

FILED<sup>4</sup>

10/4

JAN 31 2006

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Missouri Public  
Service Commission

In the Matter of the Petition for Arbitration )  
of Unresolved Issues in a Section 251(b)(5) )  
Agreement with T-Mobile USA, Inc. )

Case No. TD-2006-0147

NON-PROPRIETARY

VERIFIED PETITION  
FOR ARBITRATION OF A TRAFFIC TERMINATION AGREEMENT  
UNDER THE TELECOMMUNICATIONS ACT OF 1996

COME NOW BPS Telephone Company, Cass County Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Craw-Kan Telephone Cooperative, Inc., Ellington Telephone Company, Farber Telephone Company, Fidelity Telephone Company, Fidelity Communications Services I, Inc., Fidelity Communications Services II, Inc., Granby Telephone Company, Grand River Mutual Telephone Corporation, Green Hills Telephone Corporation, Green Hills Telecommunications Services, Holway Telephone Company, Iamo Telephone Company, Kingdom Telephone Company, KLM Telephone Company, Lathrop Telephone Company, Le-Ru Telephone Company, Mark Twain Rural Telephone Company, Mark Twain Communications Company, McDonald County Telephone Company, Miller Telephone Company, New Florence Telephone Company, Oregon Farmers Mutual Telephone Company, Peace Valley Telephone Company, Inc., Rock Port Telephone Company, and Steelville Telephone Exchange, Inc. (the "Petitioners"), pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §§251 and 252, Federal Communications Commission ("FCC") Rule 47 C.F.R §20.11, and Missouri

Exhibit No. 3

Case No(s) TD-2006-0147 / TD-2006-0148

Date 1-25-06 Rptr XF

Public Service Commission ("Commission") Rule 4 CSR 240-36.040, and for their Petition for Arbitration of unresolved issues remaining in the negotiation between Petitioners and Respondent, T-Mobile USA, Inc. ("T-Mobile") for a Traffic Termination Agreement ("the Agreement") state to the Commission as follows:

### **I. INTRODUCTION**

1. Petitioners are small rural local exchange carriers (LECs) operating in the State of Missouri. Petitioners have previously filed Certificates from the Missouri Secretary of State showing that they are in good standing or authorized to do business in the State of Missouri which Petitioners request be incorporated by reference in this case. See Attachment A. Petitioners' legal names, mailing addresses, and contact persons are listed in Attachment B. Petitioners are telecommunications carriers as defined by the Act, providing "basic local telecommunications services" and "exchange access services", as those terms are defined in Section 386.020, RSMo 2000. Petitioners provide telecommunications service in rural areas of Missouri. As part of this service, Petitioners provide the facilities and services necessary to complete wireless-originated calls to customers in Missouri's rural exchanges. The wireless-originated traffic is terminated to Petitioners over common trunk groups owned by Southwestern Bell Telephone Company d/b/a SBC, Sprint, Missouri, Inc., and/or CenturyTel.

2. All communications and submissions in this proceeding should be served upon the following designated contacts for the Petitioners:

W.R. England, III  
Brian T. McCartney  
Brydon, Swearengen & England, P.C.  
312 East Capitol Avenue, P.O. Box 456  
Jefferson City, MO 65102-0456  
[trip@brydonlaw.com](mailto:trip@brydonlaw.com)  
[bmccartney@brydonlaw.com](mailto:bmccartney@brydonlaw.com)  
(573) 635-7166  
(573) 634-7431 (Fax)

3. Respondent is a commercial mobile radio service ("CMRS" or "wireless") telecommunications provider operating in the State of Missouri and delivering wireless-originated calls for termination to Petitioners' Missouri exchanges.

4. On the same date that this Petition is filed it is being served upon the following contacts for Respondent:

Dan Menser  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
[dan.menser@t-mobile.com](mailto:dan.menser@t-mobile.com)

Mark P. Johnson  
Sonnenschein Nath & Rosenthal  
4520 Main Street, Suite 1100  
Kansas City, MO 64111  
[mjohnson@sonnenschein.com](mailto:mjohnson@sonnenschein.com)

5. On April 28, 2005, Petitioners sent a request for negotiation to Respondent by overnight courier for delivery on April 29, 2005. (See Attachment C, which is attached to and incorporated within this document.)

6. Negotiations have failed to produce a voluntary agreement as to all terms of a Traffic Termination Agreement.

7. Petitioners are filing this petition with the Commission more than 135 days and less than 160 days after Petitioners sent the request for negotiation and had it delivered to Respondent. The attached copy of the request for negotiation demonstrates that this Petition complies with the time requirements of 47 U.S.C. §252(b)(1) and 4 CSR 240-36.040(2). See Attachment C.

8. A proposed Agreement is also attached to this Petition. See Attachment D. This proposed Agreement includes the fundamental organizational clauses and subjects contained in numerous other negotiated agreements that this Commission has approved between similarly situated small rural telephone companies and other similarly situated CMRS Providers, such as Alltel, Cingular, Sprint PCS, T-Mobile, Verizon Wireless, and U.S. Cellular. The proposed Agreement complies fully with both Missouri law and Section 252(e) of the Act because the proposed Agreement is consistent with the public interest, convenience and necessity, and it does not discriminate against any telecommunications carrier.

## **II. COMMISSION ARBITRATION AUTHORITY AND PROCEDURE**

9. Under the Act, the Commission has the authority to arbitrate the issues remaining in a negotiation as requested by Petitioners. Specifically, Section 252(b) of the Act provides:

**AGREEMENTS ARRIVED AT THROUGH COMPULSORY ARBITRATION.**

(1) **ARBITRATION.** During the period from the 135<sup>th</sup> to the 160<sup>th</sup> day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State Commission to arbitrate any open issues.

47 U.S.C. §252.

10. 4 CSR 240-36.040, Rules and Regulations of the Public Service Commission provides the procedure for requesting and conducting arbitrations.

**III. UNRESOLVED ISSUES**

11. Petitioners request arbitration of the remaining unresolved issues in order to obtain an approved agreement and resolution of all issues which have surrounded the uncompensated termination of wireless originated traffic and which will obviate future disputes for the term of the approved agreement.

12. The following is a statement of each unresolved issue with a listing of both parties' positions on each unresolved issue as understood by Petitioners to the best of their knowledge and belief. This listing utilizes numbers corresponding to the sections of the proposed Agreement. Documentation supporting Petitioners' position is attached.

**A. PRE-WIRELESS TARIFF TRAFFIC (*Section 5.4*)**

The wireless traffic records provided by SBC establish that Respondent sent a total of 2,207,943 minutes of wireless-originated calls to Petitioners' small rural exchanges between February of 1998 and the 2001 effective date of the wireless termination service tariffs approved by this Commission. Company-specific minutes of use are detailed in Attachment E (Proprietary). Respondent

delivered this traffic in the absence of an agreement and therefore in violation of the Commission's prohibition against sending such traffic in Case No. TT-97-524. The FCC has held that state law tariffs could and did apply to traffic delivered in the absence of an agreement in CC Docket No. 01-92.<sup>1</sup> Moreover, the Missouri Supreme Court is presently considering whether exchange access tariff rates applied to this traffic in Case No. SC86529 (oral argument held and case submitted on Sept. 28, 2005).

