

429  
**James A. Overcash**

**From:** James A. Overcash  
**Sent:** Tuesday, October 21, 2008 2:29 PM  
**To:** 'Dodge, John'  
**Cc:** 'Hill, Gavin'  
**Subject:** RE: Discovery #44

John -

We accept your response for CTL-MO DR 44.

Best regards,

Jim

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**From:** Dodge, John [mailto:JohnDodge@dwt.com]  
**Sent:** Tuesday, October 21, 2008 8:26 AM  
**To:** James A. Overcash  
**Cc:** Hill, Gavin; Halm, K.C.; Nixon, Brian; comley@ncrpc.com  
**Subject:** RE: Discovery #44

Jim & Gavin --

In lieu of a node map, Charter is willing to provide the following statement:

Charter has at least one node -- defined as a device that converts the light signals from the headend into radio frequency signals for delivery to the customer (and converts the radio frequencies back into light for return traffic) -- located within each exchange area of CenturyTel in which Charter also provides service in Missouri.

With that, I presume we are done on CTL-MO DR 44.

John

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**From:** James A. Overcash [mailto:jovercash@woodsaitken.com]  
**Sent:** Friday, October 17, 2008 9:44 AM  
**To:** Dodge, John  
**Cc:** 'Hill, Gavin'  
**Subject:** Discovery #44

*CenturyTel*  
Exhibit No. 23NP  
Case No(s) 10-2008-0037  
Date 10-28-08 Rptr pr

John --

Thank you for the drawing. The drawing is sufficient to satisfy our Missouri Discovery Request 44, if Charter will provide either the location of all Nodes or (to avoid this amount of work) a statement similar to what follows (assuming the statement accurately reflects

Charter's facilities):

Charter has at least one Node located within each exchange area of CenturyTel in which Charter also provides service in Missouri.

Best regards,

Jim

James A. Overcash  
Woods & Aitken LLP  
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Lincoln, NE 68508  
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## CATV Network

The basic structure of a CATV network is fairly simple, having only six major areas as depicted in Figure 4.2:

- **Headend** – The primary facility of any cable network. Collects all basic and premium video and audio channels and combines them for delivery to the customer. Connections to the Internet and the Public Switched Telephone Network (PSTN) are also made at the headend. Signals are passed as light onto the fiber optic network.
- **Node** – A device that converts the light signals from the headend into RF signals for delivery to the customer and RF back into light for return traffic. The node is the demarcation point (demarc) between the fiber optic cables and the coax cables that make up the **Hybrid Fiber Coax (HFC)** network.

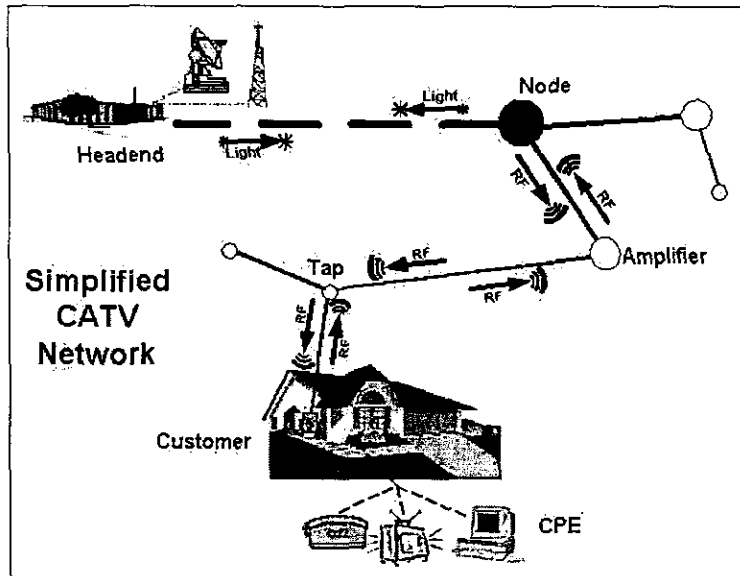


Figure 4.2 – Simplified CATV Network

- **Amplifier** – A device placed at specific locations along the main coax cables to boost the RF signal level.
- **Tap** – A device located as needed on feeder cables to provide connection points for service drops to customers.
- **Drop Cable** – The last link in the cable system. Drop cables transport RF CATV signals from the directional tap to the in-house wiring and customer premises equipment (CPE).
- **Customer Premises Equipment (CPE)** – Consumer electronics used to provide video, audio, telephone, and high-speed Internet services for the customer. Modern set top boxes using digital compression supply increased channel capacity and support real-time reverse path communications for impulse Pay Per View (PPV), Video On Demand (VOD), Digital Video Recorders (DVRs), on-screen program guides, and navigators. High Definition (HD) set top boxes deliver amazing clarity through high resolution content. Telephone Modems (TMs) and Cable Modems (CMs) complete the lineup of CPE to bring telephone and high-speed Internet service into the home over Charter Communications' CATV network.

**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	)	<u>Case No. TO-2009-0037</u>
Agreement Between CenturyTel of Missouri, LLC	)	
And Charter Fiberlink-Missouri, LLC.	)	

**CHARTER FIBERLINK-MISSOURI, LLC'S RESPONSES TO  
CENTURYTEL OF MISSOURI'S FIRST SET OF DATA REQUESTS  
DIRECTED TO CHARTER FIBERLINK-MISSOURI, LLC**

Pursuant to Missouri Public Service Commission ("Commission") Rules 4 CSR 240-2.090(2) and 4 CSR 240-36.040(6), and to the discovery deadlines set forth in the Commission's *Order Setting Procedural Schedule* and *Amended Order Setting Procedural Schedule* issued herein on August 26 and 27, 2008, respectively, Charter Fiberlink-Missouri, LLC ("Charter") hereby supplies its Responses to CenturyTel of Missouri, LLC's ("CenturyTel") "First Set of Data Requests" ("DRs").

