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June 25, 2008

**VIA ELECTRONIC MAIL AND FEDERAL EXPRESS**

Filing Center  
Oregon Public Utility Commission  
550 Capitol Street NE  
Suite 215  
Salem, OR 97301-2551

Re: ARB 830 – Motion to Admit Testimony of CenturyTel of Oregon,  
Inc.

Dear Sir/Madam:

Enclosed are the Motion to Admit Testimony of CenturyTel of Oregon,  
Inc. and supporting Affidavits of Steven E. Watkins, Guy E. Miller, III, and Ted  
M. Hankins. The Certificate of Service is also enclosed.

Sincerely,



RICHARD A. FINNIGAN

RAF/km  
Enclosures

cc: Service List (via e-mail and U.S. mail)  
ALJ Wallace (via e-mail)  
Paul Schudel (via e-mail)  
Tom Moorman (via e-mail)  
James Overcash (via e-mail)  
Clients (via e-mail)

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6 BEFORE THE PUBLIC UTILITY COMMISSION  
7 OF OREGON

8 ARB 830

9 In the Matter of

10 SPRINT COMMUNICATIONS COMPANY  
11 L.P.

12 Petition For Arbitration of an Interconnection  
13 Agreement with CENTURYTEL OF  
14 OREGON, INC.

MOTION TO ADMIT TESTIMONY OF  
CENTURYTEL OF OREGON, INC.

15 CenturyTel of Oregon, Inc. moves that the following pre-filed testimony and exhibits, as  
16 amended, be admitted into the record of this proceeding:

17

Testimony	Witness
CenturyTel/1-8, CenturyTel 14	Guy E. Miller, III
CenturyTel/9-11, CenturyTel 16-17	Ted M. Hankins
CenturyTel/12-13, CenturyTel/15	Steven E. Watkins

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22 The affidavits of the above persons, attesting to the truth and accuracy of the testimony and  
23 exhibits, are attached. The Affidavit of Steven E. Watkins contains minor corrections to exhibit  
24 CenturyTel/15. Mr. Miller and Mr. Hankins do not have any corrections to their pre-filed exhibits.  
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MOTION TO ADMIT TESTIMONY OF  
CENTURYTEL OF OREGON, INC. - 1

Law Office of  
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Dated this 25th day of June, 2008.

Respectfully submitted,



RICHARD A. FINNIGAN, OSB No. 965357  
Attorney for CenturyTel of Oregon, Inc.

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**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**ARB 830**

In the Matter of

AFFIDAVIT OF GUY E. MILLER, III

SPRINT COMMUNICATIONS COMPANY  
L.P.

Petition For Arbitration of an Interconnection  
Agreement with CENTURYTEL OF  
OREGON, INC.

I, Guy E. Miller, III, being first duly sworn on oath, depose and say:

1. My full name is Guy E. Miller, III. I am Director-Carrier Relations Strategy and Policy for CenturyTel Service Group and I am appearing on behalf of CenturyTel of Oregon, Inc. ("CenturyTel").

2. I filed testimony and associated exhibits CenturyTel/1-8 and CenturyTel/14 on behalf of CenturyTel in this matter.

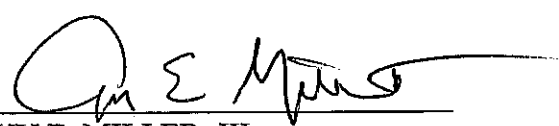
3. To the best of my knowledge, my pre-filed testimony and exhibits are true and accurate. If I were asked the same questions today, my answers would be the same.

AFFIDAVIT OF GUY E. MILLER, III - 1

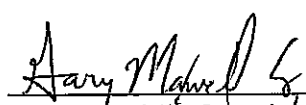
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(360) 956-7001

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SIGNED this 24th day of June, 2008.

  
GUY E. MILLER, III

SUBSCRIBED AND SWORN to before me this 24th day of June, 2008.

