BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

Petition of Socket Telecom, LLC for Compulsory)
Arbitration of Interconnection Agreements with)
CenturyTel of Missouri, LLC and Spectra)   **Case No. TO-2006-0299**
Communications, LLC, pursuant to Section 251(b)(1))
of the Telecommunications Act of 1996)

ARBITRATOR'S FINAL REPORT

Issue Date: May 18, 2006   Effective Date: May 18, 2006

APPEARANCES

Bill Magness and Brad Bayliff, 98 San Jacinto Blvd., Suite 1400, Austin, TX 78701. Attorney for Socket Telecom, LLC.

Larry Dority, Fischer and Dority, PC, 101 Madison, suite 400, Jefferson City, MO 65101. Attorney for CenturyTel of Missouri, LLC and Spectra Communications, LLC.

David Brown, Floyd Hartley and Gavin Hill, Hughes & Luce, L. L. P., 111 Congress Avenue, Suite 900, Austin, TX 7801. Attorneys for CenturyTel of Missouri, LLC. and Spectra Communications, LLC

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

Arbitration Advisory Staff:

Natelle Dietrich, Regulatory Economist III, Utility Operations Division, Missouri Public Service Commission.

Adam McKinnie, Regulatory Economist II, Missouri Public Service Commission.

Mike Scheperle, Regulatory Economist II, Missouri Public Service Commission.

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

PROCEDURAL HISTORY

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

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

Commission rule 4 CSR 240-36.040(19)

This rule states that "[u]nless the results would be clearly unreasonable or contrary to pubic interest, for each issue, the arbitrator shall select the position of one of the parties as the arbitrator's decision on that issue." Because the parties in this matter have, in some instances, presented clearly unreasonable positions, the Arbitrator is unable to select one position over the other and therefore, reasonably alternative disposition of the issue.

STATEMENT OF FINDINGS AND CONCLUSIONS

Article II – Definitions

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

Petitioner (Socket) – Socket argues that the definition of "currently available", with regard to requested orders and services, should include services, features, functions and capabilities that CenturyTel and its affiliates are able to provide.[1]

Respondent (CenturyTel) – CenturyTel argues that the definition of "currently available", with regard to requested orders and service, should include service, features, functions and capabilities that it provides to itself and its end-users.[2]

Arbitrator's Decision 47 CFR 64.1903(3) states as follows:

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

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

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[1] Kohly Direct at 22-27 and rebuttal.

[2] Simshaw Direct 44-47.

Issue 14 – How should the interconnection agreement define "Information Access" and "Information Access Traffic"?

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

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

Arbitrator's Decision – In its ISP Remand Order at paragraph 44, the FCC concluded that:

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

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

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[3] Kohly Direct 28-31 and Rebuttal.

[4] Simshaw 5-35, 39-42.

Issue 15 – Which party's definition of "Internet Service Provider" should be used?

Petitioner (Socket) – Socket argues that its proposed definition comes directly from the FCC's ISP Remand Order, is simple and straight forward.[5]

Respondent (CenturyTel) – CenturyTel argues that Socket's proposed definition creates opportunities for arbitrage. CenturyTel emphasizes that this definition critically impacts how the parties treat Virtual NXX dial-up ISP traffic.[6]

Arbitrator's Decision – At paragraph 11 of the ISP Remand Order, the FCC defines an Internet Service Provider as a subset of enhanced service providers. The FCC notes that ISPs may utilize LEC services to provide their customers with access to the Internet. As noted in Issue 14, the FCC determined that information access traffic flows to or from the Internet Service Provider. Therefore, Socket's language is most consistent with the FCC's definition.

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

Petitioner (Socket) – Socket argues that its definition is consistent with Missouri statutes, FCC and Missouri PSC rules.[7]

Respondent (CenturyTel) – CenturyTel argues that Socket's proposed definition does not adequately reflect the existing industry marketplace and is operationally problematic.[8]

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[5] Kohly Direct 31-32 and Rebuttal.

[6] Simshaw 5-35, 39-42.

[7] Kohly Direct 32-34 and Rebuttal.

[8] Simshaw Direct 43 and Rebuttal.

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

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

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

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

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

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

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

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[9] 47 U.S.C. §153 (48).

[10] Kohly Direct 34-37 and Rebuttal.

Article III – General Provisions

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

Petitioner (Socket) – Socket argues that it needs a reasonable amount of time to review the bills because they are much more lengthy and complicated than retail phone bills and that a 45-day due date would accommodate that necessity.[11]

Respondent (CenturyTel) – CenturyTel argues that its system is configured on a 30 calendar-day and that this is comparable to 20 business days. Further, that it would have to expend considerable expense to reconfigure its system and that a due date that is 20 business days from the billing date is enough time for Socket to review the bill.[12]

Arbitrator's Decision – In deciding this issue, the Arbitrator looks to existing Rules and Regulations regarding due dates on invoices submitted for payment. Specifically, Chapters 29 and 33 outline due-date criteria. Commission rule 4 CSR 240-33.040, titled Billing and Payment Standards for Residential Customers, outlines criteria for payment by residential customers to companies. Clearly, invoices by CenturyTel/Spectra to Socket are not residential invoices but are invoices pertaining to collocation, the exchange of traffic to each other and other types of wholesale services. CenturyTel references compliance with Chapter 33 as support for its position. Commission rule 4 CSR 240-33.040(5) states: If a telecommunications company does not expressly offer a preferred payment date plan, a customer shall have at least 21 days from the rendition of a bill to pay the charge stated. If the charges remain unpaid for 21 days from rendition of the bill such charges will be deemed delinquent." Commission rule 4 CSR 240-33.020(25) outlines the definition of

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[11] Kohly 37-41.

[12] P. Hankins Direct 11-16.

rendition of a bill and states: "Rendition of a bill is the date a bill is mailed, posted electronically or otherwise sent to a customer."