**CHARTER RESPONSES TO  
CENTURYTEL'S DATA REQUESTS**

DR No. 1: Identify and provide copies of all interconnection agreements and any other agreements between Charter and any LEC in Missouri that are currently in effect or that have been in effect at any time during the Discovery Period.

Objection to DR No. 1: Charter hereby incorporates by reference its general objections stated above and also objects to this Request to the extent that the information request seeks production of information that resides in the public record and is readily available to CenturyTel from the Public Service Commission of Missouri. Without waiving and subject to the foregoing objections, Charter will identify any interconnection agreements to the extent they are publicly available, and Confidential Information (by way of example, but not limited to mutual traffic exchange agreements), if any, will be produced subject to the Protective Order entered in this proceeding or the Commission's Confidential Information rules.

Response to DR No. 1: Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has entered into the following interconnection Agreements in Missouri:

<u>Company</u>	<u>Case Number</u>
AT&T (SBC Missouri)	TK-2006-0047
TDS-Orchard Farm (Mutual Traffic Exchange Agreement)	TO-2006-0445
Verizon (Assumed by CenturyTel)	TO-2002-135

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 2: Identify and describe each action, the specific order of the actions and the amount of time to complete each action for Charter to originate and submit a request to port the telephone number of a CenturyTel customer to Charter.

**Objection to DR No. 2: Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that the information request is not reasonably calculated to lead the discovery of admissible evidence; nor is the information relevant to the disputed issues in this proceeding.**

DR No. 3: Identify and describe each action, the specific order of the actions and the amount of time to complete each action for Charter to process and complete a request from CenturyTel to port the telephone number of a Charter customer to CenturyTel.

**Objection to DR No. 3:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that the information request is not reasonably calculated to lead the discovery of admissible evidence; nor is the information relevant to the disputed issues in this proceeding.

DR No. 4: Admit that CenturyTel incurs costs in processing a request by Charter to port a telephone number. To the extent that you deny this request for admission, please explain your reasoning.

Objection to DR No. 4: Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that the Request does not specify the meaning of “costs” in the context of this question. Charter therefore cannot respond to it. In addition, irrespective of the definition of “cost,” Charter has not undertaken to determine whether CenturyTel “incurs costs in processing a request by Charter to port a telephone number,” and cannot properly be required to do so in response to a discovery request.



DR No. 5: Identify, by date and number of telephone numbers, any and all instances in which Charter has made a request to a LEC in Missouri for fifty (50) or more telephone numbers to be ported from a single end user location, and for each such instance, state the processing time interval that was followed or that the LEC was required to follow.

**Objection to DR No. 5: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 5:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has not made any requests in Missouri for 50 or more lines to be ported at one time.

Responsible Person(s): Amy Hankins  
Director of Telephone Service Delivery

DR No. 6: Admit that CenturyTel is not obligated to allow Charter to use, purchase or lease CenturyTel's Network Interface Devices ("NID" or "NIDs") in the manner contemplated by Charter's proposed Article IX, Section 3.5.1, as UNEs or otherwise, in Missouri. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 6:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 6:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Deny. CenturyTel is obligated to allow Charter to connect to the NID pursuant to Federal Communications Commission ("FCC") rules 51.319(c), 68.3, 68.015(a) and 68.213(b) and associated decisions.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 7: Admit that NIDs—as that term is defined in 47 C.F.R. § 51.319(c)—purchased and installed by CenturyTel are owned by CenturyTel. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 7:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 7:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Admit in part. Charter admits that CenturyTel NIDs are owned by CenturyTel to the extent CenturyTel holds clear title to same. Charter does not admit that in all circumstances CenturyTel's "purchase and installation" of NIDs equates to ownership as, by way of limited example, CenturyTel might "purchase and install" NIDs at the request of a customer, property owner or other entity, which NIDs may be owned by the customer, property owner or other entity.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 8: Admit that NIDs purchased and installed by CenturyTel are part of CenturyTel's network facilities. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 8:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 8:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Admit in part. Charter admits that CenturyTel NIDs to which CenturyTel holds clear title may be considered part of CenturyTel's "network facilities," however defined. Charter does not admit that in all circumstances CenturyTel's "purchase and installation" of NIDs makes such NIDs "part of CenturyTel's network facilities," as described in response to RFI No. 7.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 9: Please provide copies of all documents, instruction manuals, training manuals or similar documentation through which Charter provides, or provided at any time during the Discovery Period, direction to residential service installers. For purposes of this DR, the term “residential service installers” includes, but is not limited to, Charter employees and third-party contractors who perform residential service installation on behalf of Charter.

**Objection to DR No. 9: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will provide a response, based upon the above objections, to this Request for all such information related to residential service installation activities involving the NID.**

**Response to DR No. 9:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter provides PROPRIETARY Attachments A and B in response to this request, based upon the above objections, to this Request for all such information related to residential service installation activities involving the NID.

