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Witness: William L. Voight
Sponsoring Party: MO PSC Staff
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Case No.: LC-2008-0049
Date Testimony Prepared: February 15, 2008

MISSOURI PUBLIC SERVICE COMMISSION

UTILITY OPERATIONS DIVISION

FILED²

APR 23 2008

REBUTTAL TESTIMONY

OF

Missouri Public
Service Commission

WILLIAM L. VOIGHT

CHARTER FIBERLINK-MISSOURI VS. CENTURYTEL

CASE NO. LC-2008-0049

Jefferson City, Missouri
February 2008



Exhibit No. 10
Case No(s) LC-2008-0049
Date 4/2/08 Rptr MV

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

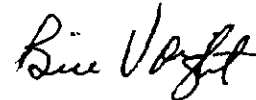
Complaint of Charter Fiberlink-Missouri,)
LLC Seeking Expedited Resolution and)
Enforcement of Interconnection)
Agreement Terms Between Charter)
Fiberlink-Missouri, LLC and CenturyTel)
of Missouri, LLC)

Case No. LC-2008-0049

AFFIDAVIT OF WILLIAM L. VOIGHT

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

William L. Voight, of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 15 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.



William L. Voight

Subscribed and sworn to before me this 14th day of February, 2008.



SUSAN L. SUNDERMEYER
My Commission Expires
September 21, 2010
Callaway County
Commission #06942066



Notary Public

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REBUTTAL TESTIMONY
OF
WILLIAM L. VOIGHT
CHARTER FIBERLINK-MISSOURI VS. CENTURYTEL
CASE NO. LC-2008-0049

Q. Please state your name and give your business address.

A. My name is William L. Voight and my business address is P.O. Box 360,
200 Madison Street, Jefferson City, Missouri 65102.

Q. By whom are you employed and in what capacity?

A. I am employed by the Missouri Public Service Commission as a
supervisor in the Telecommunications Department. I have general supervisory
responsibility for staff recommendations pertaining to tariff filings, certificate
applications, interconnection agreements, and telephone company mergers and
acquisitions. In conjunction with other staff persons, I provide staff recommendations on
a wide variety of other matters before the Commission including rule makings,
complaints filed with the Commission, and Commission comments to the Federal
Communication Commission (FCC). My duties have also involved participation as a
member of the Commission's Arbitration Advisory Staff, which is comprised of subject
matter experts who assist an arbitrator in disputes involving the Federal
Telecommunications Act of 1996. Lastly, I participate in and coordinate special projects,
as assigned by management. Examples of special projects include Case No. TW-2004-
0324, a Study of Voice over Internet Protocol in Missouri, and Case No. TW-2004-0471,
a Commission-appointed Task Force to study expanded local calling in Missouri. As

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1 necessary and appropriate, I also provide assistance to the Commission, upper
2 management, and members of the General Assembly on legislative matters.

3 **Q. What is your education and previous work experience?**

4 A. I received a Bachelor of Science degree with a major in economics from
5 Lincoln University in Jefferson City, Missouri. A copy of relevant work history is
6 attached as Schedule 1.

7 **Q. Have you previously testified before the Commission?**

8 A. Yes, a copy of previous testimonies is attached as Schedule 2.

9 **Q. What is the purpose of your rebuttal testimony?**

10 A. On August 24, 2007, Charter Fiberlink, LLC (Charter), filed a complaint
11 with the MoPSC against CenturyTel of Missouri (CenturyTel). On January 18, 2008
12 witnesses for both Charter and CenturyTel filed direct testimony. My rebuttal testimony
13 is responsive to the direct testimony of Mr. Guy E. Miller, III, filed on behalf of
14 CenturyTel.

15 **Q. Would you please provide an executive summary of your testimony?**

16 A. Yes. The only issue for the Commission to decide in this case is whether
17 CenturyTel is authorized to bill Charter for telephone number porting. The Staff believes
18 CenturyTel is not authorized to apply such a rate since a telephone number porting charge
19 is not contained in the Parties' Interconnection Agreement. In addition, the Staff finds the
20 application of rates contained within CenturyTel's tariff and Service Guide are not
21 applicable and do not justify the application of a telephone number porting charge. The
22 Staff recommends the Commission uphold Charter's complaint by finding that the
23 Agreement does not authorize CenturyTel to charge for telephone number porting.

1 **Q. Mr. Miller states that Charter's complaint is premature and in**
2 **violation of its dispute resolution obligations under the Parties' Agreement (Miller**
3 **Direct Testimony; page 30, line 22). What is your response?**

4 A. CenturyTel makes the same argument in its September 26, 2007 Motion to
5 Dismiss. At page 5 of that Motion, CenturyTel also alleges the Commission is without
6 jurisdiction to hear this matter. Staff notes Mr. Miller's further statement that CenturyTel
7 does not intend to further pursue its jurisdictional challenge (Miller Direct Testimony;
8 page 31, line 1). Based on Mr. Miller's testimony, the Staff suggests CenturyTel should
9 withdraw its Motion to Dismiss.

10 **Q. Mr. Miller addresses the Federal Communications Commission's**
11 **(FCC's) cost recovery rule (Direct Testimony; page 11, line 13); an FCC ruling in**
12 **Case No. 04-91 (Direct Testimony; page 15, line 3); an FCC "Third Report and**
13 **Order" (Direct Testimony; page 15, line 14); and administrative processing or**
14 **"transaction" fees associated with local service requests by wireless telephone**
15 **providers (Direct Testimony; page 17, line 7). What is your response?**

16 A. Mr. Miller's testimony on these matters is acknowledged and respected by
17 the Staff. However, the Staff asserts that such discussions are antidotal and not
18 particularly germane to the issue at hand. In the Staff's view, Mr. Miller's testimony
19 would be much more on point if this were an arbitration hearing, and the Commission
20 was being asked to decide matters of policy, cost, price, engineering and so forth. Rather,
21 this case should be viewed solely as one of contract interpretation.

