

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of

Charter Fiberlink-Missouri, LLC Seeking
Expedited Resolution and Enforcement of
Interconnection Agreement Terms Between
Charter Fiberlink-Missouri, LLC and CenturyTel
of Missouri, LLC

Case No. TO-2009-0037

**CHARTER FIBERLINK-MISSOURI, LLC'S
STATEMENT OF COMPLIANCE AND
NONCOMPLIANCE OF CONFORMING INTERCONNECTION AGREEMENT**

K.C. Halm
John C. Dodge
Brian A. Nixon
DAVIS WRIGHT TREMAINE LLP
1919 Pennsylvania Ave., N.W., Suite 200
Washington, D.C. 20006
202-973-4287
202-973-4499 (fax)

Carrie L. Cox
Michael R. Moore
CHARTER FIBERLINK-MISSOURI, LLC
12405 Powerscourt Dr.
St. Louis, Missouri 63131
314-965-0555
314-965-6640 (fax)

Mark W. Comley (MO Bar No. 28847)
NEWMAN, COMLEY & RUTH P.C.
601 Monroe Street, Suite 301
P.O. Box 537
Jefferson City, MO 65102-0537
573-634-2266
573-636-3306(fax)

March 27, 2009

COMES NOW, Charter Fiberlink-Missouri, LLC (“Charter”), pursuant to 4 C.S.R. 240-36.050(1), and files this statement concerning compliance and non-compliance of the final conformed interconnection agreement between Charter and CenturyTel of Missouri, LLC (collectively, “the Parties”), with Section 251 and 252 of the Act, Missouri statutes, and the Commission’s rules (“governing legal authority”).

The conformed agreement filed jointly by the Parties on March 27, 2009, largely conforms with Section 251 and 252 of the Act, Missouri statutes, and the Commission’s rules. However, the final conformed agreement does not comply with such authorities with respect to a limited set of issues. Specifically, the language set forth in the conformed agreement which implements the Commission’s decision on issues 13(a), 17, 27, 31, 32 and 40 do not conform with the governing legal authority. Charter has previously presented detailed written and oral legal arguments to the Commission in this proceeding explaining why the Arbitrator’s decision, which the Commission adopted in full, does not conform with governing legal authority. Charter incorporates by reference those arguments, as if set forth in full herein.

The submission of the conformed agreement does not indicate Charter’s voluntary agreement to contract provisions that Charter has disputed before the Commission, including those identified above, in this arbitration proceeding. Charter reserves its rights, pursuant to 47 U.S.C. § 252(e)(6), to contest determinations made by the Commission in this proceeding.

Respectfully submitted,

/s/ Mark W. Comley

CHARTER FIBERLINK-MISSOURI, LLC

Mark W. Comley MBE #28847
Newman, Comley & Ruth P.C.
601 Monroe, Suite 301
P.O. Box 537
Jefferson City, Missouri 65102-0537

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Washington, D.C. 20006
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202-973-4499 (fax)

Attorneys for Charter Fiberlink-Missouri, LLC

Dated: March 27, 2009

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 27th day of March, 2009, to all parties of record.

/s/ Mark W. Comley

Mark W. Comley