Exhibit No.:
Issue(s): *Article XVIII (xDSL)*
Witness: *Michael L. Elford*
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

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 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.

Michael L. Elford

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

Notary Public

My Commission expires: upon death

Susan Putman
#80799

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MICHAEL L. ELFORD

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

I.
IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME.

A. My name is Michael L. Elford.

Q. ARE YOU THE SAME MICHAEL L. ELFORD WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT ISSUES DO YOU ADDRESS IN YOUR TESTIMONY?

A. My direct testimony supported CenturyTel's position with respect to disputed issues in Article XVIII, which relate to the xDSL terms and conditions to be incorporated into the Agreement. In my rebuttal testimony, I will respond to the direct testimony of Socket's witness, Steven E. Turner, on the same or similar issues. In an effort to help the Commission correlate my rebuttal testimony with my direct testimony, I have addressed the issues in the order I addressed them in my direct testimony.

II.
GENERAL REBUTTAL
OF MR. TURNER'S DIRECT TESTIMONY

Q. IN A GENERAL WAY, COULD YOU SUMMARIZE WHAT YOU BELIEVE TO BE MR. TURNER'S PRIMARY POSITION(S) WITH RESPECT TO ARTICLE XVIII?

A. Yes. It appears that Mr. Turner's primary position—indeed, his only position on several issues—is that the Commission should impose the same or similar xDSL provisions on CenturyTel that it adopted for AT&T (f/k/a SBC) in the M2A2 Arbitration.

Q. AFTER NOTING THE COMMISSION'S REVIEW AND APPROVAL OF DSL TERMS IN THE M2A2 ARBITRATION, MR. TURNER STATES: "ABANDONING THIS WORK WITH RESPECT TO CENTURYTEL DOES NOT MAKE SENSE BECAUSE THE SAME TECHNOLOGY THAT WORKS FOR DSL WITH SBC OR VERIZON COPPER ALSO WORKS WITH CENTURYTEL AS WELL." DO YOU AGREE WITH MR. TURNER'S STATEMENT?

A. No. First, CenturyTel is not asking the Commission to abandon the work it did on xDSL terms in the M2A2 Arbitration. Mr. Turner's suggestion to the contrary indicates that he does not have personal knowledge regarding the negotiations between Socket and CenturyTel. The vast majority of the xDSL terms to which CenturyTel and Socket agreed are the same as or similar to those approved in the M2A2 Arbitration. Second, contrary to Mr. Turner's testimony, it makes perfect "sense" to recognize, in certain specific instances, the significant differences between CenturyTel's network and the networks of larger RBOCs like AT&T and Verizon. CenturyTel's network on the whole has been engineered differently than those of the RBOCs because of the more rural environments in which CenturyTel serves its customers. I testified about these differences in my direct testimony. As nothing in Mr. Turner's testimony attempts to specifically rebut my testimony on this point, I will not address those differences again here. However, the Commission should know that these network differences are the primary reason why CenturyTel does not agree with certain of Socket's proposed xDSL terms.

Q. COULD YOU PLEASE DESCRIBE THE NATURE OF THE PARTIES' NEGOTIATIONS ON ARTICLE XVIII, AND HOW CENTURYTEL CAME TO DISPUTE CERTAIN OF SOCKET'S PROPOSED XDSL PROPOSALS?

A. Yes. Socket proposed its Article XVIII to CenturyTel, representing that it contained xDSL terms that were the same as, or similar to, the xDSL terms approved by the Commission in the M2A2 Arbitration. During CenturyTel's review process, CenturyTel discovered that

some of Socket's proposed terms—for example, terms related to Acceptance and Cooperative Testing—actually were not consistent with the Commission's determinations in the M2A2 Arbitration. While the parties were able to resolve those specific issues, that point is significant insofar as Mr. Turner's testimony suggests that Socket is only trying to avail itself of the xDSL terms previously approved by the Commission and nothing more.

More to point at issue here, I and various CenturyTel engineers reviewed Socket's proposed terms—understanding that they were purportedly the same terms approved in the M2A2 Arbitration—with the goal of accepting as much of the "SBC language" as possible, and disputing and/or offering counterproposals on only those terms that were not consistent with CenturyTel's network engineering, sound engineering practices and/or applicable law. Basically, CenturyTel sought to agree with as much M2A2 language as possible except for those provisions that did not adequately account for the technical and operational differences between CenturyTel and SBC, or that clearly were not consistent with the law.

