

Exhibit No.:

Issues: Other Telephone
Specific Issues

Witness: Michael S. Scheperle

Sponsoring Party: MO PSC Staff

Type of Exhibit: Additional Rebuttal
Testimony

Case No.: TC-2002-57

Date Testimony Prepared: February 20, 2004

MISSOURI PUBLIC SERVICE COMMISSION

UTILITY OPERATIONS DIVISION

ADDITIONAL REBUTTAL TESTIMONY

OF

MICHAEL S. SCHEPERLE

**NORTHEAST MISSOURI RURAL TELEPHONE COMPANY
AND MODERN TELECOMMUNICATIONS COMPANY**

CASE NO. TC-2002-57

**Jefferson City, Missouri
February 2004**

FILED

SEP 24 2004

Missouri Public
Service Commission

Staff Exhibit No. 322
Case No(s) TC-2002-57
Date 9-8-04 Rpt JC

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

In The Matter Of Northeast Missouri Rural)
Telephone Company's And Modern)
Telecommunications Company's Complaint)
Against Southwestern Bell Telephone)
Company Regarding Uncompensated)
Traffic Delivered By Southwestern Bell)
Telephone Company To Northeast Missouri)
Rural Telephone And Modern)
Telecommunications Company.)

Case No. TC-2002-57

AFFIDAVIT OF MICHAEL S. SCHEPERLE

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

Michael S. Scheperle, of lawful age, on his oath states: that he has participated in the preparation of the following Additional Rebuttal Testimony in question and answer form, consisting of 13 pages of Additional Rebuttal Testimony to be presented in the above case, that the answers in the following Additional Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.

Michael S. Scheperle
Michael S. Scheperle

Subscribed and sworn to before me this 19th day of February, 2004.

Dawn L. Hake
Notary Public
Notary Public

My commission expires _____
DAWN L. HAKE
Notary Public - State of Missouri
County of Cole
My Commission Expires Jan 9, 2005

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1 **ADDITIONAL REBUTTAL TESTIMONY**

2 **OF**

3 **MICHAEL S. SCHEPERLE**

4 **CASE NO. TC-2002-57**

5
6 Q. Please state your name, employer and business address.

7 A. My name is Michael S. Scheperle and I am employed in the
8 Telecommunications Department Staff ("Staff") of the Missouri Public Service
9 Commission ("Commission"). My business address is Post Office Box 360,
10 Governor Office Building, Suite 500, 200 Madison Street, Jefferson City, Missouri
11 65102-0360.

12 Q. Are you the same Michael S. Scheperle who filed initial Rebuttal
13 Testimony in this case on behalf of Staff?

14 A. Yes, I am. I filed Rebuttal Testimony on June 10, 2002.

15 Q. What is the purpose of your Additional Rebuttal Testimony?

16 A. By Commission Order dated June 3, 2003, the Commission reopened the
17 record for purposes of receiving additional evidence concerning the proportion of
18 wireless-originated traffic that is interMTA and the proportion that is intraMTA. Also,
19 the Commission Order noted that in the event that the parties are unable to adduce this
20 evidence in any other way, the Commission would require that they cooperate in the
21 performance of a traffic study or studies. Since the Commission Order of June 3, 2003,
22 the Complainants (6 ILECs, see Schedule 2 for listing) have filed Direct Testimony or a

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1 NOTICE that the individual company will not be filing Direct Testimony concerning the
2 interMTA factors.