  
Notary Public for life  
My Commission Expires: at death

**Gary Maxwell Cox**  
**Louisiana Bar Roll No. 27419**  
**Notary Public, Ouachita Parish, Louisiana**  
**My Commission is for Life**



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**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**ARB 830**

In the Matter of

AFFIDAVIT OF TED M. HANKINS

SPRINT COMMUNICATIONS COMPANY  
L.P.

Petition For Arbitration of an Interconnection  
Agreement with CENTURYTEL OF  
OREGON, INC.

I, Ted M. Hankins, being first duly sworn on oath, depose and say:

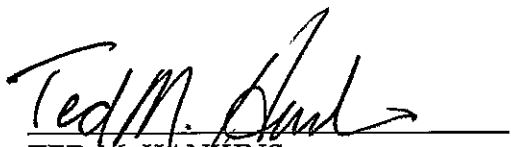
1. My full name is Ted M. Hankins. I am Director-Economic Analysis for CenturyTel Service Group and I am appearing on behalf of CenturyTel of Oregon, Inc. ("CenturyTel").

2. I filed testimony and associated exhibits CenturyTel/9-11 and CenturyTel/16-17 on behalf of CenturyTel in this matter.


3. To the best of my knowledge, my pre-filed testimony and exhibits are true and accurate. If I were asked the same questions today, my answers would be the same.

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SIGNED this 24th day of June, 2008.

  
TED M. HANKINS

SUBSCRIBED AND SWORN to before me this 24th day of June, 2008.

  
Notary Public for life  
My Commission Expires: at death

**Gary Maxwell Cox**  
**Louisiana Bar Roll No. 27419**  
**Notary Public, Ouachita Parish, Louisiana**  
**My Commission is for Life**

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BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON

ARB 830

In the Matter of  
  
SPRINT COMMUNICATIONS COMPANY  
L.P.  
  
Petition For Arbitration of an Interconnection  
Agreement with CENTURYTEL OF  
OREGON, INC.

AFFIDAVIT OF STEVEN E. WATKINS

I, Steven E. Watkins, being first duly sworn on oath, depose and say:

1. My name is Steven E. Watkins. I am a self-employed telecommunications management consultant and am appearing on behalf of CenturyTel of Oregon, Inc. ("CenturyTel").

2. I filed testimony and associated exhibits (CenturyTel/12-13 and CenturyTel/15) on behalf of CenturyTel in this matter.

3. I have noted that there are corrections to my testimony that should be made. Specifically, we make the following corrections:

a. Page 4, lines 12 through 15 of Exhibit CenturyTel/15 will now read:  
A concrete example of the POI and network arrangements must be described because it creates, in the context of evaluation of this arbitration issue, the point where the parties will exchange competitive local exchange traffic between their networks.



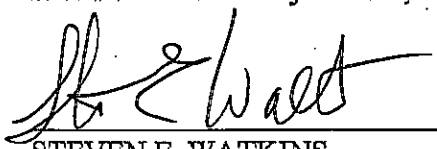
1           b.     Page 4, line 18 through Page 5, line 1 of Exhibit CenturyTel/15 will now read:  
2 As explained in the context of Issue #5, Sprint's separate facility charge arguments cannot be  
3 reconciled with the requirement that the POI must be on the incumbent network of CenturyTel and the  
4 fact that the transport *rate* for transport from that POI to the terminating location of a call already  
5 addresses the facilities used for such transport.

6           c.     Page 13, lines 14 through 16 of CenturyTel/15 will now read:  
7           All of the interconnection points and facilities being discussed in the Verizon Virginia  
8 proceeding were to be within the Verizon incumbent LEC service area.

9           d.     Page 27, lines 16 through 20 of CenturyTel/15 will now read:  
10           Finally, paragraph 201 of the *First Report and Order* from which Sprint quotes was written at a  
11 time when the FCC's Rules would have required superior interconnection arrangements under which  
12 Sprint would have to pay for the resulting extraordinary costs (as evidenced by the FCC throughout the  
13 section referenced by Mr. Burt).

