

# **Exhibit A**

to

Affidavit of Susan Smith  
In Support of CenturyTel of Missouri, LLC's  
Motion to Strike

**Paul M. Schudel**

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**From:** Halm, K.C. [KCHalm@dwt.com]  
**Sent:** Thursday, June 12, 2008 5:43 PM  
**To:** Susan Smith; Kate Proctor; Hill, Gavin  
**Cc:** Pruitt, Bill; Williams, Cliff  
**Subject:** RE: Article VI - UNES \* Sender needs your KL Gates e-mail address

**Attachments:** CTCL-CHTR ICA UNE Article VI 5-30-08 (w CHTR comments).DOC



CTCL-CHTR ICA  
UNE Article VI 5...

Attached are our further comments (notes) to the integrated, and revised version of Article VI, UNES, that you delivered to us on 5/30. We will be ready to discuss tomorrow.

Thanks,

KC Halm

K.C. Halm | Davis Wright Tremaine LLP  
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Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle |  
Shanghai | Washington, D.C.

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From: Susan Smith [mailto:susan.smith@CenturyTel.com]  
Sent: Friday, May 30, 2008 6:31 PM  
To: Halm, K.C.; Pruitt, Bill; Kate Proctor  
Subject: Article VI - UNES

Attached is a revised copy of Article VI - UNES merely showing what remains in dispute between the parties. As previously discussed, we will move the NID section of the Article to the Additional Services Article for the rural companies in WI and TX. Please let me know if there is anything incorrect.

Susan Smith

(903)792-3499

**CHTR and CTCL *INTEGRATED* REVISIONS TO OPEN ISSUES IN  
CTCL TEMPLATE ICA (Art. VI - UNEs)**

*Updated as of 6/12/08*

– For Discussion Purposes Only, Subject to Further Review and Comment –

**ARTICLE VI: UNBUNDLED NETWORK ELEMENTS (UNEs)**

**1.0 INTRODUCTION**

In accordance with this Agreement and Applicable Law, CenturyTel agrees to provide Charter access to certain CenturyTel Network Elements, as specifically set forth herein, on an unbundled basis (“Unbundled Network Elements” or “UNEs”) individually for the provision of Telecommunications Services. Notwithstanding any other provision of this Agreement, CenturyTel shall only be obligated to provide UNEs to Charter to the extent required by this Agreement and Applicable Law and may decline to provide UNEs to Charter to the extent that provision of such UNEs are not required by this Agreement or Applicable Law.

**2.0 GENERAL TERMS AND CONDITIONS**

In addition to the more specific terms and conditions set forth in this Article governing specific UNEs or services, the terms and conditions of this Section 2 also shall apply with respect to the provisioning of each UNE or service made available under this Agreement.

- 2.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyTel will provide Charter with nondiscriminatory access to the UNEs made available under this Article. In providing access to UNEs under this Agreement, and to the extent required by Applicable Law, CenturyTel shall provide Charter, upon Charter’s request, access to all of the features, functions and capabilities of such UNEs in a manner that allows Charter to provide any Telecommunications Service that can be offered by means of such UNEs. Subject to the terms and conditions of this Article, Charter may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other CenturyTel Network Elements or UNEs (Combinations) in order to permit Charter to provide Telecommunications Services to its End User Customers. Subject to the terms and conditions of this Agreement, and to the extent required by Applicable Law, Charter may also commingle a UNE or Combination with other wholesale services Charter has obtained from CenturyTel to provide Telecommunications Services to its End User Customers.
- 2.2 Quality of UNEs and Access to UNEs. To the extent technically feasible, the quality of a UNE provided by CenturyTel to Charter, as well as the quality of the access to such UNE, shall be equal in quality to that which CenturyTel provides to itself. If such quality is not technically feasible, the quality of such UNE or access to such UNE shall be the same for all CLECs that have requested access to such UNE.
- 2.3 Ordering Processes & Provisioning Intervals. Unless expressly stated otherwise in this Article, the ordering processes and standard provisioning intervals

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applicable to UNEs made available pursuant to this Article shall be as set forth in the CenturyTel Service Guide. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyTel provisions the same Network Elements to itself.

**OPEN – CHARTER – Related to issue with Service Guide.**

[NOTE: IMPASSE (per previous discussions on incorporation of Service Guide).]

- 2.4 Existing Facilities. CenturyTel shall be obligated to provide UNEs pursuant to this Agreement only to the extent such UNEs (and the equipment and facilities necessary to provide such UNEs) are Currently Available in CenturyTel's network. Except as otherwise required by Applicable Law, CenturyTel shall have no obligation to construct or deploy new facilities or equipment in order to provision a UNE to satisfy Charter's request.
- 2.5 Statutory Restriction. Charter shall not access a UNE for the exclusive purpose of providing mobile wireless services or interexchange services. Charter may access UNEs for the purpose of providing a Telecommunications Service, which does not include the provision of telecommunications utilized by Charter for its own use, administrative or otherwise.
- 2.6 [Intentionally left blank.]
- 2.7 Proprietary Network Elements. Any dispute between the Parties as to whether a Network Element is proprietary to CenturyTel shall be subject to the requirements and process set forth in 47 C.F.R. § 51.317.
- 2.8 Changes in Law. Notwithstanding anything elsewhere in this Agreement, the Parties expressly agree that any changes to ILEC unbundling obligations that occur after the Effective Date of this Agreement as a result of a change in law, including but not limited to, changes to the Act or changes to the FCC's rules governing the unbundling of Network Elements shall be subject to the change-in-law provisions set forth in Section 12 of Article III.
- 2.9 BFR Process. To the extent CenturyTel is required by Applicable Law to make UNEs other than those specifically identified in this Article available to Charter, CenturyTel will make such UNEs available to Charter pursuant to the BFR process set forth in Article III, Section 10.
- 2.10 [Intentionally left blank.]
- 2.11 [Intentionally left blank.]
- 2.12 [Intentionally left blank.]

**CHTR and CTCL *INTEGRATED* REVISIONS TO OPEN ISSUES IN  
CTCL TEMPLATE ICA (Art. VI - UNEs)**

*Updated as of 6/12/08*

– For Discussion Purposes Only, Subject to Further Review and Comment –

- 2.13 [Intentionally left blank.]
- 2.14 [Intentionally left blank.]
- 2.15 Effect of Charter Disconnecting a UNE. Where UNEs provided to Charter are dedicated to a single End User, if such elements are for any reason disconnected, they will be made available to CenturyTel for future provisioning needs unless such element is disconnected in error. Charter agrees to relinquish control of any such UNE concurrent with the disconnection of Charter's End User's services.
- 2.16 Parties Responsible for Own Services. Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers.
- 2.17 Ownership of UNE Facilities. The use of the terms "purchase" or "lease" herein notwithstanding, UNEs provided to Charter under the provisions of this Article will remain the property of CenturyTel. However, unless otherwise agreed by the Parties, Charter shall have exclusive use of a UNE purchased or leased under this Article for the period of time during which the terms of this Article are in effect, unless Charter sooner relinquishes its use of such facility pursuant to the terms of this Agreement.
- 2.18 Impairment of Service. Charter's use of any CenturyTel UNE, or of its own equipment or facilities in conjunction with any CenturyTel UNE, will not materially interfere with or impair service over any facilities of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue Charter's offending service or refuse service if Charter violates this provision.
- 2.19 Performance of Unbundled Network Elements.
- 2.19.1 Upon Charter's specific request, CenturyTel shall provide Charter technical information about CenturyTel's network facilities sufficient to facilitate Charter's access to UNEs consistent with the requirements of Applicable Law and this Agreement.
- 2.19.2 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to

