

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED⁴

SEP 18 2006

Missouri Public
Service Commission

In the Matter of the Adoption of the CenturyTel)
of Missouri, LLC / CD Telecommunications,)
LLC Interconnection Agreement by)
Rystec, Inc., and the Approval of the First)
Addendum to Interconnection Agreement)
Between CenturyTel of Missouri, LLC and)
Rystec, Inc., pursuant to Sections)
252(e) and 252(i) of the Telecommunications)
Act of 1996.)

Case No. _____

**NOTICE OF ADOPTION OF INTERCONNECTION AGREEMENT
AND APPLICATION FOR APPROVAL OF
FIRST ADDENDUM TO INTERCONNECTION AGREEMENT**

COMES NOW CenturyTel of Missouri, LLC ("CenturyTel"), in accordance with Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513, and respectfully files the attached Adoption of Interconnection Agreement ("Adoption") and requests recognition by the Commission of the Adoption and approval of the accompanying First Addendum to Interconnection Agreement between CenturyTel and Rystec, Inc. ("Rystec"), pursuant to the federal Telecommunications Act of 1996 (the "Act") under Sections 252(e) and 252(i).

1. CenturyTel is a Louisiana limited liability corporation that is duly authorized to do business in the state of Missouri. Copies of CenturyTel's Certificate of Authority to transact business in Missouri from the Missouri Secretary of State were filed in Case No. TM-2002-232, and are incorporated herein by reference pursuant to Commission Rule 4 CSR 240-2.060(1)(G). CenturyTel's principle place of business is

1151 CenturyTel Drive, Wentzville, Missouri 63885. The designated contact for purposes of this matter is:

Larry W. Dority
FISCHER & DORITY, P.C.
101 Madison, Suite 400
Jefferson City, Missouri 65101
(573) 636-6758
(573) 636-0383 (fax)
E-mail: lwdority@sprintmail.com

2. CenturyTel has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of the Application. No Missouri annual reports or assessment fees are overdue.

3. Pursuant to Section 252(i) of the Act, Rystec notified CenturyTel that it desired to adopt the terms of the Interconnection Agreement between CenturyTel and CD Telecommunications, LLC approved by the Commission in Case Number TK-2006-0126 (the "Terms"). Subsequent to this, CenturyTel and Rystec signed a letter relating to Rystec's adoption of the Terms. A copy of said letter, including the signature page signed by both parties to the adoption, is attached hereto as Exhibit 1. There are no outstanding issues between CenturyTel and Rystec relating to such adoption.

4. Section 252(i) of the Act provides as follows:

(i) AVAILABILITY TO OTHER TELECOMMUNICATIONS
CARRIERS.-

A local exchange carrier shall make available any interconnection services, or network element provided under an agreement approved under this section to which it is a party to any other requesting

telecommunications carrier upon the same terms and condition as those provided in the agreement.

5. Concurrent with the above-referenced adoption, following good faith negotiations CenturyTel and Rystec also agreed to supplement and amend the underlying adopted agreement by executing the attached First Addendum To Interconnection Agreement ("First Addendum") on August 17, 2006, attached hereto as Exhibit 2. There are no outstanding issues between CenturyTel and Rystec that need the assistance of mediation or arbitration.

6. CenturyTel seeks the Commission's approval of the First Addendum, consistent with the provisions of the Act. CenturyTel believes that the implementation of this First Addendum complies fully with Section 252(e) of the Act because it is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier. The First Addendum promotes interconnectivity and diversity in providers, and will increase customer choices for telecommunications services. CenturyTel respectfully requests that the Commission grant approval of this First Addendum, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise between CenturyTel and Rystec.

7. The statutory standards of review are set forth in Section 252(e) of the Act, which provides:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED. – Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted

- shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **GROUND FOR REJECTION.** – The State Commission may only reject –
- (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –
- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; . . .

8. The negotiated and executed First Addendum is consistent with Missouri Senate Bill 507, which became effective on August 28, 1996.

WHEREFORE, CenturyTel of Missouri, LLC respectfully requests the Commission to enter an Order simultaneously recognizing the attached Adoption of Interconnection Agreement and approving the attached First Addendum To Interconnection Agreement, both entered into with Rystec, Inc.

