

Exhibit No.: _____
Issue: 2 and 24
Witness: Saconna Blair
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Charter Fiberlink-Missouri, LLC
Case No.: TO-2009-0037
Date Testimony: October 21, 2008
Prepared:

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

**In the Matter of the Petition of Charter Fiberlink-)
Missouri, LLC for Arbitration of an Interconnection) Case No. TO-2009-0037
Agreement Between CenturyTel of Missouri, LLC)
And Charter Fiberlink-Missouri, LLC.)**

**REBUTTAL TESTIMONY OF SACONNA BLAIR
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC**

October 21, 2008

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I. INTRODUCTION

Q. PLEASE IDENTIFY YOURSELF.

A. My name is Saconna Blair, Vice President, Technical Operations, at Charter Communications, Inc., and its subsidiary Charter Fiberlink-Missouri, LLC, the petitioner in this case (collectively "Charter").

Q. ARE YOU THE SAME SACONNA BLAIR WHO FILED DIRECT TESTIMONY ON SEPTEMBER 30, 2008 IN THIS MATTER?

A. Yes, I am.

II. PURPOSE AND SUMMARY OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. This testimony responds to the direct testimony of Mr. Guy E. Miller, III of CenturyTel, on issues 2 and 24.

III. ISSUES

ISSUE 2:

HOW SHOULD THE AGREEMENT DEFINE THE TERM NETWORK INTERFACE DEVICE OR "NID"?

ISSUE 24:

SHOULD CHARTER HAVE ACCESS TO THE CUSTOMER SIDE OF THE NETWORK INTERFACE DEVICE ("NID") WITHOUT HAVING TO COMPENSATE CENTURYTEL FOR SUCH ACCESS?

Q. HAVE YOU REVIEWED MR. MILLER'S TESTIMONY REGARDING THE DEFINITION OF "NETWORK INTERFACE DEVICE"?

A. Yes, I have.

1 **Q. PLEASE GIVE US YOUR IMPRESSION OF THAT TESTIMONY.**

2
3 A. Certainly. While I suspect that Mr. Miller is attempting to bring clarity to a
4 complicated issue, from an *engineering* perspective I believe his testimony merely
5 serves to confirm that CenturyTel's proposed definition for a NID is unwieldy and
6 confusing.

7
8 **Q. PLEASE EXPLAIN.**

9 A. As I stated in my direct testimony, a Network Interface Device, or "NID," is a
10 basic piece of equipment that is readily identifiable and understood in the
11 telecommunications industry. Thus, I believe that the Agreement should contain
12 a *technical* or *engineering* definition for a NID, and that is exactly what Charter
13 has proposed. By contrast, CenturyTel has proposed a NID definition that
14 inappropriately combines *legal* concepts into what should and could be a simple
15 technical definition. Indeed, it takes Mr. Miller some 9 to 10 pages to explain
16 what CenturyTel believes its proposed additional, legal language means. I believe
17 this additional language is not appropriate or necessary to define the NID from an
18 engineering perspective.

19
20 **Q. MR. MILLER (PAGE 10, LINES 9-10) ASSERTS THAT CHARTER'S**
21 **PROPOSED DEFINITION OF THE NID "FAILS TO INCLUDE ALL**
22 **RELEVANT INFORMATION PROVIDED BY FEDERAL LAW." IS**
23 **CHARTER'S PROPOSAL MISSING SOME ESSENTIAL COMPONENT?**

24
25 A. No. As I just explained, Charter's proposed definition is technically precise, and
26 accurately conveys what the NID constitutes. If you consider the differences
27 between Charter's proposed language and CenturyTel's proposed language, you

1 will see that the only difference is that CenturyTel proposes to include a final
2 clause, apparently in an attempt to establish certain additional contractual rights
3 for CenturyTel.

4 Charter's proposed definition of the NID is:

5 A means of interconnecting Inside Wiring to CenturyTel's distribution
6 plant, such as a cross-connect device used for that purpose. The NID
7 houses the protector.
8

9 CenturyTel's proposed definition of the NID is:

10 A means of interconnecting Inside Wiring to CenturyTel's distribution
11 plant, such as a cross-connect device used for that purpose. The NID
12 houses the protector, the point from which the Point of Demarcation is
13 determined between the loop (inclusive of the NID) and the End User
14 Customer's Inside Wire pursuant to 47 CFR 68.105.
15

16 In this context, then, you can see that Charter and CenturyTel agree on much of
17 the language for this definition. And, Mr. Miller does not offer any testimony that
18 the statement in Charter's definition that the "NID houses the protector" is
19 inaccurate. He couldn't do so, because CenturyTel offers the identical language
20 at the beginning of the second sentence of their definition. So, there is nothing
21 technically inaccurate in Charter's proposed definition. It simply does not include
22 the additional language concerning the point of demarcation, which is at the heart
23 of the dispute of Issue 24, concerning access to the NID. Therefore, the
24 Commission should address the point of demarcation issue in that context, not in
25 this definition.
26
27

1 **Q. IN YOUR DIRECT TESTIMONY YOU REFERENCED THE NID AS THE**
2 **“POINT OF DEMARCATION.” COULD YOU EXPLAIN WHY?**

3
4 A. Yes. The NID commonly houses the connection between a telephone company’s
5 local loop—the copper wires that run back to the wire center or central office—
6 and the customer’s inside wiring. Thus, in accordance with FCC rules, the NID
7 can serve as the “point of demarcation” between the telephone company and the
8 customer, which is why I referenced the NID in that way.

9
10 **Q. DO YOU SEE ANYTHING IN MR. MILLER’S DIRECT TESTIMONY**
11 **THAT CONTRADICTS THE FACTS SET FORTH IN YOUR DIRECT**
12 **TESTIMONY?**

13
14 A. No, I did not. The parties seem to be in agreement as to what a NID is, from an
15 engineering perspective.

16
17
18 **IV. CONCLUSION**
19

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

21 A. Yes.