

Exhibit No. \_\_\_\_\_  
Issue: \_\_\_\_\_  
Witness: Steven E. Turner  
Type of Exhibit: Direct  
Sponsoring Party: Socket Telecom, LLC  
Case No. TO-2006-0299  
Date: March 24, 2006

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

**PETITION OF SOCKET TELECOM, LLC )  
FOR COMPULSORY ARBITRATION OF )  
INTERCONNECTION AGREEMENTS WITH ) CASE NO. TO-2006-0299  
CENTURYTEL OF MISSOURI, LLC AND )  
SPECTRA COMMUNICATIONS, LLC )  
PURSUANT TO SECTION 252(b)(1) OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )**

**(REVISED)  
REDACTED DIRECT TESTIMONY OF  
STEVEN E. TURNER ON BEHALF OF  
SOCKET TELECOM, LLC**

**FILED<sup>2</sup>**  
APR 25 2006  
Missouri Public  
Service Commission

William L. Magness  
Texas State Bar No. 12824020  
CASEY, GENTZ & MAGNESS, L.L.P.  
98 San Jacinto Blvd., Suite 1400  
Austin, Texas 78701  
512/225-0019 (Direct)  
512/480-9200 (Fax)  
[bmagness@phonelaw.com](mailto:bmagness@phonelaw.com)

Carl J. Lumley, #32869  
Leland B. Curtis, #20550  
CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.  
130 S. Bemiston, Suite 200  
Clayton, Missouri 63105  
(314) 725-8788  
(314) 725-8789 (Fax)  
[clumley@lawfirmemail.com](mailto:clumley@lawfirmemail.com)  
[lcurtis@lawfirmemail.com](mailto:lcurtis@lawfirmemail.com)

**ATTORNEYS FOR SOCKET TELECOM, LLC**

Revised March 24, 2006

Exhibit No. 3  
Case No(s) TO-2006-0299  
Date 4-12-06 Rptr KF

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**I. BACKGROUND AND EDUCATION**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Steven E. Turner. My business address is Kaleo Consulting, 2031 Gold Leaf Parkway, Canton, Georgia 30114.

**Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

A. I own and direct my own telecommunications and financial consulting firm, Kaleo Consulting.

**Q. PLEASE DESCRIBE YOUR EDUCATION BACKGROUND.**

A. I hold a Bachelor of Science degree in Electrical Engineering from Auburn University in Auburn, Alabama. I also hold a Masters of Business Administration in Finance from Georgia State University in Atlanta, Georgia.

**Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE.**

A. From 1986 through 1987, I was a Research Engineer for General Electric in its Advanced Technologies Department developing high-speed graphics simulators. In 1987, I joined AT&T<sup>1</sup> and, during my career there, held a variety of engineering, operations, and management positions. These positions covered the switching, transport, and signaling disciplines within AT&T. From 1995 until 1997, I worked in the Local Infrastructure and Access Management organization within AT&T. In this organization, I gained familiarity with many of the regulatory issues surrounding AT&T's local market entry, including issues concerning the unbundling of incumbent local exchange company (incumbent)

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<sup>1</sup> In this section of my testimony describing my work experience, when I use the name "AT&T", I am referring to the AT&T entity prior to its merger with SBC.

1 networks. I was on the AT&T team that negotiated with Southwestern Bell Telephone  
2 Company concerning unbundled network element definitions and methods of  
3 interconnection. A copy of my resume is provided as Schedule SET-1.

4 **Q. HAVE YOU PREVIOUSLY TESTIFIED OR FILED TESTIMONY BEFORE A**  
5 **PUBLIC UTILITY OR PUBLIC SERVICE COMMISSION?**

6 A. I have testified or filed testimony before the commissions in the states of Alabama,  
7 Arkansas, California, Colorado, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana,  
8 Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi,  
9 Missouri, Nebraska, Nevada, New Hampshire, New York, North Carolina, Ohio,  
10 Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Washington,  
11 and Wisconsin. Additionally, I have filed testimony before the Federal Communications  
12 Commission ("FCC").

13 **II. PURPOSE AND SUMMARY OF TESTIMONY**

14 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

15 A. I am testifying on behalf of Socket Telecom, Inc. ("Socket Telecom") regarding several  
16 issues in its arbitration with Century Telecom, Inc. ("CenturyTel"). Specifically, my  
17 testimony will address the following issues: (1) Performance Measures; (2) DSL; (3)  
18 Ordering, Provisioning, and Maintenance OSS; (4) Interconnection; (5) Rates and  
19 Charges; and (6) Number Portability. The testimony that I present at this time is Direct  
20 Testimony. As such, my testimony will focus on the language and approach used by  
21 Socket Telecom to develop its positions as conveyed to CenturyTel. In other words, my  
22 testimony will not preemptively rebut CenturyTel regarding its positions on these matters

1 until its testimony in the proceeding has also been filed. The only exception to this will  
2 be when it is necessary to define the scope of the dispute between Socket Telecom and  
3 CenturyTel with regards to the exchange of disputed positions through the DPL process.

4 **III. PERFORMANCE MEASURES (ARTICLE XV: DPL ISSUE NO. 1)**

5 **Q. WHAT IS THE STATEMENT OF THE DPL ISSUE FOR THIS PARTICULAR**  
6 **CONCERN IN YOUR TESTIMONY?**

7 A. The DPL states the issue as follows:

8 Socket Issue:

9 Should the Agreement contain an Article addressing Performance  
10 Measures and Provisioning Intervals issues?

11 CenturyTel Issue:

12 What Performance Measures should the Agreement contain?

13 **Q. WHAT POSITION HAS SOCKET TELECOM TAKEN ON THIS ISSUE?**

14 A. Socket Telecom has sought to maintain, at least at a general level, a situation that already  
15 exists in the interconnection agreement between Socket Telecom and CenturyTel.  
16 Specifically, the current interconnection agreement based on the prior Verizon  
17 interconnection agreement with AT&T obligates CenturyTel to adhere to performance  
18 metrics that are set forth in that Agreement. In other words, Socket Telecom has simply  
19 attempted to retain, in principle, the use of Performance Measures as a means to ensure  
20 that the service provided to Socket Telecom is done so in such a way that it is  
21 nondiscriminatory towards Socket Telecom.

1 **Q. HAS CENTURYTEL BEEN WILLING TO COMPLY WITH THE EXISTING**  
2 **LANGUAGE IN THE INTERCONNECTION AGREEMENT BASED ON THE**  
3 **VERIZON AGREEMENT?**

4 A. No. To date, CenturyTel has refused to calculate its performance consistent with the  
5 requirements of the existing interconnection agreement. Socket Telecom believes that it  
6 is entitled to interconnection that is at least equal in quality to that provided by  
7 CenturyTel to itself or any other interconnecting party as well as any other obligations  
8 falling within the Federal Telecommunications Act in §251(c). As such, Socket Telecom  
9 has simply sought in this arbitrated interconnection agreement to maintain a reasonable  
10 level of Performance Measurements so as to ensure that reasonable performance is being  
11 provided to Socket Telecom.

12 **Q. CAN YOU BRIEFLY DESCRIBE THE APPROACH THAT YOU HAVE USED**  
13 **WITH REGARDS TO PROSPECTIVE PERFORMANCE MEASURES?**

14 A. Yes. CenturyTel has consistently made the point that it is in no position to monitor its  
15 performance with respect to Performance Measurements. Specifically, CenturyTel states,  
16 among other things, the following in the CenturyTel Preliminary Position for the DPL:  
17 "... Socket proposes PMs that are unnecessary and would impose substantial costs on  
18 CenturyTel both in terms of compliance and in establishing monitoring and reporting  
19 systems/operations." As such, Socket Telecom has taken the position that, because of the  
20 importance of nondiscriminatory access to interconnection, Socket Telecom would take  
21 on the responsibility and cost for the tracking of performance with respect to the  
22 Performance Measures.

1 Specifically, Socket Telecom reviewed two key sources for the Performance  
2 Measures that Socket Telecom believed would be important: (1) the existing  
3 interconnection agreement between Socket Telecom and CenturyTel that is based on the  
4 prior interconnection agreement with Verizon; and (2) the Performance Measures  
5 attachment that the Commission approved as reasonable and appropriate in Case No. TO-  
6 2005-0336 related to the SBC-Missouri interconnection agreements. Socket Telecom did  
7 not take all of these Performance Measures. Instead, Socket Telecom selected those  
8 Performance Measures that would be pertinent to interconnection operations with a  
9 company such as CenturyTel. Moreover, only those Performance Measures that Socket  
10 Telecom believes are most pertinent to its operations as a telecommunications provider in  
11 Missouri have been retained. The resulting list of Performance Measures that Socket  
12 Telecom proposes contains measures that this Commission should already be familiar  
13 with based on its experience with Verizon and SBC, but is limited to just those situations  
14 that relate to the companies involved in this interconnection: CenturyTel and Socket  
15 Telecom.

16 **Q. YOU INDICATED THAT SOCKET TELECOM'S APPROACH RELIEVES**  
17 **CENTURYTEL OF MANY OF THE COSTS THAT IT COMPLAINS ABOUT.**  
18 **COULD YOU EXPLAIN THE BASIS FOR THIS ASSERTION?**

19 **A.** Yes. It is my understanding from reviewing the DPL CenturyTel Preliminary Position  
20 and discussing the issue with Socket Telecom personnel that CenturyTel has consistently  
21 held the position that it does not have the ability to measure performance and provide the  
22 types of information that Socket Telecom is seeking. At a fundamental level, this is  
23 particularly concerning in that the ability to measure performance is paramount to

1 knowing whether nondiscriminatory treatment is being provided to Socket Telecom.  
2 That said, however, Socket Telecom proposes that it be responsible for measuring the  
3 performance of CenturyTel with regards to the Performance Measurements identified in  
4 Article XV. Socket Telecom would be responsible for the cost of tracking these  
5 measurements and providing them to CenturyTel as the need arose. In this way,  
6 CenturyTel would not be liable for “establishing monitoring and reporting  
7 systems/operations” which appears to be one of its primary concerns.

8 **Q. DO YOU BELIEVE THAT THIS APPROACH REPRESENTS AN “IDEAL”**  
9 **SITUATION?**

10 A. Absolutely not. Performance Measures should be ascertaining whether CenturyTel is  
11 providing nondiscriminatory service between CLECs and between its own retail  
12 operations and the CLECs. The approach that Socket Telecom has proposed is a  
13 compromise from this point. Socket Telecom would not track CenturyTel’s performance  
14 for other CLECs or in CenturyTel’s retail operations. Socket Telecom would simply be  
15 interested in whether CenturyTel consistently met critical performance metrics that were  
16 identified in the Performance Measurements Article XV. At least in this way, the most  
17 critical aspect of Performance Measurements – knowing whether the performance  
18 between CenturyTel and Socket Telecom is consistent with the requirements of the  
19 interconnection agreement – would be tracked. The Commission should recognize,  
20 however, that this approach is a compromise from the nondiscriminatory measurements  
21 that are routinely performed by other incumbents such as SBC and Verizon.



1 **Q. IS IT NOT TRUE THAT THIS APPROACH ALSO RELIEVES CENTURYTEL**  
2 **OF MUCH OF ITS COST RESPONSIBILITY FOR PERFORMANCE**  
3 **MEASUREMENTS?**

4 A. Yes. Socket Telecom will take on the cost and responsibility of tracking the  
5 measurements. The only point at which cost will become of consideration for CenturyTel  
6 is when CenturyTel fails to meet the performance requirements set out in Socket's  
7 Performance Measurements and must correct its performance.

8 **Q. CENTURYTEL MAKES MANY CLAIMS REGARDING WHETHER IT IS**  
9 **LEGALLY REQUIRED TO PROVIDE PERFORMANCE MEASUREMENTS.**  
10 **COULD YOU PLEASE COMMENT ON ITS POSITION?**

11 A. Yes. I believe it is quite straightforward that CenturyTel is responsible for meeting  
12 specific performance requirements and providing Performance Measurements. First, it is  
13 important to note that CenturyTel obtained its operating territory in Missouri through an  
14 acquisition of 96 exchanges from Verizon (specifically GTE Midwest, Inc. d/b/a Verizon  
15 Midwest, Inc.). In its Report and Order approving CenturyTel's purchase of the 96  
16 Verizon exchanges, the Commission conditioned its approval on the following:

17 CenturyTel shall use the same rates, terms and conditions of  
18 service as Verizon on the date of the closing of the transaction.  
19 CenturyTel shall, in good faith, negotiate interconnection  
20 agreements with all carriers who currently have interconnection  
21 agreements with Verizon and who desire to interconnect with  
22 CenturyTel. Where technically feasible, the new agreement will  
23 have the same rates, terms and conditions as did the agreement  
24 with Verizon. These agreements will differ from the Verizon  
25 agreements only with respect to technical differences to reflect the  
26 way CenturyTel interfaces with the interconnecting carrier. In  
27 cases in which services are being provided under these  
28 interconnection agreements, CenturyTel will cooperate with the  
29 interconnecting carriers to secure expeditious approval of a  
30 replacement interconnection agreement and to ensure continuity of  
31 service for their customers. CenturyTel shall provide local

1 interconnection services as set out in the interconnection agreement  
2 between Verizon and Intervenor AT&T, and adopted by Intervenor  
3 Fidelity, for a period of one year following the closing of the  
4 proposed transaction. Any interconnection agreement not replaced  
5 within one year shall continue in force on a month-to-month basis  
6 until replaced.<sup>2</sup>

7 It is quite clear in reading this conditional language for the acquisition of the Verizon  
8 exchanges that CenturyTel was to use the “same rates, terms and conditions of service as  
9 Verizon.” This would clearly have included the terms and conditions related to the  
10 Performance Measurements section of the interconnection agreement between Socket  
11 Telecom and Verizon. Moreover, the language above indicates that there could be a  
12 difference from the existing Verizon interconnection agreement “only with respect to  
13 technical differences to reflect the way CenturyTel interfaces with the interconnecting  
14 carrier.” Performance Measurements can be modified to reflect differences in how  
15 CLECs would interface to CenturyTel as opposed to Verizon. However, Performance  
16 Measurements would not be completely eliminated as CenturyTel is effectively  
17 proposing.

