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Issues:	Telephone Specific
Witness:	William L. Voight
Sponsoring Party:	MO PSC Staff
Type of Exhibit:	Rebuttal Testimony
Case No.:	TC-2007-0341
Date Testimony Prepared:	June 12, 2007

MISSOURI PUBLIC SERVICE COMMISSION

UTILITY OPERATIONS DIVISION

REBUTTAL TESTIMONY

OF

WILLIAM L. VOIGHT

SOCKET TELECOM VS. CENTURYTEL

CASE NO. TC-2007-0341

Jefferson City, Missouri
June 2007

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

Socket Telecom, LLC (Complainant) v. CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/b/a CenturyTel (Respondents)	)))))	Case No. TC-2007-0341

AFFIDAVIT OF WILLIAM L. VOIGHT

STATE OF MISSOURI)
) **ss**
COUNTY OF COLE)

William L. Voight, of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 36 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.

Bill Voight

William L. Voight

Subscribed and sworn to before me this 11th day of June, 2007.

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

SUSAN L. SUNDERMEYER
My Commission Expires
September 21, 2010
Callaway County
Commission #06942088

Susan L Sundermeyer

Notary Public

My commission expires 9-21-10

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Q. Please state your name and give your business address.

A. My name is William L. Voight and my business address is Post Office Box 360, 200 Madison Street, Jefferson City, Missouri 65102.

Q. By whom are you employed and in what capacity?

A. I am employed by the Missouri Public Service Commission (MoPSC or Commission) as a supervisor in the Telecommunications Department. I have general supervisory responsibility for staff recommendations pertaining to tariff filings, certificate applications, interconnection agreements, and telephone company mergers and acquisitions. In conjunction with other staff persons, I provide staff recommendations on a wide variety of other matters before the Commission including rule makings, complaints filed with the Commission, and Commission comments to the Federal Communication Commission (FCC). My duties have also involved participation as a member of the Commission's Arbitration Advisory Staff, which is comprised of subject matter experts who assist an arbitrator in disputes involving the Federal Telecommunications Act of 1996. Lastly, I participate in and coordinate special projects, as assigned by management. Examples of special projects include Case No. TW-2004-0324, a Study of Voice over Internet Protocol in Missouri, and Case No. TW-2004-0471, a Commission-appointed Task Force to study expanded local calling in Missouri. As necessary and appropriate, I also provide assistance to the

Commission, upper management, and members of the General Assembly on legislative matters.

Q. What is your education and previous work experience?

A. I received a Bachelor of Science degree with a major in economics from Lincoln University in Jefferson City, Missouri. A copy of relevant work history is attached as Schedule 1.

Q. Have you previously testified before the Commission?

A. Yes, a copy of previous testimonies is attached as Schedule 2.

Q. What is the purpose of your Rebuttal Testimony?

A. My rebuttal testimony is responsive to the various direct and rebuttal testimonies that have previously been filed in this case. Additionally, my rebuttal testimony sets forth the Telecommunications Department Staff (Staff's) recommendations for the Commission in this matter.

EXECUTIVE SUMMARY OF THE PARTIES' POSITIONS:

Rebuttal: Overview of Socket's position:

Q. Please provide an executive summary of Socket's positions in this case.

A. Pursuant to numerous statutes, rules, and the dispute resolution process set forth in Article III of the CenturyTel/Socket Interconnection Agreement, Socket Telecom LLC (Socket) has filed a complaint alleging that CenturyTel of Missouri, LLC and Spectra Communications Group, LLC d/b/a CenturyTel (collectively, "CenturyTel") have refused to fulfill Socket's orders to transfer existing customers' telephone numbers from CenturyTel to Socket. Transferring telephone numbers involves a process commonly referred to as telephone number "porting". Although Socket's testimony alleges numerous instances of

such refusal, its complaint is focused on two specific instances involving telephone numbers currently in use. One customer, Socket Holdings Corporation, is an Internet Service Provider (ISP) affiliated with Socket Telecom, and is located in Willow Springs, Missouri. Another customer is a non-affiliated ISP and is located in Ellsinore, Missouri. In bringing forth this complaint, Socket acknowledges that the customers in question are physically moving from one location to another outside the customer's existing telephone exchange area which, in this instance, may also be referred to as a "rate center"[1]. Various names are given to the arrangements that permit customers to have telephone numbers that are assigned to one exchange area, yet permit the customer to be physically located in another. Such names include Foreign eXchange service, Virtual NXX service, and Out of Calling Scope service.[2,3] According to Socket, CenturyTel's refusal to complete telephone number porting requests prevents customers from simultaneously changing telephone service providers *and* retaining their existing telephone numbers. Although Socket asks the Commission to address the specifics of its Complaint, Socket also requests the Commission more globally address CenturyTel's overall policy of fulfilling Socket's orders to port telephone numbers. According to Socket, CenturyTel's refusal to port the numbers is a violation of the Federal Communications Commission's (FCC) rules (specifically, 47 CFR 52.21), the Parties' Interconnection Agreement (specifically, Article XII), federal law (specifically, Section

[1] There are 701 telephone exchange areas in Missouri comprising 720 telephone rate centers. With the exception of the Kansas City, Springfield, and St. Louis Metropolitan Telephone Exchanges, the other 698 telephone exchange areas in Missouri are always synonymous with a rate center. The Kansas City Metropolitan Telephone Exchange currently contains 5 rate centers; The Springfield Metropolitan Telephone Exchange currently has 7 rate centers; and the St. Louis Metropolitan Telephone Exchange currently has 7 rate centers. Previously, 7 rate centers were consolidated into the Kansas City rate center and one rate center was consolidated into the Liberty rate center in the Kansas City Metropolitan Telephone Exchange in Case No. TO-2000-374; and 7 rate centers were consolidated into the Ladue rate center in the St. Louis Metropolitan Telephone Exchange in Case No. 99-14. No rate center consolidation has occurred in Springfield.

[2] Foreign Exchange service and V-NXX service are defined in Sections 1.46 and 1.131, respectively, in Article II of the CenturyTel/Socket Interconnection Agreement. A copy of the relevant pages is attached as Schedule 3.

[3] An example of Out of Calling Scope service is CenturyTel's Integrated Services Digital Network-Primary Rate Interface Out of Calling Scope service. A copy of the relevant tariff sheets is attached as Schedule 4.

251(b)(2)), and the industry guidelines and procedures set forth by the North American Numbering Council (NANC) (Kohly direct testimony: page 9, line 7).

As a result of discussions and other communications between the two companies, Socket is aware of the reasons for CenturyTel's refusal to port the telephone numbers and, in particular, the potential for dial-up ISP traffic volumes to cause network congestion. In response, Socket stridently maintains that number porting obligations are separate and distinct from network capacity considerations (Kohly direct testimony; page 31, line 5). Socket also challenges the legitimacy of certain CenturyTel network congestion claims and points to the Boss, Missouri situation, requiring only six DSOs, as an example (Kohly page 32, line 19). Socket maintains that there are no provisions in the Interconnection Agreement which permit CenturyTel to refuse to process number port orders on the grounds that CenturyTel lacks the necessary equipment capacity and, in any regard, the FCC has "made clear" that such issues are not a basis for denying a number port (Kohly direct; page 17, line 1). Socket nevertheless responds to CenturyTel's network capacity defenses by stating that it is "willing to address those issues" to the extent Socket's request involves "legitimate network issues…" (March 19th Complaint, paragraph 20).

Because this matter directly involves service quality to customers, Socket has requested the Commission resolve these issues in an expedited manner. Specifically, Socket requests the Commission immediately direct CenturyTel to complete the pending port order submitted on October 30, 2006 for its Ellsinore customer, and the order submitted on February 23, 2007 for its Willow Springs customer. Socket represents that the Commission has the authority and jurisdiction to address these matters pursuant to, among other citations,

the Communications Act of 1934, as amended by Section 251(d)(3) of the Telecommunications Act of 1996 (the Act).

Rebuttal: Overview of CenturyTel's position:

Q. Please provide an executive summary of CenturyTel's positions in this case.

A. CenturyTel responds to Socket by urging the Commission to reject and dismiss Socket's complaint. CenturyTel states that Socket's porting requests are not legitimate because Socket seeks a particular type of number portability known as location portability, which CenturyTel maintains it is not legally obligated to provide. CenturyTel states that it is refusing to port the telephone numbers because doing so would "revolutionize" the definition of "service provider portability" as defined by the FCC (Penn rebuttal testimony; page 7, line 22). CenturyTel further states that Socket's request clearly meets the definition of a geographic port, which CenturyTel alleges it is not required to provide. Lastly, CenturyTel states that Socket's actions represent an attempt to rewrite the FCC's rules on number porting in a manner that inappropriately advantages Socket's own affiliate, while stretching the capacity of CenturyTel's interoffice telephone network to the detriment of its other customers including, in some instances, emergency telephone service (i.e. 9-1-1).

Overview of the Staff's position:

Q. Please provide an executive summary of the Staff's positions in this case.

A. The Staff has examined the various pleadings and testimonies submitted so far in this case. Additionally, the Staff has examined relevant portions of the Act, FCC rules, various industry practices, and the CenturyTel/Socket Interconnection Agreement. Given that

the Commission has just completed a Section 252 arbitration between these two parties in Case No. TO-2006-0299, in which these matters were at least partially addressed, the Staff was particularly attentive to understanding how these matters could remain unsettled. On this basis the Staff concludes the following: (1) Neither Congress nor the FCC have pre-empted the MoPSC's authority to rule for nor against CenturyTel or Socket in this matter; (2) Matters which are the focus of this complaint were generally addressed by the Commission previously in Case No. TO-2006-0299; (3) While the Act and the FCC (through its rules and policy statements) set forth a general number portability framework, the CenturyTel/Socket Interconnection Agreement offers a more specific framework for deciding the issues in this case.

In the Staff's opinion, the crux of this case may be addressed by examining the extent to which CenturyTel may be obligated to port telephone numbers that will be used in a virtual configuration (i.e. V-NXX). The first question the Commission needs to determine is whether V-NXX service should be considered an exchange service or an interexchange service. This question is important because if it is an exchange service, V-NXX is subject to certain interconnection obligations of CenturyTel whereas, if it is an interexchange service, it is not. Based upon the Parties' Interconnection Agreement, which was an outcome of arbitration in Case No. TO-2006-0299, the Staff suggests V-NXX is an exchange service. If the Commission decides that the V-NXX service that is the subject of this dispute is an exchange service, the main issue in this case may be subdivided into two separate questions as follows: (1) Is CenturyTel in violation of the Interconnection Agreement by refusing to *transport* the Virtual NXX (V-NXX) traffic in question to a single Point of Interconnection and; (2) Is CenturyTel in violation of the Interconnection Agreement by refusing to *port* to Socket the

V-NXX telephone numbers in question? As to the first question, the Staff suggests CenturyTel may be in violation of Section 4 of Article V of the Socket/CenturyTel Interconnection Agreement.[4] Essentially, this section holds that Socket may choose a single Point of Interconnection (POI) on CenturyTel's network in each Local Access Transport Area (LATA), and that each party is responsible for delivery of traffic on its side of the POI. The traffic covered by this arrangement is that traffic "covered by [the] Agreement" (Section 4.1). Section 9.2.3 clearly contemplates V-NXX traffic as being covered in the Agreement. Equally clear is CenturyTel's obligation to "prove to the Commission that interconnection at that point [the POI] is no longer technically feasible" (Article V, Section 4.2). In the Staff's opinion, CenturyTel has simply not met its burden to demonstrate the technical infeasibility of Socket's request.

As to the number porting dispute addressed in question two, the Staff again suggests that CenturyTel may be in violation of the Interconnection Agreement. While general references to number porting are made in the Interconnection Agreement in Article III, specific requirements concerning number portability are set forth in Article XII.[5] In particular, Section 3.2.1 of Article XII holds that number portability between Socket and CenturyTel will be provided to each other as required by FCC Orders *or industry agreed-upon practices* and, Section 6.4.4 holds that *industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.* It may be noteworthy that the language in Sections 3.2.1 and 6.4.4 of Article XII was language negotiated between the parties and not language ordered by the Commission as a result of the arbitration in Case No. TO-2006-0299.

[4] A copy of Article V of the CenturyTel/Socket Interconnection Agreement is attached as Schedule 5.
[5] A copy of Article XII of the CenturyTel/Socket Interconnection Agreement is attached as Schedule 6.

