

## JOINT ISSUES MATRIX

Case Nos. TO-2006-0147 and TO-2006-0151

Issue	T-Mobile/Cingular Position	Petitioners' Position
<b>JOINT ISSUES</b>		
<b>IntraMTA Rate</b>		
1. Must each Petitioner establish its own separate transport and termination rate based upon its own separate costs?	Each Petitioner must establish its own transport and termination rate based upon its specific forward-looking economic costs. The Act and FCC Rules do not allow a blanket rate to apply to all Petitioners.	Each Petitioner has performed a cost study using the HAI forward-looking cost model and developed a proposed rate based on its forward-looking costs. These costs average \$0.0871 for T-Mobile and \$0.0843 for Cingular. However, Petitioners have agreed to a lower rate of \$0.035 with other wireless carriers in Missouri. Therefore, Petitioners have proposed the use of this \$0.035 rate in this arbitration. FCC rules do not prohibit a uniform rate for all Petitioners where, as here, it is no greater than their forward-looking costs.
2. What is the appropriate transport and termination rate for each Petitioner?	Petitioners have failed to produce current, forward-looking, company-specific data to support their costs. T-Mobile and Cingular have therefore corrected Petitioners' cost studies, based on publicly available data and on data provided by Petitioners in response to specific data requests. The Commission should adopt the corrected costs in setting a transport and termination rate for each Petitioner. Proposed rates for twenty of the Petitioners are contained in Exhibit WCC-1 to Direct Testimony of W. Craig Conwell. Seven of the Petitioners have not produced enough data to allow corrected costs to be computed. For those seven, the Commission should adopt bill-and-keep as the method of compensation until Petitioners produce the needed data. In the alternative, the Commission should establish a rate for the seven Petitioners not higher than \$0.0147 per MOU (the highest corrected cost for any of the other 20 Petitioners).	The appropriate transport and termination rate for each Petitioner is \$0.035 per minute. This rate (\$0.035) is supported by cost studies developed with the HAI forward-looking cost model. It is also the same rate that has been agreed to in numerous other negotiated agreements between small rural ILECs and all of Missouri's other major wireless carriers. Finally, this rate is consistent with the rate approved in a recent arbitration between T-Mobile and a number of other similarly situated small rural ILECs in Case No. IO-2005-0468.
3. What is Petitioners' forward-looking cost to purchase and install new switches?	<p>The Petitioners have failed to produce current cost information on new switches. The best publicly available information is that of the FCC from the 10<sup>th</sup> Report and Order.</p> <p>Based on the FCC switch cost data (in current dollars), \$428,296 should be used for the fixed cost of a new</p>	Digital switching is the forward-looking technology for rural ILECs, and most, if not all, Petitioners have installed digital switches in the last ten years. Petitioners' input value produce forward looking costs that are approximately 28 % less than embedded costs, which appropriately reflects any decline in switch costs in the last 5-10 years.