III.
REBUTTAL ON SPECIFIC DISPUTED ARTICLE XVIII ISSUES

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), and 10 (Sec. 10.6)]

Q. WHAT IS CENTURYTEL'S CONCERN REGARDING SOCKET'S PROPOSAL THAT IT BE PERMITTED CONTRACTUALLY TO DEPLOY "NON-STANDARD" XDSL TECHNOLOGY?

A. I address this issue in my direct testimony, but I'll elaborate on CenturyTel's concern here. CenturyTel's overriding concern that, if allowed to deploy non-standard xDSL technology and equipment, the non-standard equipment Socket may use to provide such services may

have higher power and frequency outputs, or be a reverse xDSL application,[1] that will interfere with the services already provided over loops in the same binder group or in the same cable. This concern is particularly relevant if Socket attempts to provide the non-standard xDSL service beyond the traditional 18,000 ft. and the service is considered a high- or higher-speed xDSL service. In that situation, such high-speed services over such distances almost certainly will require non-standard equipment using higher power and frequency outputs in order to propagate the signal over the longer distances. That non-standard equipment, therefore, almost certainly will interfere with existing services provided over the same cable and/or binder group.

Q. MR. TURNER STATES THAT "THE REASON THIS ["NON-STANDARD TECHNOLOGY"] LANGUAGE WAS INITIALLY INCORPORATED INTO THE DSL SECTION IS BECAUSE THERE IS SO MUCH DEVELOPMENT OCCURRING IN THE AREA OF DSL WITH RESPECT TO THE TYPES OF TECHNOLOGIES THAT CAN BE USED TO DEPLOY DSL-TYPE SERVICES." CAN YOU RESPOND?

A. I agree with Mr. Turner's statement for so far as it goes—xDSL technology continues to develop. However, I strongly disagree with the implication of Mr. Turner's statement, which suggests that unless this "non-standard" technology language is incorporated into the Agreement, Socket will be deprived of the ability to deploy new xDSL technologies as they are developed by the industry. That is simply not the case. Mr. Turner's suggestion demonstrates his unfamiliarity with the xDSL terms to which the parties already have agreed. For example, the parties already have agreed to incorporate into the Agreement the FCC's

[1] Some xDSL technology types utilize separate frequency bands for their upstream and downstream transmission paths. Reverse xDSL refers to the use of a standard xDSL system in a non-standard manner, such as by transmitting a downstream signal in an upstream direction or by transmitting an upstream signal in a downstream direction.

definition of what constitutes an advanced services technology that is "presumed acceptable" for deployment. Section 2.6 of Article XVIII, which is not in dispute, states:

> 2.6 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

Moreover, Section 3.4, which is not in dispute, provides:

> 3.4 CenturyTel shall not deny Socket's request to deploy any loop technology that is presumed acceptable for deployment unless it demonstrates to the Commission that Socket's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services, in accordance with FCC rules.

Therefore, the undisputed terms of the Agreement already provide that Socket will be permitted to deploy not just "standard" xDSL technology, but any xDSL technology falling within the broader definition of what is "presumed acceptable" for deployment. As Mr. Turner himself concedes, it is a "very general definition." *See* Turner Direct at 10:27-11:4. In addition to "standard" technology, that definition includes any other xDSL technology that has been successfully deployed by any other carrier in any other state, approved by the FCC or any state commission, and/or approved by an industry standards body. Thus, even a "non-standard" technology—to the extent it has been successfully deployed by any carrier nationwide without significantly degrading the performance of other services, or has been approved by the FCC, any state commission or an industry standards body—could fall within the definition of an xDSL technology that is "presumed acceptable" for deployment. As this definition clearly is broad enough to cover advancements in new xDSL technologies on a

national scope, Socket's additionally proposed language on "non-standard" xDSL technologies is unnecessary.

If Socket wants to develop new xDSL technologies itself, the undisputed terms of the Agreement do not prevent that. In fact, as I stated in my direct testimony, the undisputed terms of Sections 4.5.1 and 4.5.2 state that CenturyTel will reasonably cooperate with Socket in the testing and deployment of new xDSL technologies. However, given the potential for service disruption caused by untested, unproven and/or non-standardized xDSL technologies, CenturyTel should not be required to permit Socket's deployment of a new or non-standard xDSL technology until Socket has qualified such technology as "presumed acceptable" for deployment. Not only is this entirely consistent with FCC rule 51.230, it is a reasonable request that Socket not be permitted to put the services of other customers served by CenturyTel's network at risk or treat CenturyTel's network as its own private laboratory. With proper effort on Socket's part, it can qualify a new or non-standard technology as "presumed acceptable" for deployment without heightening the risks of service disruption and/or interference. CenturyTel does not agree with Mr. Turner's suggestion that the absence of Socket's proposed "non-standard" xDSL technology terms will "thwart" the development of new technology. *See* Turner Direct at 15:22-16:3.