3 One purpose of my Additional Rebuttal Testimony is to respond to the Direct
4 Testimonies of Joe Knipp representing Mid-Missouri Telephone Company
5 ("Mid-Missouri"), Gary Godfrey representing Northeast Missouri Rural Telephone
6 Company ("Northeast") and William Biere representing Chariton Valley Telephone
7 Corporation ("Chariton"). Also, my testimony is responding to the Notice (filed
8 January 9, 2004) stating that Alma Telephone Company ("Alma"), Choctaw Telephone
9 Company ("Choctaw") and MoKan Dial, Inc. ("MoKan") have elected not to file
10 Direct Testimony and "will accept the determination that none or zero percent of the
11 traffic terminating to these Petitioners between February 5, 1998 and December 31, 2001,
12 is interMTA traffic, and that all or 100 percent of the traffic terminating to these
13 Petitioners is intraMTA traffic" (*Paragraph 8 of NOTICE filed January 9, 2004 by Alma,*
14 *Choctaw and MoKan*) except where there is a stipulation between Alma, Choctaw and
15 MoKan and a wireless provider.

16 Q. What issues will Staff address in its Additional Rebuttal Testimony?

17 A. Through Additional Rebuttal Testimony, Staff is addressing the following:

- 18 1. Commercial Mobile Radio Service ("CMRS") providers and
19 Complainant's agreement regarding interMTA factors.
20
- 21 2. NOTICE filed by Alma, Choctaw and MoKan agreeing to a 0 %
22 interMTA factor.
23
- 24 3. Staff's understanding of what would be required to ascertain a
25 percentage of traffic that is interMTA.
26
- 27 4. InterMTA traffic terminating to the respective company.
28

CMRS Providers And Complainant's Agreement Regarding InterMTA Factors

Q. Have any CMRS providers and Complainant's agreed to interMTA factors?

A. Yes. Stipulations have been filed by which Alma and Western Wireless Corporation ("Western") negotiated and agreed to an interMTA factor (discussion of interMTA versus intraMTA follows below) of 2.5 %; MoKan and Western negotiated and agreed to an interMTA factor of 2.5 %; and Sprint PCS agreed to interMTA factors with Alma of 10 %, with MoKan of 0 %, and with Mid-Missouri of 43 %. The interMTA factors identify the portion of total traffic terminating to each Complainant that would be identified and billed as interMTA traffic under the Complainants' access tariffs. InterMTA traffic is traffic that originates in one Major Trading Area ("MTA") and terminates in another MTA. Staff supports the concept of these parties negotiating and agreeing to interMTA factors.

NOTICE Filed By Alma, Choctaw And Mokan Agreeing To A 0 % InterMTA Factor

Q. Does Staff object to the Notice filed by Alma, Choctaw and MoKan?

A. No. Alma, Choctaw and MoKan filed a Notice with the Commission on January 9, 2004, that each company has elected not to file Direct Testimony and that Alma, Choctaw, and MoKan would accept a 0 % interMTA factor from CMRS providers except where there is a stipulation between Alma, Choctaw and MoKan and a wireless provider.

Staff does not object to this concept. As previously stated, interMTA traffic is billed under the Complainants' access tariffs. IntraMTA traffic is billed under the

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wireless termination tariffs. The intraMTA tariff rate is less than the switched access tariffed rates for interMTA traffic. Therefore, Staff does not believe it is discriminatory to the wireless provider to apply a factor of 0 % to interMTA traffic (see Schedule 3 for listing of current tariffed rates).

Q. Are there interMTA factors not agreed to by the CMRS providers and Complainants?

A. At this time, it appears there are still 11 interMTA factors that have not been agreed to by the wireless providers and three MITG companies (see Schedule 2 for listing). Cingular has not agreed to interMTA factors with Chariton, Mid-Missouri and Northeast; Sprint PCS has not agreed to interMTA factors with Chariton and Northeast; US Cellular has not agreed to interMTA factors with Chariton and Northeast; T-Mobile has not agreed to interMTA factors with Chariton and Northeast; and Western has not agreed to interMTA factors with Chariton and Northeast. Staff understands that negotiations are continuing and encourages the parties to agree to interMTA factors.

Staff's Understanding Of What Would Be Required To Ascertain A Percentage Of Traffic That Is InterMTA

Q. Why is the jurisdiction of the wireless-originated traffic important?

A. Wireless-originated traffic, at issue in this case, originates and terminates either within the same MTA (i.e., intraMTA traffic) or between various MTAs (i.e., interMTA traffic). Wireless-originated interMTA calls are subject to access charges, just like all long distance calls, while wireless-originated intraMTA calls are considered local calls and are not subject to access charges. The local rate is commonly contained in Wireless Termination Tariffs absent an interconnection agreement between the wireless provider and the Complainants.