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	<p>standalone / host switch. The fixed cost of a remote switch is \$142,384. The per-line cost for all switches is \$76.56 per line.</p> <p>Fixed costs for small standalone / host switches (less than approximately 700 lines) should be determined based on current vendor quotes, which Petitioners have not provided.</p>	
4. What is the appropriate value for the usage-sensitive portion of Petitioners' forward-looking end office switching costs?	The usage-sensitive portion of end office switching investment is \$18.33 per line. This represents the portion of end office switching attributable to interoffice trunk equipment, which is usage-sensitive.	Petitioners have adopted the HAI Model's input value which assigns 70% of switch costs to usage sensitive costs. This is consistent with current and forward-looking digital switching technology and prices for small rural ILECs. This is also consistent with the FCC's Tenth Report and Order in CC Docket 96-45 and the FCC's "MAG Order" issued in 2001.
5. What is the appropriate amount of Petitioners' forward-looking floor space attributable to switching?	The Petitioners have failed to determine the floor space required for standalone / host switches and remote switches with current technologies. Absent this information, floor space estimates derived from the response to data requests for Cass County Telephone should be used. These are: 200 sq. ft. for standalone / host switches (four bays) and 100 sq. ft. for remotes (two bays).	The Petitioners have accepted the HAI model's input value for floor space which reflects an appropriate amount of building and land investment.
6. What is the appropriate per MOU, forward-looking end office switching cost for all Petitioners?	End office switching costs vary among Petitioners in the range of \$0.00116 to \$0.00120 per MOU. See Exhibit WCC-1 to Conwell Direct Testimony.	The appropriate MOU forward-looking end office switching costs for the Petitioners are contained in Schedules RCS-4 and RCS-5.
7. What are Petitioners' appropriate, forward-looking interoffice cable lengths?	Petitioners' switches should be assumed to remain in current locations and the existing interoffice cable distances among these switches should be used to compute transport costs. The distance between Petitioners' switch(es) and the meet point(s) should reflect actual distances. As an example, see Exhibit WCC-16 to Conwell Direct Testimony.	Petitioners' interoffice cable lengths are based on HAI's forward looking model assumptions that assume, in a forward-looking network, that the RBOC would not build facilities to Petitioners' exchanges, as has been the case historically.
8. What are Petitioners' appropriate, forward-looking cable sizes?	The Petitioners incorrectly assume that they all employ 24-fiber cable for all interoffice cable. Fiber cable sizes should be determined for each Petitioner's network based on their total demand for fibers per FCC Rule 51.505, with smaller	Petitioners use the HAI input of 24 fiber cable to connect offices. The HAI model assumes a hypothetical, forward-looking network, and it would not be cost effective or forward-looking to place

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	cable sizes used as appropriate. Absent additional Petitioner-specific cost data, a mix of eight, twelve and twenty-four fiber cables should be used in the cost studies. For Cass County, this results in an average of 12 fibers per cable, which should be used if Petitioners do not produce company-specific network information.	smaller cables.
9. What is the appropriate amount of sharing of Petitioners' interoffice cabling in order to reflect sharing with services other than transport and termination?	FCC Rule 51.511 requires unit costs to reflect total costs of a network element divided by (shared among) total demand for the element. Petitioners cost studies allocate the entire cost of the 24-fiber interoffice cable to the transport system, rather than sharing the cable cost among loops, leased fibers and others. Petitioners' cost studies should be corrected to assume six fibers for interoffice transport systems – two working and four spare, based on the experience of Cass County Telephone. See Exhibit WCC-16 to Conwell Direct Testimony.	The HAI model algorithms calculate sharing of interoffice facilities for uses other than for IXC/wireless transport and termination.
10. What is the appropriate sizing of Petitioners' forward-looking, interoffice transmission equipment?	Petitioners incorrectly assume that they all employ an OC48 add/drop multiplexer, an OC3 terminal multiplexer and a digital cross connect system, and that optical regenerators are employed every 40 miles of interoffice cable routes (and the lengths of these routes are overstated due to the assumed interoffice cable lengths--Issue J.7 above). Transport transmission equipment should be sized to serve the total demand for DS1 equivalent circuits at each Petitioner switch and reflect either fiber ring or point-to-point transport, depending on the Petitioner's network design. Because Petitioners have not provided requested data, the Commission should assume OC-3-sized systems and no need for optical regenerators. See WCC-18 to Conwell Direct Testimony.	Petitioners adopt the HAI input values for transmission equipment.
11. What are the appropriate, forward-looking common transport costs for each Petitioner?	20 Petitioners have produced enough information to allow appropriate common transport costs to be computed. See Exhibit WCC-1 to Direct Testimony of W. Craig Conwell. As to the seven Petitioners that have not produced sufficient data, see Issue 2 above for the recommendation of T-Mobile/Cingular.	The appropriate forward-looking common transport costs for the Petitioners are displayed in Schedules RCS-4 and 5 and are the sum of the Common Transport and Dedicated Transport elements.

