

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

In the Matter of the Petition for Arbitration)
of Unresolved Issues in a Section 251(b)(5))
Agreement with ALLTEL Wireless)
and Western Wireless) Case No. _____

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

COME NOW Cass County Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Craw-Kan Telephone Cooperative, Inc., Goodman Telephone Company, Granby Telephone Company, Green Hills Telephone Corporation, Holway Telephone Company, Iamo Telephone Company, Kingdom Telephone Company, KLM Telephone Company, Lathrop Telephone Company, Le-Ru Telephone Company, Mark Twain Rural Telephone Company, McDonald County Telephone Company, Miller Telephone Company, Oregon Farmers Mutual Telephone Company, Ozark Telephone Company, Peace Valley Telephone Company, Inc., Rock Port Telephone Company, and Seneca Telephone Company, (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 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 Respondents, ALLTEL Wireless and Western Wireless ("ALLTEL" or "Respondents") 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 AT&T Missouri (f/k/a 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
bmccartney@brydonlaw.com
(573) 635-7166
(573) 634-7431 (Fax)

3. Respondents are commercial mobile radio service (“CMRS” or “wireless”) telecommunications providers 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 electronically upon the following contact for Respondents:¹

Ron Williams
VP – Interconnection/Compliance
ALLTEL
3650 131st Ave SE #400
Bellevue, WA 98006
ron.williams@alltel.com

5. On December 30, 2005, Petitioners sent a request for negotiation to Respondents via electronic mail which was received and acknowledged by ALLTEL on that same date. (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

¹ As a result of the acquisition of Western Wireless by ALLTEL, representatives of ALLTEL have taken over responsibility for negotiations on behalf of Western Wireless.

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. In addition, this proposed agreement is highlighted to show the areas of disagreement that still remain between the Parties as of the date of the filing of this Petition. 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 135th to the 160th 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 approved agreements and resolution of all issues which have surrounded the 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. 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 rates for intraMTA wireless traffic delivered pursuant to the agreement should be those as listed on Attachment E. These rates are supported by the forward-looking cost studies that are being filed contemporaneously with the filing of this Petition as Attachment F.

(2.) ***Respondents' Position.*** Respondents have not agreed to these rates or provided an alternative cost-based rate(s).

B. 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 not agreed to all of the interMTA factors.

C. Interstate versus Intrastate Factors (Sections 4.1.2 & 4.1.3)

(1.) **Petitioners' Position.** Petitioners' position is that the intrastate/interstate factor for interMTA traffic is 80% intrastate and 20% interstate.

(2.) **Respondents' Position.** Respondents have proposed that all interMTA traffic be treated as interstate or no more than 20% as intrastate.

D. Direct Connection Language (Sections 1.1, 3.1 3.2, 3.3, 3.4, 3.5 & 20.1)

(1.) **Petitioners' Position.** Neither Petitioners nor Respondents have requested a direct connection, so there is no reason for the agreement to address direct connection. Furthermore, direct connection is covered by Section 251(c) of the Act, and Petitioners currently have a rural exemption from this obligation under Section 251(f) of the Act. ALLTEL has not issued a bona fide request for termination of Petitioners' rural exemption pursuant to Section 251(f) of the Act, so it is not appropriate to include language in the agreement that contemplates direct connection.

(2.) **Respondents' Position.** Respondents have proposed that the agreement contain provisions for direct connection.

E. Reciprocal Compensation for Interexchange Carrier (IXC) Traffic (Section 1.1- Scope)

The Parties disagree as to whether Respondents have an obligation to pay reciprocal compensation on landline traffic terminated to Respondents 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 Respondents 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.** Respondents' 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.

F. Traffic Factors/Ratios

If the Commission adopts Respondents' position on Issue E above, then mobile-to-land/land-to-mobile traffic factors must be established.

(1.) **Petitioners' Position.** Petitioners do not believe such factors are necessary. (See Issue E above.) Nevertheless, Petitioners propose an initial mobile-to-land/land-to-mobile factor of 80/20 (MTL/LTM) for all Petitioners.

(2.) **Respondents' Position.** Petitioners cannot state whether Respondents have accepted an initial mobile-to-land/land-to-mobile factor of 80/20 for all Petitioners.

G. Citizens Telephone Company "Transit" Traffic Issue (Citizens Issue Only)

Citizens Telephone Company of Higginsville, Missouri performs a transiting function for another small rural carrier – Alma Telephone Company. Thus, it is necessary for wireless carriers such as ALLTEL to use the transiting services of both Southwestern Bell and Citizens in order to deliver traffic to Alma Telephone Company.

