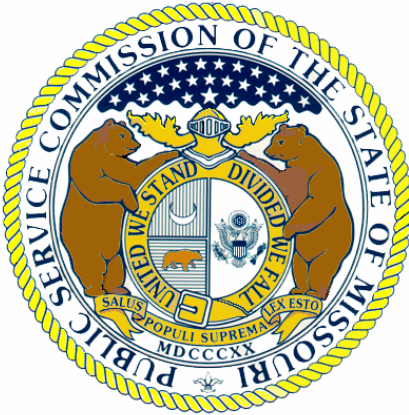


**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**



Petition of Socket Telecom, LLC for Compulsory )  
Arbitration of Interconnection Agreements with )  
CenturyTel of Missouri, LLC and Spectra )  
Communications, LLC, pursuant to Section 251(b)(1) )  
of the Telecommunications Act of 1996 )

**Case No. TO-2006-0299**

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**FINAL COMMISSION DECISION**

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**Issue Date:** June 27, 2006

**Effective Date:** June 30, 2006

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**APPEARANCES**

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**Arbitrator:** Kennard L. Jones, Administrative Law Judge

**Arbitration Advisory Staff:**

**Natelle Dietrich**, Regulatory Economist III, Utility Operations Division, Missouri Public  
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**Adam McKinnie**, Regulatory Economist II, Missouri Public Service Commission.

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**Larry Henderson**, Utility Operations Technical Specialist II, Missouri Public Service  
Commission.

## **FINAL COMMISSION DECISION**

### **PROCEDURAL HISTORY**

On January 13, 2006, Socket Telecom, LLC filed a petition for arbitration with the Commission pursuant to Section 252 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110, Stat. 56, codified at various sections of Title 47, United States Code (“the Act”), and Commission rule 4 CSR 240-36.040. Socket asks the Commission to resolve issues pertaining to the negotiation of interconnection agreements between it and CenturyTel of Missouri, LLC and Spectra Communications Group, LLC d/b/a CenturyTel of Missouri. The Arbitrator conducted an evidentiary hearing on April 13, 2006 and issued a final report on May 18.

During the course of these proceedings, the parties have settled a number of contested issues. Those issues will not be discussed in this Report.

### **STATEMENT OF FINDINGS AND CONCLUSIONS**

#### **Article II – Definitions**

**Issue 6 – Should the parties’ interconnection agreement extend obligations to CenturyTel affiliates?**

**Petitioner (Socket)** – Socket argues that the definition of “currently available”, with regard to requested orders and services, should include services, features, functions and capabilities that CenturyTel and its affiliates are able to provide.<sup>1</sup>

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<sup>1</sup> Kohly Direct at 22-27 and rebuttal.

**Respondent (CenturyTel)** – CenturyTel argues that the definition of “currently available”, with regard to requested orders and service, should include service, features, functions and capabilities that it provides to itself and its end-users.<sup>2</sup>

**Commission’s Decision** – 47 C.F.R. 64.1903(3) states as follows:

The affiliate shall acquire any services from its affiliated exchange companies for which the affiliated exchange companies are required to file a tariff at tariffed rates, terms, and conditions. Nothing in this section shall prohibit the affiliate from acquiring any unbundled network elements or exchange services for the provision of a telecommunications service from its affiliated exchange companies, subject to the same terms and conditions as provided in an agreement approved under Section 252 of the [Telecommunications Act].

Based on the applicability of these requirements to CenturyTel’s operations, CenturyTel’s language most accurately describes the relationship by which CenturyTel is required to provide service to Socket.

**Issue 14 – How should the interconnection agreement define “Information Access” and “Information Access Traffic”?**

**Petitioner (Socket)** – Socket argues that its definition is simpler because it does not incorporate FCC decisions in the definition as CenturyTel has done. FCC decisions are subject to interpretation and bring unnecessary ambiguity to the definition.<sup>3</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket’s definition improperly erects arbitrage opportunities, is inconsistent with the goals of the Telecommunications Act and sound economic and regulatory principles, and does not fairly allocate responsibility between the parties.<sup>4</sup>

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<sup>2</sup> Simshaw Direct 44-47.

<sup>3</sup> Kohly Direct 28-31 and Rebuttal.

<sup>4</sup> Simshaw 5-35, 39-42.

**Commission’s Decision** – In its ISP Remand Order at paragraph 44, the FCC concluded that:

“Congress’ reference to ‘information access’ in section 251 (g) was intended to incorporate the meaning of the phrase ‘information access’ as used in the AT&T Consent Decree . . . Under the consent decree, ‘information access’ was purchased by ‘information service providers’ and was defined as ‘the provision of specialized exchange telecommunications services . . . in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services’. We conclude that this definition of ‘information access’ was meant to include all access traffic that was routed by a LEC ‘to or from’ providers of information services, of which ISPs are a subset.”

Socket’s language inserts the language: “and where necessary, the provision of network signaling and other functions.” With the exception of this additional clause, Socket’s language will be incorporated in the interconnection agreement.

**Issue 15 – Which party’s definition of “Internet Service Provider” should be used?**

**Petitioner (Socket)** – Socket argues that its proposed definition comes directly from the FCC’s ISP Remand Order, is simple and straightforward.<sup>5</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket’s proposed definition creates opportunities for arbitrage. CenturyTel emphasizes that this definition critically impacts how the parties treat Virtual NXX dial-up ISP traffic.<sup>6</sup>

**Commission’s Decision** – At paragraph 11 of the ISP Remand Order, the FCC defines an Internet Service Provider as a subset of enhanced service providers. The FCC notes that ISPs may utilize LEC services to provide their customers with access to the Internet. As noted in Issue 14, the FCC determined that information access traffic flows to

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<sup>5</sup> Kohly Direct 31-32 and Rebuttal.

<sup>6</sup> Simshaw 5-35, 39-42.

or from the Internet Service Provider. Therefore, Socket's language is most consistent with the FCC's definition.

**Issue 16 – How should the parties' interconnection agreement define "IntraLATA Toll Traffic"?**

**Petitioner (Socket)** – Socket argues that its definition is consistent with Missouri statutes, FCC and Missouri PSC rules.<sup>7</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket's proposed definition does not adequately reflect the existing industry marketplace and is operationally problematic.<sup>8</sup>

**Commission's Decision** – An intraLATA toll call is one that stays within LATA boundaries but that is "between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service."<sup>9</sup> Socket's definition most closely reflects the intent of this definition.

**Issue 34 – Which party's definition for Dedicated Transport is appropriate?**

**Petitioner (Socket)** – Socket argues that its definition includes dedicated transport between a CenturyTel end office and a Spectra end office because these two entities are fully integrated, managed jointly, operating under the same name and in the same LATA.<sup>10</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket's proposed definition is inconsistent with federal law and the FCC's Triennial Review Remand Order.

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<sup>7</sup> Kohly Direct 32-34 and Rebuttal.

<sup>8</sup> Simshaw Direct 43 and Rebuttal.

<sup>9</sup> 47 U.S.C. §153 (48).

<sup>10</sup> Kohly Direct 34-37 and Rebuttal.

**Commission's Decision** – In its triennial review order at paragraph 366, the FCC states:

We find that a more reasonable and narrowly-tailored definition of the dedicated transport network element includes only those transmission facilities within an incumbent LEC's transport network, that is, the transmission facilities between incumbent LEC switches.

Specifically, 47 C.F.R. 51.309(e), when defining dedicated transport, discusses "one" of an ILEC's wire centers and "another of the" ILEC's wire centers or switches. Socket's inclusion of Spectra Communications Group LLC d/b/a CenturyTel's network does not comply with the definition of dedicated transport since Spectra's network is not within CenturyTel's network.

The Commission has expressed its dismay on several occasions that CenturyTel operates as one company when it is to its advantage, but operates as two entities, CenturyTel of Missouri, Inc. and Spectra, when that is more advantageous. Despite this concern, CenturyTel of Missouri, Inc. and Spectra are certificated as two separate entities providing service in Missouri. The Commission recognizes that the FCC rules appear to talk about single ILECs at times and multiple ILECs at other times.<sup>11</sup> "An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to dedicated transport on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part, as set forth in paragraphs (e) through (e)(4) of this section. A route is a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LEC's wire centers or switches."<sup>12</sup>

The Commission affirms the Arbitrator's Report on this issue

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<sup>11</sup> See definition of "dedicated transport" at 47 CFR 51.319.

<sup>12</sup> 47 CFR 51.319(e)

### **Article III – General Provisions**

#### **Issue 2 – Should Socket’s payment due date be 45 calendar days or 20 business days from the date of the bill?**

**Petitioner (Socket)** – Socket argues that it needs a reasonable amount of time to review the bills because they are much more lengthy and complicated than retail phone bills and that a 45-day due date would accommodate that necessity.<sup>13</sup>

**Respondent (CenturyTel)** – CenturyTel argues that its system is configured on a 30 calendar-day and that this is comparable to 20 business days. Further, that it would have to expend considerable expense to reconfigure its system and that a due date that is 20 business days from the billing date is enough time for Socket to review the bill.<sup>14</sup>

**Commission’s Decision** – The references to the rules in the Arbitration Report are appropriate because they clarify that, under existing rules, a “customer’s” obligation to pay a bill arises not from the date the bill is generated, or the bill date, but the date the bill readily available for the customer to review. Socket should not lose review time because CenturyTel has implemented a process that takes 4-5 days from the bill date for its internal quality assurance review. The Commission acknowledges that CenturyTel may incur costly modifications if it were to adjust its billing system to the “31 days” as determined in the Arbitrator’s Report. Therefore, the Commission finds that Socket’s due date shall be 20 business days from the rendition of the bill. As noted in the Arbitrator’s Report, “rendition of the bill is defined as the date a bill is mailed, posted electronically or otherwise sent to a customer.” If CenturyTel finds it necessary to apply a quality assurance review of the bills, it shall do so prior to starting the clock on Socket’s due date.

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<sup>13</sup> Kohly 37-41.

<sup>14</sup> P. Hankins Direct 11-16.



**Issue 6 – How should changes in CenturyTel’s standard practices be communicated to Socket?**

**Petitioner (Socket)** – Socket argues that its language envisions a greater level of cooperation between the parties in effecting changes and that CenturyTel’s proposal to provide the name of a person that Socket can contact is insufficient.<sup>15</sup>

**Respondent (CenturyTel)** – CenturyTel argues that, in light of Socket’s concerns of having to continuously monitor CenturyTel website for changes, CenturyTel has offered e-mail notifications as a reasonable solution.<sup>16</sup>

**Commission’s Decision** – The parties have agreed to the majority of the terms to govern changes in standard practices, with the most recent settlement being CenturyTel’s willingness to provide e-mail notification. The Commission rules that Socket’s language is preferable where notification will be by e-mail to designated Socket contacts and that CenturyTel will designate a qualified person for Socket to contact to provide clarification of the scope and timeline for the change. However, the Commission will not rule that either party may request the assignment of project team resources for implementation of the change. Socket’s language allows Socket to reserve the right to request that a change be delayed where there is an adverse business impact on Socket, with escalation through the dispute resolution process. Socket has rights dealing with qualified persons for contact with CenturyTel concerning changes and has options should the change adversely affect Socket without a party establishing project team resources.

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<sup>15</sup> Kohly Direct 41-44.

<sup>16</sup> P. Hankins Direct, 5-11 and Rebuttal.

## **Article V – Interconnection and Transport and Termination of Traffic**

**NOTE:** With regard to Issues 7 and 10 of this Article, CenturyTel asks the Commission to review the Arbitrator's Report and address inconsistencies related to reciprocal compensation determinations. The Commission has reviewed the few references noted by CenturyTel in its comments and at the oral argument and finds the Arbitrator's Report consistent with the ISP Remand Order.

The US Court of Appeals for the First Circuit recently stated, "The district court correctly noted that it was "unclear" whether the ISP Remand Order preempted state commissions from imposing access charges on all ISP-bound traffic." The Court noted that the FCC's brief in the appellate case stated, "The brief states that "[t]he ISP Remand Order does not provide a clear answer to [the] question" of whether the order "was intended to preempt states from establishing" a requirement of intercarrier compensation for interexchange VNXX ISP-bound calls. It notes that "[i]n some respects, the ISP Remand Order appears to address all calls placed to ISPs" but also that "the administrative history that led up to the ISP Remand Order indicates that in addressing compensation, the Commission was focused on calls between dial-up users and ISPs in a single local calling area." Thus it concludes that the ISP Remand Order "can be read to support the interpretation set forth by either party in this dispute."

Thus, despite CenturyTel's claims that the ISP Remand Order is clear, the Court, and even the FCC itself, state the Order is not clear. Therefore, the Commission finds bill and keep will apply to virtual NXX traffic. Without more specific references from CenturyTel as to other areas it finds inconsistent, the Commission affirms the Arbitrator's Report.

**Issue 5(A) – What methods and procedures should be included in the interconnection agreement to ensure interconnection arrangements are established and augmented efficiently?**

**The Commission notes** that the issue statement is too broad to rule on either party's position and necessarily will address each Section of the interconnection agreement language, as proposed by the parties, in ruling on these issues.