(1.) **Petitioners' Position.** If the Missouri Supreme Court issues a decision before the completion of this arbitration finding that Petitioners should be compensated for this traffic pursuant to their intrastate intraLATA exchange access tariff rates that were approved by and on file with the Commission during the time period between 1998 and 2001, then the Petitioners expect to be compensated for this traffic under their intrastate intraLATA exchange access tariffs. Otherwise, Petitioners' position is that they will accept \$0.035 per minute of use for all intraMTA 1998-2001 traffic (which is the rate that Petitioners have proposed as part of the Traffic Termination Agreement attached hereto as Attachment D). Until these past due amounts are paid in full, Respondent should not get the benefit of any agreement and Petitioners and any transit carriers (such as SBC) should be authorized to take the necessary steps to block Respondent's traffic from terminating to Petitioners' exchanges over the LEC-to-LEC network.

---

<sup>1</sup> *In the Matter of Developing a Unified Inter-carrier Compensation Regime; T-Mobile Petition for Declaratory Ruling*, CC Docket No. 01-92, *Declaratory Ruling and Report and Order*, released Feb. 24, 2005.

(2.) **Respondents' Position.** Respondent has refused to pay for some or all of its pre-tariff traffic, and Respondent has not offered a rate or any agreement language to address 1998-2001 wireless traffic.

**B. POST-WIRELESS TARIFF TRAFFIC (Section 5.4)**

SBC's wireless traffic records establish that Respondent sent a total of 29,609,077 minutes of wireless-originated calls to Petitioners' small rural exchanges after the 2001 effective date of the wireless termination service tariffs approved by this Commission. Company-specific minutes of use are detailed in Attachment E (Proprietary). Respondent has failed to compensate the Petitioners for some or all of this traffic. Petitioners' tariffs have been upheld by both the Missouri Court of Appeals and the FCC as lawful for the time period at issue here. Moreover, on January 27, 2005, the Commission sustained a Complaint against T-Mobile finding that T-Mobile had failed to pay for its post-tariff wireless traffic and ordering T-Mobile to do so, including interest, late fees, and reasonable attorney's fees.<sup>2</sup> T-Mobile did not appeal the Commission's decision to the circuit court, yet T-Mobile has failed to comply with the Commission's decision.

(1.) **Petitioners' Position.** Petitioners' position is that Respondent must compensate Petitioners for all past due traffic in accordance with Petitioners' wireless termination service tariffs, including interest, late fees, and reasonable attorney's fees as authorized by the tariffs. Until these past due amounts are paid in full, Respondent should not get the benefit of any agreement and

---

<sup>2</sup> *BPS Telephone Co. et al. Complaint*, Case No TC-2002-1077, *Report and Order*, issued Jan. 27, 2005.

Petitioners and any transit carriers (such as SBC) should be authorized to take the necessary steps to block Respondent's traffic from terminating to Petitioners' exchanges over the LEC-to-LEC network.

(2.) ***Respondents' Position.*** Respondents have provided no language relating to past due wireless termination tariff traffic.

**C. IntraMTA Wireless Termination Rate (*Appendix 1*)**

The Parties disagree on the appropriate rate to apply for termination of "Local Traffic" via an indirect interconnection.

(1.) ***Petitioners' Position.*** Petitioners propose that the wireless termination service rate for intraMTA wireless traffic delivered pursuant to the agreement should be \$0.035 per minute. This rate (\$0.035) is supported by the forward-looking cost studies that are being filed contemporaneously with the filing of this Petition as Attachment F. It is also the same rate that has been agreed to in numerous other negotiated agreements between small rural ILECs and wireless carriers such as Cingular, Sprint PCS, T-Mobile, U.S. Cellular, and Verizon Wireless.

(2.) ***Respondents' Position.*** Respondent has not agreed to the \$0.035 rate or provided an alternative rate.

**D. InterMTA Factors (*Appendix 2*)**

The Parties disagree on the appropriate interMTA factor.

(1.) ***Petitioners' Position.*** Petitioners' position is that the Commission should adopt the InterMTA factors listed in Attachment G.



(2.) **Respondents' Position.** Respondents have provided no language or proposals for interMTA factors.

**E. Reciprocal Compensation for Interexchange Carrier (IXC) Traffic**

**(Section 1.1- Scope)**

The Parties disagree as to whether Petitioners have an obligation to pay reciprocal compensation on landline traffic terminated to Respondent by third party carriers (such as IXCs) where that traffic is neither originated by, nor the responsibility of, Petitioners.

(1.) **Petitioners' Position.** Petitioners' position is that they have no obligation to pay reciprocal compensation on landline traffic terminated to Respondent by third party carriers (such as IXCs) where that traffic is neither originated by, nor the responsibility of, Petitioners. This is consistent with the Act, FCC rules, industry practice and numerous Commission approved traffic termination agreements between Small Rural ILECs and Wireless Carriers.

(2.) **Respondents' Position.** Respondent's position is that all intraMTA landline traffic originated by end-users in Petitioners' exchanges and terminated to Respondent, regardless of which carrier carries the call, are subject to reciprocal compensation for which Petitioners are financially responsible.

**IV. CONCLUSION**

WHEREFORE, Petitioners respectfully request the Commission to issue an Order: (1) appointing an arbitrator to schedule an initial arbitration meeting as soon as possible and to resolve the disputed issues; (2) approving an Agreement setting forth both the voluntarily agreed terms and also the arbitrated matters and

terms; and (3) granting such other relief as is reasonable under the circumstances.

RESPECTFULLY SUBMITTED,

**/s/ Brian T. McCartney**

W.R. England, III                      Mo.    #23975  
Brian T. McCartney                  Mo.    #47788  
BRYDON, SWEARENGEN & ENGLAND P.C.  
312 East Capitol Avenue, P.O. Box 456  
Jefferson City, MO 65102-0456  
[trip@brydonlaw.com](mailto:trip@brydonlaw.com)  
[bmccartney@brydonlaw.com](mailto:bmccartney@brydonlaw.com)  
(573) 635-7166  
(573) 634-7431 (FAX)  
Attorneys for Petitioners

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or via electronic mail, or hand-delivered on this 4<sup>th</sup> day of October, 2005, to the following parties:

General Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102

Michael F. Dandino  
Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, Missouri 65102

Dan Menser  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
[dan.menser@t-mobile.com](mailto:dan.menser@t-mobile.com)

Mark P. Johnson  
Sonnenschein Nath & Rosenthal  
4520 Main Street, Suite 1100  
Kansas City, MO 64111  
[mjohnson@sonnenschein.com](mailto:mjohnson@sonnenschein.com)

/s/ Brian T. McCartney

Brian T. McCartney

## LIST OF ATTACHMENTS

Attachment A	Case Numbers for Certificates from Missouri Secretary of State
Attachment B	Petitioner Contact Information
Attachment C	Request for Negotiation
Attachment D	Proposed Agreement
Attachment E	Unpaid Pre- and Post-Wireless Tariff Traffic (PROPRIETARY)
Attachment F	Cost Studies
Attachment G	InterMTA Factor Chart