Q. MR. TURNER IDENTIFIES "RADSL" AS AN EXAMPLE OF AN XDSL TECHNOLOGY THAT IS CAPABLE TODAY OF PROVIDING DSL SERVICE ON LOOPS IN EXCESS OF 18,000 FT. COULD YOU PLEASE COMMENT ON MR. TURNER'S USE OF "RADSL" AS AN EXAMPLE?

A. Yes. RADSL technology would be considered "standard" xDSL technology since single carrier RADSL uses the same power spectral density (PSD) as ADSL technology.[2] As such, it is provisioned with standardized power and frequency requirements that allow it to co-exist with other xDSL technologies in the same cable and/or binder groups. One of the important technical parameters of RADSL, as Mr. Turner acknowledges, is that it is provisioned with "a lower transmission speed." Turner Direct at 17:1-3. Therefore, it does not require power and frequency outputs beyond the standard ranges and, therefore, likely would not cause the same level of signal degradation or interference with other services deployed in the same cable. Moreover, as a standard xDSL technology, RADSL would qualify under the Agreement's broad definition of a technology that is "presumed acceptable" for deployment, not as a "non-standard" xDSL technology. Thus, this is a safe example for Socket to use, but one that is not particularly relevant to CenturyTel's concern about Socket's deployment of "non-standard" xDSL technology. The problem with Socket's proposed "non-standard" xDSL terms is that they open the door for Socket's deployment of other more offending technologies that actually seek to obtain higher transmission speeds over greater distances by using very high (and non-standard) power and frequency outputs. These are the technologies that likely will cause the higher incidences of service degradation on other loops.

[2] According to T1.TR-59-1999, RADSL utilizes the same Frequency Division Duplexing (FDD) Power Spectral Density (PSD) as ADSL and can be considered standard xDSL. T1.TR.59-1999 (TR-59) is a technical report which describes the RADSL metallic loop interface that was written by the Alliance for Telecommunications Industry Solutions' (ATIS) Network Interface, Power, and Protection (NIPP) Committee.

Q. MR. TURNER STATES THAT THE COMMISSION SHOULD ACCEPT SOCKET'S PROPOSED "NON-STANDARD" TECHNOLOGY TERMS, IN PART, BECAUSE "THERE ARE LIABILITY [AND INDEMNITY] PROVISIONS THAT PLACE ALL OF THE COST BURDENS OF USING A NON-STANDARD DSL TECHNOLOGY ON THE PARTY [] THAT INCORPORATES THE NON-STANDARD DSL TECHNOLOGY INTO THE NETWORK." DO YOU AGREE?

A. No. I am an engineer, not a lawyer. However, my understanding of Liability and Indemnity provisions is that they basically apportion damages and decide the parties' obligations only after a claim arises. Mr. Turner appears to agree. *See* Turner Direct at 16:5-8 (arguing that Liability and Indemnification provisions "protect whichever party might be harmed if problematic DSL technology is deployed in the loop network." (emphasis added)). Therefore, such provisions are focused on the parties' liabilities only after something goes wrong. As an engineer, I am more concerned about preventing service disruption than apportioning blame and costs after disruption or damage occurs. Furthermore, I doubt that the presence of Liability and Indemnity provisions in this Agreement will be any comfort to the customer who has difficulty placing telephone calls or accessing the Internet from her home because her neighbor subscribes to Socket's interfering, non-standard DSL service. The presence of Liability and Indemnity provisions in the Agreement should not be interpreted as a license to allow Socket to engage in deployment practices that may jeopardize the quality of services provided to other customers served by CenturyTel's network. As shown above, Socket already has the ability to deploy a broad array of xDSL technologies, to develop new technologies, and to qualify any xDSL technology as "presumed acceptable" for deployment. To further "allow" and "encourage" Socket to deploy "non-standard" xDSL technologies in CenturyTel's network without any prior demonstration that such technologies will not significantly degrade other services is

unreasonable and is an unsound operational practice. Non-standard or new technologies simply must be tested and proven before they are deployed in the network.