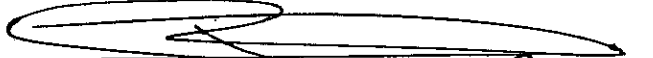
14           4.     Attached hereto as Attachment "A" are redline copies of pages 4, 13, and 27 of  
15 CenturyTel/15 showing the specific changes from the pre-filed testimony. Attached hereto as  
16 Attachment "B" are clean, substitute pages 4, 13, and 27 of CenturyTel/15.

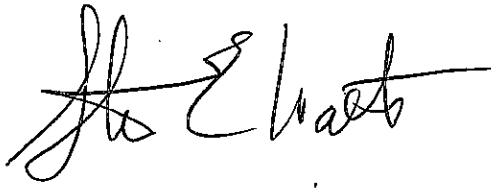
17           5.     With the corrections set forth above, to the best of my knowledge, my pre-filed  
18 testimony and exhibits are true and accurate. If I were asked the same questions today, my answers  
19 would be the same.

20           SIGNED this 24th day of June, 2008.  
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23           STEVEN E. WATKINS

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SUBSCRIBED AND SWORN to before me this 24th day of June, 2008.

  
Notary Public for Mandal  
My Commission Expires: 7-1-08



# **ATTACHMENT A**

1 **Issue # 4 — What direct interconnection terms should be included in the Interconnection**  
2 **Agreement?**

3  
4 **Q. Did Mr. Burt explain in his testimony where the Point of Interconnection between**  
5 **Sprint and CenturyTel would be for the anticipated competitive service traffic**  
6 **exchange between the parties?**

7 **A.** No. Without a specific proposal, any discussion of the Point of Interconnection (“POI”)  
8 issue and what the resulting trunking arrangements would be is relegated to discussion of  
9 hypothetical possibilities and positions. The determination of the POI and trunking  
10 arrangements which may be needed by the parties depends on several factors which  
11 CenturyTel has set forth in the contract proposal. *See Watkins Testimony at p. 6, lines 4-*  
12 *7 and p. 17, line 5 through p. 19, line 2.* A concrete example of the POI and network  
13 arrangements must be described because it creates, in the context of evaluation of this  
14 arbitration issue, the point where the parties will exchange competitive local exchange  
15 traffic between their networks. Moreover, throughout its arbitration petition and  
16 testimony, Sprint has unfortunately confused the specific issue of the location of the POI  
17 in its discussion of Issue #5 and its interpretation regarding the applicable requirements  
18 associated with the recovery of the costs of transport facilities. As explained in the  
19 context of Issue #5, Sprint’s separate facility charge arguments cannot be reconciled with  
20 the requirement that the POI must be on the incumbent network of CenturyTel and the  
21 fact that the transport *rate* for transport from that POI to the terminating location of a call

1 51.701(c)). Therefore, Sprint's proposed additional charge for the facility would  
2 represent double recovery in contradiction of the bill and keep agreement and the  
3 defining rules. Watkins Testimony at p. 28, line 16 through p. 29, line 2. As I have also  
4 explained, Mr. Burt's position that there should be a separate transport element in this  
5 instance is in error. There is no separate rule for separate facility charges beyond the rule  
6 that applies such sharing principles in the development of the *rate* for transport and  
7 termination. Watkins Testimony at p. 30, line 1 through p. 31, line 16.

8 **Q. Does Mr. Burt's reliance on the FCC's *Verizon Arbitration Decision* (Burt Testimony**  
9 **at p. 28, lines 650-659) to support his separate facility charge argument change your**  
10 **mind?**

11 **A.** No, for at least two additional reasons. First, the *Verizon Arbitration Decision*, as I  
12 explained in my Opening Testimony, is based on facts presented in that proceeding and  
13 those facts are *not the same* as those under consideration here. Watkins Testimony at p.  
14 26, line 1 through p. 38, line 10. ~~All~~Second, all of the interconnection points and  
15 facilities being discussed in the Verizon Virginia proceeding were to be within the  
16 Verizon incumbent LEC service area.