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12. Should any of the costs identified in HAI 5.0a as dedicated transport be included in Petitioners' transport and termination rates?	No. Including dedicated transport costs is duplicative of common transport costs. The corrections for common transport described above accurately measure transport costs and it is not necessary to add additional costs.	Yes. The dedicated transport costs in the HAI model should be included in the Petitioners' transport and termination rates as part of the common transport cost.
13. What is the appropriate value of Petitioners' forward-looking signaling link costs?	Petitioners incorrectly assume that a pair of signaling links exists for every Petitioner switch and that the signaling links use the same, fictitious interoffice cable routes from each Petitioner's switch to the nearest Southwestern Bell wire center. Petitioners' costs should be corrected to reflect current charges paid for SS7 interconnection. See Exhibit WCC-21 to Direct Testimony of W. Craig Conwell.	The Petitioners' ISUP signaling costs are based on the HAI model's default input values and costing method and are displayed in Schedules RCS-4 and 5.
Compensation for 1998-2001 Traffic		
14. Upon what basis should Petitioners and Cingular and T-Mobile compensate each other for traffic exchanged between February of 1998 and the 2001 effective date of Petitioners' wireless termination service tariffs?	<p>The Commission's federally-delegated arbitration authority extends only to issues that are relevant to the going-forward interconnection agreement. As the Alma Order held, issues of past compensation are "not relevant." Thus, this is not a proper subject for this arbitration.</p> <p>Section 252(c) requires the PSC to ensure its decision meets the requirements of Section 251(b)(5). The PSC cannot grant the relief sought because the Petitioners' proposal is non-reciprocal and is inconsistent with Section 251(b)(5).</p> <p>The contract provision proposed by Petitioners has not been agreed to by Cingular or T-Mobile, and it is unenforceable.</p> <p>The Missouri Supreme Court has held that Petitioners' access tariff may not be applied to the traffic in question. Thus, for the period in question, the only appropriate reciprocal compensation method was bill-and-keep.</p>	<p>The wireless cellular transiting usage summary report (CTUSR) traffic records provided by SBC establish that T-Mobile sent a total of 2,207,943 minutes of wireless-originated calls to Petitioners' small rural exchanges and Cingular/AT&amp;T Wireless sent a total of 20,371,389 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.</p> <p>The Respondents 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 Petitioners' position is that they should be compensated at the same \$0.035 per minute of use for all intraMTA 1998-2001 traffic that Petitioners have proposed for intraMTA traffic under the new agreement or at the rate finally determined by the Commission as a result of this arbitration.</p>