**Attachment A**

**Case Numbers for Certificates from Missouri Secretary of State**

<u>Telephone Companies</u>	<u>Certificate From Secretary of State Filed in Case Nos.:</u>
BPS Telephone Company	TC-2002-1077
Cass County Telephone Company	TC-2002-1077
Citizens Telephone Company	TC-2002-1077
Craw-Kan Telephone Cooperative, Inc.	TC-2002-1077
Ellington Telephone Company	TK-2003-0307
Farber Telephone Company	TO-2004-0437
Fidelity Telephone Company	TC-2002-1077
Fidelity Communications Services I, Inc.	TC-2002-1077
Fidelity Communications Services II, Inc.	CK-2003-0285
Granby Telephone Company	TO-2004-0493
Grand River Mutual Telephone Corporation	TC-2002-1077
Green Hills Telecommunications Services	CO-2003-0162
Green Hills Telephone Corporation	TC-2002-1077
Holway Telephone Company	TC-2002-1077
Iamo Telephone Corporation	TC-2002-1077
Kingdom Telephone Company	TC-2002-1077
KLM Telephone Company	TC-2002-1077
Lathrop Telephone Company	TC-2002-1077
Le-Ru Telephone Company	IK-2003-0255
Mark Twain Rural Telephone Company	TC-2002-1077
Mark Twain Communications Company	TA-98-305
McDonald County Telephone Company	TO-2004-0491
Miller Telephone Company	TM-2001-0448
New Florence Telephone Company	TA-2002-0314
Oregon Farmers Mutual Telephone Company	TF-98-243
Peace Valley Telephone Company, Inc.	IK-2003-0223
Rock Port Telephone Company	IK-2003-0259
Steelville Telephone Exchange, Inc.	IK-2003-0222

**ATTACHMENT A**

## **ATTACHMENT B – COMPANY NAME AND CONTACT INFORMATION**

BPS Telephone Company  
Lisa Winberry/David Carson  
120 Stewart Street  
P.O. Box 550  
Bernie, MO 63822-0550

Cass County Telephone Company  
Bob Schoonmaker  
260 West First Street  
P.O. Box 398  
Peculiar, MO 64078

Citizens Telephone Company of  
Higginsville, Missouri  
Brian Cornelius  
1905 Walnut Street  
P.O. Box 737  
Higginsville, MO 64037-0737

Craw-Kan Telephone Cooperative, Inc.  
Craig Wilbert  
200 North Ozark  
P.O. Box 100  
Girard, KS 66743

Ellington Telephone Company  
Dee McCormack  
200 College Avenue  
P.O. Box 400  
Ellington, MO 63638

Farber Telephone Company  
Charles Crow  
Main & Linn Streets  
Farber, MO 63345

Fidelity Telephone Company  
Fidelity Communications Services I, Inc.  
Fidelity Communications Services II, Inc.  
Dave Beier  
64 North Clark  
Sullivan, MO 63080

Granby Telephone Company  
Jon Stouffer  
P.O. Box 200  
Granby, MO 64844

Grand River Mutual Telephone  
Corporation  
Rod Cotton  
1001 Kentucky Street  
Princeton, MO 64673

Green Hills Telephone Corporation  
Green Hills Telecommunication  
Services  
Steve Gann/Renee Reeter  
7926 N.E. State Route M  
P.O. Box 227  
Breckenridge, MO 64625

Holway Telephone Company  
Bruce Copsey  
208 Ash  
P.O. Box 112  
Maitland, MO 64466-0112

Iamo Telephone Company  
Jack Jones  
104 Crook Street  
P.O. Box 368  
Coin, IA 51636

Kingdom Telephone Company  
Randy Boyd  
211 South Main  
P.O. Box 97  
Auxvasse, MO 65231

KLM Telephone Company  
Bruce Copsey  
616 E. Park Avenue  
P.O. Box 30  
Rich Hill, MO 64779

Lathrop Telephone Company  
Bruce Copsey  
P.O. Box 167  
Princeton, MO 64673

**ATTACHMENT B**

Le-Ru Telephone Company  
Robert Hart  
P.O. Box 147  
Stella, MO 64867-0147

Mark Twain Rural Telephone Company  
Jim Lyon  
Highway 6 East  
P.O. Box 68  
Hurdland, MO 63547

Mark Twain Rural Telephone Company  
Mark Twain Communications Company  
Jim Lyon  
Highway 6 East  
P.O. Box 68  
Hurdland, MO 63547

McDonald County Telephone Company  
Ross Babbitt  
704 North Main Street, Hwy. W  
P.O. Box 207  
Pineville, MO 64856-0207

Miller Telephone Company  
Debbie Choate  
213 East Main Street  
Box 7  
Miller, MO 65707

New Florence Telephone Company  
Bob Williams  
P.O. Box 216  
Oregon, MO 64473

Oregon Farmers Mutual Telephone  
Company  
Randy Williams  
118 East Nodaway  
Box 227  
Oregon, MO 64473

Peace Valley Telephone Company, Inc.  
Maurice Bosserman  
7101 State Road W  
P.O. Box 9  
Peace Valley, MO 65788

Rock Port Telephone Company  
Raymond Henagan  
107 West Opp  
P.O. Box 147  
Rock Port, MO 64482

Steelville Telephone Exchange, Inc.  
Don Santhuff  
61 East Hwy. 8  
P.O. Box 370  
Steelville, MO 65565

ATTACHMENT C  
REQUEST FOR NEGOTIATION

LAW OFFICES  
**BRYDON, SWEARENGEN & ENGLAND**

PROFESSIONAL CORPORATION

312 EAST CAPITOL AVENUE

P.O. BOX 456

JEFFERSON CITY, MISSOURI 65102-0456

TELEPHONE (573) 635-7166

FACSIMILE (573) 634-7431

Email: Bmccartney@brydonlaw.com

Trip@brydonlaw.com

DAVID V.G. BRYDON  
JAMES C. SWEARENGEN  
WILLIAM R. ENGLAND, III  
JOHNNY K. RICHARDSON  
GARY W. DUFFY  
PAUL A. BOUDREAU  
SONDRA B. MORGAN

DEAN COOPER  
CHARLES E. SMARR  
MARK G. ANDERSON  
BRIAN T. MCCARTNEY  
GREGORY C. MITCHELL  
DIANA C. CARTER  
JANET E. WHEELER  
SCOTT A. HAMBLIN

OF COUNSEL  
RICHARD T. CIOTTONE

April 28, 2005

**FEDERAL EXPRESS**

T-Mobile USA, Inc.  
Attn: General Counsel  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

T-Mobile USA, Inc.  
Attn: Carrier Management  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

Re: Negotiations Pursuant to Sections 251 and 252  
of the Telecommunications Act

To Whom It May Concern:

Please be advised that the Missouri Small Incumbent Local Exchange Carriers (ILECs) listed on Attachment A to this letter wish to begin negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (Act) and Section 20.11 of the Federal Communications Commission's (FCC) rules for purposes of establishing interconnection agreements for the indirect exchange of local traffic. In addition, and effective with receipt hereof, the Missouri Small ILECs listed on Attachment A seek to establish interim compensation pursuant to Section 51.715 of the FCC's rules. This request is being sent by overnight courier for delivery tomorrow. It is the intent and expectation of the Missouri Small ILECs that this request for negotiation and interim compensation will be received and effective on April 29, 2005, the day on which their Missouri intrastate wireless tariffs will no longer be effective for the wireless originated traffic which your company is currently terminating to these Missouri Small ILECs.

Attachment C



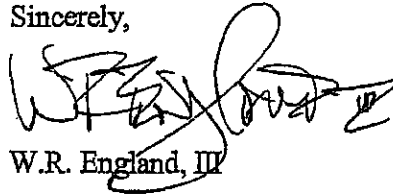
April 28, 2005

Page 2

Many of these Missouri Small ILECs currently have Traffic Termination Agreements with wireless carriers which have been filed with and approved by the Missouri Public Service Commission. Attached to this correspondence is a copy of an agreement between one Missouri Small ILEC and Verizon Wireless. Accordingly, in an effort to streamline negotiations, the Missouri Small ILECs listed on Attachment A are willing to enter into an agreement similar to that attached.