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<sup>2</sup> TM-2002-232, *In the Matter of the Joint Application of GTE Midwest, Inc. d/b/a Verizon Midwest and CenturyTel of Missouri, LLC for 1) Authority to Transfer and Acquire Part of Verizon Midwest’s Franchise, Facilities, and System Located in the State of Missouri, 2) For Issuance of Certificate of Authority to CenturyTel of Missouri, LLC 3) To Designate CenturyTel of Missouri, LLC as Subject to Regulation as a Price Cap Company; and 4) To Designate CenturyTel of Missouri, LLC as a Telecommunications Carrier Eligible to Receive Federal Universal Service Support, Report and Order*, <http://www.psc.mo.gov/orders/2002/05212232.htm>.

1 **Q. HAS SOCKET TELECOM INTRODUCED CHANGES TO REFLECT THE**  
2 **DIFFERENCES WITH INTERCONNECTING WITH CENTURYTEL?**

3 A. Yes. As alluded to above, CenturyTel has simply not complied with the existing terms  
4 and conditions in the Verizon interconnection agreement as it pertains to Performance  
5 Measurements. Moreover, CenturyTel does not appear to have as robust an operating  
6 environment as did Verizon with respect to performance metrics generally. As such, the  
7 approach that Socket Telecom proposes, as already described above, reflects the  
8 differences in interconnecting with CenturyTel as opposed to Verizon. However, there is  
9 no reason to eliminate Performance Measurements entirely. In short, the Commission, in  
10 lieu of any alternative from CenturyTel should utilize the Article XV proposed by Socket  
11 Telecom in this proceeding.

12 **IV. XDSL (ARTICLE XVIII: DPL ISSUE NOS. 2-4, 6, 9-11)**

13 **Q. AT A HIGH LEVEL, COULD YOU EXPLAIN TO THE COMMISSION THE**  
14 **APPROACH THAT WAS USED BY SOCKET TELECOM TO DEVELOP THE**  
15 **DSL LANGUAGE THAT IS INCORPORATED INTO ITS PROPOSAL?**

16 A. Yes. As the Commission is well aware, this Commission has considered the issues  
17 related to the provisioning of unbundled DSL-related elements at great length in Missouri  
18 in the process of examining SBC's Section 271 Compliance and subsequent dockets,  
19 specifically TO-2001-439 (*Determination of Prices, Terms, and Conditions for*  
20 *Southwestern Bell Telephone Company to Offer Conditioning for xDSL-Capable Loops*  
21 *as Identified in Case No. TO-99-227*). Specifically, the language that has been  
22 incorporated into Socket Telecom's proposed interconnection language with CenturyTel  
23 is based upon language this Commission already approved in Case No. TO-2001-439 and

1 from language approved in the recent arbitration between Socket Telecom and SBC-  
2 Missouri for use in the Missouri 271 Successor Interconnection Agreement (M2A  
3 Successor Agreement).

4 Socket Telecom chose to go this route – selecting previous Commission-approved  
5 language – related to DSL because so much detailed work has already been performed by  
6 the Commission. Abandoning this work with respect to CenturyTel does not make sense  
7 because the same technology that works for DSL with SBC or Verizon copper also works  
8 with CenturyTel as well.

9 **A. NON-STANDARD XDSL-BASED TECHNOLOGY (ARTICLE XVIII:**  
10 **DPL ISSUE NOS. 2-3)**

11 **Q. CAN YOU ADDRESS SOME OF THE SPECIFIC ISSUES THAT CONTINUE TO**  
12 **BE IN DISPUTE BETWEEN CENTURYTEL AND SOCKET TELECOM?**

13 **A.** Yes. The first issue that continues to be open is Article XVIII: DSL Issue No. 2: “Should  
14 the Article contain definitions applicable to the Article and the provisioning of xDSL  
15 services?” This issue statement is in partial dispute.

16 One section of disputed language is Socket Telecom’s proposal for Section 2.7:

17 A “non-standard xDSL-based technology” is a loop technology that  
18 is not presumed acceptable for deployment under Section 2.6 of  
19 this Article. Deployment of non-standard xDSL-based  
20 technologies is allowed and encouraged by this Agreement.

21 CenturyTel’s position is that this language should not be allowed at all – language that the  
22 Commission has already incorporated into the M2A Agreement. Specifically, the  
23 CenturyTel Preliminary Position as found in the DPL notes the following:

24 CenturyTel should not be required to allow Socket to deploy  
25 unproven, non-standard xDSL technologies on CenturyTel’s

1 network. Doing so would increase the potential for network  
2 interference and degradation of voice and other services, ultimately  
3 putting the services that CenturyTel provides to its own customers  
4 at risk.

5 **Q. COULD YOU PLEASE RESPOND TO CENTURYTEL'S CONCERNS?**

6 A. Yes. *First*, the reason that this type of language was initially incorporated into the DSL  
7 section is because there is so much development occurring in the area of DSL with  
8 respect to the types of technologies that can be used to deploy DSL-type services. As  
9 such, there is practical concern for limiting what one might consider "standard" DSL  
10 services in that this definition can be very flexible over time. As such, the proposed  
11 language that Socket Telecom has put forward provides a very general definition of  
12 "presumed acceptable for deployment" DSL service (which is also based on the contract  
13 language originally approved by the Commission in TO-2001-439 and offered as an  
14 amendment to the M2A Agreement and to which CenturyTel takes no exception).  
15 However, Socket Telecom would also seek to include the language that continues to be in  
16 the SBC Missouri Successor Agreement with Socket Telecom that permits the  
17 introduction of "non-standard" technologies as such technologies become available in the  
18 telecommunications industry.

19 *Second*, the language that Socket Telecom puts forward is not devoid of the  
20 countervailing requirements to protect CenturyTel's (or Socket Telecom's) network.  
21 Specifically, there are Liability provisions that place all of the cost burdens of using a  
22 non-standard DSL technology on the party (either CenturyTel or Socket Telecom) that

1 incorporates the non-standard DSL technology into the network. There is similar  
2 Indemnification language in the proposed language as well.

3 **Q. WITH RESPECT TO ARTICLE XVIII: DPL ISSUE NO. 2, ARE THERE ANY**  
4 **OTHER DISPUTES?**

5 A. Yes. There are two. *First*, precisely the same issue as discussed above also extends to  
6 Section 3.3 where Socket Telecom proposes the use of the phrase “or a non-standard  
7 xDSL technology” as part of the definition. For the same reasons as already discussed  
8 above, CenturyTel takes issue with this proposed language.

9 *Second*, there is a slightly different dispute in this same DPL issue where  
10 CenturyTel wishes to include the following phrase in the definition for Section 2.2:  
11 “CenturyTel will not be required to remove load coils on any copper loop in excess of  
12 18,000 feet in length.” If the Commission will review the language in the M2A  
13 Replacement xDSL Appendix, the Commission will note that there is nothing like this  
14 language or a reference to 18,000 feet anywhere in the Appendix. The reality, as I have  
15 already noted above, is that DSL technology is changing rapidly and presently there are  
16 xDSL options that will allow for service beyond 18,000 feet. The bottom line is that the  
17 Commission does not presently have this restriction in the M2A Replacement Agreement.

18 There is no reason to incorporate this limitation into the interconnection agreement with  
19 CenturyTel.

20 **Q. COULD YOU PLEASE DISCUSS THE DISPUTES RELATED TO ARTICLE**  
21 **XVIII: DPL ISSUE NO. 3?**

22 A. The dispute that exists for this DPL issue is precisely the same as that already discussed  
23 above related to the “or a non-standard xDSL technology” language. Depending on how

1 the Commission resolves this language above, the change should be made here in a  
2 similar manner to Section 3.3 of Article xDSL.

3 **B. XDSL SERVICE ISSUES (ARTICLE XVIII: DPL ISSUE NO. 4)**

4 **Q. COULD YOU PLEASE DISCUSS THE DISPUTES RELATED TO ARTICLE**  
5 **XVIII: DPL ISSUE NO. 4?**

6 A. There are several. DPL Issue No. 4 addresses “provisions governing unbundled xDSL  
7 loop and xDSL subloop offerings.” The first issue in this area is found in Section 4.4 of  
8 Article xDSL. The disputed language is represented in the bolded language below which  
9 Socket Telecom proposes and which CenturyTel opposes:

10 In the event that CenturyTel rejects a request by Socket for an  
11 xDSL Loop or xDSL Subloop, including, but not limited to denial  
12 due to fiber, DLC, or DAML facility issues, CenturyTel will  
13 disclose to Socket information with respect to the number of loops  
14 using advanced services technology within the binder and type of  
15 technology deployed on those loops or sub-loops, including the  
16 specific reason for the denial, **within 48 hours of the denial. In**  
17 **no event shall the denial be based on loop length. If there is**  
18 **any dispute between the Parties with respect to this Section,**  
19 **CenturyTel will not deny the loop (subject to Section 3.4**  
20 **above), but will continue to provision loops until the dispute is**  
21 **resolved in accordance with the Dispute Resolution procedures**  
22 **set forth in this Agreement.**

23 **Q. IS THIS DISPUTED LANGUAGE THE SAME AS WHAT IS CONTAINED IN**  
24 **THE M2A SUCCESSOR AGREEMENT?**

25 A. Yes. This is precisely the language that is included in that agreement. We are not  
26 seeking anything different from what the Commission has already reviewed and  
27 approved.

1   **Q.   WHAT LANGUAGE IS CENTURYTEL OFFERING INSTEAD?**

2   A.   *First*, instead of offering a specific timeframe in which to notify Socket Telecom of the  
3       denial of Socket Telecom's order and provide information on the reason for the denial,  
4       CenturyTel offers to do so "within a reasonable time of the denial." It is important to  
5       recognize the context in which this denial is occurring. Socket Telecom has a customer  
6       to which it is attempting to provide DSL service. Socket Telecom places an order with  
7       CenturyTel for access to an xDSL loop or subloop while the customer is continuing to  
8       wait for service. CenturyTel then wants this Commission to accept its best efforts to  
9       provide information regarding a denial of service within a "reasonable" timeframe. It is  
10      simply not practical when a customer is waiting on service (and Socket Telecom is  
11      waiting to determine whether it can provide service to the customer or not) to have to  
12      wait for CenturyTel's (Socket Telecom's competitor) best efforts to provide the  
13      information in a "reasonable" timeframe. In a business process such as this, the  
14      Commission should retain the interval that it has already established for DSL services  
15      with SBC – the information regarding the rejection of access to the loop and the reason  
16      for that rejection will be provided within 48 hours.

17           *Second*, CenturyTel seeks to dramatically alter the remedy that is provided for in  
18      the M2A Successor Agreement when there is a dispute between CLEC and the incumbent  
19      with regards to the denial of service. Socket Telecom again seeks the language that the  
20      Commission has already reviewed and approved:

21           If there is any dispute between the Parties with respect to this  
22           Section, CenturyTel will not deny the loop (subject to Section 3.4  
23           above), but will continue to provision loops until the dispute is



1 resolved in accordance with the Dispute Resolution procedures set  
2 forth in this Agreement.

3 However, CenturyTel offers the following alternative language:

4 If there is any dispute between the Parties with respect to this  
5 Section, the Parties may invoke the Dispute Resolution procedures  
6 set forth in this Agreement.