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1 Q. Can the jurisdiction of the wireless-originated traffic be easily obtained to
2 determine if a call is interMTA or intraMTA?

3 A. No. The wireless-originated traffic, at issue in this case, is terminated to
4 Complainants within the LATA over trunk groups owned by Southwestern Bell
5 Telephone, L.P. d/b/a SBC Missouri ("SBC"). At this point in time, neither the wireless
6 providers, the transiting carrier (SBC) or the Complainants, create records to know the
7 jurisdiction (interMTA or intraMTA) of the calls. Based on Staff's understanding,
8 CMRS provider switches are currently incapable of determining the cell site MTA
9 location and placing this information in any kind of call detail record for identifying the
10 jurisdiction of the traffic. SBC creates Cellular Transiting Usage Summary Reports
11 ("CTUSRs") for the wireless-originated traffic, but no information is passed to SBC to
12 identify the location for the origination of the wireless call, and as a result no information
13 exists that could be used to identify whether the traffic is interMTA or intraMTA.

14 Q. How do carriers solve this jurisdictional situation?

15 A. In the past, to solve this situation, some wireless providers and Local
16 Exchange Carriers ("LECs") negotiated interMTA factors in interconnection agreements.
17 It is because interconnection agreements and interMTA factors have not occurred
18 between the Complainants and wireless providers that this complaint case was created.
19 Staff supports the concept that interMTA factors be negotiated and agreed to by the
20 originator of the traffic and the respective individual Complainant.

21 Q. Does the Federal Communications Commission ("FCC") give any
22 guidance on the jurisdiction of the wireless-originated traffic?

23 A. Yes. The FCC in the First Report and Order states:

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1 We recognize that, using current technology, it may be difficult for
2 CMRS providers to determine, in real time, which cell site a
3 mobile customer is connected to, let alone the customer's specific
4 geographic location. ... We conclude, however, that it is not
5 necessary for incumbent LECs and CMRS providers to be able to
6 ascertain geographic locations when determining the rating for any
7 particular call at the moment the call is connected. We conclude
8 that parties may calculate overall compensation amounts by
9 extrapolating from traffic studies and samples. For administrative
10 purposes, the location of the initial cell site when a call begins
11 shall be used as the determinant of the geographic location of the
12 mobile customer. As an alternative, LECs and CMRS providers
13 can use the point of interconnection between the two carriers at the
14 beginning of the call to determine the location of the mobile caller
15 or called party. (First Report and Order, paragraph 1044)
16

17 Based on FCC guidelines, there are three alternatives that the FCC outlined as
18 possibilities.

- 19 1. That the parties may calculate overall compensation amounts by
20 extrapolating from traffic studies and samples.
21
- 22 2. The location of the cell site when a call begins shall be used as the
23 determinant of the geographic location of the mobile customer.
24
- 25 3. LECs and CMRS providers can use the point of interconnection
26 between the two carriers at the beginning of the call to determine the
27 location of the mobile caller or called party.
28

29 Q. What is Staff's recommendation concerning the jurisdiction of the traffic?

30 A. Based on Staff's understanding, Staff lists the following possibilities for
31 solving the jurisdiction of the traffic:

- 32 1. The wireless providers could create a billing record for each wireless
33 call from cell site information terminating to a specific telephone
34 number of the Complainant for traffic transited by a transiting carrier
35 (i.e., SBC). This takes into account that a wireless-originated call may
36 originate from many locations. Staff believes this possibility was
37 contemplated when the Commission reopened the record where if the
38 parties are unable to adduce evidence concerning the proportion of the
39 traffic at issue that is interMTA or intraMTA traffic, the Commission
40 will require that the parties cooperate in the performance of a traffic
41 study or studies.