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CTCL TEMPLATE ICA (Art. VI - UNEs)**

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materially impact the other Party's service consistent with the timelines and guidelines established by 47 C.F.R. §§ 51.325-335. Charter will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesign or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations or procedure of CenturyTel, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

- 2.20 Equipment Compatibility. Charter will use and/or connect equipment and facilities to UNEs obtained from CenturyTel that are compatible with such UNEs.
- 2.21 Denial of UNE Request. In the event that CenturyTel asserts that it does not have the ability to provide the requested Network Elements, CenturyTel shall provide an explanation of the reason CenturyTel cannot provide the requested Network Elements. If the reason that CenturyTel cannot provide the requested Network Elements is due to a lack of facilities, CenturyTel shall have no obligation to construct such Network Elements at Charter's request. However, Charter may request to work with CenturyTel to establish a construction plan, and Charter shall bear all costs associated with engineering and construction of any additional Network Elements at Charter's request and/or for Charter's use.

**3.0 NETWORK INTERFACE DEVICE**

- 3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, CenturyTel also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to Section 2.0 and its subsections, CenturyTel shall provide access to the NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in Article XI (Pricing), and such rates and charges shall apply.
- 3.2 The NID UNE is defined as any means of interconnection of customer premises wiring to CenturyTel's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the demarcation point between the loop (inclusive of the NID) and the End User Customer's inside wire. Except in multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building, maintenance and control of the End User Customer's inside wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.

**CHTR and CTCL *INTEGRATED* REVISIONS TO OPEN ISSUES IN  
CTCL TEMPLATE ICA (Art. VI - UNEs)**

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[NOTE: The highlighted language appears to simply repeat, or restate, the definition of a NID in Section 2.103. It therefore is duplicative, and possibly redundant. We should leave our definitional disputes in the definitions section.]

- 3.3 Charter may obtain unbundled access to the NID on CenturyTel's network side or the End User Customer's side on a stand-alone basis to permit Charter to connect its own loop facilities to the premises wiring at any customer location. *Charter may not connect the End User Customer side of the NID except as a UNE in accordance with these terms.* Any repairs, upgrade and/or rearrangements to the NID requested or required by Charter will be performed by CenturyTel based on the Time and Material Charges set out in Article XI (Pricing). CenturyTel, at the request of Charter, will disconnect the CenturyTel Local Loop from the NID, at charges reflected in Article XI (Pricing). Charter may elect to disconnect CenturyTel's Local Loop from the NID on the customer's side of the NID, but Charter shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall Charter connect to either side of the NID, even as an ordered UNE, unless the CenturyTel network is first disconnected from the NID as set forth in this Article.

3.3.1 Notwithstanding any other provision of this Agreement, when Charter is connecting a Charter provided loop to the inside wiring of a customer's premises through the customer side of the CenturyTel NID, Charter does not need to submit a request to CenturyTel and CenturyTel shall not charge Charter for access to the CenturyTel NID.

- 3.3.2 Notwithstanding any other provision of this Agreement, when Charter is connecting a Charter provided loop to the CLEC provided interface device (i.e. terminal equipment) to the inside wiring of a customer's premises without connecting to the End User Customer side of the CenturyTel NID, Charter does not need to submit a request to CenturyTel and CenturyTel shall not charge Charter for the processes described herein.

4/29: OPEN - CHTR requires additional language, to address any legacy access issues. Subsection 3.3.1 deals with legacy issues, and 3.3.2 deals with established processes.

[NOTE: Parties are at IMPASSE on Section 3.3 and 3.3.1.]

- 3.4 With respect to multiple dwelling units or multiple-unit business premises, Charter shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyTel's NID.
- 3.5 CenturyTel shall be under no obligation to install a NID in order to enable Charter to interconnect to such NID, but CenturyTel shall make available to Charter any NID that exists at the time Charter seeks interconnections to a NID to serve an

**CHTR and CTCL *INTEGRATED* REVISIONS TO OPEN ISSUES IN  
CTCL TEMPLATE ICA (Art. VI - UNEs)**

*Updated as of 6/12/08*

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End User Customer. The NIDs that Charter uses under this Article will be existing NIDs already installed by CenturyTel to serve its End Users.

3.6 In no case shall Charter access, remove, disconnect or in any other way rearrange CenturyTel's loop facilities from CenturyTel's NIDs, enclosures or protectors. In no case shall Charter attach to, remove or disconnect ground wires from CenturyTel's NIDs, enclosures or protectors. In no case shall Charter remove or disconnect NID modules, protectors or terminals from CenturyTel's NID enclosures.

3.7 Charter may request any additional types of access to the NID not specifically referenced above. CenturyTel will consider the requested type of access via the BFR process set forth in Article III, Section 10.

4.0 [Intentionally left blank.]

5.0 [Intentionally left blank.]

6.0 [Intentionally left blank.]

7.0 [Intentionally left blank.]

8.0 [Intentionally left blank.]

**9.0 CALL-RELATED DATABASES**

9.1 Call-related databases are defined as databases other than operations support systems that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a Telecommunications Service. Call-related databases include the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and down stream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. Access to the CenturyTel 911 or E911 call-related databases will be provided as described in Article IX (Additional Services) and consistent with CenturyTel's obligations under 47 C.F.R. 51.319(f).

10.0 [Intentionally left blank.]

11.0 [Intentionally left blank.]

**12.0 PRICING**

Charter agrees to pay CenturyTel the rates and charges applicable to the UNEs and services it provides to Charter pursuant to this Article as such rates and charges are set forth in Article XI (Pricing).

**CHTR and CTEL *INTEGRATED* REVISIONS TO OPEN ISSUES IN  
CTEL TEMPLATE ICA (Art. VI - UNEs)**

*Updated as of 6/12/08*

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[NOTE: CHTR's acceptance of this provision is conditioned upon CenturyTel's delivery of a proposed final price list.]

[TEXAS (Rural): Include NID language in the Ancillary Services section.]

[WISCONSIN (Rural): Include NID language in the Ancillary Services section.]

[WISCONSIN (Non-Rural): Include NID language in the UNE section.]

[MISSOURI (Non-Rural): Include NID language in the UNE section.]

# **Exhibit B**

to

Affidavit of Susan Smith  
In Support of CenturyTel of Missouri, LLC's  
Motion to Strike

## Paul M. Schudel

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**From:** Susan Smith [susan.smith@CenturyTel.com]  
**Sent:** Tuesday, December 18, 2007 8:28 PM  
**To:** Susan Smith; Halm, K.C.; Todd Stein  
**Cc:** Williams, Cliff  
**Subject:** RE: MO and TX

**Attachments:** ARTICLE XI Pricing - Lake Dallas.doc; ARTICLE XI Pricing - Missouri.doc



ARTICLE XI Pricing -ARTICLE XI Pricing -  
Lake Dall... Missouri...

I left off Coordinated Hot Cut. Please use revised list.