7 Once again, CenturyTel has fallen squarely in the corner against the consumer in the State  
8 of Missouri. Obviously, the language that has been incorporated into the M2A Successor  
9 Agreement is established so that the provision of service to the end user customer is  
10 accomplished as seamlessly as possible from the customer's viewpoint. This  
11 Commission intended that the fact that there may be a dispute over access to a loop for  
12 DSL service between the CLEC and the incumbent should not be played out to the  
13 detriment of the customer. Requiring the customer to wait for service until the  
14 completion of a Dispute Resolution procedure with CenturyTel would clearly be to the  
15 detriment of the customer. As such, the language in the M2A Successor Agreement  
16 makes clear that subject to Section 3.4, the provision of the service should continue.  
17 Section 3.4 protects CenturyTel against Socket Telecom's "deployment of [a] specific  
18 loop technology [that] will significantly degrade the performance of other advanced  
19 services or traditional voice band services in accordance with FCC orders." Moreover,  
20 Section 3.4 is not in dispute between Socket Telecom and CenturyTel. As such, given  
21 that the Commission's reviewed and approved language protecting CenturyTel exists in  
22 the proposed CenturyTel-Socket Telecom interconnection agreement, it is only  
23 reasonable that the Commission require that its focus on the needs of the customer of

1 DSL service likewise be maintained in the contract. Socket Telecom's proposed  
2 language, which is entirely consistent with the Commission's prior approval of this  
3 language in the M2A Successor Agreement, should be incorporated into the CenturyTel-  
4 Socket Telecom interconnection agreement.

5 **Q. IS THERE ANY OTHER CONTESTED LANGUAGE RELATED TO ARTICLE**  
6 **XVIII: DPL ISSUE NO. 4?**

7 A. There are two additional sections in the xDSL Article (Section 4.5 and Section 4.6) that  
8 Socket Telecom has proposed that CenturyTel has sought to have eliminated. As with all  
9 of the sections discussed to this point, these sections exist in the M2A Successor  
10 Agreement. Socket Telecom believes that it is only reasonable that they should be  
11 incorporated into the CenturyTel-Socket Telecom interconnection agreement given the  
12 careful consideration of DSL provisioning issues that this Commission has already  
13 conducted.

14 In these particular sections, the specific language at issue again addresses the  
15 introduction of new xDSL technology into the loop network. As with the prior  
16 discussions of this issue, this Commission recognized that new technologies are routinely  
17 being developed for DSL and the language of the interconnection agreement should not  
18 thwart the deployment of this new technology by either the incumbent or the CLEC.  
19 Consistent with the discussion prior to this point in the xDSL Article regarding the  
20 introduction of new DSL technology, this language should be allowed as well. As  
21 previously described, there is sufficient Liability and Indemnification language already

1 included in the proposed agreement that will sufficiently protect whichever party might  
2 be harmed if problematic DSL technology is deployed in the loop network.

3 **C. LINE CONDITIONING (ARTICLE XVIII: DPL ISSUE NO. 6)**

4 **Q. WHAT IS LINE CONDITIONING?**

5 A. Line Conditioning (or as it is referred to in the xDSL Article as just "Conditioning) is the  
6 removal by CenturyTel of load coils, bridged tap, and/or repeaters on an xDSL Loop or  
7 xDSL Subloop. Conditioning is necessary in that DSL services will not operate properly  
8 if load coils, excessive bridged tap, and/or repeaters appear on the loop.

9 **Q. WHAT IS THE STATUS OF THE DISPUTE WITH REGARDS TO LINE**  
10 **CONDITIONING?**

11 A. Quite simply, virtually every section of the xDSL Article that deals with this issue is  
12 presently in dispute with CenturyTel. It will be necessary to briefly walk through the  
13 sections and the specific issues that arise.

14 *First*, the initial issue is a straightforward one with regards to Section 6.1. As has  
15 been discussed previously, CenturyTel wishes to limit the conditioning of loops or  
16 subloops to those that are less than 18,000 feet in length. As noted earlier, there is  
17 nothing in the existing M2A Successor Agreement that limits the conditioning of xDSL  
18 capable loops or subloops to 18,000 feet in length. For example, with RADSL  
19 technology today, loops longer than 18,000 feet can be provisioned with DSL technology  
20 – albeit with a lower transmission speed. The bottom line is that DSL technology is  
21 changing rapidly and there should not be hard limits on the extent to which xDSL options  
22 are allowed to be provisioned. This limitation does not exist in the M2A Successor

1 Agreement, which is the basis for the language in the xDSL Article. The limitation  
2 should not be carried into the CenturyTel-Socket Telecom interconnection agreement.

3 **Q. WHAT IS THE NEXT ISSUE WITH LINE CONDITIONING?**

4 A. *Second*, there is a significant dispute regarding the applicability of the rates that this  
5 Commission has previously determined for Line Conditioning. Unfortunately, the  
6 explanation of this dispute is somewhat complicated.

7 In Missouri Case No. TO-2001-439, the Commission undertook the process of  
8 developing rates for DSL Line Conditioning. Ultimately, the Commission selected an  
9 approach that averaged the removal of excessive bridged tap and all load coils and  
10 repeaters across all loops up to 17,500 feet in length.<sup>3</sup> If the CLEC wished to remove  
11 non-excessive bridged tap, there were separate nonrecurring rates identified for this  
12 activity. Moreover, if the CLEC believed that it needed to have bridged tap or repeaters  
13 removed for loops longer than 17,500 feet, there were separate nonrecurring rates for  
14 these activities. However, for the vast majority of situations affecting DSL, the approach  
15 selected by the Missouri Commission set a nonrecurring rate of \$8.41 for Line  
16 Conditioning regardless of whether the particular loop required Line Conditioning or not.  
17 The important point here is that the cut-off point for the application of the averaged Line  
18 Conditioning rate of \$8.41 is at 17,500 feet.

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<sup>3</sup> Case No. TO-2001-439, *Determination of Prices, Terms, and Conditions for Southwestern Bell Telephone Company to Offer Conditioning for xDSL-Capable as Identified in Case No. TO-99-227*, Report and Order, March 1, 2002, <http://www.psc.mo.gov/orders/2002/02281439.htm>.

1           When the M2A Successor Agreement process was occurring in Missouri, the  
2           language in the xDSL Appendix was not modified to retain the reference to the 17,500-  
3           foot cutoff as to the application of the averaged Line Conditioning charge. Instead, a  
4           12,000-foot cutoff was introduced. However, and this is particularly important, it is not  
5           as if this cutoff was completely missing from the M2A Successor Agreement. The  
6           Pricing Appendix to the M2A Successor Agreement still clearly denotes the application  
7           of the \$8.41 charge for Line Conditioning for loops less than 17,500 feet.<sup>4</sup> Moreover, the  
8           other nonrecurring charges for non-excessive bridged tap and the removal of bridged tap,  
9           repeaters, and load coils on loops longer than 17,500 feet are also all clearly identified.  
10          The bottom line is that the language in the xDSL Appendix reflects an error in that it does  
11          not reference the 17,500-foot cut-off point. Nonetheless, the Pricing Appendix and the  
12          Order in Case No. TO-2001-439 both make clear that the application of the \$8.41  
13          nonrecurring charge is for all loops less than 17,500 feet in length.

14   **Q.   HAS SOCKET TELECOM ATTEMPTED TO PROVIDE THIS EXPLANATION**  
15   **OF THE FACTS REGARDING THE 17,500-FOOT CUT-OFF POINT TO**  
16   **CENTURYTEL PERSONNEL?**

17   **A.**   Yes. CenturyTel's response has been to simply make light of the difficulty that Socket  
18          Telecom will have in attempting to explain the regulatory history to the Missouri  
19          Commission in testimony. However, I believe that the Commission will be able to  
20          reconstruct through the Order in Case No. TO-2001-439 and through a simple review of

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<sup>4</sup> M2A Successor Agreement, Attachment 6 – UNE Pricing Schedule, pp. 1-2.

1 the rate sheet from the M2A Successor Agreement between SBC and Socket Telecom the  
2 facts that lead one to recognize that the appropriate cut-off point is at 17,500 feet.

3 **Q. TO WHICH SECTIONS OF THE XDSL ARTICLE DOES THIS ISSUE**  
4 **PARTICULARLY RELATE?**

5 A. Section 6.2.1 and Section 6.2.2 both suffer from this issue. CenturyTel's proposed  
6 language for Section 6.2.2 also suffers from the defect of reflecting a maximum  
7 applicable distance of 18,000 feet for DSL that CenturyTel seeks to incorporate  
8 throughout the agreement. This issue has been previously discussed and will not be  
9 repeated here again.

10 **Q. ARE THERE ANY OTHER ISSUES RELATED TO LINE CONDITIONING?**

11 A. Yes. *Third*, there is a dispute related to Section 6.6 regarding the provision dealing with  
12 when Socket Telecom needs "additional conditioning for the removal of excessive  
13 bridged tap, load coils and/or repeaters" on the loop or subloop. The language that  
14 Socket Telecom proposed is precisely that which already exists in the M2A Successor  
15 Agreement. Specifically, in this instance, the CLEC would not pay any additional service  
16 order charges as the CLEC would have already paid the service order charge with the  
17 initial order for the xDSL capable loop or subloop. Moreover, there is already language  
18 identified in Sections 6.2 and 6.3 which govern the applicability of additional  
19 conditioning charges.

20 **Q. WHAT THEN IS THE DISPUTE WITH CENTURYTEL?**

21 A. Quite simply, notwithstanding the fact that the language of the M2A Successor  
22 Agreement precludes the charging of a second service order charge for the additional

1 conditioning, CenturyTel has inserted language that would require that a separate service  
2 order charge always be applicable. Further, notwithstanding that Sections 6.2 and 6.3  
3 govern the applicability of conditioning charges, CenturyTel has sought to add language  
4 that "additional ... conditioning charges may apply." The reality is that Sections 6.2 and  
5 6.3 already govern whether additional conditioning charges apply. There is no reason for  
6 there to be a separate new phrase added to the language that the Commission has already  
7 reviewed incorporating the additional charges. The bottom line is that the Commission  
8 should simply retain the language that it has already reviewed and approved for use in the  
9 provisioning of DSL services.

10 **Q. WHAT IS THE FINAL ISSUE RELATED TO LINE CONDITIONING?**

11 A. *Fourth*, there is a dispute related to CenturyTel's insistence that a new phrase be added to  
12 Section 6.7: "Socket, at its sole option, may request shielded cross-connects for central  
13 office wiring subject to applicable charges." (The underlined text represents the new and  
14 disputed language.) This language does not exist in the M2A Successor Agreement.  
15 Moreover, it is actually more of a rate issue than it is a terms and conditions issue as  
16 CenturyTel has framed the issue here.

17 **Q. HOW IS THIS JUST A RATE ISSUE?**

18 A. Socket Telecom has no objection to paying for shielded cross-connects. In the M2A  
19 Successor Agreement there are specific rates for shielded and non-shielded cross-  
20 connects identified. As such, Socket Telecom's payment for the use of the shielded  
21 cross-connects is not contingent on the new language that CenturyTel seeks.

1           The problem, however, is that presently there is no shielded cross-connects rate  
2 element in CenturyTel's rate schedule. Instead, CenturyTel only provides for a 2-Wire  
3 Cross-Connect generally whether it is shielded or not. The rate for this cross-connect is  
4 \$1.55. In the M2A Successor Agreement both the shielded and non-shielded cross-  
5 connects rates are significantly lower than this, with the shielded cross-connect for SBC  
6 being \$0.80.

7           The real issue that Socket Telecom has with the language CenturyTel is proposing  
8 is that the language already contained in the parties' agreement explicitly requires the  
9 payment of "applicable charges" for a shielded cross-connect. Given that CenturyTel has  
10 not provided a rate for this element, the risk exists that CenturyTel would deny or delay  
11 access to this element based on an assertion that no rate exists. Under the existing  
12 language, which Socket Telecom proposes to retain, CenturyTel would have to provide  
13 the shielded cross-connect (with or without a specific rate element) and could charge the  
14 generic cross-connect element of \$1.55. But it would not be able to preclude access to  
15 the element given that it has not provided a rate.

16           The bottom line is that this is a rate issue and no change in language is needed. If  
17 CenturyTel wishes to have a unique rate element for shielded cross-connects, it can make  
18 such a proposal and provide a relevant cost study. At present, it has not proposed a rate  
19 or provided a cost study. As such, there is certainly no reason to insert the new language  
20 that CenturyTel proposes.



**D. DSL SERVICE QUALITY AND MAINTENANCE (ARTICLE XVIII: DPL  
ISSUE NO. 9)**

**Q. ARE THERE ANY NEW ISSUES SPECIFICALLY RELATED TO THE AREA  
OF SERVICE QUALITY AND MAINTENANCE?**

A. Article XVIII: DPL Issue No. 9 is specifically related to the subject of DSL Service Quality and Maintenance language in Article XVIII. However, the only issue in this portion of the article is tied to the earlier discussion of whether the cut-off point for the standard \$8.41 DSL conditioning charge is 12,000 feet or 17,500 feet. The testimony that I have provided previously already addresses this specific matter and so I will not repeat it here. I will only address the unique aspect of the issue so that the Commission will have a more full understanding of the cut-off point application in this section of the article.

In this portion of the xDSL Article, the issue arises as to whether a Line and Station Transfer can be utilized to provide a CLEC (Socket Telecom in this instance) access to a DSL capable loop without the work processes associated with Line Conditioning. In layman's terms, a Line and Station Transfer is a situation where the incumbent LEC can simply provide an alternative loop to the CLEC such that service conditions are met that would not have been met with the prior loop. Line and Station Transfers are performed by the incumbent LEC to avoid more costly maintenance activities such as the removal of load coils, repeaters, and excessive bridged tap.

