicable law, including but not limited to, Section 251(d) of the Federal Act.**	The FCC has consistently directed ILECs and CLECs to revise their interconnection agreements through the Section 252 process when the FCC has issued new rules regarding the ILECs' obligations to provide UNEs. Some ILECs, including CenturyTel have sought to bypass the Section 252 process and unilaterally declare that they no longer will make certain UNEs available when the D.C. Circuit issued its decision in USTA II. Socket has proposed this language to leave no doubt that the parties will follow the change of law process set forth in the GT&C's portion of their	None	Socket's position that the parties re-negotiate revisions and amendments to the ICA to incorporate changes in the law is inefficient, wasteful and designed to forestall the effect on the parties of changes in the law. The ICA should automatically incorporate changes in the law as they become effective. Socket appears to prefer that the parties ignore changes in the law until such time as the parties complete an expensive and inefficient process of amending the ICA, a process that will only serve to delay implementing changes of law between the parties. Moreover, Socket is incorrect in its

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				Agreement when implementing changes of law, including those that alter the parties' rights and obligations with respect to Section 251 of the Act.		argument that ILECs always have been directed to modify their ICAs through the 252 process. For example, the *Qwest Omaha* order forbearing from some unbundling obligations was effective by its own terms, without renegotiation or state approval.
Should the parties' Agreement provide that CenturyTel will not separate any existing combinations of UNEs that already are combined on its network unless Socket so requests	19	2.24	**2.24 Except upon request, CenturyTel will not separate preexisting combinations of network elements that are already combined in CenturyTel's network.**	Yes. This requirement is consistent with the FCC's rule 51.315(b) which was upheld by the U.S. Supreme Court in *AT&T v. Iowa Utilities Board*. There is no reason for CenturyTel to refuse to obligate itself to adhere to the FCC's rules in this Agreement.	None	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

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 |

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						parties. To that end, CenturyTel anticipates being able to negotiate compromise language but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.
Should CenturyTel be required to maintain technical publications that set out the features, functions and capabilities of the UNEs it provides and should these publications be submitted to the Commission for approval?	20	2.33.1, 2.33.2 and 2.33.6	2.33.1 Each Section 251 Unbundled Network Element provided by CenturyTel to Socket will meet applicable regulatory performance standards and be at least equal in quality and performance as that which CenturyTel provides to itself. Each Section 251 Network Element will be provided in accordance with CenturyTel Technical Publications or other written descriptions, as approved by the Missouri Commission. **CenturyTel will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of CenturyTel and Socket, and where Socket agreement cannot be obtained, as changed with the approval of the**	Yes. It is very helpful to CLECs in designing and operating their networks and effectively and efficiently using ILECs' UNEs in the provision of telecommunications services to know the features, functions and capabilities of the UNEs that are available. Technical publications have long been available, are common in the industry, and are relied upon by engineering and operations personnel of the ILECs and the CLECs. Socket is asking that CenturyTel maintain such publications and that, before changes are made, CenturyTel and Socket attempt to agree to such changes, but that the final determination of whether a change should be approved will reside with the Missouri Commission for review. Socket's proposed language is not unusual, is the same as that generally agreed to by SBC Missouri and approved by the Commission in the recent arbitration between that ILEC and the CLEC Coalition, and is not unduly burdensome on CenturyTel. The language should be approved.	2.33.1 Each Section 251 Unbundled Network Element provided by CenturyTel to Socket will meet applicable regulatory performance standards and be at least equal in quality and performance as that which CenturyTel provides to itself. Each Section 251 Network Element will be provided in accordance with CenturyTel Technical Publications or other written descriptions, as approved by the Missouri Commission.	Socket's proposed Sections 2.33.1 (in bold), 2.33.2 and 2.33.6 should be rejected as they purport to obligate CenturyTel beyond what is required by applicable law. Nothing in the FTA obligates CenturyTel to file its technical publications with the Missouri Public Services Commssion, or seek Commission approval or Socket's agreement on the same. Moreover, Socket's proposal essentially asks that CenturyTel incur the costs and inconvenience of creating a technical publication library for Socket with no provision for reimbursing CenturyTel for such costs and inconvenience.

