

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of the Bona Fide Request)	
Of Big River Telephone Company, LLC)	
For Interconnection, Services and Network)	Case No. TO-2008-0003
Elements from BPS Telephone Company)	
pursuant to 47 USC 251(f)(1).)	

BIG RIVER TELEPHONE CO. LLC'S REPLY TO
BPS RESPONSE

COMES NOW Big River Telephone Co. LLC pursuant to 4 CSR 240-2.080(15) and provides its Reply to BPS's Response.

1. To the extent BPS does not admit the averments of Big River's Notice, Big River incorporates by reference those averments as part of its Reply. Big River does not admit any averment of BPS that is contrary to or beyond the scope of the Notice.

2. Big River denies BPS's assertion that it has not submitted a bona fide request. As indicated in the Notice, Big River submitted a complete interconnection agreement for BPS's consideration. As reflected in Exhibit 3 to the Notice, counsel for BPS recognized and acknowledged that a proposed agreement had been submitted. The proposed agreement covers in detail all aspects of interconnection, services and network elements requested by Big River.

3. Big River denies BPS's assertion that the request did not provide sufficient information regarding interconnection to constitute a bona fide request. For example, Attachment C, section 3.1 specifies DS-1 or DS-3 interconnection trunking facilities, section 2.2.2 proposes a minimum of a single DS-1 with standards for increasing capacity as traffic increases, and section 2.1.1 addresses the POI. These are just examples. Big River fails to see how it could be more specific than proposing an entire agreement.

4. Big River denies BPS's assertion that the bona fide request does not address resale, number portability, dialing parity, and reciprocal compensation. Attachment B of the proposed agreement covers resale. Attachment C, section 10 covers number portability. Attachment B, sections 1 and 5 and Attachment C, section 8.2 cover dialing parity. Attachment C, section 5 covers reciprocal compensation. Again, these are just examples from the agreement.

5. Big River has made a prima facie case by submitting a sworn Notice. Moreover, the statute calls for proof of negative facts (not unduly economically burdensome, not technically infeasible, not inconsistent with section 254) and information pertinent to this inquiry is peculiarly within the knowledge of BPS and it has an obligation to come forward with that evidence, regardless of the burden of proof. See, e.g., Potter v. Milbank Mfg., 498 SW2d 197, 203 (Mo. 1972).

WHEREFORE, Big River prays the Commission to continue to move forward with this proceeding.

Respectfully submitted,

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Certificate of Service

I hereby certify that a true and correct copy of this document was emailed, faxed or mailed by U.S. Mail, postage paid to the parties listed below on this 18th day of July, 2007.

/s/ Carl J. Lumley

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