Responsible persons:	John Roland, Manager Business Analysis Engineering John April, Corp Manager Tech Safety Training Rodney Gotthold, Manager Tech and Safety Training Mark Goulart, Manager Tech and Safety Training
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DR No. 10: Admit that after the customer terminates service from CenturyTel, neither the customer nor Charter has the right to use CenturyTel's NID, including, but not limited to, using the NID to house all or part of the interconnection between Charter with the customer. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 10:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 10:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Deny. FCC rule 51.319(c), other FCC rules and associated decisions mandate that an incumbent LEC shall permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point. These FCC rules and associated decisions impose no limitation based upon the circumstance posited in RFI No. 10.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 11: Admit that Charter must compensate CenturyTel for Charter's use of a CenturyTel NID. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 11:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 11:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Deny. Neither FCC rules, nor associated FCC decisions, nor Missouri state law, nor any agreement between Charter and CenturyTel authorize CenturyTel to assess any charge on Charter to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 12: Identify all ways in which Charter asserts that a Charter end user customer may use a CenturyTel NID after the customer terminates service from CenturyTel. For each way, identify all support for Charter's position.

**Objection to DR No. 12:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 12:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Illustrative examples, include, but are not limited to circumstances in which an end user customer may install wiring on the subscriber's side of the demarcation point, and may remove, reconfigure, and rearrange wiring on that side of the demarcation point including wiring and wiring that may been installed by CenturyTel as authorized by 47 C.F.R. 51.319(c) and 68.213(b). Thus, using the example in RFI No. 12, if CenturyTel's former customer requests service from Charter or otherwise requests that Charter connect to a CenturyTel NID on the customer side of same, federal law permits Charter to do so.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)



DR No. 13: Identify all ways in which Charter asserts it should be permitted to connect a Charter-provided facility to the inside wiring of a customer's premise, "through the customer side of the CenturyTel NID," without compensating CenturyTel for use of the NID as contemplated by Charter's proposed language in Article IX, Section 3.5.1.

**Objection to DR No. 13:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 13:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Please see the response to DR No. 11.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 14: Provide a list of and a web link address to each of Charter's current and effective tariffs or state price lists that may be applicable to any carrier or end user customer in Missouri and, if another tariff is incorporated into a Charter tariff or state price list, provide the web link address to such referenced tariff or state price list. To the extent a web link address is not available for any tariff or state price list identified in the list requested above, please provide a copy of each such tariff or state price list.

**Objection to DR No. 14: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 1:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter tariffs are available online utilizing the "Policies" link on the "www.charter.com" website. Charter has the following tariffs on file with the Missouri Public Service Commission:

1. Charter Fiberlink – Missouri, LLC; Local Exchange Tariff P.S.C. MO No. 1
2. Charter Fiberlink – Missouri, LLC, Switched Access Service Tariff P.S.C. No. 2
3. Charter Fiberlink – Missouri; Intrastate Interexchange Tariff P.S.C. P.S.C. No. 4

To the extent either tariff incorporates another tariff (e.g., AT&T), such other tariff is likewise available through the Commission's website.

Response provided by: Larry Bowman  
Manager Telephone Tariffs

DR No. 15: Identify and describe each action and the specific order of the actions that are taken by Charter under Charter's existing interconnection agreement with CenturyTel to submit its customer listings for inclusion in CenturyTel's published directory(ies) in Missouri, including, but not limited to, the identity of the entity to whom Charter directly submits such listings.

**Objection to DR No. 15: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 15:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter receives a request for directory listings for an upcoming directory closure from The Berry Company via email. Charter has also created a schedule for directory close dates, since we don't always get requests for listings in the areas we service. This all takes place once yearly for each directory in which Charter has a customer. Utilizing those resources, a listing file and distribution file are pulled from Charter's billing systems. Each listing file is checked to ensure nothing out of the ordinary is sent through. Once that is completed, the listing file and the distribution file are emailed to The Berry Company, Data Link Solutions and Century Tel.

Responsible person: Amy Hankins  
Director of Telephone Service Delivery

DR No. 16: Admit that, for purposes of including its customer listings in CenturyTel's published directory(ies) in Missouri, Charter does not submit its file containing such customer listings intended for publication directly to CenturyTel, but rather Charter submits such file directly to the third-party directory publisher(s). To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 16: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 16:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter submits the listing file or distribution file to Data Link Solutions Inc. The Berry Company and Century Tel. Data Link processes the listing file. The Berry Company receives both the listing file and the distribution file so they are aware of the status of any listing request. Century Tel receives the distribution file for use in delivery directories to subscribers.

Responsible person: Amy Hankins  
Director of Telephone Service Delivery

DR No. 17: Identify and describe each action and the specific order of the actions that are taken by Charter under Charter's existing interconnection agreement with CenturyTel for ensuring that its customers' directory assistance listings are made available to CenturyTel's customers, including, but not limited to, the identity of the entity(ies) to whom Charter directly submits such listings.

**Objection to DR No. 17: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 17:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter utilizes a third party directory assistance provider, Volt Delta. Charter uploads new directory assistance information to Volt Delta weekly through an automated process. Volt Delta submits Charters listings to the National DA Database to ensure that they are made available to CenturyTel customers.