22 **Q. What issues must the Commission decide in this case?**

1 A. The only issue for the Commission to decide in this case is whether
2 CenturyTel is authorized to apply a charge for porting telephone numbers to Charter.

3 **Q. Does the Parties' Interconnection Agreement contain such a charge?**

4 A. No, it does not. There is no charge for porting telephone numbers
5 identified in CenturyTel's Agreement with Charter. Section 15 of the Agreement, which
6 prescribes the Parties' obligations with respect to local number portability, contains no
7 reference to charges for porting telephone numbers. Moreover, the various pricing
8 attachments to the Agreement are devoid of any charges for number porting. A copy of
9 Section 15 of the Agreement is attached to my testimony as Schedule 3.

10 **Q. Do you have an example of a CenturyTel interconnection agreement**
11 **that does contain number porting charges?**

12 A. Yes. Attached to my testimony is Schedule 4, which is one such example.

13 **Q. Please describe Schedule 4.**

14 A. Schedule 4 is a copy of the relevant pages of Section XII of CenturyTel's
15 Interconnection Agreement with Socket Telecom, Inc. (Socket). As can be seen, Section
16 XII is titled "Local Number Portability – Permanent Number Portability." The particular
17 charge for number porting may be seen in paragraph 7.2.1.1, as shown on page 5 of 5 of
18 Article XII, which is attached as Schedule 4-2. As can be seen, the charge is \$3.92 per
19 port order.

20 **Q. What is the significance of Schedule 4?**

21 A. Schedule 4 shows a Commission-approved Interconnection Agreement
22 that contains a rate for telephone number porting. The charge is contained in Schedule 4-
23 2 at paragraph 7.2.1.1. Even though the rate element is labeled "Service Order Charge"

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1 the rate element is contained within the telephone number portability section of the
2 Agreement. In the Staff's view, setting forth the *agreed upon* charge in the number
3 portability section of the Agreement makes it clear that the charge is for number
4 portability.

5 Pursuant to the Telecommunications Act of 1996, local interconnection charges,
6 such as the rate at issue in this case, are required to be submitted to the Commission for
7 approval. As can also be seen in paragraph 1.0 on Schedule 4-1, the \$3.92 rate is
8 reciprocal; that is to say, CenturyTel and Socket charge each other the same rate for the
9 same telephone number porting service. The significance of Schedule 4 is that no similar
10 agreement between CenturyTel and Charter has ever been presented to the Commission.
11 Consequently, there is no basis for either carrier to impose a number porting charge on
12 the other.

13 **Q. At page 3 of its September 26, 2007 Motion to Dismiss, CenturyTel**
14 **alleges that Charter owes more than \$120,000 in telephone number porting charges.**
15 **At the time of his testimony, Mr. Miller stated that the dollar amount owed was**
16 **\$128,844.45 (Miller Direct; page 10, line 20). This amount is confirmed in the**
17 **testimony of Ms. Pam Hankins on behalf of CenturyTel (Hankins Direct Testimony,**
18 **page 3, line 19). If CenturyTel truly believes a telephone number porting charge**
19 **should apply to Charter, what, in the Staff's view, does CenturyTel need to do?**

20 **A.** The Parties are operating under an Agreement that was entered into in
21 August 2001 (Charter's August 23, 2007 Complaint, paragraph 7). In the Staff's view, if
22 CenturyTel believes such charges are appropriate, it should seek to amend the Agreement
23 so that telephone number porting charges are clearly set forth in the Agreement. By way

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1 of example, Schedule 4-2 offers a rate of \$3.92 that has been previously negotiated by
2 CenturyTel for such purposes.

3 **Q. What rate does CenturyTel charge Charter for local number**
4 **portability?**

5 A. In its initial August 23, 2007 Complaint (paragraph 14), Charter alleged
6 that CenturyTel charged \$19.78 for telephone number porting. According to Mr. Schremp
7 of Charter, the rate at one time was \$19.78 but Charter has recently been billed a rate of
8 \$23.44 for each telephone number ported (Schremp Direct Testimony; page 9, lines 23-
9 25). The \$19.78 is characterized by CenturyTel witness Hankins as an "inappropriate"
10 unbundled network element switch port rate that was inadvertently charged to Charter but
11 has since been corrected (Hankins Direct Testimony; page 11, line 4). According to
12 Charter's October 26, 2007 Reply to CenturyTel's Motion to Dismiss (page 14), the rate
13 is \$23.44 in non-competitive exchanges and a slightly higher rate of \$23.48 is charged in
14 competitive exchanges.

15 **Q. What activities are covered by the \$23.44 and \$23.48 rates CenturyTel**
16 **purportedly charges Charter for telephone number porting?**

17 A. Mr. Miller states that these charges are found in Section 5, Sheet 4 of
18 CenturyTel's [General Exchange] tariff. These charges are known as "Service Ordering
19 Charges" and are, quite simply, the rates charged to business customers that order new
20 telephone service from CenturyTel, or that request changes to existing CenturyTel
21 service. If the customer's request is for new telephone service, the rate is said to be an
22 Initial Order Charge, which may also be properly referred to as an installation charge. A
23 Subsequent Order Charge applies to customers who subsequently request that existing

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1 service be moved, added to, or changed. Interestingly, Service Ordering Charges do not
2 apply to customers who cancel service with CenturyTel, which is typically the case in
3 number porting situations. The relevant tariff sheets describing Service Ordering Charges
4 are attached to my testimony as Schedule 5.

