



Gary Hanson, Chair  
Bob Sahr, Vice-Chair  
Dustin Johnson, Commissioner

## SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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October 31, 2005

Ms. Pam Bonrud  
Public Utilities Commission  
Executive Director  
500 E. Capitol  
Pierre, SD 57501

Re: Brookings Municipal Utilities d/b/a Swiftel Communications  
For Designation as an Eligible Telecommunications Carrier  
Docket TC04-213

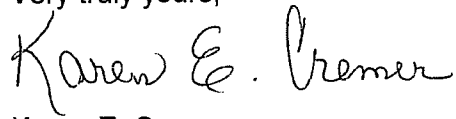
Dear Mr. Bonrud:

Enclosed for filing as an amendment to the original Petition in the above referenced matter are the following documents:

1. Exhibit B-Non-Rural LEC Wirecenters for Designation;
2. Exhibit C-Rural LECs for Immediate Designation;
3. Exhibit D-Rural LECs Requiring Disaggregation;
4. Letter dated August 25, 2005, addressing the following issues:
  - a. Attachment A regarding its five year plan describing proposes improvements or upgrades to the applicant's network on a wire center-by-wire center service area;
  - b. The detrimental effects on the provisioning of universal service by the incumbent carriers of competition in rural telephone company areas, response #3;
  - c. The impact of multiple designations on the universal service fund, response #4;
  - d. The competitive ETCs' ability to provide the supported services throughout the designated service area within a reasonable time frame, response #3, page 5;
5. Attachment B-Supplemental Statement to PCS Advantage Agreement;
6. June 13, 2005, letter containing information regarding Swiftel's Lifeline and Link Up programs;
7. October 26, 2005, email wherein Swiftel agrees that it will offer its services throughout its service area through its own facilities or a combination of its own facilities and resale of other carrier's networks; and
8. Rate Plan information.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Karen E. Cremer". The signature is written in a cursive style with a large, looped initial "K".

Karen E. Cremer  
Staff Attorney

Enc.

cc: Mr. Harlan Best  
Mr. Rich Coit  
Ms. Lynn Ratnavale  
Mr. Jim Atkins  
Mr. Richard Helsper  
Ms. Darla Pollman Rogers

Enc.

**Exhibit B**  
**Non-Rural LEC Wirecenters For Designation**

<u>Wirecenter</u> <u>Code</u>	<u>Company Name</u>	<u>Locality</u>	<u>Partial/ Entire</u>
ARTNSDCO	QWEST CORPORATION	ARLINGTON	Partial
CLMNSDCO	QWEST CORPORATION	COLMAN	Entire
CLMNSDAH	QWEST CORPORATION	COLMAN	Entire
CNTNSDCO	QWEST CORPORATION	CANTON	Partial
ELPNSDCO	QWEST CORPORATION	ELK POINT	Entire
FLNDSDCO	QWEST CORPORATION	FLANDREAU	Entire
FLNDSDAH	QWEST CORPORATION	FLANDREAU	Entire
HRBGSDCO	QWEST CORPORATION	HARISBGTEA	Partial
MDSNSDCE	QWEST CORPORATION	MADISON	Entire
MDSNSDAA	QWEST CORPORATION	MADISON	Entire
MDSNSDAR	QWEST CORPORATION	MADISON	Entire
ORVLMNOR	QWEST CORPORATION	ORTONVILLE	Partial
MLBNSDCO	QWEST CORPORATION	MILBANK	Entire
SXCYIADT	QWEST CORPORATION	NOSIOUX CY	Partial
SXFLSD10	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSD14	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSDCH	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSDBS	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSDCO	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSDPS	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSDQA	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSDSE	QWEST CORPORATION	SIOUX FLS	Entire
SXFLSDSW	QWEST CORPORATION	SIOUX FLS	Entire
TEA SDCO	QWEST CORPORATION	TEA	Entire
VOLGSDCO	QWEST CORPORATION	VOLGA	Entire
VRMLSDCO	QWEST CORPORATION	VERMILLION	Entire
VRMLSDAI	QWEST CORPORATION	VERMILLION	Entire
VRMLSDAC	QWEST CORPORATION	VERMILLION	Entire
WTTWSDCO	QWEST CORPORATION	WATERTOWN	Entire
WTTWSDCL	QWEST CORPORATION	WATERTOWN	Entire
WTTWSDCI	QWEST CORPORATION	WATERTOWN	Entire
YNTNSDAB	QWEST CORPORATION	YANKTON	Partial
YNTNSDBJ	QWEST CORPORATION	YANKTON	Partial
YNTNSDCO	QWEST CORPORATION	YANKTON	Partial
YNTNSDQA	QWEST CORPORATION	YANKTON	Partial