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			Missouri Commission. Such publications will be shared with Socket. Socket may request, and CenturyTel may provide, to the extent technically feasible, Section 251 Unbundled Network Elements or Network Elements that are superior or lesser in quality than CenturyTel provides to itself and such service will be requested pursuant to the BFR process. **2.33.2 CenturyTel will provide an CenturyTel Technical Publication or other written description for each Section 251 Unbundled Network Element identified and offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to Socket. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element.**			

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			The Technical Publications or other written description shall be posted on CenturyTel's CLEC website. **2.33.6 For each Section 251 Unbundled Network Element identified and provided for in this Article, CenturyTel Technical Publications or other written descriptions meeting the requirements of this Section will be made available to Socket not later than thirty (30) days after the Effective Date of this Agreement.**			
Should CenturyTel be required to put performance measures in place to ensure that it provides nondiscriminatory service to Socket?	21	2.33.7	**2.33.7 CenturyTel will provide performance measurements as outlined in Article XV under this Agreement. CenturyTel will not levy a separate charge for providing this information.**	Socket's desire for obtaining performance measures and performance committments from CenturyTel is that such measures have proven effective with respect to SBC Missouri in identifying any discriminatory treatment of CLECs, as compared to the ILECs' own retail customers, and effective in encouraging SBC to provide CLECs high quality services on a timely basis so that CLECS, in turn, can provide that same quality and same timely response to their own customers needs. The issue is both practical and a matter of public policy. The usefulnees of such measures should not be limited to SBC, but should extend to other ILECs on which CLECs' are dependent as well.	None	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,

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				The Act requires that ILECs provide services to CLECs that are in parity with those the ILEC provides to its retail customers and to its affiliates. The purpose of the performance measures is to track CenturyTel's delivery of services to Socket and facilitate that comparison.		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. Socket's proposed language is unduly burdensome, is in many respects unnecessary or inappropriate, and would impose unreasonable requirements on CenturyTel. In all respects CenturyTel is in full compliance with FTA § 251(c). Notwithstanding its rhetorical assertions otherwise, much of what Socket proposes is not required by § 251(c). Moreover, Socket would impose obligations that are not technically feasible for CenturyTel to satisfy and would impose metrics and intervals that CenturyTel, unlike SBC, cannot meet. CenturyTel recognizes that Socket is entitled to interconnection that is equal in quality to that provided by CenturyTel to itself or any other interconnecting party. CenturyTel satisfies that obligation,

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						providing Socket nondiscriminatory, parity-based interconnection. To memorialize those obligations, CenturyTel has also provided Socket a copy of the Company's Service Ordering Guidelines that apply to all CLECs interconnecting with CenturyTel for local service. Additionally, CenturyTel met with representatives of Socket and meticulously went through all of the Company's ordering and provisioning guidelines for both local service and access services. In the end, CenturyTel fully intends to satisfy its obligations with respect to Socket, but Socket's proposed language goes too far. The Commission should reject Socket's proposal.
If CenturyTel asserts that it cannot provision a UNE, should it provide a full explanation of why it cannot do so and, if the reason is lack of facilities, should it be required to submit a construction plan for expanding its facilities?	22	2.37	2.37 In the event that CenturyTel asserts that it does not have the ability to provide the requested network elements, CenturyTel shall provide a **detailed** explanation of the reason CenturyTel cannot provide the requested network elements. **If the reason that CenturyTel cannot provide the requested network elements is related to a lack of capacity or lack of facilities, CenturyTel shall identify any capacity that CenturyTel is reserving for its own use, and submit a construction plan for setting forth the timeline for adding the additional capacity. CenturyTel shall submit this plan to Socket and to the Manager of the**	Yes. To the extent Socket relies upon CenturyTel's UNEs in order to serve its customers, Socket needs to know the reason for any assertion by CenturyTel by that it cannot provision a requested UNE. Socket can best serve its customers if it knows, for example, that there is a temporary shortage of facilities that would delay availability or a long term lack of spare facilities. Such information is key to Socket establishing and honoring the provisioning commitments it makes to customers who order Socket's services. CenturyTel has access to this type of information internally when it is planning its offerings, establishing provisioning intervals etc. with	2.37 In the event that CenturyTel asserts that it does not have the ability to provide the requested network elements, CenturyTel shall provide an explanation of the reason CenturyTel cannot provide the requested network elements.	In Socket's proposed Sec. 2.37, the bolded term in Socket's first sentence ("detailed") and the entire second and third sentences should be rejected as they purport to obligate CenturyTel beyond what is required by applicable law.