In other words, without the Citizens transit service, ALLTEL's calls could not be delivered to Alma Telephone Company under the present indirect connection.

(1.) ***Petitioner Citizens Telephone Company's Position.*** Citizens Telephone Company proposes a \$0.01 rate for the transiting functions that it performs on ALLTEL's behalf for calls from ALLTEL to Alma. The \$0.01 per minute rate proposed by Citizens has been agreed to by a number of other wireless carriers, including most recently Cingular and U.S. Cellular.

(2.) ***Respondents' Position.*** Petitioners believe that Respondents have agreed to "transit" language for Citizens, but not to a transit rate.

H. Other Issues

As of the filing date of this Petition, the Parties disagree on several other issues, as indicated by the highlighted language in the proposed Agreement (Attachment D). However, these issues are less significant than those identified above, and Petitioners anticipate that these issues will likely be resolved prior to any hearing scheduled in this arbitration.

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

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Brian T. McCartney Mo. #47788
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Attorneys for Petitioners

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	Proposed IntraMTA Rates
Attachment F	Cost Studies
Attachment G	Proposed InterMTA Factors

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>
Cass County Telephone Company	TC-2002-1077
Citizens Telephone Company	TC-2002-1077
Craw-Kan Telephone Cooperative, Inc.	TC-2002-1077
Goodman Telephone Company	TK-2004-0165
Granby Telephone Company	TO-2004-0493
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
McDonald County Telephone Company	TO-2004-0491
Miller Telephone Company	TM-2001-0448
Oregon Farmers Mutual Telephone Company	TF-98-243
Ozark Telephone Company	TK-2004-0166
Peace Valley Telephone Company, Inc.	IK-2003-0223
Rock Port Telephone Company	IK-2003-0259
Seneca Telephone Company	TK-2004-0167

ATTACHMENT A

ATTACHMENT B – COMPANY NAME AND CONTACT INFORMATION

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

Goodman Telephone Company
Ozark Telephone Company
Seneca Telephone Company
Jay Mitchell
P.O. Box 592
Seneca, MO 64865

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

Green Hills Telephone Corporation
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
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
Rod Cotton
P.O. Box 167
Princeton, MO 64673

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

Mark Twain Rural Telephone Company
Bill Rohde/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

Oregon Farmers Mutual Telephone
Company
Janet Bathurst
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

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December 30, 2005

Ms. Cynthia Austin
Manager – Negotiations
ALLTEL
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203

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

Dear Cynthia:

The below-listed Missouri Small Local Exchange Carriers (LECs) wish to begin negotiations with ALLTEL Wireless and Western Wireless 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 exchange of local traffic. In addition, these Missouri Small LECs seek to establish interim compensation pursuant to Section 51.715 of the FCC's rules effective for each of the companies on the following dates:

<u>Requesting LEC</u>	<u>Date for Beginning Interim Compensation</u>
Cass County Telephone Company	April 29, 2005
Citizens Telephone Company	April 29, 2005
Craw-Kan Telephone Cooperative, Inc.	April 29, 2005
Goodman Telephone Company	April 29, 2005
Granby Telephone Company	April 29, 2005
Green Hills Telephone Corporation	April 29, 2005
Holway Telephone Company	April 29, 2005
Iamo Telephone Company	April 29, 2005

Attachment C

December 30, 2005
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Kingdom Telephone Company	April 29, 2005
KLM Telephone Company	April 29, 2005
Lathrop Telephone Company	April 29, 2005
Le-Ru Telephone Company	April 29, 2005
Mark Twain Rural Telephone Company	April 29, 2005
McDonald County Telephone Company	April 29, 2005
Miller Telephone Company	April 29, 2005
Oregon Farmers Mutual Telephone Company	April 29, 2005
Ozark Telephone Company	April 29, 2005
Peace Valley Telephone Company	April 29, 2005
Rock Port Telephone Company	April 29, 2005
Seneca Telephone Company	April 29, 2005

Accordingly, the rates, terms and conditions contained in the final interconnection agreement (whether negotiated or arbitrated), will relate back to the above listed dates for each of the requesting companies. If this arrangement is acceptable to you, would you please sign this correspondence and return to me at your earliest convenience. Thank you for your attention to and cooperation in this matter.

