

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Investigation into the Earnings)
of Cass County Telephone Company.) **Case No. IR-2006-0374**

**FAIRPOINT'S MOTION TO SCHEDULE
EXPEDITED SETTLEMENT CONFERENCE**

Come now FairPoint Communications, Inc. and FairPoint Communications Missouri, Inc. d/b/a FairPoint Communications (collectively "FairPoint"), pursuant to Missouri Public Service Commission ("Commission") Rules 4 CSR 240-2.080 and 2.125(1), and for their Motion to Schedule Expedited Settlement Conference respectfully state as follows:

1. As noted in the Commission's *Order Directing Notice and Setting Date for Submission of Intervention Requests* issued on April 3, 2006 in this matter, "[O]n March 30, 2006, the Staff of the Public Service Commission; Cass County Telephone Company, Limited Partnership; Local Exchange Company, LLC; FairPoint Communications, Inc.; FairPoint Communications Missouri, Inc.; and the Office of the Public Counsel filed a Stipulation and Agreement that purports to resolve Staff's investigation into the earnings of Cass County Telephone Company."

2. On April 24, 2006, AT&T Missouri filed its Application to Intervene in this proceeding in opposition to the pending Stipulation. In its Application, AT&T states that it was not privy to the information upon which the negotiations and the proposed stipulation were based; it takes no position on the extent to which CassTel may be overearning nor on the appropriate test year; and it does not request a hearing. Nevertheless, AT&T advocates that the Commission should reject the proposed

stipulation and direct the parties to consider a new stipulation that would take into account the interests of CassTel's access customer-base.

3. As the Commission is well aware, and as the Stipulation herein reflects, on January 23, 2006, a Joint Application was filed with the Commission for authority for CassTel to sell its regulated Missouri operations to FairPoint Communications Missouri, Inc., a case docketed by the Commission as Case No. TM-2006-0306. In accordance with the Asset Purchase Agreement attached to the Joint Application, the Closing Date for the subject transaction is on or before July 3, 2006. Indeed, in the event the Closing has not occurred by July 3, 2006, either party thereto may terminate the Agreement and abandon the transaction. Due to the extensive time and costs already incurred by FairPoint regarding this transaction, FairPoint has indicated it is likely that they will terminate the Agreement if the intervenor issues have not been resolved in time to close the transaction by July 3, 2006.

4. Whereas the matters in these two dockets are linked, time is of the essence for resolution of any issues addressed therein. Without addressing the propriety of AT&T Missouri's pending request for intervention as a party to this proceeding, FairPoint respectfully requests that the Commission act on the request as soon as possible. Should AT&T Missouri's intervention be granted, FairPoint respectfully requests that the Commission immediately schedule a Settlement Conference to be attended by all parties. FairPoint is not requesting the appointment of a settlement officer for this purpose, as contemplated by Commission Rule 4 CSR 240-2.125(1).

WHEREFORE, should AT&T Missouri's pending application to intervene be granted, FairPoint respectfully requests that the Commission immediately schedule a Settlement Conference in this matter.

Respectfully submitted,

/s/ Larry W. Dority

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FairPoint Communications Missouri, Inc. d/b/a
FairPoint Communications

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 28th day of April, 2006, a copy of the above and foregoing Motion was served via electronic mail to all parties of record and counsel for AT&T Missouri.

/s/ Larry W. Dority

Larry W. Dority