

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

Petition of Socket Telecom, LLC for Compulsory)
Arbitration of Interconnection Agreements with)
CenturyTel of Missouri, LLC and Spectra) **Case No. TO-2006-0299**
Communications, LLC pursuant to Section 252(b)(1) of)
the Telecommunications Act of 1996.)

RESPONSE TO SOCKET TELECOM'S PETITION FOR ARBITRATION

CenturyTel of Missouri, LLC ("CenturyTel") and Spectra Communications Group, LLC ("Spectra") (collectively, the "CenturyTel Parties") file this response to the Petition for Arbitration (the "Petition") of Socket Telecom, LLC ("Socket"), for compulsory arbitration pursuant to Section 252(b)(1) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("FTA"), the Missouri Public Service Commission's (the "Commission") rules, and other applicable law. Pursuant to 47 U.S.C. § 252(b)(3), 4 CSR 240-36.040(7) and the Commission's Order Directing Notice of Petition for Arbitration, the CenturyTel Parties now timely file this Response to Socket's Petition. The CenturyTel Parties respectfully request that the Commission arbitrate and determine the contested issues and in the end, determine the appropriate terms, conditions, and prices for the proposed interconnection agreements between Socket and the CenturyTel Parties.

**I.
INTRODUCTION**

1. On January 13, 2006, Socket filed its Petition asking the Commission to decide what appear to be more than 169 substantive issues relating to the development of successor interconnection agreements ("ICAs") between Socket and each of the CenturyTel Parties. Rather than propose interconnection terms that relate to the

CenturyTel's Response to Socket Arbitration Petition

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MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE V – INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			CenturyTel's end users and terminated to as ISP served by Socket (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order. In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order"), if the call (i) originates from end users and terminates to as ISP in the same CenturyTel exchange area; or (ii) originates from end users and terminates to an ISP within different CenturyTel Exchanges that share common mandatory local calling area, as defined in CenturyTel's tariff, e.g., mandatory Extended Area Service or other like types of mandatory expanded local calling scopes.	inter-carrier compensation, most notably ISP-Bound Traffic. In addition, CenturyTel erroneously seeks to apply intrastate access charges to FX traffic (even in MCA areas where the Commission has held that bill-and-keep applies).	<u>Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. The Charges for the transport and termination of optional EAS, intral ATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.</u>	scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC's operations and offerings.
			9.2 For purposes of Inter-carrier Compensation, Section 251(b) (5) Traffic, ISP-Bound Traffic, Foreign Exchange Traffic ("FX Traffic"), and Transit Traffic shall be further defined as MCA traffic and non-MCA traffic.		<u>9.2.2 Bill and Keep. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.</u>	The Commission should reject Socket's attempt to unduly expand the scope of the parties' successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is "local" or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other
			9.2.1 MCA Traffic is traffic originated by a party providing a local calling scope pursuant to the Case No. TO-92-306 and Case No. TO-99-483		<u>9.2.3 VNXX Traffic. If Socket</u>	

Key: **Bold language represents language proposed by Socket and opposed by CenturyTel.**
Underlined language represents language proposed by CenturyTel and opposed by Socket.