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Service Commission

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Issue(s): Article IX (Maintenance); Article XV (PMs); CenturyTel's practice on reserving spare capacity

Witness: Marion Scott

Type of Exhibit: Rebuttal Testimony

Sponsoring Party: CenturyTel of Missouri, LLC and Spectra Communications Group, LLC d/b/a CenturyTel

Case No.: TO-2006-0299

Date Testimony Prepared: April 6, 2006

REBUTTAL TESTIMONY

OF

MARION SCOTT

ON BEHALF OF

**CENTURYTEL OF MISSOURI, LLC AND SPECTRA
COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

CASE NO. TO-2006-0299

Exhibit No. CC

Case No(s) TO-2006-0299

Date 4-12-06 **Rptr** KF

NP

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

PETITION OF SOCKET TELECOM, LLC)
FOR COMPULSORY ARBITRATION OF)
INTERCONNECTION AGREEMENTS)
WITH CENTURYTEL OF MISSOURI, LLC)
AND SPECTRA COMMUNICATIONS, LLC)
PURSUANT TO SECTION 252(b)(1) OF)
THE TELECOMMUNICATIONS ACT OF)
1996)

CASE NO. TO-2006-0299

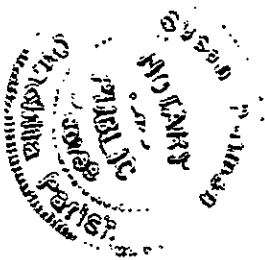
STATE OF LOUISIANA

PARISH OF OUACHITA

AFFIDAVIT OF MARION R. SCOTT

I, Marion R. Scott, of lawful age and being duly sworn, state:

1. My name is Marion R. Scott I am presently the Vice President for Network Operations for CenturyTel of Missouri, LLC.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.




Marion R. Scott

Subscribed and sworn to before this 5th day of April, 2006.

My Commission expires: upon death



Notary Public
Susan Putman
#80799

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1 **REBUTTAL TESTIMONY OF**
2 **MARION SCOTT**

3 **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA**
4 **COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

5 **Q. PLEASE STATE YOUR NAME.**

6 **A. My name is Marion Scott.**

7 **Q. ARE YOU THE SAME MARION SCOTT WHO FILED DIRECT TESTIMONY IN**
8 **THIS PROCEEDING?**

9 **A. Yes.**

10 **Q. WHAT ISSUES DO YOU ADDRESS IN YOUR TESTIMONY?**

11 **A. My direct testimony addressed Article IX and Article XV disputed issues, primarily relating**
12 **to maintenance and maintenance-related performance measurements. In my rebuttal, I also**
13 **address maintenance-related issues in Article IX, and CenturyTel's practice with respect to**
14 **reserving spare capacity and/or facilities in its network. In an effort to help the Commission**
15 **correlate my rebuttal testimony with my direct testimony, I have addressed the maintenance-**
16 **related issues in the order I addressed them in my direct testimony.**

17 **I.**
18 **ARTICLE IX DISPUTED ISSUES**

19 **ISSUE 1: Should Socket contact CenturyTel to obtain desired information**
20 **relating to maintenance matters or should CenturyTel be required to provide**
21 **such information in advance and unsolicited?**

22 **Q. HAVE YOU READ THE DIRECT TESTIMONY OF KURT BRUEMMER ON**
23 **BEHALF OF SOCKET?**

24 **A. Yes.**

1 Q. MR. BRUEMMER STATES IN HIS DIRECT TESTIMONY THAT "IT IS VITAL
2 THAT [SOCKET] BE AWARE OF MAINTENANCE ACTIVITY TAKING PLACE
3 THAT CAN AFFECT [SOCKET'S] CUSTOMERS." HAS CENTURYTEL
4 PROPOSED A METHOD FOR COMMUNICATING WITH SOCKET REGARDING
5 MAINTENANCE ACTIVITY?