The Staff acknowledges that the Socket/CenturyTel Interconnection Agreement does refer generally to the Act (and by extension, to the FCC), which, in the Staff's opinion, *does not require* any form of location portability such as that requested by Socket; however, the Agreement also requires the parties to adhere to industry practices, which the Staff conclusively finds to have dramatically leapfrogged the FCC's rules in the matter. Specifically, both CenturyTel and Socket's testimony (Smith rebuttal; page 5, lines 1-19; Kohly direct; page 35, line 1) indicate widespread instances of location (also called "geographic") telephone number porting. This, in and of itself, is sufficient for the Commission to conclude that "industry practices" do exist, and that the FCC's rules do not address all forms of number portability permitted under the CenturyTel/Socket Interconnection Agreement. Moreover, Socket's testimony (Kohly direct; page 44, line 12) indicates that the telephone industry in Missouri does engage in the practice of location porting of V-NXX telephone numbers, a fact which has not been disputed by CenturyTel's witnesses. In addition to "every C-LEC that Socket has dealt with", the specific examples cited include AT&T Missouri and Embarq, which are incumbent local exchange carriers. Additionally, considerable evidence of such industry V-NXX location number porting is supported by Socket responses to Staff data request number five, which is attached as Schedule 10. Lastly, CenturyTel does not deny Socket's assertion that "CenturyTel is the only local exchange company" encountered by Socket who takes the position that it is not obligated to port telephone numbers so long as the call rating does not change. In conclusion, and in addition to the Staff's opinion that CenturyTel has not demonstrated technical infeasibility, the Staff suggests that CenturyTel's policies are not consistent with industry practices in Missouri.

REGULATORY CLASSIFICATION OF V-NXX AS IT PERTAINS TO THE CENTURYTEL/SOCKET INTERCONNECTION AGREEMENT:

Rebuttal: an Overview of FX lines:

Q. Describe the Parties' characterizations of FX lines, and summarize the Staff's agreements and disagreements to the witnesses' testimony on this subject.

A. Socket devotes considerable discussion to Foreign eXchange (FX) telephone service (Kohly direct testimony: pages 35-40), which Socket maintains has been around "for years". Socket states that FX service is also called Out of Calling Scope service and under the Socket/CenturyTel Interconnection Agreement, is called Virtual NXX Traffic (V-NXX) (Kohly direct testimony: page 35, line 25). In the Staff's view, Socket seeks to compare traditional FX service with V-NXX service in order to persuade the reader of the similarities. According to Socket, a "key fact" in understanding V-NXX call routing (Socket characterizes this as "FX" traffic) is that call routing is exactly the same for CenturyTel regardless of whether Socket assigns a new telephone number for the ISP, or whether Socket ports the number from CenturyTel. As such, CenturyTel's obligations and its costs are the same to deliver the call to Socket irrespective of whether the call is ported or a new number is assigned by Socket (Kohly direct testimony: page 38, line 5; page 39, line 5). According to Socket, FX service permits the customer to remain assigned to the same rate center even though the customer may physically reside in another rate center, so the rating of calls remains the same, as does the local calling scope of the FX (V-NXX) subscriber (Kohly direct testimony: page 37, line 15). Staff's reading of Socket's description of FX service leads Staff to conclude that Socket sees very little, if any, differences between the traditional FX

service offered by CenturyTel, and the V-NXX (or "FX-like", or "Out-of-Calling Scope Option", or simply "FX") service offered by Socket.

Conversely, CenturyTel seeks to dissuade the reader from concluding similarities between V-NXX service and Foreign eXchange service. CenturyTel points to private line costs associated with FX service, but not with Socket's V-NXX service, as one difference in FX and V-NXX service (Furchtgott-Roth rebuttal testimony: page 12, line 9). Another difference includes the omission of FX service from the FCC's number portability rules (Furchtgott-Roth rebuttal testimony: page 12, line 11). As does Socket witness Kohly, CenturyTel's Susan Smith devotes approximately five pages of testimony to her description and accounts of FX service (Smith rebuttal testimony: pages 5-10). Ms. Smith states that Socket's offering is really an interexchange service arrangement that masquerades as an FX service (Smith rebuttal testimony: page 7, line 9) which results in an inappropriate shifting of costs to entities other than those receiving the service (Smith rebuttal testimony: page 7, lines 16-21; page 4, line 26). Ms. Smith concludes that Socket's service is not FX service for three primary reasons: (1) Unlike traditional FX service, Socket's V-NXX service does not provide a dedicated line to the end user; rather, Socket proposes that it receive an "open ended" service that congests CenturyTel's network and, (2) FX is a "two-way" service whereas Socket proposes V-NXX service involving one-way incoming-only service and, (3) unlike traditional FX service that assigns only one local calling scope, V-NXX service could permit a customer to have numerous local calling scopes through the assignment of "multiple numbers from multiple rates (sic) centers at one customer location….." (Smith rebuttal testimony: page 8, line 5).

From the Staff's perspective, the comparison between FX lines and V-NXX lines is relevant to this case, and the Staff believes that a fundamental understanding of the similarities and differences is essential. The Staff agrees with Socket that its V-NXX service shares many of the same characteristics with traditional FX service including, most importantly, the facts that (1) a subscriber may physically reside in one exchange area while receiving telephone service from another exchange area and, (2) as proposed by Socket, call rating is the same for V-NXX service as with FX service.

The Staff also agrees with some of the differences as pointed out by CenturyTel. In particular: (1) traditional FX service is paid for by end-users in a manner that requires the end-user to purchase a facility *all the way* to the distant (or "foreign") central office and (2) traditional FX service usually contemplated that the purchaser would make outgoing calls as well as receive incoming calls (characterized by CenturyTel as "two-way" service), whereas the two customers who are the focus of the instant complaint only wish to receive incoming telephone calls in the form of dial-up Internet service.[6]

Q. Why do you believe the witnesses for CenturyTel and Socket have given so much attention to the discussion of FX lines in their testimony?

A. Among many other matters, the 1996 Congressional Telecommunications Act established specific obligations on the part of incumbent local exchange carriers such as CenturyTel. Specifically, Section 251(c) (2) (A) establishes a duty on CenturyTel to interconnect with other telephone companies for the transmission and routing of telephone

[6] Mr. Kohly's description of CenturyTel's FX service to Computer Magic in Prairie Home would tend to belie CenturyTel's assertion that FX service is always "two-way" (Kohly direct testimony: page 37, lines 1-5 and page 24, line 6). Moreover, the definition of FX service shown in Section 1.46 of Article II of the CenturyTel/Socket Interconnection Agreement includes an example that is both "two-way" and "terminating only".

exchange service and exchange access at any technically feasible point within the carrier's network. The central question in this case is whether the V-NXX service described in the Parties' Interconnection Agreement is an "exchange service" or an "interexchange service." If it is an exchange service, then it is subject to the congressional requirements; if it is an interexchange service, it is not. Socket exhorts the Commission to view V-NXX as an exchange service; CenturyTel exhorts the Commission to view it as an interexchange service. By way of example, both parties use existing FX service in support of their positions: First, Socket - by pointing out the similarities and then, CenturyTel, in rebuttal, - by pointing out the dissimilarities.

Q. Is FX service an exchange service?

A. Yes it is. CenturyTel's PSC Mo. No. 1 General and Local Exchange Tariff describes Foreign Exchange Service as "an *exchange service* furnished to a customer from an exchange other than the one in which he is located (emphasis added)." AT&T Missouri's P.S.C. Mo. No. 29 Tariff describes Foreign Exchange Service as "[E]xchange service furnished by means of a circuit connecting a customer's service point to a primary serving office of another exchange." I have attached the relevant tariff sheets as Schedule 7.

An example of FX service:

Q. Do you have an example of FX service?

A. Yes. Attached to my testimony is Schedule 8, which shows a real life usage example of FX service. The example, while dated, is a Yellow Page advertisement for Beck Motor Company in Freeburg, Missouri. Freeburg is an ATT-Missouri exchange located approximately 30 miles from Jefferson City, which is an Embarq exchange. The FX telephone number for Beck Motors was 635-5206, and is no longer in service. The motor

company used this FX telephone line to permit subscribers in Jefferson City to call toll free to Beck Motors in Freeburg, and for Beck Motor Company personnel to call toll free to telephone subscribers in Jefferson City (and, via EAS arrangements, the surrounding area as well[7]). The calls between Jefferson City and Freeburg were deemed "local" in nature because the calling and called numbers had the same rating points – *not because of their physical location*. Even if a caller in Columbia dialed the Jefferson City FX number, the caller would only pay toll charges to Jefferson City, and not to Freeburg, which is a greater distance from Columbia. Moreover, if, for example, CenturyTel Long Distance Company served the customer in Columbia who originated such a toll call, CenturyTel Long Distance would pay switched exchange access charges based on the Embarq Jefferson City rate(s), and not the ATT-Missouri Freeburg rate(s). This example serves to demonstrate how the physical end points of a telephone call have no bearing on its jurisdictional classification and associated intercarrier compensation. Rather, the jurisdiction and associated intercarrier compensation is determined by the vertical and horizontal rating points of the telephone numbers involved.[8] Indeed, that is their very purpose.

Rebuttal: Jurisdiction and compensation are determined by rating points, not the physical end points:

Q. Ms. Smith states that the originating and terminating location of end-users has always defined the jurisdictional nature of a telephone call, and when two end-users are located outside of a single local calling area, "the applicable intercarrier

[7] Through what is known as Extended Area Service "routes", subscribers in Jefferson City and 7 surrounding communities (or, exchange areas) receive EAS to each other for a nominal flat-rate monthly fee. In Missouri, there are approximately 134 EAS rate plans involving approximately 1,583 "EAS routes."

[8] This is true even though the subscriber's private line leasing rates referenced on page 12 of line 9 of Dr. Furchtgott-Roth's rebuttal testimony are based on the vertical and horizontal rating points between Jefferson City and Freeburg. Ms. Smith also explains this on page 6, line 20 of her rebuttal testimony.

compensation arrangement is originating access charges" (Smith rebuttal testimony: page 11, lines 16-19). Ms. Smith implies that Dr. Furchtgott-Roth concurs in the notion that "the location of the calling and called parties" serves to determine the jurisdiction of telephone calls (Smith rebuttal testimony: page 11, line 7).[9] What is your response?

A. With respect, I would have to say that such statements represent an over generalization of the North American telephone network. As the FX usage example of Beck Motors shows, it is the telephone rate center that forms the basis of legal and regulatory treatment, and the associated intercarrier compensation scheme, not the physical end points of the telephone connection.[10]

Q. Is V-NXX service an exchange service?

A. In the Staff's opinion, the particular type of V-NXX service described in the CenturyTel/Socket Interconnection Agreement is an exchange service and not an interexchange service.[11] This is particularly true because the NPA-NXX rating points do not change. If Socket's V-NXX service was an interexchange service, exchange access charges would apply, which clearly is not the case with the CenturyTel/Socket Interconnection Agreement. Whether state commissions could assess exchange access charges to "interexchange VNXX ISP-bound calls" is an issue that was addressed by the Commission in the recent CenturyTel/Socket arbitration under Issues 7 and 10. In deciding this issue the Commission stated: "Thus, despite CenturyTel's claims that the ISP Remand Order is clear,

[9] Dr. Furchtgott-Roth uses the example of a call to China (Rebuttal testimony: page 16, line 17).
[10] There are even instances when telephone calls may begin in one state and end in another state that do not constitute an interstate telephone call, and therefore, are not subject to FCC jurisdiction. In *Southwestern Bell Telephone Co. v. United States et al., 45 F.Supp 403 (W.D. Mo 1942),* the FCC attempted to exert jurisdiction of interzone calls traversing between Missouri and Kansas. The court ruled that the FCC was without jurisdiction to regulate such interstate activity.
[11] The Staff is not expressing an opinion on "nomadic" V-NXX service that are not directly connected to the PSTN, such as that used by Vonage and similar carriers.

the Court, and event the FCC itself, state the Order is not clear. Therefore, the Commission finds bill and keep will apply to virtual NXX traffic."[12]

Q. If the Commission disagrees with your opinion that Socket's manner of provisioning V-NXX service is an exchange service, and finds V-NXX to be an interexchange service, how will such a decision impact this case?

A. From the Staff's perspective, Socket's method of provisioning V-NXX is already considered an exchange service pursuant to the CenturyTel/Socket Interconnection Agreement. The regulatory treatment of such traffic appears to have been decided by the Commission in the Socket – CenturyTel arbitration in Case No. TO-2006-0299. As demonstrated in Schedule 9, this seems particularly true in matters pertaining to intercarrier compensation. However, if the Commission were to find in this case that Socket's V-NXX service was an interexchange service, and in particular if it were to find such traffic subject to exchange switched access charges, the Commission would be deciding in favor of CenturyTel, Socket's complaint should be denied, and this case should be closed.