5 **Q. Since it is not contained in the Parties' contractual agreement, how**
6 **does CenturyTel attempt to justify its local number portability charge to Charter?**

7 A. One attempt to justify the charge is with use of CenturyTel's Mo. P.S.C.
8 No. 1 General and Local Exchange Tariff. This position is set forth beginning on page 13
9 of CenturyTel's September 26th Motion to Dismiss, and on pages 24-26 of Mr. Miller's
10 Direct Testimony.

11 **Q. What is your response to CenturyTel's position that a tariff governs**
12 **the number portability charges it seeks to impose on Charter?**

13 A. The tariff cited by CenturyTel (CenturyTel Mo. No. 1) is not applicable to
14 the number porting activities involving Charter. This is especially true because Charter
15 does not resell CenturyTel's telephone service. Absent express references to the contrary,
16 CenturyTel's General and Local Exchange Tariff governs the "retail" telephone exchange
17 service provided by CenturyTel to business and residential end-users, and does not
18 contain "wholesale" rates charged to other telephone companies.

19 **Q. Mr. Miller makes the following statement:**

20
21 **An initial service order charge is billed for the first order**
22 **submitted by an entity on an individual account. Subsequent**
23 **service order charges may be billed if that same entity issues**
24 **subsequent service orders for the same individual account**
25 **(Direct Testimony; page 22, line 22).**
26

27 **How do you respond?**

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1 A. As is clearly set out in B.1.a of Schedule 5-2, CenturyTel's Initial Order
2 Charges apply for "*connections of service*." From the Staff's perspective, whatever may
3 be said about Charter's request for CenturyTel to port telephone numbers, clearly such
4 requests do not involve connections of CenturyTel telephone service. In the Staff's view,
5 CenturyTel is simply attempting to misapply the rate application.

6 CenturyTel's Initial Service Order rates taken from its "retail" Tariff No. 1 are
7 contrasted with CenturyTel's P.S.C. Mo. Tariff No. 10, which is CenturyTel's
8 "wholesale" tariff.

9 **Q. Please explain the purpose of CenturyTel's wholesale Mo. Tariff No.**
10 **10.**

11 A. As shown on Schedule 6 of this testimony, the purpose of CenturyTel's
12 Tariff No. 10 is to provide interconnection rates, terms and conditions to local exchange
13 carriers that do not have an interconnection agreement with CenturyTel or, alternatively,
14 Tariff 10 forms the basis of tariff charges for carriers who *do have* an interconnection
15 agreement with CenturyTel, but such agreement contains an *express* incorporation of
16 tariffed rates, terms, and conditions.

17 **Q. Please explain the significance of Tariff No. 10 to the instant case.**

18 A. Although CenturyTel is not proposing to apply Tariff No. 10 to Charter in
19 this case, Tariff No. 10 is instructive in at least two respects. First, Tariff 10 makes it
20 obvious that [initial] service charges are synonymous with installation of telephone
21 exchange service – a function clearly not being performed by CenturyTel in the case of
22 Charter. Rather, Charter's service request is merely for CenturyTel to port telephone
23 numbers, and does not have anything to do with asking CenturyTel to install telephone

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1 service. Plainly stated, Charter does not resell CenturyTel telephone service; clearly,
2 CenturyTel's attempt to impose service order charges onto Charter represents a
3 misguided attempt to apply installation charges when nothing is being installed by
4 CenturyTel in the first instance.

5 Secondly, Tariff No. 10 is significant because its stated purpose – the application
6 of wholesale tariffed rates, terms, and conditions when *expressly* referenced in an
7 interconnection agreement – is clearly not applicable in the case with the
8 CenturyTel/Charter Agreement. Instead of containing an express reference to a particular
9 tariff, the Agreement between CenturyTel and Charter contains but vague tariff
10 generalities which distort the definition of tariffs to an unacceptable level. Clearly,
11 CenturyTel's attempt to impose telephone installation charges on Charter for telephone
12 number porting stretches any meaningful purpose of using tariffs to form the basis of
13 legitimate cost recovery.

14 **Q. Does the Staff oppose use of tariffs as rate and service determinants of**
15 **local interconnection?**

16 A. No. The Staff is not opposed to the concept of using tariffs, either retail or
17 wholesale, for the purpose of establishing contractual rates, terms, and conditions for
18 local interconnection between two telephone utilities. In fact, some aspects of local
19 interconnection, such as collocation arrangements, are noticeably set forth in tariffs.
20 However, use of tariffs in this manner must be *expressly* set forth in Commission-
21 approved interconnection agreements – a situation which has not occurred in the case of
22 CenturyTel's attempt to apply local number portability charges to Charter.

1 **Q. Mr. Miller states that CenturyTel's tariffs are made a part of the**
2 **CenturyTel/Charter Interconnection Agreement (Miller Direct Testimony, page 24,**
3 **lines 1 and 16; page 25, line 13). What is your response?**

4 A. The precise interconnection agreement wording references only tariffs that
5 are *applicable* to the Services that are offered for sale. This language may be found in
6 paragraph 1.1 of the Agreement, and is attached to my testimony as Schedule 7. The
7 language referenced to by Mr. Miller is CenturyTel's "Service Ordering Charge," which
8 represents the charge end-user customers incur for "connections of [telephone] service",
9 which is a function clearly not occurring when Charter completes a local service request
10 to port a telephone number from CenturyTel. The problem with CenturyTel's approach is
11 that the installation charge it attempts to impose on Charter is not applicable to Charter
12 because Charter's request has nothing to do with a request (from anybody) for
13 CenturyTel to install telephone service; rather, Charter's request is to simply port a
14 telephone number.

15 **Q. Other than the CenturyTel tariff sheets attached as Schedule 5, do**
16 **any of CenturyTel's other tariffs describe the purpose of service charges?**

17 A. Yes, CenturyTel's P.S.C. Mo. No. 10, which is its wholesale tariff
18 attached as Schedule 6, contains a "Service Charges" section whose scope is stated as
19 follows:

20 The purpose of this section is to provide installation rates for
21 services provided by the company to Competitive Local Exchange
22 Carriers (CLEC) customers.

