

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Rulemaking Hearing

July 6, 2015

Jefferson City, Missouri

Volume 1

In The Matter Of A Proposed)
Rescission And Consolidation of)
Commission Rules Relating to) File No. TX-2015-0097
Telecommunications)

MORRIS L. WOODRUFF, Presiding
CHIEF REGULATORY LAW JUDGE

ROBERT S. KENNEY, Chairman,
WILLIAM P. KENNEY,
DANIEL Y. HALL,
SCOTT T. RUPP
COMMISSIONERS

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1 JUDGE WOODRUFF: Welcome everyone here
2 for this rulemaking hearing. This is case file
3 TX-2015-0097. And I'm not going to read the list of
4 rules that are affected by this because they're very
5 long and many are being rescinded and some new ones
6 are being created, but it's a consolidation and
7 rescission of a bunch of telecommunications rules.

8 As I indicated, this is a rulemaking
9 hearing, so it's a little bit more -- little less
10 formal than our evidentiary hearings would be and
11 there's not going to be any cross-examination or any
12 witnesses. Witnesses do not have to be sworn. So
13 we'll just -- basically just be taking comments from
14 interested parties.

15 I have no particular order of witnesses
16 that I'm going to go by other than I'm going to save
17 Staff for last so that they have a chance to respond
18 to any of their comments that are coming from the
19 other parties and we'll be pretty flexible on these
20 sort of things.

21 We have a number of people on the phone.
22 Let me go through the list and just ask who's on the
23 phone here first.

24 I know Commissioner Kenney's on the
25 phone. Do we have Commissioner Rupp on the line yet?

1 Okay. Ken Schifman I know was on line. Are you still
2 there, Mr. Schifman?

3 MR. SCHIFMAN: Yes, that's correct. Ken
4 Schifman from Sprint.

5 JUDGE WOODRUFF: And Pamela Hollick from
6 Level 3.

7 MS. HOLLICK: Yes.

8 JUDGE WOODRUFF: Do we have anyone else
9 on the line now?

10 MR. FEIL: This is Matt Feil with
11 Windstream. Last name is spelled F-e-i-l.

12 COMMISSIONER KENNEY: And Morris, Bill
13 Kenney, still here.

14 JUDGE WOODRUFF: Okay. Well, then we're
15 going to open this up for comments from interested
16 stakeholders and the public. Who wants to go first?
17 Nobody's going to volunteer so I'll ask -- first name
18 on my list is Sprint. Mr. Schifman, did you wish to
19 make a statement?

20 COMMISSIONER RUPP: Commissioner Rupp's
21 on the line.

22 JUDGE WOODRUFF: Thank you, Commissioner.
23 Mr. Schifman.

24 MR. SCHIFMAN: Yes, thank you, Judge.
25 Sprint did not file comment, but we have seen the

1 comments of the other parties. Generally I would say
2 we support the comments from Verizon regarding --
3 let's see, get to them here -- the interconnected VoIP
4 service and kind of the call completion aspects of it.
5 I think Verizon can talk a little bit more about it,
6 but we would support what Verizon said in those
7 comments regarding call completion for interconnected
8 VoIP providers.

9 And we'd also support the comments of
10 Level 3 on interconnection agreements and the
11 requirements to file interconnection agreements.
12 So those are my brief comments.

13 JUDGE WOODRUFF: All right. Thank you,
14 sir.

15 Do any of the Commissioners have any
16 questions for Sprint?

17 CHAIR R. KENNEY: No, thank you.

18 JUDGE WOODRUFF: Thank you. Then we'll
19 move on to AT&T.

20 MR. BUB: Judge, do you want me to come
21 to the podium or is this okay?

22 JUDGE WOODRUFF: Easier if you come to
23 the podium.

24 MR. BUB: That's fine. Good morning.
25 I'm Leo Bub with AT&T, Southwestern Bell Telephone

1 Company, doing business as AT&T.

2 Want to first thank and commend Staff for
3 all the hard work in preparing for this rulemaking.
4 They just did a yeoman's job in going through all the
5 existing telecom rules, paring away those that no
6 longer apply and consolidating the ones that are still
7 applicable into one spot so it's easy for
8 practitioners and the public to find where the rules
9 are. And unless you go through the record and see
10 exactly what they did, you have no idea how much work
11 they did and it was just a tremendous amount of work
12 and we really commend them for that.

13 And one thing they also did behind the
14 scenes before we even started with this rulemaking,
15 they held an informal proceeding, more of a workshop,
16 where they invited all the telecom industry together
17 and we went through what they did. And we were able
18 to really narrow down the areas of dispute. So I
19 think at the end of the day, what the Commission will
20 find is very few issues that they have to decide and
21 that's mostly because of Staff's work in this case.