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2. The wireless provider and the Complainants could negotiate and agree to an interMTA factor.
3. The parties could use any method outlined by FCC guidelines: (1) calculating overall compensation amounts by extrapolating from traffic studies and samples; (2) using the location of the cell site when a call begins as the determinant of the geographic location of the mobile customer; (3) using the point of interconnection between the two carriers at the beginning of the call to determine the location of the mobile caller or called party.
4. If solutions suggested in 1, 2, or 3 (above) do not occur, the wireless provider should provide a listing of all cell sites, which are used to serve Missouri customers. The Complainants would also provide a detailed listing of the exchanges served outlining the LATA, MTA and the number of access lines in each exchange. This allows an understanding of specific cell sites and exchange boundaries of the Complainant. Then the wireless carrier should provide an explanation of how the wireless cell sites route traffic to the Mobile Switching Center ("MSC") of the wireless carrier and how the wireless carrier routes traffic from the MSC to the transiting company switches (tandem, end office) that are transited to the network of the terminating Complainant.

Q. Please state why Staff believes that its recommendations will help in developing an interMTA factor.

A. Staff's recommendations follow a progressive order where interMTA factors may be developed on the best information available or on the possibility that two parties may agree on an interMTA factor.

Staff's first possibility outlines the ultimate solution where the cell site location of each call is detailed (connects to cell site) and the terminating location is known. Unfortunately, the originating and terminating detail information is not known. A wireless-originated call may originate from many locations and the originating location of the call (where it connects to cell site) is not currently available for analysis. From

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1 Staff's understanding, wireless-originated calls are not currently set up to track
2 originating calls placed from a mobile device.

3 Staff's second possibility is that the wireless provider and the Complainants
4 negotiate and agree to an interMTA factor. Staff believes this is the best alternative.

5 Staff's third possibility is that any of the three guidelines outlined by the FCC is
6 acceptable. However, Staff believes that the first option may be the best alternative of
7 the three FCC guidelines based on current technology where percentages may be
8 extrapolated from traffic studies and samples. The second option is where the initial cell
9 site information is known. However, this information is not currently known as
10 previously outlined. The third option uses the point of interconnection between the two
11 carriers as an alternative. From Staff's perspective, there are three parties involved in this
12 traffic (CMRS provider, transiting provider and terminating company). Therefore, option
13 three as outlined by the FCC does not seem viable.

14 Staff's fourth possibility is that the wireless providers provide a listing of all cell
15 sites outlining the county of the cell sites that are used to serve Missouri customers. This
16 is to understand the wireless company's service territory and cell sites in relation to the
17 four LATA boundaries in Missouri as well as the four MTAs in the state. (See Schedule 1
18 for map of LATAs and MTAs in Missouri). Specifically, MTA boundaries follow county
19 lines and Staff wants to identify the MTA area of each cell site. The Complainants would
20 need to provide a detailed listing of the exchanges served outlining the LATA, MTA and
21 the number of access lines in each exchange. This information clarifies specific cell sites
22 and exchange boundaries of the Complainant. To complete the picture, a wireless
23 provider would then have to explain how wireless provider's route traffic to their MSCs.

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1 Staff seeks this information to understand the routing of wireless calls from the cell sites
2 to the MSCs. Also, the wireless provider would have to explain how each MSC routes
3 traffic to SBC switches that is then transited to the network of the terminating LEC.
4 From this information and routing of calls, Staff seeks an understanding of how a
5 wireless-originated call is routed to a cell site; to a MSC; to a SBC tandem switch or end
6 office; and, to a terminating LEC.

7 Q. What is Staff's recommendation should the wireless providers and
8 Complainant's not agree to an interMTA factor?

9 A. Based on Staff's recommendations and testimony to date, Staff developed
10 interMTA factors using the fourth possibility above. Specifically, Staff obtained
11 information from data requests to the wireless providers and Complainants. The factors
12 based on data request responses are contained in Schedule 5.