CenturyTel outlines a bill date and due date; however, the bill is not mailed at that time but undergoes a quality assurance criteria which effectively adds 4-5 days before mailing. Socket states that it doesn't receive the invoices until approximately the 13th day after the bill date. Commission rule 4 CSR 240-29.090, titled Time Frame for the Exchange of Records, Invoices, and Payments for LEC-to-LEC Network Traffic, outlines criteria between ILECs, CLECs, CMRS providers, etc. 4 CSR 240-29.090(2) states: "Upon receiving a correct invoice requesting payment for terminating traffic placed on the LEC-to-LEC network, the originating carrier shall submit payment of all amounts not disputed in good faith within 31 days to the telecommunications company that submitted the invoice." Hence, the Arbitrator looks to existing state regulations that Socket may have 31 days to pay the invoice after the invoice is posted electronically on CenturyTel's system. If the invoice is not electronically posted on CenturyTel's system, then Socket may have 31 days from receipt of the bill.

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

Petitioner (Socket) – Socket argues that its language envisions a greater level of cooperation between the parties in effecting changes and that CenturyTel's proposal to provide the name of a person that Socket can contact is insufficient. [13]

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[13] Kohly Direct 41-44.

Respondent (CenturyTel) – CenturyTel argues that, in light of Socket's concerns of having to continuously monitor CenturyTel website for changes, CenturyTel has offered e-mail notifications as a reasonable solution.[14]

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

Article V – Interconnection and Transport and Termination of Traffic

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

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

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[14] P. Hankins Direct 5-11, 16-10 and Rebuttal.

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

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

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

Section 2.2 – No disputed language.

Section 2.3

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

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

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

Section 2.4

Petitioner (Socket) – Socket proposes the following language: 2.4 In the event that CenturyTel asserts that it does not have the capacity to support an Interconnection Arrangement requested by Socket, CenturyTel shall provide a detailed explanation of the reason such capacity does not exist, identify any capacity that CenturyTel is reserving for its own use, and submit a construction plan for setting forth the timeline for adding the additional capacity. CenturyTel shall submit this plan to Socket and to the Manager of the Telecommunications Department of the Missouri Public Service Commission.

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

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

Section 2.5

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

Respondent (CenturyTel) – CenturyTel proposes the following language: 2.5 In the event that Socket is under utilizing its existing trunks and requests an augment, a joint meeting shall be held to discuss a resolution to Socket's request. Provided that Socket agrees to bear all costs associated with engineering and constructing requested excess capacity, CenturyTel shall not delay processing and fulfilling or refuse to process and fulfill

Socket's requests for additional interconnection facilities or capacity because CenturyTel believes Socket does not need the additional interconnection capacity.

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

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

Section 2.6.1 – There is no disputed language.

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

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

Section 3.2

Petitioner (Socket) – Socket proposes the following language: 3.2 Socket may utilize facilities of third parties to satisfy all requirements herein, and CenturyTel shall, if requested by Socket, route Local Interconnection Traffic that is dialed to Socket's customers to Points of Interconnection of another provider for transiting to Socket, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that Socket does not have trunking of its own to the same local calling areas. CenturyTel

also shall, if requested by Socket, and if Socket's circuits are busy, route overflow traffic to a third-party provider's Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. CenturyTel shall accept Socket's traffic routed by way of a third party's Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that Socket's traffic complies with the requirements herein.

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

Arbitrator's Decision – Section 3.2 - Neither parties' language is reasonable or necessary. Socket's intent is addressed in the transiting section of this Article. Socket's language would require CenturyTel to route traffic to a transiting provider when circuits are busy. The Arbitrator is not aware of any such requirement and will not order CenturyTel to monitor traffic in this manner. CenturyTel's language includes a reference to "or other traffic the Parties agree to exchange". Either the traffic should be included in this agreement or it is covered by some other means such as a tariff. Further, CenturyTel's

language includes the requirement to notify parties of any reasonably anticipated change in traffic. This concept is covered during the forecasting planning language. Beyond that, the language could require parties to disclose confidential business planning information.

Section 4.0

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

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

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

Section 4.1

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

Respondent (CenturyTel) – CenturyTel proposes the following language: 4.1 Direct Network Interconnection Architecture. In accordance with but only to the extent required by Applicable Law in Section 251 as codified in Part 51, the Parties shall provide interconnection of their networks at any technically feasible point and as specified in this Agreement. Socket may interconnect with CenturyTel on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis and must be mutually agreed upon. CenturyTel will work with Socket in all circumstances to install Interconnection Points within 120 calendar

days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

Arbitrator's Decision – Section 4.1 – For sections related to the establishment of the POI (CenturyTel 4.0, 4.1 and 4.2 and Socket 4.0, 4.1, 4.2-4.5), the Arbitrator finds neither party's position reasonable. CenturyTel has a duty to allow Socket to interconnect at any technically feasible point *within* CenturyTel's network. The Arbitrator finds that Socket is entitled to interconnect its network with CenturyTel's network at a minimum of one Point of Interconnection per LATA. To determine when an additional POI is required, the Arbitrator finds the following requirements acceptable: Socket will establish an additional POI in an exchange or pay for additional trunks to handle traffic to an exchange at such time as there is an increase in traffic to that exchange that is not attributable to CenturyTel but is deemed as local interconnection traffic or information access traffic under this agreement.

Such increase will be measured as of the traffic on the operational date of the POI. If the additional POI(s) will be established within 90 days of notification that such threshold has been met, the threshold percentage will be a 12 percent increase in local traffic. If the additional POI(s) will be established with 120 days of notification that such threshold has been met, the threshold percentage will be a 10 percent increase in local traffic. The parties will replace all language as referenced above to reflect this decision.

Sections 4.1.1 and 4.2 are addressed in Section 4.1.

Section 4.3

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

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

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

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

Section 4.4

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

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

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

Section 4.5

Petitioner (Socket) – Socket proposes the following language: 4.5 POIs shall be established at any technically feasible point inside the geographical areas in which CenturyTel is the franchised Incumbent LEC and on CenturyTel's' network, including

CenturyTel tandem offices, end offices as well as entrance facilities and outside plant, including a customer premise.

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

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

Section 4.6 and 4.7 are addressed in Section 4.1.

Section 5.0

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

Respondent (CenturyTel) – CenturyTel proposes the following language: 5.0 New language inserted by Socket that does not have any corresponding language in

CenturyTel's agreement template. CenturyTel does not understand Socket's intent so acceptance or any possible compromise language cannot yet be determined.