The issue here is that since Socket Telecom will have paid the standard \$8.41 charge for Line Conditioning, the use of Line and Station Transfers in lieu of Line Conditioning should not be paid for by Socket Telecom up the distance in question. If the standard charge was developed with 17,500 feet in mind (as the Commission did in Case

1 No. TO-2001-439) then the use of 17,500 feet as inserted by Socket Telecom should be  
2 selected. Alternatively, CenturyTel has inserted the use of 12,000 feet which is not based  
3 on any evaluation by this Commission but instead relies on the textual error that I  
4 discussed above. Ultimately, this determination should be made consistently with the  
5 cut-off determination discussed above.

6 **E. SPECTRUM MANGEMENT (ARTICLE XVIII: DPL ISSUE NO. 10)**

7 **Q. WHAT IS THE NATURE OF THE DISPUTE REGARDING SPECTRUM**  
8 **MANAGEMENT IN THE DSL ARTICLE?**

9 A. The M2A Successor Agreement contains two significant sections that effectively protect  
10 the CLEC against the possibility that SBC (now AT&T) would implement a Spectrum  
11 Management policy that would unfairly benefit SBC's provision of DSL services at the  
12 expense of the CLEC's ability to provision DSL services. Socket Telecom proposes to  
13 extend these same definitions into the xDSL Article in the CenturyTel-Socket Telecom  
14 interconnection agreement. Implementing this language in the CenturyTel-Socket  
15 Telecom interconnection agreement will prevent CenturyTel from allocating copper in its  
16 outside plant network in such a way that it has an advantage in deploying high-speed DSL  
17 services over the ability of the CLECs that purchase unbundled access to its network.  
18 These definitions are at the heart of the nondiscriminatory access provisions inherent in  
19 the Federal Telecommunications Act.

20 **Q. COULD YOU IDENTIFY THESE TWO DEFINITIONS FOR THE**  
21 **COMMISSION?**

22 A. Yes. The first is found in Article XVIII Section 10.2 and states as follows:

1 CenturyTel shall not implement, impose or maintain any spectrum  
2 management, selective feeder separation, or binder group  
3 management program. CenturyTel may not segregate or reserve  
4 loop binder groups, pair ranges or pair complements exclusively  
5 for the provisioning of ADSL and/or POTS services to the  
6 exclusion of other xDSL technologies. CenturyTel may not  
7 segregate xDSL technologies into designated loop binder groups,  
8 pair ranges or pair complements without prior Commission review  
9 and approval. CenturyTel will not impose restrictions, on use of  
10 loop pairs for non-ADSL xDSL services, either through  
11 designations in the LFACS and LEAD databases or by the rules in  
12 LFACS limiting deployment of non-ADSL xDSL services to  
13 certain loop pair ranges. CenturyTel will not deny requests for  
14 loops or subloops based on spectrum management issues.

15 The second paragraph is found in Article XVIII Section 10.3 and states as follows:

16 In the event that a loop technology without national industry  
17 standards for spectrum management is deployed, CenturyTel,  
18 Socket, other telecommunications providers, and the Commission  
19 shall jointly establish long-term competitively neutral spectral  
20 compatibility standards and spectrum management rules and  
21 practices so that all carriers know the rules for loop technology  
22 deployment. The standards, rules and practices shall be developed  
23 to maximize the deployment of new technologies within binder  
24 groups while minimizing interference, and shall be forward-  
25 looking and able to evolve over time to encourage innovation and  
26 deployment of advanced services. These standards are to be used  
27 until such time as national industry standards exist. To offer  
28 xDSL-based service consistent with mutually agreed-upon  
29 standards developed by the industry in conjunction with the  
30 Commission, or by the Commission in the absence of industry  
31 agreement, Socket may order local loops or subloops based on  
32 agreed-to performance characteristics. CenturyTel will assign the  
33 local loop or subloop consistent with the agreed-to spectrum  
34 management standards.

35 **Q. WHAT ALTERNATIVE DOES CENTURYTEL OFFER TO THESE TWO**  
36 **DETAILED PARAGRAPHS?**

37 **A.** To the first paragraph, CenturyTel proposes the following:

1 With the exception of loops on which a known disturber is  
2 deployed, CenturyTel shall not designate, segregate or reserve  
3 particular loops or binder groups for use solely by any particular  
4 advanced services loop technology.

5 CenturyTel seeks to completely eliminate the second paragraph.

6 **Q. COULD YOU BRIEFLY COMMENT ON CENTURYTEL'S PROPOSED**  
7 **LANGUAGE?**

8 A. Notwithstanding that this language goes against the comprehensive approach of using  
9 DSL language that this Commission has already spent painstaking time in reviewing and  
10 approving, there are still significant problems with the language that CenturyTel  
11 proposes. Note that CenturyTel agrees to not "designate, segregate or reserve particular  
12 loops or binder groups for use solely by any particular advanced services loop  
13 technology." While not as specific as the language that the Commission has already  
14 approved, this is at least generally moving in the correct direction. However, there is a  
15 significant exception. CenturyTel does not offer this limited nondiscriminatory treatment  
16 to "loops on which a known disturber is deployed." Disturbers are generally considered  
17 to be load coils, repeaters, and bridged tap. As such, effectively this exception allows  
18 CenturyTel to treat any copper plant on which repeaters, load coils, or bridged tap already  
19 exist in such a way that it *is* treated in a discriminatory manner. In other words, all of the  
20 language that has appeared up to this point in the Article related to the removal of  
21 disturbers such that the loop plant can be permitted to provide high-speed DSL services  
22 effectively becomes moot in that CenturyTel reserves the right with this language to  
23 discriminate in how this plant is provided to CLECs.

1   **Q.   WHAT THEN DO YOU RECOMMEND?**

2   A.   If the Commission wants to make the greatest opportunity for communities in the  
3       CenturyTel territory to receive advanced services such as DSL, the Commission needs to  
4       retain the M2A Successor Agreement language regarding access to unbundled loops and  
5       subloops. In short, for these paragraphs, the Commission should retain the language as  
6       proposed by Socket Telecom that comes from the M2A Successor Agreement.

7   **Q.   ARE THERE ANY OTHER ISSUES WITHIN THE SPECTRUM**  
8       **MANAGEMENT AREA?**

9   A.   Yes. There is an additional paragraph related to conforming equipment used for DSL  
10       applications to Commission or FCC standards when such standards become available.  
11       Again, this paragraph comes straight out of the M2A Successor Agreement. CenturyTel's  
12       approach is to simply eliminate this paragraph altogether. Given that this paragraph is  
13       only attempting to ensure that the use of equipment conforms to standards issued by the  
14       Commission or the FCC, it only seems reasonable that this language from the M2A  
15       Successor Agreement would be incorporated into the CenturyTel-Socket Telecom  
16       Interconnection Agreement.

17       **F.   PRICING (ARTICLE XVIII: DPL ISSUE NO. 11)**

18   **Q.   COULD YOU PLEASE IDENTIFY THE DISPUTES IN THE PRICING SECTION**  
19       **OF ARTICLE XVIII?**

20   A.   There are two issues that the Commission needs to address. *First*, in Section 11.1, Socket  
21       Telecom proposed the following language:

22               These rates are interim. Either Party may request that the Missouri  
23               Public Service Commission set permanent rates during the course  
24               of this Agreement.

1 The reason for this language is quite innocent in nature. The rates that Socket Telecom  
2 proposes for the xDSL Article are based on the determinations that the Commission made  
3 for SBC. As discussed previously, one of the main determinations that the Commission  
4 made was to average the cost of removing repeaters, load coils, and excessive bridged tap  
5 from loops across the entire loop population up to a length of 17,500 feet. Socket  
6 Telecom proposes that this rate structure be retained for CenturyTel. However, given that  
7 the distribution of loops may be materially different from that of SBC, Socket Telecom  
8 hoped that the fact that the rates would be interim subject to a permanent cost proceeding  
9 would permit CenturyTel to accept the rates and the rate structure. CenturyTel did  
10 neither. Moreover, CenturyTel did not propose its rates until very late in the process. As  
11 such, it may no longer be necessary for the Commission to retain this "interim"  
12 disclaimer.

13 *Second*, a paragraph is included in Section 11.2 of the xDSL Article that  
14 essentially states that CenturyTel will not give preferential access to itself for "clean"  
15 loops. "Clean" loops are those that do not have repeaters, load coils, and excessive  
16 bridged tap on them. Once again, this language is simply intended to protect Socket  
17 Telecom from potential discriminatory behavior on CenturyTel's part. Moreover, the  
18 language comes straight from the M2A Successor Agreement that the Commission has  
19 already reviewed and approved. In short, there is no reason for CenturyTel to insist on  
20 removing language from its contract that simply keeps it from discriminating against  
21 Socket Telecom in the provision of DSL services.

**V. ORDERING, PROVISIONING, AND MAINTENANCE OSS  
(ARTICLE XIII: DPL ISSUE NO. 1)**

**Q. COULD YOU BRIEFLY DESCRIBE THE NATURE OF THE OSS DISPUTE BETWEEN SOCKET TELECOM AND CENTURYTEL?**

A. Yes. There is one dispute. Socket Telecom has drafted Article XIII: OSS and seeks to have the language in this article incorporated into the interconnection agreement between itself and CenturyTel. CenturyTel seeks to have no OSS section in the interconnection agreement at all.

**Q. DOES SOCKET TELECOM HAVE A LEGAL RIGHT TO OSS AS DEFINED IN THIS PROPOSED ARTICLE?**

A. Yes. The Federal Telecommunications Act in § 251(c) and the implementing rules established by the FCC require that CenturyTel offer efficient and effective provisioning of wholesale facilities. A critical part of this efficiency is to have electronic OSS established between itself and the CLECs with whom CenturyTel interfaces. The Article that Socket Telecom has written establishes reasonable terms and conditions governing the electronic interface between Socket Telecom and CenturyTel for ordering and provisioning systems.

**Q. DID NOT CENTURYTEL COMMIT TO PROVIDE ELECTRONIC OSS WHEN IT PURCHASED THE EXCHANGES FROM VERIZON IN MISSOURI?**

A. Yes. When CenturyTel sought Commission approval for the transfer of exchanges from Verizon, CenturyTel filed sworn testimony stating that an automated electronic interface for CLECs was in development and the functionality would be available within nine months of the close of the transaction. Specifically, Mr. Matzdorff testified as follows on behalf of CenturyTel:

1 To date, the only deviation identified pertains to the electronic  
2 interface support system. To the extent that Verizon offers  
3 electronic interface to operations support system functions,  
4 CenturyTel will have to accomplish this interface via a call-in or  
5 paper transmission by the CLEC to a customer service  
6 representative. CenturyTel is working toward a web-based  
7 solution that should allow for automation to the interconnecting  
8 companies. We anticipate this functionality to be available within  
9 nine months of the expected close date of the transaction.<sup>5</sup>

10 Many more than nine months have passed since the closing of the transaction and  
11 CenturyTel has yet to provide this promised "web-based solution that should allow for  
12 automation to the interconnecting companies." CenturyTel's failure to comply with this  
13 commitment related to its acquisition of the Verizon exchanges directly affects end user  
14 customers in these exchanges in that it makes the provision of services involving  
15 interconnection between CenturyTel and CLECs more costly and inefficient than it would  
16 otherwise be with an electronic OSS between the companies. In short, CenturyTel should  
17 not be permitted to walk away from its previous promises and force CLECs to use more  
18 expensive and time-consuming manual systems for ordering and provisioning.

19 **Q. WHAT DID SOCKET TELECOM USE AS THE FRAMEWORK FOR THE**  
20 **TERMS AND CONDITIONS CONTAINED IN ARTICLE XIII?**

21 A. The Commission developed an OSS attachment for SBC Missouri as part of Case No.  
22 TO-2005-0336. Socket Telecom utilized the material in this attachment as a starting  
23 point for developing Article XIII for use with CenturyTel. However, Socket Telecom

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<sup>5</sup> Missouri Public Service Commission, Case No. TM-2002-232, Direct Testimony of Kenneth M. Matzdorff on behalf of CenturyTel of Missouri, LLC, February 21, 2002, pp. 15-16.



1 modified the terms and conditions to reflect differences between CenturyTel's operations  
2 and those of SBC Missouri.

3 The bottom line is that it is essential that specific terms and conditions for  
4 electronic OSS should be incorporated into the interconnection agreement between  
5 CenturyTel and Socket Telecom. CenturyTel had committed to this Commission to make  
6 web-based electronic interfaces available to CLECs long before now. It has failed to  
7 meet that commitment. To address this shortcoming, Socket Telecom made a good-faith  
8 effort to develop terms and conditions for OSS based on work already performed by this  
9 Commission for SBC and to customize it to the circumstances for CenturyTel. Against  
10 this effort, CenturyTel has offered no alternative. CenturyTel cannot be permitted to  
11 continue operating in Missouri without establishing an electronic interface between itself  
12 and interconnecting CLECs.