LOCAL NUMBER PORTABILITY ISSUES:

Q. Mr. Voight, what kind of market forms the basis of Socket's complaint in this case?

A. Although Socket asks the Commission to address CenturyTel's telephone numbering policy in general, the two specific requests involve one aspect of local exchange telecommunications service known as "dial-up" Internet access service. There are two Internet Service Providers involved in Socket's complaint: One, Socket Holdings Corporation, requests its dial-up Internet access lines in Willow Springs be switched from

[12] Final Commission Decision; June 27, 2006, Case No. TO-2006-0299. A copy of the relevant page is attached as Schedule 9.

CenturyTel to Socket Telecom. The other request involves a non-affiliated Internet Service Provider in Ellsinore, who wants to switch its dial-up lines from CenturyTel to Socket Telecom. These Internet Service Provider access lines are then used by Internet subscribers to "dial-up" the Internet utilizing a seven-digit telephone number, and what is deemed the Public Switched Telephone Network.

Rebuttal: Location portability exists absent FCC authorization:

Q. Please respond to the issue regarding the ability of customers to port telephone numbers from one physical location within a telephone exchange area (a/k/a rate center) to another. Please respond to the statements of prior witnesses and provide the Staff's opinion on this subject.

A. Both CenturyTel and Socket openly acknowledge the practice whereby telephone companies engage in "location portability" (i.e. the ability of end-users to keep their same telephone number when moving to another physical location within a rate center) even though there are no state or federal rules or policies either permitting or requiring them to do so. Ms. Smith also states that CenturyTel would port an existing number to Socket even if the customer was moving within an exchange because CenturyTel "would allow its own customers to keep a number if moving within an exchange" (Smith rebuttal testimony: page 5, line 1)[13]. Ms. Smith explains that this has been industry practice for decades, and that such precedence "predated the portability obligations of the Act" (Smith rebuttal testimony: page 5, line 13). Socket witness Kohly acknowledges that CenturyTel ports numbers to Socket

[13] Socket appears to question even this CenturyTel policy due to events that occurred in Willow Springs. Apparently, if facilities are in short supply to provide interoffice transport, they will also be in short supply to provide unbundled network elements such as Enhanced Extended Loops. (Kohly direct testimony: page 17, line 17 through page 18, line 6).

when customers move, so long as the customer is not physically moving outside the exchange area (Kohly direct testimony: page 8, line 16; page 33, line 20; page 34, line 20).

Although Dr. Furchtgott-Roth asks whether customers have been able to retain numbers in some circumstances when they move from one house or building to another, he never directly answers the question (Furchtgott-Roth rebuttal testimony: page 9, line 24). In contrast to the testimony of Socket witness Kohly and CenturyTel witness Smith, Dr. Furchtgott-Roth characterizes "no retention of number when moving" as the "normal situation" and offers the FCC's website as proof (Furchtgott-Roth rebuttal testimony: page 10, lines 10-22). Dr. Furchtgott-Roth states that the FCC has declined to adopt location portability regulations, even within the same exchange area (rebuttal testimony: page 10, lines 3, 24), and states that the FCC reserves the prerogative in the future to mandate location portability, but that it has never exercised that prerogative. Dr. Furchtgott-Roth states that even if Socket's customer were moving to a different location within the Willow Springs exchange, such would be location porting, which is not mandated by federal statute or rule (rebuttal testimony: page 14, line 9). Similarly, Dr. Furchtgott-Roth states that there appear to be no legal obligations on a carrier to permit a customer to retain their telephone number when changing locations (rebuttal testimony: page 10, line 6).

From the Staff's perspective, these candid admissions of Ms. Smith on the one hand, and Dr. Furchtgott-Roth's statements on the other, represent an attempt by CenturyTel to make the law work in instances it agrees with, and not work in instances it disagrees with. Given that call rating will not change in any circumstance, CenturyTel should either agree that location portability is legal and grant Socket's request - or it should state that location portability is not legal, and cease providing it in any circumstance (CenturyTel could also

petition the Commission for a rule permitting it to do so). Staff respectfully suggests that CenturyTel's position on this matter is an attempt to have it both ways. Staff is also mindful that both AT&T Missouri and the other large incumbent carrier in Missouri, Embarq, appear to have adopted a policy of porting V-NXX numbers so long as the call rating remains the same (Kohly direct testimony: page 44, line 12; Kistner direct testimony: page 9, line 15; Socket responses to Staff data request No. 5, attached as Schedule 10).

Rebuttal: Staff response to the parties' description of FCC rules:

Q. Please respond to the issue regarding the FCC's number porting rules. Please respond to the statements of prior witnesses and provide the Staff's opinion on this subject.

A. Socket witness Kohly represents that the FCC's number porting rules require CenturyTel to port the numbers at issue in this case, and has characterized CenturyTel's refusal to do so as "unlawful" (direct testimony: page 8, line 20) and "contrary" to the Act, FCC orders and rules, and industry practices (direct testimony: page 34, line 1). Mr. Kohly cites to the FCC's number portability rules in 47 CFR 52.21 and to Section 47 USC 251(b)(2) as the authority by which CenturyTel is required to grant Socket's request (direct testimony: page 7, lines 7-17). Mr. Kohly states that the Commission must determine what is meant by the term "Location Portability" and the phrase "at the same location" and states that the interpretation advanced by Socket is consistent with FCC interpretations (direct testimony: page 46, lines 3-9). Mr. Kohly opines that the phrase "at the same location" means assigned to the same rate center (direct testimony: page 8, line 7). Socket witness Kistner represents that Socket's request "is in complete accord with FCC regulations" (direct testimony: page 11, line 9). Ms. Kistner provides considerable history on the development of number

portability, and maintains that the working definition of "location" has evolved to the point where that term now means the assigned rate center, and not the physical location of the subscriber (direct testimony: page 9, line 17). Both Socket witnesses cite to FCC statements on wireline to wireless portability as support for the contention that its Willow Springs and Ellsinore requests do not constitute location portability because the rate center is not changing (Kohly direct: page 41, lines 1-18 and Kistner direct: page 8, lines 3-24).

Witness Michael Penn is an engineer whose duties include serving as CenturyTel's Portability Administrator. According to Mr. Penn's testimony, Ms. Kistner is wrong in her assertion that a new and more expansive definition of "physical location" has evolved for wireline-to-wireline portability (Penn rebuttal testimony: page 4, line 14). Similarly, CenturyTel witness Furchtgott-Roth counters Socket's claim that its request is anything more than a request for location portability (rebuttal testimony: page 14, line 12 and footnote 11). Moreover, Dr. Furchtgott-Roth: (1) insists that the definition of "location portability" has not changed and that nothing in the FCC's rules leads to a conclusion that "location" has anything to do with rating or routing information (rebuttal testimony: page 13, line 13); (2) dismisses Socket's contention that the FCC's rulings on wireless portability have anything to do with wireline portability (rebuttal testimony: page 14, line 2) and (3) disagrees with Ms. Kistner's contention that FCC rules cover change of location (rebuttal testimony: page 14, line 16).

From the Staff's perspective, in the 1996 Act the Congress defined number portability between carriers to include retention of telephone numbers at the same physical location. Approximately ten years ago, the FCC promulgated number porting rules pursuant to Section 251(b)(2) of the 1996 Act. In so doing, the FCC only mandated number portability to include

retention of telephone service at the same physical location. It is the Staff's opinion that as a practical matter, the industry (at least in Missouri) has obviously moved towards a definition of location portability that centers around a telephone rate center. In this regard the Staff agrees with Ms. Kistner. However, as a federal matter, the Staff tends to agree with what it understands is Dr. Furchtgott-Roth's position: The federal definition of location portability for landline telephone service has not morphed into something different than the customer's physical location, and there are no specific FCC regulations requiring CenturyTel to honor Socket's porting request in this case.

In conclusion, the Staff does not find anything in either argument particularly persuasive. Given that neither the Congress nor the FCC has pre-empted its ability to do so, the Staff recommends the Commission exercise its prerogative pursuant to Section 251 (d) (3) and order CenturyTel to fulfill the port requests at issue in this proceeding. In doing so, the Commission should recognize those aspects of Article XII of the CenturyTel/Socket Interconnection Agreement which acknowledge the significance and importance of following industry practices and guidelines when porting numbers from one carrier to another.

Rebuttal: Staff response to FCC website:

Q. What is your response to the testimony of Dr. Furchtgott-Roth (rebuttal testimony: page 10, line 13) and Susan Smith (rebuttal testimony: page 4, lines 1-19) that illustrates the FCC website description of number portability?

A. The Staff thinks the FCC should update its website. The descriptions given by both the CenturyTel witnesses and the FCC are misleading for at least two reasons. First, because the examples shown only address the narrow definition of "long-term telephone number portability" (which has a specific meaning within the Act), the FCC's website gives

the impression that subscribers cannot keep the same telephone number when moving "across town." The Staff respectfully disagrees with this notion. Of the approximately 1,501 "towns" in Missouri,[14] the testimony in this case not only demonstrates that subscribers in all Missouri towns are permitted to keep their telephone numbers when moving across town (likely even if they do switch local service providers), but that such ability has existed "for years". Staff respectfully suggests that use of the FCC's website information is misleading in this regard.

The examples shown are also misleading because they only refer to Congress' mandate to provide service provider portability – they do not inform the reader of the location portability practices that obviously have become common place in the industry today, irrespective of the actions of the Congress and the FCC. As Ms. Kistner has stated: "…it has not been necessary for state commissions to take [number porting] actions" (direct testimony: page 12, line 3). As Dr. Furchtgott-Roth has stated: "Details of those plans [a workable LNP architecture] were largely left to *local exchange carriers and state commissions* (emphasis added)" (rebuttal testimony: page 13, line 7). The Staff's main critique of the FCC website examples cited by Dr. Furchtgott-Roth and Susan Smith is that they could easily be misread as prohibiting location portability unless specifically mandated by the central government.

Rebuttal: Staff response to the competitive intent of the Congress:

Q. Please respond to the issue involving what has been characterized as the intent of the Congress to insist on local number portability as one means to promote local telephone competition.

A. Socket (Kistner direct testimony: page 11, line 10; page 6, line 22; page 5, line 15, and page 4, line 1; and Kohly direct testimony: page 6, line 19; footnote 3; page 20, line

[14] This number is taken from the 2004 Missouri Department of Transportation highway map.

17) maintains that its requests are in keeping with the pro-competitive provisions in the Act. According to Socket, the customers involved in this dispute have a right to change carriers and keep their telephone numbers under the pro-competitive policies of Missouri and the Nation. CenturyTel does not appear to deny the significance of number portability relative to congressional intent to promote local telephone competition (Furchtgott-Roth rebuttal testimony: page 9, line 6; page 14, line 18; page 15, line 2, and Penn rebuttal testimony: page 8, line 6). However, CenturyTel states that Congress only intended to enable competition for a customer in a specific location, and that neither Congress nor the FCC authorizes telephone number portability that includes moving from one location to another (location portability). Lastly, CenturyTel maintains that the FCC does not have authority to write rules to achieve specific market outcomes, and that unpredictable and unlawful interpretations of the Act have undermined both the Act and business and consumer confidence in a competitive industry. CenturyTel maintains that granting Socket's request under the guise of Section 251(b)(2) would undermine the Act (Furchtgott-Roth rebuttal testimony: page 9, lines 15-23; page 15, lines 2-6).

Rebuttal: Staff response to loop facility requirement:

Q. Please respond to the issue regarding a requirement to have loop facilities in place prior to porting a telephone number, and provide the Staff's opinion on this subject.

A. According to Socket, CenturyTel not only insists that Socket obtain telephone numbering resources, but it also insists that Socket "demonstrate" the existence of loop facilities in the exchange areas where Socket wishes to port telephone numbers (Kohly direct testimony: page 18, line 12, page 20, line 4). As with thousand-block number assignments,

Socket states that CenturyTel is the only carrier that Socket interconnects with that has such a policy (Kohly direct testimony: footnote 33). Socket maintains that its loop facilities are really "none of CenturyTel's business" (Kohly direct testimony: page 20, line 7). Socket maintains that CenturyTel's "willingness" to port telephone numbers is not at all related to loop facilities; rather, CenturyTel seeks to have Socket pay for facility transport on CenturyTel's side of the Point of Interconnection (Kohly direct testimony: page 20, line 11). According to Socket, CenturyTel's actions are an attempt to regain the issues it lost last year in Case No. TO-2006-0299 (Kohly direct testimony: page 20, line 18).

