

Issues List

Issue	Utah ILEC Position
<p><u>Issue 1 (Effective Date)</u>: What is the appropriate effective date of an arbitrated Interconnection Agreement?</p>	<p>The agreement should be effective as of April 6, 2001 for those ILECS that purchased Qwest exchanges and began terminating traffic previously terminated by Qwest. For the other ILECs the effective date should be no later than the date that Western Wireless requested arbitration. In fairness, compensation should run from the date of inception of terminating services provided to Western Wireless. Except: South Central's arrangement with Western Wireless is that they would be paid for termination of traffic at tariffed rates for transport and termination. Thus, any new agreement between Western Wireless and South Central should run from the date of Commission approval.</p>
<p><u>Issue No. 2 (Scope of Reciprocal Compensation Obligations)</u>: What traffic is subject to reciprocal compensation in accordance with the FCC's rules?</p>	<p>Only traffic originating within the ILEC local exchange area and terminated to a customer who is located within the MTA and has a telephone number that is rate centered in the ILEC local exchange area is subject to reciprocal compensation. All other ILEC originated traffic will be passed on to the end-user customers pre-subscribed IXC for delivery to Western Wireless.</p> <p>Landline originated calls that fall within the definition of local in accordance with the ILECs Local Service tariff will be subject to reciprocal compensation. This treatment requires that arrangements have been made between the ILEC and Western Wireless for routing of these calls.</p> <p>Wireless originated calls that originate and terminate within the</p>

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	same MTA at the beginning of the call are subject to reciprocal compensation, unless carried by IXCs.

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<p><u>Issue No. 3 (Delivery of Land-To-Mobile Traffic):</u> What obligations do the ILECs have to deliver traffic subject to reciprocal compensation to Western Wireless' network?</p> <p>Issue No. 3a: Are the ILECs prohibited from collecting access charges from any telecommunications carrier on land-to-mobile calls that originate and terminate in the same MTA?</p> <p>Issue No. 3b: If Western Wireless establishes a direct connection with an ILEC, should the ILEC deliver all land-to-mobile intraMTA traffic to Western Wireless over those direct facilities?</p>	<p>Access charges should be applied to land-to-mobile intraMTA traffic.</p> <p>3a. The ILECs should be required to pay reciprocal compensation for land-to-mobile intraMTA traffic only when such traffic originates and terminates within the ILEC=s local exchange calling areas. Calls that originate and terminate within the local exchange calling area of the ILEC should be charged at the reciprocal compensation rate. Calls that originate in the local exchange calling area of the ILEC and terminate outside this local exchange calling area, or alternatively originate outside the local exchange calling area and terminate inside the local exchange calling area are both subject to access charges. These are calls that are carried by interexchange carriers and are subject to the access charges approved within the appropriate jurisdiction.</p> <p>3b. No. The ILEC should only route traffic on these facilities that will terminate within the ILEC=s local calling area. Any other call should be routed over the facilities of the originating caller=s presubscribed interexchange carrier. When an IXC is involved in delivery, applicable access charges should be applied to land-to-mobile intraMTA traffic. Traffic carried by IXCs is not subject to reciprocal compensation by the ILEC.</p> <p>See Issue 4 and 5 in Utah ILEC=s Response to Petition for Arbitration for more Detail</p>
<p><u>Issue No. 4 (Rates For Reciprocal Compensation):</u> What rates should be adopted for the transport and termination</p>	<p>A forward looking cost study will be presented that contains rates for termination and transport that are based on a reasonable approximation of costs. Different rates are proposed for end office direct interconnection vs. indirect interconnection to the tandem. A</p>

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<p>of intraMTA traffic consistent with 47 U.S.C. ' 252(d)(2) and FCC Rule 51.705?</p>	<p>split of traffic factor should be calculated during arbitration.</p>
<p>Issue No. 5 (Symmetrical Compensation at a Tandem Rate): Is Western Wireless entitled to be compensated at the tandem interconnection rate as required by 47 C.F.R. ' 51.711(a) if its switch serves an area greater than the geographical area served by the ILECs' tandem switch?</p>	<p>The ILECs do not have tandem switches and therefore this issue does not apply for direct interconnection. WWC=s position is not consistent with FCC rules. The ILEC switch referenced by the FCC is a tandem switch.</p>
<p><u>Issue No. 6 (Rates for Interconnection Facilities)</u>: What rates and reciprocal compensation credit should apply to ILEC interconnection facilities used for the transport and termination of local traffic in Type 1, Type 2B and Type 2A interconnection arrangements between an ILEC and Western Wireless?</p>	<p>The interconnection facility prices paid by Western Wireless should be the rate established in the applicable tariff. Any dedicated facilities requested by Western Wireless will be priced in accordance with the applicable tariff. Such sharing of facilities should not be mandatory. Western Wireless should pay 100% of the costs of such facilities.</p>
<p><u>Issue No. 7 (Tandem Routed</u></p>	<p>Western Wireless must have a physical presence within a rate</p>

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<p><u>Local Calling</u>): Whether Western Wireless may establish local telephone numbers in its service area and within an ILEC's local calling area without physically establishing interconnection facilities in an ILEC=s local calling area?</p>	<p>center in order to establish a NPA/NXX in the rate center. Western Wireless must have direct interconnection facilities within the ILEC=s local calling area for the NPA/NXX to be deemed local. The use of so-called virtual NXXs is a scheme to avoid paying toll charges and to shift the cost of transport to the ILECs.</p>
<p><u>Issue No. 8 (Dialing Parity)</u>: Whether Western Wireless' numbers rated out of an ILEC end office receive the same dialing treatment as other numbers within that local calling area or extended area service area?</p>	<p>Western Wireless is not entitled to extended area service unless Western Wireless or its customers pay for EAS. Otherwise, calls should be treated as identified above. See Response to Issues 3 and 7 above.</p>
<p><u>Issue No. 9 (Procedure for Renegotiation)</u>: What procedure should apply if a Party seeks to renegotiate the Agreement at the end of a term?</p>	<p>The Agreement should have a one year term and can thereafter be terminated on thirty days written notice to the other party.</p>
<p><u>Issue No. 10 (Other Terms and Conditions)</u>: Whether the terms and conditions of an interconnection agreement proposed by Western Wireless</p>	<p>The interconnection agreement proposed by the Utah ILECs should be adopted by the Commission.</p>

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are fair, reasonable, and consistent with the interconnection requirements of the Act and the FCC rules?

Issue No. 11 (Assumption of Qwest Contracts or promise to pay) Did certain Utah ILECs assume Qwest contracts for termination of traffic and should Western Wireless be required to compensate these ILECs accordingly? Did Western Wireless agree to pay these

These Utah ILECs assumed Qwest contracts or agreed to terminate Western Wireless traffic following acquisition of the Qwest exchanges based on a promise to pay back compensation. They are entitled to be compensated from the date of the acquisition of the Qwest exchanges.

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ILECs for the termination of this traffic from the date of acquisition of the Qwest exchanges?	
Issue No. 12: (Payment for back traffic) Should Western Wireless be required to pay for the termination of past traffic?	Western Wireless should be required to compensate the ILECs for termination of past traffic.
Issue No. 13: Should an inter-MTA traffic factor be included in the Agreement?	Inter-MTA traffic is significant and a percentage of total traffic should be considered as inter-MTA and access charges should apply to this traffic.
Issue No. 14: Can the ILECs charge Western Wireless for billing costs they incur?	The ILECs should be allowed to bill and collect from Western Wireless costs incurred in tracking, recording and billing traffic.