**Exhibit C**  
**Rural LECs For Immediate Designation**

WC Code	Company Name	Locality
BRNDSDXA	ALLIANCE COMM. COOPEATIVE, INC. (SPLIT ROCK)	BRANDON
GRNSDXA	ALLIANCE COMM. COOPEATIVE, INC. (SPLIT ROCK)	GARRETSON
ALCSSDXA	ALLIANCE COMMUNICATIONS COOPERATIVE, INC. (BAL TIC)	ALCESTER
BLTCSDXA	ALLIANCE COMMUNICATIONS COOPERATIVE, INC. (BAL TIC)	BAL TIC
CRKSSDXA	ALLIANCE COMMUNICATIONS COOPERATIVE, INC. (BAL TIC)	CROOKS
HDSNSDXA	ALLIANCE COMMUNICATIONS COOPERATIVE, INC. (BAL TIC)	HUDSON
BRFRSDXA	BERESFORD MUNICIPAL TELEPHONE CO.	BERESFORD
BKNGSDXC	CITY OF BROOKINGS MUNICIPAL TELEPHONE DEPT.	BROOKINGS
BKNGSDXN	CITY OF BROOKINGS MUNICIPAL TELEPHONE DEPT.	BROOKINGS
BKNGSDXS	CITY OF BROOKINGS MUNICIPAL TELEPHONE DEPT.	BROOKINGS
BKNGSDXE	CITY OF BROOKINGS MUNICIPAL TELEPHONE DEPT.	BROOKINGS
JFSNSDXA	JEFFERSON TELEPHONE CO.	JEFFERSON
RVLLSDXA	STOCKHOLM - STRANDBURG TELEPHONE CO.	REVILLO
SSHRSDXA	STOCKHOLM - STRANDBURG TELEPHONE CO.	SOUTHSHORE
STKHSDXA	STOCKHOLM - STRANDBURG TELEPHONE CO.	STOCKHOLM
HRFRSDXA	UNION TELEPHONE CO.	HARTFORD
HRFRSDXS	UNION TELEPHONE CO.	WALL LAKE

