

CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE XIII: OSS

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the Agreement contain an Article addressing Operations Support Systems issues?	1	All	See Article XIII: OSS in its entirety.	<p>Socket is entitled to efficient and effective provisioning of wholesale facilities under CenturyTel’s FTA § 251(c) obligations. This Article lays out reasonable terms and conditions governing the interface between Socket and CenturyTel in the ordering and provisioning systems.</p> <p>When CenturyTel sought Commission approval for the transfer of exchanges from GTE Midwest, Inc. d/b/a Verizon Midwest, Inc., CenturyTel filed sworn testimony stating that an automated electronic interface for CLECs was in development and the functionality would be available within 9 months of the close of the transaction. That promise was made as part of the assurances that the transaction was in the public interest. CenturyTel should not be permitted to disavow its previous promises and force CLECs to continue using an antiquated manual system for ordering and provisioning.</p> <p>Socket’s proposed OSS article is derived in large part from the OSS attachment that the Commission approved as reasonable and appropriate in Case No. TO-2005-0336, except that Socket has modified that attachment to reflect changes between CenturyTel’s operations and those of SBC Missouri. These terms should be memorialized in</p>	None.	<p>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, Article XIII as proposed would require CenturyTel to implement real time electronic pre-ordering and ordering systems for Interconnection, Resale, and UNE functions. CenturyTel estimates such system development would cost millions of dollars. 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.</p> <p>Contrary to Socket’s assertions, this position does not “renege on previous promises to the Commission,” but is instead the only rational business position CenturyTel can take given its size and resources, and the complexity and cost of electronically interfacing multiple systems. Moreover, in light of the known CLEC order volumes, existing manual processes suffice.</p>

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

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				the interconnection agreement, rather than left to CenturyTel to dictate unilaterally to Socket.		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 web site 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, the Commission should reject Socket’s onerous demands.

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