Socket only agrees with the language in that portion of Sec. 2.37 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA. |

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			Telecommunications Department at the Missouri Public Service Commission	respect to its retail customers. CenturyTel should also be required to submit a construction plan if there is a lack of facilities.		
Should CenturyTel be required to readily make available any new network elements or combinations of elements that may be developed and made available in the future?	23	2.38.1, 2.38.4 and 2.38.12	2.38.1 The sections below identify Unbundled Network Elements and provide terms and conditions on which CenturyTel will offer them to Socket. Any request by Socket for an additional Unbundled Network Element will be considered under the procedures set forth below. Bona Fide Request ("BFR") is the process by which Socket may submit a request for CenturyTel to provide access to a Network Element that is new, undefined, or part of a Commingled Arrangement not identified in Appendix (a "Request"), that is required to be provided by CenturyTel under the Act but is not available under this Agreement **or defined in a generic appendix at the time of Socket's request**. Where facilities and equipment are not available, Socket may request and, to the extent required by law and as CenturyTel may otherwise agree, CenturyTel will provide Unbundled Network Elements through the BFR process**.** 2.38.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of	Socket should not be required to submit a BFR and incur the delay that process entails if CenturyTel has already undertaken all of the work involved in studying, developing and offering a network element that is new, undefined or part of a Commingled Arrangement not identified in this Agreement. Requiring Socket to follow the BFR process is a waste of resources for both companies and is contrary to the objective of providing timely and high-quality services to the end users of telecommunications services that competitors provide. If CenturyTel has defined a network element in a generic appendix or if it has made it available in response to another CLEC's request, it should be promptly available to Socket. The language proposed here helps to ensure that all CLECs are aware of the network elements that are available. The language is reasonable and should be approved.	2.38.1 The sections below identify Unbundled Network Elements and provide terms and conditions on which CenturyTel will offer them to Socket. Any request by Socket for an additional Unbundled Network Element will be considered under the procedures set forth below. Bona Fide Request ("BFR") is the process by which Socket may submit a request for CenturyTel to provide access to a Network Element that is new, undefined, or part of a Commingled Arrangement not identified in Appendix (a "Request"), that is required to be provided by CenturyTel under the Act but is not available under this Agreement. Where facilities and equipment are not available, Socket may request and, to the extent required by law and as CenturyTel may otherwise agree, CenturyTel will provide Unbundled Network Elements through the BFR process**.** 2.38.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of the Act.	CenturyTel agrees with the language of Sections 2.38.1, 2.38.4 and 2.38.12 to the extent they are set forth as CenturyTel proposed language. CenturyTel does not agree with those portions of these provisions that are bolded. 2.38.1: CenturyTel does not understand the meaning intended by the phrase "defined in a generic appendix," specifically whether it references an appendix to this ICA or some other document. Thus, that language is vague, confusing and ambiguous. 2.38.12: Socket's language regarding the inapplicability of the BFR process should be rejected. In addition to being overly burdensome, it fails to acknowledge that the BFR process and the cost development therein are specific to the party or carrier that submits it. It does not necessarily translate that once costs are developed under a BFR process for a requested UNE arrangement that all such costs will be the same for any other carrier requesting the same UNE arrangement. Moreover, as noted in CenturyTel's arguments in the Article III DPL, "Accessible Letter" refers to correspondence provided by SBC. CenturyTel does not have the same practice or use the same notification terminology.