13 Following is an explanation of how Staff developed the factors. First, Staff
14 calculated an access line factor for Mid-Missouri, Northeast and Chariton based on the
15 number of access lines in each MTA area divided by the total access lines for that
16 Complainant (i.e., Mid-Missouri in the Kansas City MTA, 3004 access lines divided by
17 3769 total access lines which shows an access line factor of .797 or 79.7% in the Kansas
18 City MTA). Secondly, Staff calculated a cell site factor for Cingular, Sprint PCS and
19 affiliates, US Cellular, T-Mobile and Western based on the number of cell sites in each
20 MTA divided by the total cell sites for that wireless provider (i.e., Cingular in the Kansas
21 City MTA, 176 cell sites divided by 615 total cell sites which shows a cell site factor of
22 .286 or 28.6% from the Kansas City MTA). To complete the picture, Staff sought an
23 understanding or explanation of how each wireless provider routed the traffic from each

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1 cell site to the wireless switch (MSC) that terminated on each Complainant's network.
2 However, Staff did not obtain information of sufficient detail for analysis. Therefore,
3 Staff developed interMTA factors on the probability that a wireless-originated call in an
4 MTA area would terminate in a different MTA area. For example, the interMTA factor
5 for a Cingular-originated call terminating to Mid-Missouri would be .63 or 63%. The
6 calculation is as follows:

- 7 1. Kansas City MTA access line factor X St. Louis MTA cell site factor
8 (i.e., $.797 \times .709 = .565$ or 56.5%)
9
- 10 2. Plus: St. Louis MTA access line factor X Kansas City MTA cell site
11 factor (i.e., $.203 \times .286 = .058$ or 5.8%)
12
- 13 3. Plus: 100% X Memphis MTA cell site factor (i.e. $1.000 \times .005 = .005$
14 or 0.5%).
15

16 The addition is as follows: $.565 + .058 + .005 = .628$ or 63%.

17 Staff realizes developing interMTA factors by this method has certain limitations.
18 Specifically, wireless providers may have more than one switch, and may route traffic
19 based on the MTA location of the cell site, thereby significantly reducing the percentage
20 of interMTA traffic. Some wireless providers realize the MTA limitation and route
21 interMTA traffic through an IXC. Therefore, absent further discussion between the
22 parties, Staff encourages parties to develop samples based on traffic flow or on negotiated
23 interMTA factors.

24 A comparison of the proposed interMTA factors by the Complainants and Staff
25 are outlined in Schedule 6.

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InterMTA Traffic Terminating To The Respective Company

Q. Do Mr. Knipp, Mr. Godfrey and Mr. Biere propose any interMTA factors in Direct Testimony?

A. Yes. Mr. Knipp, representing Mid-Missouri, asks the Commission to find that interMTA traffic terminating to Mid-Missouri between February 5, 1998 and December 31, 2001, for Cingular be 61 % and for Sprint PCS be 43 %.

Mr. Godfrey, representing Northeast, asks the Commission to find that interMTA traffic terminating to Northeast between February 5, 1998 and December 31, 2001, for Cingular be 60 %, for Sprint PCS be 37 %, for US Cellular be 100 % and for T-Mobile be 100 %.

Mr. Biere, representing Chariton, asks the Commission to find that interMTA traffic terminating to Chariton between February 5, 1998 and December 31, 2001, for Cingular be 41%, for Sprint PCS be 35%, for US Cellular be 100%, for T-Mobile be 73% and for Western be 73%.

Q. Please describe the uniqueness of Mid-Missouri, Northeast and Chariton.

A. According to Staff's understanding, Mid-Missouri, Northeast and Chariton are uniquely situated with respect to MTA boundaries. Schedule 4 illustrates the difference between the locations of these companies' service areas and the locations of the other parties service areas. Mid-Missouri and Chariton have exchanges in both the Kansas City MTA and St. Louis MTA with some individual exchanges overlapping both MTA areas. Also Schedule 4 outlines Northeast's peculiar situation, with exchanges in three different MTA areas.