**Petitioner (Socket)** – Socket proposes the following language: Upon request from Socket to establish an interconnection arrangement or augment an existing interconnection arrangement. Each Party shall designate a qualified person who will oversee the establishment of the requested interconnection. This person shall serve as a project coordinator and shall be knowledgeable of the processes and procedures for establishing interconnection including, but not limited to establishing the architecture, interconnection method, hand-off level, facility availability.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: Upon request from Socket to establish an interconnection arrangement or augment an existing interconnection arrangement, Socket may invoke the provisions of Article III, Section 7 whereby the parties will ensure that current contact and escalation information is exchanged for all functions and processes involved in implementation of interconnection.

**Commission's Decision** – Section 2.1 – Either party should be able to assign a project coordinator, but no party should be required to assign a project coordinator or team as a general practice. The Commission finds CenturyTel's language acceptable on this issue. However, CenturyTel is expected to have someone knowledgeable and qualified to assist Socket in addressing issues and questions.

**Section 2.2** – No disputed language.

### Section 2.3

**Petitioner (Socket)** – Socket proposes the following language: 2.3 Upon Request, CenturyTel shall provide to Socket technical information about CenturyTel's network facilities in sufficient detail to allow Socket to achieve interconnection.

**Respondent (CenturyTel)** – CenturyTel proposed the following language: 2.3 Upon Request, CenturyTel shall provide to Socket non-proprietary technical information about CenturyTel's network facilities that is specific to Socket's provided and specific physical requirements for interconnection with Socket's network. Trunk group size shall be mutually agreed upon, based on traffic studies and availability of facilities. Socket shall compensate CenturyTel for the provision of this information through the non-recurring charge for the interconnection trunks ordered or through an Engineering Charge if Socket subsequently decides not to follow through with the interconnection method requested.

**Commission's Decision** – Section 2.3 – According to 47 C.F.R. 51.305(g), an ILEC shall provide to a requesting telecommunications carrier technical information about the ILEC's network facilities sufficient to allow the requesting carrier to achieve interconnection consistent with the requirements of Section 51. Socket's language is most consistent with the intent of Section 51.305(g). To make the provision fully consistent, the Commission finds Socket's language should be modified to state; "... to achieve interconnection consistent with 47 C.F.R. 51.305".

### Section 2.4

**Petitioner (Socket)** – Socket proposes the following language: 2.4 In the event that CenturyTel asserts that it does not have the capacity to support an Interconnection Arrangement requested by Socket, CenturyTel shall provide a detailed explanation of the

reason such capacity does not exist, identify any capacity that CenturyTel is reserving for its own use, and submit a construction plan for setting forth the timeline for adding the additional capacity. CenturyTel shall submit this plan to Socket and to the Manager of the Telecommunications Department of the Missouri Public Service Commission.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 2.4 In the event that CenturyTel does not have the capacity to support an Interconnection Arrangement requested by Socket, CenturyTel shall provide a detailed explanation of the reason such capacity does not exist. Should Socket wish CenturyTel to construct capacity to meet Socket's needs, CenturyTel and Socket shall work together to establish a construction plan and Socket shall bear all costs associated with engineering and constructing such capacity.

**Commission's Decision** – Section 2.4 – Because it states that the parties shall work together to construct capacity to meet Socket's needs, the Commission finds that CenturyTel's language is acceptable. An interconnection agreement should not place requirements on the Public Service Commission or its Staff. Further, Socket's additional language goes beyond what is expected of an ILEC.

#### Section 2.5

**Petitioner (Socket)** – Socket proposes the following language: 2.5 CenturyTel shall not delay processing and fulfilling or refuse to process and fulfill Socket's requests for additional interconnection facilities or capacity because CenturyTel believes Socket does not need the additional interconnection capacity.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 2.5 In the event that Socket is under utilizing its existing trunks and requests an augment, a joint

meeting shall be held to discuss a resolution to Socket's request. Provided that Socket agrees to bear all costs associated with engineering and constructing requested excess capacity, CenturyTel shall not delay processing and fulfilling or refuse to process and fulfill Socket's requests for additional interconnection facilities or capacity because CenturyTel believes Socket does not need the additional interconnection capacity.

**Commission's Decision** – Section 2.5 – According to 47 C.F.R. 51.305, an ILEC has the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network. An ILEC that denies a request for interconnection must prove to the state commission that interconnection is not technically feasible. The Commission finds that Socket's language is most consistent with the intent of the Section 51.305.

Section 2.5.1 and 2.5.2 – Because of the Commission's ruling on language in Section 2.5, this additional language is not needed.

Section 2.6.1 – There is no disputed language.

**Issue 7 – Which party's contract language should be adopted regarding network interconnection provisions, including but not limited to, point of interconnection requirements, methods of interconnection, and use of the third party facilities?**

**The Commission notes** that since each section title is addressing a different issue, both titles are acceptable. However, the parties will need to work to properly structure the numbering of sections.

Section 3.2

**Petitioner (Socket)** – Socket proposes the following language: 3.2 Socket may utilize facilities of third parties to satisfy all requirements herein, and CenturyTel shall, if requested by Socket, route Local Interconnection Traffic that is dialed to Socket's

customers to Points of Interconnection of another provider for transiting to Socket, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that Socket does not have trunking of its own to the same local calling areas. CenturyTel also shall, if requested by Socket, and if Socket's circuits are busy, route overflow traffic to a third-party provider's Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. CenturyTel shall accept Socket's traffic routed by way of a third party's Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that Socket's traffic complies with the requirements herein.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 3.2 The Parties shall reciprocally terminate Local Traffic, (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any reasonably anticipated material change in traffic to be exchanged, in terms of e.g., traffic type, volume. Socket may utilize facilities of third parties to satisfy all requirements herein; however, any third party provider must meet the same interconnection trunk obligations under this agreement as must Socket in order for CenturyTel to route traffic bound for Socket to a third party provider.

**Commission's Decision** – Section 3.2 – Neither party's language is reasonable or necessary. Socket's intent is addressed in the transiting section of this Article. Socket's language would require CenturyTel to route traffic to a transiting provider when circuits are busy. The Commission is not aware of any such requirement and will not order CenturyTel

to monitor traffic in this manner. CenturyTel's language includes a reference to "or other traffic the Parties agree to exchange". Either the traffic should be included in this agreement or it is covered by some other means such as a tariff. Further, CenturyTel's language includes the requirement to notify parties of any reasonably anticipated change in traffic. This concept is covered during the forecasting planning language. Beyond that, the language could require parties to disclose confidential business planning information.

#### Section 4.0

**Petitioner (Socket)** – Socket proposes the following: 4.0 REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION.

**Respondent (CenturyTel)** – CenturyTel proposes the following: 4.0 Direct Network Interconnection.

**Commission's Decision** – Section 4.0 – This section largely deals with the establishment of Points of Interconnection; therefore, Socket's language is acceptable.

#### Section 4.1

**Petitioner (Socket)** – Socket proposes the following language: 4.1 When direct interconnection is used, the Parties will interconnect their network facilities at a minimum of one Socket designated Point of Interconnection (POI) on CenturyTel's network in each LATA where Socket Offers Service.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 4.1 Direct Network Interconnection Architecture. In accordance with but only to the extent required by Applicable Law in Section 251 as codified in Part 51, the Parties shall provide interconnection of their networks at any technically feasible point and as specified in this Agreement. Socket may interconnect with CenturyTel on its network at any of the minimum



Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis and must be mutually agreed upon. CenturyTel will work with Socket in all circumstances to install Interconnection Points within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

**Commission's Decision** – Section 4.1 – For purposes of clarifying the record in this case, the Commission finds it necessary to clarify its decision on this same issue in Case No. TO-2005-0336. Although the Commission supported Charter's proposed language, the Commission generally found that SBC may require an additional POI within the LATA if SBC can show that it is technically infeasible to keep using the POI or POIs already in place. Neither the Arbitrator's Report, nor the Commission's order, established a specific issue. Having made that clarification, the Commission agrees with the Arbitrator that, for sections related to the establishment of the POI, neither party's position is reasonable. Commission rule 4 CSR 240-36.040(5) (E) allows the arbitrator discretion to take steps designed to result in an arbitrated agreement that satisfies the requirements of section 252(c) of the Act. Based on the parties' comments on the Arbitrator's resolution of this issue, the Commission finds that the criteria for establishing an additional POI within a LATA need to be reconsidered and refined.

The Commission finds that a "one size fits all" approach is not appropriate because CenturyTel's exchanges range from less than 100 access lines to over 50,000 access lines. Therefore, the Arbitrator's solution, creating a methodology that varies with the size of the exchange is appropriate. In an effort to make that methodology more manageable, however, the Commission orders the following methodology to determine the necessity for

another POI within a LATA. This methodology applies unless CenturyTel makes a showing that it is technically infeasible to maintain an existing POI based on specific circumstances.

Methodology for establishing an additional POI:

1. For each exchange in which there are 1,000 or less CenturyTel access lines, a POI will be established in that exchange when access lines directly attributable to Socket increase to a DS1 or 24-channel threshold.
2. For each exchange in which there are more than 1,000 CenturyTel access lines, the parties will apply a threshold of 2.4 percent per 1,000 access lines. In other words, if an exchange has 2,412 access lines, a new POI will be established when Socket's access lines reach the level of approximately 2.4 DS1s.
3. These thresholds apply to access lines attributable to Socket.
4. If the parties have a dispute as to the number of CenturyTel access lines in an exchange, the Commission Staff will assist in this dispute. If a dispute continues regarding the number of CenturyTel access lines in an exchange, either party can file seeking resolution from the Commission without following the normal dispute resolution process in the interconnection agreement.

Sections 4.1.1 and 4.2 are addressed in Section 4.1.

#### Section 4.3

**Petitioner (Socket)** – Socket proposes the following language: 4.3 The Parties agree that Socket has the right to choose a single POI or multiple POIs within the LATA.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 4.3 The Parties shall make available to each other one-way or two-way trunks, as mutually agreed upon, for the reciprocal exchange of Local Traffic.

**Commission's Decision** – Section 4.3 – Commission rule 4 CSR 240-29.050 outlines the requirements for establishing trunking. CenturyTel's language is not consistent with this provision of the Commission's Enhanced Records Exchange Rule.

Sections 4.3.1, 4.3.1.1 and 4.3.1.2 are addressed in Section 4.1.

#### Section 4.4

**Petitioner (Socket)** – Socket proposes the following language: 4.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 4.4 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Information Access Traffic.

**Commission's Decision** – Section 4.4 – Socket's language has already been addressed in the decision under Section 4.1. CenturyTel's language addresses trunking, not POIs and will be addressed here. Section 51.305(f) requires an ILEC, if technically feasible, to provide two-way trunking upon request. CenturyTel's language is not consistent with this requirement.

#### Section 4.5

**Petitioner (Socket)** – Socket proposes the following language: 4.5 POIs shall be established at any technically feasible point inside the geographical areas in which CenturyTel is the franchised Incumbent LEC and on CenturyTel's' network, including CenturyTel tandem offices, end offices as well as entrance facilities and outside plant, including a customer premise.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 4.5 [Not in Dispute] Socket will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.

**Commission's Decision** – Section 4.5 – Socket's language has already been addressed in the decision related to Section 4.1. CenturyTel's language is not in dispute.

Section 4.6 and 4.7 are addressed in Section 4.1.

Section 5.0

**Petitioner (Socket)** – Socket proposes the following language: 5.0 Socket and CenturyTel will enter into a bill and keep arrangement for SS7 traffic provided that all SS7 traffic provisioned over the arrangement is associated with local interconnection traffic and that Socket has deployed a similarly situated SS7 network. In the event that Socket chooses to act as its own SS7 service provider, the parties will effectuate a Bill and Keep arrangement and shall share the cost of the SS7 quad links in each LATA between their STPs; provided, however, that said Bill and Keep arrangement and use of SS7 quad links apply only to Socket Local Interconnection Traffic and not to calls that are subject to traditional access compensation as found between a long distance carrier and a local exchange carrier, including Socket acting as a long distance carrier.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 5.0 New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. CenturyTel does not understand Socket's intent so acceptance or any possible compromise language cannot yet be determined.

**Commission's Decision** – Section 5.0 – CenturyTel's language does not make sense since Socket's language was included in the Final Offer DPL. Socket's language was not addressed in testimony. Therefore, the Commission cannot rule on this language.

## Section 6.0

**Petitioner (Socket)** – Socket proposes the following language:

6.0 INTERCONNECTION METHODS.

**Respondent (CenturyTel)** – CenturyTel proposes the following language:

6. X New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. See CenturyTel section 4.1

**Commission's Decision** – Section 6.0 – CenturyTel's language does not make sense since Socket's language was included in the Final Offer DPL. Socket's language outlines the various methods allowed for interconnection in Section 51.321. As previously stated, an ILEC has the duty to provide interconnection at any technically feasible point unless it proves to the state commission that interconnection at that point is not technically feasible. CenturyTel has not proven to the Commission that Socket's language is not technically feasible. The Commission finds Socket's language acceptable.

Sections 6.1 – 6.1.6 are addressed in Section 6.