23
24 Service Charges are defined thusly:

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William L. Voight

1 A service charge is a non-recurring flat charge applicable to the
2 initial establishment of service. This charge includes but is not
3 limited to:

- 4 a. Establishment of basic access line service to the protector.
5 b. Directory service.
6 c. Number changes requested by the customer.
7 d. Establishment of any service as provided for in this tariff.
8 e. Reconnection of service temporarily suspended.
9 f. Expediting the establishment of service.
10

11 In the Staff's view, the above wording from Tariff No. 10 reinforces Tariff No. 1's
12 description of service charges as being synonymous with [initial] installation charges.
13 When taken individually or in tandem, Tariffs No. 1 and 10 clearly establish the principal
14 that an [initial] service order charge involves the initial establishment of service. Indeed,
15 that is its very purpose. As has been repeatedly demonstrated in this testimony, the
16 purpose of such charge has nothing to do with porting telephone numbers from one
17 carrier to another.

18 **Q. What other means are used by CenturyTel to justify number porting**
19 **charges to Charter?**

20 A. Mr. Miller's testimony describes CenturyTel's use of a "Service Guide" as
21 justification of installation charges assessed to Charter (Miller Direct Testimony; page
22 25, line 10).

23 **Q. Mr. Miller testifies that a "Service Guide" is CenturyTel's "standard**
24 **document that sets forth the generally available terms, conditions, and prices under**
25 **which CenturyTel offers service" (Miller Direct Testimony; page 25, line 8). What is**
26 **your response?**

27 A. The term "Service Guide" is not defined in the Glossary nor am I able to
28 find any reference to such a term in the CenturyTel/Charter Interconnection Agreement.

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1 Apparently, whatever this document is, it has not been submitted to the Commission for
2 approval. Mr. Miller seems to take solace in the rates, terms, and conditions of
3 interconnection that are purported to be contained in such a document. Moreover, Mr.
4 Miller appears to believe that such rates, terms, and conditions may be changed
5 unilaterally from time-to-time (Miller Direct Testimony; page 26, line 11). From the
6 Staff's perspective, CenturyTel should not expect the Commission to uphold rates, terms,
7 and conditions of carrier-to-carrier interconnection that have not submitted to the
8 Commission for approval. In this regard, the Staff views CenturyTel's actions as
9 disconcerting.

10 **Q. Mr. Miller states that the General Terms and Conditions of the**
11 **Agreement permit its Service Guide to be defined as a tariff (Miller Direct**
12 **Testimony; page 26, lines 7-13). What is your response?**

13 A. CenturyTel's characterization of its Service Guide as a tariff is
14 counterintuitive and diametrically opposite to both a common understanding as well as
15 the Commission's definition of a tariff. 4 CSR 240-3.010 (28) defines a tariff thusly:

16 Tariff means a document published by a public utility, *and approved by*
17 *the commission*, that sets forth the services offered by that utility and the
18 rates, terms and conditions for the use of those services (emphasis added).
19

20 CenturyTel's Service Guide is obviously not a tariff and should not be referred to
21 as such. CenturyTel's position in this matter appears as an attempt to relegate all manner
22 of unauthorized pamphlets and brochures to the status of Commission-approved tariffs,
23 which may be changed at CenturyTel's arbitrary whim and will.

24 **Q. If CenturyTel prevails in its claim that its Service Guide is**
25 **tantamount to a tariff, can you provide an example of how such characterization**

1 **would permit CenturyTel to arbitrarily change the interconnection rates it charges**
2 **other telecommunications carriers such as Charter?**

3 A. Yes. The \$23.44 service installation rate CenturyTel purportedly charges
4 Charter for porting telephone numbers in non-competitive exchange areas was raised on
5 October 1, 2007 to \$23.88. A copy of CenturyTel's current and previous tariff sheets are
6 seen on Schedules 5-4 and 5-5. Similar rates in competitive exchange areas may also be
7 raised by CenturyTel at any time of its choosing. Because the rates charged to end-users
8 in CenturyTel's tariffs may be arbitrarily increased without any cost justification, so too
9 would CenturyTel be permitted to arbitrarily increase interconnection rates to other
10 carriers if it were permitted to use tariffs as a substitute for interconnection agreements
11 without express references to such purposes. In the Staff's view, such arbitrary price
12 increases are antithetical to the Telecommunications Act of 1996, which contemplates
13 that interconnection rates should contain some basis of cost.

14 **Q. Mr. Voight, what is your recommendation for the Commission in this**
15 **proceeding?**

16 A. The Staff recommends the Commission decide this complaint in favor of
17 Charter because the CenturyTel/Charter Interconnection Agreement lacks a proper
18 foundation upon which to implement telephone number porting charges. Specifically, the
19 Staff recommends the Commission:

- 20 ✓ Rule that CenturyTel has improperly billed Charter for telephone number
21 porting.
22 ✓ Rule that the Parties' Interconnection Agreement does not authorize either
23 party to bill the other for telephone number porting.

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1 ✓ Prohibit and further enjoin CenturyTel from asserting that Charter is in
2 default of the Parties' Agreement for non-payment of telephone number
3 porting charges.

4 **Q. Would you please summarize your testimony?**

5 A. Yes. A telephone number porting charge is not contained in the
6 interconnection agreement between Charter and CenturyTel and the Staff is not
7 convinced that the rates contained in CenturyTel's tariff and Service Guide is applicable
8 to telephone number portability. An example of an interconnection agreement that does
9 contain a telephone number porting charge is found in paragraph 7.2.1.1 of the
10 CenturyTel/Socket Agreement, the relevant pages of which are attached to this testimony
11 as Schedule 4. Because the CenturyTel/Charter Agreement does not contain a similar
12 telephone number porting charge, the Staff recommends the Commission decide this
13 complaint in favor of Charter.