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**From:** Susan Smith  
**Sent:** Tuesday, December 18, 2007 7:33 PM  
**To:** 'Halm, K.C.'; Todd Stein  
**Cc:** Williams, Cliff  
**Subject:** RE: MO and TX

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**From:** Halm, K.C. [mailto:KCHalm@dwt.com]  
**Sent:** Friday, December 14, 2007 12:51 PM  
**To:** Susan Smith; Todd Stein  
**Cc:** Williams, Cliff  
**Subject:** Follow up to our teleconference on 12/14/07

Susan & Todd -

As a follow up to our teleconference earlier today, you have promised to provide us the following documents related to our ongoing negotiations:

- (1) the CenturyTel revised UNE section (which Susan recently marked up);
- (2) the Grande-CenturyTel TX ICA reflecting the NID arrangement between the parties; and
- (3) CenturyTel's proposed price lists for MO, WI and TX (for both the rural and non-rural agreements), no later than 12/19/07.

Thanks very much,

K.C. Halm | Davis Wright Tremaine LLP  
1919 Pennsylvania Avenue NW, Suite 200 | Washington, DC 20006  
Tel: (202) 973-4287 | Fax: (202) 973-4499  
Email: <mailto:kchalm@dwt.com> kchalm@dwt.com | Website: <http://www.dwt.com/>  
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Shanghai | Washington, D.C.

## ARTICLE XI: PRICING

### I. NON-RECURRING CHARGES

#### A. Pre-ordering

|                                     |          |
|-------------------------------------|----------|
| CLEC Account Establishment Per CLEC | \$273.09 |
| Customer Record Search Per Account  | \$ 11.69 |

#### Application of PreOrdering NRCs

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that \*\*CLEC orders any service. Applies only to new CLECs when implementing initial Account.

“Customer Record Search” applies when \*\*CLEC requests a summary of the services currently subscribed to by the End User Customer.

#### B. Ordering

|                 |   |
|-----------------|---|
| LSR – per Order | \$11.29 – Initial Order   |
|                 | \$ 7.54 – Subsequent Order<br>to Amend,<br>Suspend or Cancel<br>a Pending Order |
|                 | \$12.60 – Expedite Request<br>(Billed in addition<br>to Initial LSR<br>Charge.) |

#### C. Time and Material and Maintenance Service Charges

|   |          |
|---|----------|
| Basic Time – per half hour                | \$ 30.93 |
| Overtime and Premium Time – per half hour | \$ 41.77 |
| Materials -                               | \$ TBD   |

**D. Coordinated Hot Cut**

|                            |         |
|----------------------------|---------|
| CHC – 1 <sup>st</sup> Hour | \$42.84 |
| CHC – Add'l Quarter Hour   | \$10.71 |

**II. INTERCONNECTION PRICING**

A. **Leased Facility Interconnection Reference** *Have to Locate Tariff*

**B. Reciprocal Compensation**

Local Traffic excluding Local Traffic that is also  
Information Access / ISP-Bound Traffic  
(If invoked pursuant to Article V, Section 4.4.2) \$ TBD

Local Traffic that is also Information Access / ISP-  
Bound Traffic Bill and Keep

**C. Initial Factors:**

Initial Originated Local Traffic Factor 50%

**III. ADDITIONAL SERVICES**

A. Directory Services See Article XIII

B. NP Coordinated Hot Cut See Article IX

C. NP Dip Charge *(need to Locate Tariff Reference)*

D. Basic and 12x NID (per line) \$ 1.91 month

## ARTICLE XI: PRICING

### I. NON-RECURRING CHARGES

#### A. Pre-ordering

|                                     |          |
|-------------------------------------|----------|
| CLEC Account Establishment Per CLEC | \$273.09 |
| Customer Record Search Per Account  | \$ 11.69 |

#### Application of PreOrdering NRCs

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that \*\*CLEC orders any service. Applies only to new CLECs when implementing initial Account.

“Customer Record Search” applies when \*\*CLEC requests a summary of the services currently subscribed to by the End User Customer.

#### B. Ordering

|                 |   |
|-----------------|---|
| LSR – per Order | \$23.88 – Initial Order   |
|                 | \$ 8.57 – Subsequent Order<br>to Amend,<br>Suspend or Cancel<br>a Pending Order |
|                 | \$12.60 – Expedite Request<br>(Billed in addition<br>to Initial LSR<br>Charge.) |

#### C. Time and Material and Maintenance Service Charges

|   |          |
|---|----------|
| Basic Time – per half hour                | \$ 30.93 |
| Overtime and Premium Time – per half hour | \$ 41.77 |
| Materials -                               | \$ TBD   |

**D. Coordinated Hot Cut**

CHC – 1<sup>st</sup> Hour \$42.84

CHC – Add'l Quarter Hour \$10.71

**II. UNE PRICING**

**Network Interface Device (NID)**

Basic and 12x NID (per line) \$ 1.91 month

**III. INTERCONNECTION PRICING**

**A. Leased Facility Interconnection**

**PSC MO. No. 2  
Facilities for  
Intrastate Access**

**B. Reciprocal Compensation**

Local Traffic excluding Local Traffic that is also  
Information Access / ISP-Bound Traffic  
(If invoked pursuant to Article V, Section 4.4.2) \$ TBD

Local Traffic that is also Information Access / ISP-  
Bound Traffic Bill and Keep

**C. Tandem Switching and Transport**

Tandem Switching, per MOU \$ 0.0016835

Tandem Transport Termination per MOU \$ 0.0000663

Tandem Transport Facility Mileage (MOU/Mile) \$ 0.0000017

**D. Local Traffic Transiting Charges**

Tandem Switching, per MOU \$ 0.0016835

Tandem Transport Termination per MOU \$ 0.0000663

Tandem Transport Facility Mileage (MOU/Mile) \$ 0.0000017

**E.     Initial Factors:**

|  |            |
|--|------------|
| <b>Initial Originated Local Traffic Factor</b> | <b>50%</b> |
|--|------------|

**IV.    ADDITIONAL SERVICES**

|                            |                        |
|----------------------------|------------------------|
| <b>A.     911 Services</b> | <b>See Article XII</b> |
|----------------------------|------------------------|

|                                  |                         |
|----------------------------------|-------------------------|
| <b>B.     Directory Services</b> | <b>See Article XIII</b> |
|----------------------------------|-------------------------|

|                                      |                       |
|--------------------------------------|-----------------------|
| <b>C.     NP Coordinated Hot Cut</b> | <b>See Article IX</b> |
|--------------------------------------|-----------------------|

|   |                        |
|---|------------------------|
| <b>D.     NP Dip Charge</b><br><i>Tariff Reference)</i> | <i>(need to Locate</i> |
|---|------------------------|

|                           |  |
|---------------------------|--|
| <b>E.     Collocation</b> | <b>PSC Mo. No. 8</b><br><b>Local Network</b><br><b>Access Services</b> |
|---------------------------|--|

# **Exhibit C**

to

Affidavit of Susan Smith  
In Support of CenturyTel of Missouri, LLC's  
Motion to Strike

**Paul M. Schudel**

---

**From:** Hill, Gavin [Gavin.Hill@klgates.com]  
**Sent:** Thursday, July 24, 2008 9:39 PM  
**To:** Halm, K.C.  
**Cc:** Bill.Pruitt@chartercom.com; Cliff.Williams@chartercom.com; Smith, Susan; Hill, Gavin  
**Subject:** CTL/Charter - draft master Art. XI (Pricing) for Missouri

**Attachments:** DALLAS-#1114170-v1-CenturyTel-Charter\_-\_Master\_Art\_\_XI-Pricing\_-\_Missouri.DOC



DALLAS-#1114170-  
v1-CenturyTel-...

