

Exhibit No.:

Issue(s): Article XVIII (xDSL); Article XIII (OSS)

Witness: Michael Elford

Type of Exhibit: Direct Testimony

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

Case No.: TO-2006-0299

Date Testimony Prepared:

March 21, 2006

DIRECT TESTIMONY

OF

MICHAEL L. ELFORD

ON BEHALF OF

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

CASE NO. TO-2006-0299

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

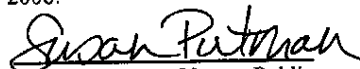
AFFIDAVIT OF MICHAEL L. ELFORD

I, Michael L. Elford, of lawful age and being duly sworn, state:

1. My name is Michael L. Elford. I am presently a Director – Network Support Centers for CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Direct 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.


Michael L. Elford

Subscribed and sworn to before this 20th day of March, 2006.


Notary Public
Susan Putman
80799

My Commission expires: upon death

TABLE OF CONTENTS

I.	BACKGROUND	1
II.	PURPOSE OF TESTIMONY	3
III.	ARTICLE XVIII DISPUTED ISSUES	4
	GENERAL ISSUE: Should CenturyTel be required to permit Socket to deploy “non-standard” xDSL technology in CenturyTel’s network? [Issues 2 (Sec. 2.7), 3 (Sec. 3.3), 4 (Sec. 4.5 & 4.6), 10 (Sec. 10.3 & 10.6)]	4
	GENERAL ISSUE: Should CenturyTel be able to reject Socket orders for xDSL-capable loops in excess of 18,000 feet in length? [Issues 2 (Sec. 2.2), 4 (Sec. 4.4), 6 (Sections 6.1 & 6.2.2) and 9 (Sec. 9.2)]	11
	ISSUE 4 (Sec. 4.4): If CenturyTel rejects a Socket request for an xDSL-capable loop or subloop, should CenturyTel be required to nevertheless provision the loop or subloop pending a dispute resolution process?	15
	ISSUE 6 (Sections 6.2.1 & 6.2.2) & ISSUE 9 (Sec. 9.2): Should a separate charge apply to line conditioning requested by Socket on xDSL loops over 12,000 ft. in length?	16
	ISSUE 6 (Sec. 6.6): Should Section 6.6 of Article XVIII specify, when Socket requests “to add or modify” a pending line conditioning order, that “no additional service order charges shall be assessed”?	18
	ISSUE 6 (Sec. 6.7): Should Section 6.7 of Article XVIII specify that, to the extent Socket requests from CenturyTel a “shielded cross-connect” for Central Office wiring, that such shielded cross-connect is “subject to applicable charges”?	20
	ISSUE 10 (Sec. 10.2 & 10.3): Should Socket’s onerous language regarding CenturyTel’s “spectrum management” policies be incorporated into the Agreement?	22
	ISSUE 11 (Sec. 11.2): Should Section 11.2 of Article XVIII require CenturyTel to make “clean loops” and “clean subloops” available for all xDSL services and use by all xDSL providers, including Socket?	24
IV.	ARTICLE XIII (OSS) DISPUTED ISSUE RELATED TO "LOOP MAKEUP INFORMATION"	25
	ARTICLE XIII JOINT ISSUE STATEMENT (OSS): Should the Agreement contain an Article addressing Operations Support Systems issues?	25

1 **DIRECT TESTIMONY OF MICHAEL L. ELFORD**
2 **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA**
3 **COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

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

5 A. My name is Michael L. Elford. My business address is 100 CenturyTel Drive,
6 Monroe, Louisiana 71203.

7 **Q. ON WHOSE BEHALF ARE YOU SUBMITTING DIRECT TESTIMONY?**

8 A. I am submitting direct testimony on behalf of CenturyTel of Missouri, LLC and
9 Spectra Communications Group, LLC, collectively referred to herein as
10 "CenturyTel."

11 **I.**
12 **BACKGROUND**

13 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?**

14 A. I am employed by CenturyTel Service Group, L.L.C., a subsidiary of CenturyTel,
15 Inc. CenturyTel Service Group, LLC. provides many management and
16 accounting functions for subsidiaries of CenturyTel, Inc., including CenturyTel of
17 Missouri, LLC. and Spectra Communications Group, LLC. I am presently
18 employed by CenturyTel as Director – Network Support Centers.

19 **Q. WHAT ARE YOUR RESPONSIBILITIES WITHIN CENTURYTEL**
20 **SERVICE GROUP AS DIRECTOR – NETWORK SUPPORT CENTERS?**

21 A. As Director of Network Support Centers, I support a team that is responsible for
22 24x7 monitoring and primary technical support for TDM, SONET, ATM,
23 DSLAM, Ethernet, Frame, and IP technologies. My team is also responsible for
24 network traffic analysis, translations, and database administration.

1 **Q. HAVE YOU EVER TESTIFIED BEFORE ANY REGULATORY**
2 **AGENCY?**

3 **A.** No.

4 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**
5 **WORK-RELATED TRAINING.**

6 **A.** I graduated from Louisiana Tech University in 1988 with a Bachelor of Science
7 Degree in Petroleum Engineering. I began my career with CenturyTel in 1989 as
8 a Network Planning Engineer in the Mobile Communications Group. There, I
9 held a variety of engineering positions and was responsible and for the design and
10 build out of CenturyTel's Cellular & PCS networks. In 2000, I was promoted to
11 Director of Engineering and Construction for CenturyTel's Wireline & Wireless
12 Networks. During my tenure in this position, my team was responsible Capital
13 Planning, Contract Administration, Engineering Standards, Engineering Policies
14 and Procedures, Hardware Evolution, and CALEA Compliance. During that time
15 period, my team worked with Regional Engineering to introduce DSL capability
16 across our network. In 2002, I became CenturyTel's Corporate Director of
17 Operations. While in that position, my team was responsible for Inside and
18 Outside Plant Audits, Policies & Procedures, Safety & Environmental, and
19 Technical Training. In late 2004, I became the Director -- Network Support
20 Centers. My current team is responsible for our 24x7 Network Support centers
21 where we provide surveillance, hardware support, and software support for
22 CenturyTel's TDM, ATM, Frame, and IP networks. My team is responsible for
23 all manual ATM programming for new xDSL orders and proactively responds to
24 ATM, Frame, & DSLAM network events. My DSL Support Team also provides

1 primary technical support for field technicians on any issues associated with
2 ATM, Frame, or DSLAM equipment

3 **II.**
4 **PURPOSE OF TESTIMONY**

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

6 A. In my testimony, I will address certain disputes between the parties related to the
7 terms and conditions to be incorporated into the Agreement for the provisioning
8 of xDSL loops and subloops. All of these issues arise under Article XVIII of the
9 Agreement. By way of general summary, my testimony will address
10 CenturyTel's position associated with the following: use of non-standard xDSL-
11 based technology; xDSL loop length; the process that should apply if CenturyTel
12 rejects a Socket order for an xDSL loop or subloop; technical issues related to the
13 rate structure for line conditioning, issues related to the process for supplementing
14 an order for line conditioning; the cost of shielded cross connects; CenturyTel's
15 spectrum management policies; and other discrete issues related to the ordering
16 and provisioning of line conditioning.

