

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

In the Matter of the Application for)	
Approval of a 251 Agreement Exclusively)	
For Inter-carrier Compensation Between)	Case No. TK-2006-0262
Southwestern Bell Telephone, L.P., d/b/a)	
AT&T Missouri, and Camarato)	
Distributing, Inc.		

**SOUTHWESTERN BELL TELEPHONE, L.P., D/B/A AT&T MISSOURI'S
RESPONSE TO STAFF RECOMMENDATION**

Comes now Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri ("AT&T Missouri") and, for its Response to Staff Recommendation, states as follows:

1. On December 16, 2005, AT&T Missouri filed its Application for Approval of a 251 Agreement Exclusively For Inter-carrier Compensation Between Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, and Camarato Distributing, Inc.

2. On February 8, 2006, the Staff of the Missouri Public Service Commission ("Staff") filed its Staff Recommendation ("Recommendation"). In its Recommendation, Staff states: "[t]he Interconnection Agreement between AT&T and Camarato does not include a transiting traffic provision. Transiting traffic is traffic delivered by Camarato to AT&T and transited by AT&T to a third-party carrier."¹ Staff recommended that the Commission determine whether AT&T Missouri and Camarato entered into, or intend to enter into, a transiting traffic agreement before the Commission approves or rejects the Interconnection Agreement ("ICA").²

¹ See Staff Recommendation, page 1, paragraph 3.

² See Staff Recommendation, page 4.

3. Staff is correct that the ICA between AT&T Missouri and Camarato does not include a transiting traffic provision. AT&T Missouri and Camarato have not entered into an agreement to transit traffic to or from a Camarato network and, at this time, do not intend to enter into an agreement to transit traffic to or from a Camarato network because Camarato is not a facilities-based competitive local exchange carrier in Missouri. Thus, this case is distinguishable from Application of Missouri RSA No. 5 Partnership d/b/a Chariton Valley Wireless for Approval of a Direct Interconnection Agreement and for a Related Indirect Transiting Traffic Services Agreement with Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, Pursuant to the Telecommunications Act of 1996, Case No. TK-2005-0447, wherein: (1) Chariton Valley Wireless and SBC Missouri had entered into a transit traffic agreement; (2) the Commission approved the ICA between Chariton Valley Wireless and SBC Missouri; and (3) the Commission ordered Chariton Valley Wireless and SBC Missouri to submit with the ICA both the Wireless Service Provider Agreement and the Transit Traffic service agreement. Here, as previously stated, AT&T Missouri and Camarato do not have a transit traffic agreement.

4. This case is more akin to In the Matter of the Application of Level 3 Communications, LLC, and Southwestern Bell Telephone Company, L.P., d/b/a SBC Missouri for Approval of their Negotiated Interconnection Agreement and Superseding Amendment under Section 251(e)(1) of the Telecommunications Act, Case No. TK-2005-0285, wherein: (1) Level 3 and SBC Missouri had not yet entered into a transiting traffic agreement; and (2) the Commission approved the ICA, but held that when the parties finalized a transiting traffic commercial agreement, they should file it with the Commission for approval under Section 252(e) of the Telecommunications Act as an


amendment to the ICA. The Commission specifically held that if, at the time Level 3 and SBC Missouri file the transiting traffic commercial agreement for approval under Section 252(e), they continue to believe that the agreement does not need to be approved under that section, they may reassert that argument and the Commission would address that question at that time.

5. Camarato has a commercial agreement for Local Wholesale CompleteTM (“LWC”) with AT&T Missouri pursuant to which Camarato can purchase a substitute for the basic analog unbundled network element platform (“UNE-P”). Because reciprocal compensation is a Section 251(b) matter, reciprocal compensation terms and conditions, including pricing, could not be negotiated and included as part of the LWC agreement. Instead, AT&T Missouri and Camarato separately negotiated reciprocal compensation terms and conditions that, among other types of traffic, covers the 251(b) traffic originated by Camarato’s LWC end users to AT&T Missouri’s customers and vice versa, memorialized those terms and conditions in the ICA, and have submitted it to the Commission as is required by 47 U.S.C. § 251.

WHEREFORE, AT&T Missouri respectfully requests the Commission to approve the 251 Agreement Exclusively for Intercarrier Compensation Between Southwestern Bell Telephone, L.P., and Camarato Distributing, Inc.

Respectfully submitted,

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CERTIFICATE OF SERVICE

Copies of this document were served on all counsel of record by e-mail on February 17, 2006.


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