

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

Complaint of FullTel, Inc., for Enforcement
Of Interconnection Obligations of CenturyTel
of Missouri, LLC

FullTel, Inc.

Complainant

v.

CenturyTel of Missouri, LLC,

Respondent

Case No. TC-2006-0068

RESPONSE TO ORDER DIRECTING FILING

Comes now FullTel, Inc. (FullTel) by and through counsel, and in response to the Commission's Order Directing Filing of November 23, 2005, submits that the parties were not able to agree upon a single affidavit addressing the Commission's order and in consequence thereof are filing separate pleadings. The Commission will therefore find under the cover of this pleading the affidavit of Roger P. Baresel, President of FullTel, in which he states with specificity the nature of the traffic which will travel through the anticipated interconnection at issue in this matter.

Respectfully submitted,

/s/ Mark W. Comley

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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 7th day of December, 2005, to General Counsel's Office at gencounsel@psc.state.mo.us; Office of Public Counsel at opcservice@ded.state.mo.us; and to Larry W. Dority at lwdority@sprintmail.com.

/s/ Mark W. Comley

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AFFIDAVIT OF ROGER P. BARESEL

COUNTY OF OKLAHOMA)	
) ss:	
STATE OF OKLAHOMA)	

ROGER P. BARESEL, being duly sworn, deposes and says:

1. I am the President of FullTel, Inc., (FullTel) and submit this Affidavit in accordance with the Commission's Order Directing Filing dated November 23, 2005. In that order, the Commission directed the parties to identify the nature of the traffic that will travel through the anticipated interconnection in the captioned matter. I have prepared my affidavit pursuant to that expectation.

2. The Commission recognized FullTel's adoption of the terms and conditions of the interconnection agreement between Brooks Fiber and GTE Midwest, d/b/a Verizon Midwest (hereinafter, the "Interconnection Agreement" or "Agreement"). A copy of the Interconnection Agreement was attached as Exhibit 1 to the Joint Stipulation of Fact filed in this proceeding. Both parties have acknowledged in that Joint Stipulation that the Interconnection Agreement is currently in effect between the parties.

3. Eight months ago, FullTel informed CenturyTel that it intended to establish a single point of interconnection (POI) with CenturyTel at CenturyTel's Branson central office in order to provide service in the exchange areas of Ava, Mansfield, Willow Springs and Gainesville. These exchanges are within the same Local Access and Transport Area (LATA) as Branson.

4. The Interconnection Agreement identifies and covers several forms of traffic, including "Reciprocal Compensation Traffic," defined at defined at section 2.83 of the Glossary, and "ISP-bound Traffic," defined at sections 2.54 and 2.42. There is no definition of "Local Traffic" in the Glossary (at section 2.61, where that definition would logically be found, the Agreement says "Intentionally left blank"). Missouri PSC Staff conclude that "the ISP-bound traffic provisions of the interconnection agreement are applicable to the instant complaint."¹

5. The Interconnection Agreement uses the terms "Reciprocal Compensation Traffic" and "ISP-bound Traffic" rather than "local traffic" to define the parties' rights and obligations respecting the nature of the traffic that will travel through the anticipated interconnection. Specifically, the Agreement provides that both Reciprocal Compensation Traffic and ISP-bound traffic will be treated the same for purposes of this matter, stating that

¹ Staff's Report, at page 5.

- a. “[e]ach Party (“Originating Party”), *at its own expense*, shall provide for the delivery to the relevant IP of the other Party (“Receiving Party”) *Reciprocal Compensation Traffic and ISP-bound Traffic*,”²
- b. “ISP-bound Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC regulations”³ and
- c. “the IP of a Party (“Receiving Party”) for ISP-bound Traffic delivered to the Receiving Party by the other Party *shall be the same* as the IP of the Receiving Party for Reciprocal Compensation Traffic[.]”⁴

6. The legal significance of the terms of the Agreement, and CenturyTel's obligations to bring the traffic to the Point of Interconnection, have already been briefed and submitted.

7. It is FullTel's intent to provide, in the Southwest Missouri market, both voice and data. Initially, most if not all of the traffic to be exchanged with CenturyTel would be ISP-bound Traffic (for a Missouri-based ISP), that would be picked up by FullTel at its POI in Branson and transported by FullTel to its switch in Oklahoma City, Oklahoma. To the extent this ISP-bound Traffic is data traffic, it would originate in, and may or may not terminate in, the local calling scope (dependant upon whether the website the customer is accessing is located within that customer's local calling scope, and that location is considered to be the end point). Irregardless, the key is that this traffic would be ISP-bound Traffic under the Agreement.

8. As FullTel rolls out local voice service to customers in the Branson region, an increasing portion of the traffic flowing over the contemplated interconnection would terminate

² FullTel/CenturyTel Interconnection Agreement, at page 54 (*emphasis added*).

³ *Id.*, at page 67.

⁴ *Id.*, at pages 67-68 (*emphasis added*).

to other end user customers (*i.e.*, neighbors, local businesses) within the local calling scope. Beginning with a data service and then introducing voice service is the only way that a small competitor can economically justify entering a new market, and emulates the approach that FullTel has taken in Oklahoma where we currently offer local voice and data services.

9. FullTel seeks to compete in Southwest Missouri at the request of a current CenturyTel customer – a Missouri ISP – who requested that we come to Missouri to provide a competitive alternative to CenturyTel. We have been attempting to effectuate interconnection with CenturyTel to serve this customer since June of 2004 (*i.e.*, for nearly 18 months).

10. This concludes my Affidavit.

/s/ Roger P. Baresel

Roger P. Baresel

Sworn to before me this
6th day of December, 2005

/s/ Denise C. Manning

Notary Public for Oklahoma County, OK