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 6.2.1 & 6.2.2) and 9 (Sec. 9.2)]

Q. HAS THIS ISSUE BEEN RESOLVED BY THE PARTIES?

A. Yes. The parties have agreed to resolve this general issue, which affects numerous contract provisions. Specifically, CenturyTel has agreed to the following Socket-proposed provisions and/or language, which will be incorporated into Article XVIII of the Agreement:

2.2 The term "conditioning" as used herein shall refer to the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridged taps, load coils, low pass filters, repeaters and range extenders. Upon request by Socket, CenturyTel shall provide line conditioning at the conditioning rates set forth in the Article VII, Appendix: UNE Pricing Schedule to this Agreement ("Pricing Schedule"), and subject to the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.

4.4 [CenturyTel agreed to withdraw it's objection to the following sentence in Section 4.4:] "In no event shall the denial be based on loop length." However, Section 4.4 still contains disputed language not resolved by the parties that pertains to a different issue."

6.2.1 For loops that are less than a distance of 17,500 feet in Actual Loop Length between the CenturyTel Central Office and the end user customer's premises CenturyTel shall (a) condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap and load coils at no additional charge beyond the non-recurring conditioning charge assessed on all xDSL capable loops and (b) remove repeaters at the per occurrence rate set forth in the Pricing Schedule.

6.2.2 If Socket requests conditioning to remove excessive bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 17,500 feet or greater, CenturyTel shall condition the loop as requested, to produce a clean loop at the rates set out in the Pricing

Schedule.

9.2 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop and transferring to a new loop or subloop is a solution identified by CenturyTel to resolve the trouble ticket, CenturyTel, at its sole option may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from Socket on a loop or subloop currently in service and CenturyTel determines that an LST can be performed, the appropriate CenturyTel Local Operations Center ("LOC") or functionally equivalent organization will contact Socket to inform it that an LST will be performed in lieu of Socket's requested conditioning. In such cases where CenturyTel elects to perform an LST to resolve the identified trouble, CenturyTel shall perform the LST at no charge for loops less than 17,500 feet in actual loop length (with the exception of repeaters if such exist); and on loops greater than 17,500 feet in actual loop length, CenturyTel shall charge Socket as if it performed the requested conditioning. Socket shall not be obligated to pay any maintenance or trip charges for CenturyTel's technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an CenturyTel network-related problem, Socket will not be charged the possible conditioning charges described above or for CenturyTel's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-CenturyTel network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in this Agreement will apply. If an LST is performed, CenturyTel shall work with reasonable diligence to minimize end-user customer service outage.

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?

Q. MR. TURNER STATES THAT, IN SECTION 4.4, CENTURYTEL DISPUTES LANGUAGE THAT WOULD REQUIRE IT TO PROVIDE INFORMATION TO SOCKET ABOUT THE REASON FOR DENYING A SOCKET ORDER FOR AN XDSL-CAPABLE LOOP OR SUBLOOP. IS THIS LANGUAGE IN DISPUTE?

A. No. Prior to filing direct testimony, the parties agreed upon language that would require CenturyTel to provide such information "within two (2) business days of the denial." While

other language in Section 4.4 remains in dispute, this particular language has been resolved. Therefore, Mr. Turner's direct testimony on page 12, line 16 through page 14, line 3 is inaccurate.

Q. MR. TURNER IDENTIFIES THE FOLLOWING SENTENCE IN SECTION 4.4 AS BEING IN DISPUTE AS WELL: "IN NO EVENT SHALL THE DENIAL BE BASED ON LOOP LENGTH." DOES CENTURYTEL DISPUTE THIS SENTENCE IN SECTION 4.4 AS PROPOSED BY SOCKET?

A. No. As I stated above, CenturyTel has withdrawn its objection to this particular language proposed by Socket in Section 4.4.

Q. WITH RESPECT TO SECTION 4.4, MR. TURNER FURTHER STATES THAT "CENTURYTEL SEEKS TO DRAMATICALLY ALTER THE REMEDY THAT IS PROVIDED FOR IN THE M2A SUCCESSOR AGREEMENT WHEN THERE IS A DISPUTE BETWEEN CLEC AND THE INCUMBENT WITH REGARDS TO THE DENIAL OF SERVICE." COULD YOU RESPOND?