14 Rather than rely on a telephone number porting charge, the charge CenturyTel
15 attempts to impose on Charter is an Initial Service Order charge which, as shown in
16 Schedule 5, is synonymous with an installation charge. CenturyTel's attempts to impose
17 such charges on Charter are without merit because Charter's request - which is to simply
18 port telephone numbers - has nothing to do with installing telephone service. Rather,
19 Charter's requests are tantamount for CenturyTel to disconnect telephone service. To the
20 extent that CenturyTel's tariffs may have *any* bearing in this matter (which Staff suggests
21 they do not), CenturyTel's tariff states that service order charges *do not* apply when
22 service is disconnected.

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1 The Code of State Regulations define tariffs as *Commission-approved* documents
2 and CenturyTel's attempt to redefine the word "tariff" to include CenturyTel's non-
3 Commission approved "Service Guide" should not be countenanced by the Commission.
4 Staff fears that acceptance of CenturyTel's position in this regard would permit the
5 Company to include any manner of non-Commission approved pamphlets and brochures
6 to become part of CenturyTel's tariff.

7 The CenturyTel/Charter Interconnection Agreement does not contain a charge for
8 telephone number porting. Consequently, CenturyTel advocates use of its General
9 Exchange Tariff as the basis for the telephone service order installation charge it seeks to
10 impose on Charter. Because its service order charges are not regulated, CenturyTel is
11 permitted to indiscriminately raise its tariff rates for these services. Consequently,
12 acceptance of CenturyTel's position in this case would permit CenturyTel to unilaterally
13 establish such interconnection rates, without any showing of cost justification. In the
14 Staff's view, such indiscriminate rate establishment and subsequent automatic price
15 increases thereafter are antithetical to those aspects of the Telecommunications Act that
16 establish the fundamental principal of cost-based interconnection rates.

17 Because CenturyTel has not established a basis for telephone number porting
18 charges in its Agreement with Charter, the Staff recommends the Commission find in
19 favor of Charter in this case.

20 **Q. Does this conclude your Rebuttal Testimony?**

21 **A. Yes, it does.**

William L. Voight

SUMMARY OF WORK EXPERIENCE

1974 – 1985 **United Telephone Company**, I began my telephone career on February 4, 1974, as a central office equipment installer with the North Electric Company of Gallion, Ohio. At that time, North Electric was the manufacturing company of the United Telephone System. My duties primarily included installation of all forms of central office equipment including power systems, trunking facilities, operator consoles, billing systems, Automatic Number Identification systems, various switching apparatuses such as line groups and group selectors, and stored program computer processors.

In 1976, I transferred from United's manufacturing company to one of United's local telephone company operations – the United Telephone Company of Indiana, Inc. I continued my career with United of Indiana until 1979, when I transferred to another United Telephone local operations company – the United Telephone Company of Missouri. From the period of 1976 until 1985, I was a central office technician with United and my primary duties included maintenance and repair of all forms of digital and electronic central office equipment, and programming of stored program computer processors. United Telephone Company is today known as **Embarq**.

1985-1988 In 1985, I began employment with **Tel-Central Communications, Inc.**, which at that time was a Missouri-based interexchange telecommunications carrier with principal offices in Jefferson City, Missouri. As Tel-Central's Technical Services Supervisor, my primary duties included overall responsibility of network operations, service quality, and supervision of technical staff. Tel-Central was eventually merged with and into what is today MCI.

In conjunction with Tel-Central, I co-founded **Capital City Telecom**, a small business, "non-regulated" interconnection company located in Jefferson City. As a partner and co-founder of Capital City Telecom, I planned and directed its early start-up operations, and was responsible for obtaining financing, product development, marketing, and service quality. Although Capital City Telecom continues in operations, I have since divested my interest in the company.

1988-1994 In 1988, I began employment with **Octel Communications Corporation**, a Silicon Valley-based manufacturer of Voice Information Processing Systems. My primary responsibilities included hardware and software systems integration with a large variety of Private Branch eXchange (PBX), and central office switching systems. Clients included a large variety of national and international Local Telephone Companies, Cellular Companies and Fortune 500 Companies. Octel Communications Corporation was later merged with Lucent Technologies.

1994-Present **Missouri Public Service Commission**

William L. Voight

TESTIMONY EXPERIENCE

- | | |
|--------------------|--|
| Case No. TR-96-28 | In the Matter of Southwestern Bell's tariff sheets designed to increase Local and Toll Operator Service Rates. |
| Case No. TT-96-268 | In the Matter of Southwestern Bell Telephone Company's tariffs to revise PSC Mo. No. 26, Long Distance Message Telecommunications Services Tariff to introduce Designated Number Optional Calling Plan. |
| Case No. TA-97-313 | In the Matter of the Application of the City of Springfield, Missouri, through the Board of Public Utilities, for a Certificate of Service Authority to Provide Nonswitched Local Exchange and Intrastate Interexchange Telecommunications Services to the Public within the State of Missouri and for Competitive Classification. |
| Case No. TA-97-342 | In the Matter of the Application of Max-Tel Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive. |
| Case No. TA-96-345 | In the Matter of the Application of TCG St. Louis for a Certificate of Public Convenience and Necessity to provide Basic Local Telecommunication Services in those portions of St. Louis LATA No. 520 served by Southwestern Bell Telephone Company. |
| Case No. TO-97-397 | In the Matter of the Petition of Southwestern Bell Telephone Company for a Determination that it is Subject to Price Cap Regulation Under Section 392.245 RSMo. (1996). |
| Case No. TC-98-337 | Staff of the Missouri Public Service Commission, Complainant, vs. Long Distance Services, Inc., Respondent. |
| Case No. TO-99-227 | Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-Region InterLATA Services Originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996. |
| Case No. TA-99-298 | In the Matter of the Application of ALLTEL Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive. |
| Case No. TO-99-596 | In the Matter of the Access Rates to be Charged by Competitive Local Exchange Telecommunications Companies in the State of Missouri. |
| Case No. TO-99-483 | In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service After the Passage and Implementation of the Telecommunications Act of 1996. |