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Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			the Act.

2.38.12 If CenturyTel provides any Unbundled Network Element not identified in this Agreement to a requesting Telecommunications Carrier through the BFR process, CenturyTel will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the Bona Fide Request process. **CenturyTel shall notify all CLECs, through Accessible Letter, that an Unbundled Network Element will be available as a result of a BFR; such notice shall be provided no later than thirty (30) days prior to the new Unbundled Network Element's availability.** Whenever Socket requests to purchase a particular CenturyTel Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no Unbundled Network Element price has been established or agreed by the Parties, Socket's request will be considered as follows: CenturyTel will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) business days following CenturyTel's receipt of Socket's | | 2.38.12 If CenturyTel provides any Unbundled Network Element not identified in this Agreement to a requesting Telecommunications Carrier through the BFR process, CenturyTel will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the Bona Fide Request process. Whenever Socket requests to purchase a particular CenturyTel Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no Unbundled Network Element price has been established or agreed by the Parties, Socket's request will be considered as follows: CenturyTel will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) business days following CenturyTel's receipt of Socket's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) business days following Socket's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement. | However, CenturyTel has committed in Sections 24 and 54 to post on a website made accessible to CLECs all of its network changes prior to their implementation. |

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			request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) business days following Socket's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.			
Should this Article contain a definition of the NID?	24	3.2	3.2 **The Network Interface Device (NID) UNE is defined as any means of interconnection of end user customer premises wiring to CenturyTel's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user's inside wire. Except in multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building or on a property up to the NID, maintenance and control of the end user's inside wiring (i.e., on the end user's side of the NID) is under the control of the end user.** Conflicts between telephone service providers for access to the end user's inside wire on the end user's side of the NID must be resolved by the end user. Pursuant to applicable FCC rules, CenturyTel offers nondiscriminatory access to the NID on an unbundled basis to Socket for the provision of a	Yes, for clarity and ease of use of the Agreement. The proposed definition is fully consistent with the FCC's definition of what constitutes a NID and with the obligations of the ILEC and should be approved.	3.2 Conflicts between telephone service providers for access to the end user's inside wire on the end user's side of the NID must be resolved by the end user. Pursuant to applicable FCC rules, and current law, CenturyTel offers nondiscriminatory access to the NID on an unbundled basis to Socket for the provision of a Telecommunications Service. Socket access to the NID is offered as specified below.	Socket's proposed language (in bold) should be rejected as it purports to paraphrase applicable law. The applicable law, rule and/or definition should be referenced or quoted rather than paraphrased so as not to create rights for Socket in excess of what is provided for under law and to ensure proper treatment of changes of law.

Socket only agrees with the language in that portion of Sec. 3.2 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA. |

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			Telecommunications Service. Socket access to the NID is offered as specified below.			
Should this Article contain a definition of the local loop?	25	4.2	4.2 **Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an premises. Therefore,** consistent with the applicable FCC rules, CenturyTel will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an CenturyTel Central Office and the loop demarcation point at an End Users premises. The Parties acknowledge and agree that CenturyTel shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned or controlled by CenturyTel. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning	Yes, the definition is helpful for clarity and to reduce the portential for disputes between the parties. The langauge Socket is proposing is the same as the language that was approved by the Commission in the recent arbitration between SBC Missouri and the CLEC Coalition, language that was agreed to between the parties and was not a topic of controversy.	4.2 Consistent with the applicable FCC rules and definitions, CenturyTel will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an CenturyTel Central Office and the loop demarcation point at an End Users premises. The Parties acknowledge and agree that CenturyTel shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned or controlled by CenturyTel. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning Local Loop UNE includes, but is not limited to (DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in CenturyTel wire centers. Socket	Socket's proposed language (in bold) should be rejected as it purports to paraphrase applicable law. The applicable law, rule and/or definition should be referenced or quoted rather than paraphrased so as not to create rights for Socket in excess of what is provided for under law and to ensure proper treatment of changes of law. Socket only agrees with the language in that portion of Sec. 4.2 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA.

