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| Exhibit No.: | |
| Issue: | Company Overview, Policy and Service Ordering Procedures Generally |
| Witness: | Calvin Craib |
| Sponsoring Party: | MCC Telephony of Missouri, Inc. |
| Case No.: | Case No. TE-2006-0415 |

**MCC TELEPHONY OF MISSOURI, INC.**

Case No. TE-2006-0415



# SURREBUTTAL TESTIMONY

OF

CALVIN CRAIB

Middletown, New York
December, 2006

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

| | | |
|---|---|---|
| In the Matter of the Application of<br>MCC Telephony of Missouri, Inc.<br>of Compliance with the Requirement<br>of 4 CSR 240-32 | )<br>)<br>)<br>) | Case No. TE-2006-0415 |

AFFIDAVIT OF CALVIN CRAIB

STATE OF NEW YORK )
) ss.
COUNTY OF ORANGE )

I, Calvin Craib, of lawful age, and being duly sworn, do hereby depose and state:

1. My name is Calvin Craib. I am President of MCC Telephony of Missouri Inc., applicant in the referenced matter.

2. Attached hereto and made a part hereof for all purposes is my surrebuttal testimony.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my personal knowledge, information and belief.

Calvin Craib

Subscribed and sworn to before me, a Notary Public, this 15th day of December, 2006.

Bruce J Gluckman
Notary Public
Orange County
Reg. No. 02GL50700554
Appointment Expires: 12/31/10

Notary Public

# SURREBUTTAL TESTIMONY OF CALVIN CRAIB

**Q. Please state your name and your employment.**

A. My name is Calvin Craib, and my title is Senior Vice President, Business Development for Mediacom Communications Corporation (Mediacom). I am also president of MCC Telephony of Missouri, a Mediacom subsidiary.

**Q. Are you the same Calvin Craib who filed written direct testimony in this proceeding?**

A. Yes, I am.

**Q. What is the purpose of your surrebuttal testimony?**

A. I will be responding to the rebuttal testimony of Mr. Larry Henderson, a witness for the staff.

**Q. Mr. Craib, let me direct you to page 5 and 6 of Mr. Henderson's rebuttal testimony. He comments on the testimony offered by MCC's witnesses and characterizes it in response to the question of whether the MCC witnesses support or reiterate the points in the application. Do you agree with Mr. Henderson's characterization of MCC's testimony?**

A. Absolutely not. The testimony filed by MCC more than adequately covers each and every point MCC is raising with the Commission. Mr. Henderson has mischaracterized the testimony. MCC's position with respect to its waiver request has been consistent. MCC's service *is* unique and certain aspects of the installation

process *are* indeed outside of its control. These issues indeed are illustrative of the operational constraints of which I spoke in my direct testimony. Throughout this proceeding, MCC and Sprint have labored hard to explain, break down and diagram our processes to show the intervals it takes to complete the necessary provisioning steps. Additionally, MCC has simply pointed out that customers are informed directly during the initial ordering process of the time it will take to have the order installed. If this interval is unacceptable, the customer need only hang up the phone and have no further dealings with MCC's voice offering. The fact that our customer base in Missouri has seen continued growth since our voice service has been introduced is a testament to the simple fact that our service is one that consumers want and some seem to prefer to the other options available to them.

**Q. On page 6 of his rebuttal, Mr. Henderson argues that MCC did not supply direct testimony on the point that ILEC porting intervals vary. Has MCC provided evidence on this topic?**

A. MCC has provided information to support its claim in its response to the Staff's Date request No. 6. Mr. Henderson has commented selectively on MCC's response to Staff Data request No. 6 and it is appropriate to attach it in full to my testimony. (See CC Schedule 2). While it is true that the porting interval for the carriers he mentioned is the same, the response to the data request also gives porting intervals for three other carriers whose porting time is different and greater. Furthermore, all carriers (with only one exception) listed within the response Staff's Data Request No. 6 have CSR-to-port intervals of **five days or greater.** This would mean that neither

MCC nor Sprint would have a second of additional time to complete any activity either before the CSR request or after the port if they were to meet the five-day install requirement.

**Q. Also on page 6 of his rebuttal, Mr. Henderson states that MCC provided no witness about the proposal MCC advances in its application that MCC be subject to a service objective that 90% of its installs would be installed within three working days of the time Sprint completes provisioning. Does MCC still consider this a reasonable service objective for the company?**

A. It is still the position of MCC that it is able to commit to the objective of installing 90% of its orders within three working days following the completion of Sprint's provisioning interval (excepting those instances where a customer requests a later installation) and the application speaks for itself. No testimony is required. If the Commission were to adopt such a service objective for MCC in granting its waiver in this case, MCC is prepared to comply with it. By so stating, MCC is not retreating from its position that a complete waiver of the rule is justified in this case.

