BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Mid-Missouri Telephone Company,	)	
	)	
Petitioner,	)	
	)	
v.	)	Case No. TC-2006-0127
	)	
Southwestern Bell Telephone Company,	)	
T-Mobile USA, Inc.	)	
	)	
Respondents.	)	

SBC MISSOURI'S ANSWER, AFFIRMATIVE DEFENSES, AND MOTION TO DISMISS

SBC Missouri,[1] respectfully submits its Answer, Affirmative Defenses, and Motion to Dismiss the Complaint filed by Mid-Missouri Telephone Company ("Mid-Missouri").

INTRODUCTION

The Commission should deny Mid-Missouri's Complaint. At the most fundamental level, Mid-Missouri's attempt to apply access charges to intraMTA wireless traffic is patently unlawful. And its attempt to impose liability on SBC Missouri for calls made by another carrier's customers -- simply because SBC Missouri served as the connecting or "transiting" company between the originating wireless carrier and the terminating company -- is wholly unsupported in the law and squarely conflicts with Mid-Missouri's own tariffs.

Under longstanding FCC rules that go back to the mid-eighties, access charges generally have not been permitted to be assessed on wireless traffic. The FCC's August 8, 1996, Local Competition Order continued this prohibition holding that traffic to or from a wireless carrier's network that originates and terminates within the same Major Trading Area ("MTA") "is subject

[1] Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, will be referred to in this pleading as "SBC Missouri" or "SBC."

to transport and termination rates under Section 251(b)(5) of the Telecommunications Act of 1996 (the "Act"), rather than interstate and intrastate access charges."

Consistent with this clear and controlling precedent, the Missouri Commission on two occasions rejected Mid-Missouri's (and other company's) tariff amendments seeking to apply its access rates to wireless traffic. While the Missouri Court of Appeals recently reversed and remanded that case to the Commission for further consideration in light of the Commission's state regulatory authority,[2] the Commission is not bound by the Court's Order to approve the proposed tariff revisions. Rather, the Commission on remand retains discretion in reviewing the proposed tariffs and could reject them on a myriad of grounds (e.g., for unreasonableness, or as contrary to the public interest). But even if the Commission were to approve the Mid-Missouri's proposed tariff amendment adding the language allowing access charges to be assessed on wireless traffic, such a decision could only have prospective effect and cannot be applied retroactively in this case.

Moreover, Mid-Missouri's attempt to impose liability on a transit carrier like SBC Missouri violates accepted industry standards as expressed by the FCC, the Missouri Public Service Commission and other state commissions -- as well as Mid-Missouri's own tariffs. These authorities all call for the originating carrier to be responsible for compensating all downstream carriers involved in completing the call. To the extent they applied, Mid-Missouri's tariffs provided remedies against originating carriers when such payments were not made. But Mid-Missouri failed to exercise them. Transit companies receive little or no benefit from serving as transit carriers and it is inappropriate to impose any financial obligation on them for such traffic. As it did in its recent Order adopting the Enhanced Records Exchange Rules, the

[2] The Commission and several intervening carriers have sought further review by the Missouri Supreme Court.

Commission should again confirm its longstanding policy that transit carriers have no liability for this type of traffic.

SBC MISSOURI'S ANSWER

1. SBC Missouri admits the allegations contained in paragraph 1.

2. SBC Missouri denies the allegations contained in paragraph 2.

3. SBC Missouri admits that Respondent T-Mobile USA, Inc. ("T-Mobile") is a Commercial Mobile Radio Services ("CMRS") provider in Missouri and that T-Mobile has transited its wireless-originated traffic through SBC Missouri's network to Mid-Missouri. SBC Missouri, however, is without sufficient information to admit or deny the remaining allegations in paragraph 3 and therefore denies them.

4. SBC Missouri denies that Mid-Missouri has properly identified SBC Missouri's registered agent for service of process. SBC Missouri, however, does not contest the Commission's service of this Complaint.

5. Paragraph 5 does not call for a response from SBC Missouri.

6. SBC Missouri admits the allegations contained in paragraph 6 that it provided Mid-Missouri with "Cellular Transiting Usage Reports ("CTUSRs") or mechanized call detail records (depending on the timeframe) for the wireless traffic T-Mobile transited through SBC Missouri's network to Mid-Missouri. SBC Missouri, however, has not recently examined T-Mobile's usage to Mid-Missouri and is therefore not in a position to either admit or deny the amount of T-Mobile traffic Mid-Missouri claims to have terminated.