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			Local Loop UNE includes, but is not limited to (DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in CenturyTel wire centers. Socket agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In accordance with 47 C.F.R. 51.319(a)(9), CenturyTel shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this agreement.		agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In accordance with 47 C.F.R. 51.319(a)(9), CenturyTel shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this agreement.	
Is CenturyTel obligated to perform a requested move of a UNE loops from IDLC if a spare alternative facility is available?	26	4.4.1.2	4.4.1.2 **If Socket requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) CenturyTel will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to Socket. If, however, no spare unbundled loop is available, CenturyTel will within two (2) business days, excluding weekends and holidays, of**	Yes. Socket proposes that the same language approved by the Commission in the SBC Missouri arbitration with the CLEC Coalition be made part of this Article and Agreement.	None	Socket's proposed Sections 4.4.1.2 should be rejected as it purports to obligate CenturyTel beyond what is required by applicable law.

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Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			Socket's request, notify Socket of the lack of available facilities.			
Issue 27A: Should this Article contain a definition and terms and provisions regarding FTTH loops? *Issue 27B:* Should CenturyTel's obligations be limited by reference to those articulated in the TRO, given that the FCC has issued other rulings in other orders that set forth the ILECs' obligations?	27	4.6.3 through 4.6.6	**4.6.3 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an end user's customer premises. CenturyTel shall provide access to FTTH consistent with the terms set forth below.** 4.6.4 CenturyTel must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless CenturyTel retires the copper loop pursuant to Section 51.319(a)(3)(iii). **4.6.5 If CenturyTel maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case CenturyTel shall restore the copper loop to serviceable condition upon request.** **4.6.6 Should CenturyTel retire**	*Issue 27A:* Yes. Socket has proposed to include provisions regarding FTTH that are fully consistent with the FCC's decisions regarding these loops. This is the same language agreed to between SBC Missouri and the CLEC Coalition. *Issue 27B:* Socket opposes CenturyTel's attempt in Section 4.6.4 to limit the scope of its obligations to the FCC's text and decisions in the TRO, because subsequent FCC decisions on the subject of the FTTH (and hybrid loops) exist and also set forth the extent of the ILECs' obligations.	4.6.4 CenturyTel must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis <u>pursuant to current law</u> unless CenturyTel retires the copper loop pursuant to Section 51.319(a)(3)(iii).	Socket's proposed Sections 4.6.3, 4.6.5 and 4.6.6 should be rejected as they purport to obligate CenturyTel beyond what is required by and are inconsistent with applicable law. According to the FCC, ILECs have no obligation under the FTA to provide unbundled access to FTTH. In addition, 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

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			the copper loop pursuant to Section 51.319(a)(3)(iii) it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.			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. Socket only agrees with the language in that portion of Sec. 4.6 .4 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA.
Issue 28A: Should this Article describe the FCC's conclusion that CLECs' access to UNE loops will be limited in certain wire centers and specify a definition of critical terms that determine where and how the limit will be applied? *Issue 28B:*	28		4.7.1 **The FCC determined in the TRRO that Socket's access to high-capacity loops under Section 251 shall be limited with respect to loops obtained to serve buildings in certain locations. For purposes of this Section 4.7, the following definitions apply:** **(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5.** **(B) A "building" is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street**	*Issue 28A:* Yes. In the TRRO the FCC analyzed impairment in terms of the economics of constructing one's own facilities and having an opportunity to serve a market sufficiently large to made that deployment viable for a reasonably efficient competitor. The FCC determined that where a other carriers had found it economic to construct collocations and where the number of business customers had reached certain threshold levels that CLECs were not impaired. The language in dispute here implements the restrictions and limitations on CLECS' access to high-capacity loops	None	The Commission should reject Socket's proposed contract language as unnecessary in the parties' successor ICA. Socket proposes a great deal of language here that simply duplicates or attempts to paraphrase 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