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1 Q. What is the Staff response to the proposals by Mr. Knipp, Mr. Godfrey
2 and Mr. Biere?

3 A. As previously stated, Staff prefers that any interMTA factors be negotiated
4 and agreed to by the originator of the traffic (wireless company) and the company
5 terminating the traffic. The interconnection agreements between the wireless companies
6 (i.e., Cingular, Sprint PCS, US Cellular, T-Mobile, Western) and SBC (transiting
7 company) contemplate agreements between the wireless company originating the traffic
8 and the small LEC (i.e. Mid-Missouri, Chariton, Northeast) terminating the traffic.
9 Specifically, the interconnection agreements state in Section 3.1.3 of each
10 interconnection agreement under Traffic To Third Party Providers:

11 ... The Parties agree to enter into their own agreements with Third
12 Party Providers. ... (Information contained in Exhibits 34,36,37
13 and 38; Section 3.1.3)
14

15 According to Staff's understanding, the proposed interMTA factors by Mr. Knipp,
16 Mr. Godfrey and Mr. Biere are based on the geographical area in which the NPA/NXX
17 was assigned for originating detail information for wireless-originated traffic. The
18 Complainants then used the location of that NPA/NXX as a surrogate for the caller's
19 location where the call was made. This information provided an originating MTA
20 location. With the number and location (MTA area) of the terminating call, the
21 Complainant's could determine the jurisdiction of the call, whether intraMTA or
22 interMTA. Mr. Knipp, Mr. Godfrey and Mr. Biere do note that the potential for
23 inaccuracies exists because the information does not reveal the actual location (cell site)
24 where the call was made. Staff has the same concerns. Staff has one additional concern
25 in that the total minutes of use calculated in the studies differs significantly from traffic

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1 detailed in the CTUSR reports generated by SBC. However, the study performed is an
2 analysis of wireless traffic on best information available to Mid-Missouri, Northeast and
3 Chariton based on sample traffic for October 2001 through December 2001.