13 **VI. INTERCONNECTION (ARTICLE V: DPL ISSUE NOS. 5, 7, 12-15, 29)**

14 **A. ACCESS TO INTERCONNECTION (ARTICLE V: DPL ISSUE NO. 5)**

15 **Q. COULD YOU PLEASE IDENTIFY THE NATURE OF THIS**  
16 **INTERCONNECTION DISPUTE?**

17 **A.** Yes. With interconnection, the FCC has generally recognized that there is a mutual  
18 benefit between the two interconnecting parties for achieving interconnection. The end  
19 users of the CLEC (and thereby the CLEC as well) benefit by having the ability to  
20 originate and terminate traffic to and from the end users of the incumbent LEC. In a  
21 similar manner, the end users of the incumbent LEC (and thereby the incumbent LEC as  
22 well) benefit by having the ability to originate and terminate traffic to and from the end

1 users of the CLEC. As such, it would be reasonable to anticipate that the interconnection  
2 agreement terms and conditions associated with establishing interconnection  
3 arrangements would reflect the mutually beneficial aspect of the relationship and not  
4 place an inequitable burden on one party of the other.

5 **Q. CAN YOU PROVIDE AN EXAMPLE OF THIS APPROACH TO**  
6 **INTERCONNECTION IN AN FCC ORDER?**

7 A. Absolutely. The FCC's *First Report and Order* provides just such a discussion with  
8 regards to interconnection arrangements as follows:

9 Consistent with this view, other methods of technically feasible  
10 interconnection or access to incumbent LEC networks, such as  
11 meet point arrangements, in addition to virtual and physical  
12 collocation, must be available to new entrants upon request. Meet  
13 point arrangements (or mid-span meets), for example, are  
14 commonly used between neighboring LECs for the mutual  
15 exchange of traffic, and thus, in general, we believe such  
16 arrangements are technically feasible. *Further, although the*  
17 *creation of meet point arrangements may require some build out of*  
18 *facilities by the incumbent LEC, we believe that such arrangements*  
19 *are within the scope of the obligations imposed by Section*  
20 *251(c)(2) and 251(c)(3).* In a meet point arrangement, the "point"  
21 of interconnection for purposes of sections 251(c)(2) and 251(c)(3)  
22 remains on "the local exchange carrier's network" (e.g., main  
23 distribution frame, trunk-side of the switch), and *the limited build-*  
24 *out of facilities from that point may then constitute an*  
25 *accommodation of interconnection. In a meet point arrangement*  
26 *each party pays its portion of the costs to build out the facilities to*  
27 *the meet point. ... New entrants will request interconnection*  
28 *pursuant to section 251(c)(2) for the purpose of exchanging traffic*  
29 *with incumbent LECs. In this situation, the incumbent and the*  
30 *new entrant are co-carriers and each gain value from the*  
31 *interconnection arrangement. Under these circumstances, it is*

1           *reasonable to require each party to bear a reasonable portion of*  
2           *the economic costs of the arrangement.*<sup>6</sup>

3           While I recognize that this is a lengthy quote, there are several aspects of the FCC's  
4           thinking regarding interconnection that are important to note. *First*, the FCC sees that the  
5           "build out of facilities by the incumbent LEC ... are within the scope of the obligations  
6           imposed by Section 251(c)(2)." In other words, CenturyTel should not automatically  
7           protest if it must provide for facilities to allow for interconnection between its network  
8           and that of Socket Telecom's.

9           *Second*, a "limited build-out of facilities ... may then constitute an  
10          accommodation of interconnection" and it is not unreasonable to anticipate that "each  
11          party pays its portion of the costs to build out the facilities to the meet point." In other  
12          words, it is not unreasonable to expect that each party may have to bear some of its own  
13          costs to reach an interconnection point between the two networks. In the particular  
14          instances with CenturyTel, Socket Telecom is taking responsibility for the vast majority  
15          of the costs to extend to an interconnection point primarily through leasing facilities from  
16          other parties to extend Socket Telecom's reach within the CenturyTel wire center.  
17          However, a reasonable understanding of Section 251(c)(2) and CenturyTel's  
18          "accommodation of interconnection" requires that CenturyTel also bear its costs from its  
19          switch to the interconnection point that exists within its very own central office.

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<sup>6</sup> Before the Federal Communications Commission, FCC 96-325, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, CC Docket Nos. 96-98 and 95-185, Released: August 8, 1996, ¶553. (Emphasis added.) (Hereafter referred to as "*First Report and Order*.")

1 CenturyTel's approach to the interconnection language is to have Socket Telecom pay for  
2 all of the costs for interconnection on its side of the interconnection *and* to pay for all of  
3 the costs on CenturyTel's side of the interconnection arrangement as well. This is simply  
4 unjust and inconsistent with the parameters of interconnection.

5 *Third*, the FCC even identifies the principle behind why one should anticipate that  
6 both sides will bear some portion of the costs associated with interconnection:

7 In this situation, the incumbent and the new entrant are co-carriers  
8 and each gain value from the interconnection arrangement. Under  
9 these circumstances, it is reasonable to require each party to bear a  
10 reasonable portion of the economic costs of the arrangement.

11 Given that CenturyTel and Socket Telecom both benefit (as do their customers as  
12 discussed above), it is only reasonable that both sides would "bear a reasonable portion of  
13 the economic costs of the arrangement."

14 **Q. HOW DOES THIS TEXT THAT YOU HAVE REVIEWED FROM THE FCC'S**  
15 **FIRST REPORT AND ORDER RELATE TO THE ISSUE AT HAND?**

16 **A.** In Article V Section 2.4, Socket Telecom has proposed the following language with the  
17 text in bold representing that which is contested:

18 In the event that CenturyTel **asserts that it** does not have the  
19 capacity to support an Interconnection Arrangement requested by  
20 Socket, CenturyTel shall provide a detailed explanation of the  
21 reason such capacity does not exist, **identify any capacity that**  
22 **CenturyTel is reserving for its own use, and submit a**  
23 **construction plan for setting forth the timeline for adding the**  
24 **additional capacity. CenturyTel shall submit this plan to**  
25 **Socket and to the Manager of the Telecommunications**  
26 **Department at the Missouri Public Service Commission.**

27 In opposition to this language, CenturyTel offers the following competing language with  
28 the text underlined representing that which is contested:

1 In the event that CenturyTel does not have the capacity to support  
2 an Interconnection Arrangement requested by Socket, CenturyTel  
3 shall provide a detailed explanation of the reason such capacity  
4 does not exist. Should Socket wish CenturyTel to construct  
5 capacity to meet Socket's needs, CenturyTel and Socket shall work  
6 together to establish a construction plan and Socket shall bear all  
7 costs associated with engineering and constructing such capacity.

8 Socket Telecom is routinely running into situations where CenturyTel is denying Socket  
9 Telecom with interconnection facilities. The language that Socket Telecom has  
10 incorporated into Article V addresses nondiscriminatory aspect of interconnection.  
11 Socket Telecom simply needs to know whether CenturyTel is reserving capacity for its  
12 own use and to provide a construction plan setting forth when additional capacity will be  
13 available so that CenturyTel has some reasonable opportunity to know when  
14 interconnection will be available. This information should be provided to the Missouri  
15 Public Service Commission in the event that dispute resolution procedures are required.

16 Further, Socket Telecom does not see the need for the language that CenturyTel  
17 has added requiring that Socket Telecom pay for all engineering and construction work to  
18 add the interconnection capacity within CenturyTel's network. Recalling the position  
19 outlined by the FCC, interconnection is mutually beneficial to the two companies  
20 interconnecting. As such, it is only appropriate to anticipate that each of the parties will  
21 bear a reasonable portion of the costs for interconnection. In the case of how Socket  
22 Telecom interconnects with CenturyTel, this would only require CenturyTel to equip its  
23 switches with trunk ports and extend these out with cabling to the interconnection point –  
24 a modest expenditure compared to that which Socket Telecom has incurred.

1 **Q. ARE THERE OTHER TERMS AND CONDITIONS DISPUTES RELATED TO**  
2 **THIS SAME DPL ITEM?**

3 A. Yes. There are two sections (Section 2.5.1 and Section 2.5.2) that relate to this same  
4 issue of ensuring that CenturyTel provides nondiscriminatory access to interconnection  
5 facilities. Section 2.5.1 simply notes the following: "Both parties agree that the addition  
6 of a single customer may cause a need for additional interconnection facilities and  
7 trunks." The context for this language proposal by Socket Telecom is that CenturyTel, in  
8 Section 2.5, is seeking to limit Socket Telecom's ability to increase interconnection  
9 facilities. The practical situation that Socket Telecom encounters is that with even a  
10 single large customer, Socket Telecom needs to know that CenturyTel will respond to a  
11 request for interconnection facilities in that a single customer can be sufficiently large  
12 that additional interconnection facilities are required. Socket Telecom simply needs  
13 CenturyTel to acknowledge this reality when evaluating interconnection facility requests.

14 The dispute regarding Section 2.5.2 is best evaluated by comparing Socket  
15 Telecom's language to that of CenturyTel for Section 2.5. The respective sections are  
16 provided below:

17 Socket Telecom Section 2.5.2

18 In the event that CenturyTel believes Socket does not need the  
19 additional interconnection capacity, CenturyTel shall proceed with  
20 processing Socket's request and shall notify Socket of its concerns.

21 At the request of CenturyTel, the parties shall meet to discuss the  
22 request for additional interconnection capacity. In the event the  
23 Parties are unable to resolve this dispute, CenturyTel make invoke  
24 the Dispute Resolution Provisions of this Agreement.

25 CenturyTel Section 2.5

1 In the event that Socket is under utilizing its existing trunks and  
2 requests an augment, a joint meeting shall be held to discuss a  
3 resolution to Socket's request. Provided that Socket agrees to bear  
4 all costs associated with engineering and constructing requested  
5 excess capacity, CenturyTel shall not delay processing and  
6 fulfilling or refuse to process and fulfill Socket's requests for  
7 additional interconnection facilities or capacity because CenturyTel  
8 believes Socket does not need the additional interconnection  
9 capacity.

10 **Q. COULD YOU DESCRIBE WHAT IS SIMILAR ABOUT THESE TWO**  
11 **COMPETING PROPOSALS?**

12 A. Yes. Although the tone is different between the two sections, both sections are  
13 attempting to address a situation where CenturyTel believes that the interconnection  
14 facilities established between CenturyTel and Socket Telecom are potentially being  
15 underutilized. Socket Telecom agrees that language covering this potential situation  
16 should be incorporated into the interconnection agreement.

17 **Q. COULD YOU DESCRIBE THE DIFFERENCES IN THESE TWO COMPETING**  
18 **PROPOSALS?**

19 A. The differences are clear. *First*, Socket Telecom needs to avoid a situation where a  
20 dispute regarding the utilization of interconnection facilities may hold up the provisioning  
21 of an interconnection order. It is quite possible that the disputed interconnection  
22 arrangements are not even in the same switch for which Socket Telecom is seeking new  
23 interconnection facilities. However, given the customer-affecting nature of  
24 interconnection facilities, it would be highly detrimental to the development of  
25 competition in CenturyTel territory for CenturyTel to be able to unilaterally hold hostage  
26 the deployment of interconnection facilities if CenturyTel believes that at some point in  
27 its network there are facilities that are being underutilized by Socket Telecom.

1           *Second*, this issue has already been addressed, but CenturyTel continues to press  
2           its belief that Socket Telecom should be wholly responsible for the cost of  
3           interconnection facilities on both sides of the interconnection point. As quoted earlier,  
4           the FCC recognizes that interconnection facilities benefit both carriers and, therefore,  
5           both carriers should be responsible for pay for a reasonable portion of their own costs.  
6           The language that CenturyTel proposes requiring that Socket Telecom pay for all of the  
7           interconnection costs clearly violates this principle.

8           **B.     SINGLE POINT OF INTERFACE (ARTICLE V: DPL ISSUE NOS. 7, 15)**

9           **Q.     COULD YOU IDENTIFY THE SECTION OF SOCKET TELECOM PROPOSED**  
10           **LANGUAGE THAT THIS PORTION OF YOUR TESTIMONY IS**  
11           **ADDRESSING?**

12          A.     Yes. This portion of my testimony will address Article V: Section 3 through Section 7.  
13           It also addresses a Section 11.1.3.1 that CenturyTel proposes later in Article V. I have  
14           characterized this section of my testimony as addressing the Single Point of Interface.  
15           Generally, these sections address network architecture issues related to interconnection or  
16           which the Single Point of Interconnection is the primary area of contention.

17          **Q.     IS THERE CORRESPONDING LANGUAGE OFFERED FOR THESE SAME**  
18           **SECTIONS IN THE PROPOSED LANGUAGE FROM CENTURYTEL?**

19          A.     Not exactly. The section numbers that CenturyTel proposes do not even remotely  
20           correspond with the section numbers for Socket Telecom. However, worse yet, while  
21           most of the contested issues that I have discussed to this point have had clearly offsetting  
22           competing language where the Commission could see the differences being proposed by  
23           the two sides, this interconnection language does not begin with a common base. It



1 therefore does not have obvious side-by-side differences for the Commission to evaluate  
2 and choose between. As a result, my analysis that I will provide deals with the  
3 conceptual differences between the two proposals as opposed to the detailed language  
4 differences.