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

Section 6.0

Petitioner (Socket) – Socket proposes the following language: 6.0 INTERCONNECTION METHODS.

Respondent (CenturyTel) – CenturyTel proposes the following language: 6. X New language inserted by Socket that does not have any corresponding language in CenturyTel's agreement template. See CenturyTel section 4.1

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

Sections 6.1 – 6.1.6 are addressed in Section 6.

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

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

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

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

Section 7.0 There is no disputed language in this section.

Section 7.1

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

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

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

Section 7.2

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

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

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

<u>Section 7.3</u>

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

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

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

Section 7.4

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

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

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

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

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

Section 8.1 – No disputed language.

Section 8.2

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

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

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

Section 8.3

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

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

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

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

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

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

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

Section 9.1

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

Respondent (CenturyTel) – CenturyTel proposes the following language: 9.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local Traffic including MCA traffic, (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any reasonably anticipated material change in traffic to be exchanged, in terms of e.g., traffic type, volume.

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

Section 9.2

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

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

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

Section 9.2.1

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

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

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

Section 9.2.2

Petitioner (Socket) – Socket proposes the following language: 9.2.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

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

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

<u>Section 9.2.3</u>

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

Respondent (CenturyTel) – CenturyTel proposes the following language: 9.2.3 VNXX Traffic. If Socket assigns NPA/NXXs to a customer physically located outside of the CenturyTel Local Calling Area containing the rate center with which the NPA/NXX is associated, traffic originating from CenturyTel customers within that CenturyTel Local Calling Area to Socket customer physically located outside of the CenturyTel Local Calling Area, shall not be deemed Local Traffic but shall be at bill and keep (provided that Socket agreed to maintain the terms of the recent addendum agreement between CenturyTel and Socket whereby Socket agreed to place a POI at every CenturyTel end office and where all ISP-bound traffic is at bill and keep. Should Socket not agree to abide by its recent addendum terms, CenturyTel reserves the right to revert to its advocacy position on this issue which is that access charges do apply to all ISP-bound traffic that terminates to a physical ISP location outside of the local calling area.)

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

<u>Section 9.2.X and Section 9.2.XX</u> – There is no disputed language.

<u>Section 9.3</u>

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

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

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

Section 9.4

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

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

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

Section 9.4.1

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

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

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

Section 9.4.2

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

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

Arbitrator's Decision – Section 9.4.2 – 47 CFR 51.713 defines bill-and-keep arrangements as those in which neither of the two interconnecting carriers charges the other for the termination of telecommunications traffic that originates on the other carrier's network. Socket's language, with the removal of the reference to terminating FX traffic, is acceptable and consistent with this definition.

Section 9.5

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

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

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

Section 9.6

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

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

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

Section 9.6.1

Petitioner (Socket) – Socket proposes the following language: 9.6.1 IntraLATA Interexchange Traffic that is carried on jointly provided LEC-to-LEC network is considered as IntraLATA Toll Traffic and is subject to tariffed access charges. Billing arrangements are outlined in Section 10 – Recording and Billing of this Article.

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

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

Section 9.6.2

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

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

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

Section 9.6.3

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

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

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

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

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

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

Arbitrator's Decision – Section 10.0 (and the proceeding subsections) – The Missouri Public Service Commission has already decided that transiting is a § 251 obligation. In the Final Arbitrator's Report in Case No. TO-2005-0336, the Commission ruled that transiting is a §251 obligation quoting its Chariton Valley Order where the Commission determined that "transit service falls within the definition of interconnection service . . . [b]ecause the transit agreement is an interconnection service, it must be filed with the Commission for approval." The Arbitrator concludes that the Act, at §251(c)(2) and

at § 251(a)(1) obligates CenturyTel to receive transit traffic from Socket. Because transit traffic is an obligation imposed on CenturyTel pursuant to §§251(c)(2) and (3) of the Act, the applicable pricing standard is TELRIC. This allows Socket to effect an indirect interconnection with other carriers, which is expressly authorized by § 251(a)(1) of the Act.

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

Section 11.0 – No disputed language in this section.

Section 11.1

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

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

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

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

Section 11.1.1

Petitioner (Socket) – Socket proposes the following language: 11.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. Where available, the Parties will use two-way trunks for delivery of Local Interconnection Traffic, or either Party may elect to provision its own one-way trunks for delivery of Local Interconnection Traffic to the other Party. If a Party elects to provision its own one-way trunks, when two-way trunking is available, that Party will be responsible for its own expenses associated with the trunks. If two-way trunking is not available, the Parties shall use one-way trunking for the exchange of Local Interconnection Traffic and each Party will be responsible for its own expenses associated with its own one-way trunks.

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

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

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

Section 11.1.2

Petitioner (Socket) – Socket proposes the following language:

11.1.2 The parties shall establish trunk group as follows:

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

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

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

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

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

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

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

Arbitrator's Decision (Issue 14) – Commission rule 4 CSR 240-29.050 outlines the requirements for establishing trunking. CenturyTel's language is most consistent with this provision of the Commission's Enhanced Records Exchange Rule.

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

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

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

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

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

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

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

and (iv) to establish appropriate time frames to reflect whether the Socket ordered trunking is Currently Available.

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

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

Section 12.3 – There is no disputed language.

Section 12.3.3

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

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

Arbitrator's Decision – Section 12.3.3 – Both parties are expected to adhere to the requirements of Chapter 29 of the Commission's rules, which specifically outline what is to be used to determine the jurisdiction of the call. Socket's language is not necessary in the Agreement.

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

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

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

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

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

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

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

Arbitrator's Decision – Chapter 29 of the Commission's rules specifically identify actions to be taken when traffic data is not processed or delivered. The Arbitrator does not accept Socket's addition to Section 13.1.8.

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

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

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

Respondent (CenturyTel) – CenturyTel proposes the following language: 16.2 Each Party will transmit call detail information to the other for each call being

terminated on the other's network, including calls that transit to the other from third party carriers, in compliance with the provisions of the Missouri Enhanced Records Exchange Rule; 4 CSR 240, Chapter 29, except that the obligation regarding transiting traffic is limited only to the unaltered transmission of call detail information as provided by the call originator.

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

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

Section 16.3 – No disputed language.