4 **Summary**
5

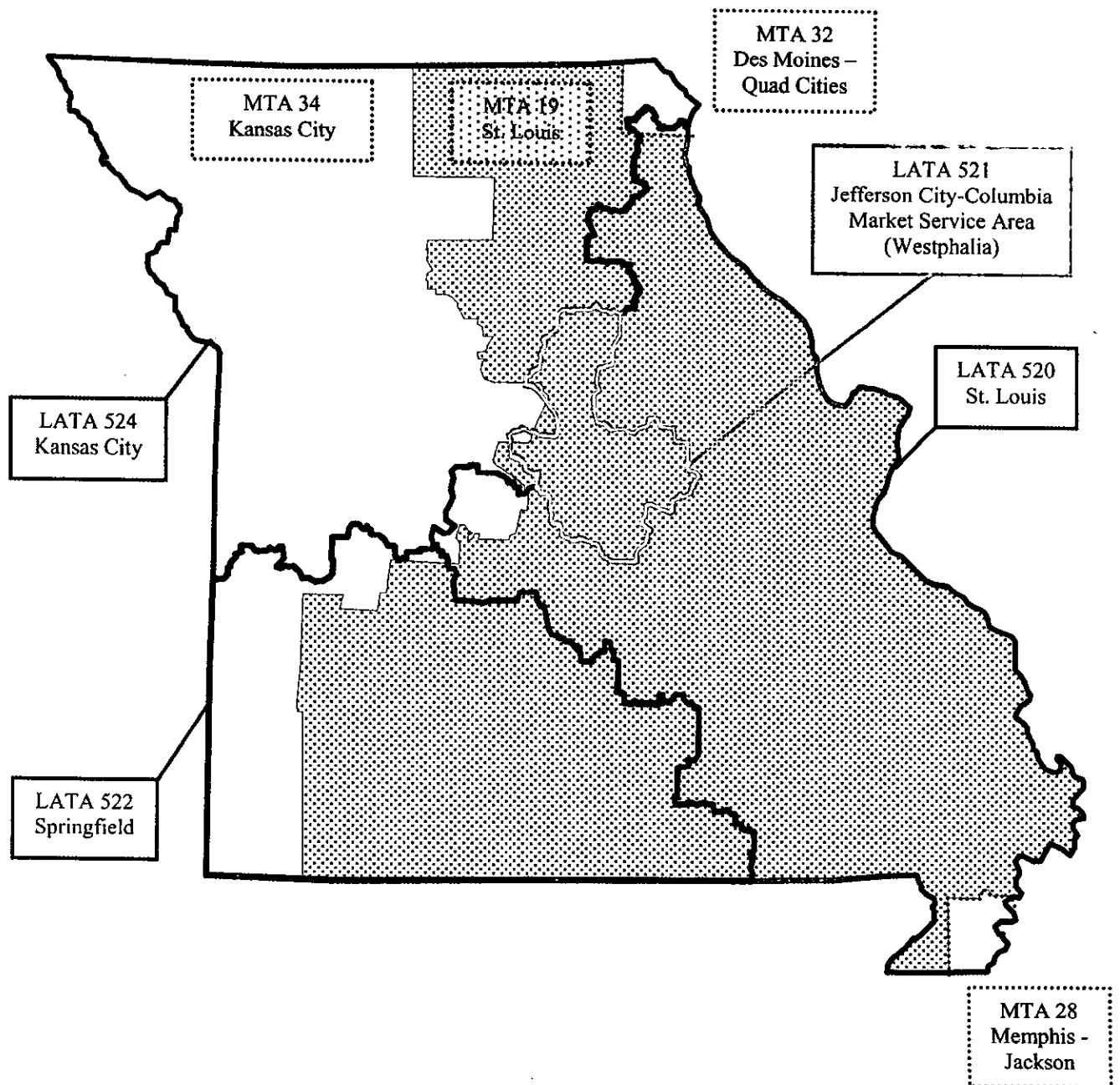
6 Q. Please summarize your Additional Rebuttal Testimony.

- 7 • Staff asserts that Alma and MoKan have agreed to interMTA factors with
8 Western. Also, Sprint PCS has agreed to interMTA factors with Alma,
9 MoKan and Mid-Missouri. Staff supports the concept of parties agreeing
10 to interMTA factors.
- 11 • Staff does not object to the NOTICE filed by Alma, Choctaw and MoKan
12 whereby each company would accept a 0 % interMTA factor except
13 where there is a stipulation between Alma, Choctaw and MoKan and a
14 wireless provider.
- 15 • At this time, it appears that there are still 11 interMTA factors that have
16 not been finalized. Staff encourages the parties to agree to interMTA
17 factors (see Schedule 2 for listing).
- 18 • In the absence of sample studies or agreement between the parties, Staff
19 recommends interMTA factors be calculated based on Schedule 5.

20 Q. Does this conclude your Additional Rebuttal Testimony?

21 A. Yes, it does.

Missouri Telephone LATA Boundaries
with CMRS MTAs



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Wireless Companies - InterMTA Percent

Complainants (MITG companies)	Cingular	SprintPCS	US Cellular	T-Mobile	Western
Alma Telephone Company	0 % (2)	10%	0 % (2)	0 % (2)	2.50%
Choctaw Telephone Company	0 % (2)	N/A (1)	0 % (2)	N/A (1)	N/A (1)
MoKan Dial, Inc.	0 % (2)	0%	0 % (2)	0 % (2)	2.50%
Chariton Valley Telephone Corporation					
Mid-Missouri Telephone Company		43%	N/A (1)	N/A (1)	N/A (1)
Northeast Missouri Rural Telephone Company					

(1) N/A indicates there is no complaint between the MITG company and that wireless company

(2) Per Notice filed by Alma, Choctaw and MoKan.