17 Second, Mr. Burt's testimony actually supports the CenturyTel position. The  
18 quote from the *Verizon Arbitration Decision* (Burt Testimony at p. 28, lines 656-659)  
19 acknowledges that the application of the rules depends on the "POI between the two  
20 carriers' networks." Sprint's position with respect to Issue 5 (as well as Issue 4)  
21 conflicts with this guiding requirement. As with Verizon in Virginia, the incumbent must

1 established requirement pursuant to access tariffs. There is no requirement for the parties  
2 to bill for local traffic because the parties have agreed to a bill and keep approach.

3 For these reasons, to the extent that CenturyTel's compromise and limited third  
4 party transit arrangement were utilized by the parties, *and* to the extent that call records  
5 are not available from the intermediary carrier, CenturyTel's proposal to utilize factors  
6 with Sprint is a more than reasonable and modest approach which should be adopted  
7 here.

8 **Q. What response do you have to Mr. Burt's suggestion (Burt Testimony at p. 61, lines**  
9 **1426-1432) that, in the context of Sections 251(c)(2) and 251(c)(3) of the Act,**  
10 **technical feasibility should not include consideration of accounting or billing**  
11 **restrictions?**

12 **A.** The comment is irrelevant. First, Section 251(c)(3) is outside the scope of this  
13 proceeding. Second, Section 251(c)(2), as I have explained already, includes  
14 requirements in addition to technical feasibility. The other requirements of "no more  
15 than equal" and a POI within the incumbent LEC service area are not rendered  
16 inapplicable by the technical feasibility provision. Finally, paragraph 201 of the *First*  
17 *Report and Order* from which Sprint quotes was written at a time when the FCC's Rules  
18 would have required superior interconnection arrangements under which Sprint would  
19 have to pay for the resulting extraordinary costs (as evidenced by the FCC throughout the  
20 section referenced by Mr. Burt) ~~that are result~~. Those rules were subsequently reversed  
21 by the courts. Watkins Testimony at p. 10, line 1 through p. 11, line 15.

# **ATTACHMENT B**

1 Issue # 4 -- What direct interconnection terms should be included in the Interconnection  
2 Agreement?  
3

4 Q. Did Mr. Burt explain in his testimony where the Point of Interconnection between  
5 Sprint and CenturyTel would be for the anticipated competitive service traffic  
6 exchange between the parties?

7 A. No. Without a specific proposal, any discussion of the Point of Interconnection ("POI")  
8 issue and what the resulting trunking arrangements would be is relegated to discussion of  
9 hypothetical possibilities and positions. The determination of the POI and trunking  
10 arrangements which may be needed by the parties depends on several factors which  
11 CenturyTel has set forth in the contract proposal. See Watkins Testimony at p. 6, lines 4-  
12 7 and p. 17, line 5 through p. 19, line 2. A concrete example of the POI and network  
13 arrangements must be described because it creates, in the context of evaluation of this  
14 arbitration issue, the point where the parties will exchange competitive local exchange  
15 traffic between their networks. Moreover, throughout its arbitration petition and  
16 testimony, Sprint has unfortunately confused the specific issue of the location of the POI  
17 in its discussion of Issue #5 and its interpretation regarding the applicable requirements  
18 associated with the recovery of the costs of transport facilities. As explained in the  
19 context of Issue #5, Sprint's separate facility charge arguments cannot be reconciled with  
20 the requirement that the POI must be on the incumbent network of CenturyTel and the  
21 fact that the transport *rate* for transport from that POI to the terminating location of a call



1 51.701(c)). Therefore, Sprint's proposed additional charge for the facility would  
2 represent double recovery in contradiction of the bill and keep agreement and the  
3 defining rules. Watkins Testimony at p. 28, line 16 through p. 29, line 2. As I have also  
4 explained, Mr. Burt's position that there should be a separate transport element in this  
5 instance is in error. There is no separate rule for separate facility charges beyond the rule  
6 that applies such sharing principles in the development of the *rate* for transport and  
7 termination. Watkins Testimony at p. 30, line 1 through p. 31, line 16.