6 A. Yes. CenturyTel has proposed that CenturyTel provide Socket with whatever information is
7 available related to network outages and other maintenance events in response to Socket's
8 specific requests.

9 Q. MR. BRUEMMER ACKNOWLEDGES THAT IT WOULD BE DIFFICULT FOR
10 CENTURYTEL TO KNOW WHICH MAINTENANCE ACTIVITIES AND
11 OUTAGES AFFECT SOCKET CUSTOMERS. DOES SOCKET'S PROPOSED
12 ARTICLE IX, SECTION 4.1 REFLECT THIS ACKNOWLEDGEMENT?

13 A. No. Despite explaining that CenturyTel does not have the ability to identify which
14 maintenance events and outage will or potentially may affect Socket-specific customers, and
15 despite Mr. Bruemmer's acknowledgment of the same in his direct testimony, Socket
16 continues to propose language in Section 4.1 that would require CenturyTel to notify Socket
17 of maintenance events and outages "affecting or having the potential of affecting Socket
18 customers." Socket has proposed no other or alternative language for Section 4.1.

19 Q. MR. BRUEMMER STATES IN HIS DIRECT TESTIMONY THAT "SOCKET HAS
20 SUGGESTED THAT CENTURYTEL SEND [SOCKET] ALL MAINTENANCE
21 NOTIFICATIONS AND OUTAGE NOTIFICATIONS." IS THIS REQUEST
22 ACCEPTABLE TO CENTURYTEL?

23 A. No.

24 Q. WHY NOT?

25 A. For several reasons; first, CenturyTel has not developed the automated capability to provide
26 such notifications to CLECs with its current systems; second, CenturyTel does not have the

1 personnel or resources that would be needed to continually monitor outages or network
2 events and to aggregate that information in order to provide such notifications directly to
3 Socket.

4 More fundamentally, however, Mr. Bruemmer's simplistic suggestion that
5 CenturyTel provide Socket with all maintenance and outage notifications would create an
6 operational nightmare for both parties, but particularly for CenturyTel. Mr. Bruemmer
7 suggests that if CenturyTel simply sent Socket all such notifications, Socket would be
8 "willing to sort through them and determine if they affect [Socket's] customers." Bruemmer
9 Direct at 3:15-20. What Mr. Bruemmer fails to understand is that Socket cannot simply "sort
10 through them and determine if they affect" Socket's customers. Indeed, any such notification
11 generated internally by CenturyTel would be meaningless for that purpose. The impact or
12 potential impact of such events cannot be determined on the basis of the maintenance and
13 outage notifications generated by CenturyTel. Because Socket likely cannot glean this
14 information from CenturyTel-generated notifications, providing these notifications to Socket
15 would inevitably result in a unnecessarily high frequency of calls from Socket to CenturyTel
16 for the purpose of trying to identify which events and/or outages affect or may affect Socket's
17 specific customers. Trying to identify that key information, before any prior indication that a
18 specific Socket customer actually has been affected, is the problem. CenturyTel's systems
19 simply are not capable of filtering out information that would allow it to provide or predict
20 that information in advance.

1 Operationally, Socket's proposal would provide it with meaningless information. In
2 attempt to bring meaning to it, Socket necessarily would inundate CenturyTel's maintenance
3 personnel with calls who are no better equipped to predict which events will or may affect
4 Socket's specific customers. Those likely calls will simply result in distracting CenturyTel
5 personnel from their primary responsibilities of either restoring an outage or completing
6 maintenance within the scheduling window.

7 **Q. HOW DOES CENTURYTEL'S PROPOSAL HELP ALLEVIATE THIS**
8 **PREDICTIVE PROBLEM BUT STILL PROVIDE SOCKET WITH THE**
9 **INFORMATION IT NEEDS?**

10 **A.** If Socket calls CenturyTel and tells it that a Socket customer or customers are experiencing
11 service interruption, CenturyTel will be in a better position, using the specific Socket
12 customer's telephone number, of assessing whether a scheduled maintenance event and/or
13 reported outage is the likely cause of that interruption. Additionally, CenturyTel will be able
14 to provide Socket with all of the information CenturyTel has about that event. This is
15 precisely the way CenturyTel handles this situation for its own customers.