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

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

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

Arbitrator's Decision – Section 17.0 – Socket's language is not necessary based on the Arbitrator's decision on Section 17.1 below.

Section 17.1

Petitioner (Socket) – Socket proposes the following language: 17.1 Notwithstanding any other provision of this Agreement, the Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic"), in accordance with this section. IS Traffic is defined as traffic that undergoes a net protocol conversion, as defined by the FCC, between the calling and called parties, and/or traffic that features enhanced services that provide customers a capability for generating, acquiring storing, transforming, processing, retrieving, utilizing, or making available information.

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

sent over the same trunks as IS Traffic. Either Party may audit the other Party's PEU factors pursuant to the audit provisions of this Agreement.

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

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

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

Issue 32 – How should the interconnection agreement define the term "Foreign Exchange"?

Petitioner (Socket) – Socket proposes the following language: 1.49 "Foreign Exchange (FX)" services are service offerings of local exchange carriers that are purchased by customers, which allow such customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX CUSTOPAK with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both and Two-Way and Terminating Only).

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

Arbitrator's Decision – In Case No. TO-2005-0336, the Commission defined Foreign Exchange or "FX" as the industry term for calls that originate in one local exchange and terminate to another exchange that is not within the originating local calling scope,

even though the originating end user dialed the number that looks like a local number. The Agreement shall contain this definition or no definition of FX service.

Issue 33 – How should the interconnection define "Local Interconnection Traffic"?

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

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

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

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

Petitioner (Socket) – Socket proposes the following language: 1.132 Virtual NXX Traffic (VNXX Traffic) – As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls to or from a retail customer that uses a telephone number with an NXX Code (as set forth in the LERG) associated with a Rate Center that is different than the number and Rate Center the customer would received from a wireline carrier using the customer's residence or place of business.

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

different from the Rate Center associated with the Customer's actual physical premise location.

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

Article VI – Resale

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

Petitioner (Socket) – Socket argues that it bases its wholesale discount in the instant interconnection agreement(s) on the wholesale discount in the previous AT&T/GTE interconnection agreement. Socket argues that CenturyTel committed to "enter into agreements which have the same rates, terms, and conditions as those agreements previously negotiated with GTE" when it purchased the GTE exchanges.[15]

Respondent (CenturyTel) – CenturyTel argues that it has produced a cost study for the wholesale discount ratio for Spectra and CenturyTel, producing a separate wholesale discount for each company. CenturyTel's witness Buchan argues this cost study is "[c]onsistent with CenturyTel's understanding of the method utilized by GTE and previously approved by this Commission".[16] Buchan's study "utilized default avoidable cost ratios of 25% for product management and 90% for sales and product advertising expenses based on Alabama PSC Docket 25677."[17] Buchan also states that "it is [his] understanding that

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[15] Kohly Direct, p. 95, line 21 – p. 96, line 1.

[16] Buchan Direct, p. 25, lines 3-4

[17] Buchan Direct p. 27, lines 5-6

GTE also utilized a ratio of 90% for sales and product advertising expenses in Missouri Case No. TO-97-63."[18]

Arbitrator's Decision – For avoided discount ratio(s), Buchan's study, on behalf of CenturyTel, uses Alabama PSC-approved ratios to determine certain costs that can be avoided.[19] Kohly, on behalf of Socket, reruns the study with the Missouri-approved ratios from the GTE arbitration[20] to determine separate CenturyTel discounts. CenturyTel provides no justification for why the Alabama percentages should be acceptable in Missouri. There is no evidence in the record that Alabama costs are similar to Missouri costs. The choice seems to be between a 10-year old Missouri ratio and a more current, unsupported, Alabama ratio. Since the GTE ratio is the only ratio previously approved by this Commission, the Arbitrator finds in favor of Socket's position.

Article VII – Resale

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

Petitioner (Socket) – Socket argues that to allow CenturyTel to charge a fee to pass on the costs of a manual process provides no incentive or an insufficient incentive for CenturyTel to move to electronic ordering processes."[21] For this one particular class of orders, Socket proposes that CenturyTel charge an "Electronic Service Order charge" that would "reflect forward looking costs using efficient processes."[22]

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[18] Buchan Direct p. 27, lines 6-8.

[19] Buchan Direct, p. 27, lines 5-6.

[20] Kohly Rebuttal, Pg 86, lines 14-15.

[21] Kohly Direct, p. 100 lines 16-18.

[22] Kohly rebuttal, p. 88, line 25 to p. 89, line 1.

Respondent (CenturyTel) – CenturyTel argues that "a manual order service charge applies if the order is handled manually."[23] Further, CenturyTel argues that it currently processes these order manually,[24] and it is "entitled to recover its cost of providing that service."[25]

Arbitrator's Decision – In the TRRO, the FCC recognized that conversions were largely a billing function. The FCC also noted that "[b]ecause incumbent LECs are never required to perform a conversion in order to continue serving their own customers, we conclude that such charges, [such as] [referencing] wasteful and unnecessary charges associated with establishing a service for the first time, are inconsistent with an incumbent LEC's duty to provide nondiscriminatory access to UNEs and UNE combinations on just, reasonable and nondiscriminatory rates, terms and conditions." Therefore Socket's language is reasonable.

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

Petitioner (Socket) – Socket argues that to best serve its customers, it needs to know the reason why CenturyTel states it cannot provision a UNE. If the answer is "no facilities", then Socket argues that CenturyTel should "submit a construction plan with a time line for adding capacity."[26] Socket also argues that both parties should share the costs of this construction plan.

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[23] P. Hankins Direct, p. 22, line 10.

[24] P. Hankins Direct, p 22, line 17.

[25] P. Hankins Direct, p. 22, line 21.

[26] Kohly Direct, p. 102,lines 13-14.