22 What they did was they rescinded -- or
23 they're proposing the rescinding of consolidation of
24 the telecom rules. And that's really the purpose of
25 this case. It's not a proceeding to address major

1 policy issues, and I think we really need to keep that
2 in mind as we go through this today. And if anyone
3 here is suggesting that this is a place for major
4 policy changes, I think that's a stretch.

5 We did file comments and I -- and they're
6 in the record and you guys can look at them, but I
7 just want to touch on a couple of points. First is
8 Rule 28.080, subpart 2, and that's the rule talking
9 about adoption of expired interconnection agreements.
10 As you see in our comments, we oppose it. We believe
11 it's beyond the scope and actually just not necessary.

12 You know, you step back a minute and you
13 can -- probably safe to say that as a company, AT&T
14 has more interconnection agreements than any other
15 company. And we really haven't had an issue with this
16 area that would rise to the level of a need to have to
17 have a rule on this.

18 And I'll tell you sometimes in
19 negotiations with new carriers, they may ask for an
20 expired agreement. And, you know, we'll look at the
21 agreement that they've asked for and if it's fine, if
22 we still are providing things that are in that
23 agreement, you know, that's fine, we'll let them have
24 it and they can adopt it.

25 But sometimes we do have concerns with

1 things that are in these old interconnection
2 agreements and, you know, some of them are expired by
3 years. It could be something that in their agreements
4 we have a list of services that can be resold, there's
5 pricing. Sometimes in looking at those agreements, we
6 find that some of the services that we have in there
7 are grandfathered, things the customers don't want,
8 things that we, you know, no longer have an interest
9 in selling or maintaining, things that may have
10 obsolete pricing, may have obsolete technology.

11 And from our perspective, we don't want
12 to bind ourselves or commit ourselves to do something
13 that we no longer provide. So in those cases, what
14 we'll do is we'll look at that agreement -- we'll tell
15 them, we'll explain why we don't want to continue with
16 that agreement; that, you know, that agreement is
17 going to be eventually phased out. But what we'll do
18 is if that's what they want, we'll mark out the things
19 that we don't want or that we can't do and then
20 basically we're creating a new agreement using that
21 old one as a template.

22 And we've found that that method usually
23 addresses all the concerns. I think when they
24 understand why we're not wanting to enter into that
25 same exact agreement, but have a reasonable

1 alternative, we've found that that usually works out
2 the problem.

3 We have a group that handles
4 interconnection agreements for our whole company wide.
5 They're really busy and I'll tell you, honestly, they
6 aren't interested in wasting anyone's time. If they
7 can reach an agreement with somebody just by
8 conforming an old agreement, they're -- you know,
9 that's just the way to go.

10 Sometimes there's agreements that we know
11 there are things in there that we don't provide or no
12 longer are interested in providing. And those
13 agreements have been there for years simply because
14 looking at what that particular CLEC may be
15 purchasing, what they're purchasing, what we're
16 selling, it's fine, it doesn't touch on the parts of
17 the agreement that really no longer are applicable, so
18 we let those go. And it would be those types of
19 provisions that entering into a new agreement, that we
20 want to strike to create a new agreement.

21 Our first position is this -- you know,
22 there's just simply no need because we've been able to
23 take care of it without a rule. But if the Commission
24 decides that it really needs a rule, we're okay with
25 having a process for the adoption of one of these

1 expired interconnection agreements, but the part that
2 we have a problem with is a sentence that you'll see
3 in our comments that presupposes the appropriateness
4 of the adoption. What we would propose instead, and
5 you'll see in our comments, is an alternate process.
6 And we really can't take credit for it, it's kind of a
7 middle ground proposal, whether it be a process for
8 request.

9 If the parties can't work it out, then
10 the carrier that wants the expired agreement could ask
11 the Commission, there would be time for the providing
12 carrier to object. And if there is an objection, then
13 it would go to the Commission and the Commission could
14 take it on a case-by-case basis without any
15 prejudicing language in the order -- or in the rules
16 prejudicing the matter one way or the other. I think
17 if something does come to the Commission, to at least
18 have that possibility of coming to the Commission,
19 usually carriers get reasonable pretty quick.

