

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

<b>In the Matter of the Petition of Charter Fiberlink-</b>	)	
<b>Missouri, LLC for Arbitration of an Interconnection</b>	)	<b><u>Case No. TO-2009-0037</u></b>
<b>Agreement Between CenturyTel of Missouri, LLC</b>	)	
<b>And Charter Fiberlink-Missouri, LLC.</b>	)	

**JOINT MOTION FOR ORAL ARGUMENT AND ACKNOWLEDGEMENT OF  
MARCH 6, 2009 ARBITRATION DECISION DATE**

Charter Fiberlink-Missouri, LLC (“Charter”) and CenturyTel of Missouri, LLC (“CenturyTel”) (collectively, the “Parties”) pursuant to Missouri Public Service Commission (“Commission”) Rule 4 CSR 240-36.040(24), hereby jointly request oral argument on the “Final Arbitrator’s Report (the “*Report*”) issued January 6, 2009 in this proceeding.

The Parties respectfully submit that oral argument with respect to certain issues in the *Report* will assist the Commission in resolving this matter, particularly due to the importance of this proceeding to the interconnection arrangements between the Parties. Oral argument will allow the Commission to make inquiry of the Parties on the issues identified below, thereby leading to a more complete and developed record upon which resolution of this proceeding can be based. To that end, as Judge Pridgin has noted in his January 15, 2009 email to the Parties regarding the requested oral argument, CenturyTel has proposed to file a Memorandum summarizing the salient points that it believes will assist the Commission in resolving the issues that CenturyTel intends to address at oral argument.<sup>1</sup>

Although there is some question as to the date being either February 3, 2009 or February 5, 2009 (the latter date being requested by Charter to accommodate scheduling issues), the Parties do request that the Commission set the oral argument for 1:30 p.m. CST on the date for

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<sup>1</sup> CenturyTel proposes that each of the Parties would have the option to file such a written memorandum, with the issue discussion not to exceed ten (10) pages, and that such memoranda would be filed with the Commission not less than one week prior to the scheduled date of the oral argument. Charter has advised that it will oppose the filing of such a Memorandum by CenturyTel.

argument in light of travel to the Commission offices. In addition, the Parties request that oral argument be set for ninety (90) minutes; the 90 minutes would be split evenly between them.

In light of the number of the unresolved disputes in this proceeding, however, the Parties recognize that oral argument on each and every issue is impractical. Accordingly, the Parties note that they will be raising the following limited set of issues in their respective presentations:<sup>2</sup>

### **Charter**

Issue 13(a) If the Parties are unable to resolve a “billing dispute” through established billing dispute procedures, should the billed Party be required to file a petition for formal dispute resolution within one (1) year of providing written notice of such dispute, or otherwise waive the dispute?

Issue 17: Should the Agreement contain terms setting forth the process to be followed if Charter submits an “unauthorized” request to CenturyTel to port an End User’s telephone number, and should Charter be required to compensate CenturyTel for switching the unauthorized port back to the authorized carrier?

Issue 31 How should each Party’s liability be limited with respect to information included, or not included, in directories?

Issue 32 How should the Agreement define each Party’s obligations with respect to fulfilling directory assistance obligations consistent with Section 251(b)(3) of the Act?

Issue 27 When Charter submits an LSR requesting a number port, should Charter be contractually required to pay the service order charge(s) applicable to such LSR?

Issue 40 Should the Pricing Article include Service Order rates and terms?

### **CenturyTel**

Issue 2: How should the Interconnection Agreement define the term Network Interface Device or “NID”?

Issue 24: Should Charter have access to the customer side of the Network Interface Device (“NID”) without having to compensate CenturyTel for such access?

Issue 18: Should Charter be entitled to interconnect with CenturyTel at a single point of interconnection (POI) within a LATA?

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<sup>2</sup> The wording of the issues set forth is taken from the Arbitrator’s Final Report.

Issue 19: Should Charter's right to utilize indirect interconnection as a means of exchanging traffic with CenturyTel be limited to only those instances where Charter is entering a new service area, or market?

Issue 21: Should Charter be allowed to deploy one-way trunks at its discretion, and without having to assume the entire cost of interconnection facilities used to carry traffic between the Parties' respective networks?

Finally, the Parties appreciate the time constraints upon the Commission to resolve the open issues presented in this matter. The Parties have voluntarily agreed that the date upon which Charter's request for interconnection was received by CenturyTel (which, in turn, triggers the decisional time frames under Section 252 of the Communications Act of 1934, as amended) shall be March 7, 2008. Thus, the intent of this mutual agreement is to permit the Commission to have to and including March 6, 2009 to issue its final decision in this proceeding. The Parties have also agreed that they will not raise any challenge with regard to the propriety of this March 6<sup>th</sup> date.

Accordingly, the Parties respectfully request that the Commission take action in a manner consistent with this Joint Motion.

Respectfully submitted,

**/s/ Mark W. Comley**

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**Counsel for CenturyTel of Missouri, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 20th day of January, 2009, to General Counsel's Office at gencounsel@psc.mo.gov; Office of Public Counsel at opcservice@ded.mo.gov.

**/s/ Mark W. Comley**

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