

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

FullTel, Inc.	)	
	)	
Complainant,	)	
	)	
v.	)	<b>Case No. TC-2006-0068</b>
	)	
CenturyTel of Missouri, LLC,	)	
	)	
Respondent.	)	

**MOTION FOR CLARIFICATION**

CenturyTel of Missouri, LLC ("CenturyTel" or "Respondent"), pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-2.080, respectfully submits its Motion for Clarification of the Commission's Report and Order ("Order") issued in this matter on June 15, 2006, effective June 25, 2006.

1. In this matter, Complainant FullTel asserted that certain traffic should be exchanged between itself and CenturyTel pursuant to the terms of a local interconnection agreement recognized by the Commission in Case No. TK-2005-0079. In the Discussion section of the Commission's Order, the Commission suggests that, "CenturyTel, however, refused to implement the agreement because FullTel intended to send only ISP-bound traffic over the proposed interconnection facility." However, as the record clearly reveals, the basis for CenturyTel's actions under the agreement was not that FullTel intended "to send only ISP-bound traffic over the proposed interconnection facility," but rather it was the fact that the traffic is non-local and did not fall within the definition of telephone exchange service. (Tr. 187). The traffic at issue in this proceeding was interexchange in nature and, consequently, CenturyTel offered FullTel access to

CenturyTel's network to exchange such traffic pursuant to the terms of CenturyTel's access tariffs. (Tr. 186).

2. Indeed, in the Commission's Findings of Fact and referenced transcript citations therein (set forth below), the Commission finds that "CenturyTel refused to allow FullTel to interconnect because CenturyTel objected to the nature of the traffic FullTel intends to provide." (Paragraph 4, page 3).

- "That it was interexchange traffic." (Tr. 133);
- "All of the traffic that has been presented today that would originate in these given exchanges and would terminate in Oklahoma City, all of that traffic is interexchange in nature; therefore, non-local." (Tr. 147);
- "That the traffic is non-local? Yes." (Tr. 186);
- "And there's a separate category under that local qualification that would be interpreted under this agreement as ISP bound. But it still must be within the local calling area." (Tr. 188).

3. In its Conclusions of Law section of the Order, the Commission states that "Other than objecting to the nature of the traffic FullTel intended to transmit, CenturyTel has offered no reason for refusing to allow FullTel to interconnect." The Commission further reasons that since FullTel no longer has the one customer whose traffic FullTel intended to transmit, therefore, CenturyTel's only reason for denying interconnection no longer exists. Accordingly, "[t]he Commission will therefore direct CenturyTel to take whatever steps are necessary to effect its interconnection with FullTel such that traffic may be exchanged if and when FullTel acquires a customer in the exchanges served by that interconnection." (Order, page 4). (emphasis added)

4. To be absolutely clear, CenturyTel is prepared to exchange local traffic with FullTel pursuant to the subject interconnection agreement, "when FullTel acquires a customer in the exchanges served by that interconnection" in accordance with its understanding of what the Commission's Order requires.

Q. And does CenturyTel have any problem with exchanging local traffic with FullTel pursuant to the Brooks agreement?

A. Absolutely not. (Tr. 147).

5. Order Paragraph 1 of the Commission's Order states: "CenturyTel of Missouri, LLC shall honor the interconnection agreement it has with FullTel, Inc., by taking whatever steps are necessary to actually interconnect and exchange traffic with FullTel." CenturyTel will follow the processes set forth in the subject agreement for effectuating local interconnection and stands ready to accept and process FullTel orders for interconnection. This will position CenturyTel and FullTel to exchange local traffic "when FullTel acquires a customer in the exchanges served by that interconnection." Consistent with its interpretation of the Commission's Order, CenturyTel concludes that any future traffic that is interexchange in nature arising from the fact that FullTel's customer is not located within the exchanges served by the interconnection, would not be covered by the subject local interconnection agreement. CenturyTel stands ready to interconnect and exchange such non-local interexchange traffic pursuant to CenturyTel's applicable access tariffs.

6. In addition, the Commission's Order provides in Paragraph 8 of its Findings of Fact as follows: "Under such interconnection, FullTel's single point of interconnection with CenturyTel shall be in Branson, Missouri." CenturyTel understands the Commission's order to mean that FullTel's *initial* point of interconnection with

CenturyTel in the Springfield LATA will be in Branson, Missouri, but that such single POI would not be established in perpetuity. (*See*, Tr. 235-236)<sup>1</sup>

7. To the extent, and only to the extent, that CenturyTel has not clearly interpreted the Commission's Order, CenturyTel hereby seeks clarification. Even if the Commission chooses not to issue an Order of Clarification, CenturyTel believes that the record of this proceeding will be served by its filing this pleading.

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<sup>1</sup> "I will – in the interconnection agreement, too, it looks like Section 2.2.4, 2.2.5, this is page 71 of the seriated numbered agreement. It does say in here, too, that in the event the traffic volume exceeds a Verizon end office and the ICG POI which is carried by a final tandem interconnection trunk or it exceeds the busy hour equivalent of one DS-1 at any time and/or 200,000 combined minutes of use for a single month, a – a – a new POI basically is going to be established.

The originating party shall promptly establish new end office one-way interconnection trunk groups between the Verizon end office and the POI. It also goes on further to say, too, that there is a maximum number of trunks that they can even have at a tandem level, which is equal to – it looks like ten DS-1s would be the maximum trunks you could even have at a tandem level." (CenturyTel Witness Smith responding to questions from Commissioner Murray.)

WHEREFORE, CenturyTel of Missouri, LLC respectfully requests that the Commission consider this motion for clarification and thereafter clarify its Report and Order to any extent required.

Respectfully submitted,

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### **CERTIFICATE OF SERVICE**

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel (at [gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov)), William K. Haas, Deputy General Counsel (at [william.haas@psc.mo.gov](mailto:william.haas@psc.mo.gov)), the Office of Public Counsel (at [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)), and counsel for FullTel, Inc. (at [comleym@ncrpc.com](mailto:comleym@ncrpc.com) & [AKlein@KleinLawPLLC.com](mailto:AKlein@KleinLawPLLC.com)), on this 23rd day of June 2006.

/s/ Larry W. Dority