Response provided by: Amy Hankins  
Director of Telephone Service Delivery

DR No. 18: Admit that “Interconnected VoIP Service Traffic,” as defined in your proposed language at Article II, Section 2.80, is not the only form of IP-enabled traffic transported, terminated or otherwise exchanged over the public switched telephone network. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 18:** Charter hereby incorporates by reference its general objections stated above and also objects to this interrogatory because it is over-broad to the extent that it is not sufficiently limited to the traffic exchanged by Charter and CenturyTel. Charter further objects to this interrogatory to the extent that it is overly broad because it seeks information about services that are not at issue in this proceeding. Furthermore, Charter objects on the grounds that it has no basis to respond to other forms of traffic transmitted over the public switched telephone network.

DR No. 19: Provide a list, by LEC, form and amount, of each deposit or other form of assurance of payment that Charter currently has in place with or is required to provide to any LEC. For each item on the list, describe how the amount is established.

**Objection to DR No. 19: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 19:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter does not currently have any deposits or other form of assurance of payment with any LEC in the state of Missouri.

Response provided by: Julie Lorenz, Director Telco Cost/CABs Assurance  
Nancy Buelmann, Manager Telco Cost

DR No. 20: Admit that, in the event Charter submits to CenturyTel an unauthorized request to port a customer's telephone number, CenturyTel would need to take action to switch such customer back to its original service provider. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 20:** Charter hereby incorporates by reference its general objections stated above and also objects on the grounds that it has no basis to respond to know what actions CenturyTel would need to take in the circumstances hypothesized in this Request.

**Response to DR No. 20:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Admit in part. Charter admits that in the event that Charter submits to CenturyTel an unauthorized request to port a customer's telephone number, CenturyTel would need to take action to switch such customer back to its original service provider to the extent the customer or another telecommunications carrier requested that CenturyTel take such action. Charter denies that such CenturyTel actions are meaningful from a regulatory perspective.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)



DR No. 21: Admit that, under Charter's proposed language for Art. III, § 8.4, Charter would be in breach of the Agreement if Charter ceased to be a telecommunications carrier certified by the Missouri Public Utilities Commission to provide local exchange service in Missouri. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 21:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 21:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Deny. Charter admits that under Section 8.4 of the draft agreement if Charter has not obtained FCC Missouri Public Service Commission authorizations required by Applicable Law, then "CenturyTel shall have no obligation to perform under this Agreement." However, whether Charter would be in breach of the agreement "if Charter ceased to be a telecommunications carrier certified by the Missouri Public Service Commission to provide local exchange service in Missouri" is not specifically addressed in Section 8.4. Charter believes that issues involving materiality, cure, mitigating circumstances, and other facts or circumstances likely would come into consideration under CenturyTel's hypothetical.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 22: Admit that, under Charter's proposed language for Art. I, § 3 and Art. III, § 22, if Charter requested a service, product or work not expressly and specifically provided for under the Agreement, then the Agreement would have to be amended before CenturyTel was required to provide the service, product or work, and that Charter could not insist on receiving such service, product or work free of charge. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 22:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 22:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Deny. To the extent Charter requests a service, product or work not expressly and specifically provided for under the Agreement the Agreement would not necessarily have to be amended before CenturyTel was required to provide the service, product or work. By way of example only, Charter's request might be met by a tariffed product, individual case basis service or special assembly.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 23: Explain how, if Charter's proposed language was adopted for Art. X, § 8.3, CenturyTel would, in the absence of the right to audit Charter's use of CenturyTel's operating support system ("OSS"), discover a breach of any of the "lengthy list of limitations of use and restrictions upon Charter with respect to access, and use of, the OSS."

**Objection to DR No. 23: Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it has no basis to know what methods CenturyTel uses to discover breaches of the terms of use of its OSS.**

DR No. 24: Admit that, under Charter's proposed position for Art. X, § 15.2 (i.e., leaving § 15.2 as "intentionally left blank"), if Charter requested access to new, upgraded or enhanced CenturyTel OSS, then the Agreement would have to be amended before CenturyTel would be required to provide access to such new, upgraded or enhanced CenturyTel OSS, and that Charter could not insist on such access free of charge. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 24:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 24:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Admit in part. If CenturyTel provided Charter with access to new, upgraded or enhanced CenturyTel OSS capabilities, **and** if CenturyTel sought to recover such costs of providing Charter access to the new, upgraded, or enhanced CenturyTel OSS by imposing additional charges upon Charter, then it would be necessary for the parties to amend the interconnection agreement to incorporate the new charge proposed by CenturyTel. If, on the other hand, CenturyTel provided Charter with access to new, upgraded or enhanced CenturyTel OSS capabilities, **and** did not attempt to recover certain costs of providing Charter access to the new, upgraded, or enhanced CenturyTel OSS, then it would not be necessary for the parties to amend the agreement.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 25: Identify and provide copies of all documents, studies, reports, work papers or other supporting inputs or material used or relied upon by any person who will testify or submit written testimony (direct or rebuttal) on Charter's behalf.

**Objection to DR No. 25:** Charter hereby incorporates by reference its general objections stated above and also objects to this request on the grounds that it is vague and ambiguous in that it is not limited in time or context. Furthermore, the request is unreasonably overbroad and burdensome in that it requires Charter to produce information without limitations as to time or context here. Without waiving and subject to the foregoing objections, Charter will respond to this Request, and Confidential Information, if any, will be produced subject to the Protective Order entered in this proceeding or the Commission's Confidential Information rules.

**Response to DR No. 25:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter will provide the requested information once the witnesses have been identified and/or their testimony filed.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 26: Provide all rates that Charter has calculated for the non-recurring charges that are at issue in this proceeding and the studies underlying those rates.