Respondent (CenturyTel) – CenturyTel argues that it has agreed to provide Socket a "reasonably detailed"[27] explanation whenever CenturyTel asserts it cannot provide a requested UNE. While CenturyTel argues it is willing to work with Socket with regard to a construction plan, Socket "must bear the cost of the engineering and construction of additional capacity specifically to meet Socket's needs."[28]

Arbitrator's Decision – 47 CFR 51.307 (e) states that an incumbent LEC shall provide to a requesting telecommunications carrier technical information about the incumbent LEC's network facilities sufficient to allow the requesting carrier to achieve access to unbundled network elements consistent with the requirements of this section. Section 51.319 states that an ILEC shall provide routine network modifications to facilities that already exist. There is not an obligation to automatically build facilities to meet a competitor's request. Therefore, CenturyTel's language stating that Socket may request to work with CenturyTel to develop a construction plan is reasonable.

As for the costs of such facilities, neither party's language is acceptable. CenturyTel inappropriately assigns all costs to Socket and Socket merely states CenturyTel will submit a plan to Socket and the Manager of the Commission's Telecommunications Department. In Case No. TO-2001-455, the Commission found that "for the nonrecurring costs of constructing the interconnection, a 50/50 split is most equitable because both parties, and their customers, will benefit from the interconnection."

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[27] Busbee Direct, p. 8, line 6.

[28] Busbee Direct, p. 10, line 17-19.

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

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

Respondent (CenturyTel) – CenturyTel argues that its language tracks precisely with the applicable DS1 transport cap rule, 47 CFR §51.319(e)(2)(ii)(B), which states that the 10 DS1 transport circuit cap applies "on each route where DS1 transport is available on an unbundled basis."[31] CenturyTel further argues that to accept Socket's language would mean that Socket would be "entitled to an unlimited number of DS1 dedicated transport circuits between CenturyTel's wire centers."[32]

Arbitrator's Decision – CenturyTel's language, with the exception of the reference to the "DS1 Threshold" mirrors the cap on DS1 transport found in 47 CFR 51.319(e)(2)(ii)(B). CenturyTel's language is accepted.

Article VIIA – UNE Pricing

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

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

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[29] Kohly Direct, p. 105, line 37 to p. 106, line 2.

[30] Kohly Direct, p/ 109, lines 1-3.

[31] Busbee Direct, p.11, lines 6-10.

[32] Busbee Rebuttal, p. 17, lines 16-18.

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

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

Arbitrator's Decision – The only rates at issue in this arbitration are the DS1 and DS3 UNE loop rates.

As Mr. Turner points out on page 20 of his rebuttal testimony, for the vast majority of recurring rates, the parties agreed to utilize the Missouri-specific rates that were developed for Verizon in Missouri. Despite this agreement, CenturyTel proposed to use its newly calculated 2-Wire and 4-Wire Analog Loop cost studies as the basis for developing its DS1 and DS3 loop cost studies. The Arbitrator finds that CenturyTel cannot agree that a rate is appropriate and TELRIC-compliant in one instance and then claim it is not appropriate or TELRIC-compliant in another instance. CenturyTel will be ordered to rerun its cost studies

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[33] Turner Direct p. 47, lines 16-18.

[34] Turner Direct, p 48, lines 22-23.

[35] Turner Direct, p. 58, lines 6-10.

[36] Buchan Direct, p 10, lines 15-21.

[37] David Direct, p. 4, lines 4-8.

using the agreed upon 2-Wire and 4-Wire Analog Loop costs in its DS1 and DS3 loop cost studies.

On page 17 of his direct testimony, Mr. Buchan states that CenturyTel discovered an error in its fill factor for copper facilities. This error should be corrected by rerunning the cost studies with the appropriate 2-Wire and 4-Wire Analog Loop rates. However, to the extent that this error is not corrected through this revision to the cost study, CenturyTel is directed to make the correction at the time the studies are rerun.

Similarly, Mr. Buchan, in his rebuttal testimony at page 15, notes that CenturyTel inadvertently utilized the wrong figure for fiber cost. Once again, this error should be corrected by rerunning the cost studies using the agreed upon 2-Wire and 4-Wire Analog Loop rates. However, to the extent that this error is not corrected through this revision to the cost study, CenturyTel is directed to make the correction at the time the studies are rerun.

CenturyTel is directed to file the revised DS1 and DS3 loop rates and supporting documentation by May 26, 2006. Both parties will have an opportunity to respond to the revised cost studies in their May 31 comment filings.

Article IX – Maintenance

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

Petitioner (Socket) – Socket argues that its proposed Maintenance article is derived in large part from the Maintenance attachment that the Commission approved as reasonable and appropriate in Case No. TO-2005-0336, except that Socket has modified that attachment to reflect changes between CenturyTel's operations and those of SBC Missouri. Socket argues that these terms should be memorialized in the interconnection

agreement, rather than left to CenturyTel to dictate unilaterally to Socket in a separate "guide." Socket further argues that this agreement is a contract between two parties and under general contract law, one party can not unilaterally amend the terms under which the parties operate by changes to a separate document that results in a change to the underlying contract. [38]

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

Arbitrator's Decision – Based on the record, Socket may contact CenturyTel in order to discuss scheduled activities that may impact Socket customers, specifically when Socket has a customer with a service problem. CenturyTel should not be required to furnish Socket with all emergency outages. Socket's definition of "Emergency Network Outage" is not acceptable, specifically when an abnormal service condition is defined in Chapter 3. Nothing in an interconnection agreement should alleviate a company providing service in Missouri from its service and billing responsibilities found in Chapters 3, 32 and 33 of the Commission's rules. The record establishes that CenturyTel has provided Socket with a means of contacting CenturyTel for service-related questions without sitting in a queue with retail customers. The Arbitrator accepts CenturyTel's language in sections 4.1,

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[38] Bruemmer Direct at p.3-5 and Rebuttal.

[39] Scott Direct, p 3-10, and Rebuttal

5.1 and 7.3. However, CenturyTel shall have a knowledgeable person available to respond to Socket's questions, although CenturyTel is not expected to assign an individual or team specifically to Socket. CenturyTel shall also comply with the requirements of 47 C.F.R 51.325 through 47 C.F.R. 51.335 as applicable.

Article XII – Number Portability

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

Petitioner (Socket) – Socket argues that there is no legal or policy reason why telephone numbers associated with Remote Call Forwarding (RCF) service cannot be ported as part of LNP. Porting of RCF numbers is technically feasible, and it is common in the industry to provide for number portability of remote call forwarded numbers if the incumbent is offering the same service to its customers, as is the case here. Socket further argues that the LNP subcommittee of the North American Numbering Council found that number portability for this type of arrangement is entirely reasonable and ILECs across the country indicate they routinely provide this type of number porting. Therefore, Socket's proposed language is reasonable and should be approved.[40]

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

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[40] Turner Direct, p. 60-62 and Rebuttal.