A. Certainly. Mr. Turner's statement refers to the last sentence of Socket's proposed Section 4.4, which states that where CenturyTel denies Socket's request for an xDSL loop or subloop, CenturyTel must nevertheless continue to provision the requested loop or subloop to Socket pending the outcome of the Dispute Resolution process. However, Mr. Turner's statement does not address at all CenturyTel's primary reason for objecting to the language. As I stated in my direct testimony, the language does not reflect reality. There may be instances—such as when the requested loop is served behind an IDLC and there are no spare copper facilities or UDLC option—when facilities simply are not available. In such instances, CenturyTel could not possible comply with this provision as drafted by Socket because there are no facilities to continue to provision. Please see my direct testimony on this issue.

Q. WITH RESPECT TO CENTURYTEL'S OBJECTION TO THE LAST SENTENCE OF SOCKET'S PROPOSED SECTION 4.4, MR. TURNER ALSO STATES THAT "ONCE AGAIN, CENTURYTEL HAS FALLEN SQUARELY IN THE CORNER AGAINST THE CONSUMERS IN THE STATE OF MISSOURI." IS THAT TRUE?

A. Absolutely not. If facilities are available, and CenturyTel rejects Socket's xDSL loop or subloop order for an entirely different reason, CenturyTel has no dispute with continuing to provision the disputed loop or subloop pending resolution via the Dispute Resolution process. The problem CenturyTel has with this sentence of Section 4.4 is that is simply makes no allowances for instances when CenturyTel cannot possibly provision facilities because they are not available or do not exist. CenturyTel's position has nothing to do with attempting to "play out" a dispute between the parties "to the detriment of a customer." Rather, it is about Socket attempting to impose a contract provision knowing that, in some instances, CenturyTel will be forced to breach it due to no fault of its own.

Q. WITH RESPECT TO SOCKET'S PROPOSED LANGUAGE IN SECTION 4.4 REQUIRING CENTURYTEL TO PROVISION AN XDSL LOOP OR SUBLOOP IN THE EVENT OF A DENIAL, MR. TURNER ALSO STATES THAT SECTION 3.4 PROVIDES CENTURYTEL WITH ADEQUATE PROTECTION IN THE EVENT CENTURYTEL'S DENIAL IS DUE TO SOCKET'S DEPLOYMENT OF A SERVICE THAT SIGNIFICANTLY DEGRADES THE PERFORMANCE OF OTHER SERVICES. COULD YOU RESPOND?

A. Yes. As I said above, if the reason for the denial is due to the potential significant degradation of other services caused by Socket's deployed xDSL service, CenturyTel would agree to continue provisioning the xDSL loop or subloop to Socket while the parties followed the processes in the Agreement to resolve the issue. The issue, for CenturyTel, is that Section 4.4 does not account for situations where continued provisioning is not possible due to lack of facilities or technical infeasibility.

Having said that, it important for the Commission to note that the Section 3.4 that Mr. Turner cites as given CenturyTel "protection" provides that CenturyTel can deny Socket's request to deploy an xDSL technology "that is presumed acceptable for deployment" only after demonstrating to the Commission that Socket's deployed technology will significantly degrade the performance of other advanced services or traditional voice band service. Importantly, this "protection" only applies to Socket technologies "presumed acceptable" for deployment, not to other "non-standard" technologies that fall outside that definition and that Socket would like the ability to deploy under this Agreement.

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?

Q. HAS THIS ISSUE BEEN RESOLVED BY THE PARTIES?

A. Yes. As I stated above, the parties have resolved this issue.

Q. MR. TURNER STATES THAT THE PARTIES' DISPUTE IN SECTION 9.2 RELATED TO "LINE STATION TRANSFERS" (LST) SHOULD BE DECIDED CONSISTENTLY WITH THE ISSUE OF THE APPLICATION OF LINE CONDITIONING CHARGES. HAS THIS ISSUE BEEN RESOLVED BY THE PARTIES?

A. Yes. The parties have resolved this issue.

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?"

Q. WITH RESPECT TO THE PARTIES' DISPUTE IN SECTION 6.6, HAS MR. TURNER ACCURATELY DESCRIBED THE DISPUTE?

A. No, not entirely. Mr. Turner correctly states that this issue is about what charges apply when Socket requests "additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters" on an xDSL loop or subloop. Mr. Turner also is correct to the extent he

states that Socket will pay an initial service order charge for line conditioning when it requests the xDSL-capable loop or subloop. However, his testimony is incorrect on many other aspects of the issue.