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How should the term "building" be defined?			**address assigned to it. With respect to a multi-tenant property with a single street address, an individual tenant's space shall constitute one building for purposes of this Article (1) if the multi-tenant property is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Section 4.7. A building for purposes of this Section 4.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as such structures have a unique street address. Under no circumstances shall educational,**	and transport (and dark fiber transport) as Section 251 UNEs. *Issue 28B:* Socket has proposed that the definition of a "Building" that was approved by the Commission in the arbitration between SBC Missouri and the CLEC Coalition be adopted in this interconnection agreement as well. The defintion proposed here is both intuitively correct to a lay person who would be a customer of CLEC's service and implements the FCC's restriction on access to UNE loops in terms that are familiar to the telecommunications industry. Socket's definition recognizes that buildings exist with separate identities even if there is an underground or overhead walkway or a shared garage. Socket's definition recognizes that not all commercial buildings have a central telephone area through which telecommunications facilities enter the structure. It also focuses, as the FCC did, on commercial buildings.		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.

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			governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Section 4.7.			
Should this Article include a provision that addresses that sets out the right and obligations of both Socket and CenturyTel with respect to self-certification for UNE loops?	29	4.72 and 4.7.2.1	**4.7.2 Self-certification with respect to DS1 and DS3 loops** **4.7.2.1 Socket shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of Socket's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 above prior to submitting its order to CenturyTel. Exhibit A identifies the wire centers where DS1 and DS3 UNE Loops are Declassified under Sections 4.7.1.1 and 4.7.1.2, above, and those Sections shall apply. For situations where CenturyTel's list in Exhibit A does not identify a wire center(s) relevant to Socket's order for DS1 or DS3 UNE Loop(s), Socket shall self-certify, if requested to do so by CenturyTel, that based on that reasonable inquiry it is Socket's reasonable belief, to the**	Yes. The parties have agreed to essentially identical language and process with respect to Socket's self-certification for ordering UNE transport between wire centers where one or both wire centers has been identified by CenturyTel as a Tier 1 or Tier 2 wire center. The FCC in paragraph 234 of the TRRO expressly directed that CLECs have the right to submit a self-certification for loops and transport where the CLEC disagrees with an ILECs' wire center classification based on a reasonably diligent inquiry. It makes no sense for this Agreement to not contain a provision for self-certification with respect to UNE loops. Socket's proposed language fully provides for its rights and obligations, and provides for CenturyTel's rights and obligations as well, consistent with the FCC's decisions. Socket's language is reasonable and should be approve.	None	Socket's proposed Sections 4.7.2 and 4.7.2.1 should be rejected as they purport to obligate CenturyTel beyond what is required by and are inconsistent with applicable law.

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			best of its knowledge, that its order satisfies the criteria in Section 4.7.1 as to the particular UNE(s) sought. CenturyTel shall provision the requested DS1 or DS3 loop in accordance with Socket's order and within CenturyTel's standard ordering interval applicable to such loops. CenturyTel shall have the right to contest such orders, and Socket's ability to obtain a requested DS1 or DS3 UNE Loop only after provisioning, by notifying Socket in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of CenturyTel's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that Socket was not entitled to the provisioned DS1 or DS3 UNE Loop, the rates paid by Socket for the affected Loop shall be subject to true-up and Socket shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30 days of such determination. If			

