

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of the Adoption of)
an Interconnection Agreement with) Cause No. LO-2004-0448
Spectra Communications Group, LLC)
by Big River Telephone Company, LLC.)

FILING MEMORANDUM

COMES NOW Big River Telephone Company, LLC ("BIG RIVER"), pursuant to 4 CSR 240-2.080(20) and herewith files Exhibit A to its Reply to Spectra's Comments in Opposition Regarding Adoption of Interconnection Agreement which was inadvertently omitted from its Reply when filed on April 5, 2004, in connection with the above-styled proceeding.

Respectfully submitted,

CURTIS, OETTING, HEINZ,
GARRETT & O'KEEFE, P.C.

/s/ Carl J. Lumley

Carl J. Lumley, #32869
Leland B. Curtis, #20550
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
(314) 725-8788
(314) 725-8789 (FAX)
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Attorneys for Big River
Telephone Company, LLC

Certificate of Service

A true and correct copy of the foregoing document was mailed this 8th day of April, 2004, by placing same in the U.S. Mail, postage paid to:

Office of Public Counsel
P.O. Box 2230
Jefferson City, Missouri 65102

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Fischer & Dority
101 Madison, Suite 400
Jefferson City, Missouri 65101

/s/ Carl J. Lumley



February 6, 2004

EXHIBIT A

Big River Telephone Company
Gerard J. Howe
CEO
24 S. Minnesota Ave.
Cape Girardeau, MO 63703

Subject: Big River Telephone Company's adoption of the Interconnection, Resale and Unbundling Agreement between Spectra Communications Group, LLC and Chariton Valley Telecom Corporation

Dear Mr. Howe:

SPECTRA COMMUNICATIONS GROUP, LLC ("SPECTRA") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), BIG RIVER TELEPHONE COMPANY ("BIG RIVER") wishes to adopt the terms of the Interconnection, Resale and Unbundling Agreement between SPECTRA and Chariton Valley Telecom Corporation ("Chariton Valley") that was approved by the Missouri Public Service Commission as an effective Agreement in the State of Missouri in Case Number CK-2003-0104 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below, BIG RIVER adopts the Terms of the Chariton Valley agreement for the provision of SPECTRA services for Interconnection, Resale and Unbundling and in applying the Terms, agrees that BIG RIVER shall be substituted in place of Chariton Valley in the Terms wherever appropriate.
2. BIG RIVER requests that notice to BIG RIVER as may be required under the Terms shall be provided as follows:

To: Big River Telephone Company
Manager – Contract Compliance
24 S. Minnesota Ave.
Cape Girardeau, MO 63703

Copy: Curtis, Oetting, Heinz, Garrett & O'Keefe
Carl Lumley
130 S. Bemiston, Suite 200
Clayton, MO 63105

SPECTRA requests that notice to SPECTRA as may be required under the Terms shall be provided as follows:

To: Spectra
Attn: Director Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
(318) 330-6148

Copy: Spectra
Attn: Director External Affairs
911 North Bishop, Suite C-207
Texarkana, TX 75501
(903) 792-3499

3. **BIG RIVER represents and warrants that it is a certified provider of local telecommunications service in the State of Missouri, and that its adoption of the Terms will cover services in the State of Missouri only.**
4. BIG RIVER'S adoption of the Chariton Valley Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate pursuant to the Chariton Valley Terms.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), SPECTRA does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by SPECTRA of the Terms does not in any way constitute a waiver by SPECTRA of any position as to the Terms or a portion thereof, nor does it constitute a waiver by SPECTRA of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of BIG RIVER'S 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing Interconnection Agreement with regard to the rates paid for the exchange of ISP-bound traffic.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
8. **SPECTRA reserves the right to deny BIG RIVER'S adoption and/or application of the Terms, in whole or in part, at any time:**
 - (A) **when the costs of providing the Terms to BIG RIVER are greater than the costs of providing it to Chariton Valley;**

- (B) **if the provision of the Terms to BIG RIVER is not technically feasible**; and/or to the extent BIG RIVER already has an existing Interconnection, Resale and Unbundling Agreement (or existing 252(i) adoption) with SPECTRA and the Terms were approved before the date of approval of the existing Interconnection, Resale and Unbundling Agreement (or the effective date of the existing 252(i) adoption); or
 - (C) when Non-Recurring charges applicable to Interconnection, Resale and Unbundling are in SPECTRA's local tariff, rates apply without discount.
- 9. Should BIG RIVER attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, SPECTRA reserves its rights to seek appropriate legal and/or equitable relief.
- 10. The Parties acknowledge that SPECTRA is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153 as provided by 47 U.S.C. 251(f)). By entering into this Agreement, SPECTRA is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

SPECTRA COMMUNICATIONS GROUP, LLC

(SIGNATURE)

(Print Name)

(Print Title)

Reviewed and countersigned:

BIG RIVER TELEPHON COMPANY

(SIGNATURE)

(Print Name)

(Print Title)