To the Staff's knowledge, the CenturyTel/Socket Interconnection Agreement contains no provisions that would permit CenturyTel to insist on a showing by Socket that it has loop facilities in order for CenturyTel to port a telephone number. The Staff has sent Data Requests No. 34, 35, and 36 to CenturyTel seeking to clarify the company's policy regarding its competitors' loop facilities. Staff reserves a right to respond further based on the answers it receives.

Rebuttal: Staff response to the LNPA-WG issue:

Q. Please respond to the issue regarding the Local Number Portability Administration – Working Group ("LNPA-WG"), and provide the Staff's opinion on this subject.

A. Mr. Penn (rebuttal testimony: page 5, line 3) and Mr. Kohly (direct testimony: page 28, line 18) and Dr. Furchtgott-Roth (rebuttal testimony: page 17, line 23) seem to agree that the LNPA-WG represents a forum where local number portability issues are identified, discussed, and resolutions suggested. It was created by the North American Numbering Counsel, and is a group of individuals made up of representatives from one avenue or another

of the telecommunications industry, who come together and make telephone number porting recommendations to various groups, including the FCC. The witnesses in this case all seem to agree that the decisions of the LNPA-WG are not binding on its members or any telecommunications company.

Socket presented its V-NXX (or "FX-like") number porting issue with CenturyTel at the March, 2007 meeting of the LNPA-WG (Kohly direct testimony: page 29, line 7). According to Socket, its goal in doing so was to "get some guidance" on whether its customers were entitled to have their numbers ported in a V-NXX arrangement, and "possibly use the outcome to convince CenturyTel to port the numbers in question" (Kohly direct testimony: page 29, line 3).

Socket's number porting issue was assigned Problem Identification and Management (PIM) Issue number 60, characterized as "PIM 60". CenturyTel objected to the manner in which Socket was presenting the issue to the group, and felt clarification was necessary for the LNPA-WG to make an informed decision. In presenting the issue, CenturyTel felt that Socket failed to mention that the customer's physical location was moving to a different rate center from the original ported number (Penn rebuttal testimony: page 7, lines 17-20).

Staff notes that both Sections 3.2.1 and 6.4.4 of Article XII of the CenturyTel/Socket Interconnection Agreement contemplate "industry agreed-upon practices" and "industry guidelines" be adhered to by the Parties when they engage in telephone number porting. From the Staff's perspective, the outcome of PIM-60 may be significant because, even though its resolutions and advisory opinions are not binding on its members, the LNPA-WG, as a part of the NANC, represents the closest thing to a definitive standards body that one might expect to find in the area of number portability. The Staff has sent nine data requests

(DRs 24-32) to CenturyTel requesting additional information about industry guidelines and PIM 60. The Staff reserves the right to analyze those responses and supplement this testimony accordingly, and as might be appropriate.

Rebuttal: Staff response to the issue involving premature telephone number exhaust:

Q. Please respond to the issue of premature telephone number exhaust, and provide the Staff's opinion on this subject.

A. Socket states that CenturyTel insists that Socket obtain telephone numbering resources in every exchange in which Socket wishes to port telephone numbers from CenturyTel. Otherwise, according to Socket, CenturyTel will refuse to port telephone numbers to Socket (Kohly direct testimony: page 45, line 10). As with other examples of number porting involving V-NXX telephone numbers, Socket again states that other incumbent local exchange carriers do not require this practice (Kohly direct testimony: page 45, line 15). Socket states that there are some instances where it expects to gain only a single or a few customers, and CenturyTel's insistence that Socket obtain one-thousand blocks of numbers in each exchange area is a waste of numbering resources (Kohly direct testimony: page 45, line 18). Socket states that it had to obtain one-thousands blocks for 151 additional exchanges in Missouri (Kohly direct testimony: Footnote 22).

In the Staff's view, carriers such as Socket should not have to obtain numbering resources in order to serve exchange areas unless they are needed and, to the extent it may have occurred, CenturyTel should not be permitted to unilaterally impose such a requirement on another carrier. Socket's testimony indicates that it had to obtain approximately 151,000 additional telephone numbers simply to satisfy CenturyTel's insistence that it do so. In the Staff opinion, such depletion of numbering resources is counter to the spirit if not the letter of

Commission rule 4 CSR 240-37.050. This section of MoPSC code requires carriers to place thousands-blocks in service within six (6) months of issuance, or face reclamation of the resources unless an extension is granted by the MoPSC. The Staff has sent Data Request Number 8 to Socket and, based on the response thereto, the Staff reserves the right to comment further on this subject.

Rebuttal: Staff response to the issue of FCC wireless porting decisions:

Q. Please respond to the issue regarding the relevance of the FCC's wireless number portability decision(s) on this case, and provide the Staff's opinion on this subject.

A. The FCC has ordered implementation of wireline to wireless number portability in a manner that lends credence to Socket's argument that its request does not constitute location portability. This is because the rating of calls to the ported number remains the same (Kohly direct testimony: page 41, lines 4-15; and Kistner direct testimony: page 8, lines 17-24). Socket maintains that the FCC's analysis of location portability is relevant to its instant case because the definition of location portability should be the same in either case (wireline or wireless), (Kohly direct testimony: page 41, line 17).

Not surprisingly, CenturyTel takes a different approach to the FCC's decisions on wireline to wireless number porting. Dr. Furchtgott-Roth states that rules governing porting numbers to wireless subscribers do not create location porting for wireline customers (rebuttal testimony: page 14, line 2).

The Staff finds the FCC's conclusions on wireless number portability to be instructive but not on point in wireline porting situations.

Rebuttal: Staff response to the Firm Order Commitment process:

Q. Please respond to the issue regarding the process used to facilitate number portability between the two carriers in this case. Please respond to the statements of prior witnesses and provide the Staff's opinion on this subject.

A. From the Staff's perspective, it appears obvious that there is much disagreement between CenturyTel and Socket over many aspects of the requirements to port telephone numbers. Apparently, the two sides cannot even agree on fundamental items such as a working understanding of the meaning of a Firm Order Commitment (FOC). Mr. Kohly cites to CenturyTel's Process Flow as proof that "facilities to complete the order" are available prior to the establishment of a FOC (Kohly direct testimony: page 12, lines 3-20). On the other hand, CenturyTel sites to Newton's Telecom Dictionary as proof of "the realities" that a FOC does not necessarily mean that facilities are available (Penn rebuttal testimony: page 10, lines 8-23). CenturyTel witness Smith appears to omit discussion of facilities, and simply states that a FOC means that CenturyTel has received an order that is in the process of being worked (Smith rebuttal testimony: page 13, line 13). Other areas of disagreement between CenturyTel and Socket involve (1) the proper functions for each party relative to the National Portability Administration Center (NPAC) (Kohly direct testimony: page 21, line 1 and Penn rebuttal testimony: page 11, line 11) and (2) whether or not the Local Number Portability Administration – Working Group can issue an advisory opinion that clarifies one of its recommendations (Kohly direct testimony: page 28, line 10; Penn rebuttal testimony: page 5, line 22 and line 14; Furchtgott-Roth rebuttal testimony: page 17, line 17).

The number porting problems involving CenturyTel and Socket have led to service outages and to two significant complaints made to the Commission's customer service department. Additionally, the Staff continues to receive copies of correspondence between Socket and CenturyTel relating to upcoming porting requests, and Staff is concerned that the tenor of the communications is not conducive to problem solving, nor is it conducive to preventing future customer outages. CenturyTel states that "Socket is the only carrier we are experiencing this issue with in Missouri." (Smith rebuttal testimony: page 27, lines 1-4) and Socket states that CenturyTel is the only company that Socket has encountered who feels it is not obligated to complete Socket's V-NXX port orders (Kohly direct testimony: page 45, line 4).

At this time, the Staff is convinced that number porting between CenturyTel and Socket is on the verge of collapse, and the Staff wishes to exhort each party to redouble its efforts to engage in a business relationship in good faith designed to minimize customer down time.

SINGLE POINT OF INTERCONNECTION ISSUES:

Rebuttal: Staff response to network congestion testimony; Staff recommendation for segregated trunk groups:

Q. A lot has been said by previous witnesses about the potential for network congestion that may occur as a result of porting telephone numbers to a Single Point of Interconnection within a Local Access Transport Area. Please respond to the statements of prior witnesses and provide the Staff's opinion on this subject.

A. CenturyTel is understandably concerned about the potential for network congestion brought about by V-NXX porting of Internet traffic. In particular, it cites traffic

studies of existing configurations that it maintains will lead to congestion if the traffic is placed on its interoffice network (Smith rebuttal testimony: page 15, line 13 referencing Socket Internet, the Willow Springs customer; and page 25, lines 1-5, referencing Popular Bluff Internet, the Ellsinore customer). The Willow Springs traffic study referenced by Ms. Smith is verified by the testimony of Joye B. Anderson, a manager in CenturyTel's Network Support Center (Anderson rebuttal testimony: page 6, lines 8-23). In her testimony, Ms. Smith states that CenturyTel's inability to honor these types of requests by Socket constitutes "technical infeasibility" and would jeopardize the livelihood, health, and safety of its customers if Socket's porting requests were to be honored (rebuttal testimony: page 18, line 8).

CenturyTel's witness states that "Socket should be establishing POIs on [CenturyTel's] network for all traffic exchange, at a minimum it should be required to establish a POI when traffic is at the thresholds designated in Article V [of the Interconnection Agreement]" (Smith rebuttal testimony: page 30, line 6).

Socket's witnesses insist that the network capacity issues are not pertinent to the question of whether a request for number portability should be fulfilled (Kistner direct testimony: page 12, line 11) and, porting requests are "unrelated" to trunking capacity (Kohly direct testimony: page 31, line 5). Socket states that facility issues may as a practical matter result in a short delay in going forward with a port, but it is not grounds to withhold a port (Kohly direct testimony: page 17, line 5). Socket also states that its requests are "technically feasible" (Kistner direct testimony: page 11, line 8) and questions whether CenturyTel's capacity claims are in fact legitimate (Kohly direct testimony: page 31, line 20). By way of example, Socket cites its March, 2007 request to port six (6) DS0s in the Boss exchange and

CenturyTel's refusal to do so, citing capacity issues as the only reason (Kohly direct testimony: page 32, line 5).[15] Mr. Kohly also maintains that the CenturyTel/Socket Interconnection Agreement contains no provision permitting CenturyTel to refuse to process number porting requests on the grounds that it lacks capacity (direct testimony: page 17, line 1; page 31, line 10) and that the FCC's Intermodal Order has "made it clear" that such issues are not a basis for denying a number port (rebuttal testimony: page 17, line 7). In any regard, Socket states that it is willing to address legitimate capacity concerns (Kohly direct testimony: page 31, line 15; March 19th Complaint, paragraph 20) but that such issues should not represent excuses for CenturyTel to reargue interconnection issues that were resolved in the arbitration in Case No. TO-2006-0299.

In the Staff's opinion, Socket (Kohly direct testimony: page 32, line 20) offers the most plausible explanation for dealing with network capacity issues as follows:

> Q. How should CenturyTel address a number port that could cause legitimate capacity issues?
> A. Upon receipt of Socket's order, CenturyTel should review the order to determine if it raises capacity issues. If there are legitimate capacity issues, CenturyTel should contact Socket with information on the capacity issue and provide a plan and time frame for adding any necessary trunking on its side of the point of interconnection. This should be done promptly with the FOC process. Once the capacity is added, CenturyTel would notify Socket, we would supplement the order, and the port would be completed on the new due date.

The Staff would only add that, pursuant to Sections 4.3.3 and 4.3.4 of Article V of the CenturyTel/Socket Interconnection Agreement, Socket would be required to move its Point of Interconnection, or establish a new Point of Interconnection, should the traffic in question reach certain levels over three consecutive months.

[15] 6 DSOs is the functional equivalent of only 6 voice grade telephone lines.

Rebuttal: Staff response to POI cost issues:

Q. Please respond to the issue regarding the "cost" and interconnection obligations for CenturyTel to provide interconnection at a single Point of Interconnection, and provide the Staff's opinion on this subject.