Section 6.2 and 6.2.1 – In Issue 6, Socket objects to cross-referencing another Article so the Commission finds that cross-references will not be allowed here.

Section 11.6 – 11.6.2 – The Commission has addressed calling scopes in other issues and with other language. This language is unnecessary and duplicative.

**Issue 8 – Which party's language should be adopted regarding indirect interconnection?**

**The Commission notes** that this issue statement is too broad to rule on either party's position generically. The Commission necessarily will address each Section of the Interconnection Agreement language in ruling on this issue.

Section 7.0 – There is no disputed language in this section.

Section 7.1

**Petitioner (Socket)** – Socket proposes the following language: 7.1 Where one party chooses to route traffic through a third-Party Transit provider, the third party must have a POI with the originating and terminating carrier in the same LATA as the originating and terminating Parties' Local Routing Numbers ("LRN") as defined in the LERG. Each Party must have connection to the third Party.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 7.1 Where Parties agree to route traffic through a third-Party Transit provider, the third party tandem switch must be in the same LATA as the originating and terminating Parties' Local Routing Numbers ("LRN") as defined in the LERG. Each Party must have connection to the third Party tandem.

**Commission's Decision** – Section 7.1 – Section 251(a)(1) requires each telecommunications carrier to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. Socket's language, which allows a party to choose indirect interconnection, is most consistent with this requirement.

Section 7.2

**Petitioner (Socket)** – Socket proposed no language for this section.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 7.2 Indirect Network Connection is intended to handle de minimus mutual Local Traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection.

**Commission's Decision** – Section 7.2 – Section 251(a)(1) requires each telecommunications carrier to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. In the M2A, the Commission found, "A CLEC may choose to indirectly interconnect with SBC Missouri by using the facilities of another carrier. Such indirect interconnection does not release the CLEC from any of the obligations to which it is held under the agreement." CenturyTel's language attempts to place conditions on Socket's choice of indirect interconnection that are not conducive to Section 251(a)(1) and this Commission's previous interpretation of that section.

#### Section 7.3

**Petitioner (Socket)** – Socket did not provide any language for this section.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 7.3 To the extent that the Parties have utilized any Indirect Network Connection for exchange of Local Traffic, they agree to convert such connection to a direct connection when 1) traffic volumes over such connection reach a DS-1 equivalent, or 2) either Party is being charged more than \$500 monthly in transiting charges.

**Commission's Decision** – Section 7.3 – Language for this section has already addressed in response to CenturyTel's language at 7.2.

#### Section 7.4

**Petitioner (Socket)** – Socket did not provide any language for this section

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 7.4 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.4.5.

**Commission's Decision** – Section 7.4 – Language for this section has already addressed in response to CenturyTel's language at 7.2.

**Issue 9** – **Should interconnection facilities compensation be based on each party taking responsibility for bringing its facilities to the point of interconnection?**

**The Commission notes** that the issue statement is too broad to rule on either party's position and necessarily will address each Section of the interconnection agreement language in ruling on these issues.

Section 8.1 – No disputed language.

Section 8.2

**Petitioner (Socket)** – Socket proposed no language for this section.

**Respondent (CenturyTel)** – CenturyTel proposes the following language:  
8.2 When the POI is a Collocation, Article XVI terms will apply in addition to the terms of this Article.

**Commission's Decision** – Section 8.2 – In Issue 8 – CenturyTel objects to cross-referencing another Article so the Commission finds that cross-references will not be allowed here.

Section 8.3

**Petitioner (Socket)** – Socket provided no language for this section.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 8.3 To the extent that the interconnection facility is used for both local traffic as defined in Article II and for non-local traffic, non-local traffic shall be billed in accordance with the party's applicable access tariff.



**Commission's Decision** – Section 8.3 – CenturyTel's language references non-local traffic not subject to an interconnection agreement so this reference and language is not necessary.

**Issue 10** – **What language should the interconnection agreement include regarding intercarrier compensation for transport and termination of traffic?**

**Petitioner (Socket)** – Socket proposes the following title: 9.0 INTERCARRIER COMPENSATION FOR LOCAL INTERCONNECTION TRAFFIC.

**Respondent (CenturyTel)** – CenturyTel proposes the following title: 9.0 Transport and Termination of Traffic.

**The Commission notes** that this issue statement is too broad to rule on either party's position. The Commission necessarily will address each Section of the Interconnection Agreement language in ruling on this issue. The Commission finds that both titles accurately reflect the intent of this section. As such, this section should be titled: Intercarrier Compensation for Transport and Termination of Traffic subject to this Interconnection Agreement. The parties are directed to correct numbering to accommodate the Commission's decision on Issue 10.

**Section 9.1**

**Petitioner (Socket)** – Socket proposes the following language: 9.1 This section addresses Intercarrier Compensation for the exchange of Local Interconnection Traffic.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 9.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local Traffic including MCA traffic, (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability

between their networks. In addition, the Parties will notify each other of any reasonably anticipated material change in traffic to be exchanged, in terms of e.g., traffic type, volume.

**Commission's Decision** – Section 9.1 – Neither party's language is reasonable or necessary. Socket's intent is covered by Section 9.0. CenturyTel's language includes the language; "or other traffic the Parties agree to exchange". Either the traffic should be included in this agreement or it is covered by some other means such as a tariff. Further, CenturyTel's language includes the requirement to notify parties of any reasonably anticipated change in traffic. This concept is covered during the forecasting planning language. Beyond that, the language could require parties to disclose confidential business planning information.

#### Section 9.2

**Petitioner (Socket)** – Socket proposes the following language: 9.2 MCA Traffic is traffic originated by a party providing a local calling scope pursuant to the Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and routed as a local traffic based on the calling scope of the originating party pursuant to the MCA Orders.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 9.2 Compensation For Exchange of Local Traffic.

**Commission's Decision** – Section 9.2 – Socket's language is the same as CenturyTel's language for MCA Traffic which appears as 9.2.XX FX Traffic (CenturyTel proposes inserting the following in Article II-Definitions). There does not appear to be a dispute on this language. CenturyTel's intent is addressed in Section 9.0 and is not needed at this time. Parties are directed to correct the numbering to address the Commission's ruling on Issue 10.

### Section 9.2.1

**Petitioner (Socket)** – Socket proposes the following language: 9.2.1 Compensation for MCA Traffic will be consistent with the Commission's decisions in Case No. TO-92-306 and Case No. TO-99-483.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 9.2.1 Local Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. The Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

**Commission's Decision** – Section 9.2.1 – The Commission finds Socket's language acceptable. CenturyTel's language is not acceptable since it does not appear the "local mutual compensation" is defined by the agreement, the language references a Section that cannot be found in the Article (Section 3.2.2); "state exempt factor" does not appear to be defined and contains references to non-local traffic that should not be in an interconnection agreement.

### Section 9.2.2

**Petitioner (Socket)** – Socket proposes the following language: 9.2.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other party the ability to make the necessary

network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 9.2.2 Bill and Keep. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.

**Commission's Decision** – Section 9.2.2 – The Commission does not find it necessary to include Socket's language, but the section is factually correct so no harm is created by its inclusion. CenturyTel's language addresses bill and keep generally, which corresponds more closely with Socket's language at Sections 9.4.1 and 9.4.2. The Commission cannot make a ruling on CenturyTel's language since it refers to a compensation arrangement contained in Appendix A which does not appear to be in the record.

#### Section 9.2.3

**Petitioner (Socket)** – Socket proposed no language on the section.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 9.2.3 VNXX Traffic. If Socket assigns NPA/NXXs to a customer physically located outside of the CenturyTel Local Calling Area containing the rate center with which the NPA/NXX is

associated, traffic originating from CenturyTel customers within that CenturyTel Local Calling Area to Socket customer physically located outside of the CenturyTel Local Calling Area, shall not be deemed Local Traffic but shall be at bill and keep (provided that Socket agreed to maintain the terms of the recent addendum agreement between CenturyTel and Socket whereby Socket agreed to place a POI at every CenturyTel end office and where all ISP-bound traffic is at bill and keep. Should Socket not agree to abide by its recent addendum terms, CenturyTel reserves the right to revert to its advocacy position on this issue which is that access charges do apply to all ISP-bound traffic that terminates to a physical ISP location outside of the local calling area.)

**Commission's Decision** – Section 9.2.3 – The Commission finds that CenturyTel's language is consistent with the ISP Remand Order and there is nothing prohibiting a bill and keep arrangement in that order. The language in the parenthetical is not consistent with the Commission's finding on the establishment of the POI and shall be eliminated.

Section 9.2.X and Section 9.2.XX – There is no disputed language.

### Section 9.3

**Petitioner (Socket)** – Socket proposes the following language: 9.3 Non-MCA Traffic is all Section 251(b) (5) Traffic, ISP Traffic, Foreign Exchange Traffic including VNXX Traffic, and Transit Traffic that is not defined as MCA Traffic.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission's Decision** – Section 9.3 – MCA traffic is specifically defined through the references to Case No. TO-92-306 and Case No. TO-99-483. By default all other traffic is "non-MCA" traffic. Socket's language is not necessary.

#### Section 9.4

**Petitioner (Socket)** – Socket proposes the following language: 9.4 Compensation for Non-MCA Section 251(b)(5) Traffic, Non-MCA ISP Traffic and Non-MCA Foreign Exchange Traffic including VNXX Traffic.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission’s Decision** – Section 9.4 – This language is not necessary based on the decisions in Sections 9.4.1 and 9.4.2.

#### Section 9.4.1

**Petitioner (Socket)** – Socket proposes the following language: 9.4.1 All non-MCA Traffic, including Non-MCA Section 251(b)(5) Traffic, Non-MCA ISP Traffic, Non-MCA Foreign Exchange Traffic including VNXX Traffic shall be exchanged on a Bill and Keep basis.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission’s Decision** – Section 9.4.1 – CenturyTel’s language at Section 9.2.3, addressing the appropriate application of bill and keep, is appropriate. Other traffic included in this section has been deemed non-local traffic through other determinations.

#### Section 9.4.2

**Petitioner (Socket)** – Socket proposes the following language: 9.4.2 “Bill and Keep” refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party’s network.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission’s Decision** – Section 9.4.2 – 47 C.F.R. 51.713 defines bill-and-keep arrangements as those in which neither of the two interconnecting carriers charges the

other for the termination of telecommunications traffic that originates on the other carrier's network. Socket's language, with the removal of the reference to terminating FX traffic, is acceptable and consistent with this definition.

#### Section 9.5

**Petitioner (Socket)** – Socket proposes the following language: 9.5 The Parties may mutually agree to another compensation arrangement. In the event the Parties do mutually agree to another Intercarrier Compensation arrangement, the Parties will make the necessary amendment to the Interconnection Agreement to include that arrangement in the Agreement.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission's Decision** – Section 9.5 – This is a requirement of 4 CSR 240-3.513 and unnecessary for inclusion in this agreement.

#### Section 9.6

**Petitioner (Socket)** – Socket proposes the following language: 9.6 Compensation for Termination of Non-PIC'd IntraLATA Interexchange Toll Traffic.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission's Decision** – Section 9.6 – Socket's language references non-local traffic not subject to an interconnection agreement, so this reference and language is not necessary.

#### Section 9.6.1

**Petitioner (Socket)** – Socket proposes the following language: 9.6.1 IntraLATA Interexchange Traffic that is carried on jointly provided LEC-to-LEC network is considered

as IntraLATA Toll Traffic and is subject to tariffed access charges. Billing arrangements are outlined in Section 10 – Recording and Billing of this Article.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission’s Decision** - Section 9.6.1 – Socket’s language references non-local traffic not subject to an interconnection agreement, so this reference and language is not necessary.

#### Section 9.6.2

**Petitioner (Socket)** – Socket proposes the following language: 9.6.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including Carrier Common Line (CCL) charge, as set forth in each Party’s intrastate access tariff(s).

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission’s Decision** – Section 9.6.2 – Socket’s language references non-local traffic not subject to an interconnection agreement, so this reference and language is not necessary.

#### Section 9.6.3

**Petitioner (Socket)** – Socket proposes the following language: 9.6.3 For interstate IntraLATA service compensation for terminating of Intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party’s interstate access service tariffs or interstate price sheet.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.



**Commission's Decision** – Section 9.6.3 – Socket's language references non-local traffic not subject to an interconnection agreement, so this reference and language is not necessary.

**Issue 11 – What are the appropriate rates, terms and conditions for compensation for transit traffic?**

**Petitioner (Socket)** – Socket proposes the following language: 10.0 TRANSIT TRAFFIC.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 10.0 The Parties will provide Tandem Switching for Local Traffic between the Parties' end offices subtending each other's access Tandem, as [in the following subsections].