20 So that would be our proposal. And with
21 that, I'd take any questions that you may have.

22 JUDGE WOODRUFF: Any questions from the
23 Commissioners?

24 CHAIR R. KENNEY: No questions here.

25 Thank you.

1 JUDGE WOODRUFF: Commissioner Hall?

2 COMMISSIONER HALL: Yes, I do have one.

3 Good morning.

4 MR. BUB: Good morning.

5 COMMISSIONER HALL: Could you elaborate
6 on why you believe that the proposed provision
7 conflicts with federal law?

8 MR. BUB: Sure. Under federal law,
9 carriers have an obligation to interconnect, to
10 resell -- to allow resale of services. We don't have
11 any problem with that. We do it all the time. We
12 interconnect with carriers, we enter into these
13 interconnection agreements. Under federal law, the
14 FCC has said that these agreements that we've reached
15 with other carriers are to be made available for a
16 reasonable time to other carriers. and we do that.

17 Now, reasonable hasn't been defined and
18 we acknowledge that. And we believe it conflicts
19 because if you have a rule that presupposes the
20 appropriateness of an adoption of an expired
21 agreement, no matter what the time frame, we think
22 that goes beyond the pail.

23 We think that if -- you can modify the
24 rule to have a process so that somebody can request
25 one and if -- if somebody with our company requests an

1 expired agreement that we're okay with, you won't hear
2 anything from us and then it would go through the
3 process and get adopted, efficient for everybody. But
4 if we do have an issue, you know, we have an
5 opportunity under the processes there to raise our
6 hand, object and then it would go to the Commission
7 and the Commission can decide on a case-by-case basis
8 without any preconceived rule about whether or not
9 it's appropriate. The Commission can decide it on an
10 individual case basis.

11 And we can live with that and we think
12 it's appropriate. And I would expect that with this
13 type of process, there is a backstop for the CLECs
14 that probably would never be invoked because we,
15 frankly, have not had that issue. We've always been
16 able to work it out.

17 COMMISSIONER HALL: So your proposed
18 comprise language would be consistent with federal
19 law?

20 MR. BUB: We believe it would be.

21 COMMISSIONER HALL: Okay. Thank you.

22 MR. BUB: Thank you.

23 JUDGE WOODRUFF: I have a question about
24 that --

25 MR. BUB: Sure.

1 JUDGE WOODRUFF: -- about interconnection
2 agreements also. And just kind of a general question
3 about how they work. If a carrier comes in, wants to
4 adopt an interconnection agreement that is going to be
5 expiring in a year, do they take it subject to that
6 expiration date? In other words, does their new
7 agreement with you also expire in the year?

8 MR. BUB: They can only take what is
9 there. And in that situation, if they take that exact
10 agreement, then it would last a year. But then our
11 agreements have evergreen clauses, so they would renew
12 until one or the other party invokes a termination
13 clause and says, you know, this agreement's been ran,
14 we need to renegotiate a new one. And they just
15 basically notice that old agreement for renegotiation
16 of a new agreement.

17 In the other case where I explained if we
18 take an old agreement as a base and mark it up and
19 change the provisions, then that becomes the new
20 agreement. This whole process is there for the
21 formation of a contract. And formation of a contract
22 is with mutual assent. So as long as the parties can
23 agree to a new agreement, then that new agreement
24 would have its own life.

25 JUDGE WOODRUFF: And the life is based on

1 negotiations?

2 MR. BUB: Usually -- yes. Yes. To
3 answer your question, yes. Usually they're three
4 years.

5 JUDGE WOODRUFF: Thank you very much.

6 MR. BUB: Thank you.

7 JUDGE WOODRUFF: Let's go to Level 3
8 then. Ms. Hollick, are you on the line?

9 MS. HOLLICK: Yes, I am here. And we are
10 also represented by Bill Steinmeier, who I believe is
11 in the room and so I'll turn it over to Bill. We have
12 filed comments and we're willing to take any questions
13 there are from the Bench, but Bill may have a few
14 opening comments as well.

15 JUDGE WOODRUFF: Okay. Mr. Steinmeier.

16 MR. STEINMEIER: Thank you, your Honor.
17 Mr. Chairman, Commissioners.

18 Level 3 applauds the Commission and its
19 Staff for their arduous and excellent efforts to
20 update and consolidate the Commission's
21 telecommunications rules. The main point of our
22 written comments was to stress that there is one
23 provision in the rule revision that is critical to the
24 competitive telecommunications marketplace, which is
25 the filing of interconnection agreements. The rules

1 must be strong, clear and unambiguous.

2 Level 3 supports the Commission's
3 definition and clarification in the general provisions
4 regarding those filing and approval requirements as
5 set forth in proposed Sections 28.017 and 8, 28.0205
6 and Section 28.080. In other words, we support those
7 provisions of the rule as proposed.

8 We strongly support -- Level 3 strongly
9 supports proposed Section 28.080(2), which allows the
10 telecommunications company to adopt an interconnection
11 agreement beyond its original term as long as it is
12 still in effect by renewal or extension.

