

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

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

ORDER DIRECTING FILING

Issue Date: September 7, 2007

Effective Date: September 7, 2007

On August 23, 2007, Big River Telephone Company, LLC (Big River), filed a complaint against Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri (AT&T Missouri). Big River alleges that AT&T Missouri is charging Big River rates over those allowed by their interconnection agreement. AT&T Missouri denies the allegations.

On March 5, 2007 the Missouri Public Service Commission issued an order adopting the procedural schedule jointly proposed by the parties. In accordance with that procedural schedule the parties filed direct, rebuttal and surrebuttal testimony. The parties also filed various pieces of information on procedural matters related to the evidentiary hearing currently scheduled in this case for September 24-25, 2007.

The parties failed to submit one document required under the Commission's March 5th order. Specifically, the parties failed to file a "List of Issues" to be considered by the Commission during the hearing, as required by the March 5th order. Staff advised the

Commission that the parties were unable to agree on a joint list of issues. Staff provided the Commission with two issues proposed by Big River. They are:

Issue 1. Do the rates in the interconnection agreement¹ or do the rates in the Local Wholesale Complete agreement² apply to AT&T Missouri's provision of switching and loops to Big River's existing customers (served as of 12/31/05) from 1/1/06 to 3/11/06?

Issue 2. Do the rates in the interconnection agreement or do the rates in the Local Wholesale Complete agreement apply to AT&T Missouri's provision of switching and loops to Big River's existing customers (served as 12/31/05) after 3/11/06?

No other issues were proposed or submitted by any party.

Based upon its review of the testimony filed by the various parties and the issues proposed by Big River, the Commission is uncertain as to whether Big River is seeking relief that can be granted by this Commission. To further clarify this question, the Commission shall require the parties to each file a pleading addressing 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?
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?

¹ By its order issued on August 12, 2005, in Case No. TK-2006-0073, the Commission approved an interconnection agreement made and submitted by Big River and AT&T, that was a product of an arbitration between the companies before the Commission in Case No. TO-2005-0336.

² The Local Wholesale Complete agreement referenced by the parties is an attachment to the COMMERCIAL AGREEMENT affixed as Schedule H-10 to the prefiled direct testimony of Big River Telephone Company, LLC witness Gerard J. Howe.

The LWC agreement contains language that raises additional questions. For example, the LWC contains the following language on page 6:

4. LWC DESCRIPTION

4.1 LWC is only available to CARRIER for use in providing local exchange telecommunications service to its residential, business, and government end users within a Service Area ("Eligible End Users") except where, and only to the extent that, CARRIER is required to allow for the resale its local exchange telecommunications services under state or federal law. Eligible End Users being served by CARRIER using LWC are referred to herein as "LWC End Users."

The Commission shall require each party to include in their pleading answers to the following questions:

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?
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 1996³ or Commission Rule 4 CSR 240-3.513(6).

IT IS ORDERED THAT:

1. On or before September 12, 2007, the parties shall each file a pleading addressing the four questions set out in the body of this order.
2. Any party wishing to respond to a pleading filed in response to this order shall do so no later than September 17, 2007.

³ See 47 U.S.C. § 251, *et seq.*

3. This order shall become effective on September 7, 2007.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read 'Colleen M. Dale', written over a horizontal line.

Colleen M. Dale
Secretary

(S E A L)

Cherlyn D. Voss, Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 7th day of September, 2007.