

1 the ILEC's NID, much less to house the CLEC's interconnection with the customer,  
2 unless the CLEC purchases the NID as a UNE.”<sup>10</sup>

3 **Q: What is CenturyTel's desired outcome for Issues 2 and 24?**

4 A: CenturyTel requests that the Commission adopt its proposed language for Charter's use  
5 of CenturyTel's NIDs. As I have demonstrated, (1) CenturyTel's NIDs are owned by  
6 CenturyTel and are CenturyTel network facilities, (2) FCC rules and decisions define the  
7 point of interconnection between Charter and a former CenturyTel customer as involving  
8 only Charter's facilities and the customer's Inside Wire and not CenturyTel's NID, (3) a  
9 CenturyTel customer has the right to access one side of the NID for the purpose of  
10 checking, replacing or removing the customer's Inside Wire, and (4) Charter must obtain  
11 CenturyTel's authorization and must compensate CenturyTel for access to the “customer  
12 access side” of the NID to house Charter's interconnection with its customer's Inside  
13 Wire or otherwise to occupy CenturyTel's NIDs with facilities owned by Charter and/or  
14 its customer.

15 **Issue 3 (a) How should the Agreement define the term “Tariff”?**

16 **(b) How should the Tariffs be referenced and incorporated into the**  
17 **Agreement?**

18 **Issue 41 How should specific Tariffs be incorporated into the Agreement?**

19 **Issue 14 (a) If Charter requests that CenturyTel provide a service or perform an**  
20 **act not otherwise provided for under the Agreement, and Charter pre-**  
21 **approves the quoted costs of CenturyTel's performance, should the**

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<sup>10</sup> *Wisconsin AAA Case* at p.9.