[41] Miller Direct p. 79-87 and Rebuttal.

Arbitrator's Decision – Section 251(b) of the Telecommunications Act requires local exchange carriers to provide local number portability (LNP), to the extent that it is technically feasible, in accordance with the requirements prescribed by the FCC. Local number portability is defined as "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another." Location portability is defined as the ability of an end user to retain the same number as he/she moves from one physical location to another. Through the testimony of Guy Miller, CenturyTel claims that Socket is effectively demanding location portability. Since the end user does not change physical locations, either for the originating number or for the number to which the call is forwarded, Socket's request is clearly not location portability.

CenturyTel's tariff states that remote call forwarding will not be used for toll by-pass, does not allow further call forwarding from the remote call forwarded location and does not allow for calls to international locations. The tariff further states that the portion of the calls between the number designated to be a remotely call forwarded number and the answer location is subject to applicable interstate or intrastate charges. These are the terms to which the CenturyTel customer is familiar. Telephone numbers associated with remote call forwarding will be ported subject to these same terms and conditions. Socket will be responsible for paying any intrastate or interstate charges.

Article XIII – OSS

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

Petitioner (Socket) – Socket argues that it is entitled to efficient and effective provisioning of wholesale facilities under CenturyTel's Section 251 obligations. Socket proposes that CenturyTel have an electronic OSS in place within 9 months of the Commission's order in this arbitration and that the OSS language be derived in large part from the OSS attachment that the Commission approved as reasonable and appropriate in Case N o. TO-2005-0366, as modified, to reflect changes between CenturyTel's operations and those of SBC. Socket argues that these terms be memorialized in the interconnection agreement, rather than left to CenturyTel to dictate unilaterally to Socket.[42]

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

Arbitrator's Decision – The Arbitrator considered six factors in making a decision on this issue: (1) The obligation of CenturyTel to provide an OSS system requested by Socket based on the commitment of Ken Matzdorff in Case No. TM-2002-232; (2) The unanimous stipulation and agreement and Report and Order in Case No TM-2002-232 (In the Matter of the Joint Application of GTE Midwest, Ind., d/b/a Verizon Midwest and

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[42] Turner Direct, p. 60-62 and Rebuttal.

[43] Wilkes Direct, p. 3-4 and p. 6-20. Moreau Direct, p. 8-10.

CenturyTel of Missouri, LLC, granting authority to acquire Verizon's Property in Missouri); (3) The volume of orders being processed by Socket and all CLECs in Missouri and all CenturyTel properties; (4) The cost to CenturyTel and all parties to implement and maintain an OSS system as requested by Socket; (5) Whether CenturyTel is providing service to Socket that is in parity with the service CenturyTel provides to its customers, affiliates and other CLECs; (6) Whether CenturyTel's Article XIII provides an avenue for Socket to do business with CenturyTel.

Concerning provisions "(1)" and "(2)", the Arbitrator reviewed the direct testimony of Steven E. Turner, pages 28 -29, referencing the testimony of Ken Matzdorff in Case No. TM-2002-232 and compared it with the stipulation and agreement and Report and Order. Specifically, the Arbitrator reviewed section 6, subparagraph (B) of the stipulation which states: "CLECs understand and agree that the method currently used by CenturyTel to process service orders will be different from the method currently utilized by Verizon. CenturyTel agrees to make available at the time of transfer an internet-based e-mail service ordering system, and CLECs may choose between placing orders by facsimile or e-mail." That being said, it was stipulated that the "CenturyTel agreed upon OSS" was not the OSS system Verizon had in place or the OSS system Socket is requesting in this arbitration. The Commission approved the stipulation on March 21, 2002.

Concerning provisions "(3)" and "(4)", in the direct testimony of Maxine Laird Moreau, pages 9 and 10 and the rebuttal testimony of Carla Futch Wilkes on page 8, CenturyTel states the volume of transactions submitted through CSRs and LSRs by Socket is very low. Wilkes' rebuttal testimony also states the volume of requests from all CLECs to all CenturyTel properties is also low. Socket did not rebut the fact in the hearing.

According to the cost studies referenced in the direct testimony of Maxine Laird Moreau, it would cost $14 million to build and $2 million annually to maintain the OSS system requested by Socket. The Arbitrator does not offer an opinion as to the appropriateness of the cost studies. Any OSS system that is ordered or implemented shall be subject to a complete cost case to allow the Commission, its Staff and any other interested parties the opportunity to review the appropriateness of the costs and associated inputs and to make adjustments as necessary. The appropriate cost recovery will be determined at that time.

Concerning provision "(5)" Mr. Kohly maintains that just because all CLECs are provided the same non-efficient ordering system doesn't mean CenturyTel has met its requirement for parity. Likewise, just because CenturyTel does not have the same OSS system as other companies Socket interconnects with, does not mean it is not operating at parity. In its Triennial Review Order at paragraph 561, the FCC states, "OSS includes manual, computerized, and automated systems, together with associated business processes and the data maintained and kept current in those systems." In paragraph 562, the FCC stated: "[a]ccordingly, we require incumbent LECs to continue to provide unbundled access to OSS. This requirement includes an ongoing obligation on the incumbent LECs to make modifications to existing OSS as necessary to offer competitive carriers nondiscriminatory access . . . ." Finally, at paragraph 566, the FCC stated: "[h]owever, we recognize the wide variety of systems and databases that comprise the OSS of incumbent LECs and the important role that state commissions have played in facilitating access to incumbent LEC OSS through the section 271 proceedings and other state proceedings . . . we expect that states will continue their important role in working with

the incumbent LECs and competitive LECs to ensure that competitors obtain necessary access to the particular incumbent LEC OSS systems in each state for the qualifying services."

Concerning provision "(6)", the Arbitrator finds Socket can conduct business with CenturyTel, but also finds the efficiency at which the two companies interact is less than efficient.