Please have the appropriate person or persons in your organization contact me at the above address to acknowledge receipt of this request and begin the negotiation process. I thank you in advance for your attention to and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "W.R. England, III", written over a horizontal line.

W.R. England, III

WRE/da

Enclosure

cc: Missouri Small ILECs  
Mr. Dan Menser

Attachment C

**MISSOURI SMALL ILECS SEEKING TO ESTABLISH  
INTERCONNECTION AGREEMENTS  
WITH T-MOBILE**

BPS Telephone Company  
Cass County Telephone Company  
Citizens Telephone Company  
Craw-Kan Telephone Cooperative, Inc.  
Ellington Telephone Company  
Farber Telephone Company  
Fidelity Telephone Company  
Fidelity Communications Services I  
Fidelity Communications Services II  
Granby Telephone Company  
Grand River Mutual Telephone Corp.  
Green Hills Telephone Corporation  
Green Hills Telecommunication Serv.  
Holway Telephone Company  
Iamo Telephone Company  
Kingdom Telephone Company  
KLM Telephone Company  
Lathrop Telephone Company  
Le-Ru Telephone Company  
Mark Twain Rural Telephone Company  
Mark Twain Communications Co.  
McDonald County Telephone Co.  
Miller Telephone Company  
New Florence Telephone Company  
Oregon Farmers Mutual Telephone Co.  
Peace Valley Telephone Company, Inc.  
Rock Port Telephone Company  
Steelville Telephone Exchange, Inc.

ATTACHMENT D  
PROPOSED AGREEMENT

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between Kingdom Telephone Company, an Incumbent Local Exchange Carrier (ILEC), and Verizon Wireless (VAW) LLC, St. Joseph CellTelco and Celco Partnership all d/b/a Verizon Wireless, a Delaware Limited Partnership, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (Verizon Wireless), effective upon the date of execution below ("Effective Date"). This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (ILEC and Verizon Wireless are also sometimes referred to herein as "Party" or, collectively, "Parties.")

ILEC is a local exchange carrier operating in Missouri. Verizon Wireless is a commercial mobile radio service carrier operating in Missouri. Verizon Wireless terminates traffic originated by its end user customers through the local exchange carrier network in Missouri to ILEC. ILEC may originate traffic from its end user customers under the provisions of its tariffs that terminates through the local exchange carrier network in Missouri to Verizon Wireless. Verizon Wireless and ILEC recognize their respective responsibilities to compensate the other pursuant to Section 4 of this Agreement for termination of the traffic originated by and under the responsibility of each Party.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

## SECTION 1 - SCOPE OF AGREEMENT

1.1 This Agreement shall cover traffic originated by, and under the responsibility of, one of the Parties and terminated to the other Party without the direct interconnection of the Parties' networks. "Traffic originated by and under the responsibility of," a Party means traffic that is originated by a Party pursuant to that Party's rate schedules, tariffs, or contract with the end-user customer. This Agreement does not cover traffic for which the originating Party has contracted with an Interexchange Carrier ("IXC") to assume the responsibility for terminating the traffic. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in this Agreement. The termination of traffic under this Agreement will be accomplished by both Parties interconnecting their networks with a third-party local exchange carrier(s) who transits traffic between the Parties on their network(s).

## SECTION 2 - DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Missouri Public Service Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2.1 "Act" - the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules

and regulations and Orders of the Federal Communication Commission or a state regulatory commission.

2.2 "CMRS" - Commercial Mobile Radio Service, as defined in the Act.

2.3 "Commission" - Missouri Public Service Commission.

2.4 "CTUSR" - Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone Company, tracks the minutes of Transiting Traffic for calls originating from CMRS providers and terminating to LECs.

2.5 "FCC" - Federal Communications Commission.

2.6 "LEC" - local exchange carrier, includes any provider of local exchange telecommunications service that holds a certificate of public convenience and necessity or certificate of service authority from the Missouri Public Service Commission.

2.7 "Local Traffic" - Local traffic under this Agreement is traffic between ILEC and Verizon Wireless that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA). For ILEC, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For Verizon Wireless, the origination or termination point of a call shall be the cell site/base station that serves, respectively, the calling or called party at the beginning of the call.

2.8 "MTA" - Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

2.9 "Non-local Traffic" - Non-local traffic under this Agreement is traffic between ILEC and Verizon Wireless that is not Local Traffic. Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

### SECTION 3 - TRAFFIC EXCHANGE

3.1 The Parties shall exchange traffic under this Agreement by each Party physically connecting its network to a third-party LEC(s), which shall transit the traffic between the two Parties. Each Party shall be responsible for establishing appropriate contractual relationships with this third-party LEC(s) for interconnecting with its network and transiting traffic over that network to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party LEC(s) network and for paying the third-party LEC(s) network provider for the costs of transiting calls that the Party originates.

### SECTION 4 - COMPENSATION

4.1 Compensation for traffic originated by, and under the responsibility of, a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the call as follows:

4.1.1 Local Traffic - Local Traffic calls as defined in Section 2 of this Agreement shall be compensated based on the rates established in Appendix 1.

4.1.2 Non-local Intrastate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Verizon Wireless and terminating to ILEC within the same State will

be compensated based upon the intrastate access tariffs of ILEC. Compensation for Non-local Intrastate Traffic originated by, and under the responsibility of, ILEC and terminating to Verizon Wireless shall be based on the intrastate access tariffs of ILEC.

4.1.3 Non-local Interstate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Verizon Wireless and terminating to ILEC within different States will be compensated based upon the interstate access tariffs of ILEC. Compensation for Non-local Interstate Traffic originated by, and under the responsibility of, ILEC and terminating to Verizon Wireless shall be based on the interstate access tariffs of ILEC.

## SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Parties will work cooperatively to exchange billing records in standard industry formats regarding calls they originate that terminate on the other Party's network. The Party terminating traffic under this Agreement (i.e., the "Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder.

5.2 If a Billing Party is unable to record traffic terminating to its network and the other Party is unable to provide billing records of the calls that it originates to the other Party, the Billing Party may use usage reports and/or records (such as a CTUSR) generated by a third-party LEC whose network is used to transit the traffic as a basis for billing the originating Party. As of the

effective date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For the purposes of this Agreement, the Parties agree to use the percentage referenced in Appendix 2 as a fair estimate of the amount of interMTA traffic exchanged between the Parties. This percentage shall remain in effect until amended as provided herein. Notwithstanding the foregoing, if either Party provides to the other a valid interMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties shall use such interMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised interMTA percentage. For purposes of this Agreement, a "valid interMTA traffic study" may be based upon, but not necessarily limited to, calling party information (i.e., originating NPA NXX, minutes of use, etc.) which, for several consecutive billing periods, indicates an amount of interMTA traffic that is at least five (5) percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually.

5.3 The originating Party shall pay the Billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Normally, neither Party shall bill the other Party for traffic that is more than 90 days. However, in those cases where billing cannot be performed within that time frame because of record unavailability, inaccuracies, corrections, etc., billing can



be rendered or corrected for periods more than 90 days old. In no case, however, will billing be made for traffic that is more than two years old.

5.4 At the same time that the Parties execute this Agreement, they are entering into a confidential agreement to settle all claims related to traffic exchanged between the Parties prior to the effective date of this Agreement. Each Party represents that this settlement agreement completely and finally resolves all such past claims.