13 We support the arguments made in the
14 Chariton Valley Telecom Corporation comments regarding
15 proposed Rule 4 CSR 240-28.080(2) filed on September
16 22nd, 2014 in Missouri PSC File Number TW-2014-0295
17 and would ask that those comments be made part of the
18 record of this rulemaking.

19 JUDGE WOODRUFF: Which comments were
20 those again?

21 MR. STEINMEIER: They are Chariton
22 Valley's comments in TW-2014-0295 filed September
23 22nd, 2014.

24 JUDGE WOODRUFF: Okay. Any questions for
25 Mr. Steinmeier?

1 CHAIR R. KENNEY: No questions. Thank
2 you, Mr. Steinmeier.

3 COMMISSIONER HALL: Thank you.

4 JUDGE WOODRUFF: Thank you.

5 MR. STEINMEIER: Thank you.

6 JUDGE WOODRUFF: Let's move to MCTA.

7 MS. BELL: Thank you. Stephanie Bell on
8 behalf of MCTA. I'd like to echo the comments of
9 Mr. Bub and Mr. Steinmeier and just applaud the work
10 that's been done in this proceeding and the proceeding
11 that preceded this one.

12 But today -- MCTA did file written
13 comments and today I'd just like to highlight two of
14 the points MCTA made and they've been discussed
15 already today. First proposed Rule 28.0602, and this
16 rule seeks to impose a call completion obligation on
17 iVoIP providers.

18 In the enactment -- it's MCTA's position
19 that the enactment of Section 392.611 RSMo establishes
20 that the Commission does not have the authority to
21 impose call completion requirements on iVoIP
22 providers. Section 392.611 does point to Section
23 392.550, but nothing in either of those sections
24 confers the authority for that proposed rule.

25 And the other point I'd like to highlight

1 is with respect to Rule 28.0802, and that is the ICA
2 rule that we've been talking at length today about
3 already. MCTA does support the sentence which allows
4 and provides that approved interconnection agreements
5 which remain in effect are subject to adoption. The
6 proposed rule would not permit the adoption of an
7 already expired agreement.

8 I think Mr. Bub -- earlier he talked
9 about agreements that were expired by years and
10 agreements that contained obsolete provisions, but
11 here the proposed rule permits the adoption of an ICA
12 whose original term has expired but which remains in
13 effect pursuant to the term renewal or extension
14 provisions. So in other words, the ICA would remain
15 adoptable not indefinitely, but only for so long as it
16 remains subject to renewal or extension.

17 Several arguments and objections have
18 been made to this language and I just want to address
19 two of those. First, the proposed rule exceeds the
20 Commission's stated purpose to consolidate and
21 simplify the Commission's rules. The Commission has
22 consistently -- has been working on this issue for
23 more than a year and has consistently stated that
24 there would be substantive changes to the rule.

25 In the April 23rd, 2014 order, the

1 Commission's order stated, Does any commenter have any
2 objection to any proposed substantive changes to the
3 rules? And Staff had identified in its submission
4 that there were rules to be substantively eliminated.

5 All of the parties have been on notice of
6 the Commission's intended rule revisions and this rule
7 falls within the scope of this proceeding.

8 Second -- and Commissioner Hall, you had
9 previously asked about AT&T's argument that the
10 proposed rule conflicts with federal law. And it's
11 MCTA's position that it does not conflict with federal
12 law. AT&T cited 47 CFR 51.809(c). And if you read
13 that provision, by its very terms, nothing in that
14 rule states that an interconnection agreement is not
15 adoptable when it's in renewal or extended terms.

16 That rule relates to Section 252(i) of
17 the Telecommunications Act. And the FCC has
18 previously recognized that that tool is the primary
19 tool for preventing discrimination under Section 251.
20 So when we're applying Rule 51.809(c), it should be
21 applied in a way that prevents, rather than
22 encourages, discrimination and prevents, rather than
23 encourages, incumbent local exchange carriers from
24 discriminating against the competitive carriers with
25 which they interconnect. The proposed rule as written

1 does just that; it prevents discrimination.

2 Neither of these two authorities --
3 neither of the two authorities cited by AT&T in its
4 comments support the idea that -- that the proposed
5 rule conflicts with federal law. So first, they cited
6 Bell South, and that's the Sixth Circuit decision.
7 And that decision provides no support for the argument
8 that an interconnection agreement still in effect is
9 unreasonable if the original term has expired.