A. Socket witness Kohly has provided Schedule MK-20 (direct testimony) which depicts what Socket considers to be CenturyTel's obligations to deliver traffic to Socket by a variety of call rating and routing scenarios. The different scenarios mainly have to do with whether Socket provides a loop to the customer, or whether it provides service via an "FX-like" arrangement and, whether Socket issues its own telephone number or ports the number in from CenturyTel. Mr. Kohly states that in all circumstances, CenturyTel is required to deliver its originating calls to the Branson, Missouri Point of Interconnection with Socket. As such, CenturyTel's interconnection obligations and costs to deliver a CenturyTel-originated call to Socket is the same, irrespective of the different routing options (Kohly direct testimony: page 39, line 5). According to Mr. Kohly, even if Socket were to serve the Willow Springs customer with Socket's own loop facilities, CenturyTel's obligations would remain the same because traffic would still be exchanged at the POI in Branson. Thus, according to Mr. Kohly, "CenturyTel cannot legitimately argue that Socket's use of FX service or porting a number when the customer subscribes to an FX Service increases CenturyTel costs in any manner." (Kohly direct testimony: page 40, lines 12-17).

CenturyTel states that its costs are increased in arrangements "where the customer moves physical locations" because it has to add new facilities in order to carry local traffic over a toll tandem trunk group. According to Michael Penn, such porting of customer

numbers to locations across rate boundaries distorts the network investment strategies of carriers such as CenturyTel (Penn rebuttal: page 8, lines 2-5).

The Staff does not disagree with the assessment of Socket insofar as it pertains to the cost of handing off Internet Access calls to Socket at the Branson POI. In the Staff's view, each Party's obligations to be responsible for traffic delivery on its side of the POI was a matter that was decided in the recent arbitration between CenturyTel and Socket in Case No. TO-2006-0299. Mr. Penn's concerns over CenturyTel's obligations to deliver traffic to Socket in Branson have nothing to do with a customer's decision to physically move locations or remain at the same location, or the decision to keep an existing telephone number or to take a new one. In either case, CenturyTel's obligation is to deliver CenturyTel-originated telephone calls to Socket at the POI in Branson. In the Staff's view, Mr. Penn's concerns may be somewhat mitigated by the fact that Socket is required to establish a POI in Willow Springs, once traffic levels hit a certain level for three consecutive months.

Rebuttal: Staff response to potential for 9-1-1 call blockage:

Q. Please respond to the issue regarding blockage of emergency telephone service (9-1-1) traffic, and provide the Staff's opinion on this subject.

A. CenturyTel states that porting Socket's Internet access lines over toll facilities will cause blockage of 9-1-1 traffic as well as toll traffic. This situation exists because certain local jurisdictions in Missouri simply do not have the funds to provide for dedicated emergency telephone facilities; rather, the "basic" 9-1-1 calls are routed over what is deemed the common facilities shared by all users of the Public Switched Telephone Network. Ms. Smith cites the reason for use of the common trunks as a lack of "enhanced" 9-1-1 service in some areas (Smith rebuttal testimony: page 29, lines 18 and 13). Ms. Smith is referring to the

situation generally in Iron, Reynolds, and Wayne Counties that do not have "enhanced 9-1-1" service. These areas rely on "basic 9-1-1" service provided by CenturyTel. In order to provide the most minimal level of 9-1-1 service, CenturyTel routes the emergency calls over the common interoffice toll trunks, rather than trunks dedicated solely for emergency telephone service applications. As the Staff understands the process, 9-1-1 dialed emergency calls are translated into 10-digit toll-free 8XX telephone numbers and routed to an interexchange carrier such as MCI, Sprint, or CenturyTel Long Distance. After switch translations are performed at the long distance carrier's facilities, the emergency calls are then back-hauled to local authorities. Commission rule 4 CSR 240-34.060 (1)(B) would appear to contemplate dedicated trunks for emergency telephone service. In the Staff's view, 9-1-1 dialed calls should not be commingled with everyday voice traffic such as that found on CenturyTel common interoffice toll trunks. Rather, all emergency telephone calls should have a dedicated path used exclusively for emergency telephone call routing. However, in this example, the Staff acknowledges that the decision to route these emergency calls with the use of toll free telephone numbers was likely the result of emergency measures undertaken by the FCC as a result of events occurring after September 11, 2001. Plainly stated, it may be preferable to route 9-1-1 dialed calls over the common telephone network rather than not route them at all. To the extent that Socket's use of V-NXX service may present issues with routing emergency telephone calls, the use of dedicated trunks for the V-NXX traffic will eliminate the problem.

THE STAFF RECOMMENDATIONS:

Staff recommendation for Commission Findings of Fact:

Q. Please state your specific recommendations for the Commission.

A. The Staff recommends the Commission's Findings of Facts in this case contain information substantially as follows:

1) The Commission finds that the telephone traffic subject to this dispute is Telephone Exchange Traffic, that such traffic is denoted as V-NXX traffic in Section 9.2.3 of Article V of the CenturyTel/Socket Interconnection Agreement, and that such traffic is subject to 47 U.S.C Sections 251(b)(2) and 251(c)(2)(A)&(B).

2) The Commission finds that Section 6.4.4 of Article XII of the CenturyTel/Socket Interconnection Agreement states that industry guidelines shall be followed regarding all aspects of porting numbers from one carrier's network to another, and that Section 3.2.1 holds in relevant part that the Parties will engage in telephone number porting pursuant to FCC Orders or industry agreed-upon practices. The Commission finds industry practice in Missouri is to port regardless of whether the customer is staying in the same rate center or moving to another rate center, so long as the NPA NXX rating of the call does not change. The Interconnection Agreement does not require nor allow CenturyTel to require local number assignment or local loop demonstration as a condition to port telephone numbers. The Commission finds CenturyTel's failure to port these two numbers is a violation of Interconnection Agreement Article XII.

3) The Commission finds that Section 9.2.3 of Article V of the CenturyTel/Socket Interconnection Agreement states that V-NXX traffic shall be covered by the Agreement on a bill-and-keep basis. Section 4.1 of Article V holds that the Parties will initially interconnect their network facilities at a minimum of one technically feasible Point of Interconnection on CenturyTel's network in each Local Access and Transport Area. Section 4.9 of Article V holds that each Party will be responsible for providing the necessary equipment and facilities

on its side of the POI. Sections 4.3.3 and 4.3.4 of Article V holds that Socket is required to move its POI, or establish a new POI, should the traffic in question reach certain levels over three consecutive months, which is a condition that the Commission finds has not been met. The Commission finds that CenturyTel's failure to port these two numbers is a violation of Interconnection Agreement Article V.

Staff recommendation for Ordered paragraphs:

The Staff recommends the Commission's Ordered paragraphs in this case contain information substantially as follows:

1) Pursuant to Sections 3.2.1 and 6.4.4 of Article XII, and Section 9.2.3 of Article V of the CenturyTel/Socket Interconnection Agreement, Socket and CenturyTel are ordered to port telephone numbers from one to the other, so long as the NPA NXX rating of the number does not change.

2) Pursuant to Section 11.1 of Article V, CenturyTel and Socket are ordered to immediately confer on the trunking arrangements for all pending Socket requests to port telephone numbers. CenturyTel and Socket shall promptly confer on all future port orders which either party predicts to result in the addition of trunking capacity.

3) Pursuant to Sections 11.1 and 11.1.2.5 of Article V, for any Socket request to port telephone numbers which CenturyTel forecasts as requiring the addition of common trunks, such request shall be accommodated with the addition of dedicated trunks, and shall be made a part of the Firm Order Commitment (FOC) process.

4) Pursuant to Article V, CenturyTel shall transport the traffic in question to its side of the Point of Interconnection, and Socket shall do the same.

5) Pursuant to Article XII, CenturyTel shall port the two numbers in question.

6) Pursuant to Sections 4.3.3 and 4.3.4 of Article V, Socket shall establish an additional POI when its traffic thresholds are exceeded for three consecutive months.

Q. Does this conclude your Rebuttal Testimony?

A. Yes, it does.

William L. Voight

SUMMARY OF WORK EXPERIENCE

1974 – 1985 **United Telephone Company**, I began my telephone career on February 4, 1974, as a central office equipment installer with the North Electric Company of Gallion, Ohio. At that time, North Electric was the manufacturing company of the United Telephone System. My duties primarily included installation of all forms of central office equipment including power systems, trunking facilities, operator consoles, billing systems, Automatic Number Identification systems, various switching apparatuses such as line groups and group selectors, and stored program computer processors.

In 1976, I transferred from United's manufacturing company to one of United's local telephone company operations – the United Telephone Company of Indiana, Inc. I continued my career with United of Indiana until 1979, when I transferred to another United Telephone local operations company – the United Telephone Company of Missouri. From the period of 1976 until 1985, I was a central office technician with United and my primary duties included maintenance and repair of all forms of digital and electronic central office equipment, and programming of stored program computer processors. United Telephone Company is today known as **Embarq**.

1985-1988 In 1985, I began employment with **Tel-Central Communications, Inc.**, which at that time was a Missouri-based interexchange telecommunications carrier with principal offices in Jefferson City, Missouri. As Tel-Central's Technical Services Supervisor, my primary duties included overall responsibility of network operations, service quality, and supervision of technical staff. Tel-Central was eventually merged with and into what is today MCI.

In conjunction with Tel-Central, I co-founded **Capital City Telecom**, a small business, "non-regulated" interconnection company located in Jefferson City. As a partner and co-founder of Capital City Telecom, I planned and directed its early start-up operations, and was responsible for obtaining financing, product development, marketing, and service quality. Although Capital City Telecom continues in operations, I have since divested my interest in the company.

1988-1994 In 1988, I began employment with **Octel Communications Corporation**, a Silicon Valley-based manufacturer of Voice Information Processing Systems. My primary responsibilities included hardware and software systems integration with a large variety of Private Branch eXchange (PBX), and central office switching systems. Clients included a large variety of national and international Local Telephone Companies, Cellular Companies and Fortune 500 Companies. Octel Communications Corporation was later merged with Lucent Technologies.

1994-Present **Missouri Public Service Commission**

William L. Voight

TESTIMONY EXPERIENCE

Case No. TR-96-28	In the Matter of Southwestern Bell's tariff sheets designed to increase Local and Toll Operator Service Rates.
Case No. TT-96-268	In the Matter of Southwestern Bell Telephone Company's tariffs to revise PSC Mo. No. 26, Long Distance Message Telecommunications Services Tariff to introduce Designated Number Optional Calling Plan.
Case No. TA-97-313	In the Matter of the Application of the City of Springfield, Missouri, through the Board of Public Utilities, for a Certificate of Service Authority to Provide Nonswitched Local Exchange and Intrastate Interexchange Telecommunications Services to the Public within the State of Missouri and for Competitive Classification.
Case No. TA-97-342	In the Matter of the Application of Max-Tel Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TA-96-345	In the Matter of the Application of TCG St. Louis for a Certificate of Public Convenience and Necessity to provide Basic Local Telecommunication Services in those portions of St. Louis LATA No. 520 served by Southwestern Bell Telephone Company.
Case No. TO-97-397	In the Matter of the Petition of Southwestern Bell Telephone Company for a Determination that it is Subject to Price Cap Regulation Under Section 392.245 RSMo. (1996).
Case No. TC-98-337	Staff of the Missouri Public Service Commission, Complainant, vs. Long Distance Services, Inc., Respondent.
Case No. TO-99-227	Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-Region InterLATA Services Originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996.
Case No. TA-99-298	In the Matter of the Application of ALLTEL Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TO-99-596	In the Matter of the Access Rates to be Charged by Competitive Local Exchange Telecommunications Companies in the State of Missouri.
Case No. TO-99-483	In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service After the Passage and Implementation of the Telecommunications Act of 1996.