Respectfully submitted,



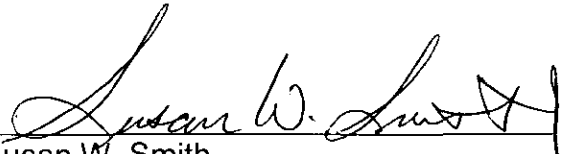
Larry W. Dority, Esq. MBN 25617
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Attorneys for CenturyTel of Missouri, LLC

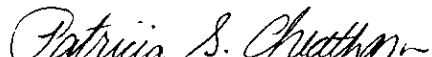
VERIFICATION

STATE OF TEXAS)
) SS
COUNTY OF BOWIE)

I, Susan W. Smith, of lawful age, being first duly sworn upon my oath, state that I am the Director of External Affairs, CenturyTel, and that I am authorized to make this verification on behalf of CenturyTel of Missouri, L.L.C.; and that the facts set forth in the foregoing pleading are true to the best of my knowledge, information and belief.


Susan W. Smith

Subscribed and sworn to before me this 25th day of August,
2006.


Notary Public

My Commission expires:

5-29-07

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 13th day of September, 2006 to:

Office of the Public Counsel
200 Madison Street
Jefferson City, MO 65101

Kevin Thompson, General Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65101

Rystec, Inc.
Attn: Marc Rys, President
515 S. 2nd Street
Branson, MO 65616
E-Mail: M.Rys@Rystec.Com



Larry W. Dority



May 10, 2006

Rystec, Inc.
Marc Rys
President
512 S 2nd Street
Branson, MO 65616

Re: Rystec, Inc.'s adoption of the terms of the Interconnection Agreement between CenturyTel of Missouri, LLC and CD Telecommunications, LLC.

Dear Mr. Rys:

CENTURYTEL OF MISSOURI, LLC ("CENTURYTEL") has received your notice stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Rystec, Inc. ("RYSTEC") wishes to adopt the terms of the attached Interconnection Agreement between CENTURYTEL and CD Telecommunications, LLC ("CD") that was approved by the Missouri Public Service Commission as an effective Agreement in the State of Missouri in Docket Number TK-2006-0126 (the "Terms"). Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below and as specified in the attached Addendum, RYSTEC adopts the Terms of the CD agreement for the provision of CENTURYTEL services for Interconnection and in applying the Terms, agrees that RYSTEC shall be substituted in place of CD in the Terms wherever appropriate.
2. RYSTEC requests that notice to RYSTEC as may be required under the Terms shall be provided as follows:

If to RYSTEC:	Rystec, Inc. Attn: Marc Rys President 515 S 2 nd Street Branson, MO 65616 Telephone: 417-973-0100 x.111 Fax: 417-339-9158 E-Mail: M.Rys@Rystec.Com
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CENTURYTEL requests that notice to CENTURYTEL as may be required under the Terms shall be provided as follows:

To: CenturyTel of Missouri, LLC
Attention: Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
Telephone: 318-388-9000

Copy: Susan W. Smith
Director – External Affairs
911 N. Bishop Rd., C207
Texarkana, TX 75501
Telephone: 903-792-3499

3. RYSTEC represents and warrants that it is a certified provider of local telecommunications service in the State of Missouri and that its adoption of the Terms will cover services in the State of Missouri only.
4. RYSTEC's adoption of the CD Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate pursuant to the Terms. Agreement shall be for a period of two (2) years from the CD Effective Date of November 20, 2005, and shall continue in full force and effect for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). Notwithstanding the above, the Parties may commence operations pursuant to the Terms pending approval of this Agreement by the Commission at RYSTEC's request and sole and exclusive risk.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), CENTURYTEL does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by CENTURYTEL of the Terms does not in any way constitute a waiver by CENTURYTEL of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CENTURYTEL of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of RYSTEC's 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing Interconnection Agreement with regard to the rates paid for the exchange of ISP-bound traffic.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

8. CENTURYTEL reserves the right to deny RYSTEC's adoption and/or application of the Terms, in whole or in part, at any time:
- (A) When the costs of providing the Terms to RYSTEC are greater than the costs of providing it to CD;
 - (B) If the provision of the Terms to RYSTEC is not technically feasible; or
 - (C) When Non-Recurring charges applicable to Resale are in CENTURYTEL's local tariff, rates apply without discount.
9. Should RYSTEC attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CENTURYTEL reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that by entering into this Agreement, CENTURYTEL is not waiving its right to maintain that it is a rural telephone company entitled to exemption under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

CENTURYTEL OF MISSOURI, LLC

By: Susan W. Smith

Name: Susan W. Smith

Title: Director - External Affairs

Date: 5/10/06

Reviewed and countersigned:

RYSTEC, INC.