## SECTION 6 - AUDIT PROVISIONS

6.1 As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.

6.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party", the Requesting Party shall have the right, through its authorized representative(s), to perform an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the services provided, and performance standards agreed to, under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place, and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including reasonable access to and use of the Audited Party's facilities (e.g., conference rooms, telephones, copying machines.)

6.3 Each party shall bear the cost of its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 6.3,

"Special Data Extraction" shall mean the creation of an output record or information report (from existing data files) that is not created in the normal course of business by the Audited Party. If any program is developed to the Requesting Party's specifications and at the Requesting Party's expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse during any subsequent Audit.

6.4 Adjustments, credits or payments shall be made, and any correction action shall commence, within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half (1 1/2) percent or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed on any adjustments, credits or payments if the audit establishes an overpayment or underpayment of greater than two percent (2%) of the actual amount due by compounding monthly from the time of the error or omission to the day of payment or credit.

6.5 Neither the right to Audit, nor the right to receive an adjustment, shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner provided by this Agreement.

6.6 This Section 6 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

## SECTION 7 - DISPUTE RESOLUTION

7.1 The Parties agree to resolve disputes arising out of this Agreement with a minimum amount of time and expense. Accordingly, the Parties agree to use the following dispute resolution procedure as a sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for an action seeking to compel compliance with the confidentiality provision of Section 8 or this dispute resolution process (venue and jurisdiction for which would be in Jefferson City, Missouri). No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than 2 years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

7.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer business representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the Commission proceeding or arbitration described below or in any

lawsuit without concurrence of both Parties.

7.3 If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute may be brought in any lawful forum for resolution unless the Parties mutually agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. If the Parties mutually agree to submit the dispute to binding arbitration, the arbitration hearing shall be commenced within forty-five (45) days after the agreement for arbitration and shall be held in St. Louis or Kansas City, Missouri, or any other location to which the Parties mutually agree. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

7.4 In addition to the foregoing Dispute Resolution process, if any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the Billing Party of the amounts in dispute ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the

Billing Party. The balance of the Disputed Amount shall thereafter be paid, with late charges as provided in Section 5.3, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after thirty (30) days from the receipt of the invoice, shall be credited to the non-paying Party for any disputed amounts which were ultimately found to be not due and payable.

## SECTION 8 - CONFIDENTIAL INFORMATION

8.1 The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. If a Party is obligated to turn over, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought.

## SECTION 9 - LIABILITY AND INDEMNIFICATION

9.1 Neither Party assumes any liability for any act or omission of the other Party in the

furnishing of its services to its subscribers solely by virtue of entering into the Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY HARDWARE, SOFTWARE, GOODS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED.

9.3 In any event, each Party's liability for all claims arising under this Agreement, or under the provision of the service provided under this Agreement, shall be limited to the amount of the charges billed to the Party making a claim for the month during which the claim arose.

## SECTION 10 - TERM OF AGREEMENT

10.1 This Agreement shall commence on the Effective Date, and shall terminate two (2) years after the Effective Date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect 1) not to renew by giving the other Party at least ninety (90) days written notice of the desire not to renew; or 2) to negotiate a subsequent agreement by giving the other Party at least ninety (90) days written notice of the desire to commence negotiations. If a Party elects to negotiate a subsequent agreement and a subsequent agreement has not been consummated prior to the termination date of the current Agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement, or one hundred eighty (180) days beyond the termination date of the current Agreement, whichever is less.

## SECTION 11 - INDEPENDENT CONTRACTORS

11.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

## SECTION 12 - THIRD PARTY BENEFICIARIES

12.1 This Agreement is not intended to benefit any person or entity not a Party to it and no third party beneficiaries are created by this Agreement.

## SECTION 13 - GOVERNING LAW, FORUM AND VENUE

13.1 The construction, validity, and enforcement of this Agreement shall be governed by the laws and regulations of the State of Missouri, except when Federal law may be controlling, in which case federal law will govern.

## SECTION 14 - ENTIRE AGREEMENT

14.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

## SECTION 15 - NOTICE

15.1 Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Verizon Wireless to:

Verizon Wireless  
Regulatory Counsel  
1300 I (Eye) Street, N.W.  
Suite 400 West  
Washington, D.C. 20005

With a Copy To:



Verizon Wireless  
John L. Clampitt  
2785 Mitchell Drive MS 7-1  
Walnut Creek, CA 94598

In the case of ILEC:

Kingdom Telephone Company  
Randall H. Boyd, Revenue Manager  
P.O. Box 97  
Auxvasse, MO 65231-0097

or to such other location as the receiving Party may direct in writing.

#### SECTION 16 - FORCE MAJEURE

16.1 The Parties shall comply with applicable orders, rules, or regulations of the FCC and the Commission and with applicable Federal and State law during the terms of this Agreement.

Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts, or other work interruptions by employees or agents not within the control of the non-performing Party.

#### SECTION 17 - TAXES

17.1 The Party collecting revenues shall be responsible for collecting, reporting, and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

#### SECTION 18 - ASSIGNMENT

18.1 Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, a Party may assign this Agreement or any portion thereof, without consent, to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

#### SECTION 19 - TERMINATION OF SERVICE TO EITHER PARTY

19.1 Failure of either Party to pay undisputed charges shall be grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to them under this Agreement (Undisputed Unpaid Charges), and any portion of such charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, the Billing Party will notify the billed Party in writing that in order to avoid having service disconnected, the billed Party must remit all Undisputed Unpaid Charges to the Billing Party within thirty (30) days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 7 of this Agreement.

19.2 Either Party may discontinue service to the other Party upon failure to pay Undisputed Unpaid Charges as provided in Section 19.1, and will have no liability to the non-paying Party in the event of such disconnection. Provided, however, the Billing Party will not discontinue any service or terminate this Agreement for the non-paying Party's failure to pay Undisputed Unpaid Charges if the non-paying Party pays such Undisputed Unpaid Charges within thirty (30) days of its receipt of the Termination Notice. To the extent necessary, either party may request the assistance of a third-party LEC in order to effectuate disconnection.

19.3 After disconnect procedures have begun, the Billing Party will not accept service orders from the non-paying Party until all Undisputed Unpaid Charges are paid in full, in immediately available funds. The Billing Party will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from the Billing Party) prior to resuming service to the non-paying Party after disconnection for nonpayment.

#### SECTION 20 - MISCELLANEOUS

20.1 This Agreement is not an interconnection agreement under 47 U.S.C. 251(c). The Parties acknowledge that ILEC may be entitled to a rural exemption as provided by 47 U.S.C.251(f), and ILEC does not waive such exemption by entering into this Agreement.

20.2 In the event that any effective legislative, regulatory, judicial, or other legal action affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such items be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth herein.

Signature Page - Verizon Wireless and Kingdom Telephone Company (ILEC)

This Agreement is executed this 10th day of December, 2002.

Signatures

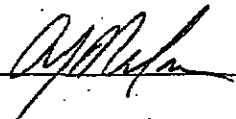
VERIZON WIRELESS

KINGDOM TELEPHONE COMPANY

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

St Joseph CellTelco d/b/a  
Verizon Wireless  
By Verizon Wireless (VAW) LLC  
Its General Partner

Cellco Partnership d/b/a  
Verizon Wireless

Signature 

Name: Anthony J. Melone

Title: Vice President-Network Operations

Support

Date 12/10/02

Signature 

Name Tom Blevins

Title General Manager

Date 12/10/02

APPENDIX 1 to the Agreement Between Kingdom Telephone Company (ILEC) and Verizon  
Wireless

Rates for termination of Local Traffic via an indirect interconnection  
Local Termination Rate \$ 0.035 per minute

APPENDIX 2 to the Agreement Between Kingdom Telephone Company (ILEC) and Verizon Wireless

Pursuant to Section 5.2, the interMTA percentage is 0%.