**Q. On page 6 -7 of his rebuttal, Mr. Henderson addresses the Commission's jurisdiction respecting VoIP services and the present dispute with Comcast IP Phone, LLC. Has MCC raised an issue in this case concerning the Commission's jurisdiction at this time?**

A. Mr. Henderson has observed correctly that MCC has not raised in its application for waiver or in its testimony any issue pertaining to this Commission's jurisdiction

concerning MCC's operations. Mr. Henderson refers to Staff's position in *State of Missouri v. Comcast IP Phone, LLC,* a proceeding of which MCC is aware. In fact, from the filing of its Application for a Certificate of Service Authority, MCC has consistently maintained that due to the issues surrounding the regulation of IP-based voice services, the proper regulatory treatment of such services is an unsettled matter. In its application MCC expressly reserved "any and all substantive and procedural rights under federal and state law, including any and all rights regarding the authority of the Commission and other state bodies to regulate MCC's IP-based services." By no subsequent act, including this application, has MCC waived any of these rights. Nevertheless, MCC has made a good faith effort to abide by the Commission's rules and its authority by formally seeking a waiver of a requirement it is unable to meet. Staff's resistance to the idea of waiving the rule under consideration has the odd, and presumably unintended, effect of penalizing MCC for its attempts to cooperate with this Commission.

**Q. Let me direct you to page 8 of Mr. Henderson's rebuttal testimony. On that page he states that a company assisting another company in completing service orders is not unique. Has Mr. Henderson understood the agreement with Sprint?**

A. No, he has not. He has oversimplified it and failed to consider the particular relationship existing between the cooperating providers in this case, MCC and Sprint. It is true that carriers may lease network elements from other carriers or may outsource certain other functions to other companies. In this case, there is indeed a

*different model* being used to deliver service – a model that uses the combined real (not virtual) network facilities of two carriers to create and provision the voice product. This model is by nature more complex than the others Mr. Henderson alludes to in his testimony. This model provides comparable voice grade service to traditional models while offering certain advantages over the traditional approach (price, convenience, service bundling) – it is not identical to the traditional models. Furthermore, while other companies may have to "make a visit to the customer's premises in order to complete the installation of service" in some instances; MCC must do so in **all** instances of activating a new customer, whether that customer represents a ported or a non-ported situation. Consequently, MCC sets certain system-wide procedures. Mr. Henderson opines on what he regards to be "the crux of the issue." Yet again, he presents his view that MCC arbitrarily entered into an agreement with Sprint that makes it impossible to meet a service standard. MCC and Sprint have repeatedly explained their processes and demonstrated that the intervals in the agreement represent the current operational requirements. Nevertheless, Mr. Henderson has continuously chosen to characterize MCC's agreement with Sprint as the fruit of some capricious act and has steadfastly refused to credit the obvious truth that were MCC and Sprint able to provision customers at shorter intervals (without adding to costs so significantly as to make the service unaffordable – and therefore undesirable - to customers) they would do so gladly to give them a stronger competitive advantage. Mr. Henderson also continues his unaccountable fascination with the redaction of MCC's and Sprint's Letter of Intent. It is true that a redacted version of the Letter provided early in the proceeding inadvertently left some of the

pertinent information redacted. This has since been rectified. There cannot be any useful purpose served by continued discussion on this point. The only agreements MCC has been "reluctant" to produce are proprietary agreements belonging to other companies who are not parties to this proceeding and over whose documents MCC has no control and cannot be expected to have any control.

**Q. On page 8 of Mr. Henderson's rebuttal testimony, he states that MCC does not "schedule telephone installations under five days as part of its ongoing, routine delivery of telephone service." Can you comment on this observation?**

A. MCC has repeatedly explained that because it must always schedule home visits, and given the several steps of the installation process which MCC and Sprint have outlined and described, it cannot have installation scheduling be so rigid as to necessarily lead to frequent rescheduling. The goal of this policy is to minimize customer inconvenience and frustration. With this goal in mind, MCC has been successful in meeting 97.5% of its scheduled installation appointments.