**Commission's Decision** – Section 10.0 (and the proceeding subsections) – The Missouri Public Service Commission has already decided that transiting is a §251 obligation. In the Final Arbitrator's Report in Case No. TO-2005-0336, the Commission ruled that transiting is a §251 obligation quoting its Chariton Valley Order where the Commission determined that "transit service falls within the definition of interconnection service . . . [b]ecause the transit agreement is an interconnection service, it must be filed with the Commission for approval." The Commission concludes that the Act, at §251(c)(2) and at §251(a)(1) obligates CenturyTel to receive transit traffic from Socket. Because transit traffic is an obligation imposed on CenturyTel pursuant to §§251(c)(2) and (3) of the Act, the applicable pricing standard is TELRIC. This allows Socket to effect an indirect interconnection with other carriers, which is expressly authorized by §251(a)(1) of the Act.

**Issue 12 – Should the parties agree to trunking, forecasting, availability of facilities, and requirements prior to exchanging traffic?**

**Section 11.0** – No disputed language in this section.

### Section 11.1

**Petitioner (Socket)** – Socket proposes the following language: 11.1 Trunking Requirements: The interconnection of Socket and CenturyTel networks shall be designed to promote network efficiency. CenturyTel will not impose any restrictions on Socket that are not imposed on its own traffic with respect to trunking and routing options afforded to Socket. In accordance with Article III, it will be necessary for the Parties to have met and discussed trunking, forecasting, availability and requirements in order for the Parties to begin exchange of traffic.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 11.1 Trunking Requirements: In accordance with Article III, it will be necessary for the Parties to have met and agreed on trunking, forecasting, availability and requirements in order for the Parties to begin exchange of traffic.

**Commission's Decision** – Section 11.1 – 47 CFR 51.305(a)(3) requires CenturyTel to provide interconnection at a level of quality that is equal to that which the ILEC provides itself, a subsidiary, an affiliate, or any other party. Socket's language is consistent with this requirement.

### **Issue 13 – Where available, should there be a preference for two-way trunks?**

#### Section 11.1.1

**Petitioner (Socket)** – Socket proposes the following language: 11.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. Where available, the Parties will use two-way trunks for delivery of Local Interconnection Traffic, or either Party may elect to provision its

own one-way trunks for delivery of Local Interconnection Traffic to the other Party. If a Party elects to provision its own one-way trunks, when two-way trunking is available, that Party will be responsible for its own expenses associated with the trunks. If two-way trunking is not available, the Parties shall use one-way trunking for the exchange of Local Interconnection Traffic and each Party will be responsible for its own expenses associated with its own one-way trunks.

**Respondent (CenturyTel)** – CenturyTel proposes the following language:

11.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic, or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

**Commission's Decision** – 47 CFR 51.305(f) requires an ILEC, if technically feasible, to provide two-way trunking upon request. Socket's language is most consistent with this requirement.

**Issue 14 – Should the agreement contain definitive trunking requirements? If so, what trunking requirements should the agreement contain?**

**Section 11.1.2**

**Petitioner (Socket)** – Socket proposes the following language:

11.1.2 The parties shall establish trunk group as follows:

11.1.2.1 The Parties shall make available to each other two-way trunks (where available) for the reciprocal exchange of combined 251(b)(5) Traffic, ISP Traffic, Foreign Exchange Traffic, Transit Traffic, and non-PIC'd or non-equal access IntraLATA toll traffic. In the event two-way trunking is not available, each party will route combined 251(b)(5) Traffic, ISP Traffic, Foreign Exchange Traffic, Transit Traffic, and non-PIC'd or non-equal access IntraLATA toll traffic on one-way trunk groups.

11.1.2.1.1 Where Socket Offers Service for the exchange of Local Interconnection Traffic in an LCA that is not within an MCA, Socket shall establish dedicated trunking to each End-Office that is not a Remote End-Office in that LCA when forecasted or actual traffic volumes exceed 24 DS0s at peak.

11.1.2.1.2 Where Socket Offers Service for the exchange of Local Interconnection Traffic in an LCA that is within an MCA, Socket shall establish dedicated trunking to Local Tandem or to a single End-Office that is not a Remote End-Office within the MCA when forecasted or actual traffic volumes exceed 24 DS0s at peak.

11.1.2.1.3 Additional Dedicated Trunking may be established by mutual agreement of the Parties.

11.1.2.2 Meet Point Traffic will be transported between the CenturyTel Access Tandem Switch and Socket over a “meet point” trunk group separate from the Local Interconnection Trunk Groups. This trunk group will be established for the transmission

and routing of Exchange Access traffic (InterLATA and IntraLATA Toll Traffic routed via an IXC) between end users of one Party attempting to use an interexchange carriers connected to the other Party's Switch. If CenturyTel has more than one Access Tandem Switch within a Local Exchange Area, Socket may utilize a single "meet point" trunk group to one CenturyTel Access Tandem Switch within the Local Exchange Area in which Socket homes its NPA/NXXs. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple IXCs can be combined on this trunk group.

11.1.2.3 Separate Trunks will be utilized for connecting Socket's switch to the POI and ultimately to each 911/E911 tandem or selective router. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

**Respondent (CenturyTel)** – CenturyTel proposes the following language:  
11.1.2 Socket and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Socket and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from Socket to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs.

**Commission's Decision (Issue 14)** – According to 4 CSR 240-29.050, "At its discretion, a terminating carrier may elect to establish separate trunk groups for inter-exchange carrier (IXC) and Local Exchange Carrier-to-Local Exchange Carrier (LEC-to-LEC) traffic. Terminating tandem carriers shall work cooperatively with, and abide by requests of, terminating carriers to establish separate trunking arrangements for IXC and

LEC-to-LEC traffic occurring between a terminating tandem carrier and a terminating end office.” This Commission has already addressed issues related to separate trunking for IXC traffic and the requirements to establish two-way trunking in Case No. TO-2005-0336.

In that decision, the Commission found that “the Commission’s rules require originating and transiting carriers to deliver certain traffic over separate trunks. To the extent that the traffic is being terminated to SBC Missouri, SBC Missouri may dictate that it be delivered over separate trunk groups. Except as necessary to comply with the Commission’s rules, SBC Missouri may not limit the types of traffic that pass over interconnection facilities or require that traffic be routed or separated in a given way.” At Section V – Page 19, the Commission also found, “SBC Missouri may not require two-way trunking against the wishes of the CLEC. Also noted above, SBC Missouri may have the ability, pursuant to the Commission’s rules (ERE Rules) that become effective July 30, 2005, to require separate trunking for traffic that terminates to it.”

The Commission finds that the Arbitrator erred in selecting CenturyTel’s language on this issue. The Commission also finds that neither party’s language entirely complies with previous Commission decisions and Commission rules. The purposes of establishing separate trunk groups should be to allow for the proper identification and compensation of traffic and to prevent blocked calls. The parties are directed to incorporate language in the interconnection agreement that complies with the Commission’s previous determinations and rules and recognizes the purposes stated above.

**Issue 15 – Should the parties be required to mutually agree on one point of interconnection in each CenturyTel local calling area?**

**Petitioner (Socket)** – Socket proposed no language on this issue.

**Respondent (CenturyTel)** – CenturyTel proposes the following language:

11.1.3.1 As stated in 4.2, the Parties will mutually designate at least one POI on CenturyTel's network within each CenturyTel local calling area to which Socket exchanges 24 DS0s worth of traffic at peak over three consecutive months, for the routing of Local Traffic.

**Commission's Decision** – The parties should not be required to mutually agree on the establishment on one POI in each CenturyTel local calling area. CenturyTel's language is not consistent with the Commission's decision on establishing POIs.

**Issue 18 – Should CenturyTel's language regarding joint planning criteria that is already included in Article III be repeated in Article V.**

**Petitioner (Socket)** – Socket proposed no language on this issue.

**Respondent (CenturyTel)** – CenturyTel proposes the following language:

11.4 Joint Trunk Planning Criteria. In order to facilitate sound and economical network planning and provisioning, the Parties agree to work cooperatively to establish appropriate: (i) fill factors for trunks previously deployed for the Socket; (ii) compensation arrangements to reflect CenturyTel's and the Socket's proportionate use of the trunking; (iii) strand plant or special construction termination charge to Socket for not utilizing the ordered trunking; and (iv) to establish appropriate time frames to reflect whether the Socket ordered trunking is Currently Available.

**Commission's Decision** – CenturyTel's language should not be repeated in Article V. Consistent with the Commission's decision in Section 11.1 of this agreement, CenturyTel's language for planning and forecasting is not necessary and should not be included in the agreement.

**Issue 20 – Should this Article recognize that terminating carriers may rely on terminating records for billing the originating carrier?**

Section 12.3 – There is no disputed language.

Section 12.3.3

**Petitioner (Socket)** – Socket proposes the following language: 12.3.3 The terminating carrier will use the originating and terminating caller identification numbers or Automatic Number Identification as defined in 4 CSR 240-29.020(4) to determine the jurisdiction of the call.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission's Decision** – Section 12.3.3 – Socket states that this issue is not covered by the Commission's ERE rule, but the only language at issue specifically references the use of the ERE rule to determine the jurisdiction of the call. Since it appears Socket's concerns are addressed by the ERE rule, the Commission affirms the Arbitrator's decision.

**Issue 21 – Should service ordering, provisioning, and maintenance standards be included in the interconnection agreement?**

**Petitioner (Socket)** – Socket stated that its language, concerning these subjects, is addressed in the comprehensive OSS Article XIII and Article III.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 12.3 Service Ordering, Service Provisioning, and Billing. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance for non-access services shall be governed by the CenturyTel Service Guide. CenturyTel will provide Socket with advance notice of changes to CenturyTel's procedures as stated in the Service Guide and Socket has the right to raise a valid dispute under the terms of this



agreement if a change materially affects Socket's service. If there is any variation in the terms of this agreement and the terms in CenturyTel's Service Guide, the terms of this agreement shall prevail.

**Commission's Decision** – As much information as possible should be included in an interconnection agreement dictating the interactions and operations between parties. It is also reasonable for an ILEC to have guides or manuals to provide additional guidance to CLECs. CenturyTel's language is acceptable; however, CenturyTel is expected to provide clear and prompt notices of changes to its procedures consistent with the Commission's decision in Article XIII - OSS.

**Issue 24** – **In the event one carrier is unable to provide meet-point billing data, should that carrier be held liable for the amount of unbillable charges?**

**Petitioner (Socket)** – Socket proposes the following language: 1.3.1.8 If Meet-Point Billing Data is not processed and delivered by either CenturyTel or Socket within 30 days of the call date and, in turn, a Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of unbillable charges.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this issue.

**Commission's Decision** – The Commission agrees with the Arbitrator's decision that Socket's language is not necessary. However, the Commission makes this finding for a different reason than that stated in the Arbitrator's Report. Socket's language expects billing data to be submitted within 30 days of the date *of each call*. A live interface would be required to receive and transmit billing data within 30 days of each call. The Commission, in addressing Article XIII, has clarified that it will not order to provide real-time access to its systems and will not require "extensive system overhauls". Chapter 29 reference

billing cycles for other types of traffic and that type of methodology may be applied here if additional guidance is needed. The Commission affirms the Arbitrator's decision.

**Issue 26 – Should each party be required to pass calling party number (CPN) information to the other party?**

**Petitioner (Socket)** – Socket proposes the following language: 16.2 Each Party will transmit call detail information to the other for each call being transited to or terminated on the other's network in compliance with the provisions of the Missouri Enhanced Records Exchange Rule; 4 CSR 240, Chapter 29.

For traffic that is not covered by that rule, including but not limited to meet-point traffic, each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN"). Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: 16.2 Each Party will transmit call detail information to the other for each call being terminated on the other's network, including calls that transit to the other from third party

carriers, in compliance with the provisions of the Missouri Enhanced Records Exchange Rule; 4 CSR 240, Chapter 29, except that the obligation regarding transiting traffic is limited only to the unaltered transmission of call detail information as provided by the call originator.

For traffic that is not covered by that rule, each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN"). Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

**Commission's Decision** – Section 16.2 – The Commission finds Socket's language most acceptable. CenturyTel's language includes an exception to Chapter 29 of the Commission's rules that is not acceptable and is already addressed in "agreed-upon" language in the same section.

Section 16.3 – No disputed language.

**Issue 31 – Should Socket’s proposed language regarding the exchange of enhanced/information service traffic be included in the agreement?**

**Petitioner (Socket)** – Socket proposes the following language: 17.0 EXCHANGE AND COMPENSATION FOR IS TRAFFIC.

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission’s Decision** – Section 17.0 – Socket is correct that the Commission’s order in Case No. TO-2005-0336 reversed the Arbitrator’s decision on MCI RC Issue 15, specifically addressing traffic that “falls squarely within the ‘net-protocol change’ portion of the FCC’s multi-part enhanced service definition and is therefore appropriately charged at reciprocal compensation rates instead of switched access rates.” However, the language proposed by Socket in this issue is language contained in MCI RC 17 in that same case. On that issue, the Arbitrator’s decision determined that SBC’s language was most appropriate and the Commission did not reverse that decision. Therefore, the Commission finds that the Arbitrator’s Report is consistent with the previous Commission decision. The language should either be removed in its entirety or the exact MCI RC 15 language should be incorporated in this interconnection agreement.