16 **Q. WHY IS CENTURYTEL'S PROPOSAL MORE REASONABLE?**

17 **A.** Rather than be burdened with a continuous and affirmative obligation to provide Socket with
18 unsolicited maintenance and outage notifications--whether specific to Socket customers or
19 network-wide--CenturyTel should be permitted to provide Socket with whatever
20 information is available related to network outages and other maintenance events in response
21 to Socket's specific requests.

1 Further, as I stated above, CenturyTel currently does not have any way to filter outage
2 or network maintenance event information in a way that would specifically identify whether
3 outages or maintenance events affect or potentially affect just Socket's customers.
4 CenturyTel's maintenance personnel monitor the network as a whole, and they do not have
5 the capability to monitor it with respect to a specific CLEC.

6 Finally, given the small volume of Socket customers served by CenturyTel services
7 and facilities, it would be inappropriate to impose costly and resource-intensive maintenance
8 notification obligations on CenturyTel. Socket's proposals essentially would require
9 CenturyTel maintenance personnel to devote a considerable amount of time assessing the
10 impact of an outage on Socket's customers and then notifying Socket about the outage and/or
11 aggregating maintenance and outage information to send to Socket, when their time would be
12 better utilized attempting to remedy an outage or complete maintenance projects. There
13 currently is no person or group of maintenance personnel at CenturyTel who provide this
14 monitoring and notification process for CLECs today, and establishing such a person or
15 group of personnel would require CenturyTel to retain and/or train personnel for such a task.

16 The cost of implementing such a process is unreasonable and burdensome in light of number
17 of Socket customers served by CenturyTel's facilities.

18 **Q. MR. BRUEMMER STATES IN HIS DIRECT TESTIMONY THAT THE**
19 **APPROPRIATE DEFINITION OF AN OUTAGE IS "5000 OR MORE BLOCKED**
20 **CALL ATTEMPTS IN A TEN (10) MINUTE PERIOD IN A SINGLE EXCHANGE."**
21 **IS THIS DEFINITION ACCEPTABLE TO CENTURYTEL?**

22 **A. No.**

1 **Q. WHY NOT?**

2 A. Socket's proposed definition of an outage is inconsistent with the operational definition
3 CenturyTel uses to define a major service interruption or outage. Consistent with CenturyTel
4 Service Practice (CSP) #600-011-001, a major service interruption is defined as an outage of
5 50 or more customers for 15 minutes or longer. Using alarmed electronics and other
6 systems, CenturyTel's NOC is set up to measure outages using CenturyTel's definition of a
7 major service interruption. Today, when electronic alarms are tripped in the network,
8 CenturyTel must then access its own internal records and, possibly, call plant managers to
9 determine how many customers are affected. However, CenturyTel today could not comply
10 with any outage notification obligations using Socket's proposed definition, which is based
11 on the monitoring of the number of "blocked calls" as opposed to the number of customers
12 affected. Socket's proposed definition assumes the ability to capture, filter, and alarm
13 "blocked call" data sent from the switch, none of which CenturyTel's systems is configured
14 to do. To capture outages as defined by Socket, CenturyTel would have to conduct an
15 extensive and costly rework of its NOC systems and electronic alarm devices throughout its
16 network. Socket simply should not be allowed to alter CenturyTel's operational practices,
17 particularly in the critically important area of network outage restoration.

18 As Socket's proposed definition of outage is inconsistent with CenturyTel's current
19 operational practices, implementing such a definition would unnecessarily and unreasonably
20 burden CenturyTel with the cost of reworking its NOC and support systems in an effort to
21 maintain consistency in outage reporting and restoration across its network. It would, of

1 course, be costly and inefficient to monitor and report outages one way for Socket and
2 another way for CenturyTel.