**ATTACHMENT E (PROPRIETARY)**  
**UNPAID PRE- AND POST-WIRELESS TARIFF TRAFFIC**  
**T-MOBILE/VOICESTREAM**

10/4/2005

COMPANY NAME	PRE-TARIFF	POST TARIFF	POST TARIFF BALANCE *
BPS		102,660	\$6,005.62
CASS	1,154,679	9,020,886	\$527,721.91
CITIZENS		7,442,684	\$595,569.52
CRAW-KAN		790,111	\$43,614.09
ELLINGTON		98,469	\$7,421.01
FARBER		7,653	\$533.43
FIDELITY		1,627,728	\$95,010.46
FIDELITY COMM. SERV. I		786,014	\$47,220.24
FIDELITY COMM. SERV. II			
GRANBY		128,422	\$7,409.95
GRAND RIVER MUTUAL	651,274	3,113,862	\$215,470.13
GREEN HILLS TELEPHONE	110,143	2,748,481	\$156,938.25
GREEN HILLS TELECOMMUNICATION	49,884	303,509	\$18,453.34
HOLWAY		156,754	\$8,581.38
IAMO		125,461	\$7,628.03
KINGDOM		446,952	\$26,191.38
KLM		414,288	\$22,205.42
LATHROP	228,363	1,367,405	\$69,600.96
LE-RU			
MARK TWAIN RURAL	13,217	234,032	\$14,275.95
MARK TWAIN COMMUNICATIONS	383	48,751	\$2,851.93
MCDONALD COUNTY		135,856	\$8,327.99
MILLER		43,079	\$2,563.21
NEW FLORENCE			
OREGON FARMERS			
PEACE VALLEY		3,877	\$276.04
ROCK PORT		230,859	\$12,420.23
STEELVILLE		231,284	\$16,606.48
<b>TOTALS</b>	<b>2,207,943</b>	<b>29,609,077</b>	<b>\$1,912,896.95</b>

\* The amounts due for post wireless tariff traffic do not include late fees and attorneys' fees, as authorized by the PSC and the tariffs, which are ongoing.

**ATTACHMENT E (PROPRIETARY)**

**ATTACHMENT G**  
**SUMMARY OF INTERMTA FACTORS**  
**AND PETITIONERS' PROPOSED FACTORS**

<b>Telephone Company</b>	<b>Proposed Factors</b>
BPS Telephone Company	52%
Cass County Telephone Company	0%
Citizens Telephone Company	0%
Craw-Kan Telephone Cooperative, Inc.	7%
Ellington Telephone Company	0%
Farber Telephone Company	0%
Fidelity Telephone Company	5%
Fidelity Communications Services I	5%
Fidelity Communications Services II	5%
Granby Telephone Company	0%
Grand River Mutual Telephone Corp.	0%
Green Hills Telephone Corporation	0%
Green Hills Telecommunication Services	0%
Holway Telephone Company	0%
Iamo Telephone Company	0%
Kingdom Telephone Company	0%
KLM Telephone Company	0%
Lathrop Telephone Company	0%
Le-Ru Telephone Company	0%
Mark Twain Rural Telephone Company	70%
Mark Twain Communications Co.	70%
McDonald County Telephone Co.	0%
Miller Telephone Company	0%
New Florence Telephone Company	0%
Oregon Farmers Mutual Telephone Co.	0%
Peace Valley Telephone Company, Inc.	0%
Rock Port Telephone Company	0%
Steelville Telephone Exchange, Inc.	0%

**ATTACHMENT G**



# VERIFICATION

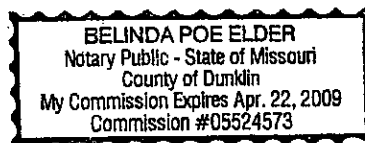
I, Lisa Winberry, after first being duly sworn, state that I am the Manager of BPS Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Lisa Winberry  
Lisa Winberry

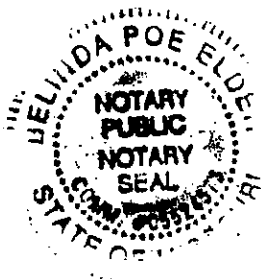
STATE OF Missouri )  
COUNTY OF Dunklin ) ss

Subscribed and sworn before me on this 22<sup>nd</sup> day of September, 2005.

Belinda Poe Elder  
Notary Public



My Commission expires: \_\_\_\_\_



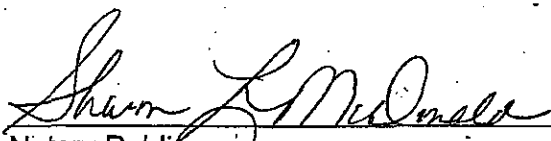
## VERIFICATION

I, Robert C. Schoonmaker, after first being duly sworn, state that I am the President of GVNW, Consulting, Inc. and Agent for Cass County Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

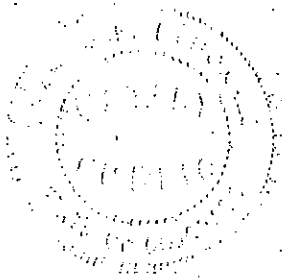
  
Robert C. Schoonmaker

STATE OF Colorado )  
COUNTY OF El Paso ) ss

Subscribed and sworn before me on this 26th day of September, 2005.

  
Notary Public

My Commission expires: 8-28-2006




VERIFICATION

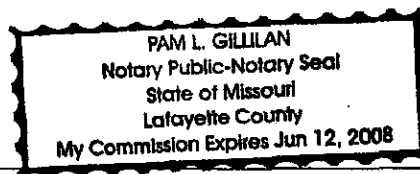
I, Brian Cornelius, after first being duly sworn, state that I am the President of Citizens Telephone Company of Higginsville, Missouri, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Brian Cornelius

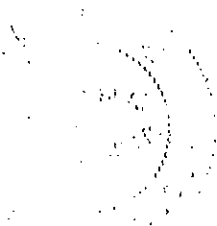
STATE OF Missouri )  
COUNTY OF Lafayette ) ss

Subscribed and sworn before me on this 21 day of September, 2005.

  
Notary Public



My Commission expires: \_\_\_\_\_



# VERIFICATION

I, Jerry James, after first being duly sworn, state that I am the General Manager of Craw-Kan Telephone Cooperative, Inc., that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

*Jerry James Gen Mgr*  
Jerry James

STATE OF Kansas )  
COUNTY OF Crawford ) ss  
)

Subscribed and sworn before me on this 21st day of September, 2005.

*Cy R. W. F.*  
Notary Public

My Commission expires: 07/16/08



# VERIFICATION

I, Dee McCormack, after first being duly sworn, state that I am the President of Ellington Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

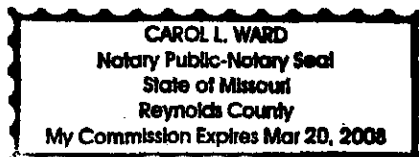
Dee McCormack  
Dee McCormack

STATE OF Missouri )  
COUNTY OF Reynolds ) ss  
)

Subscribed and sworn before me on this 22nd day of September, 2005.