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<b>Scope of IntraMTA Reciprocal Compensation Obligation</b>		
15. Must Petitioners pay Cingular and T-Mobile reciprocal compensation for intraMTA, wireline to wireless traffic that they hand off to interexchange carriers?	<p>T-Mobile Position: The PSC has already rejected Petitioners' argument, ruling in its Alma/T-Mobile Arbitration Report that FCC rules do not include such an exemption. The reciprocal compensation obligation applies to all intraMTA traffic regardless of the type of intermediate carrier used to deliver the traffic for termination.</p> <p>Cingular Position: Cingular takes no position on this issue.</p>	Petitioners have no obligation to pay reciprocal compensation on landline traffic terminated to Respondents by third party carriers (such as IXC's) 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.
<b>IntraMTA Ratios</b>		
16. Should the Commission establish an IntraMTA Traffic Ratio for use by the parties in billing the termination of traffic?	Cingular and T-Mobile lack the capability to measure all ICO traffic. Therefore, it is standard industry practice to establish a traffic ratio that Cingular and T-Mobile can apply to the traffic they are billed for by the ICO – to determine the amount of traffic for which the ICO owes reciprocal compensation to Cingular and T-Mobile.	No. (See #15 above.) However, if the Commission finds that Petitioners have an obligation to pay reciprocal compensation on IXC traffic, then the appropriate traffic factor should be reflective of actual traffic flows as calculated by Petitioners. (See #17 below.)
17. What is the appropriate IntraMTA traffic balance ratio/percentage?	<p>T-Mobile Position: T-Mobile's traffic studies, as reasonably adjusted for the traffic that could not be measured, establishes an average traffic ratio of 65% mobile-to-land traffic and 35% land-to-mobile traffic.</p> <p>Cingular Position: The appropriate intraMTA traffic ratios for Cingular are listed on Confidential Schedule B to the Direct Testimony of Eric Pue.</p>	<p>If the Commission does establish an intraMTA traffic ratio, then it should be based on an average of the actual Missouri traffic studies performed by Petitioners of Cingular and T-Mobile traffic. These traffic studies produced the following mobile-to-land/land-to-mobile traffic factors:</p> <p>T-Mobile = 84/16 Cingular = 83/17</p>
<b>Cingular Issues</b>		
18. Should the contract allow for modification of the intraMTA traffic ratio?	If a party can demonstrate, through a proper traffic study, that the traffic ratio has changed, then the contract should allow for modification of the ratio.	Petitioners do not believe that an intraMTA traffic factor is appropriate in this case. (See #15 above.) But if the Commission chooses to require such a ratio, then Petitioners do not object to periodically modifying the intraMTA traffic ratio.

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19. Should the parties employ bill-and-keep for compensation purposes if the traffic exchanged between Cingular and any Petitioner does not exceed a specific de minimis level (5,000 MOUs)?	Requiring the parties to bill for amounts under 5000 MOUs per month is not cost-effective. When exchanged traffic amounts are below 5,000 MOUs per month, the parties should exchange traffic on a bill-and-keep basis.	No. Petitioners should be compensated for all of the traffic that they transport and terminate for wireless carriers. Cingular's proposal is inappropriate because it would allow Cingular to terminate calls for free to some of the Petitioners. All of Petitioners' other customers pay for all of the service they use. Although 5000 minutes may not be a large amount of traffic for a large, national carrier like Cingular, it can be a material amount for small rural ILECs. Also, because Petitioners remain rate base, rate of return regulated, any amount of their cost of service that is not recovered from Cingular would have to be recovered from other customers. It is neither fair nor reasonable to expect other customers to pay for costs caused by Cingular.
20. Should Petitioners be required to provide local dialing for calls to a Cingular NPA/NXX rate centered in Petitioners' EAS calling scopes?	Local dialing parity is required by §251(b)(3) of the Act and by 47 C.F.R. § 51.207. Thus, Petitioners must provide local calling for calls to wireless numbers rate-centered in Petitioners' local calling areas, including any EAS areas.	Petitioners are willing to implement local dialing for their customers to call Cingular customers with telephone numbers rated in the wire center or exchange with which Petitioners have EAS <u>provided that Cingular is also locally interconnected in the wire center or exchange to which Petitioners have EAS.</u> This position is consistent with the Commission's decision in the arbitration case involving SBC and Mid-Missouri Cellular (TO-99-279).
21. Should Petitioners be required to accept and recognize as local all calls from/to Cingular subscribers who have been assigned numbers that are locally rated in Petitioners' switches, if Cingular does not have direct interconnection to those switches?	The requirement of local dialing parity, established by §251(b)(3) of the Act and 47 C.F.R. § 51.207, and the requirement to provide both direct and indirect interconnection, required by § 251(a)(1) of the Act, mean that Petitioners must recognize local numbers in their switches whether or not a direct interconnection trunk has been established. <i>See Atlas Telephone Co. v. Okla. Corp. Com'n</i> , 400 F.3d 1256, 1268 (10 <sup>th</sup> Cir. 2005).	Petitioners oppose Cingular's proposed language because it would require Petitioners to transport calls outside of their service areas – an outcome that would be unduly economically burdensome. Calls from Petitioners' service areas to Cingular are currently carried by IXCs. Petitioners do not have facilities outside of their service areas nor do they have the certificate or tariff authority to carry traffic beyond their exchanges. This issue is currently an "open" issue before the FCC in CC Docket No. 01-92, and it has been addressed recently by the Missouri Commission in a number of cases involving local number portability (LNP).