Case No. TO-2001-391	In the Matter of a further investigation of the Metropolitan Calling Area Service after the passage and implementation of the Telecommunications Act of 1996.
Case No. TO-2001-416	In the Matter of Petition of Fidelity Communications Services III, Inc. Requesting Arbitration of Interconnection Agreement Between Applicant and Southwestern Bell Telephone Company in the State of Missouri Pursuant to Section 252 (b)(1) of the Telecommunications Act of 1996.
Case No. TO-2001-467	In the Matter of the Investigation of the State of Competition in the Exchanges of Southwestern Bell Telephone Company.
Case No. TT-2002-129	In the Matter of AT&T Communications of the Southwest, Inc.'s Proposed Tariff to Establish a Monthly Instate Connection Fee and Surcharge.
Case No. TC-2002-1076	Staff of the Missouri Public Service Commission, Complainant, vs. BPS Telephone Company, Respondent.
Case No. TK-2004-0070	In the Matter of the Application of American Fiber Systems, Inc. for Approval of an Agreement with Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, Under the Telecommunications Act of 1996.
Case No. CO-2005-0066	In the Matter of the Confirmation of Adoption of an Interconnection Agreement with CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/ba CenturyTel by Socket Telecom, LLC
Case No. TO-2003-0257	In the Matter of the Request from the Customers in the Rockaway Beach Exchange for an Expanded Calling Scope to Make Toll-Free Calls to Branson
Case No. IO-2006-0086	Application of Sprint Nextel Corporation for Approval of the Transfer of Control of Sprint Missouri, Inc., Sprint Long Distance, Inc. and Sprint Payphone Services, Inc. From Sprint Nextel Corporation to LTD Holding Company.
Case No. LT-2006-0162	In the Matter of Tariff No. 3 of Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.
Case No. TM-2006-0272	In the Matter of the Application for Approval of the Transfer of Control of Alltel Missouri, Inc. and the Transfer of Alltel Communications, Inc. Interexchange Service Customer Base.
Case No. TT-2006-0474	In the matter of McLeodUSA Telecommunications Services, Inc.'s Tariff Filing to Increase its Missouri Intrastate Access Rates.
Case No. TC-2007-0111	Staff of the Public Service Commission of the State of Missouri, Complainant, vs. Comcast IP Phone, LLC, Respondent.

1.121 Telecommunications Services -is As Defined in the Act.

1.122 Telephone Toll -Is As Defined in the Act.

1.123 Third Party Contamination - Environmental pollution that is not generated by the LEC or CLEC but results from off-site activities impacting a facility.

1.124 Transfer of Service Charge - A charge applied to LSRs, which involve account changes (e.g., CLEC to CLEC transfers, CPE billing changes on unbundled ports)-

1. 125 "Transit" is a switching and transport function only, which allows one Party to send calls to a third-party network through the other Party's tandem and/or transport facilities.

1.126 "Transit Traffic" is traffic sent through a Transit arrangement.

1.127 Trunk Side -Refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another Central Office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.128 Unbundled Network Element (UNE) -Is As Defined in the Act.

1.129 Vertical Features (including CLASS Features) - Vertical services and switch functionalities provided by CenturyTel or Socket.

1.130 Virtual Collocation - Collocation where equipment or facilities of Socket are located at a premise, remote facility, enclosure or Right-of-Way owned by CenturyTel and ownership of Socket equipment or facilities is transferred to CenturyTel at the time of the Collocation and is subject to the terms of the Virtual Collocation agreement.

1.131 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 premises location.

1.132 Wire Center - A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are hosted.

1.32 Disconnect Supervision - An on-hook supervisory signal end at the completion of a call.

1.33 DS-1 - A service carried at digital signal rate of 1.544 Mbps.

1.34 DS-3 - A service carried at digital signal rate of 44.736 Mbps.

1.35 Electronic File Transfer - A system or process that utilizes an electronic format and protocol to send/receive data files.

1.36 "End Office" **or** "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

1.37 Enhanced Service Provider (ESP) is a provider of enhanced services as those services are defined in 47 C.F.R. § 64.702.

1.38 Environmental/Safety Compliance - Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the **States. An** environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.39 "Exchange Access" is As Defined in the Act.

1.40 Exchange Message Interface (EMI) (formerly Exchange Message Record - EMR) is the standard used for the exchange of telecommunications message information among telecommunications carriers for billable, non-billable, sample, settlement, and study data.

1.41 Exchange Message Record (EMR) - Intentionally Left Blank - see definition above.

1.42 Exchange Service is Telephone Exchange Service and is As Defined in the Act.

1.43 Facility - All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III.

1.44 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switching and/or network facilities.

1.45 FCC - The Federal Communications Commission.

1.46 "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 Two-Way and Terminating Only).

1.47 Generator - Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 C.F.R. § 261) or whose act first causes a hazardous waste to become subject to regulation.

1.48 Hazardous Chemical - As defined in the U.S. Occupational Safety and Health Act (OSHA) hazard contamination standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.49 Hazardous Waste - As described in the Resource Conservation Recovery Act (RCRA), a solid waste(s), which may cause or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.50 HDSL Electronics - High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of synchronous capacity over a four-wire loop of two copper pairs. HDSL is a common means by which ILECs provision DS I services and Unbundled Network Elements.

1.51 Home Run Loop - A facility connecting an end-user premise to the nearest CenturyTel Central Office that consists of a single, uninterrupted length of either copper or fiber cable. By definition, home run loops exclude hybrid fiber-copper loops or other loop facilities that are connected in a remote terminal located between the Central Office and the end-user premises.

1.52 Hybrid Loop - A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

1.53 Imminent Danger - As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.54 Incumbent Local Exchange Carrier (ILEC) - Is As Defined in the Act.

1.55 [Intentionally omitted]

DIGITAL DATA AND NETWORK SERVICES

Integrated Services Digital Network - Primary Rate Interface (ISDN-PRI)
(Continued)

E. ISDN-PRI Out of Calling Scope

1. ISDN-PRI Out-of-Calling Scope (OOCS) allows a customer, upon the customer's request, to subscribe to ISDN-PRI service from a central office outside of the local calling scope of the central office from which the customer would normally be provided local exchange access services.

2. ISDN-PRI Out of Calling Scope service is an intraLATA service only.

3. Termination Liability Terms and Conditions, See Section 2, Rules and Regulations.

4. ISDN-PRI OOCS is available with two options. The two-way option will provide both terminating (inbound) and originating (outbound) traffic. The one-way option will provide only terminating (inbound) traffic to the PRI customer. Under the one-way option originating traffic from the customer's location to the serving ISDN-PRI central office will be blocked. The following ISDN-PRI access rates are in lieu of the Local Calling Area ISDN-PRI access rates as found under D.2.:

	Monthly Rate	OSC	Nonrecurring Charge(1)	OSC
a. Two-Way Service				
12-Month Contract	$1,044.00 (I)	19394	$500.00	65415
36-Month Contract	1,002.00 (I)	19395	500.00	65415
60-Month Contract	960.00(I)	19396	500.00	65415
b Terminating Only				
12-Month Contract	$651.00(I)	65972	500.00	65415
36-Month Contract	609.00(I)	65973	500.00	65415
60-Month Contract	567.00(I)	65974	500.00	65415

(1) Service Charges reflected in Section 5 of this Tariff will not apply in addition to the nonrecurring charges specified below.

DIGITAL DATA AND NETWORK SERVICES

Integrated Services Digital Network - Primary Rate Interface (ISDN-PRIQ
(Continued)

E. ISDN-PRI Out of Calling Scope (Continued)

5. Applicable interoffice transport charges as listed in PSC MO No. 6 Digital Data Transmission Services Tariff for High Capacity DS1 Service apply between the alternative central office and the central office from which the customer would normally be provided local exchange access services.

6. All other rates and charges applicable to ISDN-PRI service apply (i.e., the ISDN-PRI Facility, Channel Activations, Channel Usage and Subsequent Activity charges).

ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1.0 GENERAL PROVISIONS

1.1 This Article describes the technical arrangements by which Socket and CenturyTel will interconnect their networks when Socket is providing its switching facilities to serve a given exchange area and related terms and conditions herein.

1.2 [Intentionally omitted].

1.3 The Parties acknowledge that in paragraph 140 of its Triennial Review Remand Order the FCC said, in part: "We note in addition that our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and local exchange service. Thus, competitive LECs will have access to these facilities at cost-based rates to the extent that they require them to interconnect with the incumbent LEC's network."

1.4 CenturyTel shall provide interconnection in compliance with Applicable Law.

1.5 [Intentionally omitted].

2.0 INTERCONNECTION REQUESTS

2.1 Upon request from Socket to establish an interconnection arrangement or augment an existing interconnection arrangement, Socket may invoke the provisions of Article III, Section 7 whereby the Parties will ensure that current contact and escalation information is exchanged for all functions and processes involved in implementation of interconnection. CenturyTel shall ensure that its personnel are knowledgeable and qualified to assist Socket in addressing issues and questions.

2.2 CenturyTel and Socket agree to follow the then-current ATIS/OBF ASOG Standards for completing ASRs. If CenturyTel intends to deviate from the then-current version, it will provide reasonable notice to Socket, explaining the nature of the deviation(s), the reason for the deviation(s), and how the deviation impacts Socket's filing of accurate and complete ASRs.

2.3 Upon request, CenturyTel shall provide to Socket technical information about CenturyTel's network facilities in sufficient detail to achieve interconnection consistent with 47 C.F.R. § 51.305.

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.

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.

2.6 Socket shall submit service orders for establishing interconnection arrangements consistent with the provisions of Article VIII: Ordering and Provisioning, using an LSR or ASR as appropriate. Upon receipt of a Socket service order, CenturyTel shall review the order in order to identify LSOG and ASOG OBF compliance errors on the order. If CenturyTel finds errors in an order submitted by Socket, CenturyTel will identify all known errors on the order and refer them back to Socket on a single response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.

2.6.1 Socket shall have administrative and order control (e.g., determination of trunk group size), consistent with this Article, of all trunks groups provisioned between Socket and CenturyTel. This only applies to the extent that it does not require CenturyTel to redesign its network configuration.

2.7 [Intentionally omitted]

2.8 Inter-network connection and protocol must be based on industry standards developed consistent with the Act.

3.0 INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC

3.1 The Parties shall interconnect, establish points of interconnection ("POIs"), and transport and terminate traffic consistent with the provisions of this Article.

3.2 For purposes of Section 4.3 and its subsections below, an "access line" shall mean an analog line or a digital voice-grade equivalent line used to connect an end-user to a company's central office. Voice-grade equivalent should be considered as each channel available for voice traffic on a high capacity line. One (1) high capacity line equipped with twenty-four (24) voice grade channels will be considered twenty four (24) access lines.

4.0 REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION ("POIs")

4.1 When the Parties directly interconnect for the mutual exchange of traffic covered by this Agreement, the Parties will initially interconnect their network facilities at a minimum of

one technically feasible POI on CenturyTel's network in each LATA in which Socket offers telecommunications services.

4.2 If CenturyTel asserts that a Socket POI is no longer technically feasible, CenturyTel must prove to the Commission that interconnection at that point is no longer technically feasible.

4.2.1 If a Socket POI becomes no longer technically feasible, Socket must take such actions as may be necessary to make the POI technically feasible, including, where required, establishing one or more additional technically feasible POI(s).

4.3 As the volume of traffic exchanged between the parties increases, Socket must establish additional POIs as follows:

4.3.1 CenturyTel's exchanges are classified on a thousand-access-line basis as follows:

a. Exchanges of 1,000 CenturyTel access lines or less are "Class I Exchanges"; and

b. Exchanges of more than 1,000 CenturyTel access lines are "Class II Exchanges".

c. If there is a dispute between the Parties as to the number of CenturyTel access lines in an exchange, the Staff of the Commission will assist with resolution of the dispute. If the dispute persists, either Party may seek Commission resolution of the dispute without following the normal dispute resolution process in the interconnection agreement.

4.3.2 Intentionally left blank.

4.3.3 Socket is required to establish an additional POI in a Class I Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class I exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels.

4.3.4 Socket is required to establish an additional POI in a Class II Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class II exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels for each 1,000 access lines in the exchange, rounded to the nearest 1/10 of a DS1.

a. *E.g.*, for an exchange of 2,412 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 2.4 DS1s of traffic to or from an existing POI and that exchange;

b. *E.g.*, for an exchange of 10,550 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months 10.6 DS1s of traffic to or from an existing POI and that exchange; and,

c. *E.g.*, for an exchange of 28,100 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 28.1 DS1s of traffic to or from an existing POI and that exchange.

4.3.5 Socket will no longer be required to maintain a POI in exchanges where Socket establishes a POI pursuant to Sections 4.3.3 or 4.3.4 when the volume of traffic exchanged between the Parties falls below, at peak over 3 consecutive months, a DS1 or 24-channels in a Class I exchange, or a DS1 or 24-channels for each 1,000 access lines in a Class II exchange, rounded to the nearest 1/10 of a DS1. Socket shall provide CenturyTel with written notice of its intention to decommission a POI pursuant to this section. Socket shall not decommission such POI until the earlier of the 90th day after providing the written notice to CenturyTel or CenturyTel's notice to Socket that CenturyTel has re-provisioned trunking. If there is a dispute between the Parties about whether a threshold for decommissioning a POI as described in this section has been met, the Parties will follow the expedited dispute resolution process described in Article III, Section 18.4. Socket shall not be permitted to decommission a POI in a disputed exchange until the dispute resolution process concludes with an award.

4.4 Subject to this Article V and, in particular, Sections 4.1-4.3.4, the Parties agree that Socket has the right to choose a single POI or multiple POIs within the LATA.