Q. COULD YOU PLEASE EXPLAIN WHERE MR. TURNER'S TESTIMONY IS INACCURATE?

A. Yes. First, Mr. Turner inaccurately states that "CenturyTel has inserted language that would require that a separate service order charge always be applicable." (emphasis added). Yet, he does not identify to what specific language he is referring. CenturyTel has proposed no such language. To the extent an initial service order charge always applies to line conditioned loops, that application is by virtue of the language Socket proposed in this Agreement. To the extent Mr. Turner, by his statement, actually intends to assert that CenturyTel has proposed that another service order charge—separate and apart from the initial service order charge—always applies to xDSL loops, that is just not correct. CenturyTel has proposed no such global charge.

What CenturyTel actually has proposed in Section 6.6 is language that acknowledges that, where Socket already has ordered line conditioning and then submits an order for additional or modified line conditioning requirements, that CenturyTel be permitted to recover its extra costs, if applicable. As I testified in direct testimony, there "may" be instances where Socket's supplemental line conditioning requests would actually cause CenturyTel to augment or re-perform line conditioning tasks requested in Socket's initial order that already have been completed or are substantially complete. Please see my direct testimony at page 18, line 17 through page 20, line 10. In such instances, particularly where CenturyTel would be required to again dispatch its technicians to the field to augment or re-

perform work already performed, charging Socket an additional line conditioning service order is reasonable and appropriate.

Q. IS MR. TURNER ACCURATE TO THE EXTENT HE STATES THAT CENTURYTEL'S PROPOSAL WOULD REQUIRE THAT AN ADDITIONAL LINE CONDITIONING SERVICE ORDER CHARGE "ALWAYS" WOULD APPLY.

A. No. CenturyTel's proposed language specifically states that "additional service order charges and conditioning charges may apply." (emphasis added). The use of the word "may" is intentional, as it acknowledges that there likely will be situations where Socket's requested for additional or modified line conditioning can be accommodated by simple administrative inputs before actual line conditioning work is completed. Please see my direct testimony at page 19, line 8 through page 20, line 10.

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 THIS DISPUTE ALL ABOUT?

A. Section 6.7 already provides that "Socket, at its sole option, may request shielded cross-connects for central office wiring." This dispute is simply about whether CenturyTel's proposed language—"subject to applicable charges"—should be added to the end.

Q. DOES THERE APPEAR TO BE A REAL DISPUTE ABOUT WHETHER SOCKET SHOULD PAY APPLICABLE SHIELDED CROSS-CONNECT CHARGES?

A. No. Mr. Turner states that "Socket has no objection to paying for shielded cross-connects." Turner Direct at 21:2. He further says that Socket's objection to adding the phrase "subject to applicable charges" is due to the fact that "the language already contained in the parties' agreement explicitly requires the payment of 'applicable charges' for a shielded cross-connect." However, Mr. Turner does not identify the specific language already contained in

the Agreement to which he is referring, and I am not aware of any that explicitly says Socket will pay applicable shielded cross-connect charges. That is why CenturyTel is proposing such language here. It appears that Socket has no issue saying that it will pay applicable charges for a shielded cross-connect, its just not willing, for whatever reason, to say it in the Agreement.

Q. IN ADDITION TO WHAT YOU'VE ALREADY STATED IN YOUR DIRECT TESTIMONY, ARE THERE OTHER REASONS WHY THE COST OF A SHIELDED CROSS-CONNECT WOULD COST MORE THAN A SIMPLE CROSS-CONNECT?

A. Every CenturyTel central office (CO) has single pair jumper wire available at the Main Distribution Frame (MDF) for use in establishing cross-connects between the horizontal and vertical side of the MDF. CenturyTel does not have shielded cross-connect wire available for Socket today because CenturyTel does not utilize shielded wire for its own cross-connects. The cost for utilizing shielded cross connect wire would be significantly higher than the cost for utilizing standard cross connect wire.