Case No. TO-2001-391	In the Matter of a further investigation of the Metropolitan Calling Area Service after the passage and implementation of the Telecommunications Act of 1996.
Case No. TO-2001-416	In the Matter of Petition of Fidelity Communications Services III, Inc. Requesting Arbitration of Interconnection Agreement Between Applicant and Southwestern Bell Telephone Company in the State of Missouri Pursuant to Section 252 (b)(1) of the Telecommunications Act of 1996.
Case No. TO-2001-467	In the Matter of the Investigation of the State of Competition in the Exchanges of Southwestern Bell Telephone Company.
Case No. TT-2002-129	In the Matter of AT&T Communications of the Southwest, Inc.'s Proposed Tariff to Establish a Monthly Instate Connection Fee and Surcharge.
Case No. TC-2002-1076	Staff of the Missouri Public Service Commission, Complainant, vs. BPS Telephone Company, Respondent.
Case No. TK-2004-0070	In the Matter of the Application of American Fiber Systems, Inc. for Approval of an Agreement with Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, Under the Telecommunications Act of 1996.
Case No. CO-2005-0066	In the Matter of the Confirmation of Adoption of an Interconnection Agreement with CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/ba CenturyTel by Socket Telecom, LLC
Case No. TO-2003-0257	In the Matter of the Request from the Customers in the Rockaway Beach Exchange for an Expanded Calling Scope to Make Toll-Free Calls to Branson
Case No. IO-2006-0086	Application of Sprint Nextel Corporation for Approval of the Transfer of Control of Sprint Missouri, Inc., Sprint Long Distance, Inc. and Sprint Payphone Services, Inc. From Sprint Nextel Corporation to LTD Holding Company.
Case No. LT-2006-0162	In the Matter of Tariff No. 3 of Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.
Case No. TM-2006-0272	In the Matter of the Application for Approval of the Transfer of Control of Alltel Missouri, Inc. and the Transfer of Alltel Communications, Inc. Interexchange Service Customer Base.
Case No. TT-2006-0474	In the matter of McLeodUSA Telecommunications Services, Inc.'s Tariff Filing to Increase its Missouri Intrastate Access Rates.
Case No. TC-2007-0111	Staff of the Public Service Commission of the State of Missouri, Complainant, vs. Comcast IP Phone, LLC, Respondent.
Case No. TC-2007-0341	Socket Telecom, LLC, Complainant, vs. CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, d/b/a CenturyTel, Respondents.

Case No. TC-2007-0307

In the Matter of CenturyTel of Missouri, LLC d/b/a CenturyTel
and Spectra Communications Group, LLC d/b/a CenturyTel Tariff
Filings to Grandfather Remote Call Forward Services To Existing
Customers and Existing Locations.

14.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Charter's suggestion or request pursuant to the procedures identified in Section 14.3. At the end of such ninety-(90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy Centium Call Second (Hundred Call Second) and blocking percentages), then Verizon may hold Charter financially responsible for the excess facilities.

14.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that Charter suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour Centium Call Second (Hundred Call Second) and blocking percentages), then Verizon may hold Charter financially responsible for the excess facilities. At any time during the relevant ninety-(90) day period, Charter may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold Charter financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

15. Number Portability - Section 251(B)(2)

15.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP ("Long-term Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

- 15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.
- 15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability (INP) in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 15.4. The Parties shall provide INP on a reciprocal basis.

15.4.1 In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available only where LNP is not commercially available or not required by FCC orders and regulations. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's End Office. Party B shall provide Party A with an appropriate "forward-to" number.

15.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by either Party.

15.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.

15.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grandfathered, subject to Section 15.4.5, below.

15.4.5 In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to

LNP by December 31, 2000 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.

15.4.6 Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing INP-served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.

15.4.7 When, through no fault of Verizon's, all INP has not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to Charter at the tariff rate(s) for the subject jurisdiction.

15.5 Procedures for LNP Request

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC rules.

15.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.5.

16. Transport and Termination of Indirect Interconnection Traffic

16.1 Network Interconnection Architecture Traffic to be Exchanged.

The Parties shall reciprocally terminate mandatory EAS, optional EAS and IntraLATA Toll originating on each other's networks utilizing Indirect Network Interconnections.

16.2 Network Interconnection Architecture.

Each Party will plan, design, construct and maintain the facilities within their respective systems as are necessary and proper for the provision of traffic covered by this Agreement. These facilities include but are not limited to, a sufficient number of trunks to the point of interconnection with the tandem company, and sufficient interoffice and interexchange facilities and trunks between its own central offices to adequately handle traffic between all central offices within the service areas at P.01 grade of service or better.

**ARTICLE XII: LOCAL NUMBER PORTABILITY - PERMANENT
NUMBER PORTABILITY**

**1.0 PROVISION OF LOCAL NUMBER PORTABILITY – PERMANENT NUMBER
PORTABILITY**

- 1.1 CenturyTel and Socket shall provide to each other, on a reciprocal basis, Permanent Number Portability (PNP) in accordance with requirements of the Act.