17 **Q. HOW IS YOUR TESTIMONY ORGANIZED?**

18 A. In Section III below, I will address those disputed issues related primarily to
19 xDSL matters, including line conditioning, arising out of the parties' negotiation
20 of Article XVIII. To that end, I will testify about subject matters or general
21 issues, and I will specifically identify the disputed issues and/or specific contract
22 provisions that are affected by the disputed subject matter or general issue.

23 In Section IV below, I will address Socket's demand for electronic access
24 to OSS as it relates to xDSL "loop qualification" and/or access to CenturyTel's

1 loop makeup information. This testimony supplements that of Maxine Moreau,
2 who testifies more extensively about Article XIII (OSS).

3 **III.**
4 **ARTICLE XVIII DISPUTED ISSUES**

5 **Q. WITH RESPECT TO THE PARTIES' DISPUTES IN ARTICLE XVIII,**
6 **ARE YOU ADDRESSING ALL ASPECTS OF ALL ISSUES THAT**
7 **REMAIN IN DISPUTE BETWEEN THE PARTIES?**

8 A. No. I will address those xDSL issues, including line conditioning issues, that
9 pertain primarily to operational and technical matters. CenturyTel witness Ted
10 Hankins also will address issues related to xDSL rates and/or pricing, including
11 the rate structure and pricing associated with line conditioning.

12 **GENERAL ISSUE: Should CenturyTel be required to permit Socket**
13 **to deploy "non-standard" xDSL technology in CenturyTel's network?**
14 **[Issues 2 (Sec. 2.7), 3 (Sec. 3.3), 4 (Sec. 4.5 & 4.6), 10 (Sec. 10.3 &**
15 **10.6)]**

16 **Q. WHAT IS THE BASIS OF THE PARTIES' DISPUTE IN ISSUES 2 (SEC.**
17 **2.7), 3 (SEC. 3.3), 4 (SEC. 4.5 & 4.6) AND 10 (SEC. 10.3 & 10.6)?**

18 A. Socket has proposed numerous contract provisions that would give it the
19 unilateral and unqualified right to deploy "non-standard xDSL-based technology"
20 in CenturyTel's network. Indeed, Socket's proposed definition of "non-standard
21 xDSL-based technology" (Sec. 2.7), clearly identifies that such technology is
22 different from the other technologies that the FCC has deemed presumptively
23 acceptable for deployment. (I will further discuss technology that is presumed
24 acceptable for deployment below.) Moreover, Socket's proposed definition
25 actually states that the deployment of such "non-standard" technology is
26 "allowed" and "encouraged" under the Agreement. CenturyTel disagrees with
27 Socket that it should be permitted, much less encouraged, to deploy "non-

1 standard” xDSL technology in CenturyTel’s network, in part, because allowing
2 Socket to use CenturyTel’s network as its own personal laboratory unnecessarily
3 places CenturyTel’s customers’ services at risk. Socket should be permitted to
4 deploy only “standard” xDSL technologies and/or xDSL technologies that are
5 “presumed acceptable” for deployment under the FCC’s advanced services rules.

6 **Q. WHAT IS CENTURYTEL’S POSITION ON THE USE OF NON-**
7 **STANDARD XDSL TECHNOLOGY AND EQUIPMENT IN ITS**
8 **NETWORK, AND WHY?**

9 A. CenturyTel does not deploy or support the use of non-standard xDSL technology
10 or equipment within its network. Since CenturyTel does not deploy or support
11 such non-standard xDSL technology or equipment, CenturyTel should not be
12 required to permit Socket to do so. The installation of non-standard xDSL
13 equipment risks generating “crosstalk interference” and degrading the service of
14 existing customers served via the same cable—in other words, interfering with the
15 service of other customers served by loops contained within the same binder
16 group (a grouping of pairs bound together within the serving cable) as Socket’s
17 loop.

18 Crosstalk interference is unwanted noise that is electrically coupled into
19 other metallic cable pairs within a multi-paired copper telecommunications cable
20 (e.g., other cables in the same binder group). Such crosstalk interference
21 emanates from the offending cable and unacceptably degrades the services
22 provided over other pairs within close proximity in the binder group. The
23 likelihood and extent of crosstalk interference increases with higher power levels,
24 higher frequencies and exposure (“exposure” is a measure of the proximity of
25 pairs within the cable and the length over which the pairs are in proximity).

1 Non-standard equipment that transmit at power levels higher than standard
2 at given frequencies will cause crosstalk interference. If Socket is permitted to
3 deploy non-standard xDSL technologies, it could conceivably deploy non-
4 standard equipment to support those technologies that have higher non-standard
5 power and frequency outputs; thus, generating interference that will impact the
6 services of other customers served by copper pairs within the same binder group.

7 **Q. WHY IS IT IMPORTANT THAT CENTURYTEL AND OTHER**
8 **CARRIERS CONNECTED TO CENTURYTEL'S NETWORK USE ONLY**
9 **"STANDARD" XDSL TECHNOLOGIES?**

10 **A.** Standardized DSL equipment uses measurements of crosstalk and other noise on
11 the loop to determine operational behavior on the loop. Higher than standard
12 power levels, or sudden changes in noise spectrum or intensity will degrade
13 standard based DSL, which is what CenturyTel currently deploys within its
14 network.

15 All equipment utilizing CenturyTel's network should meet the ANSI
16 T1.417 issue 2 Spectrum Management standard as a basis loop system, legacy
17 system, a specified spectrum management class or by independent evaluation of
18 the proposed technology using method B as described in Annex A of the standard.
19 All non-standard equipment should exhibit constant power spectral density (PSD)
20 in both upstream and downstream directions independent of the data being
21 transmitted. The stationary PSD requirement also should be verified using
22 section 6.4.3 of the ANSI T1.417-2003, "Spectrum Management for Loop
23 Transmission Systems." This ANSI T1.417 standard was developed to assist
24 carriers in creating an environment where multiple technologies can co-exist.
25 CenturyTel's use of equipment meeting this standard, and exclusion of equipment

1 not meeting this standard, helps to ensure that multiple services can co-exist in the
2 same binder group.