**Section 17.1**

**Petitioner (Socket)** – Socket proposes the following language: 17.1 Notwithstanding any other provision of this Agreement, the Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol (“VOIP”) traffic and other enhanced services traffic (collectively, “IS Traffic”), in accordance with this section. IS Traffic is defined as traffic that undergoes a net protocol conversion, as defined by the FCC, between the calling and called parties, and/or traffic that features enhanced services

that provide customers a capability for generating, acquiring storing, transforming, processing, retrieving, utilizing, or making available information.

The Parties shall exchange IS Traffic over the same interconnection trunk groups used to exchange local traffic. In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage (“PEU”) factor on a statewide basis or as otherwise determined by Socket at sole discretion. The numerator of the PEU factor shall be the number of minutes of IS Traffic sent to the other Party for termination to such other Party’s customers. The denominator of the PEU factor shall be the total combined number of minutes of traffic, including IS Traffic, sent over the same trunks as IS Traffic. Either Party may audit the other Party’s PEU factors pursuant to the audit provisions of this Agreement.

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

**Respondent (CenturyTel)** – CenturyTel proposed no language on this section.

**Commission’s Decision** – This issue has been addressed in previous sections of this Article. Socket’s language will not be accepted by the Commission as it conflicts with these previous determinations and previously offered language.

**Issue 32** – How should the interconnection agreement define the term “Foreign Exchange”?

**Petitioner (Socket)** – Socket proposes the following language: 1.49 “Foreign Exchange (FX)” services are service offerings of local exchange carriers that are purchased

by customers, which allow such customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX CUSTOPAK with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both and Two-Way and Terminating Only).

**Respondent (CenturyTel)** – CenturyTel proposed no language on this issue.

**Commission's Decision** – The Arbitrator's decision on this issue is clarified such that the parties are ordered to incorporate Socket's language in the interconnection agreement.

**Issue 33 – How should the interconnection define “Local Interconnection Traffic”?**

**Petitioner (Socket)** – Socket proposes the following language: 1.75 “Local Interconnection Traffic” shall mean for purposes of this Article, (i) Section 251(b)(5) Traffic, (ii) ISP Traffic, (iii) Transit Traffic, (iv) FX traffic (v) non-PIC'd IntraLATA Toll Traffic.

**Respondent (CenturyTel)** – CenturyTel proposes the following language: “Local Interconnection Traffic” shall mean for purposes of this Article, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, and (iii) non-PIC'd IntraLATA Toll Traffic.

**Commission's Decision** – The Commission finds CenturyTel's definition of local interconnection traffic most consistent with the intent of the ISP Remand Order.

**Issue 34 – Which Party's definition of “Virtual NXX Traffic” is most appropriate?**

**Petitioner (Socket)** – Socket proposes the following language: 1.132 Virtual NXX Traffic (VNXX Traffic) – As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls to or from a retail customer that uses a telephone number with an NXX

Code (as set forth in the LERG) associated with a Rate Center that is different than the number and Rate Center the customer would received from a wireline carrier using the customer's residence or place of business.

**Respondent (CenturyTel)** – CenturyTel proposes the following language:  
1.132 Virtual NXX Traffic (VNXX Traffic) – As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Party's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

**Commission's Decision** – CenturyTel's language is most clear in defining Virtual NXX traffic.

## **Article VI – Resale**

**Issue 34** – What resale rates should be included in the interconnection agreement?

**Petitioner (Socket)** – Socket argues that it bases its wholesale discount in the instant interconnection agreement(s) on the wholesale discount in the previous AT&T/GTE interconnection agreement. Socket argues that CenturyTel committed to “enter into agreements which have the same rates, terms, and conditions as those agreements previously negotiated with GTE” when it purchased the GTE exchanges.<sup>17</sup>

**Respondent (CenturyTel)** – CenturyTel argues that it has produced a cost study for the wholesale discount ratio for Spectra and CenturyTel, producing a separate wholesale discount for each company. CenturyTel's witness Buchan argues this cost study is “[c]onsistent with CenturyTel's understanding of the method utilized by GTE and previously

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<sup>17</sup> Kohly Direct, p. 95, line 21 – p. 96, line 1.

approved by this Commission”.<sup>18</sup> Buchan’s study “utilized default avoidable cost ratios of 25% for product management and 90% for sales and product advertising expenses based on Alabama PSC Docket 25677.”<sup>19</sup> Buchan also states that “it is [his] understanding that GTE also utilized a ratio of 90% for sales and product advertising expenses in Missouri Case No. TO-97-63.”<sup>20</sup>

**Commission’s Decision** – The Commission recognizes that CenturyTel did not simply incorporate Alabama PSC-approved ratios, but used those ratios with respect to certain components of CenturyTel’s expenses. The Commission also recognizes that “the 10-year old Missouri ratio” is not applicable to CenturyTel of Missouri or Spectra Communications Group, but the costs of GTE. The Commission disagrees that CenturyTel’s avoided cost discounts were fully supported since the Commission finds those ratios contain errors as noted above. As the Arbitrator noted, the GTE ratio was previously approved by this Commission so the Arbitrator’s decision is affirmed.

## **Article VII – UNEs**

**Issue 13B** – With respect to orders to convert other services, e.g., special access, to UNEs and vice versa, if CenturyTel has not developed an automated ordering process, should electronic service order charges nonetheless apply?

**Petitioner (Socket)** – Socket argues that to allow CenturyTel to charge a fee to pass on the costs of a manual process provides no incentive or an insufficient incentive for CenturyTel to move to electronic ordering processes.”<sup>21</sup> For this one particular class of

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<sup>18</sup> Buchan Direct, p. 25, lines 3-4

<sup>19</sup> Buchan Direct p. 27, lines 5-6

<sup>20</sup> Buchan Direct p. 27, lines 6-8.

<sup>21</sup> Kohly Direct, p. 100 lines 16-18.



orders, Socket proposes that CenturyTel charge an “Electronic Service Order charge” that would “reflect forward looking costs using efficient processes.”<sup>22</sup>

**Respondent (CenturyTel)** – CenturyTel argues that “a manual order service charge applies if the order is handled manually.”<sup>23</sup> Further, CenturyTel argues that it currently processes these order manually,<sup>24</sup> and it is “entitled to recover its cost of providing that service.”<sup>25</sup>

**Commission’s Decision** – As the Commission notes, the FCC recognized that conversions were largely a billing function. The Commission agrees that CenturyTel is entitled to recover costs associated with conversions; however, the FCC also recognized that many of the costs associated with conversions were already recovered through other charges. TELRIC principles require the Commission to order a rate that recognizes a forward-looking, efficient network. The Commission finds that labeling the charge an “electronic” service charge for a manual conversion may be a misnomer. The Commission agrees with the Arbitrator that Socket’s language is preferable, but orders the parties to refer to the charge as “conversion charge”, not “electronic service order charge” to more accurately reflect the intent of the charge.

**Issue 22 – How should the parties handle UNE requests that CenturyTel can not provide without expanding its facilities?**

**Petitioner (Socket)** – Socket argues that to best serve its customers, it needs to know the reason why CenturyTel states it cannot provision a UNE. If the answer is “no facilities”, then Socket argues that CenturyTel should “submit a construction plan with a

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<sup>22</sup> Kohly rebuttal, p. 88, line 25 to p. 89, line 1.

<sup>23</sup> P. Hankins Direct, p. 22, line 10.

<sup>24</sup> P. Hankins Direct, p 22, line 17.

<sup>25</sup> P. Hankins Direct, p. 22, line 21.

time line for adding capacity.”<sup>26</sup> Socket also argues that both parties should share the costs of this construction plan.

**Respondent (CenturyTel)** – CenturyTel argues that it has agreed to provide Socket a “reasonably detailed”<sup>27</sup> explanation whenever CenturyTel asserts it cannot provide a requested UNE. While CenturyTel argues it is willing to work with Socket with regard to a construction plan, Socket “must bear the cost of the engineering and construction of additional capacity specifically to meet Socket’s needs.”<sup>28</sup>

**Commission’s Decision** – As the Arbitrator’s decision notes, in Case No. TO-2001-455, the Commission found that “for the nonrecurring costs of constructing the interconnection, a 50/50 split is most equitable because both parties, and their customers, will benefit from the interconnection.” The Commission affirms this decision. CenturyTel asks the Commission to clarify that the 50/50 split only applies when facilities are constructed to meet the demands of both parties and that CenturyTel is not required to incur any costs for facilities constructed solely for Socket’s use or solely to meet Socket’s demand. As previously stated, a 50/50 split is most equitable because both parties, and their customers, benefit from interconnection. As long as CenturyTel customers have the ability to contact Socket customers, or use a Socket customer as their Internet service provider, CenturyTel customers receive a benefit. To the extent that CenturyTel can unequivocally establish that CenturyTel customers receive absolutely no benefit from the construction, Socket would bear the entire cost of that construction.

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<sup>26</sup> Kohly Direct, p. 102, lines 13-14.

<sup>27</sup> Busbee Direct, p. 8, line 6.

<sup>28</sup> Busbee Direct, p. 10, line 17-19.

**Issue 35** – Should Article VII, Section 7.10.1 include a provision that, consistent with the FCC’s rules, imposes a cap of 10 on the number of unbundled DS1 dedicated transport circuits Socket may obtain on each route where DS1 dedicated transport is available on an unbundled basis?

**Petitioner (Socket)** – Socket argues that under paragraph 128 of the FCC’s TRRO, the cap of 10 unbundled DS1 circuits is relevant for transport routes where only DS1 transport is eligible to be unbundled (that is, where DS3 transport is not unbundled).<sup>29</sup> Socket argues that the Commission’s ruling in the SBC M2A successor agreement arbitration between AT&T and then-SBC is consistent with its position in this case.<sup>30</sup>

**Respondent (CenturyTel)** – CenturyTel argues that its language tracks precisely with the applicable DS1 transport cap rule, 47 C.F.R. §51.319(e)(2)(ii)(B), which states that the 10 DS1 transport circuit cap applies “on each route where DS1 transport is available on an unbundled basis.”<sup>31</sup> CenturyTel further argues that to accept Socket’s language would mean that Socket would be “entitled to an unlimited number of DS1 dedicated transport circuits between CenturyTel’s wire centers.”<sup>32</sup>

**Commission’s Decision** – CenturyTel’s language, with the exception of the reference to the “DS1 Threshold” mirrors the cap on DS1 transport found in 47 C.F.R. 51.319(e)(2)(ii)(B). CenturyTel’s language is accepted.

## **Article VIIA – UNE Pricing**

### **Issue 1** – What UNE rates should be included in the ICA?

**Petitioner (Socket)** – Socket argues that the non-recurring rates it proposes are based on the rates resulting from the Commission’s recent M2A successor agreement

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<sup>29</sup> Kohly Direct, p. 105, line 37 to p. 106, line 2.

<sup>30</sup> Kohly Direct, p/ 109, lines 1-3.

<sup>31</sup> Busbee Direct, p.11, lines 6-10.

<sup>32</sup> Busbee Rebuttal, p. 17, lines 16-18.

arbitration. Socket argues, in contrast, that the rates that CenturyTel proposes are: (1) different from the rates CenturyTel agreed to honor from the Commission's AT&T/GTE Arbitration;<sup>33</sup> and (2) not supported by any of CenturyTel's 19 submitted cost studies.<sup>34</sup> Socket also argues that in order to comply with past Commission decisions and FCC rules, it seeks deaveraging of DS1 and DS3 loop rates.<sup>35</sup>

**Respondent (CenturyTel)** – CenturyTel argues that its proposed recurring charges for DS1 and DS3 loop rates are based on cost studies that are CenturyTel-specific, forward-looking and TELRIC compliant.<sup>36</sup> Furthermore, CenturyTel argues that their cost studies are based on engineering design and network assumptions that 'are reasonable and forward-looking."<sup>37</sup>

**Commission's Decision (recurring rates)** – CenturyTel argues that the 2-wire/4-wire rates are not TELRIC compliant since the parties agreed upon these rates. However, the Commission reviewed and approved these rates as TELRIC-compliant in the GTE arbitration (Case No. TO-97-63). Just because the rates are "agreed upon" in this proceeding does not mean they are not TELRIC compliant. Therefore, the Commission agrees with the Arbitrator's decision directing CenturyTel to rerun the cost studies. The Arbitrator's Report may have caused confusion because it referred to the 2-wire/4-wire costs as both "costs" and "rates". (Arbitrator's Report, pg. 50). The correct instruction begins at the bottom of page 49 through the top of page 50 where the Arbitrator directs

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<sup>33</sup> Turner Direct p. 47, lines 16-18.

<sup>34</sup> Turner Direct, p 48, lines 22-23.

<sup>35</sup> Turner Direct, p. 58, lines 6-10.

<sup>36</sup> Buchan Direct, p 10, lines 15-21.

<sup>37</sup> David Direct, p. 4, lines 4-8.

CenturyTel to rerun its cost studies “using the agreed upon 2-Wire and 4-Wire Analog Loop costs in its DS1 and DS3 loop cost studies.” Socket recognized this discrepancy and ran similar cost studies using the 2-wire/4-wire costs for the DS1 loop cost study. The correction resulted in higher rates than contained in CenturyTel’s compliance filing (see CenturyTel’s Response to Arbitrator’s Order Directing Filing, paragraph 9, filed June 5, 2006 and Socket’s Comments, page 37). The Commission directs the parties to incorporate Socket’s DS1 loop rates in the interconnection agreement.