K.C. -- The above referenced article is attached.

Regards,  
Gavin

<<DALLAS-#1114170-v1-CenturyTel-Charter\_-\_Master\_Art\_\_XI-Pricing\_-\_Missouri.DOC>>

## ARTICLE XI: PRICING

### I. RESALE PRICING N/A

### II. UNE PRICING

|  |            |
|--|------------|
| Network Interface Device (stand alone) | <u>MRC</u> |
| Basic NID                              | \$1.91     |
| Complex (12 x) NID                     | \$1.91     |

|  |            |
|--|------------|
| Network Interface Device (stand alone) | <u>NRC</u> |
| Initial Service Order (ISO)            | \$33.38    |
| Outside Facility Connection            | \$43.69    |

#### Application of UNE Pricing

“Initial Service Order” (ISO) applies to every Local Service Request (LSR) for NIDs.

“Outside Facility Connection” applies in addition to the ISO charge when incremental fieldwork is required **and where \*\*CLEC specifically requests that CenturyTel perform such incremental fieldwork.**

### III. INTERCONNECTION PRICING

#### A. Reciprocal Compensation

|   |       |
|---|-------|
| Local Traffic excluding Local Traffic that is also<br>Information Access / ISP-Bound Traffic<br>(If invoked pursuant to Article V, Section 4.4.2) | \$TBD |
|---|-------|

|   |               |
|---|---------------|
| Local Traffic that is also Information Access / ISP-<br>Bound Traffic (pursuant to Article IV, Section 4.2.3) | Bill and Keep |
|---|---------------|

#### B. Transiting Charges:

|  |             |
|--|-------------|
| Tandem Switching per MOU:                          | \$ .0016835 |
| Tandem Transport Termination per MOU               | \$ .0000663 |
| Tandem Transport Facility Mileage per MOU per Mile | \$ .0000017 |

|  |   |
|--|---|
| C. Entrance Facilities / Leased Facility Interconnection | <u>PSC Mo. No. 2 Facilities for<br/>Intrastate Access</u> <b>Cost Based<br/>Rates</b> |
|--|---|

D. Initial Factors:

|   |     |
|---|-----|
| Initial Originated Local Traffic Factor | 50% |
|---|-----|

E. Stranded Interconnection plant/facility per Article III, section 11.6      TBD

**IV. 911**

- A. The following trunk charges will be paid to CenturyTel for each E911 PSAP to which the Provider connects.

|                                    |  |                                    |
|------------------------------------|--|------------------------------------|
| 911 Trunk Charge<br>Channel (Each) | Monthly Recurring<br>\$85.00 per trunk | Nonrecurring<br>\$170.00 per trunk |
|------------------------------------|--|------------------------------------|

- B. 911 Facilities from the Provider's owned or leased network to CenturyTel's Selective Router (if provided by CenturyTel)

|  |                   |              |
|--|-------------------|--------------|
| 911 Facilities from<br>Provider network to<br>CenturyTel Selective<br>Router | Monthly Recurring | Nonrecurring |
|--|-------------------|--------------|

|                         |  |  |
|-------------------------|--|--|
| Special Access Circuits | Per State Access<br>Tariff PSC Mo. No. 2<br><b>Section(s) [insert]</b> | Per State Access Tariff<br>PSC Mo. No. 2<br><b>Section(s) [insert]</b> |
|-------------------------|--|--|

- |  |                      |              |
|--|----------------------|--------------|
| C. Automatic Location Identification<br>(ALI) Database | Monthly<br>Recurring | Nonrecurring |
|--|----------------------|--------------|

- |  |           |                        |
|--|-----------|------------------------|
| i. Per Article VII 3.4.5 – If **CLEC uses<br>CenturyTel's E911 gateway | No Charge | \$ 380.00 <sup>1</sup> |
| ii. If **CLEC does not utilize CenturyTel's E911 Gateway               |           |                        |
| a. Database Administration, per database                               | \$ 380.00 | \$--                   |

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<sup>1</sup> A one-time charge that applies to new CLECs when establishing gateway connection.

|  | Monthly<br>Recurring | Nonrecurring |
|--|----------------------|--------------|
| b. Database  |                      |              |
| 1) each non-CENTURYTEL subscriber record for which CENTURYTEL will verify via the MSAG   | .04                  | .35          |
| iii. Third Party FRAD Connectivity<br>Third Party Frame Relay Access Device (FRAD) Connectivity provides for retrieval of ALI Database Information for wireless and competitive Local Providers using a non-CenturyTel Third Party Database Provider over a Non-Call Associated Signaling (NCAS) solution. |                      |              |
| 1) FRAD Access   | 63.44                | --           |
| 2) Steerable ALI Software  | 71.42                | 1000.00      |
| iv. Selective Routing Port Charges for Connecting Companies  |                      |              |
| 1) Selective Router Port Connection, per trunk   | 47.19                | 150.00       |
| 2) CMRS/VOIP Additive, per wireless or nomadic VOIP service trunk  | 82.54                | --           |
| D. Additional file copy of the MSAG  | --                   | \$250.00     |

## V. DIRECTORY SERVICES RATES AND CHARGES

|  |   |
|--|---|
| Preliminary Pages  | No Charge   |
| Directory Listings   |   |
| Primary Listings as Specified in _____   | No Charge   |
| Tariff Items ( <i>e.g.</i> , additional listings, foreign listings, enhanced listings) | <u>Pursuant to Rates set forth in CenturyTel of MO PSC No. 1 General and Local Exchange Tariff, Section(s) [insert]</u> |
| Order Fulfillment  | No Charge   |
| White Pages Galleys/Page Proofs/Corrections to Listings                                | Cost determined by Publisher upon   |

Copies of Directories

No Charge to Local End Users

## VI. OTHER PRICING

### A. Pre-ordering

|                                    |                       |
|------------------------------------|-----------------------|
| CLEC Account Establishment         | \$252.52 <sup>2</sup> |
| Customer Record Search Per Account | \$ 7.47               |

### B. Ordering

#### Initial Service Order

|                |                 |
|----------------|-----------------|
| <u>Simple</u>  | <u>\$ 13.71</u> |
| <u>Complex</u> | <u>\$ 78.48</u> |

|                                 |                |
|---------------------------------|----------------|
| <u>Subsequent Service Order</u> | <u>\$ 7.39</u> |
|---------------------------------|----------------|

|                               |                 |
|-------------------------------|-----------------|
| <u>Manual Ordering Charge</u> | <u>\$ 12.17</u> |
|-------------------------------|-----------------|

### C. Custom Handling

|   |          |
|---|----------|
| Service Order Expedite                            | \$ 12.59 |
| Coordinated Conversion                            | \$ 17.76 |
| Hot Coordinated Conversion (1 <sup>st</sup> Hour) | \$ 42.84 |
| Hot Coordinated Conversion (per add'l ¼ Hour)     | \$ 10.71 |

### D. Additional Services

|                 |  |
|-----------------|--|
| NP Query Charge | Rates set forth in appropriate CTOC FCC #2<br>or #3 Interstate Access Tariff, <b>Section(s)</b><br><b>[insert]</b> |
|-----------------|--|

|                                      |                    |
|--------------------------------------|--------------------|
| Category 11 Mechanized Record Charge | \$ .05 per message |
|--------------------------------------|--------------------|

Time and Material and Maintenance Service Charges

<sup>2</sup> Applies only to new CLECs when implementing initial account.

|   |         |
|---|---------|
| Basic Time – per half hour                | \$30.93 |
| Overtime and Premium Time – per half hour | \$41.77 |
| Materials                                 | \$TBD   |

Collocation

PSC Mo. No. 8  
Local Network Access Services

### Application of Other Pricing

#### Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that Charter orders any service.