10 The Court noted in that case that all
11 parties agreed that the reasonable period standard is
12 a flexible one. And the Court explained that the FCC
13 had not yet construed a reasonable period of time, but
14 that it had noted a flexible standard is implicit in
15 the FCC's use of the word "reasonable."

16 They also cited a Common Carrier Bureau
17 opinion. And that case also says nothing about what
18 is a reasonable period of time within which to adopt
19 an ICA. In that -- in that decision the carrier
20 petitioned to the FCC to pre-empt the Virginia's
21 Commission on the grounds that it failed to act.

22 And the only thing the Common Carrier
23 Bureau did was it determined that the State Commission
24 had not failed to act, but didn't really decide on the
25 underlying merits of the case and whether or not

1 the -- the request had been made in a reasonable
2 period of time.

3 So the proposed rule is not in -- does
4 not conflict with federal law. There's no authority
5 to suggest that the adoption of an ICA when in renewal
6 or extended terms is not within a reasonable period of
7 time. And there are also some practical
8 considerations related to the objections raised by
9 AT&T and those are addressed more at length in our
10 brief -- or in our comments.

11 So that concludes MCTA's comments. I
12 would be happy to answer any questions.

13 JUDGE WOODRUFF: Commissioner questions?

14 CHAIR R. KENNEY: No questions. Thank
15 you.

16 COMMISSIONER HALL: No questions. Thank
17 you.

18 JUDGE WOODRUFF: Thank you.

19 MR. BUB: Your Honor, can I have an
20 opportunity to explain why we cited those cases?

21 JUDGE WOODRUFF: Go right ahead.

22 MR. BUB: We cited those cases just for
23 the proposition that the standard is whether or not
24 it's a reasonable period of time. Because we agree
25 that the agreements need to be available for a

1 reasonable time. And there are just different cases
2 explaining what that is, but it's a flexible standard.
3 The Commission does have some discretion here.

4 And the reason we cited that standard,
5 and to make you aware is that we believe it conflicts
6 with that one sentence in the rule that talks about
7 these agreements where the original term has expired
8 which remain in effect pursuant to a renewal term will
9 be subject to adoption for as long as interconnection
10 agreement remains subject to the renewal or extension
11 provision.

12 We believe that goes beyond flexible
13 standard of a reasonable time that presupposes that
14 they are to be adopted. Without that sentence, we
15 think the rule would be consistent with federal law.
16 Another option would be to incorporate in there, you
17 know, the words from the FCC "available for a
18 reasonable time." That would work too. But just to
19 have something to say that they will be available for
20 adoption, that crosses a line. Thank you.

21 JUDGE WOODRUFF: Ms. Bell, if you want to
22 respond?

23 MS. BELL: I think our comments speak for
24 themselves.

25 JUDGE WOODRUFF: Okay. Thank you.

1 Then let's move on to CenturyTel.

2 MS. OWENSON KILPATRICK: Good morning.
3 Becky Owenson Kilpatrick for CenturyLink ILECs. I
4 won't enumerate them all, but they are in my filings.

5 Again, I would reiterate I think the
6 Commission and Staff have done a wonderful job on
7 consolidating these rules and implementing a much more
8 streamlined approach to regulating telecommunications
9 issues. CenturyLink has one issue that we have raised
10 in our comments and that is one that has been
11 discussed here pretty thoroughly.

12 We do believe that the Commission's rule
13 goes beyond what is considered a reasonable period of
14 time under the FCC rules. In our comments we noted
15 that interconnection agreement adoption is available
16 for two and a half years, which leaves -- in a term of
17 what is usually a three-year ICA term and we do
18 believe that defines a reasonable period of time.

19 We think having them extended beyond that
20 to an undefined period of time exceeds the scope of
21 the federal rule. And I would be willing to take
22 comments or questions.

23 JUDGE WOODRUFF: Questions from
24 Commissioners?

25 CHAIR R. KENNEY: No questions. Thank

1 you.

2 JUDGE WOODRUFF: I do have a question for
3 you. Is your position any different than AT&T's?

4 MS. OWENSON KILPATRICK: We would prefer
5 to just have the language struck from the rule, or as
6 Mr. Bub just noted, perhaps put in a phrase
7 "reasonable period of time" so that can be determined
8 by the Commission. I do think you have some
9 discretion in that area, but the way it's written,
10 there's really no end term at all. So it sort of
11 makes the federal rule completely meaningless.