The parties also attempted to rerun the DS3 loop cost studies. The Commission finds that neither party’s rerun DS3 loop cost studies are reasonable and supported by the record as TELRIC-complaint. Therefore, the Commission orders the parties to incorporate the DS3 rates from Case No. TO-2005-0336 as the only DS3 rates deemed TELRIC-compliant by this Commission.

**Commission Decision (non-recurring rates)** – It was not clear from the parties’ discussions and testimony that non-recurring charges were still a disputed issue. CenturyTel proposes “GTE-based UNE NRCs contained in Commission-approved interconnection agreements with other CLECs. Socket proposes the NRCs from the M2A-successor arbitration (Case No. TO-2005-0336). Since the GTE-based rates were not arbitrated, but negotiated, this Commission has not made a determination that those rates are TELRIC based rates.

Further, it is clear from the record that CenturyTel is not sure what non-recurring rates would apply (Transcript 0351-0355) to what situations. The Commission reviewed and approved the rates in Case No. TO-2005-0336 as TELRIC-compliant rates. The

Commission finds in favor of Socket and directs the parties to incorporate those rates into this interconnection agreement.

## **Article IX – Maintenance**

### **Issue 1 – How should maintenance matters be communicated between the parties?**

**Petitioner (Socket)** – Socket argues that its proposed Maintenance article is derived in large part from the Maintenance 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. Socket argues that these terms should be memorialized in the interconnection agreement, rather than left to CenturyTel to dictate unilaterally to Socket in a separate “guide.” Socket further argues that this agreement is a contract between two parties and under general contract law, one party can not unilaterally amend the terms under which the parties operate by changes to a separate document that results in a change to the underlying contract.<sup>38</sup>

**Respondent (CenturyTel)** – CenturyTel argues that not only does Socket demand performance beyond CenturyTel’s legal obligation, its language would impose undue burdens that are in some respects not technically feasible, and are both onerous and expensive. CenturyTel argues that its obligation is to provide Socket nondiscriminatory, parity-based treatment, but certain Socket requirements would afford Socket superior treatment as compared to CenturyTel’s treatment of its own orders for retail service (or the order of other CLECs).<sup>39</sup>

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<sup>38</sup> Bruemmer Direct at p.3-5 and Rebuttal.

<sup>39</sup> Scott Direct, p 3-10, and Rebuttal

**Commission's Decision** – The Arbitrator determined that Socket may contact CenturyTel in order to discuss scheduled activities that may impact Socket customers, specifically when Socket has a customer with a service problem. The Arbitrator also determined CenturyTel should not be required to furnish Socket with all emergency outages and that Socket's definition of "Emergency Network Outage" is not acceptable, specifically when an abnormal service condition is defined in Chapter 3.

The Commission affirms the Arbitrator's decision on these two components of the issue. However, Socket states that the Arbitrator only addressed a portion of the issue. The Commission will address the remaining issues.

Missed repair commitments – Socket should be aware that one of its customer's commitments is in jeopardy. Nothing in the agreement prevents Socket from contacting CenturyTel for an update as to whether Socket will be able to meet the service commitment it has made to the customer. Any concerns socket may have with CenturyTel hampering its ability to meet service commitment objectives should be covered in Article XV – Performance Measures.

Planned outages – CenturyTel shall comply with the requirements of 47 C.F.R. 51.325 through 47 C.F.R. 51.335 as applicable which address notification requirement for planned network changes that may result in a service outage.

The Commission approves CenturyTel's language in sections 4.1, 5.1 and 7.3. The parties are directed to include language in the interconnection agreement that accurately reflects the requirements of 47 C.F.R. 51.325 through 47 C.F.R. 51.335.

**Issue 2 – What method should Socket use to contact CenturyTel with service-related questions**

The Arbitrator's Report appears to have addressed part of this issue in response to Article IX - Issue 1. As the Arbitrator's decision notes, the record establishes that CenturyTel has provided Socket with a means of contacting CenturyTel for service-related questions without sitting in a queue with retail customers. This includes an option to bypass the retail options. Since this is not the optimal solution, the Arbitrator's decision directed CenturyTel to have a knowledgeable person available to respond to Socket's questions without requiring CenturyTel to assign an individual or team specifically to Socket. The Commission affirms the Arbitrator's decision and approves CenturyTel's language at sections 5.1.1 and 7.1. The Commission directs the parties to include language in the interconnection agreement that acknowledges the Commission's directive that CenturyTel have a knowledgeable person available to respond to Socket's questions.

**Article XII – Number Portability**

**Issue 2 – How should remote call forwarding be addressed in the interconnection agreement?**

**Petitioner (Socket)** – Socket argues that there is no legal or policy reason why telephone numbers associated with Remote Call Forwarding (RCF) service cannot be ported as part of LNP. Porting of RCF numbers is technically feasible, and it is common in the industry to provide for number portability of remote call forwarded numbers if the incumbent is offering the same service to its customers, as is the case here. Socket further argues that the LNP subcommittee of the North American Numbering Council found that number portability for this type of arrangement is entirely reasonable and ILECs across the



country indicate they routinely provide this type of number porting. Therefore, Socket's proposed language is reasonable and should be approved.<sup>40</sup>

**Respondent (CenturyTel)** – CenturyTel argues that the unequivocal dictate of prevailing precedent mandates rejection of Socket's proposed language. By demanding "number portability" for numbers subject to RCF, Socket effectively demands location portability, which is inappropriate. CenturyTel argues that while parties are entitled to number portability, they are not entitled to port numbers to different location that are not in the same rate center.<sup>41</sup>

**Commission's Decision** – Section 251(b) of the Telecommunications Act requires local exchange carriers to provide local number portability, to the extent that it is technically feasible. The intent is that the customer will retain existing telecommunications numbers without impairment of quality, reliability or convenience when switching from one provider to another.

In this issue, the CenturyTel customer already has a remote call forwarding situation. If Socket wins that customer, the customer should continue to receive the same service capabilities it received from CenturyTel, thus the number that is remote call forwarded will also be ported to Socket if the customer desires to retain this capability. As the Arbitrator notes, location portability is defined as the ability of an end user to retain the same number as she/he moves from one physical location to another. In this situation, the customer is not moving, but the numbers are moving from a CenturyTel switch to a Socket switch as intended by local number portability.

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<sup>40</sup> Turner Direct, p. 60-62 and Rebuttal.

<sup>41</sup> Miller Direct p. 79-87 and Rebuttal.

CenturyTel points to ATIS/OBF-LSR-099 as establishing industry standards that recognize this scenario as location portability. The Commission does not have access to this document, and thus cannot make a determination of its applicability.

The Commission affirms the Arbitrator's decision with the following clarifications. First, on page 53 of the Arbitrator's Report, the Arbitrator states, Socket will be responsible for paying any intrastate or interstate charges. This language will be changed to read "The parties will be responsible for paying any applicable intrastate or interstate charges." Second, at the hearing (Transcript 0514, lines 12-16), Socket proposed to add language such that its proposal will read, "Each party shall permit telephone numbers associated with remote call forwarding to be ported *provided that the local calling scope of the ported number does not change.*" The Commission orders the parties to include the additional, italicized language in the interconnection agreement. Third, the decision on this issue relates only to those CenturyTel customers with remote call forwarding capabilities at the time the customer switches service to Socket. Fourth, for rating of outbound calls from the remote call forwarded number, the number will continue to be geographically assigned to the rate center associated with that call and access charges will apply, as applicable.

### **Article XIII – OSS**

#### **Issue 1 – Should the interconnection agreement contain an Article addressing Operations Support System issues?**

**Petitioner (Socket)** – Socket argues that it is entitled to efficient and effective provisioning of wholesale facilities under CenturyTel's Section 251 obligations. Socket proposes that CenturyTel have an electronic OSS in place within nine months of the Commission's order in this arbitration and that the OSS language be derived in large part from the OSS attachment that the Commission approved as reasonable and appropriate in

Case No. TO-2005-0366, as modified, to reflect changes between CenturyTel's operations and those of SBC. Socket argues that these terms be memorialized in the interconnection agreement, rather than left to CenturyTel to dictate unilaterally to Socket.<sup>42</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket demands that CenturyTel implement electronic access to its OSS of the kind maintained by the RBOCs, including a “Real Time Electronic Interface.” CenturyTel argues that current CLEC order volume does not justify the imposition of such an onerous requirement. CenturyTel further argues that it would cost millions, or tens of millions, of dollars to radically change its entire operation's organizational structure to implement Socket's request.<sup>43</sup>

**Commission's Decision** – The parties request clarification on several components of the Arbitrator's decision on this issue. The Commission affirms the Arbitrator's decision on this issue with the following clarifications.

(1) As the Arbitrator's Report clearly states, CenturyTel is not required to provide “real-time” updates or extensive system overhauls.

(2) As the Arbitrator's Report clearly states, the parties are to incorporate language in the interconnection agreement that acknowledges CenturyTel will provide electronic notification as agreed upon in other Articles without simply referencing that Article.

(3) As the Arbitrator's Report clearly states, the parties are directed to develop a process and incorporate language in the interconnection agreement that allows for the electronic information to be incorporated in CenturyTel systems without the need for manual intervention. The Commission is not mandating a specific process to obtain such functionality. Since no “real time” updates or extensive overhauls are required, this process

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<sup>42</sup> Turner Direct, p. 60-62 and Rebuttal.

<sup>43</sup> Wilkes Direct, p. 3-4 and p. 6-20. Moreau Direct, p. 8-10.

could be as simple as a “cut and paste” function. The goal is to increase efficiencies and the accuracy of wholesale transactions.

(4) Does the Arbitrator’s decision order require CenturyTel to offer “selectable-list fields”? This should be a simple modification and would further reduce inaccuracies. However, without knowing the exact electronic processes the parties will develop, the Commission cannot provide specifics on how to implement such a requirement. For instance, if the parties continue e-mailing forms, either party could modify the existing form to include drop down boxes. If the form is access via the web, CenturyTel could easily add drop down boxes to various fields to reduce the possibility of errors. The Commission will direct the parties to incorporate drop down list boxes in their electronic solutions.

(5) Should ASRs be allowed through a web-based system? The Commission finds that manual ordering processes should only occur in very limited circumstances. Therefore, CenturyTel is directed to accept electronic ASRs. Consistent with the decisions above, this requirement may be addressed through either a web-based system or through e-mail, but manual intervention should be eliminated.

(6) Should CLECs have access to CSRs? The Commission agrees that CLECs are entitled to access to CSRs. However, based on CenturyTel’s testimony, it appears that meeting this requirement would require extensive overhaul to CenturyTel’s systems to provide interaction between multiple systems. Although CenturyTel will not be required to provide access to CSRs, CenturyTel is directed to review its processes and improve efficiencies such that Socket is provided accurate and thorough CSR data in a timely manner. The parties are also encouraged to make CLEC access to CSRs a priority for future OSS functionality.

CenturyTel is directed to comply with the requirements of this issue within 90 days of the effective date of this order. The parties are encouraged to work diligently and cooperatively to achieve additional OSS functionality. If either party feels the other party is hampering this collaborative process that party is free to file a proceeding with this Commission seeking assistance. Finally, much like the Arbitrator, the Commission acknowledges that CenturyTel is entitled to recover its costs associated with any OSS system. Since the Commission did not order CenturyTel to implement the OSS system that Socket requests, the Commission does not offer an opinion as to the costs CenturyTel presented in this case related to OSS. Any costs associated with OSS implementation will be properly reviewed at such time as those costs are determined and submitted to this Commission.

#### **Article XV: Performance Measures and Provisioning Intervals**

##### **Issues 1-5 – Should Article XV provide for performance measures and remedies?**

**Petitioner (Socket)** – Socket argues that it is entitled to interconnection that is at least equal in quality to that provided by CenturyTel to itself and any other interconnecting party. Article XV lays out expectations concerning CenturyTel's provision of quality wholesale service to Socket, so that Socket in turn may provide quality, timely service to its customers. Socket urges the Commission to order the parties to hold a collaborative process to work out the details of the performance measures.<sup>44</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket is demanding that the Commission impose performance measures and a remedy plan far in excess of that which would reasonably conform to any conceivable risk that CenturyTel will fail to perform in its

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<sup>44</sup> Kohly Rebuttal, p. 113-122, 126; Kohly Direct, p. 111-112; Turner Direct, p. 3-9.

obligations under the agreement. CenturyTel argues that it has offered a reasonable set of performance measures to satisfy Socket that the standards of the contract will be upheld.<sup>45</sup>

**Commission's Decision** – Yes. In its Triennial Review Order the FCC stated at paragraph 456 as follows:

Operational Criteria. In order to rebut the Commission's finding of no impairment as it relates to operational barriers, the states must examine whether operational factors are impairing competitors, according to our impairment standard discussed above. In particular, state commissions must consider whether incumbent LEC performance in provisioning loops, difficulties in obtaining collocation space due to lack of space or delays in provisioning by the incumbent LEC, or difficulties in obtaining cross-connects in an incumbent's wire center, are making entry uneconomic for competitive LECs. We believe, based on the large record in this proceeding, that these factors can raise barriers to entry. We lack, however, sufficient specific evidence concerning whether and where they will be significant enough to constitute impairment. We therefore ask state commissions to consider evidence, which could include performance metrics and standards for BOCs or other types of evidence for non-BOC incumbent LECs, of whether these factors are impairing entrants in the enterprise market, and whether unbundling will overcome this impairment.