4.5 Unless there is a dispute about the establishment of an additional POI in an exchange, the additional POI(s) will be established within 90 days of notification that the threshold has been met. Socket must provide CenturyTel notice of a dispute about the establishment of an additional POI within 15 business days after notification that the threshold has been met. If there is a dispute between the Parties about whether a threshold for establishment of one or more additional POIs as described in this section has been met, the Parties will follow the expedited dispute resolution process described in Article III, Section 18.4. Socket will not be required to establish an additional POI in a disputed exchange until the dispute resolution process concludes with an award.

4.6 When a POI is to be established to exchange traffic with a CenturyTel exchange that is not listed in the Local Exchange Routing Guide ("LERG") Common Language Location Identifier ("CLLI") Code classification as a "host" switch, the POI will be established within the exchange of the remote switch, unless the Parties agree to establish the POI within the exchange of the host switch.

4.7 [Intentionally omitted]

4.8 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.

4.9 Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.

5.0 [INTENTIONALLY OMITTED].

6.0 INTERCONNECTION METHODS

6.1 Where Socket seeks to interconnect with CenturyTel for the purpose of mutually exchanging traffic between networks, Socket may use any of the following methods of obtaining interconnection. Such methods include but are not limited to:

6.1.1 Physical Collocation –

6.1.1.1 In instances where Physical Collocation is the Interconnection Method, the POI shall be where Socket's collocation cable facilities (or those of a third-party) physically connect to CenturyTel termination equipment. This shall be identified by the Circuit Facilities Address (CFA) provided by Socket.

6.1.2 Virtual Collocation.

6.1.2.1 In instances where Virtual Collocation is the interconnection method, the POI shall be the last entrance manhole (Manhole Zero). From this manhole into the premises, CenturyTel shall assume ownership of and maintain the fiber. From this manhole toward Socket's location, the fiber optic cable remains Socket's responsibility, with Socket performing all servicing and maintaining full ownership. If Socket is purchasing CenturyTel-provided unbundled interoffice facilities as transport, an entrance facility is not required.

6.1.3 Fiber Meet Point.

6.1.3.1 Option 1 – Socket's fiber cable and CenturyTel's fiber cable are connected at an economically and technically feasible point between the Socket location and the last entrance manhole at the CenturyTel Central Office.

6.1.3.1.1 The Parties may agree to a location with access to an existing CenturyTel fiber termination panel. In such cases, the network interconnection point (POI) shall be designated outside of the CenturyTel building, even though the Socket fiber may be physically terminated on a fiber termination panel inside of a CenturyTel building. In this instance, Socket will not incur fiber termination charges, and CenturyTel will be responsible for connecting the cable to the CenturyTel facility.

6.1.3.1.2 Conversely, the Parties may agree to a location with access to an existing Socket fiber termination panel. In these cases, the POI shall be designated outside of the Socket building, even though the CenturyTel fiber may be physically terminated on a fiber termination panel inside of a Socket building. In this instance, CenturyTel will not incur fiber termination charges, and Socket will be responsible for connecting the cable to the Socket facility.

6.1.3.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, Socket and CenturyTel shall mutually determine the provision of a fiber termination panel housed in an outside, above-ground cabinet placed at the physical POI.

6.1.3.2 Option 2 – Socket will provide fiber cable to the last entrance manhole (Manhole Zero) at the CenturyTel Tandem or End Office with which Socket wishes to interconnect. Socket will provide a sufficient length of fiber optic cable for CenturyTel to pull the fiber cable to the CenturyTel cable vault for termination. In this case, the POI shall be the manhole location.

6.1.4 Socket Self-Provision and/or Leasing of Facilities from a Third Party.

6.1.4.1 This would include instances where the Parties connect their networks at the location of a third-party such as a customer premise, building, or other location where CenturyTel has network facilities.

6.1.4.2 In this instance, the POI shall be the point where the facilities of Socket (or those of a third party) physically connect to the facilities of CenturyTel.

6.1.5 Leasing of Dedicated Transport Facilities from CenturyTel

6.1.5.1 Socket may elect to lease interconnection facilities from CenturyTel at the rates set forth in Article VIIA.

6.1.5.2 In this instance, the POI shall be where the leased channel termination equipment physically connects to the CenturyTel switch or to the cross-connect that connects the leased transmission equipment to the switch.

6.1.6 Any other technically feasible method for obtaining interconnection.

7.0 INDIRECT NETWORK INTERCONNECTION

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 ("LRNs") as defined in the LERG. Each Party must have connection to the third party.

8.0 INTERCONNECTION FACILITY COMPENSATION

8.1 Each Party is responsible for bringing its facilities and trunks to the POI.

9.0 INTERCARRIER COMPENSATION FOR TRANSPORT AND TERMINATION OF TRAFFIC SUBJECT TO THIS INTERCONNECTION AGREEMENT

9.1 [Intentionally omitted].

9.2 MCA Traffic is traffic originated by a Party providing a local calling scope pursuant to Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and routed as Local Traffic based on the calling scope of the originating Party pursuant to the MCA Orders.

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.

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.

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 customers physically located outside of the CenturyTel Local Calling Area shall not be deemed Local Traffic but shall be at Bill-and-Keep.

9.2.4 MCA Transit Traffic. Neither Party shall assess transit charges on any MCA Transit Traffic.

9.3 [Intentionally omitted].

9.4 [Intentionally omitted].

9.4.1 [Intentionally omitted].

9.4.2 "Bill-and-Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other Party's network.

9.5 [Intentionally omitted].

9.6 [Intentionally omitted].

9.6.1 [Intentionally omitted].

9.6.2 [Intentionally omitted].

9.6.3 [Intentionally omitted].

9.7 Transport.

Transport includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the POI between the two carriers to the terminating carrier's End-Office Switch that directly serves the called end-user.

9.7.1 Transport of Local Traffic.

Each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI.

9.7.2 Termination.

Termination includes the Tandem Switching of Local Traffic at the terminating carrier's End Office Switch. Termination rates are set forth in Article VIIA.

9.7.3 Compensation for Terminating Access Charges on Calls to Ported Numbers.

The Parties agree that a Meet Point Billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXC the applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for Meet Point Billing.

9.8 Nothing in this Section shall be interpreted to (i) change compensation as set forth in this Agreement for traffic or services other than traffic or services for which compensation is addressed in this Article V, including but not limited to Internetwork Facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep arrangement described in this Section. The Parties reserve the right to otherwise seek compensation for non-Local Traffic including the imposition of access charges where appropriate.

10.0 TRANSIT TRAFFIC

10.1 Socket may indirectly interconnect with other carriers.

10.2 Compensation for MCA Transit Traffic.

10.2.1 Consistent with the Commission's decision in Case No. TO-92-306 and Case No. TO-99-483 and notwithstanding any other provision of the Agreement to the contrary, neither Party shall assess Transit charges on any MCA Transit Traffic.

10.3 Compensation for Non-MCA Transit Traffic.

10.3.1 Because Transit Traffic is an obligation imposed pursuant to 47 U.S.C. §§ 251(c)(2) and (3), the applicable pricing standard for Non-MCA Transit Traffic is TELRIC.

10.3.2 The originating Party will compensate the transiting Party for each minute of non-MCA originated traffic that does not terminate to the Transit provider's end user but terminates to a third party (*e.g.*, other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the Transit Rate, which is based upon the tandem switching and common transport rates set forth in Article VIIA.

10.4 Where the Transit provider is sent CPN by the originating carrier, the Transit provider will send the original and true CPN to the terminating Party.

10.5 In the event one Party originates traffic that transits the other Party's network to reach a third-party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.

10.6 Unless otherwise provided in this Agreement, neither the terminating Party nor the Transit provider shall be required to function as a billing intermediary, *e.g.*, clearinghouse. Terminating carriers shall be required to directly bill the Party that originates calls and sends traffic over the Transit provider's network.

10.7 [Intentionally omitted]

10.8 [Intentionally omitted]

11.0 TRUNKING

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.

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.

11.1.2 With respect to trunking, the Parties recognize that the terminating carrier may elect to require that traffic be delivered to it over separate trunk groups.

11.1.2.1 For traffic Socket originates that CenturyTel terminates, Socket shall establish separate trunk groups for the delivery of IXC and LEC-to-LEC traffic to CenturyTel.

11.1.2.2 For traffic that will be terminated by Socket, CenturyTel shall establish separate trunk groups for the delivery to Socket of IXC and LEC-to-LEC traffic.

11.1.2.3 Except as necessary to comply with the Commission's rules, CenturyTel may not limit the types of traffic that pass over interconnection facilities or require that traffic be routed or separated in a given way.

11.1.2.4 [Intentionally omitted]

11.1.2.5 Dedicated trunking may be established by mutual agreement of the Parties.

11.1.3 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

11.1.3.1 [Intentionally omitted].

11.1.3.2 Neither Party shall route IXC Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.

11.1.4 End-Office Trunking. The Parties will work cooperatively to establish high volume End-Office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a Socket End Office and a CenturyTel End Office.

11.1.5 Consistent with Section 8.1, each Party will be responsible for the expenses associated with its own portion of the trunking on its own side of the Point of Interconnection.

11.1.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET) where technically available) and shall be jointly engineered to the appropriate industry grade of service standard. Socket and CenturyTel agree to jointly plan interconnection trunking to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grade of service standard (B.01). Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

11.1.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

11.1.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

11.1.9 The Parties will support intercompany 64kbps clear channel where available.

11.1.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

11.2 Trunk Forecasting.

11.2.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:

11.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year).

11.2.2 A description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 11.2.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that may be reflected in a significant increase or decrease in trunking demand for the following forecasting period.

11.2.3 The Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

11.3 Trunk Facility Underutilization.

At least once a year, the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01). When a condition of excess capacity is identified, the Parties will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements for possible network efficiency adjustment.

11.4 [Intentionally omitted].

11.5 Network Redesigns Initiated by CenturyTel.

CenturyTel will not charge Socket when CenturyTel initiates its own network redesigns/reconfigurations.

12.0 BILLING AND RECORDING

12.1 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges shall be billed in arrears.

12.2 Usage Measurement. Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the terminating

office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first. Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

12.3 Recording and Billing for Local Interconnection Traffic. All recording and billing of Local Interconnection Traffic shall be in compliance with the provisions of the Missouri Enhanced Records Exchange Rule, 4 CSR 240, Chapter 29.

12.3.1 [Intentionally omitted].

12.3.2 [Intentionally omitted].

12.3.3 [Intentionally omitted].

12.3.4 [Intentionally omitted].

12.4 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 clear, 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.

13.0 MEET-POINT ARRANGEMENT AND BILLING (MPB)

13.1 Meet-Point Arrangements.

13.1.1 As set forth in Section 11.1.2, the Parties will establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel Access Tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

13.1.2 Except in instances of capacity limitations, CenturyTel shall permit and enable Socket to sub-tend the CenturyTel Access Tandem(s) nearest to the Socket Rating Point(s) associated with the NPA/NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given Access Tandem, Socket shall be allowed to subtend the next-nearest CenturyTel Access Tandem in which sufficient capacity is available.

13.1.3 Interconnection for the MPB arrangement shall occur at the interconnection point (POI).

13.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the CenturyTel Access Tandem Switch.

13.1.5 Socket and CenturyTel will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

13.1.6 As detailed in the MECAB document, Socket and CenturyTel will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill access service customers for Switched Access Services traffic jointly handled by Socket and CenturyTel via the Meet-Point Billing arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

13.1.7 Socket and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

Should the exchange of information become out of balance, either Party may invoke the dispute resolution process to begin charging for the exchange of usage data and related information.

13.1.8 [Intentionally omitted].

13.2 Compensation for Meet-Point Traffic.

Billing to access service customers for the Switched Access Services jointly provided by Socket and CenturyTel via the MPB arrangement shall be according to the multiple-bill/multiple tariff method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.

14.0 COMMON CHANNEL SIGNALING

14.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

14.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

14.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under Applicable Law.

14.4 Third-Party Signaling Providers.

Socket may choose a third-party SS7 signaling provider.

14.5 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

15.0 NETWORK MANAGEMENT CONTROLS

15.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively in attempting to ensure that all such events are conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

16.0 ADDITIONAL RESPONSIBILITIES OF THE PARTIES

16.1 The Parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the parties will comply with the Commission's final order. When a Party opens a new NXX, it will submit an ASR to advise the other Party how to route the traffic to the new NXX.

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.