Carol L. Ward  
Notary Public

My Commission expires: Mar 20, 2008



# VERIFICATION

I, Charles W. Crow, after first being duly sworn, state that I am the President of Farber Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Charles W. Crow

STATE OF Missouri )  
 ) ss  
COUNTY OF Audrain )

Subscribed and sworn before me on this 22<sup>nd</sup> day of September, 2005.

  
Notary Public



LISA NEWLAND  
My Commission Expires  
August 30, 2009  
Audrain County  
Commission #05492062

My Commission expires: \_\_\_\_\_

VERIFICATION

I, Dave Beier, after first being duly sworn, state that I am the Vice President-Regulatory of Fidelity Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Dave Beier

Dave Beier

STATE OF Missouri

COUNTY OF Franklin

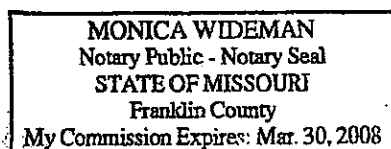
)  
) ss  
)

Subscribed and sworn before me on this 26 day of September, 2005.

Monica Wideman

Notary Public

My Commission expires: March 30, 2008



VERIFICATION

I, Dave Beier, after first being duly sworn, state that I am the Vice President-Regulatory of Fidelity Communications Services I, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Dave Beier

Dave Beier

STATE OF Missouri

COUNTY OF Franklin

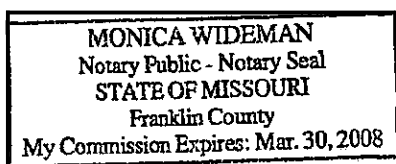
)  
) ss  
)

Subscribed and sworn before me on this 26 day of September, 2005.

Monica Wideman

Notary Public

My Commission expires: March 30, 2008





# VERIFICATION

I, Dave Beier, after first being duly sworn, state that I am the Vice President-Regulatory of Fidelity Communications Services II, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Dave Beier

Dave Beier

STATE OF Missouri

)

COUNTY OF Franklin

) ss

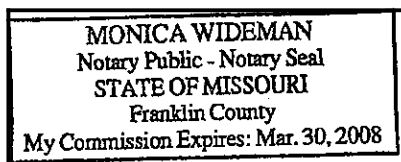
)

Subscribed and sworn before me on this 26 day of September, 2005.

Monica Wideman

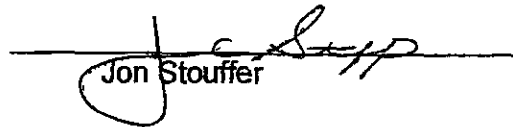
Notary Public

My Commission expires: March 30, 2008



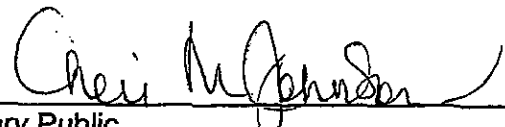
VERIFICATION

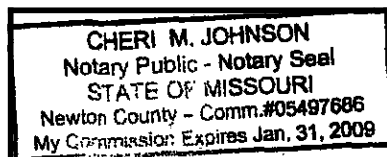
I, Jon Stouffer, after first being duly sworn, state that I am the President of Granby Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Jon Stouffer

STATE OF MO )  
COUNTY OF Newton ) ss

Subscribed and sworn before me on this 22<sup>nd</sup> day of September, 2005.

  
Notary Public



My Commission expires: \_\_\_\_\_

VERIFICATION

I, Rod Cotton, after first being duly sworn, state that I am the Director of Business Development and Regulatory of Grand River Mutual Telephone Corporation, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

rod cotton  
Rod Cotton

STATE OF Missouri )  
COUNTY OF Mercer ) ss


Subscribed and sworn before me on this 23 day of September, 2005.

Mary Pearl Scurlock  
Notary Public

MARY PEARL SCURLOCK  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Mercer County  
My Commission Expires: April 24, 2007

My Commission expires: 4-24-07

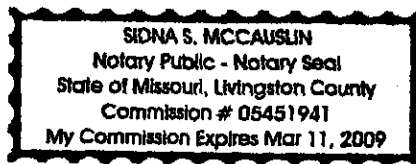
I, Steve Gann, after first being duly sworn, state that I am the General Manager of Green Hills Telephone Corporation, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Steve Gann

STATE OF Missouri )  
 ) ss  
COUNTY OF Caldwell )

Subscribed and sworn before me on this 23rd day of September, 2005.

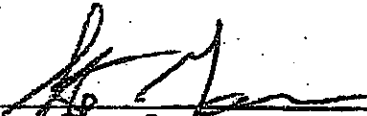
Sidna S McCauslin  
Notary Public



My Commission expires: March 11, 2009

**VERIFICATION**

I, Steve Gann, after first being duly sworn, state that I am the General Manager of Green Hills Telecommunication Services, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

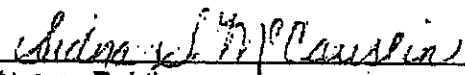
  
\_\_\_\_\_  
Steve Gann

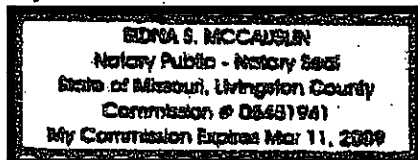
STATE OF Missouri

COUNTY OF Caldwell

) ss  
)

Subscribed and sworn before me on this 3rd day of October, 2005.

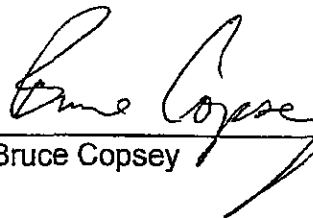
  
\_\_\_\_\_  
Notary Public



My Commission expires: March 11, 2009

## VERIFICATION

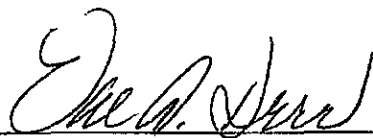
I, Bruce Copsey, after first being duly sworn, state that I am the Secretary of Holway Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Bruce Copsey

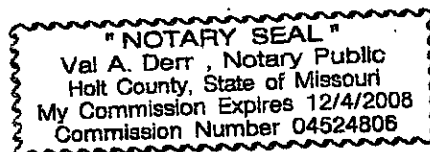
STATE OF Missouri

COUNTY OF Holt

Subscribed and sworn before me on this 23 day of September, 2005.



Notary Public



My Commission expires: 12-04-2008

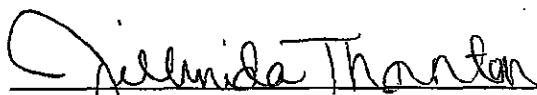
VERIFICATION

I, Jack Jones, after first being duly sworn, state that I am the General Manager of Iamo Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Jack Jones

STATE OF Iowa )  
COUNTY OF Page ) ss

Subscribed and sworn before me on this 26 day of September, 2005.

  
Notary Public



My Commission expires: 9-3-2008

## VERIFICATION

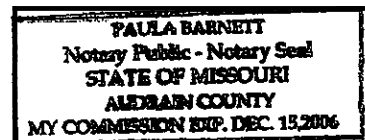
I, Randy Boyd, after first being duly sworn, state that I am the Assistant General Manager of Kingdom Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Randy Boyd  
Randy Boyd

STATE OF Missouri )  
COUNTY OF Callaway ) ss

Subscribed and sworn before me on this 26th day of September, 2005.

Paula Barnett  
Notary Public

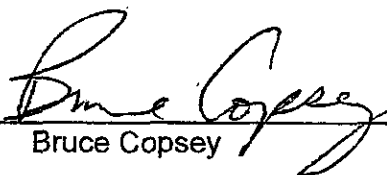


My Commission expires: 12/15/2006.



