

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

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

**CENTURYTEL OF MISSOURI, LLC’S STATEMENT OF
COMPLIANCE AND NONCOMPLIANCE OF
CONFORMING INTERCONNECTION AGREEMENT**

Pursuant to Commission Rule 4 CSR 240-36.050, CenturyTel of Missouri, LLC (“CenturyTel”) hereby files its Statement of Compliance and Noncompliance of Conforming Interconnection Agreement (“Statement”) with regard to the requirements of Section 251 and 252 of the federal Telecommunications Act of 1996, as amended, FCC Rules, Missouri Statutes, and the rules of the Missouri Public Service Commission.

INTRODUCTION

Concurrently with the filing of this Statement, the Parties are jointly filing a Conforming Interconnection Agreement that (i) states the agreement of the Parties as to issues and contract language not arbitrated and (ii) reaches agreement and states terms regarding the language that the Commission expected to have included in the Interconnection Agreement as a result of the number of issues arbitrated and determined against one or the other of the Parties (discussed together herein as the “Conforming ICA”).

Although the Conforming ICA represents the sum of the Parties’ agreements and the Commission’s determinations, Commission Rule 4 CSR 240-36.050 recognizes that, after the conforming process, parties may contend that the product does not meet the standards of either federal or state law such that the Commission may lawfully approve it under Section 252(e) of the 1996 revisions to the Communications Act of 1934, as amended (the “Act”). CenturyTel

respectfully submits that some terms or conditions expressed as conforming to the Final Commission Decision fail to satisfy the requirements of Sections 251 and 252 of the Act, FCC rules, Missouri statutes, or the rules of the Missouri Public Service Commission. Therefore, CenturyTel respectfully requests that the Commission reject the provisions of the Conforming ICA that do not comport with federal or state law and provide for modifications that would make the Conforming ICA lawful.

These issues have been extensively briefed and argued before both the Arbitrator and this Commission. Therefore, CenturyTel will not restate in detail those arguments here, but will incorporate by reference the CenturyTel submissions filed in this proceeding in their entirety. Without waiving any argument that certain issues were wrongfully decided against CenturyTel, CenturyTel's Statement will focus on providing the Commission with a summary of the issues on which CenturyTel contends that the Conforming ICA fails to comply with law. Specifically, CenturyTel contends that the following issues were decided contrary to law:

<u>Issue No. and Statement of the Issue¹</u>	<u>ICA Section(s) Affected²</u>
<p>Issue 2: How should the Interconnection Agreement define the term Network Interface Device or "NID"?</p> <p>Issue 24: CenturyTel believes that there are two issues presented in this issue:</p> <p>(a) Should Article IX, Section 3.4 clarify that the End User controls Inside Wire except in those multi-tenant properties where CenturyTel owns and maintains such Inside Wire?</p>	<p>Article II, § 2.103</p> <p>Article VI, § 3.3 and 3.5</p> <p>Article XI, § II</p>

¹ These issues are stated according to CenturyTel's Statement of the Issues.

² Notably, some of the language at issue in the Parties' disputes may no longer exist in the Conforming ICA due to the Commission's decision with regard to these issues. As a result, citations to ICA sections should be read with reference to the prior competing ICAs between the Parties.

<p>(b) Is Charter required to submit an order to and pay CenturyTel for accessing CenturyTel's NID when Charter connects its loop to the End User's Inside Wiring through the customer access side of the CenturyTel NID?</p>	
<p>Issue 11: Should certain business and operational processes and procedures set forth in CenturyTel's "Service Guide" be incorporated by reference into the Agreement?</p> <p>Parties' Agreed-to Statement of Sub-issues:</p> <p>Should the CenturyTel Service Guide be incorporated for: establishing bill dispute processes?</p> <p>Should the Century Tel Service Guide be incorporated for: providing escalation lists?</p> <p>Should the Century Tel Service Guide be incorporated for: reporting and resolving circuit troubles or repairs?</p> <p>Should the CenturyTel Service Guide be incorporated for: submitting LNP requests?</p> <p>Should the CenturyTel Service Guide be incorporated for: "service ordering, provisioning, billing and maintenance processes and procedures"?</p>	<p>Article III, §§ 9.4.1, 16, 41.1, and 53</p> <p>Article VI, § 2.3</p> <p>Article IX, § 1.2.2</p> <p>Article X, § 6.3</p>
<p>Issue 14: There are two issues presented in this Issue 14:</p> <p>(a) If Charter requests that CenturyTel provide a service or perform an act not otherwise provided for under the Agreement, and Charter pre-approves the quoted costs of CenturyTel's performance, should the Agreement include a provision requiring Charter to pay such costs as pre-approved by Charter?</p> <p>(b) If a service or facility is offered under the Agreement but does not have a corresponding charge set forth in the Pricing Article, should such service or facility be subject to "TBD" pricing pursuant to Article III, Section 46.</p>	<p>Article I, § 3</p> <p>Article III, § 22.1</p> <p>Article III, § 46</p>