“Customer Record Search” applies when Charter requests a summary of the services currently subscribed to by the End User Customer.

#### Ordering:

“Initial Service Order” (ISO) applies to every Local Service Request (LSR).

A “Simple” ISO charge applies to every LSR submitted that contains 1 – 9 numbers.

A “Complex” ISO charge applies to every LSR submitted that contains in excess of 10 or more numbers.

“Subsequent Service Order” applies to any modification to an existing LSR.

“Manual Ordering Charge” applies in addition to the ISO charge for every LSR that is submitted manually where an electronic interface for such LSR is available.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if Charter requests service prior to the standard due date intervals. Additional time and material charges may also apply if expedite is accepted.

“Coordinated Conversion” applies if Charter requests notification and coordination of service cut-over prior to the service becoming effective.

“Hot Coordinated Conversion (1<sup>st</sup> Hour)” applies if Charter requests real-time coordination of a service cut-over that takes one hour or less.

“Hot Coordinated Conversion (per add’l ¼ Hour)” applies, in addition to the Hot Coordinated Conversion (1<sup>st</sup> Hour), for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

# **Exhibit D**

to

Affidavit of Susan Smith  
In Support of CenturyTel of Missouri, LLC's  
Motion to Strike

**Paul M. Schudel**

---

**From:** Halm, K.C. [KCHalm@dwt.com]  
**Sent:** Thursday, July 17, 2008 6:43 PM  
**To:** Hill, Gavin; susan.smith@centurytel.com  
**Cc:** Williams, Cliff; Pruitt, Bill  
**Subject:** CHTR - CTL Art. XI - Pricing / CHTR Comments

**Attachments:** DALLAS-#1112556-v1-CTL\_Charter-Master\_Art\_\_XI-Pricing\_-\_WISCONSIN\_(RURAL)  
(CHTR vers. 7-17).DOC; DALLAS-#1112555-v1-CTL\_Charter\_-\_Master\_Art\_\_XI-Pricing-  
WISCONSIN\_(NON-RURAL) (CHTR vers. 7-17).DOC



DALLAS-#1112556-DALLAS-#1112555-  
v1-CTL\_Charter... v1-CTL\_Charter...

<<DALLAS-#1112556-v1-CTL\_Charter-Master\_Art\_\_XI-  
Pricing\_-\_WISCONSIN\_(RURAL) (CHTR vers. 7-17).DOC>> <<DALLAS-#1112555-v1-  
CTL\_Charter\_-\_Master\_Art\_\_XI-Pricing-WISCONSIN\_(NON-RURAL) (CHTR vers. 7-17).DOC>>

Our proposed revisions to Article XI, Pricing.

KC

K.C. Halm | Davis Wright Tremaine LLP  
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www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle |  
Shanghai | Washington, D.C.

## ARTICLE XI: PRICING

### I. INTERCONNECTION PRICING

#### A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also  
Information Access / ISP-Bound Traffic  
(If invoked pursuant to Article V, Section 4.4.2) \$TBD

Local Traffic that is also Information Access / ISP-  
Bound Traffic (pursuant to Article IV, Section 4.2.3) Bill and Keep

#### B. Transiting Charge:

CenturyTel of the Midwest-Wisconsin, LLC Intrastate Access Tariff #1  
<http://www.centurytel.com/resources/pdf/applications/tariffs>

|                                |   |
|--------------------------------|---|
| Tandem Switching:              | Intrastate Switched Access Service Tariff rate<br>set forth in Section [INSERT]<br>of CenturyTel of Wisconsin<br>Intrastate Access Tariff<br>[INSERT FORMAL NAME],<br>Section(s) [INSERT] |
| Tandem Switched Facility       | Intrastate Switched Access Service Tariff rate<br>set forth in Section [INSERT]<br>of CenturyTel of Wisconsin<br>Intrastate Access Tariff<br>[INSERT FORMAL NAME],<br>Section(s) [INSERT] |
| Transport Switched Termination | Intrastate Switched Access Service Tariff rate<br>set forth in Section [INSERT]<br>of CenturyTel of Wisconsin<br>Intrastate Access Tariff<br>[INSERT FORMAL NAME]<br>Section(s) [INSERT]  |

#### C. Entrance Facilities / Leased Facility Interconnection

Rates set forth in Section(s)  
[INSERT] of Intrastate Access  
Service Tariff  
CenturyTel of the Midwest-  
Wisconsin, LLC Intrastate

Access Tariff #1, Section(s)  
[INSERT]

D. Initial Factors:

Initial Originated Local Traffic Factor 50%

E. Stranded Interconnection plant/facility per Article III, section 11.6 TBD

IV. 911

**[NOTE: DO THE RURAL COMPANIES PROVIDE 911? WE THOUGHT YOU INDICATED THAT THEY DID NOT. IF SO, WE SHOULD DELETE THIS ENTIRE SECTION.]**

- A. 911 Facilities from the Provider's owned or leased network to CenturyTel's Selective Router (if provided by CenturyTel)

|   | Monthly Recurring | Nonrecurring |
|---|-------------------|--------------|
| 911 Facilities from<br>Provider network to<br>CenturyTel Selective Router |                   |              |

[PROPOSED RATES???

|                         | Per State Special<br>Access Tariff | Per State Special<br>Access Tariff |
|-------------------------|------------------------------------|------------------------------------|
| Special Access Circuits |                                    |                                    |

Rates set forth in CenturyTel Intrastate Access  
Service Tariff [INSERT NAME OF CO.]  
Intrastate Access Tariff #1, Section(s)  
[INSERT FORMAL NAME OF TARIFF]

- B. Automatic Location Identification (ALI)

|  | Per State Access<br>Tariff | Per State Access<br>Tariff |
|--|----------------------------|----------------------------|
| Connection to third party Database                   |                            |                            |
| Additional File Copy of MSAG                         | N/A                        | \$250.00                   |
| PANI Database and Selective<br>Routing Billing Units | \$.09                      | \$.31                      |
| Miscellaneous Connection                             |                            |                            |
| MF to SS7 Trunk<br>Conversion Per Trunk              | N/A                        | \$246.00                   |

|  |         |     |
|--|---------|-----|
| Port Connection                          | \$39.07 | N/A |
| Wireless/VOIP Additive<br>Per Connection | \$95.76 | N/A |

C. [Intentionally Left Blank.] All other Costs

- ~~1)Wireless and nomadic VOIP Providers— Charter will bill the rate established by the Wisconsin Public Service Commission pursuant to State E911 statute. Charter will remit such billings to the Commission so that the Commission may remit to the Counties and Providers as appropriate. CenturyTel will be reimbursed by the Counties for the costs of providing this service to Charter.~~
- ~~2)Wireline and Non-nomadic VOIP Providers— Charter will bill the rate established by the County 911 contract. Charter will true up the expenses and revenues with CenturyTel on a monthly basis pursuant to the terms of the County Contract.~~

[NOTE: CHTR does not participate in the Wisconsin “County 911” agreement, and is not a signatory to that contract.

