

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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IDAHO PUBLIC UTILITIES COMMISSION

In the Matter of the Application of )  
CENTURYTEL OF IDAHO, INC. )  
CENTURYTEL OF THE GEM STATE, )  
INC. and VERIZON WIRELESS for )  
Approval of a Negotiated Interconnection )  
and Reciprocal Compensation Agreement )  
Pursuant to 47 U.S.C. 252(e) )  
\_\_\_\_\_ )

DOCKET NO. CEA-T-04-01  
CGS-T-04-01

APPLICATION FOR APPROVAL OF NEGOTIATED AGREEMENT

1. Pursuant to Section 252(e) of the Federal Telecommunications Act of 1996, CenturyTel of Idaho, Inc. and CenturyTel of the Gem State, Inc., (collectively "CenturyTel") and Verizon Wireless hereby request that the Commission approve the attached negotiated Interconnection and Reciprocal Compensation Agreement ("Agreement"). In support of this application, CenturyTel and Verizon Wireless (the "Parties") state as follows:

2. CenturyTel is engaged in the business of furnishing telecommunications services, including, but not limited to basic local exchange service within the State of Idaho.

3. Verizon Wireless is authorized to provide commercial mobile radio service ("CMRS") in designated locations in the State of Idaho.

4. The designated representative of each Party, for purposes of responding to inquiries in this matter is:

For CenturyTel:

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Regional Director-Carrier Relations  
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5. The Agreement, a copy of which is attached hereto, was voluntarily negotiated between the Parties. It provides for the interconnection of the network facilities of each Party for the purposes of terminating local telecommunications traffic that originates on the other Party's network. The Parties submit that the Agreement is consistent with the public interest in that it will facilitate the ability of the Parties' customers to communicate with each other.

6. The Parties submit that the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement.

NOW THEREFORE, the undersigned on behalf of the Parties requests that the Commission approve the Agreement pursuant to 47 U.S.C. Section 252(e)(1).

Respectfully submitted this 8<sup>th</sup> day of September, 2004.

CENTURYTEL OF IDAHO, INC.  
CENTURYTEL OF THE GEM STATE, INC.

By:   
\_\_\_\_\_  
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**INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT**

By and Between

CENTURYTEL OF THE GEM STATE, INC.  
CENTURYTEL OF IDAHO, INC.

And

VERIZON WIRELESS

In the State of Idaho

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This Interconnection and Reciprocal Compensation Agreement (“Agreement”), is entered into by and between CenturyTel of the Gem State, Inc., and CenturyTel of Idaho, Inc. (collectively “CenturyTel”) and the Verizon Wireless entities on the signature block (collectively “VZW”) (individually, “Party” or collectively, “the Parties”).

WHEREAS, VZW is authorized by the Federal Communications Commission (“FCC”) to provide CMRS as defined in Section 1.5 of this Agreement and provides such service to its end user customers and operating wireless affiliates; and

WHEREAS, CenturyTel is a certified provider of local exchange service; and

WHEREAS, VZW terminates Local Traffic that originates from CenturyTel’s subscribers, and CenturyTel terminates Local Traffic that originates from VZW’s subscribers; and

WHEREAS, VZW may request a point of direct interconnection in the CenturyTel service areas, or may indirectly interconnect with CenturyTel’s network via a third party Tandem Switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation and interconnection arrangement that compensates both Parties for terminating Local Traffic that originates on the other Party’s network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS.

- 1.1 “Act” means the Communications Act of 1934, as amended by the Telecommunications Act of 1996.
- 1.2 An “Affiliate” of a Party means a person, corporation, or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to have a ten (10) percent or greater ownership interest in or voting control of interests in, such corporation or other legal entity.
- 1.3 “Business Day” means any weekday other than a Saturday, Sunday, or holiday on which the U.S. Mail is not delivered.
- 1.4 “Central Office” means a switching facility from which Telecommunications Services are provided, including, but not limited to:
  - (a) An “End Office Switch” or “End Office” is used, among other things, to terminate telecommunications traffic to end user subscribers.
  - (b) A “Tandem Switch” or “Tandem Office” is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.