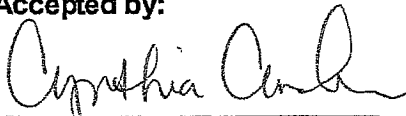
Sincerely,



W.R. England, III

WRE/da
Enclosure

Accepted by:



Cynthia Austin
Manager - Negotiations
ALLTEL Wireless

ATTACHMENT D

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between _____ Telephone Company, a Local Exchange Carrier ("ILEC"), and Alltel Communications, Inc., on behalf of itself and its wireless affiliates (as listed on Appendix 3) and solely with respect to its and their operations as a CMRS provider, with offices located at One Allied Drive, Little Rock, AR 72202 ("Alltel"), effective upon the date of execution below on April 29, 2005 ("Effective Date"). This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (ILEC and Alltel are also sometimes referred to herein as "Party" or, collectively, "Parties.")

WHEREAS, ILEC is a Local Exchange Carrier operating in Missouri.

WHEREAS, Alltel is a commercial mobile radio service carrier operating in Missouri.

~~WHEREAS, the Parties _____ currently terminates traffic originated by its their end user customers through the facilities of another Local eExchange eCarrier 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 _____.]~~

(IXC Traffic ISSUE)

~~WHEREAS, the Parties _____ and ILEC recognize their respective responsibilities to compensate the each other pursuant to Section 4 of this Agreement for termination of the traffic originated by and under the responsibility of each Party.~~

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 - SCOPE OF AGREEMENT

1.1 ~~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~~]. (Direct Connect ISSUE) "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]~~. (IXC Traffic ISSUE) 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 may 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) [("Indirect Interconnection")] or via direct one-way or two-way interconnection ("Direct Interconnection") between ILEC's and Alltel's network]. (Direct Connect ISSUE)

1.2 (Citizens only) This Agreement shall also cover traffic originated by, and under the responsibility of, TMUSA, which transits the network of ILEC and is terminated to Alma Telephone Company, Alma, Missouri ("Transit Traffic").

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 Section 47 C.F.R. ¶20.3 of the FCC's Rules and Regulations.

2.3 "Commission" - Missouri Public Service Commission.

2.4 "CTUSR" - Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone Company, that summarizes 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 an ILEC and Alltel 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 Alltel, 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 Alltel 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.~~ (Interstate/Intrastate ISSUE)

2.10 (Citizens only) “Transit Traffic” – Traffic originated by Alltel and terminated to Alma Telephone Company through the ILEC’s tandem with a CLLI of HGVLMOXA11T.

SECTION 3 - TRAFFIC EXCHANGE

3.1 ~~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~~Indirect Interconnection or Direct Interconnection]. (Direct Connect ISSUE)
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, [which shall be at any technically feasible point within their respective networks] . (Direct Connect ISSUE) The originating Party is responsible for paying all costs to the third-party LEC for calls the third-party LEC transits on behalf of the originating Party.

3.2 In the event Alltel desires to directly interconnect with ILEC and purchase such facilities from ILEC, then ILEC shall provide such interconnection facilities priced at the rates specified in ILEC's published tariff for such interconnection facilities. Further, charges will be shared by the Parties based on their proportional use of such facilities as specified in Appendix A, traffic factors. (Direct Connect ISSUE)

3.3 Direct interconnection facilities provide a trunk side connection between LECs network and Alltel's network. Alltel will have access via a single POI for termination of all traffic to LECs network. Alltel may directly interconnect with LEC at any technically feasible point. By way of example, a technically feasible point of interconnection would include a LEC tandem and/or end office (host) and provide access to all subtending offices to the tandem or host.

3.4 Direct interconnection facilities may be either one-way or two-way in nature. Upon agreement by both Parties to utilize two-way facilities, charges will be shared by the Parties on a proportional percentage basis as referenced in [specify appropriate section of agmt] of this Agreement. The Parties shall review actual minutes transported on shared two-way facilities and modify the percentages no more than once annually. In the event

the Parties cannot agree upon a revised percentage, then either Party may seek resolution through [add appropriate section of agmt] of this Agreement. Upon mutual agreement of the revised percentage, the modified facility factor percentages shall be applied in the next billing cycle following the study and thereafter.

3.5 Each Party shall be responsible for the delivery of traffic from its network to the single POI with the other Party's network for the transport and termination of such traffic by a Party to its end users. LEC shall deliver all originating intramta traffic bound for Alltel to the direct connection.