3 **Q. WOULD SOCKET BE PREJUDICED IF THE COMMISSION**
4 **DETERMINES THAT CENTURYTEL IS NOT REQUIRED TO PERMIT**
5 **SOCKET TO DEPLOY “NON-STANDARD” XDSL TECHNOLOGY ON**
6 **CENTURYTEL’S NETWORK?**

7 A. No. CenturyTel acknowledges that the FCC encourages the deployment of
8 advanced services loop technology. To that end, the FCC developed rules that
9 permit a CLEC like Socket to deploy on CenturyTel’s network xDSL technology
10 that is “presumed acceptable,” even if CenturyTel does not deploy such
11 technology itself. Importantly, CenturyTel has agreed with Socket to incorporate
12 terms into the Agreement that reflect these rules. Specifically, the FCC’s rules
13 provide that an xDSL technology is “presumed acceptable” for deployment in
14 CenturyTel’s network if that technology: (1) complies with existing industry
15 standards; (2) is approved by an industry standards body, the FCC, or any state
16 commission; or (3) has been successfully deployed by any carrier without
17 significantly degrading the performance of other services. *See* 47 C.F.R.
18 § 51.230(a). Moreover, if a CLEC’s xDSL technology qualifies under this rule as
19 “presumed acceptable,” an ILEC may not deny the CLEC’s request to deploy it
20 without demonstrating to the state commission that its deployment will
21 significantly degrade the performance of other advances services technologies or
22 voice services. *See* 47 C.F.R. § 51.230(b). These rules, and others related to
23 them, are reflected in the following terms of the parties’ Agreement, and they are
24 not in dispute: Article XVIII: Sec. 2.6 (definition of “presumed acceptable”);
25 Sec. 3.4, Sec 3.4.1 and Sec. 3.5. Therefore, even if the Commission rejects

1 Socket's attempt to require CenturyTel to permit unrestrained deployment of non-
2 standard xDSL technology, the Agreement still provides Socket with the ability to
3 deploy a very broad array of xDSL technologies, including technologies that are
4 not currently deployed in CenturyTel's network. Moreover, to the extent Socket
5 wants to deploy a non-standard xDSL technology, these rules, which have now
6 been incorporated into the parties' Agreement, provide Socket with a mechanism
7 for qualifying such technology as a technology "presumed acceptable for
8 deployment."

9 **Q. DOES CENTURYTEL'S POSITION PROMOTE THE DEPLOYMENT OF**
10 **ADVANCED SERVICES LOOP TECHNOLOGIES?**

11 A. Yes. The undisputed contract terms mentioned above, which have been
12 incorporated into the parties' Agreement, provide Socket with a mechanism or
13 process for qualifying a "non-standard" xDSL technology as a technology that is
14 "presumed acceptable" for deployment under the Agreement. Once so qualified,
15 CenturyTel has agreed to provision xDSL-capable loops to support the new
16 technology. As I said above, Socket can qualify a "non-standard" technology as a
17 technology "presumed acceptable" for deployment by demonstrating that the
18 technology (1) complies with industry standards, (2) is approved by an industry
19 standards body, the FCC or any state commission, or (3) has been successfully
20 deployed by another carrier without significantly degrading the performance of
21 other services. Socket, however, should not be permitted in this Agreement to
22 deploy a new or non-standard xDSL technology until it has qualified that
23 technology as "presumed acceptable for deployment."

1 I also would like to point out that CenturyTel has agreed to reasonably
2 assist Socket in developing “new” xDSL technology. For example, CenturyTel
3 has agreed, in Sections 4.5.1 and 4.5.2, which are not in dispute, to reasonably
4 cooperate with Socket in the testing and deployment of new xDSL technologies,
5 which cooperation may include referring testing of such technology to a third-
6 party laboratory for evaluation. With this assistance, if Socket can demonstrate to
7 CenturyTel and/or the Commission that the new or non-standard xDSL
8 technology will not significantly degrade other advanced or voice services,
9 CenturyTel will provision loops or subloops for Socket’s deployment of such new
10 technologies. Based on these contractual commitments, even if the Commission
11 rejected Socket’s proposal for unlimited and unchecked deployment of “non-
12 standard” xDSL technologies, Socket would not be prejudiced in its ability to
13 deploy “new” xDSL technologies, or to qualify non-standard xDSL technologies
14 as technologies “presumed acceptable” for deployment under the FCC’s advanced
15 services rules.

16 **Q. WITH RESPECT TO SOCKET’S PROPOSED SECTION 4.5, DOES**
17 **CENTURYTEL DISPUTE THAT SOCKET MAY DEPLOY A NEW OR**
18 **NON-STANDARD XDSL TECHNOLOGY WHERE IT DEMONSTRATES**
19 **TO THE COMMISSION THAT THE LOOP TECHNOLOGY WILL NOT**
20 **SIGNIFICANTLY DEGRADE THE PERFORMANCE OF OTHER**
21 **ADVANCED SERVICES OR TRADITIONAL VOICE BAND SERVICES?**

22 **A.** No. As I stated above, such a demonstration to the Commission—that a new or
23 non-standard technology will not significantly degrade the performance of other
24 advanced or voice services—is one the ways that Socket actually can qualify a
25 technology as “presumed acceptable for deployment” under the FCC’s rules and
26 the terms of the parties’ Agreement. CenturyTel’s primary dispute with Socket’s

1 proposed Section 4.5 is about “timing.” As drafted, the provision is ambiguous
2 on the point of whether Socket’s demonstration to the Commission, and the
3 Commission’s approval of such technology, must occur before or after Socket
4 seeks to deploy the new or non-standard technology on CenturyTel’s network. To
5 the extent it is clarified that the Commission must approve the new technology
6 *before* Socket seeks to deploy it, CenturyTel could agree with the provision.
7 Nevertheless, since the parties already have agreed to provisions addressing how
8 xDSL technology is qualified as “presumed acceptable for deployment”
9 elsewhere in the Agreement, and this provision appears to address only a piece of
10 the broader process, the Commission should reject it as unnecessarily redundant
11 and duplicative.

12 **Q. DOES SOCKET’S PROPOSAL GO WELL-BEYOND THE**
13 **REQUIREMENTS OF THE FCC’S ADVANCED SERVICES RULES?**

14 A. Yes, they do. The FCC’s rules in 47 C.F.R. §§ 51.230 – 233, which have been
15 incorporated into the undisputed terms of the Agreement, establish a regime or
16 process by which a CLEC can qualify a “non-standard” xDSL technology, or any
17 technology really, as a technology presumed acceptable for deployment. In
18 Rule 51.230(c), Socket bears the burden of demonstrating to the Commission that
19 its proposed deployment of a technology meets the threshold for a technology
20 “presumed acceptable” for deployment. Socket proposed contract terms—Sec.
21 2.7, Sec. 3.3, Sec. 4.5 , Sec. 4.6, Sec. 10.3 and Sec. 10.6—attempt to bypass this
22 process and would require CenturyTel to permit the deployment of unproven,
23 non-standard technology in its network without any prior assurance or
24 demonstration that the technology will not significantly degrade the performance

1 of other advanced services or voice services provided to CenturyTel's customers.
2 Socket's proposal should be rejected as it over-reaches the requirements of the
3 FCC's advanced services rules and unnecessarily places CenturyTel's customers
4 at risk. In addition, the rejection of Socket's "non-standard" technology proposal
5 will not prejudice Socket because the Agreement already incorporates a method
6 by which Socket may qualify a new or non-standard technology as on that this
7 presumed acceptable for deployment, and CenturyTel even has agreed to
8 reasonably cooperate with Socket in the testing and deployment of new xDSL
9 technologies. However, the extent of CenturyTel's reasonable cooperation should
10 not extend to allowing Socket to use CenturyTel's network as Socket's personal
11 laboratory and CenturyTel's customers as Socket's guinea pigs.