Continuing at paragraph 489, the FCC stated:

Specifically, state commissions may require that incumbent LECs comply with an average completion interval metric, including any further disaggregation of existing loop performance metrics (i.e., quality or maintenance and repair metrics), for provisioning high volumes of loops."

The FCC has established framework for the Commission to direct the parties to establish performance metrics. Contrary to CenturyTel's claims, it only follows that to make such performance metrics effective, remedies need to be established and enforced.

The Commission finds that neither party's Performance Measure proposal is reasonable in its entirety. The Commission supports the Arbitrator's decision to combine

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<sup>45</sup> Moreau Direct, p 18-27, Rebuttal, p. 3 and Direct Schedule D; P. Hankins Rebuttal.

the parties' proposals to develop performance measures to be incorporated in the interconnection agreement.

Section 1.0 – There is no disputed language.

Section 1.1 – CenturyTel's language contains an expectation that CLECs will bear the costs for developing and implementing new business processes. This issue was decided in Article XIII - OSS. Therefore, CenturyTel's language is not appropriate and shall be rejected.

Section 1.2 – The Triennial Review Order contemplates performance measures being applicable to incumbent local exchange carriers. CenturyTel's language extends this obligation to Socket. Socket's language references other measures in the Agreement. There does not appear to be a requirement for PMs to also apply to CLECs. The Commission has already determined that cross-references will not be allowed for disputed language since both parties object to cross-references in various issues and Articles. Socket's language is more appropriate with the references in bold removed.

Section 1.2.1 – The language that CenturyTel offers as this subsection to 1.2 is already addressed in Section 1.2 and is not necessary. Socket offers no language under this separately numerated section.

Section 1.3 – There is no disputed language.

Section 1.3.1 – There is no disputed language.

Section 1.3.2 – Despite the differences in the proposed language that CenturyTel offers, the only apparent difference in the language offered by the parties is the phrases “received by CenturyTel”, submitted by CenturyTel, and the phrase ,“Submitted by Socket”,

submitted by Socket. Since the time stated is expressed as “received”, CenturyTel’s language is most consistent with other provisions in the agreement.

Section 1.3.3 – In CenturyTel’s language, “Good Faith” is a subjective term that is not defined and not agreed upon. Further, if something is “inconclusive”, it can not be measured by Socket. Therefore, CenturyTel’s language is rejected.

Section 2.0 – In other Articles, CenturyTel objected and the Arbitrator agreed that CenturyTel would not be required to designate a team coordinator. Socket’s language is most appropriate to this decision.

Section 2.1 – The only distinction between the parties’ language is discussed under Section 2.0. See discussion under Section 2.0.

Section 2.2 – The only distinction between the parties; language is discussed under Section 2.0. See discussion under Section 2.0.

Section 3.0 – The only disputed language appears to be "one or more" versus "a" particular performance measure and "15" versus "20" business days. CenturyTel’s language is acceptable with the removal of the phrase "is requested" since the agreed upon language already implies a gap closure plan will be requested.

Section 3.1 – Socket’s language provides definite guidelines so it is the appropriate language to be included in the interconnection agreement.

Section 3.1.1 – The issue statement is too broad to rule on either party’s position. CenturyTel is responsible for its own performance. Socket should not be required to propose steps, processes and/or methodology for correcting CenturyTel’s performance. Therefore, Socket’s language is most appropriate.

Sections 3.1.2 and 3.1.3 – There is no disputed language.



Section 3.1.4 – Socket's language is most appropriate since it includes definite standards.

Section 3.1.5 – There is no disputed language.

Section 3.2 – Socket's language is most appropriate since it has timetables for all tasks and involves both parties approving the plan. Socket's language also provides more of an incentive not to reach this stage of the performance measurement process.

Sections 3.3, 3.4 and 4.0 – There is no disputed language.

Section 4.1 – Socket's proposed dollar amounts provide an incentive for CenturyTel to operate efficiently and without imposing barriers to entry for competitors. Socket's "30 day" language provides a definitive timetable and is appropriate. CenturyTel's language that penalties shall be in the form of a credit or direct payment is acceptable, but the method of payment shall be at Socket's discretion.

Sections 4.2, 4.3, 4.3.1, 4.3.2, and 4.3.3 – These Sections are addressed in Section 4.1

Section 4.4 – CenturyTel's language is agreed upon language except it is also made applicable to Socket. Consistent with the Arbitrator's decision in Section 1.2, the reference to Socket shall be removed. Socket's language includes cross-references that the Commission has already determined will not be included when disputed.

Section 4.5 – CenturyTel's language is unnecessary, because "parity" will be dealt with in language for specific PM sections.

Section 4.5.1 – Without specifics as to the length of a "transition period", CenturyTel's language is not appropriate and should be rejected.

Section 4.5.2 – CenturyTel's language is not appropriate. Its performance should be acceptable regardless of the number of orders received. CenturyTel claims that Socket only submits a small number of orders when it is to CenturyTel's advantage, but then claims Socket's position is not appropriate in other sections because the interconnection agreement is adoptable by other CLECs, thus expanding CenturyTel's obligations beyond its dealings with just Socket. Therefore, the Commission directs both parties to come up with language that will allow for a statistically significant sample to be determined over a period of months without referencing or considering the "small" amount of orders currently processed.

Section 4.6 – The requirement for forecasts was determined in Article V. This Performance Measure does not accurately reflect that decision and will be rejected.

Sections 4.6.1, 4.6.2 and 4.6.3 – Addressed in Section 4.6

Section 4.7 – CenturyTel's language is not appropriate. Terms of the PMs have been addressed in other sections.

**Issue 7 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Prompt Transmission of Manually Requested Customer Services Record (CSR) – Retail?**

**Petitioner (Socket)** – Socket argues that access to CSR is essential to a CLEC's ability to compete and is a key aspect of ILEC performance. Performance Measures, in this area, will apply as long as CenturyTel has no electronic OSS as it is a flag that action needs to be taken to improve the service that Socket is receiving.<sup>46</sup>

**Respondent (CenturyTel)** – CenturyTel argues that this benchmark is inappropriate since Socket can show few, if any, instances where CenturyTel fails to meet its obligations

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<sup>46</sup> Socket's preliminary position. Final DPL Article XV.

under the existing contract. Further, the CSR information is from several different systems and interpreted by CenturyTel prior to being sent to Socket; an extremely time-consuming process. Finally, CenturyTel argues that staffing is based on historical factors and any significant increase in activity will affect its ability to meet a benchmark.<sup>47</sup>

**Commission's Decision** – Consistent with the Commission's decision in Article XIII – OSS, CenturyTel must modify its systems/processes in such a way that there is little to no delay between Socket's "submission" and CenturyTel's "receipt" of an order. Waiving charges does not provide sufficient incentive to improve performance. The Commission finds Socket's language most appropriate. However, section 3.2 (agreed to by both parties) defines a business day as 9 business hours (8 am - 5 pm) the parties are directed to change "8 business hours" in Remedy Two to "9 business hours".

**Issue 8 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Erroneously Rejected Requests for CSRs?**

**Petitioner (Socket)** – Socket states that it appears the parties agree that this measure should be included but that CenturyTel is imposing a requirement to reverse previously agreed upon language.<sup>48</sup>

**Respondent (CenturyTel)** – CenturyTel argues that this benchmark should not be implemented until Socket demonstrates that CenturyTel's performance under this agreement indicates a need. CenturyTel argues that it takes its obligations under the FCC's

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<sup>47</sup> Moreau Direct, p. 28-30.

<sup>48</sup> Kohly Rebuttal, p. 125.

CPNI rules seriously and that Socket should not be able to profit where CenturyTel is just complying with these rules.<sup>49</sup>

**Commission's Decision** – Socket's language is acceptable. CenturyTel's "good faith basis" language is subjective and not defined. As long as CenturyTel identifies the errors that created the rejection and does not reject for inconsequential, obvious errors such as an order stating "Clark Ave." instead of "Clark Avenue", its concerns regarding this PM are frivolous.

**Issue 9 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Percent Erroneous Orders?**

**Petitioner (Socket)** – Socket argues that CenturyTel is imposing a performance measurement on Socket without any discussion or justification. Socket states that it is inappropriate to penalize it for errors that are caused by information CenturyTel provides.<sup>50</sup>

**Respondent (CenturyTel)** – CenturyTel argues that its ability to respond to Socket in a timely manner is significantly influenced upon its receipt of accurate and complete orders from Socket. CenturyTel argues that inclusion of this benchmark directly affects its ability to perform at parity and to meet the requirements of the agreement.<sup>51</sup>

**Commission's Decision** – CenturyTel's language is not appropriate. The Triennial Review Order anticipates PMs for incumbents. There does not appear to be a requirement for PMs to also apply to CLECs. Further Socket already has an incentive to submit orders accurately.

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<sup>49</sup> Moreau Direct, p. 30-33

<sup>50</sup> Kohly Rebuttal, p. 125-126.

<sup>51</sup> Moreau Direct, p. 63.

**Issue 10 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Prompt Transmission of Electronically Requested Customer Service Record?**

**Petitioner (Socket)** – Socket argues that it is entitled to interconnection that is at least equal in quality to that provided by CenturyTel to itself or any other interconnecting party. Article XV lays out expectations concerning CenturyTel's provision of quality wholesale service to Socket, so that Socket in turn may provide quality, timely service to its customers. Socket urges the Commission to order the parties to hold a collaborative process to work out the details of the performance measures.<sup>52</sup>

**Respondent (CenturyTel)** – CenturyTel argues that the benchmark is not defined by Socket and that the benchmark is unnecessary until such time as an OSS is developed and there is some CenturyTel failure that would make the PM necessary.<sup>53</sup>

**Commission's Decision** – Socket's language is not appropriate based on the Commission's decision in Article XIII – OSS.

**Issue 11 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Percent Erroneous Manual Orders Rejected within 9 Business Hours?**

**Petitioner (Socket)** – Socket argues that this PM is necessary because it is important that its orders for service are completed in a timely manner and not rejected in error.<sup>54</sup>

**Respondent (CenturyTel)** – CenturyTel argues that any reference to “electronically submitted” be rejected unless referring to the existing web interface, that manual orders

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<sup>52</sup> Kohly Rebuttal at 113-120; Turner Direct at 3-9; Kohly Direct at 111-112; Kohly Rebuttal at 120-122, 126

<sup>53</sup> Moreau Direct at 33-34.

<sup>54</sup> Socket Preliminary Position. Final DPC Article XV: performance Measures and Provisioning Intervals

cannot be processed on a consistent schedule as proposed and that Socket could game the system by filling the system with erroneous orders.<sup>55</sup>

**Commission's Decision** – This issue will be resolved using portions of each party's language: a) CenturyTel's language as far as the 9 business hour duration is most appropriate and agreed upon in other sections of the interconnection agreement. b) Socket's payment information is accepted as there is no incentive to correct errors through the waiving of expected charges.

**Issue 12 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to percent Firm Order Confirmations (FOCs) Returned on Time for LSR and ASR Requests?**

**Petitioner (Socket)** – Socket states that it appears that CenturyTel agrees to this PM; however, CenturyTel revises Socket's proposal to add exclusions that were not contemplated in the original PM and were not thoroughly reviewed, discussed and defined.<sup>56</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket has proposed a measurement that includes services that are; not provided according to the agreement, but applicable to tariffed access services; does not consider the difference between simple and complex orders; does not consider the accuracy of Socket's orders; and does not consider that orders require a manual "scrub". CenturyTel argues its proposed standard is in parity with its practices for its retail end-users.<sup>57</sup>

**Commission's Decision** – CenturyTel's language allows extra time to perform a manual scrub of the information. This requirement will be eliminated through the electronic

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<sup>55</sup> CenturyTel Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals

<sup>56</sup> Kohly Rebuttal at 126.

<sup>57</sup> Moreau Direct at 36-39.

solution as directed in Article OSS. Socket's timeframe and penalty language are acceptable.

**Issue 13 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to ASRs and LSRs erroneously rejected?**

**Petitioner (Socket)** – Socket argues that this PM is appropriate if the agreement contains performance measures.<sup>58</sup>

**Respondent (CenturyTel)** – CenturyTel argues there is no demonstrated need for this benchmark since no order is rejected without providing a reason. CenturyTel also argues that Socket does not define “erroneously” and does not consider the accuracy of its own orders.<sup>59</sup>

**Commission’s Decision** – Socket's language is acceptable as it defines "erroneously rejected" as "no accurately listed or identifiable errors listed on the reject notice". As long as CenturyTel identifies the errors that created the rejection and does not reject for inconsequential, obvious errors such as an order stating "Clark Ave." instead of "Clark Avenue", its concerns regarding this PM are moot.