5 **Q. WHAT FORMED THE BASIS OF THE LANGUAGE THAT SOCKET**  
6 **TELECOM PROPOSES FOR INTERCONNECTION ARCHITECTURE ISSUES?**

7 A. Socket Telecom relied on the existing interconnection language that this Commission has  
8 reviewed and approved that forms the basis of the M2A Successor Agreement. The  
9 Commission has participated in several arbitrations related to the content of that  
10 interconnection agreement including issues related to interconnection network  
11 architecture issues. As such, rather than starting with something the Commission might  
12 be less (or un-) familiar with, Socket Telecom started with the existing language in the  
13 M2A Successor Agreement.

14 **Q. WHAT IS A POINT OF INTERCONNECTION?**

15 A. A point of interconnection ("POP") is a physical location where one local exchange  
16 carrier's facilities physically interconnect with another local exchange carrier's facilities  
17 for the purpose of exchanging traffic.

18 **Q. WHAT IS A SINGLE POINT OF INTERCONNECTION?**

19 A. A Single Point of Interconnection ("SPOI") is a single point of interconnection within a  
20 LATA on CenturyTel's network that is established to interconnect CenturyTel's network  
21 and Socket Telecom's network for the exchange of traffic.

1 **Q. HAS THE MISSOURI COMMISSION PREVIOUSLY DETERMINED THAT**  
2 **THE USE OF A SINGLE POI PER LATA IS APPROPRIATE?**

3 A. Yes. This issue has been brought before the Commission previously.<sup>7</sup> The  
4 Commission's determination that a Single POI is appropriate is what was incorporated  
5 into M2A Successor Agreement.

6 **Q. IS THERE ANYTHING IN THE FCC'S IMPLEMENTING RULES FOR THE**  
7 **FEDERAL TELECOMMUNICATIONS ACT THAT WOULD PROHIBIT THE**  
8 **USE OF A SINGLE POI?**

9 A. No. The FCC's *First Report and Order* makes clear repeatedly that the CLEC can  
10 interconnect at any technically feasible point: "Section 251(c)(2) requires incumbent  
11 LECs to provide interconnection to any requesting telecommunications carrier at any  
12 technically feasible point."<sup>8</sup> A single point of interconnection within the LATA would  
13 meet this requirement. But perhaps an even stronger statement regarding interconnection  
14 is found in paragraph 209 of the same order:

15 Section 251(c)(2) gives competing carriers the right to deliver  
16 traffic terminating on an incumbent LEC's network at any  
17 technically feasible point on that network, *rather than obligating*  
18 *such carriers to transport traffic to less convenient or efficient*  
19 *interconnection points. Section 251(c)(2) lowers barriers to*  
20 *competitive entry for carriers that have not deployed ubiquitous*  
21 *networks by permitting them to select the points in an incumbent*  
22 *LEC's network at which they wish to deliver traffic.*<sup>9</sup>

23 This statement makes it very clear that because CLECs – as new entrants – do not have  
24 ubiquitous networks, it is only reasonable to allow the CLEC to select where it believes it

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<sup>7</sup> Case No. TO-2005-0336, Final Arbitrator's Report, June 21, 2005, p. 6 and affirmed by the Commission in Final Arbitrator Order, July 11, 2005, p. 20.

<sup>8</sup> *First Report and Order*, ¶26.

1 most efficient to interconnect. The CLEC is not obligated to interconnect at “less  
2 convenient or efficient interconnection points” to the CLEC.

3 **Q. DOES CENTURYTEL’S PROPOSED LANGUAGE REQUIRE MORE THAN A**  
4 **SINGLE POI PER LATA?**

5 A. Yes. Section 4.2 of CenturyTel’s proposed language states the following: “The Parties  
6 will mutually designate at least one POI on CenturyTel’s network within each CenturyTel  
7 local calling area for the routing of Local Traffic.” CenturyTel may have many different  
8 local calling areas within a LATA. CenturyTel’s language requires that Socket Telecom  
9 physically interconnect its network into CenturyTel’s network within every one of these  
10 local calling scopes. This requirement is incredibly inefficient requiring a new entrant –  
11 Socket Telecom – to establish facilities to all of the CenturyTel local calling areas when a  
12 single interface within the LATA would be sufficient for reaching all of the customers.  
13 Moreover, as already noted above, this requirement directly contradicts the requirement in  
14 paragraph 209 of the FCC’s *First Report and Order* cited above. In short, the  
15 Commission must reject CenturyTel’s interconnection requirements.

16 **Q. IS THERE ANY OTHER ASPECT OF CENTURYTEL’S PROPOSED**  
17 **LANGUAGE THAT YOU BELIEVE IS PARTICULARLY IMPORTANT TO**  
18 **BRING TO THE COMMISSION’S ATTENTION?**

19 A. Yes. While there are many sections that CenturyTel has proposed that are problematic,  
20 one other aspect in the section quoted above needs to be raised with the Commission.  
21 Specifically, CenturyTel’s proposal limits the use of the point of interconnection to “the

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<sup>9</sup> *First Report and Order*, ¶209.

1 routing of *Local Traffic*.” The POI is intended for the interconnection of traffic generally  
2 – not simply *Local Traffic*.

3 **Q. WHAT RECOMMENDATION DO YOU MAKE TO THE COMMISSION ON**  
4 **THIS POINT?**

5 A. I would encourage the Commission to rely on the detailed work that it has performed in  
6 the past on the interconnection issue with the SBC arbitrations that have been  
7 memorialized in the M2A Successor Agreement. At a principled level, the Commission  
8 was implementing the requirements of the Federal Telecommunications Act and the  
9 implementing regulations established by the FCC. There is no reason to believe for  
10 interconnection that the terms and conditions for the Point of Interconnection would be  
11 materially different between Socket Telecom’s network interfacing with CenturyTel’s  
12 network rather than SBC’s network. In short, I would recommend that the Commission  
13 avoid the detailed parsing of the language that CenturyTel has proposed and instead rely  
14 on the M2A Successor Agreement language that Socket Telecom has proposed for this  
15 issue.

16 **C. TRUNKING EFFICIENCY (ARTICLE V: DPL ISSUE NO. 12)**

17 **Q. COULD YOU PLEASE IDENTIFY WHAT THE NATURE OF THE**  
18 **INTERCONNECTION AGREEMENT DISPUTES ARE IN THIS AREA?**

19 A. Yes. Fundamentally, there are two issues for the Commission to decide in this portion of  
20 Article V. *First*, Socket Telecom has proposed a paragraph in Section 11.1, to which  
21 CenturyTel objects entirely:

22 Trunking Requirements: The interconnection of Socket and  
23 CenturyTel networks shall be designed to promote network  
24 efficiency. CenturyTel will not impose any restrictions on Socket

1           that are not imposed on its own traffic with respect to trunking and  
2           routing options afforded to Socket.

3           The key part of this paragraph is to once again ensure nondiscriminatory treatment of  
4           Socket Telecom from a network traffic engineering standpoint. This is important in that  
5           the same opportunities for routing traffic through CenturyTel's network that are available  
6           to CenturyTel traffic should also be available to Socket Telecom traffic. Paragraph 173  
7           of the *First Report and Order* summarizes the relevant aspects of the Federal  
8           Telecommunications Act with respect to interconnection:

9           Section 251(c)(2) imposes upon incumbent LECs "the duty to  
10          provide, for the facilities and equipment of any requesting  
11          telecommunications carrier, interconnection with the local  
12          exchange carrier's network ... for the transmission and routing of  
13          telephone exchange service and exchange access." Such  
14          interconnection must be: (1) provided by the incumbent LEC at  
15          "any technically feasible point within [its] network;" (2) "*at least*  
16          *equal in quality to that provided by the local exchange carrier to*  
17          *itself or ... [to] any other party to which the carrier provides*  
18          *interconnection;*" and (3) provided on rates, terms, and conditions  
19          that are "just reasonable, and *nondiscriminatory*, in accordance  
20          with the terms and conditions of the agreement and the  
21          requirements of this section and section 252."<sup>10</sup>

22          The reality is that this first paragraph that Socket Telecom has introduced importantly  
23          notes the very requirements for interconnection that are at the center of the Federal  
24          Telecommunications Act. There should be no reason for CenturyTel to object to the  
25          presence of this language in the interconnection agreement.

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<sup>10</sup>       *First Report and Order*, ¶173. (Emphasis added.)

1 **Q. COULD YOU PLEASE IDENTIFY THE NATURE OF THE SECOND DISPUTE**  
2 **THAT YOU HAVE IN THIS AREA?**

3 A. Yes. *Second*, there is what might appear to be a minor difference between Socket  
4 Telecom and CenturyTel in the language in the second paragraph of Section 11.1, but the  
5 difference is significant. Let me first quote the two definitions highlighting the different  
6 language:

7 Socket Telecom Section 11.1

8 In accordance with Article III, it will be necessary for the Parties to  
9 have met **and discussed** trunking, forecasting, availability and  
10 requirements in order for the Parties to begin exchange of traffic.

11 CenturyTel Section 11.1

12 In accordance with Article III, it will be necessary for the Parties to  
13 have met **and agreed on** trunking, forecasting, availability and  
14 requirements in order for the Parties to begin exchange of traffic.

15 **Q. WHY IS THIS SMALL TURN OF PHRASE IMPORTANT?**

16 A. The practical reality is that Socket Telecom is doing all that it can to work proactively  
17 with CenturyTel to provide trunking forecasts, availability, and requirements to  
18 CenturyTel so that the interconnection of Socket Telecom and CenturyTel's networks can  
19 occur efficiently. The problem is that when this information is provided to CenturyTel, to  
20 Socket Telecom's observation, nothing is happening. Even though the discussion is  
21 occurring, CenturyTel is never willing to make an affirmative commitment – *i.e.* an  
22 *agreement* – regarding the trunking. Thus, when Socket Telecom sends its trunking  
23 orders to CenturyTel they are being rejected due to not having an approved or agreed  
24 upon trunk forecast. Socket Telecom does not know what more that it can do than what it  
25 has already done. While I do not know whether it is conscious or not, CenturyTel has

1 made it virtually impossible to work collaboratively with CenturyTel to establish trunking  
2 plans because it will never make a commitment coming out of the trunk planning  
3 meetings.

4 For this reason, Socket Telecom seeks to have the interconnection agreement  
5 language at least acknowledge that Socket Telecom must communicate with CenturyTel  
6 for it to allow for the exchange of traffic. However, given CenturyTel's behavior to  
7 present, it is unreasonable to require that an agreement on the trunk forecast will occur.

8 **D. TWO-WAY TRUNK PREFERENCE (ARTICLE V: DPL ISSUE NO. 13)**

9 **Q. WHAT ARE TWO-WAY TRUNKS?**

10 A. First of all, a trunk is a circuit that connects two switches together so that a  
11 communication path can be established. A two-way trunk is one that allows for the  
12 communication to be initiated from either direction. By contrast a one-way trunk is one  
13 that can have communication initiated from only one direction. In other words, with a  
14 two-way trunk, Switch A can call Switch B or Switch B can call Switch A over the same  
15 trunk. However, with a one-way trunk directed from Switch A towards Switch B, the  
16 trunk can only be used to call from Switch A to Switch B. The trunk cannot be used to  
17 initiate a call from Switch B towards Switch A.

18 **Q. IS THE DETERMINATION OF TWO-WAY OR ONE-WAY TRUNKING**  
19 **INHERENT IN THE FACILITIES OR IS IT AN OPTION AT THE SWITCH?**

20 A. This determination is an option at the switch.

1 **Q. WHAT THEN IS THE DISPUTE OVER TWO-WAY TRUNKING FOR THIS DPL**  
2 **ISSUE?**

3 A. CenturyTel wants to restrict access to two-way trunking to where it says two-way  
4 trunking will be available. Instead, because of the efficiencies of two-way trunking  
5 allowing for calling to be initiated in either direction over the same trunk, Socket  
6 Telecom wants the interconnection agreement language to explicitly note that if two-way  
7 trunking is available, it will be used. Referencing back to the quotes from the FCC *First*  
8 *Report and Order* earlier, if a form of interconnection is technically feasible, it should be  
9 made available to the CLEC. In addition, 47 C.F.R. § 51.305(f) requires that, “[i]f  
10 technically feasible, an incumbent LEC shall provide two-way trunking upon request.”  
11 Socket Telecom has simply incorporated these thoughts into the interconnection  
12 agreement to utilize two-way trunking where it is available. The use of this form of  
13 trunking should not be held hostage by CenturyTel’s willingness to make it available or  
14 not even to where CenturyTel is already using two-way trunking.