12 **GENERAL ISSUE: Should CenturyTel be able to reject Socket**
13 **orders for xDSL-capable loops in excess of 18,000 feet in length?**
14 **[Issues 2 (Sec. 2.2), 4 (Sec. 4.4), 6 (Sections 6.1 & 6.2.2) and 9 (Sec.**
15 **9.2)]**

16 **Q. WHAT IS YOUR UNDERSTANDING OF THE PARTIES' DISPUTE IN**
17 **ISSUES 2 (SEC. 2.2), 4 (SEC. 4.4), 6 (SECTIONS 6.1 & 6.2.2) AND 9 (SEC.**
18 **9.2)?**

19 **A.** In several provisions of this Article, Socket has proposed language requiring
20 CenturyTel to provide xDSL-capable loops in excess of 18,000 ft. in length and/or
21 limiting CenturyTel's ability to reject a Socket order for an xDSL loop based on
22 loop length. On the other hand, CenturyTel has proposed language in several
23 places providing that it will not provide xDSL-capable loops in excess of 18,000
24 ft., and otherwise reserving its right to object to an xDSL-capable loop order on
25 the basis of loop length. However, CenturyTel believes that this dispute actually
26 is more nuanced than the parties' competing proposals would suggest.

1 I should clarify that CenturyTel does not object to provisioning Socket
2 xDSL loops in excess of 18,000 ft. to the extent Socket agrees to only deploy
3 standard xDSL technologies. However, if Socket is permitted to deploy “non-
4 standard” xDSL technology (without first qualifying such technology as
5 “presumed acceptable for deployment”), CenturyTel should retain the right to
6 deny Socket’s request for such loops in excess of 18,000 ft. Thus, CenturyTel’s
7 position on this issue is largely dependent on the resolution of the “non-standard”
8 xDSL technology issue addressed immediately above.

9 **Q. WHY SHOULD CENTURYTEL NOT BE REQUIRED TO PROVIDE**
10 **XDSL LOOPS IN EXCESS OF 18,000 FT. IF SOCKET IS PERMITTED**
11 **TO DEPLOY “NON-STANDARD” XDSL TECHNOLOGY?**

12 A. If Socket is permitted the right to deploy non-standard xDSL technology under
13 the Agreement, the associated equipment it may use to provide xDSL service
14 (particularly if it is a higher speed xDSL service) over a loop that exceeds 18,000
15 ft. in length almost certainly will require power and frequency outputs that exceed
16 the standard. Generally, standard xDSL equipment is designed for use on loops
17 not to exceed 18,000 ft. In simple terms, propagating an xDSL signal a longer
18 distance—e.g., over 18,000 ft.—will require non-standard xDSL equipment with
19 higher than standard power and frequency outputs. These higher outputs interfere
20 with other circuits in the binder group, causing increased crosstalk and noise and
21 otherwise degrading the service of other customers.

22 **Q. IS CENTURYTEL’S POSITION CONSISTENT WITH ITS OWN**
23 **OPERATIONAL PRACTICE?**

24 A. Yes. CenturyTel’s internal practice is to only serve xDSL customers up to, but
25 not in excess of, 18,000 feet from the serving DSLAM with standard xDSL

1 technology. xDSL provisioning to this distance, using standard xDSL
2 technologies and equipment, minimizes interference with other pairs within the
3 binder group, ensures reliable xDSL service, and reduces the need for order-
4 specific spectral engineering in a rural environment. CenturyTel's customers that
5 request xDSL service are usually served by the same loop that provides their
6 POTS service. The careful selection of standardized xDSL equipment and the
7 policies established by CenturyTel Engineering help to preserve the compatibility
8 of services within the same cable or binder group. CenturyTel's experience with
9 its practices as a xDSL carrier serving predominantly rural areas has proven that
10 order-specific spectrum management is currently not required to preserve service
11 compatibility, so long as standard xDSL technologies and equipment are used.
12 The introduction to CenturyTel's network of non-standard xDSL technology and
13 the non-standard equipment needed to provision xDSL service on a loop in excess
14 of 18,000 ft. will greatly increase the cost of xDSL service for CenturyTel by
15 creating the requirement for order-specific engineering. It also will greatly
16 increase the amount interference and service degradation experienced by other
17 customers served by the network.

18 **Q. EXPLAIN THE IMPORTANCE OF THE RELATIONSHIP BETWEEN**
19 **THE DSLAM, ITS DISTANCE FROM THE CUSTOMER AND THE**
20 **LENGTH OF THE LOOP TO THAT CUSTOMER.**

21 A. The xDSL network typically consists of an xDSL modem at the customer
22 premise, a twisted-pair copper loop, a Digital Subscriber Line Access Multiplexer
23 (DSLAM), and a variety of switches and routers that are used to access the
24 Internet. The xDSL modem that is located at the customer's premise is the
25 connection for the customer to connect his/her home computer or home network

1 to the xDSL network. The xDSL modem signal is passed to a splitter where it is
2 combined with the customer's POTS signal and it traverses a distance of up to
3 18,000 feet to a second set of splitters that are collocated with the serving
4 DSLAM. The DSLAM splitter separates the xDSL signal from the POTS signal.
5 The POTS signal is passed to the serving office or remote which also is collocated
6 with the DSLAM. The xDSL signal is passed to the DSLAM which multiplexes
7 the signals of several xDSL customers together and passes the aggregated traffic
8 to a serving ATM, Frame, or Ethernet switch. The traffic is then authenticated
9 through a Broadband Remote Access Server (BRAS) and is passed to the Internet.
10 The primary factor that limits potential xDSL speed is the distance between the
11 customer and the serving DSLAM. If Socket is permitted to provision xDSL
12 services in excess of 18,000 ft., the critical distance between the customer and the
13 serving DSLAM likely will increase, requiring Socket to use equipment with
14 higher power and frequency output to provision service. As I stated above, the
15 use of such non-standard equipment will cause significantly increase instances of
16 interference and service degradation with the services provided to other customers
17 served by the network.

18 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

19 A. If the Commission determines that Socket should not be permitted to deploy
20 "non-standard" xDSL technology without first qualifying such technology as
21 "presumed acceptable for deployment" under the FCC's rules (as incorporated
22 into the Agreement), then CenturyTel would have no issue with provisioning
23 Socket xDSL loops greater than 18,000 ft. in length. However, if the Commission
24 determines that Socket should be permitted to deploy non-standard xDSL

1 technology, the Commission should minimize the service interruption, and
2 degradation impact on other customers served by CenturyTel's network by
3 allowing CenturyTel to provide Socket with xDSL-capable loops of only 18,000
4 ft. or less in length.