**Issue 14 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Accurate Order Forecasts?**

**Petitioner (Socket)** – Socket strongly opposes any performance measures that would apply to it; therefore, Socket argues that this measure should be rejected in total.<sup>60</sup>

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<sup>58</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>59</sup> Moreau Direct at 40-41.

<sup>60</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

**Respondent (CenturyTel)** – CenturyTel is proposing a benchmark requiring that Socket submit accurate order forecasts in order for CenturyTel to accurately staff to meet the benchmarks and intervals contained in the agreement.<sup>61</sup>

**Commission's Decision** – This issue was decided in Article V with respect to what is required for forecasting. Therefore, CenturyTel's language is inappropriate and is rejected.

**Issue 15 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Percentage of Orders where Due Date is missed where Socket received a jeopardy notice prior to Due Date being missed?**

**Petitioner (Socket)** – Socket argues this PM is necessary because customers expect to receive service on the date promised and Socket cannot make firm commitments to its customers if it cannot depend on CenturyTel to meet the service provisioning intervals to which the parties agreed.<sup>62</sup>

**Respondent (CenturyTel)** – CenturyTel argues that this PM requires it to develop systems to capture data, track performance and demonstrate that the measurement is based on parity.<sup>63</sup>

**Commission's Decision** – Socket claims that parity needs to be measured based on a carrier to carrier, not carrier to retail customer basis, but its language would have CenturyTel demonstrate parity based on a carrier- to-retail basis. As some requirement to provide a jeopardy notice before an install date is missed is appropriate, and CenturyTel presents no alternative, Socket's language is appropriate.

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<sup>61</sup> Moreau Direct at 63-64.

<sup>62</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>63</sup> Moreau Direct at 41-44.



**Issue 16 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Line Loss Notification returned within One Business Day of Work Completion?**

**Petitioner (Socket)** – Socket argues that it is vital for CLECs to know as soon as possible that end users can be billed correctly and that it appears CenturyTel agrees with this PM and remedy plan.<sup>64</sup>

**Respondent (CenturyTel)** – CenturyTel does not object to the benchmark provided that it is clarified that there are “nine business hours” or “one business day”. However, CenturyTel states that Socket’s definition of this PM is not clear.<sup>65</sup>

**Commission’s Decision** – This issue will be resolved using portions of each party’s proposals as follows: a) CenturyTel’s definition of “a late line loss notification” is reasonable and accepted. b) As defined in section 3.2, a business day is 9 hours, not 8 hours. Socket’s benchmark language is accepted, with the benchmark changed to 9 business hours.

**Issue 17– Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Due Date Commitments Met?**

**Petitioner (Socket)** – Socket argues that meeting due date commitments is critical to a CLECs’ ability to provide timely, high quality service.<sup>66</sup>

**Respondent (CenturyTel)** – CenturyTel argues that many of the measures associated with provisioning retail circuits are unreasonable or unlawful.<sup>67</sup>

**Commission’s Decision** – This issue will be resolved using portions of each party’s proposal as follows: a) Socket’s 90% assumption is more likely to cause CenturyTel to

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<sup>64</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>65</sup> Moreau Direct at 44-45.

<sup>66</sup> Socket’s Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>67</sup> Moreau Direct at 46-49.

develop its own track system to truly prove what parity is in this case. Socket's percentage is thus accepted. b) With respect to CenturyTel's proposed additional exclusions: (i) appears to be reasonable and is accepted; (ii) does not appear to be reasonable and is not accepted. c) Socket's language regarding the remedy is the accepted remedy.

**Issue 18 - Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Average Delay Days for CenturyTel Caused Missed Due Dates?**

**Petitioner (Socket)** – Socket argues that this PM is necessary to show how great a delay Socket and its customers are experiencing with respect to CenturyTel's provisioning of a service order.<sup>68</sup>

**Respondent (CenturyTel)** – CenturyTel argues that this PM is not necessary because missed due dates have already been addressed in PM 1 and it would be required to develop systems to capture data and track performance by type of service for all Socket orders.<sup>69</sup>

**Commission's Decision** – The Commission agrees with CenturyTel's analysis that this PM is already covered in PM 1.1. Therefore, Socket's language is not appropriate and will be rejected.

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<sup>68</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>69</sup> Moreau Direct at 49-51.

**Issue 19 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Percent Trouble Reports Within 30 Days of Installation?**

**Petitioner (Socket)** – Socket argues that this measure is necessary to reveal whether the services CenturyTel provisions are working properly at the time of installation or whether trouble develops after service provisioning.<sup>70</sup>

**Respondent (CenturyTel)** – CenturyTel argues that this PM suffers from Socket's small sample size/low volume order and is not necessary until Socket demonstrates there is a problem.<sup>71</sup>

**Commission's Decision** – This issue will be resolved using portions of each party's position as follows: a) the parties appear to agree on a 94% benchmark; b) the Commission agrees with CenturyTel that a "per DS0" benchmark is overreaching; therefore, the Commission accepts CenturyTel's language under "measurement" in section 2.3; c) the Commission adopts Socket's "Rules and Definitions" section over CenturyTel's "Rules and additional terms" section for this PM, as CenturyTel's "Exceptions" are overreaching; d) the Commission accepts Socket's remedy language, for reasons stated above.

**Issue 20 - Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Number Port Using Ten Digit Trigger (TDT)?**

**Petitioner (Socket)** – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>72</sup>

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<sup>70</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>71</sup> Moreau Direct at 51-53.

<sup>72</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

**Respondent (CenturyTel)** – CenturyTel argues that this PM is unnecessary because Socket presently requests coordinated hot cuts for all ports and the times are not consistent with Article XII agreed upon language.<sup>73</sup>

**Commission's Decision** – In Section 5.1.1.2 of Article XII – Number Portability, the parties agree to "set" the 10-digit unconditional trigger not later than "11:59 pm on the day before the scheduled date". Socket's PM is accepted, but the language will state, "The TDT-LNP related conversion where CenturyTel fails to set the 10-digit unconditional trigger by 11:59 p.m. on the day before the scheduled due date for the number port will occur less than 3.5% of the time."

**Issue 21 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Coordinated Hot Cuts (CHC)?**

**Petitioner (Socket)** – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>74</sup>

**Respondent (CenturyTel)** – CenturyTel argues the PM should be limited to coordinated hot cuts where the customer experiences minimal down time and the language should be applicable to both parties since number portability is an obligation applicable to both parties.<sup>75</sup>

**Commission's Decision** – The only meaningful difference in the parties' proposals is the benchmark percentage. Socket states its percentage is based on the SBC post-M2A interconnection agreements. CenturyTel provides no basis for its benchmark. Therefore,

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<sup>73</sup> Moreau Direct at 53-54.

<sup>74</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>75</sup> Moreau Direct 54-56.

Socket's language is accepted since it is based on previously approved Commission benchmarks.

**Issue 22 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Percent Trouble Reports?**

**Petitioner (Socket)** – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>76</sup>

**Respondent (CenturyTel)** – CenturyTel argues Socket's proposal is inappropriate for three reasons: 1) the metric is not designed to produce a fair and accurate measurement of trouble reports; 2) the exclusions are too narrow; and 3) the remedy could result in an excessive penalty.<sup>77</sup>

**Commission's Decision** – Socket's language is accepted by the Commission. If CenturyTel is concerned that Socket's language will include problems "beyond CenturyTel's control", CenturyTel is free to elect the parity measure.

**Issue 23 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Percentage of Repair Commitment Met?**

**Petitioner (Socket)** – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>78</sup>

**Respondent (CenturyTel)** – CenturyTel argues Socket's proposal is inappropriate for three reasons: 1) the metric is not limited to repair commitments for out of service

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<sup>76</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>77</sup> Scott Direct at 12-15.

<sup>78</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

trouble; 2) the exclusions from the measured data is too narrow; 3) the remedy could result in an excessive penalty.<sup>79</sup>

**Commission's Decision** – Socket's language is appropriate, see Issue 22.

**Issue 24 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Mean Time to Restore Services?**

**Petitioner (Socket)** – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>80</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket's proposal is not appropriate for three reasons: 1) the metric proposes a 24-hour criterion but does not limit the application of the criterion to out of service trouble; 2) the exclusions from the measured data are too narrow; 3) the remedy could result in an excessive penalty.<sup>81</sup>

**Commission's Decision** – Socket proposes a 24-hour repair time based on SBC's post-M2A interconnection agreements. CenturyTel proposes no repair time, but proposes to complete repairs "at parity". Without an initial time benchmark, there is little incentive to quickly create "parity" to clear a trouble report. Therefore, the Commission accepts Socket's language. Although not an "apples-to-apples" comparison, Socket's language is also consistent with a company's retail requirements under 4 CSR 240-32.080(H)D.2.A., which requires 90 percent or more of out-of-service trouble not requiring unusual repair to be cleared within 24 hours.

Consistent with 4 CSR 240-32.080, CenturyTel's exceptions for trouble beyond CenturyTel's control (such as CPE) and subsequent trouble reports for the same access

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<sup>79</sup> Scott Direct at 15-17.

<sup>80</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>81</sup> Scott Direct at 17-19.

line will be accepted. However, the rest of CenturyTel's exceptions are excessive and will not be accepted.

**Issue 25 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Repeat Trouble Report Rates?**

**Petitioner (Socket)** – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>82</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket's proposal is inappropriate for three reasons: 1) the measurement uses an inappropriate assumption; 2) the exclusions are too narrow; and 3) the remedy could result in an excessive penalty.<sup>83</sup>

**Commission's Decision** – The only meaningful difference in the parties' proposals is the benchmark percentage. Socket states its percentage is based on the SBC post-M2A Interconnection Agreement. CenturyTel provides no basis for its benchmark. Therefore, the Commission finds Socket's language is most appropriate.

**Issue 26 - Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Interconnection Trunk Orders completed on Time?**

**Petitioner (Socket)** – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>84</sup>

**Respondent (CenturyTel)** – CenturyTel argues the PM is not necessary because it suffers from Socket's small sample size/low order volume and because CenturyTel has not

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<sup>82</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>83</sup> Scott Direct at 19-21.

<sup>84</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

only performed at parity for Socket, but has provided Socket with service that is superior to that it provides switched access customers.<sup>85</sup>

**Commission's Decision** – This issue will be resolved using portions of each party's proposal. a) CenturyTel's definitions for this issue are accepted; b) Socket's benchmark will be accepted without the specific reference to Feature Group D; c) Socket's language for waiving non-recurring charges plus making a payment of one-month's recurring charge is acceptable since a remedy of simply waiving charges is not incentive for an efficient operation.

**Issue 27 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to 911 Listings?**

**Petitioner (Socket)** – Socket argues this PM is necessary because there is no question that accurate 911 database information is vitally important. Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>86</sup>

**Respondent (CenturyTel)** – CenturyTel argues the PMs are unreasonable and that Socket cannot demonstrate that CenturyTel's wholesale performance has been of a quality that would require imposition of any PMs. CenturyTel argues that its proposal accurately reflects that Socket is responsible for reviewing its own listings and if an error is identified CenturyTel will assist in correcting that error, if needed.<sup>87</sup>

**Commission's Decision** – CenturyTel must establish an electronic solution as required by the Commission's decision in Article XIII - OSS. Assuming that CenturyTel is responsible for the 911 database, it is reasonable that 100% of the database information

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<sup>85</sup> Moreau Direct at 57-59.

<sup>86</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>87</sup> Moreau Direct at 59-61.



should match what Socket has submitted. The database shall be maintained consistent with 4 CSR 240-34.050(1)(B). The Commission finds that Socket's language is accepted.

**Issue 28 – Should Article XV – Performance Measures and Provisioning Interval provide for a Performance Measure related to Directory Listings – White Pages?**

**Petitioner (Socket)** – Socket argues that accuracy and timely entry of information in the white pages is basic to providing local voice service and is expected by end users. Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.<sup>88</sup>

**Respondent (CenturyTel)** – CenturyTel argues that Socket's proposal attempts to apply measures and penalties to something for which Socket is ultimately responsible. CenturyTel argues its proposal accurately reflects that Socket is responsible for reviewing its own listings, but that CenturyTel will assist in correcting the listing, if necessary.<sup>89</sup>

**Commission's Decision** – CenturyTel's language does not provide for any penalty to provide accurate service to Socket in this matter. Additionally, a proper electronic solution should allow for proper directory listings. Therefore, the Commission finds Socket's language to be most appropriate.

**IT IS ORDERED THAT:**

1. The parties shall form an interconnection agreement that is consistent with the findings and conclusions in this Decision.

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<sup>88</sup> Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

<sup>89</sup> Moreau Direct at 61-62.

2. This order shall become effective on June 30, 2006.

**BY THE COMMISSION**

A handwritten signature in black ink, appearing to read 'Colleen M. Dale', written over a horizontal line.

Colleen M. Dale  
Secretary

( S E A L )

Davis, Chm., Gaw, Clayton, and  
Appling, CC., concur.  
Murray, C., concurs, with separate  
concurring opinion attached.

Dated at Jefferson City, Missouri,  
on this 27th day of June, 2006.