Based on its review, the Arbitrator finds both parties' language unreasonable. CenturyTel's language meets the minimal commitments in Case No. TM-2002-232. Language resolved in other Articles indicates Socket's acceptance and CenturyTel's ability to provide a more mechanized system where correspondence is delivered via fax, e-mails or phone calls. It is questionable as to how mechanized a process is needed when Socket has the ability to review its invoices from CenturyTel on-line and has yet to utilize that automated system. Similarly, it is questionable as to the efficiency offered by CenturyTel when its witnesses testify that orders are received electronically, but CenturyTel representatives take that information and manually key the data into its systems.

As previously stated, the FCC has provided guidance on this issue. In its TRO, the FCC noted that there are varying degrees of OSS and state commissions are to facilitate necessary access to ILEC systems. Therefore, the Arbitrator directs the parties to develop language acknowledging that CenturyTel will provide electronic notification as agreed upon in other Articles (without simply referencing the Article). The Arbitrator further directs the parties to develop language and a process that allows for the electronic information to be incorporated in CenturyTel systems without the need for manual intervention. This incorporation does not require real time updates or extensive system overhauls. Finally,

the Arbitrator encourages the parties to continue to work to develop a more extensive OSS system through the assistance of additional commission proceedings and involving any interested, potentially affected, parties.

Article XV: Performance Measures and Provisioning Intervals

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

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

Respondent (CenturyTel) – CenturyTel argues that Socket is demanding that the Commission impose performance measures and a remedy plan far in excess of that which would reasonably conform to any conceivable risk that CenturyTel will fail to perform in its obligations under the agreement. CenturyTel argues that it has offered a reasonable set of performance measures to satisfy Socket that the standards of the contract will be upheld.[45]

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

> Operational Criteria. In order to rebut the Commission's finding of no impairment as it relates to operational barriers, the states must examine whether operational factors are impairing competitors, according to our impairment standard discussed above. In particular, state commissions must consider whether incumbent LEC performance in provisioning loops, difficulties in obtaining collocation space due to lack of space or delays in

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[44] Kohly Rebuttal, p. 113-122, 126; Kohly Direct, p. 111-112; Turner Direct, p. 3-9.

[45] Moreau Direct, p 18-27, Rebuttal, p. 3 and Direct Schedule D; P. Hankins Rebuttal.

provisioning by the incumbent LEC, or difficulties in obtaining cross-connects in an incumbent's wire center, are making entry uneconomic for competitive LECs. We believe, based on the large record in this proceeding, that these factors can raise barriers to entry. We lack, however, sufficient specific evidence concerning whether and where they will be significant enough to constitute impairment. We therefore ask state commissions to consider evidence, which could include performance metrics and standards for BOCs or other types of evidence for non-BOC incumbent LECs, of whether these factors are impairing entrants in the enterprise market, and whether unbundling will overcome this impairment.

Continuing at paragraph 489, the FCC stated:

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

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

The Arbitrator notes that the issue statement is too broad to rule on either party's position and necessarily will address each Section of the interconnection agreement language in ruling on these issues. Because much of this section was developed without any consensus between the parties, in some instances the Arbitrator was forced to take provisions from both parties' proposals in an effort to reach fair and meaningful performance measures

Section 1.0 – There is no disputed language

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

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

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

Section 1.3 – There is no disputed language

Section 1.3.1 – There is no disputed language

Section 1.3.2 – Despite the differences in the proposed language that CenturyTel offers, the only apparent difference in the language offered by the parties is the phrases "received by CenturyTel", submitted by CenturyTel, and the phrase ,"Submitted by Socket", submitted by Socket. Since the time stated is expressed as "received", CenturyTel's language is most consistent with other provisions in the agreement.

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

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

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

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

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

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

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

Sections 3.1.2 and 3.1.3 – There is no disputed language.

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

Section 3.1.5 – There is no disputed language.

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

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

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

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

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

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

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

Section 4.5.2 – CenturyTel's language is not appropriate. Its performance should be acceptable regardless of the number of orders received. CenturyTel claims that Socket only submits a small number of orders when it is to CenturyTel's advantage, but then claims Socket's position is not appropriate in other sections because the interconnection agreement is adoptable by other CLECs, thus expanding CenturyTel's obligations beyond its dealings with just Socket. Therefore, the Arbitrator directs both parties to come up with language that will allow for a statistically significant sample to be determined over a period

of months without referencing or considering the "small" amount of orders currently processed.

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

Sections 4.6.1, 4.6.2 and 4.6.3 – Addressed in Section 4.6

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

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

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

Respondent (CenturyTel) – CenturyTel argues that this benchmark is inappropriate since Socket can show few, if any, instances where CenturyTel fails to meet its obligations under the existing contract. Further, the CSR information is from several different systems and interpreted by CenturyTel prior to being sent to Socket; an extremely time-consuming process. Finally, CenturyTel argues that staffing is based on historical factors and any significant increase in activity will affect its ability to meet a benchmark.[47]

Arbitrator's Decision – Consistent with the Arbitrator's decision in Article XIII - OSS, CenturyTel must modify its systems/processes in such a way that there is little to no delay between Socket's "submission" and CenturyTel's "receipt" of an order. Waiving

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[46] Socket's preliminary position. Final DPL Article XV.

[47] Moreau Direct, p. 28-30.

charges does not provide sufficient incentive to improve performance. The Arbitrator finds Socket's language most appropriate. However, section 3.2 (agreed to by both parties) defines a business day as 9 business hours (8 am - 5 pm) the parties are directed to change "8 business hours" in Remedy Two to "9 business hours".

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

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

Respondent (CenturyTel) – CenturyTel argues that this benchmark should not be implemented until Socket demonstrates that CenturyTel's performance under this agreement indicates a need. CenturyTel argues that it takes its obligations under the FCC's CPNI rules seriously and that Socket should not be able to profit where CenturyTel is just complying with these rules.[49]

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

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[48] Kohly Rebuttal, p. 125.

[49] Moreau Direct, p. 30-33

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

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

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

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

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

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

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[50] Kohly Rebuttal, p. 125-126.

[51] Moreau Direct, p. 63.