**Objection to DR No. 26:** Charter hereby incorporates by reference its general objections stated above and also objects to this request on the grounds that it is vague and ambiguous in that it is not limited in time or context. Furthermore, the request is unreasonably overbroad and burdensome in that it requires Charter to produce information without limitations as to time or context here. Without waiving and subject to the foregoing objections, Charter will respond to this Request, and Confidential Information, if any, will be produced subject to the Protective Order entered in this proceeding or the Commission's Confidential Information rules.

**Response to DR No. 26:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Please see Attachment C, which is a PROPRIETARY spreadsheet prepared by Billy H. Pruitt based on data supplied by CenturyTel.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 27: Provide a list by LEC where Charter establishes in Missouri more than one point of interconnection ("POI") per LATA between Charter and the LEC and provide the interconnection agreement (if not provided pursuant to different DR) or other agreement for each LEC.

**Objection to DR No. 27: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 27:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has established more than one POI in LATA 520 for its interconnection with AT&T (SBC Missouri). Information regarding this ICA was provided in the Charter Response to DR No. 1. Charter has established more than one POI in LATA 520 for its interconnection with CenturyTel. Information regarding this ICA was provided in the Charter Response to DR No. 1.

Responsible Person(s):      Tim Davis, Director of Telephony Engineering  
   Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 28: Provide a list by LEC where Charter establishes in Missouri direct trunking arrangements between Charter and the LEC dedicated solely to the traffic that is exchanged between Charter and that LEC, and provide the interconnection agreement (if not provided pursuant to different DR) for each LEC.

**Objection to DR No. 28:** All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.

**Response to DR No. 28:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has established direct trunking for its interconnection with AT&T (SBC Missouri). Information regarding this ICA was provided in the Charter Response to DR No. 1. Charter has established direct trunking for its interconnection with CenturyTel . Information regarding this ICA was provided in the Charter Response to DR No. 1.

Responsible Person(s):      Tim Davis, Director of Telephony Engineering  
   Billy H. Pruitt, Manager Carrier Relations (Contractor)



DR No. 29: Identify all existing interconnection facility arrangements with CenturyTel that Charter would abandon or discontinue using if Charter's proposed interconnection agreement were adopted by the Commission in this proceeding.

**Objection to DR No. 29: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 29:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter is unable to provide the requested interconnection facility arrangements as Charter has not performed a network analysis to determine the optimized network arrangement.

Responsible Person(s):      Tim Davis, Director of Telephony Engineering  
   Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 30: If, as identified in DR 29, any existing interconnection facility arrangements with CenturyTel would be abandoned or discontinued by Charter, provide an explanation of the routing and interconnection method that would be used for this traffic.

**Objection to DR No. 30: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 30:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter is unable to provide the requested interconnection facility arrangements as Charter has not performed a network analysis to determine the optimized network arrangement.

Responsible Person(s):      Tim Davis, Director of Telephony Engineering  
   Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 31: Identify all existing 911 facility arrangements that Charter would abandon or discontinue using if Charter's proposed interconnection agreement were adopted by the Commission in this proceeding.

**Objection to DR No. 31:** All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.

**Response to DR No. 31:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter is unable to identify any 911 facility arrangements that Charter would abandon if Charter's proposed interconnection agreement were adopted as Charter has not performed a network analysis to determine the optimized network arrangement.

Responsible Person(s):      Tim Davis, Director of Telephony Engineering  
   Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 32: If as identified in DR 31, any existing 911 facility arrangements that would be abandoned or discontinued by Charter, provide an explanation of the routing and interconnection method that would be used for this traffic.

**Objection to DR No. 32:** All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.

**Response to DR No. 32:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has not performed a network analysis to determine the optimal network arrangement. Therefore, Charter is unable to provide any explanation of the routing or interconnection that might be utilized in an optimized scenario.

Responsible Person(s):      Tim Davis, Director of Telephony Engineering  
   Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 33: Provide a list by LEC where Charter leases in Missouri interconnection facilities at the LEC's intrastate access rates and provide the interconnection agreement or other agreement for each LEC.

**Objection to DR No. 33**: Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that the request is overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence and requires the creation of special programming and the execution of a special study, which special programming and special study cannot be required of Charter as part of the discovery process.

DR No. 34: Provide a list by LEC where Charter leases in Missouri 911 facilities at the LEC's intrastate access rates and provide the interconnection agreement or other agreement for each LEC.

Objection to DR No. 34: Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that the request is overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence and requires the creation of special programming and the execution of a special study, which special programming and special study cannot be required of Charter as part of the discovery process.

DR No. 35: Provide a list by LEC where Charter leases in Missouri interconnection facilities at the any rates that are not based on TELRIC, including, but not limited to, negotiated and tariff rates, and provide the interconnection agreement or other agreement for each LEC.

**Objection to DR No. 35:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that the request is overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence and requires the creation of special programming and the execution of a special study, which special programming and special study cannot be required of Charter as part of the discovery process. In addition, the request would require Charter to conduct extensive regulatory and legal research that CenturyTel is capable of conducting. Moreover, the request potentially seeks information that is subject to confidentiality restrictions imposed by carriers other than Charter.

DR No. 36: Provide a list by LEC where Charter leases in Missouri 911 facilities at the any rates that are not based on TELRIC, including, but not limited to, negotiated and tariff rates, and provide the interconnection agreement or other agreement for each LEC.

