

**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’S STATEMENT OF POSITIONS**

COMES NOW the Staff of the Missouri Public Service Commission and submits its statement of positions:

1. The Commission’s March 5, 2007 Order Setting Procedural Schedule directs the parties to file their respective position statements by September 7, 2007.

2. The parties were unable to agree on a joint list of issues. Big River proposed two following issues:

**Issue 1.** 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) from 1/1/06 to 3/11/06?

**Staff Position:** The rates in the Local Wholesale Complete (LWC) agreement apply. The LWC provides that “all” UNE-P customers will be transitioned to LWC with an effective billing date as of the effective date of the LWC. The effective date of the LWC was January 1, 2006. (McKinnie Rebuttal Testimony)

**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?

**Staff Position:** The rates in the Local Wholesale Complete (LWC) agreement apply. The LWC provides that "all" UNE-P customers will be transitioned to LWC with an effective billing date as of the effective date of the LWC. The effective date of the LWC was January 1, 2006. (McKinnie Rebuttal Testimony)

AT&T Missouri proposed one issue:

Do the rates in the interconnection agreement for Section 271 switching and Section 251 loops, or do the rates in the Local Wholesale Complete agreement for basic analog service (loops with switching), apply to Big River Telephone for its existing customers?

**Staff Position:** The rates in the Local Wholesale Complete (LWC) agreement apply. The LWC provides that "all" UNE-P customers will be transitioned to LWC with an effective billing date as of the effective date of the LWC. The effective date of the LWC was January 1, 2006. (McKinnie Rebuttal Testimony)

Respectfully submitted,

/s/ William K. Haas

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### **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 7<sup>th</sup> day of September 2007.

/s/ William K. Haas