15 **Q. ARE THERE ANY OTHER ISSUES RELATED TO THIS SECTION OF**  
16 **ARTICLE V?**

17 A. Yes. Once again, as I have already discussed earlier in this testimony, CenturyTel seeks  
18 to limit the use of trunks to the delivery of “Local Traffic.” This attempt on CenturyTel’s  
19 part is unprecedented. Under CenturyTel’s definition and limitation, Socket Telecom  
20 would be prohibited from delivering, for example, ISP-Bound Traffic, FX Traffic, Transit  
21 Traffic, non-PIC’d IntraLATA toll traffic and other types of traffic that are commonly  
22 delivered over local interconnection trunks by other incumbent LECs in Missouri. As



1 noted previously, CenturyTel's position is contrary to the Federal Telecommunications  
2 Act and the FCC's rules regarding incumbent LEC interconnection obligations.

3 **E. SPECIFIC TRUNK LANGUAGE (ARTICLE V: DPL ISSUE NO. 14)**

4 **Q. THE LANGUAGE THAT SOCKET TELECOM HAS PROPOSED IS**  
5 **SIGNIFICANTLY MORE DETAILED REGARDING THE TRUNKING**  
6 **REQUIREMENTS THAN IS THE CENTURYTEL LANGUAGE. IS THIS THE**  
7 **MAIN SOURCE OF DISPUTE IN THIS SECTION?**

8 **A.** Yes. CenturyTel effectively suggests a "just trust me" approach to how the trunking  
9 requirements will be established between its network and Socket Telecom's network.  
10 The language that Socket Telecom has incorporated into its proposal is taken from the  
11 trunking language that exists in the M2A Successor Agreement. In other words, this level  
12 of detail has proven to be useful in establishing interconnection between SBC and the  
13 numerous CLECs operating in its territory in Missouri. There is good reason to believe  
14 that incorporating this type of detail into the CenturyTel-Socket Telecom interconnection  
15 agreement would also be beneficial.

16 **F. ROUTING POINTS (ARTICLE V: DPL ISSUE NO. 29)**

17 **Q. WHAT IS THE NATURE OF THE DISPUTE RELATED TO ROUTING**  
18 **POINTS?**

19 **A.** The dispute related to routing points is very similar to the dispute discussed earlier related  
20 to the Single Point of Interconnection. CenturyTel's language is intended to require that  
21 Socket Telecom implement a routing point within each rate center rather than at the  
22 LATA level as discussed previously. Significantly, CenturyTel and Socket Telecom have  
23 reached agreement on the definition of a Routing Point:

1.108 Routing Point – Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a “LEC Consortium Point of Interconnection.” The Routing Point must be in the same LATA as the associated NPA-NXX.

Importantly, this definition does not preclude Socket Telecom from establishing a single routing point within the LATA so long as the “Routing Point must be in the same LATA as the associated NPA-NXX.” The bottom line is that CenturyTel’s language should be rejected as it is yet another attempt to undermine this Commission’s prior determinations regarding interconnection that a single point of interconnection can be established within a LATA.

## **VII. RATES AND CHARGES (ARTICLE VII: DPL ISSUE NO. 1)**

### **A. PRELIMINARY ASSESSMENT OF CENTURYTEL FILING**

**Q. COULD YOU PLEASE PROVIDE THE COMMISSION WITH A SUMMARY OF WHERE THE RATES AND CHARGES ISSUE FOR UNE ELEMENTS STANDS?**

**A.** Yes. As has been discussed previously in this testimony, when CenturyTel acquired the Verizon exchanges in Missouri, CenturyTel agreed to abide by the contracts that existed between Verizon and CLECs for a period of time including the rates and charges incorporated in those contracts. For many of the important rate elements included in Article VII, CenturyTel and Socket Telecom are in agreement to continue using these same Verizon/AT&T-arbitrated UNE rates that CenturyTel agreed to offer when it took over operation of the Verizon service territories in Missouri.

1           Unfortunately, one area where CenturyTel has insisted on substantial changes has  
2           been in the area of nonrecurring charges. Instead of continuing to rely on the  
3           nonrecurring charges based on the Verizon/AT&T-arbitrated UNE rates, CenturyTel  
4           instead proposes new extraordinarily high nonrecurring charges.

5   **Q. HAS CENTURYTEL PRODUCED COST STUDIES FOR THESE**  
6   **NONRECURRING CHARGES?**

7   A. No. CenturyTel has produced 19 cost studies that were provided to Socket Telecom on  
8           March 15, 2006. Incredibly, these cost studies were provided to Socket Telecom less  
9           than one week before our Direct Testimony in this proceeding was due. Socket Telecom  
10           has repeatedly sought to obtain any cost studies from CenturyTel upon which it would be  
11           basing rate proposals in this case as far back as January 2006 and even before that during  
12           negotiations. CenturyTel waited until six days before testimony was due to provide the  
13           cost studies.

14           Importantly, however, these cost studies were *not* for the extraordinarily high  
15           nonrecurring charges that CenturyTel has proposed in this case. As of the filing of this  
16           testimony, CenturyTel still has not offered any cost support for its nonrecurring charges.

17   **Q. WHAT RATE ELEMENTS DO THE COST STUDIES COVER?**

18   A. The 19 cost studies actually cover only four rate elements: (1) 2-Wire Analog Loop  
19           Recurring; (2) 4-Wire Analog Loop Recurring; (3) DS1 Entrance Facility (DS1 Channel  
20           Termination) Recurring; and (4) DS3 Entrance Facility (DS3 Channel Termination)  
21           Recurring.

1 **Q. IS CENTURYTEL RELYING ON THESE COST STUDIES TO SUPPORT THE**  
2 **RATES THAT IT IS PROPOSING?**

3 A. Again, amazingly no. CenturyTel provided 19 cost studies and is not relying or  
4 apparently sponsoring any of the results in its cost filing. Specifically, for the 2-Wire  
5 Analog Loop and 4-Wire Analog Loop, CenturyTel is proposing to use the  
6 Verizon/AT&T-arbitration monthly recurring rates for these elements. Socket Telecom is  
7 in agreement on these rate elements. As such, 2-Wire Analog Loops will range from a  
8 low of \$19.14 per month (Zone 4) to a high of \$53.84 per month (Zone 1) and 4-Wire  
9 Analog Loops will range from a low of \$29.60 per month (Zone 4) to a high of \$93.37 per  
10 month (Zone 1).

11 However, just to provide the Commission with some sense of comparison,  
12 CenturyTel's cost studies for 2-Wire Analog Loops and 4-Wire Analog Loops do not  
13 even come close to these rates. First, CenturyTel did not perform cost studies by the four  
14 zones (Zone 1, Zone 2, Zone 3, and Zone 4) that presently appear in the interconnection  
15 agreement. \*\*\***CONFIDENTIAL** \*\*\*\*\*

16 \*\*\*\*\*

17 \*\*\*\*\*

18 \*\*\*\*\*

19 \*\*\*\*\*

20 \*\*\*\*\*

21 \*\*\*\*\* **END CONFIDENTIAL**\*\*\* Perhaps we should be thankful that

22 CenturyTel is not relying on its cost studies to set 2-Wire Analog Loop rates in Missouri.

1 Certainly customers in CenturyTel's territory that want competitive choice should be  
2 thankful. However, I believe it is most telling that CenturyTel has produced cost studies  
3 that are so fundamentally inconsistent with the rates that were found to be cost-based  
4 when Verizon was operating these exchanges that the Commission should fundamentally  
5 question whether there is anything believable about CenturyTel's cost studies whatsoever.

6 **Q. ARE THE COST STUDY RATES FOR 4-WIRE ANALOG LOOPS ALSO**  
7 **SHOCKINGLY DIFFERENT FROM THE PROPOSED VERIZON/AT&T-**  
8 **ARBITRATED RATES?**

9 **A. Yes. \*\*\*CONFIDENTIAL\*\*\*\*\***

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11 \*\*\*\*\*

12 \*\*\*\*\*

13 \*\*\*\*\*

14 **END CONFIDENTIAL\*\*\***

15 **Q. YOU ALSO INDICATED THAT CENTURYTEL DEVELOPED RATES FOR DS1**  
16 **AND DS3 ENTRANCE FACILITIES (CHANNEL TERMINATIONS). IS**  
17 **CENTURYTEL RELYING ON THESE COST STUDIES FOR ITS PROPOSED**  
18 **RATES?**

19 **A.** It does not appear that CenturyTel is for several reasons. *First*, on page 1 of CenturyTel's  
20 Pricing Appendix, CenturyTel indicates that for the "Entrance Facility Charge" that one  
21 should see its "Intrastate Access Tariff." To be clear, this reference is contained in a  
22 section entitled "Rates and charges for Transport and Termination of Traffic." Typically,  
23 one does see rates for Entrance Facilities within a section related to transport and  
24 termination of traffic.

1           *Second*, CenturyTel has elements entitled CDT DS1, CDT DS3 Optical Interface,  
2           and CDT DS3 Electrical Interface which loosely could be related to DS1 and DS3  
3           Entrance Facilities. However, there are at least three problems if CenturyTel relied on the  
4           DS1 and DS3 Entrance Facility cost studies for these three rate elements.

5           \*\*\***CONFIDENTIAL**\*\*\*\*\*

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14          **END CONFIDENTIAL\*\*\*** There is simply no correlation between the cost studies and  
15          this rate. *Three*, the structure for the CDT DS3 is between an Optical Interface and an  
16          Electrical Interface. This is simply not how the DS3 Entrance Facility cost study is  
17          structured for its outputs. The bottom line is that it does not appear that these cost studies  
18          would be the source for the CDT DS1, CDT DS3 Optical Interface, or CDT DS3  
19          Electrical Interface rate elements.

20                 *Third*, CenturyTel has elements entitled DS1 Loop and DS3 Loop which loosely  
21          could be related to DS1 and DS3 Entrance Facilities or DS1 and DS3 Channel  
22          Terminations. However, again there are at least two problems if CenturyTel relied on the

1 DS1 and DS3 Entrance Facility cost studies for these two rate elements.

2 \*\*\*CONFIDENTIAL \*\*\*\*\*

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11 \*\*\*\*\*END CONFIDENTIAL\*\*\* There is simply no  
12 correlation between the cost studies and this rate. The same is true for the DS3 Loop but  
13 in the opposite direction. CenturyTel is proposing a rate of \$2,584.44 for a DS3 Loop.

14 \*\*\*CONFIDENTIAL \*\*\*\*\*

15 \*\*\*\*\*

16 END CONFIDENTIAL\*\*\* As such, it is highly unlikely that on a weighted-averaged  
17 basis that the DS3 Loop rate would be supported by CenturyTel's cost study for a DS3  
18 Entrance Facility.

1 **Q. THE SITUATION YOU ARE DESCRIBING IS ONE WHERE CENTURYTEL**  
2 **PROVIDED YOU WITH 19 COST STUDIES, BUT THEY HAVE NO**  
3 **RELATIONSHIP TO THE RATES THAT CENTURYTEL IS SPONSING. IS**  
4 **THAT CORRECT?**

5 A. Absolutely. There are numerous disputed nonrecurring charges for which CenturyTel  
6 provided no cost support. Moreover, for the 19 cost studies that CenturyTel did provide,  
7 CenturyTel is either relying on the existing Verizon/AT&T-arbitrated rates and its cost  
8 studies thus have no bearing. Alternatively, for the DS1 and DS3 Entrance Facility cost  
9 studies, there are no rate elements that are in the CenturyTel proposed Pricing Appendix  
10 that appear to be based on these cost studies either. In short, CenturyTel's cost support is  
11 a complete mess.

12 **Q. DID YOU REVIEW THE COST STUDIES THEMSELVES AT ALL?**

13 A. Given the incredibly brief period of time available, I was only able to review the cost  
14 studies at a very high level. Primarily, I reviewed the cost studies to ascertain the rate  
15 elements that CenturyTel sponsored. I have discussed my findings in this regard already.  
16 I also reviewed the cost studies to see whether CenturyTel's cost support was  
17 comprehensive or not. For example, when performing recurring cost studies, one of the  
18 most important aspects of the cost development are the factors that are used to convert an  
19 investment in a particular element – *e.g.*, a 2-Wire Analog Loop – into a monthly  
20 recurring cost stream. These factors are based on the cost of equity, cost of debt, tax  
21 rates, depreciation rates, useful lives, expense factors, and many other components that  
22 ultimately define how a company recovers investment in its infrastructure. For these  
23 factors, CenturyTel provided absolutely no support. CenturyTel instead simply hard-



1 coded the resulting final factors into its cost studies, but provided no support defining the  
2 cost of capital or any other related factor and how they were derived for use in the cost  
3 study. For example, there is absolutely no way that I could decipher to tell what cost of  
4 capital that CenturyTel used to develop its recurring rates. As the Commission knows  
5 from performing many cost study reviews, the cost of capital is a particularly important  
6 factor in developing any recurring rate. It is a complete mystery in the CenturyTel cost  
7 studies.

8 **Q. DO YOU HAVE ANY SENSE AS TO THE MAGNITUDE OF THE COST OF**  
9 **CAPITAL OR OTHER FACTORS IN CENTURYTEL'S COST STUDIES?**

10 A. Yes. While there are many factors that go into developing the factor that converts an  
11 investment into a monthly recurring cost, the overall magnitude of the factors in  
12 CenturyTel's cost studies are the highest that I have ever seen. I have reviewed cost  
13 studies across the country for every major incumbent LEC in every part of the country. I  
14 have never seen cost studies with factors as high as those proposed by CenturyTel.

