

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of the Adoption of )  
an Interconnection Agreement with ) Cause No. \_\_\_\_\_  
Spectra Communications Group, LLC )  
by Big River Telephone Company, LLC. )

**NOTICE OF ADOPTION OF INTERCONNECTION AGREEMENT**

COMES NOW Big River Telephone Company, LLC ("BIG RIVER"), and respectfully requests the Commission to accept this Notice of Adoption under 47 USC 252(i) and 47 CFR 51.809 and 4 CSR 240-2.060. In support of its filing BIG RIVER states as follows:

1. BIG RIVER is a certificated competitive local exchange company in the State of Missouri, certificated to provide service in Spectra Communications Group, LLC ("SPECTRA") service territory. BIG RIVER is a Delaware limited liability company in good standing with its principal place of business located at 24 S. Minnesota, Cape Girardeau, Missouri 63072, Telephone Number: (573) 651-3373, Fax Number: (573) 651-3605, e-mail: jhowe@bigrivertelephone.com. Information required by 4 CSR 240-2.060(1)(B)-(F) was previously submitted to the Commission and is incorporated herein by reference, and remains current and correct. See Mo.PSC Case No. LA-2003-0551.

2. All inquiries, correspondence, communications, pleadings, notices, orders and decisions relating to this Application should be directed to:

Carl J. Lumley  
Leland B. Curtis  
Curtis, Oetting, Heinz, Garrett & O'Keefe, PC  
130 S. Bemiston, Suite 200  
Clayton, Missouri 63105  
Telephone: (314) 725-8788  
Facsimile: (314) 725-8789  
Email: clumley@cohgs.com  
lcurtis@cohgs.com

3. BIG RIVER is adopting the Interconnection Agreement entered between SPECTRA and Chariton Valley Telecom Corporation ("the Agreement") for the State of Missouri. This Agreement was approved by the Commission in Case No. CK-2003-0104 and a copy of the Agreement is filed herewith.

4. BIG RIVER is serving a copy of this Notice upon SPECTRA concurrent with making this filing.

5. Except as further set out in this Notice, BIG RIVER hereby adopts the terms of the Agreement. BIG RIVER's name shall be substituted in place of Chariton Valley's name in the Agreement wherever appropriate.

6. BIG RIVER requests that notice to BIG RIVER as may be required under the Agreement 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
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BIG RIVER understands SPECTRA requests that notice to SPECTRA as may be required under the Agreement 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
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7. BIG RIVER’S adoption of the Agreement shall become effective upon acceptance by the Missouri Public Service Commission and shall terminate pursuant to the Agreement.

8. BIG RIVER understands that SPECTRA does not provide the Agreement as either a voluntary or negotiated agreement but rather that it is available for adoption under Section 252(i) and 47 CFR 51.809.

9. BIG RIVER understands that 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.

10. BIG RIVER understands that the Agreement as adopted 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.

11. BIG RIVER understands that when non-recurring charges applicable to Interconnection, Resale and Unbundling are specifically identified in the Agreement as being set forth in SPECTRA'S local tariff, such rates apply without any discounts that may be described in the tariff.

12. BIG RIVER acknowledges that SPECTRA contends that by entering into the Agreement with Chariton Valley, SPECTRA did not waive its right to maintain at some point during the term of the Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251(f).

13. BIG RIVER does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or customer rates, which action, judgment, or decision has occurred within three years of the date of this Application. Big River has no overdue annual reports or assessment fees.

WHEREFORE, BIG RIVER respectfully submits this Notice of Adoption of Interconnection Agreement and requests that the Commission take notice of such adoption pursuant to its authority to regulate telecommunications carriers in the State of Missouri and 47 USC 252(i).


**VERIFICATION**

I, GERARD J. HOWE, first being duly sworn, state on my oath that I am over the age of twenty-one years, sound of mind, and the President and Chief Executive Officer of Big River Telephone Co., LLC. I am authorized to act on behalf of Big River Telephone Co., LLC, regarding the foregoing notice. I have read the notice and I am informed and believe the matters contained therein are true. Further, I hereby confirm that Carl J. Lumley and Leland B. Curtis of Curtis, Oetting, Heinz, Garrett & O'Keefe, P.C. are authorized to sign all pleadings and documents necessary to receive the approval of the Missouri Public Service Commission of the foregoing notice, and to represent Big River Telephone Company, LLC in this proceeding.

  
GERARD J. HOWE

On this 27th day of February, 2004, before me, a Notary Public, personally appeared GERARD J. HOWE, and being first duly sworn upon his/her oath stated that he is over twenty-one, sound of mind and the President and Chief Executive office of Big River Telephone Company, LLC, and that he signed and foregoing document as President and Chief Executive Officer, and the facts contained therein are true and correct according to the best of his information, knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

  
Notary Public

My Commission Expires: \_\_\_\_\_



Respectfully submitted,

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

/s/ Carl J. Lumley

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Carl J. Lumley, #32869  
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(314) 725-8788  
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[lcurtis@cohgs.com](mailto:lcurtis@cohgs.com)

Attorneys for Big River  
Telephone Company, LLC

**Certificate of Service**

A true and correct copy of the foregoing document was mailed this 2nd day of March, 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

Spectra  
Attention: Director Carrier Relations  
100 CenturyTel Drive  
Monroe, LA 71203

Spectra  
Attention: Director External Affairs  
911 North Bishop, Suite C-207  
Taxarkana, TX 75501

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

/s/ Carl J. Lumley

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