V. **DIRECTORY SERVICES RATES AND CHARGES**

|  |   |
|--|---|
| Preliminary Pages  | No Charge   |
| Directory Listings   |   |
| Primary Listings as Specified in <u>Article XII</u>  | No Charge   |
| Tariff Items requested by Charter (e.g., additional listings, foreign listings, enhanced listings) | <u>Rates set forth in CenturyTel of Wisconsin Local Exchange Tariff [INSERT FORMAL NAME], Rates Section(s) [INSERT]</u> |
| Order Fulfillment  | No Charge   |
| White Pages Galleys/Page Proofs/Corrections to Listings Supplied by                                | Cost determined by Publisher upon request by Charter  |
| Copies of Directories to Local End Users   | No Charge   |

## VI. OTHER PRICING

### A. Pre-ordering

|                                    |                       |
|------------------------------------|-----------------------|
| CLEC Account Establishment         | \$255.45 <sup>1</sup> |
| Customer Record Search Per Account | \$ 8.61               |

### B. Ordering

#### Initial Service Order

|                |                 |
|----------------|-----------------|
| <u>Simple</u>  | <u>\$ 13.80</u> |
| <u>Complex</u> | <u>\$ 64.68</u> |

|                                 |                |
|---------------------------------|----------------|
| <u>Subsequent Service Order</u> | <u>\$ 7.45</u> |
|---------------------------------|----------------|

|                               |                 |
|-------------------------------|-----------------|
| <u>Manual Ordering Charge</u> | <u>\$ 12.17</u> |
|-------------------------------|-----------------|

### C. Custom Handling

|   |          |
|---|----------|
| Service Order Expedite                            | \$ 12.59 |
| Coordinated Conversion                            | \$ 17.76 |
| Hot Coordinated Conversion (1 <sup>st</sup> Hour) | \$ 42.84 |
| Hot Coordinated Conversion (per add'l ¼ Hour)     | \$ 10.71 |

### D. Additional Services

#### Network Interface Devices (stand alone)

|                    |            |
|--------------------|------------|
|                    | <u>MRC</u> |
| Basic NID          | \$1.30     |
| Complex (12 x) NID | \$1.40     |

|  |                    |
|--|--------------------|
|  | <u>NRC</u>         |
| Initial Service Order (ISO)            | \$33.38            |
| <del>Outside Facility Connection</del> | <del>\$43.69</del> |

<sup>1</sup> Applies only to new CLECs when implementing initial account.

NP Dip Charge

~~Per Interstate Access Tariff~~  
~~Rates set forth in CenturyTel of~~  
~~[INSERT] Interstate Access~~  
~~Tariff [INSERT FORMAL~~  
~~NAME], Section(s) [INSERT]~~

Category 11 Mechanized Record Charge                      \$ .05 per message

Time and Material and Maintenance Service Charges

|   |         |
|---|---------|
| Basic Time – per half hour                | \$30.93 |
| Overtime and Premium Time – per half hour | \$41.77 |
| Materials                                 | \$TBD   |

Application of Other Pricing

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that Charter orders any service.

“Customer Record Search” applies when Charter requests a summary of the services currently subscribed to by the End User Customer.

Ordering:

“Initial Service Order” (ISO) applies to every Local Service Request (LSR).  
A “Simple” ISO charge applies to every LSR submitted that contains  
1 – 9 numbers.

A “Complex” ISO charge applies to every LSR submitted that  
contains in excess of 10 or more numbers.

“Subsequent Service Order” applies to any modification to an existing LSR.

“Manual Ordering Charge” applies in addition to the ISO charge for every  
LSR that is submitted manually where an electronic interface for such LSR  
is available.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if Charter requests service prior to the standard due date intervals. Additional time and material charges may also apply if expedite is accepted.

“Coordinated Conversion” applies if Charter requests notification and coordination of service cut-over prior to the service becoming effective, pursuant to Section 1 of Article IX.

“Hot Coordinated Conversion (1<sup>st</sup> Hour)” applies if Charter requests real-time coordination of a service cut-over that takes one hour or less, pursuant to Section 1 of Article IX.

“Hot Coordinated Conversion (per add’l ¼ Hour)” applies, in addition to the Hot Coordinated Conversion (1<sup>st</sup> Hour), for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, pursuant to Section 1 of Article IX.

Network Interface Devices (These NRCs are in lieu of any Pre-ordering or Ordering and Provisioning NRCs):

“Initial Service Order” (ISO) applies to every Local Service Request (LSR) for NIDs.

~~“Outside Facility Connection” applies in addition to the ISO charge when incremental fieldwork is required~~

## ARTICLE XI: PRICING

### I. RESALE PRICING

N/A

### II. UNE PRICING

|  |            |
|--|------------|
| Network Interface Device (stand alone) | <u>MRC</u> |
| Basic NID                              | \$1.30     |
| Complex (12 x) NID                     | \$1.40     |

|  |                    |
|--|--------------------|
| Network Interface Device (stand alone) | <u>NRC</u>         |
| Initial Service Order (ISO)            | \$33.38            |
| <del>Outside Facility Connection</del> | <del>\$43.69</del> |

#### Application of UNE Pricing

“Initial Service Order” (ISO) applies to every Local Service Request (LSR) for NIDs.

~~“Outside Facility Connection” applies in addition to the ISO charge when incremental fieldwork is required.~~

### III. INTERCONNECTION PRICING

#### A. Reciprocal Compensation

|   |       |
|---|-------|
| Local Traffic excluding Local Traffic that is also<br>Information Access / ISP-Bound Traffic<br>(If invoked pursuant to Article V, Section 4.4.2) | \$TBD |
|---|-------|

|   |               |
|---|---------------|
| Local Traffic that is also Information Access / ISP-<br>Bound Traffic (pursuant to Article IV, Section 4.2.3) | Bill and Keep |
|---|---------------|

#### B. Transiting Charges:

CenturyTel of the Midwest-Wisconsin, LLC Intrastate Access Tariff #1  
<http://www.centurytel.com/resources/pdf/applications/tariffs>

|                   |   |
|-------------------|---|
| Tandem Switching: | Intrastate Switched Access Service Tariff rate<br>set forth in Section [INSERT]<br>of CenturyTel of Wisconsin<br>Intrastate Access Tariff<br>[INSERT FORMAL NAME].<br>Section(s) [INSERT] |
|-------------------|---|

|                          |  |
|--------------------------|--|
| Tandem Switched Facility | Intrastate Switched Access Service Tariff rate |
|--------------------------|--|

set forth in Section [INSERT]  
of CenturyTel of Wisconsin  
Intrastate Access Tariff  
[INSERT FORMAL NAME].  
Section(s) [INSERT]

|                                |  |
|--------------------------------|--|
| Transport Switched Termination | Intrastate Switched Access Service Tariff rate<br><u>set forth in Section [INSERT]</u><br><u>of CenturyTel of Wisconsin</u><br><u>Intrastate Access Tariff</u><br><u>[INSERT FORMAL NAME].</u><br><u>Section(s) [INSERT]</u> |
|--------------------------------|--|