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22. Should the contract contain provisions for both direct and indirect interconnection?	Yes. Both the Act, § 252(a)(1), and 47 C.F.R. § 20.11 require the ICOs to provide both direct and indirect interconnection. Petitioners may not refuse to include direct interconnection provisions in the contract.	No. Neither Cingular nor the Petitioners have requested a direct connection, so there is no reason for the agreement to address direct connection. Furthermore, direct interconnection 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. Thus, Cingular is required to issue a bona fide request for termination of Petitioners' rural exemption pursuant to Section 251(f) of the Act, and the Commission must issue such an order <u>before a Petition for Arbitration is filed</u> . 47 U.S.C. §251(f); see also 4 CSR 240-36.040(2).
23. Should Petitioners be entitled to claim the Rural Exemption?	This arbitration is limited to Petitioners' obligations arising under section 251(a) and (b) of the Act. The rural exemption of section 251(f)(1) applies only to obligations imposed by section 251(c) of the Act. Thus, the rural exemption is irrelevant to this proceeding.	Yes. Petitioners currently have a rural exemption under Section 251(f) of the Act. If Cingular wants a direct connection, then it is required to issue a bona fide request for termination of Petitioners' rural exemption pursuant to Section 251(f) of the Act. Cingular has not yet done so, and the Commission must issue such an order <u>before a Petition for Arbitration is filed</u> . 47 U.S.C. §251(f); see also 4 CSR 240-36.040(2).
24. Can CLECs seek arbitration of interconnection agreements with Cingular?	Under the Act, CLECs are not allowed to file petitions for arbitration against wireless carriers such as Cingular. Cingular will not agree to arbitrate with CLECs under Missouri state law. The Commission should specifically rule that the CLEC petitioners are entitled to no relief against Cingular, and that the claims of the CLEC Petitioners against Cingular cannot be arbitrated.	Although the Petitioners believe it is appropriate for CLECs to have the same rights as ILECs regarding negotiation and arbitration, the Commission has indicated it lacks authority under the federal Act to arbitrate a dispute between CLECs and wireless carriers, and Cingular has indicated its refusal to arbitrate with CLECs under the Commission's state law authority.

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<b>T-Mobile Issues</b>		
Compensation for 2001 – April 2005 Traffic		
25. Upon what basis should Petitioners and T-Mobile compensate each other for traffic exchanged between 2001 and the BFR date?	<p>The PSC’s federally-delegated arbitration authority extends only to issues that are relevant to the going-forward interconnection agreement. As the Alma ALJ has held, issues of past compensation are “not relevant.” Petitioners have other legal remedies available to them, and they have invoked these remedies. The matter of compensation for traffic exchanged under Petitioners’ wireless termination tariffs is currently pending in federal court. Moreover, Section 252(c) requires the PSC to ensure its decision meets the requirements of Section 251(b)(5). The PSC cannot grant the relief sought because the Petitioners’ proposal is non-reciprocal and inconsistent with Section 251(b)(5).</p>	<p>SBC’s wireless traffic records establish that Respondent T-Mobile sent a total of 29,609,077 minutes of wireless calls to Petitioners’ small rural exchanges after the 2001 effective date of the Petitioners’ wireless termination service tariffs approved by this Commission. T-Mobile 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, this 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. <i>BPS Telephone Co. et al. Complaint</i>, Case No TC-2002-1077, <i>Report and Order</i>, issued Jan. 27, 2005. 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.</p> <p>Petitioners’ position is that T-Mobile 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, T-Mobile 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.</p>