5 **ISSUE 4 (Sec. 4.4): If CenturyTel rejects a Socket request for an**
6 **xDSL-capable loop or subloop, should CenturyTel be required to**
7 **nevertheless provision the loop or subloop pending a dispute**
8 **resolution process?**

9 **Q. IF CENTURYTEL REJECTS SOCKET'S REQUEST FOR AN XDSL**
10 **LOOP OR SUBLOOP, WHY WOULD IT BE UNREASONABLE, AND**
11 **SOMETIMES IMPOSSIBLE, TO PROVISION THE LOOP OR SUBLOOP**
12 **ANYWAY WHILE THE PARTIES ENGAGE IN THE DISPUTE**
13 **RESOLUTION PROCESS?**

14 **A.** If CenturyTel denies Socket's request for an xDSL-capable loop or subloop,
15 CenturyTel already has agreed to provide to Socket the reason for the denial
16 within two (2) business days. However, Socket's demand that, notwithstanding
17 any denial, CenturyTel provision the loop or subloop anyway pending resolution
18 of the Dispute Resolution process ignores reality. If CenturyTel denies the
19 request because of a lack of facilities, there would be no loop to provision during
20 dispute resolution. For example, CenturyTel may deny the request because the
21 Socket customer is served behind an Integrated Digital Loop Carrier (IDLC), and
22 there is no Universal DLC capability or spare copper facility available. In that
23 instance, there would be no technically feasible way—short of building new
24 facilities for Socket, which the law does not require CenturyTel to do—to
25 provision the loop. Thus, there would be no loop to continue provisioning if
26 Socket initiates dispute resolution over CenturyTel's denial.

1 Socket's proposed language overreaches and does not acknowledge that
2 there are situations where CenturyTel simply cannot provision a requested xDSL
3 loop or subloop while the parties engage in dispute resolution. Socket's overly
4 broad language then would place CenturyTel in the position of being in breach of
5 the contract in instances when it is impossible or technically infeasible to
6 provision the requested xDSL loop or subloop. The last sentence of Socket's
7 proposed Sec. 4.4, therefore, is entirely unreasonable and does not account for
8 reality.

9 **Q. HOW DOES CENTURYTEL PROPOSED TO DEAL WITH DISPUTES**
10 **ARISING OUT OF CENTURYTEL'S REJECTION OF REQUEST FOR**
11 **AN XDSL LOOP OR SUBLOOP?**

12 **A.** The parties have spent a great deal of time negotiating and finalizing their
13 agreement on the Dispute Resolution provisions of the Agreement. Under
14 CenturyTel's language, the parties would address any such dispute in the agreed-
15 to Dispute Resolution process. There may be instances when CenturyTel could
16 continue to provision the requested xDSL loop or subloop during the pendency of
17 the dispute resolution process, but those instances are subject to what facilities are
18 currently available in CenturyTel's network and what is technically feasible.
19 Socket's unreasonable proposal, on the other hand, makes no allowance for the
20 same, and the Commission should reject it and adopt CenturyTel's proposed
21 language in Sec. 4.4.

22 **ISSUE 6 (Sections 6.2.1 & 6.2.2) & ISSUE 9 (Sec. 9.2): Should a**
23 **separate charge apply to line conditioning requested by Socket on**
24 **xDSL loops over 12,000 ft. in length?**

1 **Q. WILL YOU EXCLUSIVELY BE ADDRESSING THIS ISSUE?**

2 A. No. I will address certain technical and/or network-related issues that support
3 CenturyTel's position that a separate line conditioning charge should apply on
4 xDSL loops over 12,000 ft. in length. However, CenturyTel's witness, Ted
5 Hankins, will address the rate structure and other pricing issues applicable to line
6 conditioning charges.

7 **Q. WHAT IS YOUR UNDERSTANDING OF THE DISPUTE IN ISSUE 6**
8 **(SECTIONS 6.2.1 & 6.2.2) AND ISSUE 9 (SEC. 9.2)?**

9 A. Socket basically proposes that no line conditioning charge should apply to xDSL-
10 capable loops under 17,500 ft. in length. In other words, as I understand it,
11 Socket's language states that the costs of line conditioning on such loops already
12 is included in the monthly recurring charge for loop. CenturyTel's position is that
13 no line conditioning charge should apply to xDSL-capable loops under 12,000 ft.
14 Separate line conditioning charges should apply to such loops that are 12,000 ft.
15 or more in length. The line conditioning charges at issue here for the removal of
16 excessive bridged tap and load coils.

17 **Q. WHY IS SOCKET'S DEMAND—THAT NO SEPARATE LINE**
18 **CONDITIONING CHARGES SHOULD APPLY ON XDSL LOOPS**
19 **UNDER 17,500 FT. IN LENGTH—NOT ACCEPTABLE TO**
20 **CENTURYTEL?**

21 A. I can answer this question only in part, and only as it relates to the engineering of
22 CenturyTel's network. It should be noted that Socket proposes the same line
23 conditioning "rate structure" used by AT&T-MO (fka SBC-MO). However,
24 CenturyTel differs from the RBOCS regarding loop lengths due to the rural nature
25 of our business. CenturyTel is much more likely to have treatment (e.g., bridged

1 tap, load coils and repeaters) on even recently shortened loops. Treatment such as
2 load coils or conditions such as bridged tap are common in our network.

3 CenturyTel focuses on providing telephone service to rural America. Due
4 to the rural nature of the areas that CenturyTel serves, cable length is considerably
5 longer than would be found in an urban area. In order to preserve voice quality,
6 outside plant routes greater than 18,000 ft. are typically loaded at 3,000 ft., and
7 then every 6,000 ft. thereafter. The use of the cable plant in Missouri has evolved
8 over time. Much of the plant consists of cable routes greater than 18,000 ft., and
9 those routes have retained their loading and bridged tap. Because of this,
10 CenturyTel has found that extensive loop conditioning is required for customers
11 who request xDSL service and are located between 12,000-18,000 ft. of an xDSL-
12 capable office or remote.

13 Because of the way CenturyTel's network is engineered, CenturyTel must
14 conduct more extensive loop conditioning before the loop is capable of providing
15 xDSL service. Therefore, CenturyTel is entitled to recover the costs of its more
16 extensive line conditioning efforts and costs on loops over 12,000 ft.

17 **ISSUE 6 (Sec. 6.6): Should Section 6.6 of Article XVIII specify, when**
18 **Socket requests "to add or modify" a pending line conditioning order,**
19 **that "no additional service order charges shall be assessed"?**

20 **Q. WHAT IS YOUR UNDERSTANDING OF THE DISPUTE IN ISSUE 6**
21 **(SEC. 6.6)?**

22 A. In Section 6.6, Socket proposes language that will potentially allow it to avoid
23 additional charges when CenturyTel performs additional work at Socket's request.
24 According to Socket's unreasonable proposed language, if Socket already has
25 submitted an order for line conditioning, it may add to or modify that order

1 without being subject to any additional service order charges. From CenturyTel's
2 perspective, if CenturyTel has already acted under the pending order to conduct
3 even some of the line conditioning requested by Socket, and Socket's request to
4 add additional line conditioning or to modify that line conditioning, requires
5 additional work to be performed or re-performed, the additional request or
6 modification should be considered a separate order that is subject to additional
7 service order charges.