C. Entrance Facilities / Leased Facility Interconnection

Intrastate Access Service Tariff  
CenturyTel of the Midwest-  
Wisconsin, LLC Intrastate  
Access Tariff #1

**Cost Based Rates (to be**  
**developed and implemented**  
**by the Parties)**

D. Initial Factors:

|   |     |
|---|-----|
| Initial Originated Local Traffic Factor | 50% |
|---|-----|

E. Stranded Interconnection plant/facility per Article III, section 11.6      TBD

IV. 911

- A. 911 Facilities from the Provider's owned or leased network to CenturyTel's  
Selective Router (if provided by CenturyTel)

|   |                   |              |
|---|-------------------|--------------|
|   | Monthly Recurring | Nonrecurring |
| 911 Facilities from<br>Provider network to<br>CenturyTel Selective Router _____ |                   |              |

**Cost Based Rates (to be developed and**  
**implemented by the Parties)**

|                         |   |                                    |
|-------------------------|---|------------------------------------|
| Special Access Circuits | Per State Special<br>Access Tariff  | Per State Special<br>Access Tariff |
|                         | <u>Intrastate Access Service Tariff</u><br><u>CenturyTel of [INSERT NAME OF CO.]</u><br><u>Intrastate Access Tariff #1, Section(s)</u><br><u>[INSERT FORMAL NAME OF TARIFF]</u> |                                    |

B. Automatic Location Identification (ALI)

|  |                            |                            |
|--|----------------------------|----------------------------|
| Connection to third party Database                   | Per State Access<br>Tariff | Per State Access<br>Tariff |
| Additional File Copy of MSAG                         | N/A                        | \$250.00                   |
| PANI Database and Selective<br>Routing Billing Units | \$.09                      | \$.31                      |
| Miscellaneous Connection                             |                            |                            |
| MF to SS7 Trunk<br>Conversion Per Trunk              | N/A                        | \$246.00                   |
| Port Connection                                      | \$39.07                    | N/A                        |
| Wireless/VOIP Additive<br>Per Connection             | \$95.76                    | N/A                        |

C. [Intentionally Left Blank.]All other Costs

- ~~1)Wireless and nomadic VOIP Providers— Charter will bill the rate established by the Wisconsin Public Service Commission pursuant to State E911 statute. Charter will remit such billings to the Commission so that the Commission may remit to the Counties and Providers as appropriate. CenturyTel will be reimbursed by the Counties for the costs of providing this service to Charter.~~
- ~~2)Wireline and Non-nomadic VOIP Providers— Charter will bill the rate established by the County 911 contract. Charter will true-up the expenses and revenues with CenturyTel on a monthly basis pursuant to the terms of the County Contract.~~

[NOTE: CHTR does not participate in the Wisconsin “County 911” agreement, and is not a signatory to that contract.

## V. DIRECTORY SERVICES RATES AND CHARGES

|   |   |
|---|---|
| Preliminary Pages   | No Charge   |
| Directory Listings  |   |
| Primary Listings as Specified in <u>Article XII</u>   | No Charge   |
| Tariff Items requested by Charter ( <i>e.g.</i> , additional listings, foreign listings, enhanced listings) | <del>Local Exchange Tariff Rates</del><br><u>Rates set forth in CenturyTel of Wisconsin Local Exchange Tariff [INSERT FORMAL NAME], Section(s) [INSERT]</u> |
| Order Fulfillment   | No Charge   |
| White Pages Galleys/Page Proofs/Corrections to Listings Supplied by   | Cost determined by Publisher upon request by Charter  |
| Copies of Directories   | No Charge to Local End Users  |

## VI. OTHER PRICING

### A. Pre-ordering

|                                    |                       |
|------------------------------------|-----------------------|
| CLEC Account Establishment         | \$255.45 <sup>1</sup> |
| Customer Record Search Per Account | \$ 8.61               |

### B. Ordering

#### Initial Service Order

|                |                 |
|----------------|-----------------|
| <u>Simple</u>  | <u>\$ 13.80</u> |
| <u>Complex</u> | <u>\$ 64.68</u> |

<sup>1</sup> Applies only to new CLECs when implementing initial account.

Subsequent Service Order \$ 7.45

Manual Ordering Charge \$ 12.17

C. Custom Handling

Service Order Expedite \$ 12.59

Coordinated Conversion \$ 17.76

Hot Coordinated Conversion (1<sup>st</sup> Hour) \$ 42.84

Hot Coordinated Conversion (per add'l ¼ Hour) \$ 10.71

D. Additional Services

NP Dip Charge Interstate Access Tariff  
Rates set forth in CenturyTel of  
[INSERT] Interstate Access  
Tariff [INSERT FORMAL  
NAME], Section(s) [INSERT]

Category 11 Mechanized Record Charge \$ .05 per message

Time and Material and Maintenance Service Charges

Basic Time – per half hour \$30.93

Overtime and Premium Time – per half hour \$41.77

Materials \$TBD

Application of Other Pricing

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that Charter orders any service.

“Customer Record Search” applies when Charter requests a summary of the services currently subscribed to by the End User Customer.

Ordering:

“Initial Service Order” (ISO) applies to every Local Service Request (LSR).  
A “Simple” ISO charge applies to every LSR submitted that contains

1 – 9 numbers.

A “Complex” ISO charge applies to every LSR submitted that contains in excess of 10 or more numbers.

“Subsequent Service Order” applies to any modification to an existing LSR.

“Manual Ordering Charge” applies in addition to the ISO charge for every LSR that is submitted manually where an electronic interface for such LSR is available.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if Charter requests service prior to the standard due date intervals. Additional time and material charges may also apply if expedite is accepted.

“Coordinated Conversion” applies if Charter requests notification and coordination of service cut-over prior to the service becoming effective, pursuant to Section 1 of Article IX.

“Hot Coordinated Conversion (1<sup>st</sup> Hour)” applies if Charter requests real-time coordination of a service cut-over that takes one hour or less, pursuant to Section 1 of Article IX.

“Hot Coordinated Conversion (per add’l ¼ Hour)” applies, in addition to the Hot Coordinated Conversion (1<sup>st</sup> Hour), for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, pursuant to Section 1 of Article IX.

# **Exhibit E**

to

Affidavit of Susan Smith  
In Support of CenturyTel of Missouri, LLC's  
Motion to Strike

## Paul M. Schudel

---

**From:** Halm, K.C. [KCHalm@dwt.com]  
**Sent:** Friday, July 11, 2008 3:12 PM  
**To:** Hill, Gavin  
**Cc:** Susan Smith; Williams, Cliff; Pruitt, Bill  
**Subject:** Charter response on certain open issues in Article IX

**Attachments:** CHTR-CTL TX ICA-\_Art\_\_IX\_-\_Additional\_Services\_(7-11-08).DOC



CHTR-CTL TX  
ICA-\_Art\_\_IX\_-\_Add.

<<CHTR-CTL TX ICA-\_Art\_\_IX\_-\_Additional\_Services\_(7-11-08).DOC>>

Gavin -

As to Article IX, we have the following responses on several open issues:

1.1.1 - Coordinated Hot Cut definition - Charter is willing to accept your proposed language on this issue.