Issue 15(c): Should the Agreement limit damages in a manner that is consistent with telecommunications industry practice and Charter’s own customer agreements and tariffs?	Article III, § 30.3
Issue 18: What terms and conditions that govern the Point of Interconnection (POI) and trunking arrangements should be included in the Interconnection Agreement?	Article V, §§ 2.2.2, 2.3.2, 3.3.2, and 4.4
Issue 19: Should the Agreement between the Parties limit the voluntary utilization of third party transit arrangements to a DS1 level of traffic?	Article V, § 3.3
Issue 21: There are two separate issues presented in Issue 21. (a) Under what terms and conditions should one-way trunks be used for the exchange of traffic within the scope of this Agreement? (b) Regardless of whether one-way or two-way trunks are deployed, where should Points of Interconnection (POIs) be located and what are each Party’s responsibilities with respect to facilities to reach the POI?	Article V, § 3.2.3
Issue 22: Should the Parties utilize reasonable projections of traffic volumes in addition to actual traffic measurement in their determination of whether the threshold has been reached for purposes of establishing dedicated end office trunks versus after-the-fact traffic measurement solely for such determination?	Article V, § 3.4.2.1.1
Issue 29: Should the Agreement preserve CenturyTel’s rights to recover from Charter certain costs of providing access to “new, upgraded, or enhanced” OSS?	Article X, § 15.2
Issue 35: Should CenturyTel’s liability for 911 system errors be limited to the reasonable cost of replacement services?	Article VII, §§ 9.3 and 9.6
Issue 36: Should CenturyTel be protected from third party liability related to 911 system errors caused by Charter?	Article VII, § 9.4

Issue 38: Should CenturyTel be liable for incorrectly routed 911 service, when such incorrect routing is not CenturyTel's fault?	Article VII, § 9.8
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For all of the reasons set forth in the oral and written testimony (particularly the testimonies of the CenturyTel witnesses), the hearings, and CenturyTel's written submissions herein, CenturyTel contends that the above-identified issues have been resolved by the Commission contrary to law. For the Commission's convenience, in addition to the evidence in the Transcripts of this proceeding, CenturyTel identifies the following documents that it has previously submitted to the Arbitrator and/or the Commission as support for its contentions that the decisions on the above-identified issues fail to comply with the requirements of sections 251 and 252 of the Act, Missouri statutes, and the Commission's rules:

Filing No. 61:	CenturyTel of Missouri, LLC's Motion to Strike Written Testimony of Charter Fiberlink-Missouri, LLC's Witnesses
Filing No. 94:	Proposed Findings of Fact and Conclusions of Law Submitted by CenturyTel of Missouri, LLC
Filing No. 95:	CenturyTel of Missouri, LLC's Response in Opposition to Charter Fiberlink-Missouri, LLC's Motion to Strike
Filing No. 100:	Reply Brief Submitted by CenturyTel of Missouri, LLC in Response to Charter Fiberlink-Missouri, LLC's Proposed Findings of Fact and Conclusions of Law
Filing No. 101:	CenturyTel of Missouri, LLC's Reply in Support of Motion to Strike Written Testimony of Charter Fiberlink-Missouri, LLC's Witness, Timothy J. Gates
Filing No. 105:	Comments of CenturyTel of Missouri, LLC on the Arbitrator's Draft Report

CONCLUSION

For all of the reasons set forth by CenturyTel throughout these proceedings, CenturyTel respectfully requests that the Commission (1) determine that the language addressing the above-

identified issues within the Conforming ICA does not comply with the law, and (2) adopt the language proposed by CenturyTel for those issues.

DATED: March 27, 2009

Respectfully submitted,

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Certificate of Service

I hereby certify that a true and correct copy of the foregoing Statement was served by facsimile, hand-delivery, or electronic mail, on the 27th day of March, 2009, on the following:

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