Exhibit D  
Rural LECs Requiring Disaggregation

WCtr Code	Company Name	Locality	Partial/ Entire	In/Out	
JSPRMNJ	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	W. JASPER	Partial	In	Out of State
MRTTMNXM	FARMERS MUTUAL TELEPHONE COMPANY	WMARIETTA	Partial	In	Out of State
CNVLSDXA	FORT RANDALL TELEPHONE COMPANY	CENTERVL	Entire	In	
HRMSSDXA	FORT RANDALL TELEPHONE COMPANY	HERMOSA		Out	
LKANSDXA	FORT RANDALL TELEPHONE COMPANY	LAKE ANDES		Out	
TABRSDXA	FORT RANDALL TELEPHONE COMPANY	TABOR	Entire	In,	
TYNDSXA	FORT RANDALL TELEPHONE COMPANY	TYNDALL	Entire	In	
VBRGSDXA	FORT RANDALL TELEPHONE COMPANY	VIBORG	Entire	In	
WGNRSDXA	FORT RANDALL TELEPHONE COMPANY	WAGNER		Out	
AKRNIAAE	HEARTLAND TELECOM COMPANY OF IOWA DBA HICKORYTEC	WEST AKRON	Partial	In	Out of State
HWRDIAAE	HEARTLAND TELECOM COMPANY OF IOWA DBA HICKORYTEC	W HAWARDEN	Partial	In	Out of State
HNDRMNXH	INTERSTATE TELECOM. COOP., INC. - MINNESOTA	W. HENDRICKS	Partial	In	Out of State
ASTRSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	ASTORIA	Partial	In	Out of State
BKNGSDXB	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	BROOKINGS	Entire	In	
BRDLSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	BRADLEY	Entire	In	
BRNTSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	BRANDT	Entire	In	
BRYNSD01	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	BRYANT	Entire	In	
CHESSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	CHESTER	Entire	In	
CLLKSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	CLEAR LAKE	Entire	In	
CLRKSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	CLARK	Entire	In	
CSWDSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	CASTLEWOOD	Entire	In	
EKTNSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	ELKTON	Partial	In	Out of State
ESTLSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	ESTELLINE	Entire	In	
FLRNSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	FLORENCE	Entire	In	
GARYSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	GARY	Partial	In	Out of State
GDWNSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	GOODWIN	Entire	In	
HAYTSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	HAYTI	Entire	In	
LKNRSD01	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	LAKENORDEN	Entire	In	
NUNDSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	NUNDA	Entire	In	
SINASDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	SINAI	Entire	In	
TOROSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	TORONTO	Entire	In	
WABYSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	WAUBAY		Out	
WBSTSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	WEBSTER		Out	
WHTESDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	WHITE	Entire	In	
WLLKSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	WILLOWLAKE	Entire	In	
WNWOSDXA	INTERSTATE TELECOM. COOP., INC. - SOUTH DAKOTA	WENTWORTH	Entire	In	
COTNSDXA	SIoux VALLEY TELEPHONE CO.	COLTON	Entire	In	
CRSCSDXA	SIoux VALLEY TELEPHONE CO.	CORSICA		Out	
DLRPSDXA	SIoux VALLEY TELEPHONE CO.	DELLRAPIDS	Entire	In	
HMBLSDXA	SIoux VALLEY TELEPHONE CO.	HUMBOLDT	Entire	In	
PLTNSDXA	SIoux VALLEY TELEPHONE CO.	PLANKINTON		Out	
LRWDIAXO	HILLS TELEPHONE COMPANY	NLARCHWOOD	Partial	In	Out of State
VYSPSDXA	HILLS TELEPHONE COMPANY	VLY SPG	Partial	In	Out of State
IRENSDXA	PRAIRIEWAVE COMMUNITY TELEPHONE, INC.	IRENE	Entire	In	
LNNXSDXA	PRAIRIEWAVE COMMUNITY TELEPHONE, INC.	WORTHING	Entire	In	
PRKRSDXA	PRAIRIEWAVE COMMUNITY TELEPHONE, INC.	PARKER	Entire	In	
		HURLEY/ ALSEN/ FLYGER			
VBRGSDAA	PRAIRIEWAVE COMMUNITY TELEPHONE, INC.	FLYGER	Entire	In	
WKNDSDXA	PRAIRIEWAVE COMMUNITY TELEPHONE, INC.	WAKONDA	Entire	In	
FLYGSDXA	PRAIRIEWAVE COMMUNITY TELEPHONE, INC.	FLYGER	Entire	In	
BRFRSDXA	PRAIRIEWAVE COMMUNITY TELEPHONE, INC.	RUR BERESFRC	Entire	In	

# GLOVER, HELSPER AND RASMUSSEN, P.C.

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1941-1993

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August 25, 2005

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Ms. Karen Cremer  
South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, SD 57501

Re: In the Matter of the Petition of Brookings Municipal  
Utilities D/B/A Swiftel Communications For Designation as an  
Eligible Telecommunications Carrier

Dear Ms. Cremer:

This is in response to the questions you posed in your letter of June 21, 2005:

1. A phone number as required in ARSDE 20:10:43;  
Applicant's phone number is (605) 692-6325.
2. Pursuant to the Commission's order in TC03-193, paragraphs #22 and 23 wherein the Commission states that according to the FCC an ETC applicant shall submit a five-year plan describing with specificity its proposed improvements or upgrades to the applicant's network on a wire center-by wire center basis throughout its designated service area, please submit such a plan. While the Commission did not require the applicant in TC03-193 to submit such a plan due to the timing of the order, the Commission did state that the Commission may consider these requirements in future ETC proceedings or may address them in a rulemaking, or both. Should Swiftel wish to submit a plan that is less than five years, please state the reasons for doing so;

Please see build-out plan attached as Attachment A. Swiftel's commitment is based upon Swiftel's estimate of the amount of high-cost support it expects to receive in the first five years as an ETC. Without high-cost universal service support, Swiftel will not be able to construct facilities that serve these areas in the foreseeable future, if ever. Consistent with the build-out plan accepted by the FCC

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in *Virginia Cellular*, Swiftel notes that the exact parameters of its construction plan may change as a result of shifts in consumer demand, tower siting review, and other factors that affect cell site placement.<sup>1</sup> However, the proposed construction plan represents Swiftel's firm commitment to build facilities out to rural areas of South Dakota with its high-cost support.

3. Pursuant to TC98-146, please address the issue of whether the introduction of competition will have a detrimental effect on the provisioning of universal service by the incumbent carriers;

The public interest is to be determined by following guidance provided by Congress in adopting the Telecommunications Act of 1996 ("1996 Act") and the FCC in its enabling orders.<sup>2</sup> The overarching principles embodied in the 1996 Act are to "promote competition and reduce regulation...secure lower prices and higher quality services...and encourage the rapid deployment of new telecommunications technologies."<sup>3</sup> In its implementing orders, the FCC ruled that the pro-competitive and deregulatory directives from Congress required universal service support mechanisms to be competitively neutral and portable among eligible carriers.<sup>4</sup>

The FCC must determine whether designation of Swiftel as an ETC will promote the principles embodied in the 1996 Act, specifically the goal of ensuring that consumers in rural, insular, and high-cost areas "have access to telecommunications and information services, including interexchange services and advanced telecommunications and information services, that are reasonably comparable to those services provided in urban areas and are available at rates that are reasonably comparable to rates charged for similar services in urban areas."<sup>5</sup>

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<sup>1</sup> *Virginia Cellular, supra*, 19 FCC Rcd at 15171.

<sup>2</sup> Pub. L. No. 104-104, 110 Stat. 56 (1996). See also *First Report and Order, supra*; *Ninth Report and Order and Eighteenth Order on Reconsideration*, 14 FCC Rcd 20432, 20480 (1999) ("*Ninth Report and Order*"); *Federal-State Joint Board on Universal Service, Multi-Association Group (MAG) Plan for Regulation of Interstate Services of Non-Price Cap Incumbent Local Exchange Carriers and Interexchange Carriers, Fourteenth Report and Order, twenty-second Order on Reconsideration, and Further Notice of Proposed Rulemaking*, 16 FCC Rcd 11244 (2001) ("*Fourteenth Report and Order*"). See also *NAACP v. FCC*, 425 U.S. 662, 669 (1976); accord, e.g., *Office of Communication of the United Church of Christ v. FCC*, 707 F.2d 1413, 1427 (D.C. Cir. 1983); *Bilingual Bicultural Coalition on Mass Media, Inc. v. FCC*, 595 F.2d 621, 628 & n.22 (D.C. Cir. 1978).

<sup>3</sup> See 1996 Act (preamble).

<sup>4</sup> *First Report and Order, supra*, 12 FCC Rcd at 8801, 8861-62; *Ninth Report and Order, supra*, 14 FCC Rcd at 20480.

<sup>5</sup> See 47 U.S.C. § 254(b)(3).

In designating Virginia Cellular as an ETC, the FCC enunciated an expanded public interest framework for its consideration of future ETC designations. Although the *Virginia Cellular* order is under review, we address the FCC's analysis in the event this Commission applies all or part of it to SWIFTEL's petition. In determining the public interest, the FCC considered:

- The benefits of increased competitive choice;
- The impact of designation on the universal service fund;
- The unique advantages and disadvantages of the competitor's service offering;
- Any commitments made regarding the quality of telephone service; and
- The competitive ETC's ability to satisfy its obligation to serve the designated service areas within a reasonable time frame.<sup>6</sup>

Swiftel sets forth below specific facts demonstrating how its designation as an ETC in rural areas of South Dakota will advance the public interest under these five factors.