- (c) A “Mobile Switch Center” or “MSC” is a switching facility that provides Tandem and/or End Office switching capability.
- 1.5 “CMRS ” means Commercial Mobile Radio Service as defined in the Act and 47 C.F.R. § 20.3.
- 1.6 “Commission” refers to the Idaho Public Utilities Commission.
- 1.7 “Common Channel Signaling” or “CCS” means a high-speed, specialized packet switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.8 “Information Access Traffic” means the provision of specialized exchange and exchange access telecommunications services in connection with the origination, termination, transmission, switching, forwarding, or routing of Information Service traffic to or from the facilities of an ISP. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol. .
- 1.9 Information Service Provider (ISP) means a provider of Information Service, as defined in 47 U.S.C. 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.
- 1.10 “Interconnection” as defined in 47 C.F.R. § 51.5, is the physical linking of two networks for the mutual exchange of traffic. This term does not include the Transport and Termination of traffic
- 1.11 “Interconnection Facilities” - For CenturyTel, those facilities between the CenturyTel Central Office switch and the POI; for VZW, those facilities between the VZW MSC and the POI.
- 1.12 “Local Exchange Carrier” or “LEC” is as defined in 47 U.S.C. § 153 (26).
- 1.13 “Local Exchange Routing Guide” or “LERG” means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
- 1.14 “Local Traffic” is telecommunications traffic, that originates and terminates within the same major trading area (“MTA”), as defined in 47 C.F.R. § 24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used. Local Traffic includes mandatory expanded local calling area plans such as Extended Area Service (“EAS”). Local Traffic excludes Information Access Traffic, Information Service Providers Traffic (e.g., 900-976, etc.), inter-MTA, and paging traffic.

- 1.15 "POI" means the mutually agreed upon point of interconnection between CenturyTel and VZW where the Parties establish interconnection and exchange traffic. The POI for direct interconnection to a CenturyTel Tandem or End Office shall be within CenturyTel's local exchange service area.
- 1.16 "PSTN" means the Public Switched Telephone Network.
- 1.17 "Reciprocal Compensation Credit" means a monetary credit for wireline to wireless traffic that is originated by an end user of CenturyTel and terminates to an end user subscriber of VZW within the MTA.
- 1.18 "Tandem Switching" is when CenturyTel provides switching and transport at a CenturyTel Tandem Switch for traffic between VZW and an End Office subtending the CenturyTel Tandem Switch.
- 1.19 "Telecommunication Services" shall have the meaning set forth in 47 USC § 153(46).
- 1.20 "Termination" means the switching of Local Traffic at the terminating carrier's Central Office, or functionally equivalent facility, and the delivery of such traffic to the called party.
- 1.21 "Transiting" is when CenturyTel provides Tandem Switching at a CenturyTel Tandem Switch for traffic between VZW and a non-CenturyTel End Office subtending the CenturyTel Tandem Switch.
- 1.22 "Transport" means the transmission and any necessary Tandem Switching by a Party of Local Traffic from the POI between the Parties, which POI may be via the transit services provided by another carrier, to the terminating carrier's Central Office, or functionally equivalent facility, that directly serves the called party.
- 1.23 "Type 2 Wireless Interconnection" is a trunk interconnecting the LEC Central Office with a CMRS Provider's Mobile Switching Center. This type of connection may only be used for exchanging Local Traffic or terminating wireless to wireline interMTA traffic.
- i) Type 2A: is trunk interconnection between a LEC Tandem Switch and a CMRS Provider Mobile Switching Center. Through this interface, VZW can connect to Century Tel's End Offices and non-CenturyTel End Offices that subtend the CenturyTel Tandem Switch.
  - ii) Type 2B: is a trunk interconnection between a LEC End Office and a CMRS Provider Mobile Switching Center. This interconnection will only provide access to numbers residing in the LEC End Office to which the interconnection is made, including EAS served by the LEC End Offices.



2. RURAL TELEPHONE COMPANY.

CenturyTel asserts that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. § 153. CenturyTel further asserts that, pursuant to Section 251(f)(1) of the Act, CenturyTel is exempt from Section 251(c) of the Act. Notwithstanding such exemption, CenturyTel has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with VZW. CenturyTel's execution of this Agreement does not in any way constitute a waiver or limitation of CenturyTel's rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, CenturyTel expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by VZW or any other carrier.

3. TRAFFIC INTERCHANGED.

3.1 The traffic subject to this Agreement shall be that Local Traffic which originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party via a Type 2 Wireless Interconnection through direct Interconnection Facilities. 3.2 This Agreement also addresses the Parties' reciprocal compensation obligations as described in Section 251(b)(5) of the Act and the exchange of Local Traffic between the Parties' respective networks which is delivered via a third party Tandem Switch where there is no direct connection between VZW and CenturyTel.

