

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

Big River Telephone Company, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2007-0085
)	
Southwestern Bell Telephone, L.P.,)	
d/b/a AT&T Missouri,)	
)	
Respondent.)	

STAFF RESPONSE TO ORDER DIRECTING FILING

COMES NOW the Staff of the Missouri Public Service Commission and for its response states:

1. On August 31, 2007, Staff filed a Proposed List of Issues noting that the parties were unable to agree on a joint list of issues. Staff's pleading set forth two issues proposed by Big River and one issue proposed by AT&T Missouri.

2. On September 7, 2007, the Commission issued an Order directing the parties to address the following questions.

1. Are the parties asking the Commission to interpret the Local Wholesale Complete agreement (LWC) entered into by Big River and AT&T Missouri to determine whether the terms of that contract apply to all of Big River's customers, irrespective of when they began service, or only apply to new customers obtaining service from Big River after either December 31, 2005 or March 11, 2006?

Staff Response: Neither. The parties are asking the Commission to determine whether the terms of the LWC agreement apply to Big River's *existing* customers (those who began receiving service from Big River on or before December 31, 2005), for two time periods: from January 1, 2006 to March 11, 2006, and after March 11, 2006.

2. If the parties are not asking the Commission to interpret the LWC agreement, upon what basis could the Commission grant Big River the requested relief?

Staff Response: The parties are asking the Commission to interpret the LWC agreement.

1. Why the LWC agreement does not constitute either a newly negotiated interconnection agreement or an amendment to Big River and AT&T's interconnection agreement?

Staff Response: The LWC agreement does constitute either a newly negotiated interconnection agreement or an amendment to Big River and AT&T Missouri's interconnection agreement. In *Qwest Corporation v. Public Utilities Commission of Colorado*, 479 F. 3d 1184 (10th Cir., 2007), the United States Court of Appeals affirmed that Qwest's Master Services Agreement [Qwest's version of a LWC agreement] must be filed with the state commission.

2. If the LWC is an interconnection agreement or an amendment to the approved interconnection agreement, why the LWC was not filed with the Commission as required by Section 252(e)(1) of the Telecommunications Act of 1996 or Commission Rule 4 CSR 240-3.513(6).

Staff Response: AT&T Missouri and Big River will need to explain their failure to file the LWC agreement with the Commission.

WHEREFORE, the Staff submits its responses to the Commission's questions.

Respectfully submitted,

/s/ William K. Haas

William K. Haas

Deputy General Counsel

Missouri Bar No. 28701

Attorney for the Staff of the
Missouri Public Service Commission
P. O. Box 360

Jefferson City, MO 65102

(573) 751-7510 (Telephone)

(573) 751-9285 (Fax)

william.haas@psc.mo.gov

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 12th day of September 2007.

/s/ William K. Haas