## VERIFICATION

I, Bruce Copsey, after first being duly sworn, state that I am the Secretary-Treasurer of KLM Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

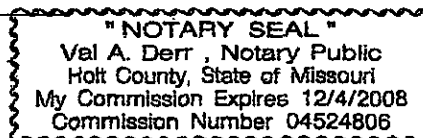
  
Bruce Copsey

STATE OF Missouri )

COUNTY OF Holt )

Subscribed and sworn before me on this 23 day of September, 2005.

  
Notary Public



My Commission expires: 12-04-2008

# VERIFICATION

I, Rod Cotton, after first being duly sworn, state that I am the Director of Business Development and Regulatory of Lathrop Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

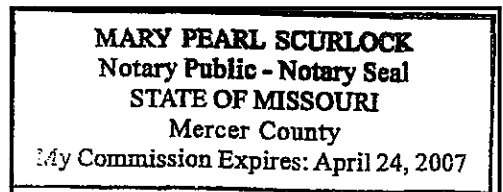
Rd Cotton

Rod Cotton

STATE OF Missouri )  
COUNTY OF Mercer ) ss

Subscribed and sworn before me on this 23 day of September, 2005.

Mary Pearl Scurlock  
Notary Public



My Commission expires: 4-24-07



# VERIFICATION

I, Robert Hart, after first being duly sworn, state that I am the President of Le-Ru Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Robert L Hart  
Robert Hart

STATE OF Missouri )  
COUNTY OF Newton ) ss

Subscribed and sworn before me on this 22nd day of September, 2005.


Carolyn Dyer Carolyn Dyer  
Notary Public

CAROLYN DYER  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
NEWTON COUNTY  
MY COMMISSION EXP. FEB. 24, 2008

My Commission expires: 2/24/2008

## VERIFICATION

I, William Rohde, after first being duly sworn, state that I am the General Manager of Mark Twain Rural Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.



William Rohde

STATE OF MO )  
COUNTY OF KNOX ) ss

Subscribed and sworn before me on this 27th day of September, 2005.



Notary Public

My Commission expires: \_\_\_\_\_

RICHARD L. HALE  
Notary Public - State of Missouri  
Adair County  
My Commission Expires: May 31, 2008

VERIFICATION

I, William Rohde, after first being duly sworn, state that I am the Executive Vice President & General Manager of Mark Twain Communications Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.



William Rohde

STATE OF MO

COUNTY OF Knox

)  
) ss  
)

Subscribed and sworn before me on this 27th day of September, 2005.



Notary Public

My Commission expires: \_\_\_\_\_  
RICHARD L. HALE  
Notary Public - State of Missouri  
Adair County  
My Commission Expires: May 31, 2008

VERIFICATION

I, Ross Babbitt, after first being duly sworn, state that I am the President of McDonald County Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

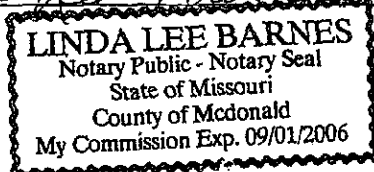
*Ross Babbitt*

Ross Babbitt

STATE OF Missouri )  
 ) ss  
COUNTY OF McDonald )

Subscribed and sworn before me on this 21st day of September, 2005.

*Linda Lee Barnes*  
Notary Public



My Commission expires: 9-1-06

# VERIFICATION

I, Debbie Choate, after first being duly sworn, state that I am the Vice President of Miller Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

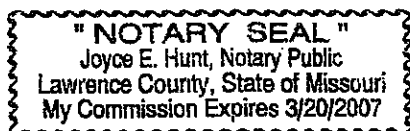
Debbie Choate  
Debbie Choate

STATE OF Missouri )  
COUNTY OF Lawrence ) ss

Subscribed and sworn before me on this 21st day of September, 2005.

Joyce E. Hunt  
Notary Public

My Commission expires: 3/20/2007



# VERIFICATION

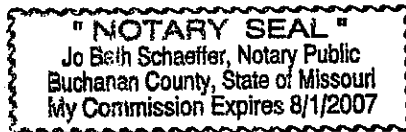
I, Bob Williams, after first being duly sworn, state that I am the President of New Florence Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Bob Williams  
Bob Williams

STATE OF Mo. )  
COUNTY OF Buchanan ) ss

Subscribed and sworn before me on this 29 day of Sept., 2005.

Jo Beth Schaeffer  
Notary Public

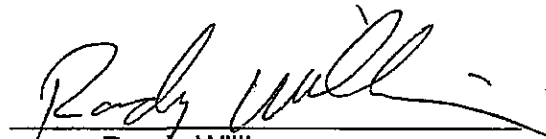


My Commission expires: \_\_\_\_\_



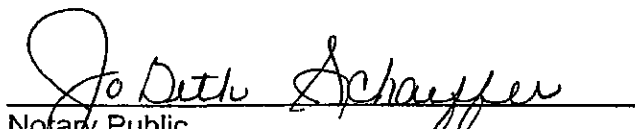
VERIFICATION

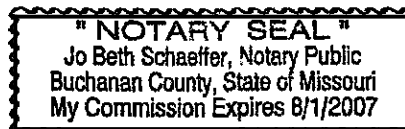
I, Randy Williams, after first being duly sworn, state that I am the Vice President of Oregon Farmers Mutual Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Randy Williams

STATE OF MO. )  
COUNTY OF Buchanan ) ss

Subscribed and sworn before me on this 22 day of Sept., 2005.

  
Notary Public



My Commission expires: \_\_\_\_\_

# VERIFICATION

I, Maurice Bosserman, after first being duly sworn, state that I am the President of Peace Valley Telephone Company, Inc., that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Maurice Bosserman  
Maurice Bosserman

STATE OF Missouri )  
COUNTY OF Howell ) ss  
)

Subscribed and sworn before me on this 23 day of September, 2005.

Leo Evans  
Notary Public

My Commission expires: Feb. 26, 2008

# VERIFICATION

I, Rick Bradley, after first being duly sworn, state that I am the Controller of Rock Port Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing PETITION FOR ARBITRATION and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

*Rick Bradley*  
Rick Bradley

STATE OF MISSOURI  
COUNTY OF ATCHELSON

)  
) ss  
)

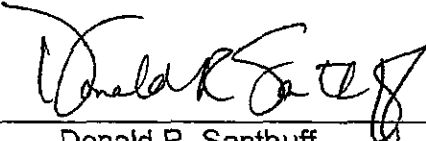
Subscribed and sworn before me on this 30th day of September, 2005.

*Ruth Fox*  
Notary Public, Ruth Fox

My Commission expires: August 6, 2008.

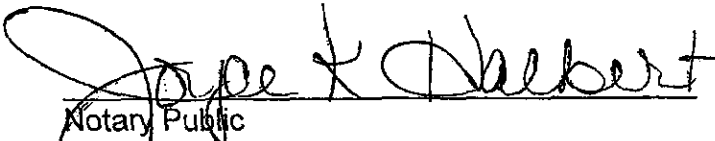
VERIFICATION

I, Donald R. Santhuff, after first being duly sworn, state that I am the General Manager of Steelville Telephone Exchange, Inc., that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

  
Donald R. Santhuff

STATE OF MISSOURI )  
COUNTY OF CRAWFORD ) ss

Subscribed and sworn before me on this 21st day of SEPTEMBER, 2005.

  
Notary Public

My Commission expires: 10-20-2005