

**CASE NO. TO-2006-0299**  
**MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET**  
**ARTICLE XV: PERFORMANCE MEASURES AND PROVISIONING INTERVALS**

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the Agreement contain an Article addressing Performance Measures and Provisioning Intervals issues?	1	All	See Article XV: Performance Measures and Provisioning Intervals in its entirety.	Socket is entitled to interconnection that is at least equal in quality to that provided by CenturyTel to itself or any other interconnecting party, as well as other obligation falling within FTA § 251(c). This Article lays out expectations concerning CenturyTel's provision of quality wholesale service to Socket, on a timely basis, so that Socket in turn may provide quality, timely service to its customers. Socket's proposed Performance Measures article is derived from the two primary sources. These are Attachment 12 of the AT&T – GTE Interconnection Agreement that Socket and CenturyTel currently operate under and the Performance Measures 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. The terms governing the quality of wholesale service provided by CenturyTel should be memorialized in the interconnection agreement.	None. CenturyTel follows the OBF standards and CenturyTel Service Order Guidelines.	Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as

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						<p>to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC's operations and offerings.</p> <p>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.</p> <p>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, 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</p>

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						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.

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