**Q. On page 9 of his testimony Mr. Henderson states that he does not believe that "incumbent local telephone companies have an advantage over MCC in meeting the Commission's service objective." Do you agree with this assessment?**

A. No, I disagree. As a new entrant, and one with a multi-tiered process, part of which actually depends on activity performed by the losing carrier which in the majority of the cases is the ILEC, MCC is clearly in a less favorable position for meeting certain metrics than the ILEC. In fact, as noted above the losing carrier can take up to the

entire five-day interval to complete its portion of the order provisioning process. By its delay in completing its portion of the order provision process, an ILEC can conveniently put MCC immediately into a position of noncompliance with 4 CSR 240-32.080(5)(A)1. The ILEC has no Commission service objective to meet in responding to MCC's customer's request for a change in provider.

**Q. How would you respond to Mr. Henderson's statements on pages 9 and 10 that competition is only theoretically beneficial and since it takes "time to work" would likely "produce a lower quality of service"?**

A. I believe that Mr. Henderson's understanding and description of competition is very telling. Competition may indeed take some time to work and stifling the ability of companies offering real choice by means of different technology to the citizens of Missouri is certainly not a productive way of encouraging competition "to work." Furthermore, I strongly believe that Mr. Henderson is much mistaken in his view that competition is merely a race to the bottom. If certain companies are able to provide service faster than MCC is currently able, why would they want to forfeit that market advantage by matching MCC's longer installation interval? In the meantime, those customers who have selected MCC to be their voice carrier have not complained about the installation intervals and are continuing to purchase MCC's voice service presumably because they consider it a value to them. Furthermore, we offer this letter from the City of Springfield, Missouri attached as CC Schedule 3 as evidence that MCC presence in the Missouri markets is seen as a positive development for Missouri consumers.

**Q. Could you comment on Mr. Henderson's remarks, on page 11 of his testimony, regarding the option of denying MCC's request, in particular his comment that in such an event "Staff's expectation is that MCC will make certain adjustments through its contractual arrangement with Sprint and begin meeting the Commission's service objective"?**

A. Mr. Henderson is again exhibiting his mistaken view that MCC's installation intervals are the result of an arbitrarily negotiated agreement with Sprint. MCC values its customers and wants to have as strong a competitive position as it is able. Therefore it is reasonable to assume, and it is definitely the case, that MCC went to the trouble of requesting a waiver only because it is not able, for operational reasons, to meet the installation interval requirement. The notion that it could meet this requirement after making "certain adjustments through its contractual arrangement with Sprint" is not reasonable. Indeed, Mr. Henderson is quite right when he suggests that were the Commission to attempt to force the company to meet a standard which it is not currently able to meet "we'll probably be back and have another case with MCC addressing the same issue."

**Q. Do you have any comments regarding the option, raised by Staff of conducting a rulemaking to revise the Commission's quality of service rules?**

A. MCC continues to support the idea of a rulemaking proceeding by this Commission to address the issue of quality of service rules in light of a changing competitive and technological landscape.

**Q. How would you respond to Mr. Henderson's comments on page 13 of his testimony questioning the access to and reliability of the information which the customer has regarding MCC's service?**

A. With respect to the installation interval, which is the only issue pertinent to this proceeding (despite Mr. Henderson's attempts to involve a myriad of ancillary concerns), MCC's customers are provided accurate information regarding installation time up front at the time they place an order for service. In contrast, Mr. Henderson exhibits the somewhat naïve notion that a customer's information regarding service comes primarily from the quality of service reports filed with the Commission.

**Q. How would you respond to the issues raised by Mr. Henderson regarding MCC quality of service reporting and compliance?**

A. I would refer you to the surrebuttal testimony of Mr. Mark Trefry which adequately addresses Mr. Henderson's specific questions. Generally however, it is important to point out that all of the reporting issues discussed by Mr. Henderson which are not directly related to the five-day installation interval are being improperly raised in this proceeding, the subject of which is solely MCC's request for a waiver of the five-day installation requirement.

**Q. Does that conclude your surrebuttal testimony?**

A. Yes.

# Missouri Public Service Commission

## Data Request

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|---|---|
| **Data Request No.** | 0006 |
| **Company Name** | MCC Telephony of Missouri, Inc.-CLEC/IXC(Telephone) |
| **Case/Tracking No.** | TE-2006-0415 |
| **Date Requested** | 5/25/2006 |
| **Issue** | Telephone Specific - Other Telephone Specific Issues |
| **Requested From** | Mark W. Comley |
| **Requested By** | Michael Johnson |
| **Brief Description** | NA |
| **Description** | 6. MCC's Application For Waiver indicates that ILECs have a wide variance in porting intervals and that "...many independent incumbent LECs have rather long porting intervals..." Please quantify and identify the porting intervals for any ILECs in Missouri that MCC has porting arrangements. Explain how such porting intervals were determined. |
| **Due Date** | 6/14/2006, extended to 6/21/06 |