If Socket exercises its option of ordering shielded cross-connects for use in CenturyTel's COs, CenturyTel will have to special order a Socket-approved spool of shielded wire and the installation of a additional wire dispenser for every office where it may be needed. In addition, any spool of Socket-approved shielded cross-connect wire would have to be ordered in "standard" spool sizing, not just in the length Socket would require for a particular cross-connect. A standard Socket-approved spool of shielded cross-connect wire would likely contain 500 feet of shielded cross-connect wire. These factors—CenturyTel not having shielded cross-connect wiring currently available, having to special order such wire to Socket's specifications, having to special order such wire in standard spool sizes, and having

to purchase the associated hardware for dispensing the wire—also would contribute to the higher costs associated with Socket's order of shielded cross-connects as opposed to standard cross-connects.

Q. MR. TURNER ALSO STATES THAT SOCKET IS CONCERNED ABOUT CENTURYTEL "DENYING OR DELAYING [SOCKET'S] ACCESS" TO A SHIELDED CROSS-CONNECT BECAUSE THERE CURRENTLY IS NO SPECIFIC SHIELDED CROSS-CONNECT CHARGE IN THE AGREEMENT'S PRICING APPENDIX. HOW WOULD YOU RESPOND TO THIS CONCERN?

A. Socket's concern is unfounded and meritless. As I stated in my direct testimony, the parties' agreed to language in Article III, Section 47 governing "To Be Determined" (TBD) pricing. That provision specifically acknowledges the possibility that certain services under the Agreement may not have a corresponding price or charge contained in the Agreement and, therefore, are deemed subject to "TBD" prices. However, important to Socket's concern, that provision also states that prior to Socket ordering any such service, and within 5 business days of a request, the parties will meet and confer on the applicable price. Further, Article III, Section 47 specifies that, if the parties don't agree on a price, they will adopt the price of the closest analogous service as an "interim" rate, subject to true-up once the actual rate is established. Therefore, Socket's concern about being delayed or denied a shielded cross-connect because there is no specific charge in the Agreement has no merit. In a situation where the parties disagree over the applicable charge, the undisputed terms of the Agreement would operate so as not to delay or deny a shielded cross-connect to Socket, but rather to facilitate its provision to Socket using an "interim" rate derived from an analogous service. The parties contemplated the possibility that some charges would not be set forth in the Agreement, and they agreed to the operative language in Article III, Section 47. The

Commission should permit the language to which the parties jointly agreed to take effect as it was intended by the parties.

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

Q. HAVE THE PARTIES RESOLVED SECTIONS 10.2 AND 10.3 OF ISSUE 10?

A. Yes. The parties have resolved Sections 10.2 and 10.3 of Issue 10. Specifically, the parties have agreed to incorporate the following provisions into Section 10 of Article XVIII:

> 10.0 SPECTRUM MANAGEMENT
>
> 10.1 The parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §§ 51.231-233, as such rules may be modified from time to time. Socket will advise CenturyTel of the Power Spectral Density ("PSD") mask approved or proposed by the Network Interface, Power, and Protection Committee (NIPP) of the Alliance for Telecommunications Industry Solutions (ATIS) (f/k/a T1.E1) that reflects the service performance parameters of the technology to be used. Socket, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL loop or subloop, Socket will notify CenturyTel as to the type of PSD mask Socket intends to use on the ordering form and, if and when a change in PSD mask is made, Socket will notify CenturyTel as set forth in Section 4.3 above. Socket will abide by standards pertinent for the designated PSD mask type.
>
> 10.2 [intentionally omitted]
>
> 10.3 [intentionally omitted]

Section 10.6 of Issue 10 remains in dispute between the parties. However, that specific provision is related to whether Socket should be permitted to deploy "non-standard" xDSL technology under the Agreement, which I have addressed above.

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?

Q. HAS ISSUE 11 BEEN RESOLVED BY THE PARTIES?

A. Yes. The parties have resolved Issue 11 in its entirety. CenturyTel has agreed to incorporate the following Socket-proposed provisions into Article XVIII of the Agreement:

> 11.1 The rates for xDSL Loops, xDSL Subloops, Loop Conditioning, and cross-connects are set forth in the Pricing Schedule to the Agreement. These rates are interim. Either Party may request that the Missouri Public Service set permanent rates during the course of this Agreement.
>
> 11.2 CenturyTel will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When Socket orders an Loop or Subloop that will be used to provide XDSL services, CenturyTel will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. Neither CenturyTel or CenturyTel's retail and/or advanced services affiliate shall not be given preferential access to "clean loops," or "clean subloops" nor shall such "clean loops" or "clean subloops" be reserved exclusively for ADSL services.

IV.
CONCLUSION

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.