[52] Kohly Rebuttal at 113-120; Turner Direct at 3-9; Kohly Direct at 111-112; Kohly Rebuttal at 120-122, 126

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

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

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

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

Respondent (CenturyTel) – CenturyTel argues that any reference to "electronically submitted" be rejected unless referring to the existing web interface, that manual orders cannot be processed on a consistent schedule as proposed and that Socket could game the system by filling the system with erroneous orders.[55]

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

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[53] Moreau Direct at 33-34.

[54] Socket Preliminary Position. Final DPC Article XV: performance Measures and Provisioning Intervals

[55] CenturyTel Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals

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

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

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

Arbitrator's Decision – CenturyTel's language allows extra time to perform a manual scrub of the information. This requirement will be eliminated through the electronic solution as directed in Article OSS. Socket's timeframe and penalty language are acceptable.

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

Petitioner (Socket) – Socket argues that this PM is appropriate if the agreement contains performance measures.[58]

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[56] Kohly Rebuttal at 126.

[57] Moreau Direct at 36-39.

[58] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

Respondent (CenturyTel) – CenturyTel argues there is no demonstrated need for this benchmark since no order is rejected without providing a reason. CenturyTel also argues that Socket does not define "erroneously" and does not consider the accuracy of its own orders.[59]

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

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

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

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

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

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[59] Moreau Direct at 40-41.

[60] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[61] Moreau Direct at 63-64.

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

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

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

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

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

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

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[62] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[63] Moreau Direct at 41-44.

[64] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

Respondent (CenturyTel) – CenturyTel does not object to the benchmark provided that it is clarified that there are "nine business hours" or "one business day". However, CenturyTel states that Socket's definition of this PM is not clear.[65]

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

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

Petitioner (Socket) – Socket argues that meeting due date commitments is critical to a CLECs' ability to provide timely, high quality service. [66]

Respondent (CenturyTel) – CenturyTel argues that many of the measures associated with provisioning retail circuits are unreasonable or unlawful.[67]

Arbitrator's Decision – This issue will be resolved using portions of each party's proposal as follows: a) Socket's 90% assumption is more likely to cause CenturyTel to develop its own track system to truly prove what parity is in this case. Socket's percentage is thus accepted. b) With respect to CenturyTel's proposed additional exclusions: (i) appears to be reasonable and is accepted; (ii) does not appear to be reasonable and is not accepted. c) Socket's language regarding the remedy is the accepted remedy.

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[65] Moreau Direct at 44-45.

[66] Socket's Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[67] Moreau Direct at 46-49.

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

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

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

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

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

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

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

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[68] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[69] Moreau Direct at 49-51.

[70] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[71] Moreau Direct at 51-53.

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

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

Petitioner (Socket) – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.[72]

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

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

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[72] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[73] Moreau Direct at 53-54.

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

Petitioner (Socket) – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.[74]

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

Arbitrator's Decision – The only meaningful difference in the parties' proposals is the benchmark percentage. Socket states its percentage is based on the SBC post-M2A interconnection agreements. CenturyTel provides no basis for its benchmark. Therefore, Socket's language is accepted since it is based on previously approved Commission benchmarks.

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

Petitioner (Socket) – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.[76]

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

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[74] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[75] Moreau Direct 54-56.

[76] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[77] Scott Direct at 12-15.

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

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

Petitioner (Socket) – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.[78]

Respondent (CenturyTel) – CenturyTel argues Socket's proposal is inappropriate for three reasons: 1) the metric is not limited to repair commitments for out of service trouble; 2) the exclusions from the measured data is too narrow; 3) the remedy could result in an excessive penalty.[79]

Arbitrator's Decision - Socket's language is appropriate, see Issue 22.

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

Petitioner (Socket) – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.[80]

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

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[78] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[79] Scott Direct at 15-17.

[80] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[81] Scott Direct at 17-19.

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

Consistent with 4 CSR 240-32.080(H)1.D., CenturyTel's exceptions for trouble beyond CenturyTel's control (such as CPE) and subsequent trouble reports for the same access line will be accepted. However, the rest of CenturyTel's exceptions are excessive and will not be accepted.

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

Petitioner (Socket) – Socket states that it appears CenturyTel agrees with this PM if measures are to be included in the agreement.[82]

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

Arbitrator's Decision – The only meaningful difference in the parties' proposals is the benchmark percentage. Socket states its percentage is based on the SBC post-M2A

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[82] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[83] Scott Direct at 19-21.

Interconnection Agreement. CenturyTel provides no basis for its benchmark. Therefore, the arbitrator finds Socket's language is most appropriate.

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

Petitioner (Socket) – Socket states that it appears CenturyTel agrees with this PM If measures are to be included in the agreement.[84]

Respondent (CenturyTel) – CenturyTel argues the PM is not necessary because it suffers from Socket's small sample size/low order volume and because CenturyTel has not only performed at parity for Socket, but has provided Socket with service that is superior to that it provides switched access customers.[85]

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

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

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

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[84] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[85] Moreau Direct at 57-59.

[86] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

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

Arbitrator's Decision – CenturyTel must establish an electronic solution as required by the Arbitrator's decision in Article XIII - OSS. Assuming that CenturyTel is responsible for the 911 database, it is reasonable that 100% of the database information should match what Socket has submitted. The database shall be maintained consistent with 4 CSR 240-34.050(1)(B). The Arbitrator finds that Socket's language is accepted.

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

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

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

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[87] Moreau Direct at 59-61.

[88] Socket Preliminary Position. Final DPL. Article XV: Performance Measures and Provisioning Intervals.

[89] Moreau Direct at 61-62.

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

IT IS ORDERED THAT:

1. CenturyTel of Missouri, LLC shall rerun its cost studies using the agreed upon 2-wire and 4-wire Analog Loop cost in its DS1 and DS3 loop cost studies as discussed under the Arbitrator's Decision under Article VIIA, Issue 1.

2. CenturyTel of Missouri, LLC shall correct the error in its fill factor for copper facilities and fiber cost, as discussed under the Arbitrator's Decision under Article VIIA, Issue 1.

3. This report shall become effective on May 18, 2006.

Respectfully submitted,

Kennard L. Jones
Regulatory Law Judge
Arbitrator

Dated at Jefferson City, Missouri,
on this 18th day of May, 2006.