8 **Q. WHY SHOULD THE COMMISSION ACCEPT CENTURYTEL'S**
9 **PROPOSED LANGUAGE IN SEC. 6.6 AND REJECT SOCKET'S**
10 **PROPOSED LANGUAGE?**

11 A. Socket's language is overly broad and unreasonably assumes that it requires a
12 mere administrative input to add to or modify a pending line conditioning order.
13 However, as I testified above, Socket's language does not acknowledge the
14 possibility that CenturyTel already may have undertaken significant line
15 conditioning activities for Socket by virtue of the pending order and that that
16 work activity may be substantially complete prior to the time that Socket submits
17 its additional or modified line conditioning request. If that is the case, then the
18 substantially complete pending order and the subsequent additional/modified
19 order should be treated as separate orders subject to separate service order
20 charges. Sitting here today, CenturyTel cannot determine whether a Socket
21 request to add to or modify a pending order will require CenturyTel to re-perform
22 a significant amount of additional line conditioning work, or significantly add to
23 line conditioning work that is substantially complete. However, CenturyTel's
24 proposed language reasonably accounts for the possibility, and the Commission
25 should accept CenturyTel's proposed language in Sec. 6.6. Specifically,

CenturyTel's language specifies that, where Socket submits a subsequent order to add to or modify a pending line conditioning order, additional service order charges and line conditioning charges "may" apply. CenturyTel's language says that such charges "may" apply—for example, in those situations identified above that would require CenturyTel to re-perform work or add to work that is substantially complete. However, CenturyTel's proposed language is flexible enough that where Socket's subsequent request to add to or modify a pending can be accommodated before any actual line conditioning work is undertaken, no additional service order charge would apply in that instance. CenturyTel's proposed language accounts for the real-world realities and it is reasonable.

ISSUE 6 (Sec. 6.7): Should Section 6.7 of Article XVIII specify that, to the extent Socket requests from CenturyTel a "shielded cross-connect" for Central Office wiring, that such shielded cross-connect is "subject to applicable charges"?

Q. WHAT IS YOUR UNDERSTANDING OF THE PARTIES' DISPUTE IN ISSUE 6 (SEC. 6.7)?

A. In Section 6.7, the parties have agreed to the following language:

6.7 Socket, at its sole option, may request shielded cross-connects for central office wiring.

Socket disputes CenturyTel's proposal to insert the phrase "subject to applicable charges" at the end of the agreed-to language. CenturyTel proposes to include this language to clarify that, while Socket is entitled to order shielded cross-connects, it is not entitled to obtain them for free. Socket may argue that the price of a shielded cross-connect should be the same as for a standard cross-connect. However, if that is Socket's argument, it is wrong. It requires more labor and

1 material to provide a shielded cross-connect and, therefore, the cost of a shielded
2 cross-connect should be higher.

3 **Q. CAN YOU DESCRIBE HOW THE LABOR AND MATERIAL USED TO**
4 **PROVIDE A STANDARD CROSS-CONNECT IS DIFFERENT THAN**
5 **THAT USED TO PROVIDE A “SHIELDED CROSS-CONNECT”?**

6 A. Running a “shielded” 2-wire cross-connect requires the frame technician to
7 perform one (1) more wire wrap than would be needed in a standard 2-wire cross-
8 connect. A standard 2-wire cross-connect between the distribution frame
9 horizontal and the distribution frame vertical requires the frame technician to
10 perform 4 wire wraps and to pull cross-connect wire between the associated frame
11 positions. The installation of a shielded cross-connect will require an additional
12 wire wrap for the ground at the horizontal end and coordinated grounding (to the
13 frame ground bar). The installation of a shielded cross-connect requires a total of
14 5 wire wraps and increases wire congestion at the protectors.

15 **Q. WHY SHOULD THE COMMISSION ACCEPT CENTURYTEL’S**
16 **PROPOSAL TO INSERT THE PHRASE “SUBJECT TO APPLICABLE**
17 **CHARGES” IN SEC. 6.7?**

18 A. I think there are two primary reasons why the Commission should accept
19 CenturyTel’s proposed language. First, if it is not made clear in the Agreement
20 that CenturyTel provides shielded cross-connects “subject to applicable charges,”
21 Socket or other CLECs operating under these terms, may attempt to interpret the
22 Agreement as requiring CenturyTel to provide shielded cross-connects free-of-
23 charge. Even though that interpretation would be contrary to CenturyTel’s right
24 under the FTA to obtain just and reasonable rates for its services (*See* § 252(c)(2)
25 & (d)), the omission of CenturyTel’s reasonably proposed language would invite
26 such an unreasonable interpretation. Second, to the extent CenturyTel does not

1 currently have an established price for a shielded cross-connect, there are
2 undisputed terms in the parties' Agreement that will allow them to arrive at an
3 appropriate price. Specifically, Section 47.0 of Article III addresses "TBD"
4 pricing and says that the parties will meet and confer to establish an appropriate
5 charge where none is contained in the Agreement. If the parties cannot agree on a
6 price, the parties will use the tariffed rate for the most analogous service until a
7 price is determined under the Dispute Resolution process.

8 **ISSUE 10 (Sec. 10.2 & 10.3): Should Socket's onerous language**
9 **regarding CenturyTel's "spectrum management" policies be**
10 **incorporated into the Agreement?**

11 **Q. WHAT IS YOUR UNDERSTANDING OF THE DISPUTE IN ISSUE 10**
12 **(SECTIONS 10.2 & 10.3)?**

13 A. The dispute in sections 10.2 and 10.3 are again centered around Sockets proposal
14 to utilize non-standard xDSL technology within the CenturyTel network, and the
15 impact of such non-standard technology on CenturyTel's spectrum management
16 policies. Socket's proposed language essentially attempts to unduly restrict or
17 limit CenturyTel's ability to manage its spectrum and binder groups, which is
18 ironic given that Socket's demand to use non-standard xDSL technology may
19 require such management. As I testified to above, CenturyTel opposes the use of
20 non-standard technology and equipment due to its potential service impact on
21 CenturyTel's customers, other CLECs, and special circuits. That
22 notwithstanding, in CenturyTel's proposed Section 10.2, CenturyTel has proposed
23 language that is virtually identical to the FCC's applicable rule, in which
24 CenturyTel has agreed not to designate, segregate or reserve particular loops or
25 binder groups for use solely by an particular advanced services loop technology.

1 However, consistent with the applicable FCC rule, CenturyTel's language also
2 provides an exception for "loops on which a known disturber," as defined by the
3 FCC, is deployed. Socket's language makes no such exception.

4 **Q. WHAT DOES "SPECTRUM MANAGEMENT" MEAN?**

5 A. Spectrum management is the engineering process of distributing services within a
6 binder group and cable based upon the power level and frequencies utilized by
7 each in an effort to ensure mutual compatibility. Poor spectrum management
8 could lead to increased crosstalk interference resulting in reduced service quality
9 within POTS, failure for special circuits, and reduced speeds for xDSL.