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			Socket does not transition the Loop within the 30 day period, then CenturyTel may disconnect the loop or convert it to an analogous service.			
Should this Article include a definition of dark fiber?	30	5.0, and 5.1	**5.0 DARK FIBER DEDICATED TRANSPORT** **5.1 Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services. Dark fiber is unlit optic cable that is deployed within CenturyTel's network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Dark fiber, includes unlit fiber that could be, but is not currently, spliced or terminated in any segment including any "dead count," as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 5.4**	Yes. Socket has proposed that this Article use the same definition approved by the Commission in the arbitration between SBC Missouri and the CLEC Coalition. A definition provides clarity and will help to reduce disputes between the parties in the future.	None	Socket's proposed language should be rejected as it purports to paraphrase applicable law. The applicable law, rule and/or definition should be referenced or quoted rather than paraphrased so as not to create rights for Socket in excess of what is provided for under law and to ensure proper treatment of changes of law.
Issue 31A: Is CenturyTel required to continue to provide UNE Dedicated Dark Fiber Transport on	31	5.3.1 and 7.2	5.3.1 **At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, CenturyTel will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in**	*Issue 31A:* Yes. Under the TRRO, CLECs continue to be entitled to obtain dark fiber dedicated transport between ILEC wire centers that are designated as Tier 3. The language proposed by	5.3.1 Dedicated Transport Dark Fiber is defined as CenturyTel dark fiber interoffice transmission facilities dedicated to Socket that are within CenturyTel's network, connecting CenturyTel switches or wire centers within a LATA. UNE Dedicated	The bolded provisions in Socket's proposed Sections 5.3.1 and 7.2 should be rejected as they purport to obligate CenturyTel beyond what is required by, and are inconsistent with, applicable law. According to the FCC, of course, "dedicated transport" by definition only runs between two of an

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certain routes where spare fiber exists? *Issue 31B*: Should CenturyTel be able to restrict Socket's ability to obtain dedicated transport to points between wire centers that are located within CenturyTel's local calling area?			**Section 5.4 below. UNE** Dedicated Transport Dark Fiber is defined as CenturyTel dark fiber interoffice transmission facilities dedicated to Socket that are within CenturyTel's network, connecting CenturyTel switches or wire centers within a **LATA**. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the CenturyTel network and Socket's network or the location of Socket equipment. CenturyTel will offer UNE Dedicated Transport Dark Fiber to Socket when Socket has collocation space in each CenturyTel CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate. 7.2 "Dedicated Transport" is defined as CenturyTel interoffice transmission facilities dedicated to a particular CLEC or CLEC's customer that is within CenturyTel's network, connecting CenturyTel switches or wire centers within a **LATA**. **Dedicated transport also includes interoffice transmission facilities between CenturyTel of Missouri, LLC's network and Spectra Communications Group, LLC d/b/a CenturyTel's network and vise-versa.** Dedicated Transport does not include transmission facilities between CenturyTel's network and Socket's network or the location of Socket's	Socket embodies this and further states that CenturyTel need only provide that fiber where it is "spare". *Issue 31B:* No. As stated in the preliminary position set out with respect to Issue #17 (above), CenturyTel should not be allowed to force Socket to follow CenturyTel's local calling areas. Nothing in any FCC rule or order restricts Socket's access to and use of UNEs to its local calling area. Dedicated Transport can be used to carry calls between ILEC wire centers that are not within a local calling area. CenturyTel's restrictive language would absolutely preclude Socket from being able to order Transport between two CenturyTel wire centers simply because those wire centers are not located in the same local calling area---a restriction that appears nowhere in the TRO or TRRO.	Transport Dark Fiber does not include transmission facilities between the CenturyTel network and Socket's network or the location of Socket equipment. CenturyTel will offer UNE Dedicated Transport Dark Fiber to Socket when Socket has collocation space in each CenturyTel CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate. 7.2 "Dedicated Transport" is defined as CenturyTel interoffice transmission facilities dedicated to a particular CLEC or CLEC's customer that is within CenturyTel's network, connecting CenturyTel switches or wire centers within a LATA. Dedicated Transport does not include transmission facilities between CenturyTel's network and Socket's network or the location of Socket's equipment.	ILEC's central offices. It is inherently more limited than Socket demands in its proposed contract language. Socket only agrees with the language in that portion of Sec. 5.3.1 and 7.2 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA.

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<u>Underlined language represents language proposed by CenturyTel and opposed by Socket</u>.