7. SBC Missouri denies the allegations contained in paragraph 7.

8. SBC Missouri admits that Mid-Missouri is entitled to be compensated for the use of its network in accordance with its Intrastate Access Tariff for terminating T-Mobile's wireless

calls when they are determined to be interMTA calls. SBC Missouri also admits that Complainant is entitled to be compensated for the use of its network in accordance with its Wireless Termination Service Tariff during the period that tariff was in effect for terminating T-Mobile's wireless calls when they are determined to be intraMTA calls. To the extent such compensation is owed, however, it is owed by T-Mobile, as those calls were made by its customers. None of these calls were made by SBC Missouri's customers and it denies that it owes Mid-Missouri any compensation on this traffic.

9. SBC Missouri admits that the Commission has jurisdiction over Mid-Missouri's Complaint pursuant to Sections 386.390 and 386.240 RSMo (2000).

10. To the extent that SBC Missouri has neither specifically admitted nor denied any allegation contained in the Complaint, SBC Missouri specifically denies it.

SBC MISSOURI'S AFFIRMATIVE DEFENSES

For its Affirmative Defenses, SBC Missouri states:

1. Mid-Missouri's claim for access charges on intraMTA wireless traffic is barred by federal and state law.

2. Mid-Missouri's claims against SBC Missouri as a transit carrier are barred by federal and state law.

3. Mid-Missouri's claims against SBC Missouri are barred in that Mid-Missouri has failed to exercise remedies available to it under the terms of its own applicable access tariffs or wireless termination service tariff.

SBC MISSOURI'S
MOTION TO DISMISS

For its Motion to Dismiss, SBC Missouri states:

1. Mid-Missouri has failed to state a claim upon which relief can be granted in that it has failed to allege any legitimate basis for holding an intermediate tandem company like SBC Missouri financially responsible for traffic originated by another carrier.

2. Mid-Missouri's Complaint should be dismissed to the extent it seeks to apply tariffed intrastate access rates to wireless intraMTA traffic in violation of federal law. The FCC's Interconnection Order[3] does not permit LECs to impose access charges for wireless traffic that originates and terminates within an MTA. Rather, such traffic is subject to reciprocal compensation rates for transport and termination under Section 251(b)(5) of the Act:

> We reiterate that traffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5),[4] rather than interstate or intrastate access charges. [5]

The FCC has long held that access charges should generally not be applied to wireless carrier traffic. The FCC, in its "Policy Statement on Interconnection of Cellular Systems," which was released in 1986,[6] required LECs' interconnection rates for terminating cellular calls to be negotiated in good faith between the cellular operators and telephone companies, and it specifically prohibited LECs from applying access charges:

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[3] Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket 96-98 (Released August 8, 1996) (the Interconnection Order).
[4] Section 251(b)(5) of the Act imposes on each local exchange carrier "the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications."
[5] Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket No. 96-98 (released August 8, 1996), para. 1043 ("FCC Local Competition Order").
[6] In the Matter of the Need to Promote Competition and Efficient Use of Spectrum for Radio Common Carrier Services, Memorandum Opinion and Order, 1996 FCC LEXIS 3878, Appendix B, Paragraph 5, released March 5, 1986.

> The terms and conditions of interconnection depend, of course on innumerable factors peculiar to the cellular system, the local telephone network, and local regulatory policies; accordingly, we must leave the terms and conditions to be negotiated in good faith between the cellular operator and the telephone company.
>
> . . .
>
> Compensation Arrangements - In view of the fact that cellular carriers are generally engaged in the provision of local, intrastate, exchange telephone service, the compensation arrangements among cellular carriers and local telephone companies are largely a matter of state, not federal concern. We therefore express no view as to the desirability or permissibility of particular compensation arrangements, such as calling-party billing, responsibility for the cost of interconnection, and establishments of rate centers. Such matters are properly the subject of negotiations between the carriers as well as state regulatory jurisdiction. Compensation may, however, be paid under contract or tariff provided that the tariff is not an "access tariff" treating cellular carriers as interexchange carriers, except as noted in footnote 3.[7]

Mid-Missouri's attempt to impose intrastate access charges on intraMTA wireless traffic is in clear violation of these FCC rules and requires dismissal of the Complaint. And other state commissions and all federal courts that have considered this issue have prohibited local exchange carriers from imposing access charges on wireless carriers for terminating intraMTA calls.[8] The Commission should reach the same conclusion here.