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<b>1998 – April 2005 Traffic</b>		
26. Should the Arbitrator authorize the Petitioners and all transit providers to block T-Mobile's traffic until the past compensation issues are resolved?	Blocking is completely unnecessary and inappropriate given the availability of other legal remedies and the entitlement to interest. More importantly, blocking is not in the public interest. Consumers should not be penalized because of legal disputes between two carriers.	Yes. T-Mobile has violated three Commission orders (TO-97-524; TT-2001-139; TC-2002-1077) and a Missouri Court of Appeals decision by sending traffic in the absence of an agreement and in violation of Petitioners' wireless tariffs. The Commission has the authority to require T-Mobile to pay its past due bills before taking advantage of a new agreement, and similar requirements have been approved by the Commission in numerous other agreements.
<b>InterMTA Traffic Factors</b>		
27. What InterMTA factors should be established for the interconnection agreement?	T-Mobile has agreed to the ILEC-specific interMTA factors set forth by the Petitioners in Appendix G to the Petition.	The parties have reached agreement on InterMTA factors. See ATTACHMENT A.
28. Within the traffic deemed InterMTA by applying the agreed InterMTA factor, how should inter- and intra-state InterMTA traffic be addressed?	The interconnection agreement should include an interstate/intrastate allocation of the InterMTA traffic. A reasonable allocation is 80% interstate, 20% intrastate.	Petitioners propose the same ratio of 80% intrastate and 20% interstate that Petitioners (and other small rural ILECs in Missouri) have agreed to with Cingular and other Missouri wireless carriers. Because interstate calls are typically routed to IXC's for termination to ILECs, the preponderance of calls routed over the transit facilities of SBC would be intrastate.
<b>Scope of IntraMTA Reciprocal Compensation Obligation</b>		
29. Should the interconnection agreement include an explicit statement that the compensation obligation for intraMTA traffic is reciprocal and symmetrical?	By federal law, the obligation to pay compensation for IntraMTA traffic is reciprocal and symmetrical.	Petitioners have no objection to including language in the Traffic Termination Agreement to the effect that the reciprocal compensation obligation for intraMTA traffic is reciprocal and symmetrical.
30. Should the interconnection agreement clarify which carrier pays for the trunks and associated costs of connecting each party's network with the third-party transit network?	Consistent with the PSC's Alma decision, the agreement should explicitly state that any transport costs for intraMTA traffic are paid by the originating carrier or its agent—and not by the terminating carrier.	Petitioners have no objection to including language in the Traffic Termination Agreement which clarifies that each originating carrier is responsible for paying for any trunks and associated costs it may incur in connecting its network with a third party transit carrier's network.
31. Should the interconnection agreement require the parties to send all traffic via a	No, the originating carrier (whether the LEC or CMRS carrier) has the right to determine what intermediary carrier	Petitioners agree that the Traffic Termination Agreement should not require the parties to send all