3.3 The Parties may exchange Local Traffic through an indirect interconnection via a common third party access tandem provider. The originating Party will be responsible for payment of any transit charges (including Tandem Switching) assessed by the third party carrier for use of the third party carrier's tandem switch and facilities for the exchange of Local Traffic. The Parties agree that if and at such time as the Commission enters a final, binding, and non-appealable order ("Final Commission Order") determining that payment for transiting charges for the exchange of Local Traffic is to be made by a Party different than the Party on whose network the call originates, the Parties shall compensate each other in accordance with the Final Commission Order retroactive to the effective date of the Final Commission Order.

3.4 In the case where the Parties exchange Local Traffic indirectly through a common third party tandem, if traffic volumes grow to a point where it necessitates a direct Type 2 Wireless Interconnection between CenturyTel and VZW or if such a direct Type 2 Wireless Interconnection is otherwise required, then CenturyTel and VZW shall establish a POI within CenturyTel's local exchange serving area.

3.5 CenturyTel will recognize VZW's NPA-NXXs that are assigned in the LERG to a rate center located in CenturyTel's exchange or EAS calling area as Local Traffic as set forth on Attachment II. Calls to such NPA-NXXs will be at rates no less favorable than calls by CenturyTel's customers to other NPA-NXXs within the same rate center.

4. FACILITIES.

Each Party shall construct, equip, maintain, and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the POI for testing, maintenance, repairing, and removing Interconnection Facilities.

When ordered by VZW, CenturyTel shall provide interconnection circuits of a quality comparable to that provided to any other interconnected Local Exchange Carrier or to private branch exchanges between the CenturyTel Central Office and the POI, located in CenturyTel's local exchange serving area. CenturyTel shall not be responsible for providing Interconnection Facilities, or paying for the cost of such Interconnection Facilities, on VZW's side of the POI or, when the Parties are connected directly, anywhere outside of the boundaries of CenturyTel's service territory. CenturyTel and VZW will jointly determine the interconnection circuit design and routing as well as the selection of the switching center from which service will be provided.

CenturyTel shall provide dedicated private line circuits between VZW's Mobile Switching Center, remote cell sites, and control points, when ordered by VZW. When ordering these circuits, VZW shall specify the originating and terminating points for such circuit, the bandwidth required, the transmission parameters and such other information as CenturyTel may reasonably require in order to provide the circuits. CenturyTel and VZW will jointly determine the design and routing of these circuits, taking into account standard CenturyTel and VZW traffic engineering methods, the availability of facilities and equipment and CenturyTel's traffic routing plans.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

The Parties expect that, where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available.

5. RATES AND CHARGES.

5.1 The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement. The Parties acknowledge this Agreement cannot be implemented until it is duly approved by the Commission.

Facilities

Rates

1. Interconnection Facilities The rates for these facilities, if provided by CenturyTel, are specified in CenturyTel's Interstate Special Access Tariff.

2. Local Network Usage (Tandem/End Office)

The Parties agree to compensate each other for the terminating of Local Traffic that originates on the other Party's network. The reciprocal Local Network Usage rate is identified in Section 2(A) of Attachment I.

3. Transiting

For VZW's Local Traffic that is transported to non-CenturyTel End Offices via a CenturyTel Tandem Switch, VZW will compensate CenturyTel for the tandem switched traffic between VZW and the non-CenturyTel end office company at rates defined in Section 2 (B) of Attachment I. By transporting traffic to non-CenturyTel End Offices via a CenturyTel Tandem Switch, VZW assumes any responsibility for terminating compensation to the non-CenturyTel End Office Company.

4. Indirect Interconnection

Local Traffic that originates on either Party's network and terminates on the other Party's network transiting a third party tandem to which both Parties are interconnected will be charged at the Local Network Usage rates set forth in Attachment I, Section 2 (A).

5.2 Where Interconnection Facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by a percentage equal to the percentage of traffic on such Interconnection Facilities that originates on CenturyTel's network and terminates on VZW's network. This percentage is referred to as the Land to Mobile Traffic Factor on Attachment I. The Parties agree that, at either Party's request, the Parties will review the Traffic Factor percentages based on actual usage. The new Traffic Factor will be based on actual traffic patterns during a six (6) month study. Any change to the Traffic Factors will thereafter be effective as agreed to by the Parties. The Parties agree that a review of the Traffic Factors will not occur more than once in any twelve-month period.