12 JUDGE WOODRUFF: So you're not
13 disagreeing with AT&T, you just --

14 MS. OWENSON KILPATRICK: No.

15 JUDGE WOODRUFF: -- have a different
16 preference?

17 MS. OWENSON KILPATRICK: Yes.

18 JUDGE WOODRUFF: Okay. Thank you.

19 MTIA?

20 MR. TELTHORST: Good morning. Rick
21 Telthorst, president of the Missouri
22 Telecommunications Industry Association. As you know,
23 we have filed written comments. I don't have any
24 additions to those comments today. Be glad to take
25 any questions, but I certainly would like to reiterate

1 comments already made regarding the excellent process
2 I think we've gone through over the last several
3 months on this rule. We appreciate the opportunity to
4 have been involved in the stakeholder meetings and
5 other discussions, and certainly commend the
6 Commission and Commission Staff for that process.

7 JUDGE WOODRUFF: Okay. Any questions for
8 Mr. Telthorst?

9 CHAIR R. KENNEY: No questions. Thank
10 you, Mr. Telthorst.

11 MR. TELTHORST: Thank you.

12 JUDGE WOODRUFF: Go to Verizon. Anyone
13 here for Verizon?

14 Okay. Then Windstream, Mr. Feil, did you
15 have any comments?

16 MR. FEIL: We just wanted to make a
17 statement that we're generally supportive of what
18 Level 3 filed with respect to the Commission's role in
19 actively enforcing interconnection agreement filing
20 and approval. We didn't file any written comments in
21 this round, but we -- as everyone else said, we
22 appreciate the Commission's going through this
23 process. We've been monitoring and participating
24 since the first Staff workshop last year and Staff has
25 definitely done a thorough job. That's all. Thank

1 you.

2 JUDGE WOODRUFF: Thank you. Any
3 questions from the Commissioners?

4 COMMISSIONER HALL: No.

5 CHAIR R. KENNEY: No, thank you.

6 JUDGE WOODRUFF: Okay. Anyone else other
7 than Staff that wishes to make a statement at this
8 point? I don't see any other hands going up so we'll
9 move to Staff.

10 MS. DALE: We will have our comments in
11 two parts. The first Mr. Van Eschen will actually
12 respond to some of the technical language suggestions
13 and then I will address a few questions of law.

14 MR. VAN ESCHEN: My name's John Van
15 Eschen. I'm on the PSC Staff. I'll try and do this
16 really quickly. I'll go through each of the rules.
17 In 28.010, the definitions section, Section 1, Verizon
18 objects to the use of iVoIP service within this
19 definition because the term "access line" is solely a
20 telecommunications term.

21 The Commission should keep in mind the
22 term "access line" is used in only two general
23 sections within the proposed Chapter 28. One section
24 is within 28.050, Section 3 involving requirements
25 associated with the Relay Missouri Assessment, while

1 the other section is 28.060, Section 3C involving
2 trouble reporting.

3 iVoIP providers are subject to the Relay
4 Missouri Assessment for Section 392.550.35A. In
5 contrast, the proposed trouble reporting requirements
6 only apply to telecommunications carriers who might
7 elect to remain subject to certain regulations as
8 contemplated by Section 392.611.1.

9 So to put this in perspective, the
10 dispute is they're criticizing the term's usage solely
11 within the context of the Relay Missouri Assessment.
12 Tried to work out alternative suggestions earlier in
13 this process. In the end, we could not work it out.

14 Section 392.550 directs iVoIP providers
15 to be subject to the Relay Missouri Assessment. And
16 the way that the Relay Missouri Assessment is
17 described in Section 209.253 it uses the term "access
18 line."

19 Verizon also objects to the use of iVoIP
20 and intrastate and how the term "intrastate" is
21 defined. And the Commission should be aware the term
22 "intrastate" is used in various locations within
23 proposed Chapter 28, primarily to describe assessment
24 and revenue reporting requirements.

25 Section 392.550 subjects iVoIP providers

1 to assessment and reporting requirements. The term is
2 used generically to simply distinguish between
3 intrastate versus interstate jurisdictions. The FCC
4 acknowledges iVoIP revenues can be jurisdictionally
5 separated between those jurisdictions. For example,
6 28.040, Section 4B incorporates the FCC's process for
7 helping iVoIP providers distinguish iVoIP revenues
8 between the two jurisdictions.

9 We're basically okay with some of the
10 other minor proposed changes within the definitions
11 section. These were suggestions made by MTIA and
12 MCTA. The only exception might be in Section 17 where
13 MTIA suggests replacing the phrase "submitted to" with
14 "filed with." In our view, tariffs are not filed, but
15 rather submitted.

16 In Rule 28.020, the general provisions,
17 we're okay with MCTA's proposed revision. In Rule
18 28.030, we're okay with MTIA's proposed revision to
19 Section 1.