3 **Q. MR. BRUEMMER STATES THAT SOCKET "WOULD BE WILLING TO ALTER**
4 **[ITS] DEFINITION OF OUTAGE TO BETTER FIT CENTURYTEL'S CURRENT**
5 **INTERNAL DEFINITION. COULD YOU PLEASE COMMENT ON MR.**
6 **BRUEMMER'S STATEMENT?**

7 **A.** Yes. Quite apart from the separate issue of how CenturyTel provides notice of outages to
8 Socket, there is absolutely no rational justification for requiring CenturyTel to change its
9 operative definition of what constitutes an outage. While I do not know precisely what Mr.
10 Bruemmer means when he states Socket would be willing to "alter [its] definition," any such
11 alteration should be rejected unless, by that, Socket really means it is willing to adopt
12 CenturyTel's existing operational definition of outage. I also would point out that,
13 notwithstanding Mr. Bruemmer's statement, Socket continues to propose its own definition
14 of an outage in Section 4.1, and Socket has not offered other or alternative language to this
15 point in time.

16 **Q. MR. BRUEMMER STATES IN HIS DIRECT TESTIMONY THAT "SOCKET'S**
17 **PAST HISTORY WITH CENTURYTEL HAS SHOWN THAT REPAIR**
18 **COMMITMENTS ARE OFTEN NOT MET, SO THE REQUIREMENT THAT**
19 **SOCKET BE NOTIFIED OF DELAYS [IN MEETING REPAIR COMMITMENTS]**
20 **IS ESSENTIAL TO [SOCKET'S] ABILITY TO CONDUCT BUSINESS." DO YOU**
21 **AGREE WITH MR. BRUEMMER'S STATEMENT?**

22 **A.** No.

1 Q. WHAT IS CENTURYTEL'S PERFORMANCE WITH RESPECT TO MEETING
2 REPAIR COMMITMENTS?

3 A. All trouble tickets are automatically given a 24-hour repair commitment. Contrary to the
4 vague and unsupported assertion on this point by Mr. Bruemmer, the latest CenturyTel
5 trouble report summary for Missouri—which actually summarizes trouble reports for both
6 regulated and de-regulated services (e.g., DSL)—shows that with respect to out-of-service
7 repairs, CenturyTel has missed the 24-hour commitment time by only * ____ * in November
8 2005, * ____ * in December 2005, * ____ * in January 2006, and * ____ * in February
9 2006. In addition, CenturyTel must meet 90% of its 24-hour commitments for out of service
10 repairs on all regulated services in order to comply with quality metrics required by the
11 Commission. The most recent data available (for fourth quarter 2005) establish that
12 CenturyTel met this 24-hour repair commitment 94.9% of the time.

13 Q. ARE TROUBLE TICKETS FOR SOCKET'S CUSTOMERS HANDLED THE SAME
14 WAY AS FOR CENTURYTEL'S CUSTOMERS?

15 A. Yes. CenturyTel's maintenance and repair personnel handle a Socket trouble ticket in the
16 very same way as they would a trouble ticket for a CenturyTel customer. To assist in
17 understanding how the trouble reporting process works, I've attached Proprietary Schedule
18 MS-1 to my rebuttal testimony, which depicts CenturyTel's process flow for trouble ticket
19 resolution. Socket reports trouble or opens a trouble ticket in the same manner as
20 CenturyTel's own customer or technician—using 1-800 number for CenturyTel's trouble
21 resolution center. From that point forward, the process is the same. CenturyTel makes no

1 distinction between itself or any other carrier, including Socket, on how troubles are reported
2 and worked to resolution.