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 _____ Alltel 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 _____ Alltel shall be based on the intrastate access tariffs of ILEC.~~

(Interstate/Intrastate ISSUE)

4.1.3 ~~Non-local Interstate-Traffic~~ - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Alltel and terminating to ILEC ~~within different States~~ will be compensated based upon the interstate access tariffs of ILEC. (Interstate/Intrastate ISSUE)

Compensation for Non-local ~~Interstate-Traffic~~ originated by, and under the responsibility of, ILEC and terminating to Alltel shall be based on the interstate access tariffs of ILEC.

4.1.4 (Citizens only) Transit Traffic – Compensation for Transit Traffic shall be based on the Transit Traffic rate established in Appendix I.

SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Parties will work cooperatively to exchange billing records in standard industry formats regarding calls originated by one Party that terminates 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 or equivalent facility. 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. In the event a Party does not receive usage reports and/or records generated by a third-party LEC, then a Party will use the traffic factors (for mobile-to-land/land-to-mobile traffic) referenced in Appendix 2 as a fair estimate of the proportions of the total amount of traffic originated by the other Party. This percentage shall remain in effect until amended.

5.3 The traffic factors referenced in Appendix 2 may be amended upon receipt of a valid traffic study. A "valid traffic study" may be based upon, but not necessarily limited to, calling party information (i.e., originating and terminating NPA NXX, minutes of use, etc.). The Parties agree to cooperate in good faith to amend this Agreement to reflect the revised traffic factors, and such revised traffic factors 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. In the event the Parties cannot agree upon revised traffic factors within 60 days, either Party may seek resolution through Section 7 of this Agreement

5.4 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 interMTA 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 and terminating NPA NXX, minutes of use, etc.) which, for at least 3 consecutive billing periods, indicates an amount of interMTA traffic that is at least five percentage (5%) 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. In the event the Parties cannot agree upon a revised interMTA percentage within 60 days, either Party may seek resolution through Section 7 of this Agreement.

5.5 The originating Party shall pay the Billing Party for all undisputed charges listed on the bill. Such payments are to be received within ~~forty five (45)~~thirty (30) days from the ~~Effective Date of the billing statement~~bill receipt date. For purposes of this Agreement, bills shall be deemed received five (5) business days after the mailing date. (ISSUE) The originating Party shall pay a late charge on any undisputed charges that are not paid within the ~~forty five (45)~~thirty (30) day period. (ISSUE) 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 old. 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 beyond ninety (90) days. In no case, however, will billing be made for traffic that is more than one year old.

~~5.6~~ ~~5.4~~ In resolution of the Parties rights, and in further consideration of this Agreement, each Party releases, acquits and discharges the other Party of and from any claim, debt, demand, liability, action or cause of action arising from or relating to the payment of money for the transport and termination of traffic prior to the Effective Date of this Agreement. 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 claim

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 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills. 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 percent (1 ½%) 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).

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 nonlawyer 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 Saint 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 either, within ~~forty five (45)~~thirty (30) days of its receipt of the invoice containing such disputed amount or within one hundred eighty (180) days of payment of a bill, 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 ~~5.35~~, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after ~~forty five (45)~~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.

7.5 No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than two (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.

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 negligent or willful 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~~ one (1) years after the Effective Date. This Agreement shall renew automatically for successive one (1) ~~month~~ 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 in accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Missouri, will govern without regard to its conflicts of laws principles, ~~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 given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (iv) delivered by facsimile to the following address of the Parties:

Alltel Communications, Inc.
One Allied Drive B5F04-D
Little Rock, AR 72202
Attn: Director-Wireless Contract Negotiations
Facsimile: 501-905-6299

In the case of ILEC:

[ADDRESS AND FACSIMILE #]

or to such other location as the receiving Party may direct in writing. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is

sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of facsimile. Notice received after 5:00 p.m. local time of the receiving Party, or received on a Saturday, Sunday or holiday recognized by the United States government, shall be deemed to have been received the following business day.

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, however written notice must be provided to the other Party of such Assignment. 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. (This language is already stated in 19.1, further this section

refers to 19.1.) 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(e), but rather a reciprocal compensation agreement under 47 USC 251(b)(5). 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. (Direct Connect ISSUE)~~

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.