10 **Q. WHY SHOULD THE COMMISSION REJECT SOCKET'S PROPOSED**
11 **SECTIONS 10.2 & 10.3 AND ACCEPT CENTURYTEL'S PROPOSED**
12 **SECTION 10.2?**

13 A. Socket's language overreaches the FCC's requirements by unnecessarily
14 restricting CenturyTel's ability to manage spectrum within a binder group.
15 Indeed, Socket's language states that CenturyTel may not "implement, impose or
16 maintain any spectrum management . . . or binder group management program."
17 The addition of multiple broadband disturbers to a cable route will increase the
18 need for the coordinated use of spectrum within the cable. CenturyTel must have
19 the ability to implement a spectrum management and/or binder management
20 policy for its cable routes in order to ensure service quality to its customers,
21 CLECS utilizing the facilities, and for the special circuits that ride the route.
22 CenturyTel's language appropriately tracks the FCC's rule in 47 C.F.R. § 51.232,
23 which only prohibits CenturyTel from designating, segregating or reserving
24 particular loops or binder groups "for use solely by any particular advanced
25 services loop technology." Unlike Socket's proposed language, the rule does not

1 prohibit CenturyTel from having “any” management policies at all, and it does
2 not prohibit CenturyTel from coordinating and managing its binder groups in a
3 competitively neutral manner. CenturyTel will not use its spectrum management
4 policies to intentionally interfere with Socket’s or any carrier’s deployment of
5 DSL services. CenturyTel’s spectrum management policy will be neutrally
6 managed. But CenturyTel is not prohibited by applicable law from prudently and
7 neutrally managing the spectrum in its binder groups, even if only to coordinate
8 with other carriers in such a way as to reduce interference within the binder
9 groups.

10 Moreover, Socket’s language in Section 10.2 refers to an “LFACS” and
11 “LEAD” database, which are terms that refer to AT&T or Bell-specific databases.
12 As I understand it, “LFACS” refers to a Loop Facility Assignment Control
13 System database, and “LEAD” refers to a Loop Engineering Assignment
14 database. CenturyTel does not own, operate or use these specific databases. It is
15 entirely inappropriate and unreasonable to adopt Socket’s proposed Section 10.2
16 when Socket’s proposed terms attempts to impose obligations on CenturyTel’s
17 use of databases it doesn’t even own or use.

18 **ISSUE 11 (Sec. 11.2): Should Section 11.2 of Article XVIII require**
19 **CenturyTel to make “clean loops” and “clean subloops” available for**
20 **all xDSL services and use by all xDSL providers, including Socket?**

21 **Q. WHAT IS YOUR UNDERSTANDING AS TO THE DISPUTE IN ISSUE 11**
22 **(SEC. 11.2)?**

23 A. Socket purports to require CenturyTel to make a “clean loops” and “clean
24 subloops” available for any xDSL service provider, including Socket.
25 Presumably, this language purports to require CenturyTel to make available

1 conditioned, xDSL-capable loops in advance of any CLEC request for such a
2 loop. CenturyTel disputes this provision because, as I stated above, CenturyTel's
3 loops in excess of 12,000 ft. would require extensive line conditioning in order to
4 make them "clean" out to 18,000 ft. CenturyTel is entitled under the FTA to
5 recover its costs incurred in such conditioning.

6 **Q. WHY SHOULD THE COMMISSION REJECT SOCKET'S PROPOSED**
7 **SECTION 11.2?**

8 A. First, applicable law does not require CenturyTel to make available "clean" loops
9 and subloops for any carrier prior to a carrier actually requesting an xDSL-
10 capable loop or subloop. Socket's demand simply overreaches the requirements
11 of applicable law. Second, as I stated above, CenturyTel would incur significant
12 costs in "cleaning" or conditioning loops over 12,000 ft., and CenturyTel is
13 entitled to recover its costs for such conditioning under the FTA. It would not be
14 able to do so if it pre-cleaned or pre-conditioned all or some of its loops before
15 any carrier requested them. To the extent Socket's wants line conditioning,
16 CenturyTel will provide it subject to applicable charges. Of course, if Socket
17 requests an xDSL loop and a "clean loop" already is available, CenturyTel will
18 make it available to Socket.

19 **IV.**

20 **ARTICLE XIII (OSS) DISPUTED ISSUE**
21 **RELATED TO "LOOP MAKEUP INFORMATION"**

22
23 **ARTICLE XIII JOINT ISSUE STATEMENT (OSS): Should the**
24 **Agreement contain an Article addressing Operations Support Systems**
25 **issues?**

26 **Q. WHAT IS THE PURPOSE OF THIS PORTION OF YOUR TESTIMONY?**

1 A. Socket has demanded in its proposed Article XIII (OSS) that CenturyTel
2 implement certain electronic access to OSS. To the extent that Socket is
3 demanding access to Loop Makeup Information by means of an electronic system
4 in the xDSL loop qualification process, my testimony is intended to demonstrate
5 that this request unreasonable, unnecessary and prohibitively costly.

6 **Q. WHAT HAS SOCKET DEMANDED WITH RESPECT TO ELECTRONIC**
7 **INTERFACE OSS FOR THE XDSL LOOP QUALIFICATION PROCESS?**

8 A. It is not exactly clear to CenturyTel what Socket's demands are with respect to
9 electronic loop qualification. The parties have negotiated language on loop
10 qualification that provides for a manual process "[u]ntil such time as access to
11 Loop Makeup Information is available via an electronic interface[.]" The manual
12 process is not in dispute between the parties. However, it appears that Socket is
13 demanding, as part of its broader demand for full electronic OSS, electronic
14 access to databases containing Loop Makeup Information. Loop Makeup
15 Information, as set forth in the Agreement, may include: (a) actual loop length;
16 (b) the length by gauge; (c) the presence of repeaters, load coils, or bridged taps;
17 and where the information is available, (d) the approximate location, type, and
18 number of bridged taps, load coils, and repeaters; and (e) the presence, location,
19 type, and number of pair-gain devices, DLC and/or DAML.

20 **Q. PLEASE DESCRIBE THE VARIOUS DATABASES CENTURYTEL USES**
21 **TO ACCESS LOOP MAKEUP INFORMATION.**

22 A. Unlike RBOCs that have developed and deployed, at great cost, specific loop
23 qualification databases, CenturyTel has no single database serving as a repository
24 for loop engineering records. CenturyTel has multiple databases and systems
25 from which it gleans the information constituting Loop Makeup Information.

1 Specifically, CenturyTel relies on two primary databases or system applications to
2 identify Loop Makeup Information—"MARTENS" and "StellarMap."
3 "MARTENS," among other things, is a plant records database. It is not a "loop
4 records" database, but it does contain some information regarding loops in
5 CenturyTel's physical plant. However, it typically does not contain loop-specific
6 records identifying the end-to-end engineering of a specific loop. For example,
7 MARTENS would be able identify the presence of physical devices and/or cross-
8 connects (including bridged taps, load coils and repeaters) on a circuit's route. It
9 typically would not, for example, identify the loop length or loop gauge of the
10 circuit. To identify the loop length and gauge, CenturyTel would access
11 "StellarMap." StellarMap has a separate database that correlates to some of the
12 information in MARTENS. As used in the manual loop qualification process,
13 StellarMap presents a graphical representation of the overall network. It is not
14 designed to provide customer-specific record information. The graphical
15 representation that it does provide is not unlike a geographic map, but with
16 graphical representations of loop segments and other outside plant. Using its link
17 to certain MARTENS records, the StellarMap graphic can identify the number
18 and location of physical devices and/or cross-connects on a circuit. In addition,
19 CenturyTel can use StellarMap to identify loop gauge and to calculate the length
20 of a loop to a customer. I say "calculate" because StellarMap does not provide
21 the loop length per se, but rather the lengths of loop segments. Therefore, a
22 CenturyTel engineer has to add up the length of the loop segments to determine
23 the actual loop length. As shown above, a CenturyTel engineer would use both

1 MARTENS and StellarMap in a process to identify Loop Makeup Information,
2 whether that information is need by CenturyTel or needed to respond to a request
3 for such information by Socket.