[7] The exception noted by the FCC in footnote 3 pertains to roaming cellular traffic, which is not at issue here.

[8] 3 River Telephone Cooperative, Inc. v. US West Communications, Inc., CV99-80-GF-CS0, 2003 U.S. Dist. LEXIS 24871, at *65-67 (D.C. Mont. August 22, 2003) ("It is Qwest's position that . . . the 1996 Local Competition Order specifically provide[s] that traffic between an LEC and a CMRS provider that originates and terminates within the same MTA is local traffic and it is, therefore, not subject to terminating access charges, but rather to reciprocal compensation. The Court agrees."); Rural Iowa Independent Telephone Association v. Iowa Utilities Board, 385 F.Supp.2d 797, 2005 U.S. Dist. LEXIS 16652, at *65 (D. Iowa August 11, 2005) (Finding that Iowa Utility Board's decision that classified intraMTA traffic as "local" and not subject to long distance "access" charges was "in accordance with federal law."); see also, In re Exchange of Transit Traffic, 2001 Iowa PUC. LEXIS 548, at *27-*28 (Iowa Utils. Bd. November 26, 2001) (proposed decision), aff'd, 2002 Iowa PUC LEXIS 103 at *6 - *9, and *14 - *15 (March 18, 2002), rehearing denied 2002 WL 1277812 (May 3, 2002) ("The vast majority of the wireless traffic at issue is intraMTA and . . . the FCC has defined intraMTA wireless-originated traffic as local traffic. Local traffic fees for access services (as contemplated by the ITA [Iowa Telephone Association] tariff) are not applicable. The ITA tariff . . . attempts to impose access charges on traffic that is not subject to such charges . . . and is rejected as unjust, unreasonable and unlawful"); and, In the Matter of: the Application of Southwestern Bell Wireless L.L.C., et al. for Arbitration Under the Telecommunications Act of 1996, Cause No. PUD 200200149, Report and Recommendations of the Arbitrator, issued July 2, 2002, Ex. B, p. 1, ("The FCC has clearly stated that calls made to and from a CMRS network within the MTA are subject to transport and termination charges rather than interstate and intrastate access charges").

3. Mid-Missouri's Complaint should be dismissed to the extent Mid-Missouri seeks to apply its tariffed intrastate access rates to wireless traffic in violation of state law. On January 27, 2000 the Commission issued a Report and Order in Case No. TT-99-428, et al. rejecting access tariff revisions filed by Alma Telephone Company, Mid-Missouri and other companies adding tariff language that would apply their intrastate switched access rates to Commercial Mobile Radio Service ("CMRS" or "wireless") traffic. There, the Commission fully endorsed the federal prohibition on applying access charges to intraMTA wireless traffic:

> In the First Report and Order, the FCC made it abundantly clear that access charges do not apply to local traffic exchanged between LECs and CMRS providers. Traffic to or from a CMRS provider's network, the FCC held, that originates and terminates in the same MTA is subject to transport and termination rates under the Act, but is not subject to interstate or intrastate access charges. In the present case, if its tariffs were approved, Alma would be allowed to apply access charges to traffic exchanged with CMRS providers within the same MTA. Such an action would clearly violate both the Act and the First Report and Order.[9]

Although the Commission's decision in TT-99-428 was overturned by the Cole County Circuit Court and the Court of Appeals, the Commission and several intervening carriers have sought further review by the Missouri Supreme Court. But as the Commission's order was not stayed pending appeal, it remains in full force and effect. Even Mid Missouri has acknowledged that access rates like those it is attempting to apply here cannot appropriately be imposed on wireless traffic until judicial review in Case No. TT-99-428 is completed:

> The complaint filed by Complainants herein was premised upon the belief that there [sic] switched access rates, which were the only rates of Complainants which could lawfully be assessed to the traffic in question, were appropriate. Until the decision in TT-99-428 is finally reviewed, or until interconnection agreements containing rates approved by the Commission are in effect, there is

[9] In the Matter of Alma Telephone Company's Filing to Revise its Access Service Tariff, PSC Mo-No. 2, et al., Case Nos. TT-99-428, et al., Report and Order, p. 12, issued January 27, 2000.