**Response**

*According to Sprint, the following published intervals apply to carriers in our Missouri service territory, these intervals are based on a number of factors including industry guidelines, the transport medium and carrier type.*

| CARRIER | CLASS | CSR | LSR TO FOC | LSR TO PORT |
|---|---|---|---|---|
| AT&T f/n/a SOUTHWESTERN BELL | RBOC | 48 Hrs | 2 business days | 5 business days |
| ALLTEL MISSOURI, INC. | ICO / Tier 2 | 48 Hrs | 2 business days | 5 business days |
| CENTURYTEL OF MISSOURI, LLC (CENTRAL) | ICO / Tier 2 | 48 Hrs | 2 business days | 5 business days |
| SPECTRA COMMUNICATIONS GROUP, LLC | ICO / Tier 2 | 48 Hrs | 2 business days | 5 business days |
| EMBARQ | ICO / Tier 2 | 48 Hrs | 2 business days | 5 business days |
| BROOKS FIBER COMMUNICATIONS - MISSOURI | CLEC | 48 Hrs | 2 business days | 7 business days |
| INTERMEDIA COMMUNICATIONS INC. - MO | CLEC | 48 Hrs | 2 business days | 7 business days |
| KMC TELECOM V, INC.-MO | CLEC | 48 Hrs | 2 business days | 5 business days |
| LEVEL 3 COMMUNICATIONS, LLC - MO | CLEC | 72 Hrs | 3 business days | 5 business days |

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|---|---|---|---|---|
| MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.- MO | CLEC | 48 Hrs | 2 business days | 5 business days |
| NUVOX COMMUNICATIONS OF MISSOURI, INC. - MO | CLEC | 48 Hrs | 2 business days | 6 business days |
| SOCKET TELECOM, LLC - MO | CLEC | 48 Hrs | 2 business days | 3 business days |
| TCG KANSAS CITY, INC. - MO | CLEC | 48 Hrs | 2 business days | 5 business days |

The attached information provided to Missouri Public Service Commission Staff in response to the above data information request is accurate and complete, and contains no material misrepresentations or omissions, based upon present facts of which the undersigned has knowledge, information or belief. The undersigned agrees to immediately inform the Missouri Public Service Commission Staff if, during the pendency of Case No. TE-2006-0415 before the Commission, any matters are discovered which would materially affect the accuracy or completeness of the attached information.

If these data are voluminous, please (1) identify the relevant documents and their location (2) make arrangements with requestor to have documents available for inspection in the MCC Telephony of Missouri, Inc.-CLEC/IXC(Telephone) office, or other location mutually agreeable. Where identification of a document is requested, briefly describe the document (e.g. book, letter, memorandum, report) and state the following information as applicable for the particular document: name, title number, author, date of publication and publisher, addresses, date written, and the name and address of the person(s) having possession of the document. As used in this data request the term "document(s)" includes publication of any format, workpapers, letters, memoranda, notes, reports, analyses, computer analyses, test results, studies or data, recordings, transcriptions and printed, typed or written materials of every kind in your possession, custody or control or within your knowledge. The pronoun "you" or "your" refers to MCC Telephony of Missouri, Inc.-CLEC/IXC(Telephone) and its employees, contractors, agents or others employed by or acting in its behalf.

**Security** Public
**Rationale** NA

**With Proprietary and Highly Confidential Data Requests a Protective Order must be on file.**

CITY of SPRINGFIELD

December 8, 2006

Jeff Davis, Chairman
Missouri Public Service Commission
Governor Office Building
200 Madison Street
PO Box 360
Jefferson City, MO 65102-0360

RE: Mediacom

Dear Mr. Davis,

I am writing this letter to attest to the good corporate citizenship of Mediacom Communications Corporation. Since coming to Springfield, Mediacom has attended and participated in public meetings, responded to all complaints in a timely manner, and paid their taxes and fees when due.

The multiple voice service providers allow the City of Springfield to offer a choice to its citizens with 28 companies now providing telecommunications services in our area.

Sincerely,

Evelyn Honea
Assistant City Manager

cc: Connie Murray
Steve Gaw
Robert M. Clayton III
Linward "Lin" Appling
Nancy Yendes, Assistant City Attorney

**OFFICE OF THE CITY MANAGER**
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