4 CenturyTel also has developed a web-based tool, posted on CenturyTel's
5 website and accessible to anyone who has access to the Internet, that "pre-
6 qualifies" a customer for ADSL service. This web-based tool is the primary tool
7 that CenturyTel uses to qualify its retail customers for ADSL service. The tool is
8 available to anyone who has access to CenturyTel's website, including
9 CenturyTel's own customers. The tool is linked to a database that is based on
10 three primary data parameters—the customer's phone number, the distance of the
11 customer from a serving office or remote terminal, and the location of
12 CenturyTel's installed DSLAMs (either at a central office or remote terminal).
13 When a telephone number is entered into the web tool, the customer or the
14 CenturyTel representative, as the case may be, receives a "yes" or "no" response
15 as to whether ADSL service is available for that customer based on the
16 customer's location and his/her proximity to an installed DSLAM. If a customer
17 requests DSL service and this "pre-qualification" process returns a "yes" response
18 to the initiated query, CenturyTel will generate a "customer service request" to
19 provision the ADSL service to the customer.

20 In some instances, the web-tool query does not return a "yes" or "no"
21 answer, but rather a response indicating that the availability of DSL service to a
22 particular customer must be qualified "manually." In those instances, CenturyTel
23 must conduct a manual loop qualification process to determine whether DSL

1 service is available. This process may include research into Loop Makeup
2 Information as contained in CenturyTel's records and databases.

3 **Q. TO THE EXTENT SOCKET'S DEMANDS INCLUDE HAVING A REAL-**
4 **TIME, ELECTRONIC INTERFACE TO THE DATABASES USED BY**
5 **CENTURYTEL TO ACCESS LOOP MAKEUP INFORMATION, WHAT**
6 **IS CENTURYTEL'S POSITION?**

7 A. It my understanding, based on reports of negotiations with Socket, that Socket is
8 under the impression that CenturyTel has and uses a "loop record" database for
9 loop qualification. Apparently, Socket believes that CenturyTel purchased such a
10 system or database when it purchased certain Verizon (f/k/a GTE) network assets
11 in the state of Missouri. That simply is not the case. Rather, CenturyTel uses
12 various resources to provide Loop Makeup Information on a loop, including the
13 three different systems and/or databases discussed above.

14 With respect to CenturyTel's web-based tool used to allow CenturyTel's
15 customers to determine for themselves whether ADSL service is available, the
16 database used by that tool is the same database CenturyTel uses internally to "pre-
17 qualify" its customers. Socket actually has real-time access to that tool today.
18 Nothing prevents Socket from going to CenturyTel's website and querying the
19 telephone number of a customer. The response provided will be a "yes," "no," or
20 a response to the effect that the customer needs to be "manually" qualified.
21 However, because the database only contains the location of CenturyTel's
22 installed DSLAMs, its responses would be more relevant for Socket's resale
23 customers who desire xDSL service. In other words, because the database
24 supporting the tool does not contain the location of Socket's DSLAMs or the

1 location of customers from those DSLAMs, Socket could not rely on it to “pre-
2 qualify” its UNE customers.

3 CenturyTel is not required to build a database or maintain a database that
4 includes the location of Socket’s DSLAMs or the distance between customers
5 served by CenturyTel’s network and Socket’s DSLAMs. Those locations and
6 distances are not part of the data that constitutes CenturyTel’s Loop Makeup
7 Information. Thus, in order to be able to rely on such a tool for its UNE
8 customers, Socket would need to develop its own database, either on its own or
9 with the assistance of a third party, similar to that developed by CenturyTel.

10 With respect to “MARTENS” and “StellarMap,” I cannot say with
11 certainty whether Socket demands an electronic interface to both systems and/or
12 databases. However, since the full range of Loop Makeup Information is gleaned
13 only from both systems, CenturyTel must assume that that is Socket’s demand.
14 Given the low order volume from Socket, and from CLECs generally in the state
15 of Missouri, the costs of developing these systems with partitioned electronic
16 access is prohibitively costly. These systems are proprietary commercial systems
17 for which CenturyTel operates under licenses. Therefore, part of those costs must
18 necessarily include the costs to Socket to obtain the necessary licenses. At
19 bottom, these costs simply are not justified by Socket’s order volume, particularly
20 given that CenturyTel has agreed to provide Socket with requested Loop Makeup
21 Information via a manual process within three (3) business days of Socket’s
22 request. Not only is this provisioning interval consistent with the time it takes
23 CenturyTel’s engineers to research such information for its own retail purposes, it

1 is a reasonable interval that allows Socket a meaningful opportunity to compete
2 for customers. CenturyTel's parity obligations require nothing more.

3 **Q. WHAT HAS CENTURYTEL AGREED TO PROVIDE SOCKET USING**
4 **THE MANUAL LOOP QUALIFICATION PROCESS?**

5 A. It should be noted that CenturyTel is not required to "qualify" a loop at a CLEC's
6 request. Rather, as I understand the FCC's rules, CenturyTel's obligation is to
7 provide the CLEC access to Loop Makeup Information so that the CLEC can
8 evaluate for itself whether a particular loop is xDSL capable and/or requires line
9 conditioning to make it so. *See* 47 C.F.R. § 51.319(g). To that end, CenturyTel
10 has agreed to respond to Socket's request for Loop Makeup Information within
11 three (3) business days of its request.

12 **Q. DOES PROVIDING LOOP MAKEUP INFORMATION TO SOCKET**
13 **WITHIN THREE (3) BUSINESS DAYS OF ITS REQUEST PROVIDE**
14 **SUCH INFORMATION AT PARITY WITH HOW CENTURYTEL**
15 **PROVIDES SUCH INFORMATION TO ITSELF?**

16 A. Yes. To the extent CenturyTel is required to manually qualify a loop for its own
17 customer, three (3) business days is a reasonable estimation of the amount of time
18 it would take CenturyTel's engineering department to research and access the
19 appropriate information for its own use. When a CenturyTel customer requests
20 xDSL service, and CenturyTel is required to determine whether provisioning such
21 service is possible through a manual loop qualification process, CenturyTel
22 attempts to provision the service to the customer within about five (5) business
23 days. Thus, CenturyTel endeavors to complete any manual loop qualification
24 within about three (3) business days in order to have the service turned up for the
25 customer in about five (5) business days.

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

2 **A. Yes, it does.**