> now no rate which Complainants can contend in this proceeding applied to the traffic in question.[10]

Moreover, the Commission on remand retains discretion in reviewing the proposed tariffs and could reject them on a myriad of grounds (e.g., for unreasonableness, or because they are contrary to public interest).

But even if the Commission on remand were to approve Mid-Missouri's proposed tariff amendments (adding language that would allow access charges to be assessed on wireless traffic), those new provisions would be inapplicable here because the tariffs in effect when the traffic at issue was passed did not contain this language. The Missouri statute governing telecommunications rates make plain that tariffs cannot be applied retroactively to services performed prior to a tariff's approval:

> No telecommunications company shall charge, demand, collect or receive a different compensation for any service rendered or to be rendered than the charge applicable to such service as specified in its schedule on file and in effect at that time.[11]

Any such decision by the Commission approving the proposed tariff amendments could only have prospective effect and cannot be applied retroactively in this case.[12] Mid-Missouri therefore cannot lawfully seek access charges on intraMTA wireless traffic – either from the

[10] See, para. 7 of Mid-Missouri, et al.'s Dismissal of Complaint without Prejudice, filed March 16, 2000 in Case No. TC-2000-375 ("Mid-Missouri's Complaint in TC-2000-375 was similar to the Complaint it is bringing now in that it also sought to apply full terminating intrastate access charges to intraMTA wireless-originated traffic.").
[11] Section 392.220.2 RSMo (2000) (emphasis added).
[12] State, ex rel. Utility Consumers Council of Missouri, Inc. v. PSC, 585 S.W.2d 41, 58-59 (Mo. banc 1979) ("Explaining that under Missouri law neither the commission nor reviewing court may order that a rate be retroactively applied to services previously performed."); Lightfoot v. City of Springfield, 236 S.W.2d 348, 353 (Mo. 1951) ("The commission fixes rates prospectively and not retroactively . . . our courts can not make the commission and our courts can not retroactively do that which the commission, or other rate-making body only does prospectively. . . ."); State, ex rel. Midwest Gas Users Association v. PSC, 976 S.W.2d 470, 480 (Mo. App. W.D. 1998) (Finding purchased gas adjustment clause did not violate retroactive ratemaking doctrine where the adjustment "applied only to future customers on a future bills. The companies are not allowed to adjust the amount charged to past customers either up or down.").

originating wireless carrier or intermediate tandem companies like SBC Missouri whose networks the wireless carriers use to send their traffic to terminating carriers like Mid-Missouri.

4. Mid-Missouri's Complaint should be dismissed to the extent it seeks to recover terminating compensation from SBC Missouri on T-Mobile's wireless-originated traffic simply because SBC Missouri served as the connecting or transiting company between T-Mobile and Mid-Missouri. Mid-Missouri's attempt to impose liability on a transiting carrier like SBC Missouri conflicts with applicable industry standards as articulated by the FCC, the Missouri Commission and Mid-Missouri's own tariffs.

Under these standards, the originating carrier -- the one who has the relationship with the calling party -- is generally responsible for compensating all downstream carriers involved in completing the call. The FCC, in its Unified Carrier Compensation docket, stated:

> Existing access charge rules and the majority of existing reciprocal compensation agreements require the calling party's carrier, whether LEC, IXC or CMRS, to compensate the called party's carrier for terminating the call. Hence, these interconnection regimes may be referred to as "calling-party's-network-pays" (or "CPNP"). Such CPNP arrangements, where the calling party's network pays to terminate a call, are clearly the dominant form of interconnection regulation in the United States and abroad.[13]

As the FCC made clear, the originating carrier is the party with the relationship with the end user who originated the call. It is through this relationship with the end user that the originating carrier is able to recover the cost of terminating calls. The FCC reaffirmed this standard in the Verizon-Virginia Arbitration with AT&T, Cox and WorldCom.[14] There, WorldCom proposed interconnection agreement language that would have required Verizon to