2.0 DEFINITIONS

- 2.1 For purposes of this Section, the following definitions apply:

- 2.1.1 Coordinated Hot Cut (CHC) – a combined simultaneous effort between local service providers to perform the completion of a local service request order.
- 2.1.2 Donor Party – The Donor Party is the Party receiving the number port request and is relinquishing the ported number.
- 2.1.3 Local Routing Number (LRN)- is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 2.1.4 “Permanent Number Portability” (PNP) is a long-term method of providing Local Number Portability (LNP) using LRN.
- 2.1.5 Recipient Party – The Recipient Party is the Party initiating the number port request and is receiving the ported number.
- 2.1.6 Unconditional Ten-Digit Trigger Method (TDT) – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

**3.0 LOCAL ROUTING NUMBER – PERMANENT NUMBER PORTABILITY (LRN-
PNP)**

- 3.1 Each of the Party’s End Office Switches is LRN-PNP capable.
- 3.2 Requirements for LRN-PNP.

ARTICLE XII: LOCAL NUMBER PORTABILITY –
PERMANENT NUMBER PORTABILITY

CenturyTel/Socket

Page 5 of 5

FINAL CONFORMING

block of DID numbers. If a pilot number is ported, Socket must designate one of the remaining numbers as the pilot.

- 6.4.2 CenturyTel and Socket shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.
- 6.4.3 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
- 6.4.4 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 6.4.5 Each Party shall abide by the guidelines of the North American Numbering Council (NANC) and the associated industry guidelines for provisioning and implementation processes.
- 6.4.6 Each Party shall become responsible for the end user's other telecommunications-related items, *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end user's telephone number to its switch.

7.0 PRICING

- 7.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party agrees to pay, for CHC service at the "additional time and material" rates set forth below.
- 7.2 For calculating compensation, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.
 - 7.2.1 Rates for CHC.
 - 7.2.1.1 Service Order Charge - \$3.92 per Order. This charge applies per Local Service Request (LSR).
 - 7.2.1.2 CHC – 1st Hour - \$42.84
 - 7.2.1.3 CHC - Add'l Quarter Hour - \$10.71.

GENERAL AND LOCAL EXCHANGE TARIFF

SERVICE CHARGES

A. General

1. Service Charges are nonrecurring charges shown in this Section and apply when the following activities are performed at the request of a customer:
 - a. Service Connections - New installations or subsequent additions of telephone service and/or semi-public telephone equipment. A move of an existing service to a different premise.
 - b. Inside Moves - Transfer of telephone service and/or semi-public telephone equipment from one location to another location within the same building or that portion of the same building occupied by the same customer, where there is no interruption of the service other than is incident to the work involved.
 - c. Changes - Substitution of semi-public telephone equipment, or rearrangement of such equipment and/or wiring which does not involve changes in location of the equipment or wiring. Also includes directory listing changes and other modifications or rearrangements that do not involve equipment or wiring.
 - d. Restoral Charge - Applicable for work associated with reconnecting service which has been temporarily disconnected for nonpayment.
2. Service Charges apply in addition to all other rates and charges.
3. The charges specified herein do not contemplate work being performed by Company employees at a time when overtime wages apply. If the customer requests that overtime labor be performed, a charge in addition to the specified charges will be made equal to the additional cost involved.
4. Payment of Service Charges
 - a. Payment of Service Charges for the establishment of service may be required prior to the establishment of service.
 - b. Residence Service Charges may be billed in equal amounts over periods not exceeding four (4) months. Only one such arrangement at any one time will be provided.

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Effective: September 1, 2002

Jeffrey Glover
Vice President External Relations
Monroe, Louisiana

Schedule 5-1

Filed

Missouri Public
Service Commission

GENERAL AND LOCAL EXCHANGE TARIFF

SERVICE CHARGES

B. Application of Service Charges

1. Service Ordering Charge

- a. The Service Ordering Charge is classified as either Initial or Subsequent. The charges are applicable for work done in receiving, recording, and processing information necessary to execute each customer request for connections of service (Initial Order Charge applies), to each order for a move, change, addition to existing service or records change (Subsequent Order Charge applies).
- b. A service order will usually be issued for all work or service ordered to be performed or provided at the same time on the same account and for the same premises. Service Ordering Charges apply separately where business and residence service are located on the same premises.
- c. Service Ordering Charges do not apply to the recovery by Company employees of semi-public telephone stations from a customer's premises.

2. Line Connection Charge

- a. The charge for work associated with provision of service from the central office including, but not limited to, central office connections, cable cross connections and/or outside plant connections up to and including the protector and/or the point of demarcation.
- b. This charge does not apply when service is assumed by a customer prior to discontinuance by another customer (supersedure) and there is no change of telephone number.
- c. This charge applies to each change in telephone number made at the request of the customer.

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GENERAL AND LOCAL EXCHANGE TARIFF

SERVICE CHARGES

B. Application of Service Charges (Cont'd)

2. Line Connection Charge (Cont'd)

- d. This charge applies for each move of the service drop and/or the associated station protection device.
- e. This charge applies to each change of party-line assignment made at the request of the customer.

3. Restoral Charge

- a. A Restoral Charge is applicable to each reconnection of service that is temporarily disconnected for nonpayment.

4. Returned Check Charge

(N)

- a. A service charge will be billed to any customer whose check is not honored by a bank or other financial institution because the account is closed or does not have sufficient funds to cover such check, or for any other reason.

(N)

5. Service Charges are not applicable in the following situations:

(T)

- a. Service upgrade of basic exchange service.
- b. Billing address changes.
- c. Changes to published from nonpublished service.
- d. Installations, moves or changes made on the initiative of the Company, (e.g., changes made for maintenance reasons, changes in type of central office operation, etc.).
- e. Removal of service.
- f. Reserved for Future Use.
- g. Service established at an interim location nor to the subsequent re-establishment of service at the same or another location, due to the destruction of the customer's premises by a natural disaster, flood or other acts of God.
- h. Calling Card requests.
- i. Legal name changes.