By: Marc A. Rys

Name: Marc A. Rys

Title: President

Date: Aug 14 2006

FIRST ADDENDUM TO INTERCONNECTION AGREEMENT

WHEREAS, CenturyTel of Missouri, LLC ("CenturyTel") and Rystec, Inc. ("RYSTEC") (collectively, the "Parties") have executed concurrent with this document an interconnection agreement pursuant to sections 251 and 252 of the Communications Act of 1934, as amended, that contains general terms for, *inter alia*, interconnection of the Parties' networks and the exchange of traffic, for the State of Missouri (the "Agreement"), and

WHEREAS, the exchange of dial-up ISP-bound traffic has been a contentious issue, and

WHEREAS, CenturyTel and RYSTEC desire to modify and/or clarify terms and conditions applicable to points of interconnection and exchange of traffic (including dial-up ISP-bound traffic),

NOW THEREFORE, the Parties hereby supplement and amend the Agreement as follows:

SECTION 1. Conflict Between the Agreement and Addendum

Notwithstanding any provisions of the Agreement to the contrary, the following terms and conditions apply to the subjects and circumstances described in this First Addendum to Interconnection Agreement ("Addendum"). To the extent that there is any discrepancy between applying the Agreement and this Addendum, the terms of this Addendum will apply. The rates, terms and conditions included herein shall be considered to address the subjects in as comprehensive fashion as possible, so as to take precedence over conflicting or contradictory language in the underlying Agreement. Reference to specific sections is for convenience only, and shall not be read as excluding from its coverage other sections not so specifically referenced.

SECTION 2. VNXX Codes

For purposes of interpreting and applying the Agreement, the traffic covered by this Addendum will be treated as Local Traffic, notwithstanding section 3.2.4 of Article V or similar sections of the Agreement.

In particular, in return for consideration contained in Sections 4 and 6 of this Addendum, CenturyTel agrees to the following treatment of traffic associated with telephone numbers that RYSTEC has assigned or will assign to ISP customers and that are rated to CenturyTel rate centers or to rate centers that share a local calling area with CenturyTel rate centers ("ISP Numbers"). CenturyTel agrees to translate all RYSTEC ISP Numbers in its switches such that traffic dialed to the ISP Numbers will be treated as local, regardless of the physical location of the ISP customer. CenturyTel agrees that it will not seek "interexchange" treatment of traffic dialed to the ISP Numbers.

SECTION 3. Local Number Porting of ISP Customer Numbers

In return for consideration contained in Sections 4 and 6 of this Addendum, upon request, CenturyTel agrees to port to RYSTEC numbers associated with ISP customers in those instances where the ISP customer has changed service provider from CenturyTel to RYSTEC and the request is made in accordance with the Federal Telecommunications Act of 1996 ("Act") and any binding requirements of the Federal Communications Commission ("FCC") and the Public Service Commission of the State of Missouri ("MPSC"). CenturyTel agrees to port such numbers, regardless of the physical or service location of the ISP customer before or after the porting.

SECTION 4. Direct Connection

In return for consideration contained in Sections 2 and 3 of this Addendum, the Parties agree to direct connect their networks under the following terms and conditions. To the extent that RYSTEC has assigned to a customer a telephone number that is rated to a CenturyTel rate center, the Parties agree to establish a direct connection between each other's networks to accommodate exchange of traffic to or from such customer. Such direct connection shall be established via a single point of interconnection ("POI") at:

- a) The CenturyTel end office switch associated with the rate center to which the telephone number is rated, or
- b) The CenturyTel access tandem if the CenturyTel end office associated with the rate center to which the telephone number is rated subtends the CenturyTel access tandem and if the CenturyTel access tandem is in the same calling area as the CenturyTel end office, or

- c) A location mutually acceptable to the parties. In the event there is no mutually acceptable alternative location, the direct connection shall occur at the location identified in (a) or (b) above. In accordance with this subsection (c), the Parties have identified and mutually agreed to locations acceptable to one another, as set forth in the Attachment 1 to this Addendum.