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Complainants (MITG companies)	IntraMTA	InterMTA
	Tariff Rate (1)	Tariff Rate (2)
Alma Telephone Company	\$0.0608	\$0.0653
Choctaw Telephone Company	\$0.0506	\$0.0845
MoKan Dial, Inc.	\$0.0583	\$0.0948

(1) Wireless Termination Tariff Rate

(2) IntraLATA Switched Access Tariff Rate

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Company	No. of Exchanges	LATA	Total Access Lines	MTA AREAS		
				Kansas City MTA	St. Louis MTA	Des Moines MTA
Alma	1	Kansas City	380	380		
MoKan Dial	1	Kansas City	835	835		
Choctaw	1	Springfield	639		639	
Mid-Missouri (1)	12	Kansas City	3769	3004	765	
Northeast Missouri Rural (2)	14	Kansas City	8825	31	8498	296
Chariton Valley (3)	18	Kansas City	8620	1484	7136	

- (1) 9 exchanges in Kansas City MTA, 2 exchanges in St. Louis MTA, 1 exchange in both Kansas City and St. Louis MTA
(2) 12 exchanges in St. Louis MTA, 1 exchange in both Kansas City and St. Louis MTA, and 1 exchange in the Des Moines MTA
(3) 13 exchanges in St. Louis MTA, 2 exchanges in Kansas City MTA, and 3 exchanges in both the St. Louis and Kansas City MTA

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Company	MTA AREAS - Access Lines			
	Kansas City MTA	St. Louis MTA	Des Moines MTA	Total Access Lines
Mid-Missouri	3004	765	0	3769
Northeast Missouri Rural	31	8498	296	8825
Charlton Valley	1484	7136	0	8620

Company	Access Lines - Factors		
	Kansas City MTA	St. Louis MTA	Des Moines MTA
Mid-Missouri	0.797	0.203	0.000
Northeast Missouri Rural	0.003	0.963	0.034
Charlton Valley	0.172	0.828	0.000

Wireless Provider	Cell Sites				
	Kansas City MTA	St. Louis MTA	Memphis MTA	Des Moines MTA	Total Cell Sites
Cingular	176	436	3	0	615
Sprint PCS and Affiliates	258	467	3	0	728
US Cellular	102	362	0	6	470
T-Mobile	222	408	2	0	632
Western	9	2	0	0	11

Wireless Provider	Cell Sites - Factors			
	Kansas City MTA	St. Louis MTA	Memphis MTA	Des Moines MTA
Cingular	0.286	0.709	0.005	0.000
Sprint PCS and Affiliates	0.354	0.642	0.004	0.000
US Cellular	0.217	0.770	0.000	0.013
T-Mobile	0.351	0.646	0.003	0.000
Western	0.818	0.162	0.000	0.000

Wireless Provider	Development of InterMTA factor		
	Mid-Missouri	Northeast	Charlton
Cingular	0.63	0.32	0.36
Sprint PCS and Affiliates	N/A (2)	0.38	0.41
US Cellular	N/A (1)	0.28	0.33
T-Mobile	N/A (1)	0.38	0.41
Western	N/A (1)	0.62	0.71

- (1) Indicates there is no complaint between the company and that wireless provider
(2) Sprint PCS and Mid-Missouri have agreed to a 43% InterMTA factor

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InterMTA Percent Recommendations

	Chariton Valley		Mid- Missouri		Northeast Missouri	
Wireless Providers	Complainant	Staff	Complainant	Staff	Complainant	Staff
Cingular	41%	36%	61%	63%	60%	32%
Sprint PCS and affiliates	35%	41%	N/A (1)	N/A (1)	37%	38%
US Cellular	100%	33%	N/A (1)	N/A (1)	100%	26%
T- Mobile	73%	41%	N/A (1)	N/A (1)	100%	38%
Western	73%	71%	N/A (1)	N/A (1)	N/A (2)	82%

(1) N/A indicates there is no complaint between the Complainant and the wireless provider

(2) At one time, T-Mobile and Western were affiliates.