[13] In the Matter of Developing a Unified Carrier Compensation Regime, CC Docket No. 01-92, Notice of Proposed Rulemaking, released April 27, 2001, para. 9 ("Unified Carrier Compensation NPRM")(emphasis added).
[14] In the Matter of the Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia Inc., and for Expedited Arbitration, et al., CC Docket No. 00-218, et al., Memorandum, Opinion and Order, released July 17, 2002 ("FCC Verizon-Virginia Arbitration Order").

compensate WorldCom for all transit traffic that flowed through Verizon to WorldCom (i.e., as if the traffic were exchanged solely between WorldCom and Verizon). Under WorldCom's proposed language, Verizon would have been required to bill the originating carrier for reimbursement of those charges. Verizon objected to WorldCom's proposed language, which essentially required Verizon to act as a billing intermediary for transit traffic that WorldCom exchanges with third-party carriers.[15]

Consistent with the long-standing industry standard under which the calling party's network pays, the FCC's Common Carrier Bureau specifically rejected WorldCom's proposal to make Verizon financially responsible for terminating expenses on transit traffic:

> We also reject WorldCom's proposal to Verizon . . . WorldCom's proposal would . . . require Verizon to serve as a billing intermediary between WorldCom and third-party carriers with which it exchanges traffic transiting Verizon's network. We cannot find any clear precedent or Commission rule requiring Verizon to perform such a function. Although WorldCom states that Verizon has provided such a function in the past, this alone cannot create a continuing duty for Verizon to serve as a billing intermediary for the Petitioners' transit traffic. We are not persuaded by WorldCom's arguments that Verizon should incur the burdens of negotiating interconnection and compensation arrangements with third-party carriers. Instead, we agree with Verizon that interconnection and reciprocal compensation are the duties of all local exchange carriers, including competitive entrants. Accordingly, we decline to adopt WorldCom's proposal for this issue.[16]

And in an Order released in December, 2003, the FCC reaffirmed the continued appropriateness of the "calling-party's-network-pays" standard in its decision in the Verizon-Virginia arbitration with Cavalier Telephone. Specifically referencing transit traffic, the FCC

[15] FCC Verizon-Virginia Arbitration Order, paras. 107, 112 and 114.
[16] FCC Verizon-Virginia Arbitration Order, para. 119 (internal citations omitted).

stated that it agreed that the "originating party is the appropriate party to be billed for the traffic it originates."[17]

As reflected in the Order adopting the new Missouri Enhanced Record Exchange Rule, the Missouri Commission has maintained a similar policy. Since the elimination of the Primary Toll Carrier Plan, it has refused to hold transiting carriers financially responsible for traffic originated by other carriers that transited their networks:

> We conclude that minimally invasive local interconnection rules are necessary to address the complex processes and myriad interests of those companies involved with traffic traversing the LEC-to-LEC network. We characterize our rules as minimally invasive because in all instances they simply codify existing practices currently employed by those who are most apprehensive and most opposed to the proposed rule . . . our rules are minimally invasive because, in spite of considerable exhortations to the contrary, we do not seek to change the business relationship that the Commission ordered when it eliminated the Primary Toll Carrier Plan . . . equally important to rule creation is an environment, as in Missouri's, where the business relationship does not hold the transiting carrier principally or even secondarily liable for traffic delivered to unsuspecting terminating carriers.[18]

Other state public utility commissions that have addressed this issue have also rejected imposing liability on the transit carrier for other companies' traffic. For example, in the Iowa Network Systems case, [19] a group of independent LECs sought to impose access charges on Qwest for terminating wireless calls transited to them by Qwest. There, wireless carriers

[17] In the Matter of Petition of Cavalier Telephone L.L.C. Pursuant to Section 252(e)(5) of the Telecommunication Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc. and for Arbitration, WC Docket No. 02-359, Memorandum, Opinion and Order, released December 12, 2003, para. 49. The FCC's Wireline Competition Bureau served as the arbitrator because the Virginia Commission declined jurisdiction. In its decision, the FCC indicated that in deciding the unresolved issues presented, it applied "current Commission rules and precedence, including those most recently adopted in the Triennial Review Order," Id., at para 2.