3 **Q. IS SOCKET'S REQUEST FOR NOTIFICATION OF DELAYS IN MEETING**
4 **REPAIR COMMITMENTS REASONABLE?**

5 A. No.

6 **Q. WHY NOT?**

7 A. First, CenturyTel's maintenance teams simply do not have the resources—time or
8 personnel—to monitor all outstanding troubles nor to make pro-active calls if they believe a
9 particular repair commitment is in jeopardy.

10 Second, given CenturyTel's equipment and procedures used to report trouble ticket
11 status, notifications of the type suggested by Socket invite "false alarms" and the inaccurate
12 reporting of trouble ticket status. CenturyTel's field technicians, who actually conduct the
13 work necessary to respond and close trouble tickets, use electronic dispatch tools. The
14 technicians input the status of a trouble ticket—e.g., whether it's open or closed—out in the
15 field. Periodically, they must dial up to the network to download and/or update the status of
16 their repair calls. However, since the electronic dispatch tools are not connected to the
17 network 100% of the time, there are lags in the status reports sent back to the maintenance
18 support group. For example, a technician may enter the field and clear three or four trouble
19 tickets before he finds the time and opportunity to connect his/her electronic dispatch device
20 to the network to update the status of his repair calls. If CenturyTel is required to provide
21 Socket with notification of a delay in meeting a repair commitment, CenturyTel may tell

1 Socket that the trouble ticket is still open when in fact it has been closed. This false alarm or
2 inaccurate status report may be given not because the ticket is in fact open, but because the
3 field technician has not had the time or opportunity to connect yet to the network and update
4 the correct "cleared" status.

5 **Q. MR. BRUEMMER ALSO CONFIRMS SOCKET IS DEMANDING THAT**
6 **CENTURYTEL PROVIDE IT, VIA FACSIMILE, WITH A DAILY LOG**
7 **INDICATING THE STATUS OF ALL SOCKET REPAIR TICKETS. DOES**
8 **CENTURYTEL HAVE A RESPONSE TO SOCKET'S DEMAND?**

9 **A.** Yes. This is an example of a Socket demand that attempts to impose additional
10 administrative burden and cost on CenturyTel for the primary purpose of making Socket's
11 business operations more convenient to Socket. I have responded more fully to this Socket
12 demand in my direct testimony, and I respectfully direct the Commission there.

13 **ISSUE 2: Should Socket be required to use CenturyTel's established 1-800**
14 **number for its inquiries regarding network maintenance?**

15 **Q. MR. BRUEMMER'S ASSERTS THAT SOCKET SHOULD BE PROVIDED ITS**
16 **OWN SINGLE POINT OF CONTACT TELEPHONE NUMBER FOR REPAIR**
17 **REPORTING THAT IS SEPARATE FROM CENTURYTEL'S EXISTING 1-800**
18 **NUMBER FOR ITS RETAIL REPAIR CENTER. IS THIS REASONABLE?**

19 **A.** No.

20 **Q. WHY NOT?**

21 **A.** Socket is requesting a special telephone number that will allow it to contact CenturyTel for
22 maintenance-related issues without having to be placed in queue with other CenturyTel
23 customers and/or technicians. This request is not reasonable in light of CenturyTel's
24 organization and cost structure. Socket should be required to use CenturyTel's existing 1-

1 800 number for maintenance-related inquiries, which is the telephone number for
2 CenturyTel's Retail Repair Center.

3 **Q. MR. BRUEMMER STATES THAT "CENTURYTEL'S PROCESS [] DOES NOT**
4 **MEET A PARITY STANDARD." IS MR. BRUEMMER CORRECT?**

5 **A.** No. Mr. Bruemmer's statement likely reflects Socket's unwillingness to believe what
6 CenturyTel has consistently told Socket in negotiations. The 1-800 number CenturyTel
7 proposes to provide to Socket for maintenance-related inquiries is the same telephone contact
8 number provided to and used by CenturyTel's own technicians and customers. While Mr.
9 Bruemmer states he "would be very surprised" if this is the case, that doesn't change the fact
10 that it's true. CenturyTel should not be required to set up and man a separate telephone
11 number for Socket when it does not even do that for its own technicians. CenturyTel's
12 proposal that Socket use CenturyTel's existing 1-800 number, therefore, is at parity with the
13 manner in which CenturyTel provides repair reporting to its own technicians.