16.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will use their best efforts to work cooperatively to correct the problem, with both Parties reserving their rights to pursue dispute resolution or other recourse as appropriate.

16.4 In the event that either Party provides unbundled local switching (ULS), or its equivalent provided via a commercial agreement, to a third-party CLEC, the other Party will bill the providing Party directly for calls that originate from any third-party CLECs using that Party's unbundled local switching (ULS) or equivalent provided via a commercial agreement.

16.5 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, Socket shall assign NPA/NXX codes to Rate Centers and use Rating Points in accordance with the CO Code Guidelines, FCC Rules, and Applicable State regulatory Requirements, as appropriate.

16.6 Routing Points.

Socket also will designate a Routing Point for each assigned NXX code.

16.7 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize

and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

16.8 Agreements with Third Parties.

Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.

Where necessary, the Parties agree to enter into their own agreements with third-party providers. In the event that Socket sends traffic through CenturyTel's network to a third-party provider with whom Socket does not have a traffic interexchange agreement, then Socket agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

17.0 [INTENTIONALLY OMITTED].

ARTICLE XII: LOCAL NUMBER PORTABILITY - PERMANENT NUMBER PORTABILITY

1.0 PROVISION OF LOCAL NUMBER PORTABILITY – PERMANENT NUMBER PORTABILITY

1.1 CenturyTel and Socket shall provide to each other, on a reciprocal basis, Permanent Number Portability (PNP) in accordance with requirements of the Act.

2.0 DEFINITIONS

2.1 For purposes of this Section, the following definitions apply:

2.1.1 Coordinated Hot Cut (CHC) – a combined simultaneous effort between local service providers to perform the completion of a local service request order.

2.1.2 Donor Party – The Donor Party is the Party receiving the number port request and is relinquishing the ported number.

2.1.3 Local Routing Number (LRN)- is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

2.1.4 "Permanent Number Portability" (PNP) is a long-term method of providing Local Number Portability (LNP) using LRN.

2.1.5 Recipient Party – The Recipient Party is the Party initiating the number port request and is receiving the ported number.

2.1.6 Unconditional Ten-Digit Trigger Method (TDT) – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting is less downtime to the end–user.

3.0 LOCAL ROUTING NUMBER – PERMANENT NUMBER PORTABILITY (LRN-PNP)

3.1 Each of the Party's End Office Switches is LRN-PNP capable.

3.2 Requirements for LRN-PNP.

3.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (*i.e.*, First Report and Order and subsequent Orders issued as of the date this Agreement was executed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or industry agreed-upon practices.

4.0 ORDERING

4.1 Ordering for number ports will be initiated via Local Service Requests (LSR). Socket may submit orders for porting of numbers via CenturyTel's current web-based ordering system or other system that is developed based on Ordering and Billing Forum (OBF) recommendations.

4.1.1 An LSR may contain requests to port more than a single number.

4.1.2 The LSR will have a requested due date that is not less than the standard provisioning intervals set forth in this Agreement.

4.2 Additional Requirements for Socket to Request Coordinated Hot Cuts.

4.2.1 Until an electronic system for scheduling CHCs is developed, Socket will submit an LSR that includes a requested time.

4.2.2 If the requested time is not acceptable to CenturyTel, CenturyTel will reject the order and indicate that the reason for the reject is that the requested port time is not acceptable.

4.2.3 Upon receiving the rejected order, Socket will contact CenturyTel's CLEC Service Center to schedule the time for the CHC.

4.2.4 If CenturyTel is unable to schedule the CHC within 24 hours of the provisioning interval, no charges shall apply to the CHC.

4.2.4.1 Within 10 days of the Effective Date of this Agreement, CenturyTel shall provide the contact information for this center as well as additional contact information for Socket to use when number port-related issues must be escalated.

4.2.5 Socket will then supplement the LSR with the agreed-upon time.

4.3 The Donor Party may request the scheduled port date be changed or the 10-digit unconditional trigger to remain in place via a supplement order.

4.4 The Donor Party may cancel a number port via a supplemental order.

4.5 CenturyTel may fax or e-mail requests for number port to Socket.

4.6 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 48 hours from the time a "clean" LSR is received.

4.7 For purposes of this Article, the Recipient Party may request to use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5.0 REQUIREMENTS FOR PNP

5.1 Cut-Over Processes.

5.1.1 TDT Cut-Overs.

5.1.1.1 Where technically feasible, both Parties will use the PNP-LRN cut-overs, which rely upon the 10-digit unconditional trigger method for porting numbers.

5.1.1.2 The Donor Party agrees to set the 10-digit unconditional trigger by close of business, normally 5:00 p.m. Central time, but no later than 11:59 p.m. on the day before the scheduled due date.

5.1.1.3 The Donor Party agrees to remove the 10-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party, and submitting a supplemental order.

5.1.2 Coordinated Hot Cut (CHC).

5.1.2.1 Prior to the requested time, the Recipient Party will place a port order with National Portability Administration Center (NPAC) for the number port. Prior to the requested time, the Donor Party shall concur with the order requesting a time for the CHC.

5.1.2.2 At or after the requested time on the LSR, the Recipient Party shall contact the Donor Party to initiate the porting process.

5.1.2.3 Each Party will perform the necessary technical functions to ensure the port is completed

with minimal customer down time.

5.1.2.4 Both Parties shall remain on the phone until the porting process is complete.

5.1.2.5 Both Parties shall provide for number portability via a CHC during normal business hours from 8 a.m. CST to 5 p.m. CST, Monday through Friday. Porting outside normal business hours will only be provided with 12 business hours advance notice.

6.0 OBLIGATIONS OF PARTIES

6.1 Both Parties shall adhere to Due Date Intervals set forth in this Agreement.

6.2 Limitations of Service.

6.2.1 Neither Party shall be required to provide number portability under this Agreement for excluded numbers defined by FCC orders, as updated from time to time, *e.g.*, 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (*i.e.*, numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time. The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or Socket.

6.2.2 To the extent technically feasible, in accordance with the requirements prescribed by the FCC, each Party shall permit to be ported those telephone numbers that already are subject to Remote Call Forwarding at the time the customer switches local service providers, provided that the local calling scope of the ported number does not change. Any such porting arrangement shall not be used for toll by-pass, shall not allow further call forwarding from the remote call forwarded location, and shall not allow for calls to international locations. For the 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 the Parties will be responsible for paying any intrastate and/or interstate access charges applicable to such arrangement.

6.3 The Parties operate under a "blanket letter of authorization" (as described more fully in Article III, Section 58) that confirms that a Party will only submit orders to port a number(s) for which it has proper authorization from its end user customer. Neither Party may require proof of end-user authorization as a condition of porting a customer number.

6.4 Porting of DID Numbers.

6.4.1 CenturyTel and Socket shall offer number portability to customers for any portion of an existing Direct Inward Dialing (DID) block without being required to port the entire

block of DID numbers. If a pilot number is ported, Socket must designate one of the remaining numbers as the pilot.

6.4.2 CenturyTel and Socket shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

6.4.3 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

6.4.4 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

6.4.5 Each Party shall abide by the guidelines of the North American Numbering Council (NANC) and the associated industry guidelines for provisioning and implementation processes.

6.4.6 Each Party shall become responsible for the end user's other telecommunications-related items, *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end user's telephone number to its switch.

7.0 PRICING

7.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party agrees to pay, for CHC service at the "additional time and material" rates set forth below.

7.2 For calculating compensation, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

7.2.1 Rates for CHC.

7.2.1.1 Service Order Charge - $3.92 per Order. This charge applies per Local Service Request (LSR).

7.2.1.2 CHC – 1st Hour -$42.84

7.2.1.3 CHC - Add'l Quarter Hour - $10.71.

Schedule 6-5

GENERAL SERVICES

FOREIGN EXCHANGE SERVICE

A. General

1. Foreign Exchange Service is exchange service furnished to a customer from an exchange other than the one in which he is located.

2. Foreign Exchange Service does not come within the Company's general undertaking, nor does the Company obligate itself to furnish such service generally, but will do so where facilities of such a character are available as will permit satisfactory telephone transmission. It will not be provided when there may be a resulting impairment of service or when undue expense is involved.

B. Conditions

1. Foreign Exchange Service is offered between all exchanges of this Company and other companies located within the same LATA. It will be furnished jointly with other companies only when those companies agree to furnish service in accordance with the provisions contained in this tariff.

2. Only individual central *office* access line, PBX or Key trunk foreign exchange service is furnished.

3. Off-premises services will be furnished in accordance with the tariff provisions of the local exchange, providing facilities and operating conditions permit. Off-premises service will be furnished only for the use of the foreign exchange customer.

4. If the customer is located outside of the Base Rate Area zone or mileage rates are applicable.

5. Calls beyond the local calling area of the service exchange will not be permitted. Local calling area is considered to be the line terminations served by the serving exchange, plus any extended area service which may be provided from the serving exchange.

6. Customers to Foreign Exchange service are required to take access service from the local exchange of which service would normally be rendered.

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

Private Line Service Tariff
Section 1
2nd Revised Sheet 28.01
Replac t edi t 8..01

REGULATIONS

JUL -

1.5 DEFINITIONS-(Continued)

(MT) Service Components - All the plant and equipment of a Telephone Company,;' . 114 9 cE COMM intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished or supplied for, by or in connection with the business of the Telephone company, including any construction work in progress.

Foreign Exchange Service - Exchange Service furnished by means of a circuit connecting a customer's service point to a primary serving office of another exchange.

Foreign Serving Office - Exchange Service furnished by means of a circuit connecting a customer's service point to a serving office of the same exchange but outside of the serving office area in which the
(MT) service point is located.

Grandfathered Connections of Communications Systems

Denotes connections via Telephone Company-provided connecting arrangements of customer communications systems (including their equipment and premises wiring) at the customer's premises, in accordance with any Telephone Company's tariffs, and that are considered to be grandfathered under the Federal Communications Commission's Rules and Regulations because (a) such connections to the telecommunications network or the private line services specified in Paragraph 1.6.2, B., following, were made via Telephone Company-provided connecting arrangements prior to January 1, 1980, and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network or the private line services specified in Paragraph 1.6.2, B., following, as of June 1, 1978, or (b) such connections to the private line services specified in Paragraph 1.6.2, C. or 1.6.2, D., following, are made via Telephone Company-provided connecting arrangements prior to May 1, 1983, and such connecting arrangements are of a type of connecting arrangement connected to the private line services specified in Paragraph 1.6.2, C. or 1.6.2, D., following, as of April 30, 1980.

FILED

AUG 2 9 1997

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r'Llbiic Service Commission

Issued: JUL 0 9 1997

Effective: AUG 29?

By KAREN E. JENNINGS, President-Missouri
Southwestern Bell Telephone Company

Schedule 7 - 2

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Hwy 54 S Fulton 642-7225

OZARK FORD INC
Lake Rd 54-56 Osage Beach 348-5100
(This Classification Continues)

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.

1) On page 44, line 14 of his direct testimony, Matt Kohly states that Southwestern Bell and Embarq have routinely ported numbers to Socket in when the customer is moving between rate centers. Please provide specific examples in support of this statement and state whether Socket has established a POI in the rate center from where the number was ported.

Exchanges where numbers were ported from another carrier to Socket that would constitute a geographic port as that term is used by CenturyTel. At this time, Socket does not have a comprehensive list but will be compiling that information.

Embarq – Warrensburg, Lebanon, Rolla, Maryville, Clinton, California, Warsaw, Jefferson City, Odessa, Salem, Richland. Socket POIs with Embarq in Jefferson City, Warrensburg, and Lebanon. Additionally, Socket has a Virtual POI with Embarq in Warsaw and Maryville. In this case, Socket leases interconnection facilities from Warrensburg to these exchanges from Embarq.

AT&T f/k/a Southwestern Bell Telephone, L. P. - Linn, Moberly, Fayette, Marshall, Sedalia, St. Joseph, Trenton, Chillicothe, Poplar Bluff, Sikeston, Park Hills, Kirksville, Edina, Stanberry, Brookfield, and Malden. Socket has POIs with AT&T in Kansas City, St. Louis, and Springfield.

AT&T Local Services a/k/a TCG Kansas City, Inc. – Kansas City. Socket does not have a POI with AT&T Local Services

Big River – Poplar Bluff. Socket does not have POI with Big River.
CD Telecom – Eldorado Springs. Socket does not have a POI with CD Telecom

Exchanges where numbers were ported to another carrier from Socket that would constitute a geographic port as that term is used by CenturyTel

Big River – Poplar Bluff. Socket does not have a POI with Big River

Responsible Person – Matt Kohly