[18] Order of Rulemaking Adopting 4 CSR 240-29.010 , at pp. 8-9.

[19] In re Exchange of Transit Traffic, 2001 IOWA PUC LEXIS 548 (Iowa Utils. Bd.) November 26, 2001 (Proposed Decision), aff'd, 2002 IOWA PUC LEXIS 103 (March 11, 2002), Rehearing Denied 2002 W.L.1277812 (May 3, 2002).

delivered their calls to Qwest, which transported the traffic to Iowa Network Systems ("INS"), a centralized equal access service provider (formed by the independent LECs) which then carried the traffic to the independent LECs for connection to the called customer. INS and the independent LECs (called "INS participating telephone companies" or "PTCs") sought to impose access charges on Qwest for this traffic. Rejecting the claim, the Iowa Commission stated:

> The traffic at issue in this docket is not Qwest's toll traffic and the function that Qwest performs in its transit function is to provide an indirect connection for local traffic. The FCC has deemed intraMTA traffic local, therefore, access charges do not apply.[20]

Similarly, the Public Service Commission of Wisconsin in an arbitration between AT&T and Wisconsin Bell refused to impose any financial responsibility on Wisconsin Bell for traffic that is exchanged between AT&T and a third-party carrier that transits Wisconsin Bell's network:

> The panel agrees that neither carrier should have to act as a billing agent or conduit for compensation between other carriers that exchange traffic that transit its network. The panel also finds that AT&T is not required to give Ameritech proof of its authority to deliver traffic to other CLECs as a precondition to Ameritech providing transit service.[21]

Moreover, Mid-Missouri's own intrastate and interstate access charges do not allow it to impose its access charges on transit companies that serve merely as the connecting carrier between the originating and the terminating companies. Rather, these tariffs, consistent with national standards promulgated at the Ordering and Billing Forum ("OBF"), recognize that access services often must be provided by more than one LEC. The tariffs call for both the

[20] In re Exchange of Transit Traffic, 2002 IOWA PUC LEXIS 548 at *16-17.
[21] In re Petition for Arbitration to Establish an Interconnection Agreement Between Two AT&T subsidiaries, AT&T Communications of Wisconsin, Inc. and TCG Milwaukee, and Wisconsin Bell, Inc. (d/b/a Ameritech Wisconsin), Case No. 05-MA-120, Arbitration Award (P.B. Serv. Comm of Wisc, October 12, 2000), issue 75, p. 129.

transit company and the terminating company to bill their respective access charges attributable to the portion of the jointly provided service they each supply. These tariffs specifically call for both the transit and the terminating companies to bill the carrier whose call they are jointly handling.[22] Similarly, Mid-Missouri's Wireless Termination Service Tariff calls for it to bill the responsible wireless carrier, not the transit carrier. In the event a wireless carrier fails to pay Mid-Missouri's tariff charges, the tariff calls for Mid-Missouri to request the transit carrier to block that wireless carrier's traffic (which Mid-Missouri did not do here). It does not permit Mid-Missouri to bill the transit carrier for such traffic.[23]

Mid-Missouri's claim that SBC Missouri should be liable for wireless traffic originated by T-Mobile simply because it transited SBC Missouri network is inconsistent with applicable industry standards and the Commission should reject it.

WHEREFORE, having fully answered, SBC Missouri requests the Commission to enter an Order dismissing Mid-Missouri's Complaint.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.
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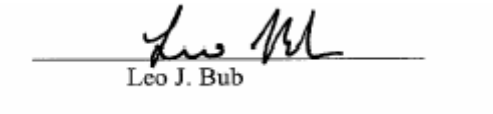
[22] See, Oregon Farmers Mutual Tel. Co. Access Service, P.S.C. MO. No. 6, Original Sheet 34, Effective January 1, 1987 (emphasis added). Mid-Missouri concurs in the Oregon Farmers Mutual Telephone Company Access Service Tariff.
[23] See, Mid-Missouri Telephone Company Wireless Termination Service Tariff, P.S.C. Mo.-No. 3, Original Sheets 3, 5-7, effective August 18, 2003.

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document were served to all parties by e-mail on October 28, 2005.



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