14 **Q. MR. BRUEMMER CLAIMS THAT IT IS COMMON FOR SOCKET TO CALL**
15 **CENTURYTEL'S REPAIR CENTER AND ENCOUNTER A PERSON WHO DOES**
16 **NOT UNDERSTAND INTERCONNECTION CIRCUIT ID'S. COULD YOU**
17 **PLEASE RESPOND TO THIS STATEMENT?**

18 **A.** While it is difficult to respond to Mr. Bruemmer's unsupported assertion, CenturyTel will, of
19 course, investigate any specific instance of Socket or any other customer experiencing
20 problems with CenturyTel's resolution center representatives.

21 Also, if Socket's concern were shown to be valid, CenturyTel would agree to provide
22 additional training to resolution center representatives to address this concern and, if
23 appropriate, implement a written checklist for use by these representatives in responding to

1 calls from Socket. CenturyTel also is willing to agree to provide Socket an escalation option
2 to be used should Socket ever encounter problems or issues with the responses of these
3 representatives.

4 **Q. MR. BRUEMMER'S OTHER CRITICISM OF CENTURYTEL'S POSITION IS**
5 **THAT SOCKET OFTEN HAS TO WAIT THROUGH RETAIL-ORIENTED**
6 **MESSAGES THAT ARE NOT RELEVANT TO SOCKET'S BUSINESS BEFORE**
7 **BEING PLACED IN QUEUE TO SPEAK TO A REPRESENTATIVE. HAS**
8 **CENTURYTEL MADE ANY PROPOSAL TO SOCKET TO ADDRESS THIS**
9 **CRITICISM?**

10 **A.** Yes. Instead of providing a separate maintenance and repair hotline just for Socket's use (as
11 Socket has requested), CenturyTel has agreed to provide Socket with a "special option" on
12 CenturyTel's existing 1-800 number that will allow Socket to "opt out" of the telephone
13 menu tree (e.g., the retail-oriented messages) and be placed directly into queue to talk to an
14 available CenturyTel maintenance person. This option, in effect, would allow Socket to be
15 placed in queue ahead of other callers—e.g., retail customers—who do not have the special
16 dial-around option. CenturyTel's maintenance personnel are competent and possess
17 knowledge of CenturyTel's repair and maintenance processes and procedures. These
18 personnel shall have access to the systems or information to enable them to receive trouble
19 tickets and provide updates on repair status to the extent that information is available.

1
2 **II.**

3 **CENTURYTEL'S PRACTICE ON RESERVING SPARE CAPACITY**

4 **Q. ON PAGE 102 OF HIS DIRECT TESTIMONY, MR. KOHLY ASSERTS HIS BELIEF**
5 **THAT CENTURYTEL IS RESERVING ALL OF ITS SPARE CAPACITY FOR**
6 **ITSELF TO SERVE ITS RETAIL CUSTOMERS. IS MR. KOHLY'S BELIEF**
7 **TRUE?**

8 **A.** Absolutely not. CenturyTel does not reserve spare capacity for its own future use to service
9 its own customers. Further, to my knowledge and in my personal experience as former field
10 Vice President and General Manager, CenturyTel has never done so. In fact, I personally am
11 aware of instances when CenturyTel has turned down its own administrative trunk services in
12 order to provide capacity to other requesting carriers. As a prudent business and operational
13 practice, CenturyTel does avoid using "maintenance spares" to ensure capacity in the event
14 of primary service loss. However, as a practice, CenturyTel does not reserve spare capacity
15 for its own future use.

16 **III.**

17 **CONCLUSION**

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

A. Yes, it does.

SCHEDULE MS-1

is deemed proprietary in
its entirety