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Manager, Tariffs and Compliance
Monroe, Louisiana

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GENERAL AND LOCAL EXCHANGE TARIFF

SERVICE CHARGES

C. Rates and Charges -

1. Noncompetitive Exchanges

	<u>GSEC</u>	<u>Nonrecurring Charge</u>		
		<u>Business</u>	<u>Residence</u>	
a. Service Ordering Charge				
(1). Initial	NSOI	\$23.88	\$12.39	(l)
(2). Subsequent	NSOS	8.57	3.79	
b. Line Connection Charge	NLC	13.35	7.23	
c. Restoral Charge		21.96	11.06	
d. Returned Check Charge (per each incident):		26.25	26.25	(l)

2. Competitive Exchanges^{(1), (2)}

	<u>GSEC</u>	<u>Nonrecurring Charge</u>		
		<u>Business</u>	<u>Residence</u>	
a. Service Ordering Charge				
(1). Initial	NSOI	\$23.48	\$12.19	
(2). Subsequent	NSOS	8.44	3.73	
b. Line Connection Charge	NLC	13.14	7.12	
c. Restoral Charge		21.60	10.88	
d. Returned Check Charge (per each incident):		25.00	25.00	

1 Competitive Residential Exchange, See Section 4 Sheet 17.1 for rates.

2 Competitive Business Exchange, See Section 4 Sheet 17.1 for rates.

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Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

Schedule 5-4

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Missouri Public
Service Commission

GENERAL AND LOCAL EXCHANGE TARIFFSERVICE CHARGES**C. Rates and Charges -****1. Noncompetitive Exchanges**

(T)

	<u>GSEC</u>	<u>Nonrecurring Charge</u>	
		<u>Business</u>	<u>Residence</u>
a. Service Ordering Charge			
(1). Initial	NSOI	\$23.44 (R)	\$12.17 (R)
(2). Subsequent	NSOS	8.42 (R)	3.72 (R)
b. Line Connection Charge	NLC	13.11 (R)	7.10 (R)
c. Restoral Charge		21.56 (R)	10.86 (R)
d. Returned Check Charge (per each incident):		25.00	25.00

(T)

2. Competitive Exchanges^{(1), (2)}

(N)

	<u>GSEC</u>	<u>Nonrecurring Charge</u>	
		<u>Business</u>	<u>Residence</u>
a. Service Ordering Charge			
(1). Initial	NSOI	\$23.48	\$12.19
(2). Subsequent	NSOS	8.44	3.73
b. Line Connection Charge	NLC	13.14	7.12
c. Restoral Charge		21.60	10.88
d. Returned Check Charge (per each incident):		25.00	25.00

(N)

1 Competitive Residential Exchange, See Section 4 Sheet 17.1 for rates.

(T)

2 Competitive Business Exchange, See Section 4 Sheet 17.1 for rates.

(T)

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Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

October 1, 2006

Schedule 5-5

CANCELLED
October 1, 2007
Missouri Public
Service Commission

IT-2007-0089

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WHOLESALE TARIFF

WHOLESALE SERVICES

Regulations, Rates and Charges
applying to the provision of Wholesale Services to
Carriers and E911 Service Connection and Database
Access to Carriers and VOIP Providers
in the service area of
CENTURYTEL OF MISSOURI, LLC

APPLICATION OF TARIFF

These terms, conditions and rates do not apply to providers that are a party to an existing interconnection agreement with the Telephone Company that specifically governs the terms, conditions and rates of the subject matter arrangements between the companies, except to the extent that such agreement expressly incorporates such terms, conditions and rates or otherwise incorporates the tariff by reference.

Issued: November 22, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

Effective: ~~December 22, 2006~~

December 29, 2006

Schedule 6-1

Filed
Missouri Public
Service Commission

WHOLESALE TARIFF

SERVICE CHARGES

A. SCOPE

The purpose of this section is to provide installation rates for services provided by the company to Competitive Local Exchange Carriers (CLEC) customers.

B. SERVICE CHARGES

1. A service charge is a non-recurring flat charge applicable to the initial establishment of service. This charge includes but is not limited to:
 - a. Establishment of basic access line service to the protector.
 - b. Directory service.
 - c. Number changes requested by the customer.
 - d. Establishment of any service as provided for in this tariff.
 - e. Reconnection of service temporarily suspended.
 - f. Expediting the establishment of service.
2. Non-recurring charges are in addition to any other scheduled rates and charges that normally would apply in this tariff.
3. The charges specified herein do not contemplate work being performed by the Telephone Company employees at a time when overtime wages apply, due to the request of the customer. If the customer requests overtime labor performed or interrupts work once begun, a charge in addition to the specified charges will be made to compensate the Company for the extraordinary expenses incurred.

Issued: November 22, 2006

Effective: December 22, 2006 —

**Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana**

December 29, 2006

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Missouri Public
Service Commission

Schedule 6-2

WHOLESALE TARIFF

SERVICE CHARGES

C. RATES AND CHARGES

1. Service Charges

a. See Local Exchange tariff for rates and charges.

2. Expedite Charge

Nonrecurring Charge

a. Fixed Rate

\$150.00

Hourly Charge

b. Hourly Rate Per Hour

\$32.89

Issued: November 22, 2006

Chantel Mosby
Manager, Tariffs and Compliance
Monroe, Louisiana

Effective: ~~December 22, 2006~~
December 29, 2006

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective upon Commission approval pursuant to Section 252 of the Act (the "Effective Date"), between Charter Fiberlink - Missouri, LLC ("Charter"), a Limited Liability Corporation organized under the laws of the State of Delaware, with offices at 12405 Powerscourt Drive, Suite 400, St. Louis, Missouri 63131 and GTE Midwest Incorporated, d/b/a Verizon Midwest ("Verizon"), a corporation organized under the laws of the State of Delaware with offices at 100 Verizon Drive, Bldg A, Wentzville, MO 63385 (Verizon and Charter may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Charter hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until one year after the Effective Date (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.