1.2.6 - Unqueried call routing charge - Charter is willing to agree to the language of Section 1.2.6, concerning the unqueried call routing charge, and the associated proposed rate of .005. We were not sure whether you continue to advocate the use of the label "transit" in that section, but don't see the need for it now.

1.2.2.3 - Defining "large quantities" for project management request - Charter will not accept the proposed compromise of setting this number at 75. The attached version shows the Party's respective positions as they stand today.

3.4 - NID language - Also, please note that we are also proposing to strike the first clause of the first sentence in section 3.4 concerning CenturyTel's potential ownership or control over inside wire in certain buildings. We don't believe it necessary to include this language.

The attached version reflects those issues we view as open, and where we are in agreement. (Note that this does not include the strike thru in Section 3.3, just discussed.)

K.C. Halm | Davis Wright Tremaine LLP  
1919 Pennsylvania Avenue NW, Suite 200 | Washington, DC 20006  
Tel: (202) 973-4287 | Fax: (202) 973-4499  
Email: <mailto:kchalm@dwt.com> kchalm@dwt.com | Website: <http://www.dwt.com/>  
www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle |  
Shanghai | Washington, D.C.

## ARTICLE IX: ADDITIONAL SERVICES

### 1.0 NUMBER PORTABILITY

#### 1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

- 1.1.1 “Coordinated Hot Cut (CHC)” – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order, where requested by the Recipient Party, or where required by technical limitations that preclude the use of a Ten-Digit Unconditional Trigger.
- 1.1.2 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

#### 1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Number Portability (“NP”) in accordance with the Act, and applicable FCC rules, regulations and orders.
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If \*\*CLEC requests that CenturyTel port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in CenturyTel Service Guide, which will comply with applicable FCC rules, regulations and orders. **\*\*CLEC’s consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not be deemed as consent that the Service Guide is incorporated into, or otherwise**

made a part of, this Agreement. Further, \*\*CLEC's consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not establish any liability upon \*\*CLEC, nor shall CenturyTel assess any charges on \*\*CLEC for number porting, or service order charges associated with such requests.

1.2.2.1 The LSR will have a requested due date that is not less than the standard interval of four (4) Business Days **that is required by Applicable Law.**

1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time a LSR is received **the time frame required by Applicable Law.**

1.2.2.3 For purposes of this Article, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End User location. For purposes of this provision, "large quantities" shall mean fifty (50) one hundred (100) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.

1.2.3 The Party receiving the LSR will bill the service order charges set forth in the Pricing Article XI for each LSR received. The Party receiving the LSR will bill an Initial Service Order Charge for each initial LSR submitted. A Subsequent Service Order Charge applies to any modification to an existing LSR. **Notwithstanding any other provision of this Agreement, the Pricing Appendices, and any attachment or appendix incorporated herein, the Parties shall not assess charges on one another for porting telephone numbers, or for processing service orders associated with requests for number porting. Neither Party will bill the other Party any service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.**

1.2.4 [Intentionally omitted]

- 1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a \*\*CLEC in a LATA, CenturyTel will route traffic destined for \*\*CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
  - 1.2.6 When CenturyTel receives an unqueried call from \*\*CLEC to a telephone number that has been ported to another local services provider, the transit unqueried call routing rate set forth in Article XI (Pricing) at Section I(B), and NP dip charge, as set forth in Article XI (Pricing) at Section III(D), will apply.
  - 1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or \*\*CLEC.
  - 1.2.8 When a ported telephone number becomes vacant, e.g. the number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
  - 1.2.9 The Recipient Party will be responsible for the End User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User's telephone number in its switch.
- 1.3 Cut-Over Process for Number Porting Orders
- 1.3.1 TDT Cut-Overs.
    - 1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyTel will update its CenturyTel Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.
    - 1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.
    - 1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

### 1.3.2 Coordinated Hot Cuts (CHC).

1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyTel Service Guide.

#### 1.3.2.2 Pricing for Coordinated Hot Cut.

1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Section III(D) of Article XI (Pricing).

1.3.2.2.2 For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

## 2.0 **ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

### 2.1 Via Tariff or Separate Agreement

To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. § 153(46), CenturyTel and \*\*CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyTel or \*\*CLEC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

### 2.2 Pole Attachment & Conduit Occupancy Agreements

\*\*CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyTel's facilities or uses CenturyTel's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

## 3.0 **ACCESS TO NETWORK INTERFACE DEVICE (NIDS)**

- 3.1 Existing NIDS. CenturyTel shall make available to \*\*CLECs pursuant to this Agreement NIDs Currently Available in CenturyTel's network. CenturyTel shall have no obligation to construct or deploy new facilities or equipment in order to provision a NID to satisfy Charter's request. NIDs shall remain the property of CenturyTel.
- 3.2 Impairment of Service. Charter's use of any CenturyTel NID, or of its own equipment or facilities in conjunction with any CenturyTel NID, will not materially interfere with or impair service over any facilities of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue Charter's offending service or refuse service if Charter violates this provision.
- 3.3 CenturyTel agrees to provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to the provisions of this Section 3.0 and its subsections, CenturyTel shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Article XI (Pricing), and such rates and charges shall apply.
- 3.4 Except in those multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building, m Maintenance and control of the End User Customer's inside wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.
- 3.5 Charter may access the NID on CenturyTel's network side or the End User Customer's side on a stand-alone basis to permit Charter to connect its own loop facilities to the premises wiring at any customer location. Charter may not connect the End User Customer side of the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by Charter will be performed by CenturyTel based on the Time and Material Charges set out in Article XI (Pricing). CenturyTel, at the request of Charter, will disconnect the CenturyTel Local Loop from the NID, at charges reflected in Article XI (Pricing). Charter may elect to disconnect CenturyTel's Local Loop from the NID on the customer's side of the NID, but Charter shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall Charter connect to either side of the NID unless the CenturyTel network is first disconnected from the NID as set forth in this Article.
- 3.5.1 Notwithstanding any other provision of this Agreement, when Charter is connecting a Charter provided loop to the inside wiring of a customer's premises through the customer side of the CenturyTel NID, Charter does not need to submit a request to CenturyTel and**

**CenturyTel shall not charge Charter for access to the CenturyTel NID.**

- 3.5.21 Notwithstanding any other provision of this Agreement, when Charter is connecting a Charter provided loop to the CLEC provided interface device (i.e. terminal equipment) to the inside wiring of a customer's premises without connecting to the End User Customer side of the CenturyTel NID, Charter does not need to submit a request to CenturyTel and CenturyTel shall not charge Charter for the processes described herein.
- 3.6 With respect to multiple dwelling units or multiple-unit business premises, Charter shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyTel's NID.
- 3.7 CenturyTel shall be under no obligation to install a NID in order to enable Charter to interconnect to such NID, but CenturyTel shall make available to Charter any NID that exists at the time Charter seeks interconnections to a NID to serve an End User Customer. The NIDs that Charter uses under this Article will be existing NIDs already installed by CenturyTel to serve its End Users.
- 3.8 In no case shall Charter access, remove, disconnect or in any other way rearrange CenturyTel's loop facilities from CenturyTel's NIDs, enclosures or protectors. In no case shall Charter attach to, remove or disconnect ground wires from CenturyTel's NIDs, enclosures or protectors. In no case shall Charter remove or disconnect NID modules, protectors or terminals from CenturyTel's NID enclosures.