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			equipment.			
Should the Article include a definition of Dedicated Transport that recognizes that CenturyTel has two separate ILEC entities in Missouri?	32	7.2	7.2 "Dedicated Transport" is defined as CenturyTel interoffice transmission facilities dedicated to a particular CLEC or CLEC's customer that is within CenturyTel's network, connecting CenturyTel switches or wire centers within a **LATA**. **Dedicated transport also includes interoffice transmission facilities between CenturyTel of Missouri, LLC's network and Spectra Communications Group, LLC d/b/a CenturyTel's network and vise-versa.** Dedicated Transport does not include transmission facilities between CenturyTel's network and Socket's network or the location of Socket's equipment.	Yes. As the Commission is aware CenturyTel is not just one ILEC but two in Missouri – CenturyTel of Missouri, LLC and Spectra Communications Group. These two entities exist because CenturyTel acquired them in two separate transactions from GTE, now Verizon. The two ILEC entities are managed as one entity. Currently, Socket is able to and does order Interoffice Dedicated Transport between a CenturyTel end office and a Spectra end office. That should not change. Although a CLEC cannot order dedicated interoffice transport between two different and unaffiliated ILEC end offices, such as between SBC and Sprint, these two CenturyTel entities are under common ownership/management..	7.2 "Dedicated Transport" is defined as CenturyTel interoffice transmission facilities dedicated to a particular CLEC or CLEC's customer that is within CenturyTel's network, connecting CenturyTel switches or wire centers within a LATA. Dedicated Transport does not include transmission facilities between CenturyTel's network and Socket's network or the location of Socket's equipment.	The bolded provisions in Socket's proposed Section 7.2 should be rejected as it purports to obligate CenturyTel beyond what is required by, and is inconsistent with, applicable law. According to the FCC, of course, "dedicated transport" by definition only runs between two of an ILEC's central offices. It is inherently more limited than Socket demands in its proposed contract language. Socket only agrees with the language in that portion of Sec. 7.2 set forth as CenturyTel's proposed language, and agrees to incorporate it into the ICA.
Is CenturyTel obligated under the Act to provide nondiscriminatory access to automated testing and monitoring services, and should it offer UNE loops without such testing if Socket so	33	11.1	11.1 CenturyTel will offer unbundled local loops with **and without** automated testing and monitoring services **where technically feasible and CenturyTel uses such testing and monitoring itself or offers these services to any other carrier including any affiliate of CenturyTel.** If Socket uses its own testing and monitoring services, CenturyTel still must treat the test	Section 251(c)(3) of the Act expressly requires ILECs to make UNEs available on rates, terms and conditions that are just, reasonable, and nondiscriminatory. Furthermore the standard for provision of UNEs is technical "feasibility" which is a term of art in the industry and which should be used in this Article to avoid confusion and potential disputes. All that Socket is seeking is the ability to	11.1 CenturyTel will offer unbundled local loops with and without automated testing and monitoring services where technically feasible and CenturyTel uses such testing and monitoring itself or offers these services to any other carrier including any affiliate of CenturyTel. If Socket uses its own testing and monitoring services, CenturyTel still must treat the test reports as its own	This issue has been resolved. CenturyTel has accepted Socket's proposed language as shown.

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requests? RESOLVED			reports as its own for purposes of procedures and time intervals for clearing trouble reports.	order UNE loops with and without testing and monitoring if it is technically feasible for CenturyTel to provide them and if CenturyTel does so for itself or for any other carrier. Socket's language embodies the requirements of the Act and should be adopted.	for purposes of procedures and time intervals for clearing trouble reports.	
Should CenturyTel be required to provide synchronization to Socket?	34	11.2, 11.2.1 and 11.2.2	**11.2 Synchronization** **11.2.1 Definition:** **Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.** **11.2.2 Technical Requirements** **CenturyTel will provide**	Yes, this is a service that is routinely provided by other ILECs and is used and relied upon by CLECs to ensure that the services they are provided are working properly so that end users, in turn, are properly served. Socket is only asking that CenturyTel provide it the same service that CenturyTel uses itself to provide service to its retail customers.	None	Socket's proposed Sections 11.2 and its subparts should be rejected as they purport to obligate CenturyTel beyond what is required by applicable law.

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			synchronization to equipment that is owned by CenturyTel and is used to provide a network element to Socket in the same manner that CenturyTel provides synchronization to itself.			

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