

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of Big River Telephone Company,)	
LLC's Request for Expedited Approval of its)	Case No. TT-2010-0141
Tariff Change Introducing Foreign Exchange)	
Service.)	

**BIG RIVER TELEPHONE COMPANY, LLC'S
RESPONSE TO CHARITON VALLEY TELEPHONE CORPORATION'S
APPLICATION TO INTERVENE, MOTION TO REJECT TARIFFS, AND
MOTION TO SUSPEND TARIFFS**

COMES NOW Big River Telephone Company, LLC ("Big River") pursuant to 4 CSR 240-2.080(15), and for its Response to Chariton Valley Telephone Corporation's Application to Intervene, Motion to Reject Tariffs and Motion to Suspend Tariffs,¹ states as follows:

1. Contrary to Chariton's assertions, Big River's proposed tariffs introducing FX service as a new service are not moot. It is not up to Chariton to decide whether or not its competitor Big River wants to offer FX service to customers. Moreover, Big River's service area is not limited to Chariton exchanges.

2. Contrary to Chariton's assertions, the approved Interconnection Agreement between it and Big River expressly recognizes that Big River may provide FX service pursuant to approved tariffs, and exchange such local traffic with Chariton pursuant to the agreement. "Local Traffic", as defined in Attachment A, section 2.44, expressly includes "Foreign Exchange ("FX") Service provided in accordance with approved tariffs." The FX service in turn is defined at Attachment A, section 2.27, as "a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different rate Center Area ("Foreign Exchange Area"). The customer is to be "assigned a telephone number associated with the Foreign

¹ Big River also incorporates by reference its prior pleadings in this case.

Exchange Area.”² Moreover, the very same provisions of the Interconnection Agreement cited by Chariton purportedly in support of its objections to Big River’s proposed tariffs (Chariton Motion to Suspend, para. 20) actually expressly recognize that Big River may provide FX service. For example, Attachment C, section 1.2 states:

Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the local calling scope of Local Traffic is beyond the scope of the Agreement, **except in the case of Foreign Exchange (“FX”) service provided in accordance with approved tariffs.** All traffic that does not originate and terminate to Customers within the same local calling area of either Party, **excluding tariffed FX service,** is subject to intrastate or interstate Switched Exchange Access Service tariffs regardless of whether the traffic may have been transmitted via Internet Protocol or any other transmission protocol at any time during the routing and transmission of the call. A Party shall not provide VNNX Service [sic] within Chariton Valley’s service territory **except pursuant to approved FX tariffs.**

Likewise, section 5.3.1, also cited by Chariton, confirms that the Agreement provides for the exchange of FX traffic. Thus, Chariton incorrectly states that the agreement prohibits FX arrangements and ignores the distinctions drawn in this particular Interconnection Agreement between tariffed FX service and generic VNXX.

3. The obstacles that Big River encountered in its efforts to conserve numbering resources did in fact lead to Big River making its tariff filing, but now that Big River has gone to the trouble of doing so it wants to have the tariffs take effect regardless of the outcome of the numbering situation. However, in light of the fact that this proceeding will not be resolved on an expedited basis and the numbering issue will have to be addressed in a different manner, to avoid confusion Big River will submit revised

² There is no section 8.2 in Attachment A of the Interconnection Agreement (Chariton Motion to Suspend, para. 15), but section 8.2 of Attachment C is consistent with the definition of FX service in terms of number assignment by rate center.

proposed tariff pages deleting the reference to the Salisbury exchange in connection with FX service.³

4. Big River has filed its proposed tariffs. There is no requirement for Big River to engage in dispute resolution to obtain Chariton consent in order to offer a new service. It is Chariton that has attempted to raise purported various interconnection disputes without engaging in dispute resolution pursuant to the Interconnection Agreement. Accordingly, its pleadings should be stricken and its requests for intervention, rejection and suspension should be denied.

5. There is no conflict between the proposed tariffs, the Interconnection Agreement, numbering assignment guidelines, or anything else. By its nature, FX service involves assignment of a number for one rate center to a customer in another rate center. (See, e.g., Report and Order, MoPSC Case No. TC-2007-0341 (2008)(recognizing that industry standards call for porting numbers in conjunction with customers changing providers and simultaneously changing to FX service)). Big River can offer FX service and the Interconnection Agreement provides complete terms and conditions for the exchange of such local traffic with Chariton. And in any event a tariff proceeding is not the place for Chariton to seek to change the Interconnection Agreement or raise interconnection disputes.

WHEREFORE, Big River moves the Commission to strike Chariton's pleadings and deny all of its requests, to approve Big River's proposed FX tariff filing, and for such other and further relief as it deems meet and proper.

³ Big River understands now that Chariton intends to return some of its Huntsville numbers for pooling, which may ultimately result in the number conservation that has been Big River's goal all along.

Respectfully submitted,

/s/ Carl J. Lumley

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ATTORNEYS FOR BIG RIVER TELEPHONE
COMPANY, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document was served upon the parties listed below on this 20th day of November, 2009 by either e-mail or U.S. Mail, postage prepaid.

/s/ Carl J. Lumley

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