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third-party LEC when the parties are indirectly interconnected?	to use in sending traffic to the terminating carrier.	traffic they exchange via a third party LEC when the parties are indirectly interconnected.
<b>Billing</b>		
32. What billing mechanism should be used to reflect the IntraMTA traffic balance percentage?	Applying the traffic balance percentage, T-Mobile may accommodate either net billing or cross-billing, both of which present a practical means to efficiently bill under an interconnection agreement.	Petitioners believe that if the Commission adopts a traffic factor for intraMTA traffic (#16 & 17 above), then a net billing arrangement is appropriate. A net billing arrangement is only appropriate, however, for intraMTA traffic. InterMTA traffic, if any, should be identified and removed from total terminating usage before performing a net billing calculation on the remaining intraMTA minutes of use.
33. Should billing be deferred until the amount owing equals at least \$250?	Requiring the parties to bill for amounts under \$250 is inefficient for both parties. No late charges or interest should apply to deferred billings.	Petitioners do not object to a deferred billing arrangement whereby they would not render a bill totaling less than \$250, but rather accumulate billing information and render one bill for multiple billing periods when the total amount due exceeds \$250; provided, however, that the billing party shall render a bill at least once per quarter, even if the bill is for less than \$250. (This is similar to the deferred billing arrangement that many Petitioners have with US Cellular.)
<b>Remedies</b>		
34. Should the interconnection agreement include call-blocking as a remedy for a dispute between the parties.	No. The parties agree to apply late charge(s) to disputed payments under the agreement. Call blocking is not needed as a remedy and is contrary to the public interest. If allowed, it should be subject to proper regulatory pre-approval, the late fees should be deleted, and the call-blocker(s) should pay the costs of blocking and unblocking.	Yes. It is standard industry practice for a party to be able to terminate service to the other party for failing to comply with the terms of an agreement, including failure to pay undisputed amounts. Blocking provisions have been approved by this Commission for wireless traffic that is delivered without payment. <i>See</i> 4 CSR 240.29.120; <i>see also</i> Case No. TT-2001-139 (Mark Twain Wireless Tariff Case). Blocking provisions have been upheld by the Missouri Court of Appeals. <i>See Sprint Spectrum v. PSC</i> , 112 S.W.3d 20 (Mo. App. 2003).
<b>Effective Date</b>		
35. What date should be selected as the effective date for the arbitrated agreement	The effective date should be April 29 <sup>th</sup> , 2005, the date negotiations were requested.	April 29, 2005 is the effective date for the agreements, but this effective date should not prohibit Petitioners

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with T-Mobile?		from being compensated for pre- and post-tariff traffic sent to Petitioners by T-Mobile (see #14 & 15 above), and it should not relieve T-Mobile from complying with Commission orders and tariffs.
Citizens Transit Issue		
36. Is the transit rate issue raised by Citizens a proper subject of this arbitration?	No. Under Section 252(b)(4)(A), the PSC may only consider issues raised in the arbitration petition, and under Section 252(c)(2), the PSC can only adopt rates that are consistent with the TELRIC rules. This issue was not raised in the Petitioner, and Petitioners have not provided any supporting cost data.	Yes. Citizens Telephone performs a transiting function for another small rural carrier – Alma Telephone. It is appropriate for Citizens to receive compensation for the transiting functions that it performs on T-Mobile's behalf for calls from T-Mobile 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. This rate is consistent with the prevailing market rate.

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## ATTACHMENT A

### Agreed InterMTA Factors Between Petitioners and Respondents

TELEPHONE COMPANY	CINGULAR	T-MOBILE
BPS Telephone Company	32%	52%
Cass County Telephone Company	0%	0%
Citizens Telephone Company	0%	0%
Craw-Kan Telephone Cooperative, Inc.	7%	7%
Ellington Telephone Company	0%	0%
Farber Telephone Company	0%	0%
Goodman Telephone Company	0%	n/a
Granby Telephone Company	0%	0%
Grand River Mutual Telephone Corp.	0%	0%
Green Hills Telephone Corporation	0%	0%
Holway Telephone Company	0%	0%
Iamo Telephone Company	0%	0%
Kingdom Telephone Company	0%	0%
KLM Telephone Company	0%	0%
Lathrop Telephone Company	0%	0%
Le-Ru Telephone Company	0%	0%
Mark Twain Rural Telephone Company	32%	70%
McDonald County Telephone Co.	0%	0%
Miller Telephone Company	0%	0%
New Florence Telephone Company	0%	0%
Oregon Farmers Mutual Telephone Co.	0%	0%
Ozark Telephone Company	0%	n/a
Peace Valley Telephone Company, Inc.	0%	0%
Rock Port Telephone Company	0%	0%
Seneca Telephone Company	0%	n/a
Steeleville Telephone Exchange, Inc.	0%	0%