5.3 The Parties will exchange billing information on a monthly basis. CenturyTel will prepare its bill in accordance with its existing CABS billing systems. VZW does not currently have its own billing system and will be compensated by CenturyTel for Interconnection Facilities and Local Traffic Usage by using a Reciprocal Compensation Credit until such time VZW can provide billing, either by Minutes Of Use (MOUs), by NPA-NXX and OCN, or by CLLI. The Parties will make an effort

to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. In the event that neither Party is capable of measuring, or has access to a measurement of traffic originating on CenturyTel's network, the charge to VZW for Local Traffic Network Usage and Interconnection Facilities shall be based upon mutually agreed upon assumed Traffic Factors. The initial Traffic Factors are set forth in Section 3 (A) of Attachment I.

5.5 For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision.

## 6. BILLING AND PAYMENT OF CHARGES.

Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and Local Network Usage will be billed in arrears. All bills will be due thirty (30) days from the billing date and will be considered past due forty-five (45) calendar days after the bill date. The Parties agree that they will each make a good faith effort to resolve any billing dispute.

If any undisputed amount due on the billing is not received by the billing Party by the payment due date, the billing Party may charge, and the billed Party agrees to pay, a late payment interest charge on the past due balance at a rate equal to the lesser of one and one-half percent (1½ %) per month or the maximum non usurious rate of interest under applicable law. Late payment interest charges shall be included on the next invoice. The late payment interest charge is conditioned upon the billing Party delivering an invoice to the billed Party within eight (8) calendar days of the billing date.

If any portion of an amount due to a billing Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall within forty-five (45) days of its receipt of the invoice containing such disputed amount give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. Within thirty (30) days of final determination of the dispute, the balance of the Disputed Amount shall thereafter be paid with interest from the date such amount was due when originally invoiced through the payment date at a rate equal to the lesser of one and one-half percent (1½ %) per month or the maximum rate allowable by law.

The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

Back billing or revised billing for all services, including Interconnection Facilities if applicable, provided pursuant to this Agreement may be billed for up to twelve (12) months after the date the services or Interconnection Facilities were furnished, provided that

notification of a billing problem with respect to such service is provided. Neither Party will bill the other Party for previously unbilled charges that are more than one-year prior to the current billing date.

7. NON-LOCAL TELECOMMUNICATIONS TRAFFIC.

The Parties contemplate that they may exchange non-Local Traffic that originates or terminates to VZW end users with telephone numbers assigned to a rate center within the VZW MTA over the Interconnection Facilities provided for under this Agreement. The Party sending such traffic onto such Interconnection Facilities will report to the other Party that traffic, if any, which is non-Local in nature. Compensation for non-Local Traffic shall be subject to interstate access rates.

When the Parties provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC. Each Party will bill its own access services rates to the IXC pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994. The Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge.

If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each Party shall provide the other Party the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of either Party's network in an VZW/CenturyTel Meet-Point Billing ("MPB") arrangement in order to comply with the MPB notification process as outlined in the MECAB document.

8. CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS.

Credit allowance for interruption of services experienced by VZW, provided under this Agreement shall be governed by terms and conditions set forth in CenturyTel's access tariffs.

9. SERVICE ORDERS.

VZW shall order Interconnection Facilities on a per-circuit basis and shall specify at the time the circuit is ordered the date on which VZW desires that the service be provided. CenturyTel will process such orders in accordance with its normal procedures for the installation of comparable circuits and will advise VZW whether or not it can meet the service date requested by VZW and, if not, the date by which service will be provided. If VZW wishes that the service be provided at an earlier date, CenturyTel will make reasonable efforts to meet VZW's request on the condition that VZW agrees to reimburse CenturyTel for all additional costs and expenses, including but not limited to overtime charges, associated with providing service at the earlier date.

10. IMPAIRMENT OF SERVICE.

The characteristics and methods of operation of any circuits, facilities, or equipment of either Party connected with the circuits, facilities, or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities, or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

11. RESOLUTION.

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

12. TROUBLE REPORTING.

In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone and facsimile numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

13. TERM AND TERMINATION.

13.1 This Agreement shall be effective August 1, 2004, subject to approval by the Commission in accordance with Section 252 of the Act. This Agreement shall have an initial term of two (2) years, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter, until replaced by another agreement or terminated by either Party upon 90 days' written notice to the other.