**Objection to DR No. 36:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that the request is overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence and requires the creation of special programming and the execution of a special study, which special programming and special study cannot be required of Charter as part of the discovery process. In addition, the request would require Charter to conduct extensive regulatory and legal research that CenturyTel is capable of conducting. Moreover, the request potentially seeks information that is subject to confidentiality restrictions imposed by carriers other than Charter.



DR No. 37: Provide a list by LEC where Charter interconnects in Missouri directly with a LEC or has an interconnection agreement in Missouri that provides for interconnection directly with a LEC when a volume limit or transit charge threshold is reached and provide the interconnection agreement or other agreement for each LEC.

**Objection to DR No. 37:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request to the extent that the information request seeks production of information that resides in the public record and is readily available to CenturyTel from the Public Service Commission of Missouri. Without waiving and subject to the foregoing objections, Charter will provide a list of LECs where Charter interconnects in Missouri directly with a LEC or has an interconnection agreement in Missouri that provides for interconnection directly with a LEC when a volume limit or transit charge threshold is reached and Charter will provide the interconnection agreement to the extent it is not available to CenturyTel from the Public Service Commission of Missouri.

**Response to DR No. 37:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has entered into the following interconnection agreements in Missouri that provide for interconnection directly with a LEC when a volume limit or transit charge threshold is reached:

AT&T (SBC Missouri); Case No. TK-2006-0047

Verizon (Assumed By CenturyTel); Case No. TO-2002-135

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 38: Provide a list of LECs with whom Charter has transiting terms in Missouri for the establishment of transiting rates. identify whether the transiting rates are other than TELRIC and provide the interconnection agreement or other agreement for each LEC.

**Objection to DR No. 38:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request to the extent that the information request seeks production of information that resides in the public record and is readily available to CenturyTel from the Public Service Commission of Missouri. The request also requires the creation of special programming and the execution of a special study, which special programming and special study cannot be required of Charter as part of the discovery process. In addition, the request would require Charter to conduct extensive regulatory and legal research that CenturyTel is capable of conducting. Without waiving and subject to the foregoing objections, Charter will provide a list of LECs with whom Charter has transiting terms in Missouri for the establishment of transiting rates and Charter will provide the interconnection agreement or other agreement for each LEC to the extent they are not available to CenturyTel from the Public Service Commission of Missouri.

**Response to DR No. 38:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has an ICA with AT&T in Missouri that does not provide any transiting terms other than a "Transit Traffic" definition in the General Terms and Conditions § 1.1.165. There are no identified rates for transit service in the AT&T ICA. The only other LEC with which Charter has an ICA with any transiting terms in the state of Missouri is CenturyTel.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 39: Provide a list by LEC of the rates Charter pays in Missouri for customer record searches, service order expedites and service order charges all for Local Service Requests (“LSRs”)s, including LSRs for number portability, and provide all reasons or bases for each rate amount and an explanation of why that rate amount was used or accepted by Charter.

**Objection to DR No. 39: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 39:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: The only LEC in Missouri currently billing Charter for any LSR service order related charges is CenturyTel.

Responsible Person(s): Julie Lorenz, Director Telco Cost/CABs Assurance  
Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 40: Please provide a list by LEC in Missouri where Charter has ordered through an access service request, or otherwise intrastate exchange access services, and identify the tariff under which those charges are assessed to and paid by Charter.

**Objection to DR No. 40:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request to the extent that the information request seeks production of information that resides in the public record and is readily available to CenturyTel from the Public Service Commission of Missouri. The request also requires a special study, which cannot be required of Charter as part of the discovery process. Furthermore, the request is unreasonably overbroad and burdensome in that it does not distinguish between switched and special access.

DR No. 41: Provide a list by LEC or CMRS provider within Missouri where Charter has provided ordering or billing contact information to that carrier and provide the underlying document(s).

**All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 41:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: The interconnection arrangements between Charter and the Missouri LECs that Charter interconnects with have been in place for a number of years. Generally speaking, Charter ordering and billing contact information is contained in the Charter CLEC Profile submitted to and maintained by the LEC. Billing contact information is also included on any bills that Charter may render to a Charter customer or interconnected carrier.

Responsible Person(s): Julie Lorenz, Director Telco Cost/CABs Assurance  
Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 42: Admit that Charter can provide Local Service Requests manually (*i.e.*, via paper) to CenturyTel under the proposed interconnection agreement. To the extent that you deny this request for admission, please explain your reasoning.

**All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

Response to DR No. 42: Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Deny. Pursuant to Section 35.1 of Article I of Charter's proposed interconnection agreement "manual, facsimile or email interfaces may only be used if first confirmed with CenturyTel's CLEC Service Group personnel". If CenturyTel's CLEC Service Group denied the request, Charter would not be able to submit Local Service Requests manually. Section 35.1 goes on to state that "[i]f CenturyTel later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced interface *will be used* by \*\* CLEC for ordering services and any manual, facsimile or email interface will be discontinued." [Emphasis added.] Based on this language Charter is unable to admit that Charter can submit manual (*i.e.*, paper) orders.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 43: Provide by specific street address and the associated CLLI code, the location of all switching equipment that is owned or controlled by Charter and that provides service to Charter's customers in locations that will be subject to the interconnection agreement arising from this proceeding. For purposes of this request, please consider the term "switching equipment" to mean the equipment used for toll, tandem, transit, or local switching functionality (*i.e.*, equipment normally found and used in an "End Office," "Tandem," "Host Office," and/or "Remote" as those terms are used in the Code of Federal Regulations or telecommunications reference documents such as "The Official Telecommunications Dictionary, Legal and Regulatory Definitions."