This Agreement is executed this ____ day of _____, 2006

Signatures

APPENDIX 1 TO THE AGREEMENT BETWEEN _____ AND
_____ALLTEL.¹

Rates for termination of Local Traffic via an indirect interconnection

Local Termination Rate \$ _____ per minute (ISSUE)

Rates for termination of Local Traffic via direct interconnection

Local Termination Rate \$ _____ per minute (ISSUE)

(Citizens only) Transit Traffic – the rate for transport of Local Transit Traffic as defined in Sections 1.2, 2.10, and 4.1.4 of this Agreement shall be: \$0.01 per minute.

¹ The rates, terms and conditions contained in this Agreement will apply to services rendered on and after April 29, 2005, in accordance with the FCC rules regarding interim transport and termination pricing (§51.715).

APPENDIX 2 TO THE AGREEMENT BETWEEN _____ AND ALLTEL.

Pursuant to Section 5.2, the traffic factor is Land to Mobile _____ (IXC/Traffic Factor Issue)
Mobile to Land _____

Pursuant to Section 5.2, the interMTA percentage is _____. (InterMTA ISSUE)

NET BILLING ARRANGEMENT

ILEC will calculate the amount Alltel owes ILEC based on one hundred percent (100%) of the IntraMTA traffic originated by Alltel and delivered to ILEC for termination. ILEC will calculate the estimated ILEC traffic delivered to Alltel for termination based on the following formula:

Total MTL Minutes of Use will be calculated based on total MTL IntraMTA MOUs (identified by CTUSR records, ATIS/OBF EMI Category 11-01-XX Records, or other mutually acceptable calculation) less any MTL InterMTA traffic, divided by _____ % (MTL percent). The resulting dividend will then be multiplied by _____ % (LTM percent) to determine the traffic originated by ILEC and delivered to Alltel for termination. ILEC will bill Alltel based on the total amount Alltel owes ILEC minus the amount ILEC owes Alltel.

APPENDIX 3 TO THE AGREEMENT BETWEEN _____ AND ALLTEL.

Alltel Communications, Inc.

Missouri RSA 4 Partnership

Missouri RSA #15 Limited Partnership

MO RSA 2 Partnership

Attachment E

Proposed IntraMTA Rates

<u>Telephone Companies</u>	Proposed IntraMTA Rates
Cass County Telephone Company	\$0.0165
Citizens Telephone Company	\$0.0135
Craw-Kan Telephone Cooperative, Inc.	\$0.0486
Goodman Telephone Company	\$0.0266
Granby Telephone Company	\$0.0152
Green Hills Telephone Corporation	\$0.0471
Holway Telephone Company	\$0.0692
Iamo Telephone Corporation	\$0.0805
Kingdom Telephone Company	\$0.0423
KLM Telephone Company	\$0.0525
Lathrop Telephone Company	\$0.0164
Le-Ru Telephone Company	\$0.0359
Mark Twain Rural Telephone Company	\$0.0676
McDonald County Telephone Company	\$0.0175
Miller Telephone Company	\$0.0331
Oregon Farmers Mutual Telephone Company	\$0.0219
Ozark Telephone Company	\$0.0302
Peace Valley Telephone Company, Inc.	\$0.0482
Rock Port Telephone Company	\$0.0419
Seneca Telephone Company	\$0.0197

ATTACHMENT E

ATTACHMENT F

Cost Studies submitted via computer disks CD

ATTACHMENT G
SUMMARY OF PETITIONERS' PROPOSED INTERMTA FACTORS

Telephone Company	Proposed Factors
Cass County Telephone Company	0%
Citizens Telephone Company	0%
Craw-Kan Telephone Cooperative, Inc.	7%
Goodman Telephone Company	0%
Granby Telephone Company	0%
Green Hills Telephone Corporation	0%
Holway Telephone Company	0%
Iamo Telephone Corporation	0%
Kingdom Telephone Company	0%
KLM Telephone Company	0%
Lathrop Telephone Company	0%
Le-Ru Telephone Company	0%
Mark Twain Rural Telephone Company	32%
McDonald County Telephone Co.	0%
Miller Telephone Company	0%
Oregon Farmers Mutual Telephone Co.	0%
Ozark Telephone Company	0%
Peace Valley Telephone Company, Inc.	0%
Rock Port Telephone Company	0%
Seneca Telephone Company	0%

ATTACHMENT G

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, and/or via electronic mail, or hand-delivered on this 7th day of June, 2006, 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

Ron Williams
VP – Interconnection/Compliance
ALLTEL
3650 131st Ave SE #400
Bellevue, WA 98006
ron.williams@alltel.com

/s/ Brian T. McCartney

Brian T. McCartney