

**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)	
)	Case No. TC-2006-0068
)	
v.)	
)	
)	
CenturyTel of Missouri, LLC,)	
)	
Respondent)	

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 to (1) advise the Commission that the failure to resolve this matter on an expedited basis has now cost FullTel the customer who had requested service, and (2) to clarify the nature of the traffic that would have traveled through the interconnection with CenturyTel.

2. The only reason why FullTel is still filing this affidavit is with the hope that the Commission will immediately require CenturyTel to obey the law and that FullTel may then be able to convince the customer to reconsider its cancellation.

3. On September 30, 2004, FullTel notified CenturyTel of FullTel's intention to interconnect with CenturyTel for the purpose of bringing competitive services to Southwest Missouri. What should have been a straightforward and relatively easy process has been plagued by one delay after another as CenturyTel has attempted to stifle any competition in this market.

4. Upon the filing of the Complaint, the Commission granted – back in August of 2005 – expedited treatment for this proceeding.

5. When asked to justify expedited treatment, FullTel advised the Commission that it sought to enter Missouri in order to provide service to a new customer. Given the five month delay that ensued, that customer has now cancelled the contract and FullTel has returned its deposit.

6. During the course of this proceeding, CenturyTel was provided with certain information relating to the interconnection requested by FullTel – including the type of customer, volume of traffic and points of interconnection. Armed with this information, it is my understanding that CenturyTel was able to identify the potential customer and has now pressed that customer regarding this matter.

7. The Commission has requested information relating to “local traffic.” There is no definition of “local traffic” in the Interconnection Agreement. At section 2.61, where that definition would logically be found, the Agreement says “Intentionally left blank.”

8. The Interconnection Agreement instead categorizes traffic as “Reciprocal Compensation Traffic” (section 2.83) or “ISP-bound Traffic” (sections 2.54 and 2.42).

9. Initially, most if not all of the traffic to be exchanged with CenturyTel would be ISP-bound Traffic on behalf of a Missouri ISP. The interconnection facilities will be located in Branson and will be used to receive traffic originating from CenturyTel’s local calling areas in the neighboring towns of Ava, Mansfield, Willow Springs and Gainesville.

10. FullTel will then transport the Missouri ISP’s ISP-bound Traffic over FullTel’s network back to Oklahoma where the Missouri ISP’s ISP-bound Traffic would be consolidated further and routed to the Internet.

11. Missouri PSC Staff conclude that “the ISP-bound traffic provisions of the interconnection agreement are applicable to the instant complaint.” (Staff’s Report, at page 5)

12. These provisions specifically provide that both Reciprocal Compensation Traffic and ISP-bound traffic will be treated the same for purposes of this matter, and that CenturyTel is clearly obligated to bring both forms of traffic to the Point of Interconnection. That is all we are seeking.

13. We were requested by a Missouri-based company to bring a competitive service to this underserved area of Missouri. The revenue from the provision of service to this company was to be used to offset a portion of the cost of expanding our network to Missouri. This would have then provided the basis for bringing further competition to Southwest Missouri. As our Missouri customer base grew we would then be able to