8 **Q. Does Mr. Burt's reliance on the FCC's *Verizon Arbitration Decision* (Burt Testimony**  
9 **at p. 28, lines 650-659) to support his separate facility charge argument change your**  
10 **mind?**

11 **A.** No, for at least two additional reasons. First, the *Verizon Arbitration Decision*, as I  
12 explained in my Opening Testimony, is based on facts presented in that proceeding and  
13 those facts are *not the same* as those under consideration here. Watkins Testimony at p.  
14 26, line 1 through p. 38, line 10. All of the interconnection points and facilities being  
15 discussed in the Verizon Virginia proceeding were to be within the Verizon incumbent  
16 LEC service area.

17 Second, Mr. Burt's testimony actually supports the CenturyTel position. The  
18 quote from the *Verizon Arbitration Decision* (Burt Testimony at p. 28, lines 656-659)  
19 acknowledges that the application of the rules depends on the "POI between the two  
20 carriers' networks." Sprint's position with respect to Issue 5 (as well as Issue 4)  
21 conflicts with this guiding requirement: As with Verizon in Virginia, the incumbent must

1 established requirement pursuant to access tariffs. There is no requirement for the parties  
2 to bill for local traffic because the parties have agreed to a bill and keep approach.

3 For these reasons, to the extent that CenturyTel's compromise and limited third  
4 party transit arrangement were utilized by the parties, *and* to the extent that call records  
5 are not available from the intermediary carrier, CenturyTel's proposal to utilize factors  
6 with Sprint is a more than reasonable and modest approach which should be adopted  
7 here.

8 **Q. What response do you have to Mr. Burt's suggestion (Burt Testimony at p. 61, lines**  
9 **1426-1432) that, in the context of Sections 251(c)(2) and 251(c)(3) of the Act,**  
10 **technical feasibility should not include consideration of accounting or billing**  
11 **restrictions?**

12 **A.** The comment is irrelevant. First, Section 251(c)(3) is outside the scope of this  
13 proceeding. Second, Section 251(c)(2), as I have explained already, includes  
14 requirements in addition to technical feasibility. The other requirements of "no more  
15 than equal" and a POI within the incumbent LEC service area are not rendered  
16 inapplicable by the technical feasibility provision. Finally, paragraph 201 of the *First*  
17 *Report and Order* from which Sprint quotes was written at a time when the FCC's Rules  
18 would have required superior interconnection arrangements under which Sprint would  
19 have to pay for the resulting extraordinary costs (as evidenced by the FCC throughout the  
20 section referenced by Mr. Burt). Those rules were subsequently reversed by the courts.  
21 Watkins Testimony at p. 10, line 1 through p. 11, line 15.

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**CERTIFICATE OF SERVICE**  
**ARB 830**

I certify that I have this day sent the attached Motion to Admit Testimony of CenturyTel of Oregon, Inc., Affidavit of Steven E. Watkins, Affidavit of Guy E. Miller, III and Affidavit of Ted M. Hankins by electronic mail and Federal Express to the following:

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FILING CENTER  
PUBLIC UTILITY COMMISSION OF OREGON  
550 CAPITOL STREET NE, SUITE 215  
SALEM, OR 97301-2551  
puc.filingcenter@state.or.us

I further certify that I have this day sent the attached Motion to Admit Testimony of CenturyTel of Oregon, Inc., Affidavit of Steven E. Watkins, Affidavit of Guy E. Miller, III and Affidavit of Ted M. Hankins by U.S. mail and electronic mail pursuant to OAR 860-013-0070, to the following parties or attorneys of parties:

JANETTE LUEHRING  
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OVERLAND PARK, KS 66251  
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KRISTIN L. JACOBSON  
201 MISSION ST STE 1400  
SAN FRANCISCO, CA 94105  
kristin.l.jacobson@sprint.com

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Dated at Olympia, Washington, this 25th day of June, 2008.

  
Richard A. Finnigan, OSB #965357  
Attorney for CenturyTel of Oregon, Inc.