20 Moving onto 28.040, reporting
21 requirements, let me just say in Sections 5 and 6
22 there's been some compromise language. Section 5 and
23 6 deal with outage reports and disaster recovery
24 plans. And the -- what we recommend changing in
25 Section 5 is as follows: So Section 5 would read, A

1 telecommunications company shall support the
2 Commission in its role with the State Emergency
3 Management Agency by reporting the status of the
4 company's telecommunication services when requested.

5 Section 6 would change to, A
6 telecommunications company shall maintain a disaster
7 recovery plan and shall make such plan available to
8 Commission Staff upon request. Each
9 telecommunications company shall provide the manager
10 of the Commission's telecommunications unit updated
11 Commission contact information for emergency response
12 or disaster recovery efforts.

13 JUDGE WOODRUFF: Mr. Van Eschen, you said
14 that AT&T was agreeable to that -- those changes?

15 MR. VAN ESCHEN: I believe so.

16 MR. UNRUH: Yes. Yes.

17 MR. VAN ESCHEN: Let's see. Section 7,
18 that concerns bankruptcy notification. AT&T did not
19 explain why the bankruptcy notification section should
20 be deleted. They simply state this section is
21 unnecessary.

22 As noted in Staff's comments, the Staff
23 finds it helpful in assessment administration if we
24 are simply notified if the company files for
25 bankruptcy. In Staff's opinion, the proposed

1 bankruptcy notification requirements are streamlined
2 and are not expected to be burdensome.

3 Moving onto 28.060, service requirements,
4 a comment about Section 1. AT&T recommends deleting
5 the requirement to comply with safety standards. AT&T
6 claims compliance with the National Electric Safety
7 Code is not necessary and exceeds the Missouri
8 Commission's authority.

9 Staff's previously filed comments explain
10 the rationale for this section. Many problems with
11 communications services are caused by inferior bonding
12 and grounding practices. In Staff's opinion, the
13 establishment of this requirement is within the
14 Commission's authority for Section 392.611.3 because
15 it represents a, quote, network configuration or other
16 matters, unquote, as indicated by this Missouri
17 statute.

18 Section 2, Verizon, AT&T and MCTA
19 recommend deleting this section regarding call
20 completion. Their recommendation is based on the
21 claim the issue is beyond the Commission's authority
22 and it's unnecessary because the FCC's attempting to
23 resolve call completion problems.

24 In response to these claims, Staff
25 recommends the Commission retain this section. The

1 requirements within this section were thoroughly
2 discussed in the rulemaking workshop. As noted in
3 Staff's previously filed comments, Case Number
4 TW-2012-0112 provides a significant amount of
5 background information about call completion problems
6 and the need for this type of rule. The workshop file
7 also provides industry feedback indicating the
8 Commission has authority to ensure calls are being
9 completed.

10 It is true the FCC is attempting to
11 address call completion problems. And the FCC's
12 website provides a good summary of the problems, the
13 FCC's analysis and what the FCC is doing. Staff views
14 the proposed requirements in Section 2 as
15 complimentary to the FCC's actions. In addition,
16 Staff views the requirements as a simple and common
17 sense approach to helping ensure calls are being
18 completed. In this pro-- the proposed requirements
19 within this section should apply to both
20 telecommunications and VoIP providers.

21 Moving onto -- let's see. In Section 6A,
22 AT&T recommends the Commission increase the time frame
23 to 45 days for a company to respond to a Commission
24 Staff inquiry related to denial or discontinuance of
25 service issues. AT&T's recommendation is based on

1 AT&T's belief 30 days may be too short.

2 Staff recommends the Commission simply
3 retain 30 days for it is a significant amount of time
4 to respond to a denial or discontinuance of service
5 issue. Moreover, the rule does not say a resolution
6 has to be completed within 30 days, but the initial
7 response is due within 30 days.

8 Section 6B, AT&T recommends the
9 Commission modify the proposed rule so that if a
10 consumer inquiry remains unresolved, then the consumer
11 can file a formal complaint but also be subject to
12 binding arbitration, if available under the services,
13 terms and conditions.

14 AT&T does not fully explain the rationale
15 for this proposal. From a practical standpoint, it is
16 unclear how it will be determined if binding
17 arbitration is available under a service's terms and
18 conditions as some companies, including AT&T, have
19 deemed tariffed. However, if that option is included
20 under the service agreement, the customer would always
21 have that option.

22 Rule 28.070, tariffs, MTIA had a
23 suggested change within Section 1. I think we're --
24 we're okay with that proposal, but we prefer the
25 phrase "wholesale service such as exchange" be re--

1 inserted in that portion of the rule that MTIA
2 addresses. This change voids the need for defining
3 switched access service, but in Staff's opinion,
4 retaining the word "wholesale" within that section is
5 helpful.