**Objection to DR No. 43: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 43:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter's switches used to exchange traffic with CenturyTel in Missouri are provided below:

Switch CLLI OLVEMOAXCA0, 9333 Dielman Industrial, Olivette, MO 63132  
Switch CLLI OVLDMOBKCA0, 2411 Verona, Overland, MO 63114  
Switch CLLI OVLDMOBKDS0, 2411 Verona, Overland, MO 63114

Responsible Person(s):      Tim Davis, Director of Telephony engineering  
   Billy H. Pruitt, Manager Carrier Relations (Contractor)

DR No. 44: Provide by specific location of all non-switching equipment that is owned or controlled by Charter that provides service to Charter's customers in locations that will be subject to the interconnection agreement arising from this proceeding. For purposes of this request, please consider the term "non-switching equipment" to mean the equipment used to accomplish the functions normally undertaken by concentration equipment, for example, but not limited to, a "digital loop carrier," "concentrator," or "multiplex device" as those terms are used in the Code of Federal Regulations or telecommunications reference documents such as "The Official Telecommunications Dictionary, Legal and Regulatory Definitions."

**Objection to DR No. 44: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.**

**Response to DR No. 44:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter Fiberlink does not deploy any concentration equipment as defined in this DR.

Responsible Person(s):      Tim Davis, Director of Telephony Engineering  
   Bill H. Pruitt, Manager Carrier Relations (Contractor)



DR No. 45: For each person that Charter intends to file pre-filed testimony in this proceeding provide a list of each proceeding and docket number (or case number) where that witness has provided pre-filed testimony during the Discovery Period that addresses, in whole or in part, issues raised in this proceeding. To the extent that the pre-filed testimony is not available electronically via a standard free internet web-page, please provide a copy of the testimony.

**Objection to DR No. 45:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request to the extent that the information request seeks production of information that resides in the public record and is readily available to CenturyTel from the Public Service Commission of Missouri. Without waiving and subject to the foregoing objections, Charter will identify any pre-filed testimony provided by its witnesses by proceeding and docket number (or case number).

**Response to DR No. 45:** Subject to and without waiving its September 8, 2008 objections, Charter will provide the requested information once the witnesses have been identified and their testimony filed.

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DR No. 46: Provide copies of all documents that Charter relies upon to support any response in any DR contained herein.

Objection to DR No. 46: Charter hereby incorporates by reference its general objections stated above and also objects to this request on the grounds that it is vague and ambiguous in that it is not limited in time or context. Furthermore, the request is unreasonably overbroad and burdensome in that it requires Charter to produce information without limitations as to time or context here. Without waiving and subject to the foregoing objections, Charter will respond to this Request, and Confidential Information, if any, will be produced subject to the Protective Order entered in this proceeding or the Commission's Confidential Information rules.

Response to DR No. 46: Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has provided or will provide the requested information.

DR No. 47: Within your response to each Data Request, identify by name and title any person(s) who assisted in the preparation of the response or who provided information used in preparing the response.

**Objection to DR No. 47:** All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.

**Response to DR No. 47:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter has provided the requested information.

Respectfully submitted,

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Attorneys for Charter Fiberlink-Missouri, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 17th day of September, 2008, to General Counsel's Office at [gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov); Office of Public Counsel at [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov); and Larry Dority at [lwdority@sprintmail.com](mailto:lwdority@sprintmail.com).

/s/ Mark W. Comley

Mark W. Comley

**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	)	<u>Case No. TO-2009-0037</u>
Agreement Between CenturyTel of Missouri, LLC	)	
And Charter Fiberlink-Missouri, LLC.	)	

**CHARTER FIBERLINK-MISSOURI, LLC'S SUPPLEMENTAL RESPONSES TO  
CENTURYTEL OF MISSOURI'S FIRST SET OF DATA REQUESTS  
DIRECTED TO CHARTER FIBERLINK-MISSOURI, LLC**

Pursuant to Missouri Public Service Commission ("Commission") Rules 4 CSR 240-2.090(2) and 4 CSR 240-36.040(6), and to the discovery deadlines set forth in the Commission's *Order Setting Procedural Schedule* and *Amended Order Setting Procedural Schedule* issued herein on August 26 and 27, 2008, respectively, Charter Fiberlink-Missouri, LLC ("Charter") hereby supplements its Responses to CenturyTel of Missouri, LLC's ("CenturyTel") "First Set of Data Requests" ("DRs").

**CHARTER SUPPLEMENTAL RESPONSES TO**

**CENTURYTEL'S DATA REQUESTS**

DR No. 6: Admit that CenturyTel is not obligated to allow Charter to use, purchase or lease CenturyTel's Network Interface Devices ("NID" or "NIDs") in the manner contemplated by Charter's proposed Article IX, Section 3.5.1, as UNEs or otherwise, in Missouri. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 6:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 6:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Deny. CenturyTel is obligated to allow Charter to connect to the NID pursuant to Federal Communications Commission ("FCC") rules 51.319(c), 68.3, 68.105(a) and 68.213(b) and associated decisions.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

DR No. 7: Admit that NIDs—as that term is defined in 47 C.F.R. § 51.319(c)—purchased and installed by CenturyTel are owned by CenturyTel. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 7:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 7:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Admit in part. Charter admits that CenturyTel NIDs are owned by CenturyTel to the extent CenturyTel holds clear title to same. Charter does not admit that in all circumstances CenturyTel's "purchase and installation" of NIDs equates to ownership as, by way of limited example, CenturyTel might "purchase and install" NIDs at the request of a customer, property owner or other entity, which NIDs may be owned by the customer, property owner or other entity. Further, under FCC regulations, access to inside wiring on the customer side of the NID is not conditioned upon ownership of the NID.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)



DR No. 8: Admit that NIDs purchased and installed by CenturyTel are part of CenturyTel's network facilities. To the extent that you deny this request for admission, please explain your reasoning.