15 **Q. WHAT DO YOU RECOMMEND THAT THE COMMISSION DO WITH**  
16 **CENTURYTEL'S COST STUDIES AT THIS POINT?**

17 A. This Commission has had a practice in the past of not evaluating cost studies during the  
18 compressed timeframes required for arbitrations under the Federal Telecommunications  
19 Act. This Commission has always taken the intervals required in the Federal  
20 Telecommunications Act seriously and honored these in making decisions regarding the  
21 terms and conditions for interconnection. However, this Commission has also taken the  
22 details involved in cost proceedings very seriously as well and separated these out into  
23 separate proceedings. I have personally participated in arbitrations as well as cost

1 proceedings in Missouri and have seen the Commission's treatment of both to be true.  
2 That said, I would encourage the Commission to set aside the cost submissions made by  
3 CenturyTel at this time. They do not correlate with any rates that CenturyTel is  
4 sponsoring. They have not provided the material in sufficient time to provide for a  
5 meaningful review by the parties. Moreover, they have not provided cost studies  
6 corresponding to all of the contested rates in this arbitration. The bottom line is that  
7 CenturyTel has not met its obligation to support its proposed rates and until it does so, the  
8 Commission should not rely on CenturyTel's proposals for rates in this arbitration.

9 **B. SOCKET TELECOM'S ALTERNATIVE PROPOSAL**

10 **Q. IN LIGHT OF CENTURYTEL'S LACK OF SUPPORT AND FUNDAMENTAL**  
11 **INCONSISTENCY IN ITS COST STUDIES, HOW DO YOU RECOMMEND**  
12 **THAT THE COMMISSION PROCEED?**

13 A. Socket Telecom has incorporated into its proposed Pricing Appendix an approach that  
14 relies on the work already performed by this Commission previously in cost proceedings  
15 in Missouri. For most recurring rates, Socket Telecom's proposal relies on the recurring  
16 rates that were established in the GTE/AT&T arbitration. In general, my understanding  
17 of CenturyTel's proposal as well relies on these rates.

18 For nonrecurring charges, the Socket Telecom proposal is based on the  
19 nonrecurring charges that this Commission established in the SBC cost proceedings.

20 **Q. COULD YOU EXPLAIN WHY YOU RELIED ON SBC NONRECURRING**  
21 **COSTS?**

22 A. Yes. The cost report in the GTE/AT&T arbitration states the following:

23 GTE's TELRIC studies are based on actual costs, the cost  
24 associated with non-recurring events like hook-ups, trouble

1 shooting and service calls are already built into the cost for the  
2 service at the historical experienced level. To the extent the level  
3 of events increases because of competition, the costs associated  
4 with that change would not be reflected in the TELRIC.<sup>11</sup>

5 Ultimately, GTE did not propose any NRC cost studies and the Missouri Commission did  
6 not set any nonrecurring rates beyond the \$3.92 order charge. As such, Socket Telecom  
7 felt an obligation to propose some NRC rates. However, given the finding cited  
8 previously, even this is a significant concession since under CenturyTel's acquisition  
9 commitments; CenturyTel is arguably not entitled to any increase in rates. The important  
10 point here is that the current GTE/AT&T-Arbitration based interconnection agreement  
11 between CenturyTel and Socket Telecom does not have any nonrecurring charges in it  
12 except for the \$3.92 order charge. Socket Telecom is compromising by offering  
13 nonrecurring charges based on reviews performed previously by this Commission in the  
14 SBC cost proceedings.

15 **Q. WHY DO YOU BELIEVE THAT SBC-BASED NONRECURRING CHARGES**  
16 **ARE APPROPRIATE FOR USE WITH CENTURYTEL?**

17 **A.** I was the witness on behalf of AT&T, WorldCom, Birch Telecom, XO Communications,  
18 NuVox Communications, and McLeodUSA in the cost proceeding setting many of the

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<sup>11</sup> Case No. TO-97-63, Final Arbitration Order, August 20, 1997, Attachment B, p. 101.

1 nonrecurring charges for SBC.<sup>12</sup> In this proceeding, I provided restatements of  
2 approximately 37 nonrecurring cost studies filed by SBC.

3 Nonrecurring cost studies are fundamentally made up of four components: (1) a  
4 listing of tasks that must be performed for a particular nonrecurring activity; (2) the  
5 probability that the task will occur; (3) the amount of time that is incurred if the task  
6 occurs; and (4) the labor rate associated with the person performing the task. In my  
7 experience reviewing nonrecurring cost studies across the country, there is a great deal of  
8 similarity in the tasks that must be performed for any given activity within a central office  
9 such as provisioning an unbundled 2-Wire Analog Loop. Moreover, the efficiency of a  
10 technician (which relates to the amount of time required) at SBC, Verizon, BellSouth, or  
11 CenturyTel should not be fundamentally different for performing a cross-connect on a  
12 frame for a 2-Wire Analog Loop. I would also anticipate that the labor rates for  
13 personnel between SBC-Missouri and CenturyTel in Missouri would not be materially  
14 different. Nor would I anticipate that in an efficient, forward-looking environment which  
15 is required in a Total Element Long Run Incremental Cost Study (TELRIC) required by  
16 the FCC that the probability of tasks between SBC and CenturyTel would be significantly  
17 different. As such, I recommend that in lieu of CenturyTel providing this Commission  
18 with any meaningful information regarding nonrecurring costs to the contrary, that the

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<sup>12</sup> Missouri Case No. TO-2001-438, *In the Matter of the Determination of Prices, Terms, and Conditions of Certain Unbundled Network Elements*, Rebuttal Testimony of Steven E. Turner on behalf of AT&T Communications of the Southwest, Inc., WorldCom, Birch Telecom of Missouri, Inc., XO Missouri, Inc., NuVox Communications of Missouri, Inc., McLeodUSA Telecommunications, Inc., TCG Kansas City, Inc., and TCG of St. Louis, Inc., October 26, 2001.

1 Commission utilize the significant work that it has already performed for nonrecurring  
2 costs with SBC and implement these rates in the CenturyTel-Socket Telecom  
3 interconnection agreement until such time as CenturyTel is prepared to undertake a more  
4 meaningful cost examination.

5 **Q. ARE YOU PROPOSING THAT THESE WOULD BE INTERIM RATES**  
6 **SUBJECT TO TRUE-UP?**

7 A. No. Given that CenturyTel has provided no meaningful cost support and certainly not  
8 any within a reasonable timeframe for its review in this arbitration, I would recommend  
9 that the Commission utilize the SBC rates for nonrecurring charges without subjecting  
10 their later update to true-up. In other words, the rates would be permanent subject to  
11 CenturyTel seeking a more complete review by this Commission potentially through a  
12 generic cost proceeding.

13 **Q. OTHER THAN THE RECURRING RATES THAT ARE BASED ON THE**  
14 **VERIZON-AT&T ARBITRATION AND THE NONRECURRING RATES THAT**  
15 **ARE BASED ON THE SBC COST PROCEEDINGS, ARE THERE ANY OTHER**  
16 **RATE PROPOSALS FROM SOCKET TELECOM THAT THE COMMISSION**  
17 **SHOULD BE AWARE OF?**

18 A. Yes. There are three. *First*, the Commission may recall in the Verizon rate proceeding in  
19 Case No. TO-97-63 that the Commission developed its own approach to de-average 4-  
20 Wire Analog Loops given that Verizon had not offered sufficient information on its own  
21 to perform the de-averaging. The need to de-average loop rates is clear from the FCC's  
22 *First Report and Order*.<sup>13</sup> Socket Telecom used precisely the same approach to take the

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<sup>13</sup> *First Report and Order*, ¶¶764-765.

1 Verizon/AT&T-arbitrated DS1 Loop and DS3 Loop rates and convert them into de-  
2 averaged rates.

3 *Second*, for D1 Clear Channel and DS3 Clear Channel, Socket Telecom has  
4 identified rate elements and set the rates at \$0.00. Socket Telecom needs to have the rates  
5 explicitly identified in the Pricing Appendix to ensure that CenturyTel does not preclude  
6 Socket Telecom with access to clear channel capability on DS1 and DS3 circuits claiming  
7 that no rate exists. Moreover, \$0.00 is the appropriate rate for clear channel capability in  
8 that there is no incremental investment for this feature. In other words, clear channel  
9 capability can be implemented on a DS1 or DS3 by simply setting options in the  
10 equipment that is already recovered in the rates for the DS1 or DS3 circuit. There is no  
11 incremental investment for the clear channel capability and there should therefore be no  
12 additional cost.

13 *Third*, the rates for 2-Wire Analog Sub-loop Distribution have been set using a  
14 ratio of the SBC rates for 2-Wire Analog Sub-loop Distribution compared to the SBC  
15 rates for a 2-Wire Analog Loop. In other words, the rate of distribution cost to total loop  
16 cost for SBC was used as the same ratio for CenturyTel.

17 **VIII. NUMBER PORTABILITY (ARTICLE XII: DPL ISSUE NO. 2)**

18 **Q. WHAT IS THE NUMBER PORTABILITY ISSUE THAT YOU ARE FACED**  
19 **WITH IN THIS ARTICLE?**

20 **A.** Socket Telecom proposed language to make it clear that number portability would be  
21 provided for remote call forwarded numbers in Article XII Section 6.2.3:

22 Each Party shall permit telephone numbers associated with Remote  
23 Call Forwarding to be ported.

1 CenturyTel wants to place a significant limitation on the availability of number portability  
2 for remote call forwarded numbers in the same article as follows:

3 Each Party shall permit telephone numbers associated with Remote  
4 Call Forwarding to be ported *if the number is being forwarded to*  
5 *another number located in the same rate center.*

6 **Q. DO INCUMBENT LECS SUCH AS CENTURYTEL OFFER REMOTE CALL**  
7 **FORWARDING TO NUMBERS OUTSIDE OF THE SAME RATE CENTER?**

8 A. Yes. This is a common service that is offered by incumbent LECs to customers that  
9 move their locations but want to maintain the phone number at the prior location. There  
10 are effectively two ways that this situation (maintaining the prior number) can be  
11 achieved: (1) remote call forwarding and (2) foreign exchange service. In essence, all  
12 that Socket Telecom is attempting to do is to ensure that customers that already have  
13 remote call forwarding service with CenturyTel are able to maintain their same phone  
14 number when they move to Socket Telecom. CenturyTel's efforts are simply an attempt  
15 to prevent customers from being able to move to a competitive alternative.

16 **Q. DO OTHER INCUMBENTS PREVENT THIS TYPE OF NUMBER**  
17 **PORTABILITY?**

18 A. No. I recently participated in a presentation before the Local Number Portability (LNPA)  
19 subcommittee of the North American Numbering Council (NANC) related to this very  
20 issue. While in this meeting, representations of BellSouth, AT&T (SBC), Verizon, and  
21 others made it very clear that porting of remote call forwarding numbers between rate  
22 centers is a routine occurrence for which number portability should be provided. The  
23 following summarizes the findings of the LNPA:

1 A customer, currently with another provider, has a Remote Call  
2 Forwarding (RCF) arrangement where their number, associated  
3 with Rate Center 1, is forwarded to a number in Rate Center 2.  
4 This allowed the customer to physically move from Rate Center 1  
5 to a location in Rate Center 2, while with this provider, and retain  
6 their number for terminating calls. The customer now wants to be  
7 served by PAETEC [a CLEC] and port their RCF'd number, the  
8 one associated with Rate Center 1, to PAETEC. The current  
9 provider serving the customer has refused to port the number,  
10 stating that this is Location Portability (porting outside the Rate  
11 Center).

12 The consensus of the group was that PAETEC should be allowed  
13 to provide the same service, RCF or FX, to this customer as the  
14 current provider does.<sup>14</sup>

15 The important point here is that it is common in the industry to provide for number  
16 portability of remote call forwarded numbers if the incumbent is offering the same service  
17 to the customer. Moreover, at a minimum, if Socket Telecom ultimately provides this  
18 service in an FX arrangement whereby Socket Telecom honors the calling cost of the  
19 ported number for both originating and terminating calls, there is certainly no reason to  
20 prohibit this type of number porting.

21 **Q. WHY THEN DO YOU SEEK THE LANGUAGE THAT SOCKET TELECOM**  
22 **PROPOSES?**

23 **A.** Socket Telecom has proposed its language to simply make sure that this conflict does not  
24 arise with CenturyTel right in the middle of moving a customer from CenturyTel to  
25 Socket Telecom. In other words, we need for the Commission to affirmatively determine  
26 that this type of porting, which is commonly performed by other incumbents, will be  
27 allowed by CenturyTel so that the customers will not be held hostage.

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<sup>14</sup> 11-05 Final LNPA Minutes, p. 20.



1    **Q.    DOES THIS CONCLUDE YOUR TESTIMONY?**

2    **A.    Yes, it does.**