6 Lastly, 28.0-- 28.080 regarding
7 interconnection agreements, there's been quite a bit
8 of discussion about this rule. I'll just comment on
9 Section 2. In drafting this rule, the statement that
10 an expired interconnection agreement remains subject
11 to adoption as long as there are renewal or extension
12 provisions is a key provision in this entire section.

13 Staff fails to grasp AT&T and
14 CenturyLink's concerns regarding this sentence because
15 subsections C and D establish a process to resolve
16 concerns if both parties have not signed the signature
17 page to the adoption of the interconnection agreement.
18 I must have missed one.

19 Going back to 28.040, reporting
20 requirements, MCTA had several suggested changes to
21 the filing of an annual report and if it's delinquent
22 or not. We -- we've internally gone back and forth on
23 this quite a bit. I have to say that the -- you know,
24 we think it's important to have in there a deadline
25 for filing the report. And we -- we felt that the

1 rule as proposed adequately describes the current
2 process. I'll turn it over to Cully unless there's
3 questions.

4 JUDGE WOODRUFF: Commissioner questions
5 for Mr. Van Eschen?

6 CHAIR R. KENNEY: No questions for
7 Mr. Van Eschen. Thank you.

8 COMMISSIONER HALL: No.

9 JUDGE WOODRUFF: Ms. Dale.

10 MS. DALE: Just so you have a copy of at
11 that. I realize it's in the transcript, but -- I have
12 just a few issues to address here. With my glasses, I
13 can no longer see you, but now I can read.

14 The first has to do with 28.060(5), which
15 has to do with the slamming rule. The Commission
16 should know that in the statute there is a requirement
17 that the Commission promulgate a rule against
18 slamming. There is also a provision that allows
19 companies to specifically opt out of the slamming
20 requirements. There is a general provision that
21 allows companies to be subject to regulation only when
22 they opt in. AT&T has submitted some language
23 concerning that opting in, opting out.

24 It is Staff's position that the language
25 of the statutes and the proposed language of the rule

1 is sufficiently clear. We understand we cannot
2 enforce any rule against slamming. And the
3 conflicting nature of the opting in or opting out that
4 AT&T attempted to address, we believe merely confuses
5 the issue. The only reason we have a barebones
6 slamming/anti-slamming ruling is because there is a
7 statutory provision that requires it.

8 JUDGE WOODRUFF: Is that a state statute
9 or federal statute?

10 MS. DALE: State statute.

11 Moving onto call completion and iVoIP, I
12 would like to read from FCC Order 11-161, paragraph
13 33, Specifically we require telecommunications
14 carriers and providers of interconnected VoIP service
15 to include the calling party's telephone number in all
16 call signaling and we require intermediate carriers to
17 pass this signaling information unaltered to the next
18 provider in a call path.

19 The Commission continues to have
20 jurisdiction over intercarrier relations and has
21 jurisdiction over call completion. This continues to
22 be an issue with some companies failing to complete
23 calls. And we believe that it is necessary for us to
24 have a rule about it and for us to be able to enforce
25 that rule. And as the FCC did not distinguish between

1 telecommunications carriers and iVoIP providers, the
2 Staff does not believe it is appropriate to do so.

3 Finally, there is an assertion that all
4 iVoIP traffic is interstate, that Verizon makes, which
5 I would like to address. This is in FCC Order 06-94,
6 paragraph 56. Under this alternative however, we note
7 that an interconnected iVoIP provider with the
8 capacity -- or the capability to track the
9 jurisdictional confines of customer calls would no
10 longer qualify for the preemptive effects of our
11 Vonage order and would be subject to state regulation.

12 In paragraph 53, the FCC says, Thus, it
13 appears that VoIP traffic is predominantly long
14 distance or international. That's all I have. Thank
15 you.

16 JUDGE WOODRUFF: Any questions for
17 Ms. Dale?

18 CHAIR R. KENNEY: No questions. Thank
19 you, Ms. Dale.

20 COMMISSIONER HALL: No questions.

21 COMMISSIONER RUPP: No questions.

22 JUDGE WOODRUFF: All right. Any other
23 comments raised by Staff?

24 All right. I believe that concludes our
25 hearing then. We are adjourned.

1 (Whereupon, the rulemaking hearing was
2 adjourned.)
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CERTIFICATE OF REPORTER

I, Tracy Thorpe Taylor, CCR No. 939, within the State of Missouri, do hereby certify that the testimony appearing in the foregoing matter was duly sworn by me; that the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

Tracy T. Taylor

Tracy Thorpe Taylor, CCR



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