**Objection to DR No. 8:** Charter hereby incorporates by reference its general objections stated above and also objects to this Request on the grounds that it calls for a legal conclusion and is not reasonably calculated to lead to the discovery of admissible evidence.

**Response to DR No. 8:** Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Admit in part. Charter admits that CenturyTel NIDs to which CenturyTel holds clear title may be considered part of CenturyTel's "network facilities," however defined. Charter does not admit that in all circumstances CenturyTel's "purchase and installation" of NIDs makes such NIDs "part of CenturyTel's network facilities," as described in response to RFI No. 7. Further, Charter denies that inside wiring on the customer side of the NID constitutes CenturyTel's "network facilities" under applicable FCC regulations.

Responsible Person(s): Billy H. Pruitt  
Manager Carrier Relations (Contractor)

Respectfully submitted,

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Attorneys for Charter Fiberlink-Missouri, LLC

Dated: September 30, 2008

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 30th day of September, 2008, to General Counsel's Office at gencounsel@psc.mo.gov; Office of Public Counsel at opcservice@ded.mo.gov; and Larry Dority at lwdority@sprintmail.com.

**/s/ Mark W. Comley**

Mark W. Comley

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

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

**CHARTER FIBERLINK-MISSOURI, LLC'S SECOND SUPPLEMENTAL  
RESPONSES TO  
CENTURYTEL OF MISSOURI'S FIRST SET OF DATA REQUESTS  
DIRECTED TO CHARTER FIBERLINK-MISSOURI, LLC**

Pursuant to Missouri Public Service Commission ("Commission") Rules 4 CSR 240-2.090(2) and 4 CSR 240-36.040(6), and to the discovery deadlines set forth in the Commission's *Order Setting Procedural Schedule* and *Amended Order Setting Procedural Schedule* issued herein on August 26 and 27, 2008, respectively, Charter Fiberlink-Missouri, LLC ("Charter") hereby supplements its Response to CenturyTel of Missouri, LLC's ("CenturyTel") "First Set of Data Requests" ("DRs") No. 25.

**CHARTER SUPPLEMENTAL RESPONSE TO**  
**CENTURYTEL'S DATA REQUEST**

DR No. 25: Identify and provide copies of all documents, studies, reports, work papers or other supporting inputs or material used or relied upon by any person who will testify or submit written testimony (direct or rebuttal) on Charter's behalf.

Objection to DR No. 25: Charter hereby incorporates by reference its general objections stated above and also objects to this request on the grounds that it is vague and ambiguous in that it is not limited in time or context. Furthermore, the request is unreasonably overbroad and burdensome in that it requires Charter to produce information without limitations as to time or context here. Without waiving and subject to the foregoing objections, Charter will respond to this Request, and Confidential Information, if any, will be produced subject to the Protective Order entered in this proceeding or the Commission's Confidential Information rules.

Response to DR No. 25: Subject to and without waiving its September 8, 2008 objections, Charter responds as follows:

Charter's witnesses, to the extent that they used or relied upon any documents, referenced documents that: are publicly available, have already been provided to CenturyTel in this proceeding, or have been provided to CenturyTel in connection with a prior proceeding that CenturyTel was a party to. Generally, all of Charter's witnesses used and/or relied upon the parties' Joint Disputed Points list, as filed in this proceeding.

Specifically, Timothy J Gates used or relied upon the parties' previously filed briefs and summary disposition motions in connection with the NID commercial arbitration proceeding (AAA No. 51 494 Y 00524 07). James D. Webber used or relied upon Charter's testimony that

was previously filed in the Missouri interconnection agreement arbitration proceeding with SBC (Case No. TO-2005-0336). Saconna Blair used or relied upon Charter's residential service installer guide, which has already been provided to CenturyTel in response to RFI No. 9 (i.e., CONFIDENTIAL Attachments B and C) in this proceeding. Peggy Giaminetti used or relied upon Charter's testimony as filed in the number porting dispute between Charter and CenturyTel in Missouri (Case No. LC-2008-0049). Finally, Robert Gyori used or relied upon the Code of Federal Regulations, particularly 47 C.F.R. 9.3.

Because all of the aforementioned documents are publicly available and/or are already in CenturyTel's possession, Charter does not intend to provide copies of these documents to CenturyTel.

Responsible Person(s): Bill H. Pruitt  
Manager Carrier Relations

Respectfully submitted,

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Attorneys for Charter Fiberlink-Missouri, LLC

Dated: October 9, 2008

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 9th day of October, 2008, to General Counsel's Office at [gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov); Office of Public Counsel at [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov); and Larry Dority at [lwdority@springmail.com](mailto:lwdority@springmail.com).

**/s/ Mark W. Comley**

Mark W. Comley