RYSTEC shall be responsible for the costs of establishing such direct connection on its side of the POI, and CenturyTel shall be responsible for the costs of establishing such direct connection on its side of the POI, as established herein and in Attachment 1. Each Party shall be responsible for and bear its own costs in connection with the delivery of traffic to the POI.

RYSTEC shall have the option of purchasing transport facilities from CenturyTel in order to reach the POI, or may utilize third-party facilities, which choice shall not be a factor in identification of the location of the POI.

If RYSTEC elects to purchase transport facilities from CenturyTel, CenturyTel shall provide such transport facilities at the following rates:

Channel Termination - DS1	\$ 24.50
Channel Mileage Facility - DS1	\$ 0.61
Channel Termination - DS3	\$257.83
Channel Mileage Facility - DS3	\$ 15.72

SECTION 5. Non-CenturyTel Rate Center/Extended Area Service

To the extent that RYSTEC has assigned to a customer a telephone number that is rated to a non-CenturyTel rate center, and such rate center is within a local calling area shared with one or more CenturyTel end offices because of Extended Area Service ("EAS"), a direct connection will be required only under the following circumstances. Except as noted below, the Parties agree to establish a direct connection in the manner described in this Section when either (1) traffic between two single switches of each Party reaches a DS-1 level; or (2) when both of the following conditions are met: (a) one-way traffic between two single switches of each Party reaches 112,000 minutes of use ("MOUs") for three consecutive months, and (b) CenturyTel is properly assessed transiting charges by a third party, the properly assessed transiting charges associated with a single traffic exchange route exceed \$672 per month, and CenturyTel submits proof of payment of those properly assessed transiting charges. Traffic will be deemed to have reached a DS-1 level when combined traffic between the switches exceeds 225,000 MOUs for three consecutive months.

Should the conditions reflected in option (2) above be met, RYSTEC may, at its election, pay CenturyTel the difference between the properly assessed transiting charges associated with a single traffic exchange route per month and \$672 per month, rather than establish a direct connection. RYSTEC will provide notice of such election under the Notices provisions of Article III, Section 31, of the Agreement. CenturyTel will bill RYSTEC pursuant to such election on a quarterly basis after providing adequate proof of payment of the properly-assessed transiting charges billed by a third party.

Either Party may notify the other Party if the requirement to install a direct connection pursuant to this Section 4 is triggered. Upon such notification and verification that the requirement is triggered, the Parties shall work cooperatively to install such direct connection.

SECTION 6. Reciprocal Compensation Charges

In return for consideration contained in Sections 2 and 3 of this Addendum, the Parties agree that neither will seek reciprocal compensation for traffic originated by either Party's end users and terminated to the ISP Numbers of any ISP, including an ISP affiliate of either Party.

SECTION 7. Term of the Addendum

Notwithstanding the termination provisions in the Agreement, the terms of this Addendum shall independently remain effective and shall be applied to the traffic described in this Addendum until either the Parties mutually agree to terminate this Addendum, or the later of one of the following events:

- a) An effective FCC or Missouri PSC order, effective federal or Missouri legislation, an effective federal court order from a jurisdiction that includes the CenturyTel service area covered by the Agreement, or an effective Missouri state court order that is inconsistent with the provisions of this Addendum (in which case either Party may request amendments as appropriate pursuant to the Subsequent Law provisions of Article III, Section 41 of the Agreement), or
- b) Passage of three years from execution of this Addendum.

SECTION 8. Continued Effectiveness of Agreement

To the extent not modified or supplemented by this Addendum, the Agreement, including its Subsequent Law and Dispute Resolution provisions, remains in full force and effect.

IN WITNESS WHEREOF, each Party has executed this Addendum. The Effective Date of this Addendum for such purposes will be established by the date of the final signature on this Addendum, subject to confirmation by Commission approval order.

CenturyTel of Missouri, LLC

By: Jeffrey S. Glover

Name: Jeffrey S. Glover

Title: Vice President External Relations

Date: Aug. 17, 2006

Rystec, Inc.

By: Mark A. Rys

Name: Mark A. Rys

Title: PRESIDENT

Date: Aug 14, 2006