As an initial matter, Swiftel believes strongly that any public costs likely to be incurred as a result of Swiftel's designation are negligible compared to the benefits specifically articulated below. Swiftel notes that it is *public* costs that matter, not the cost to individual companies, as the 5<sup>th</sup> Circuit made clear in *Alenco Communications v. FCC*, 201 F.3d 608, 622 (5<sup>th</sup> Cir. 2000). Moreover, Swiftel believes that the impact of its designation as an ETC in South Dakota on the size of the USF would be negligible.<sup>7</sup> This minimal cost is by far outweighed by numerous public interest benefits which will accrue to South Dakota consumers as a result of Swiftel's designation, as follows:

**A. Increased Consumer Choice and Service Quality.**

Designation of Swiftel will advance universal service, promote competition and facilitate the provision of advanced communications services to the residents of rural South Dakota. Residents in many rural areas have long trailed urban areas in receiving competitive local exchange service and advanced telecommunications services. In many rural areas, no meaningful choice of local exchange carrier exists.

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<sup>6</sup> *Virginia Cellular, supra*, 19 FCC Rcd at 1575-76.

<sup>7</sup> See Section D, *infra*, for discussion of impacts on the USF.



To date, a number of wireless carriers have been designated as ETCs in various states.<sup>8</sup> In its orders granting ETC status to wireless carriers in rural areas, the FCC has emphasized the advantages wireless carriers can bring to the universal service program. For example, in its order designating Western Wireless as an ETC in the State of Wyoming, the FCC observed: "Designation of competitive ETCs promotes competition and benefits consumers in rural and high-cost areas by increasing customer choice, innovative services, and new technologies."<sup>9</sup> Recognizing these unique advantages, the FCC has found that "imposing additional burdens on wireless entrants would be particularly harmful to competition in rural areas, where wireless carriers could potentially offer service at much lower costs than traditional wireline service."<sup>10</sup>

In addition, with ETC designation, Swiftel will implement its Lifeline and Link-up programs which will offer service to low-income consumers who have not previously had the opportunity to afford any choice in telephone service. Universal Service support will enable Swiftel to reach out to those counties in South Dakota that have no choice of service and provide them with quality telephone service.

Swiftel commits to use high-cost support to improve service in areas it would not otherwise invest in. As Swiftel constructs additional cell sites in high-cost areas to improve the quality of its radio frequency ("RF") signal, its customers will have a greater choice among service providers and will receive more reliable service. Some will have the option to receive Swiftel's service for the first time. Others will see service quality and reliability improvement such that they may choose Swiftel's service instead of ILECs, as opposed to confining their use of Swiftel's service to an ancillary communications tool. The company has every incentive to meet its commitment because use of such funds in this manner will improve its competitive position in the marketplace. Moreover, it has every incentive to maintain or improve reliability and to lower its prices over time because it can only receive high-cost support when it has a customer.

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<sup>8</sup> See, e.g., *Nextel Partners, supra*; *Cellular South, supra*; *WWC Wyoming Order, supra*; *SBI Arizona Order, supra*; *Nextel Louisiana Order, supra*; *SBI N.M. Order, supra*; *U.S. Cellular Washington Order, supra*; *Midwest Wireless Wisconsin, LLC, 8203-TI-100 (mailed Sept. 30, 2003) ("Midwest Wisconsin Order")*; *RCC Kansas Order, supra*; *Centennial Mississippi Order, supra*; *U.S. Cellular Iowa Order, supra*; *USCC Oregon Order, supra*; *Midwest Minnesota Order, supra*; *NECC Colorado Order, supra*; *ALLTEL Michigan Order, supra*; *Midwest Iowa Order, supra*; *SBI Arizona Order, supra*; *SBI N.M. Order, supra*; and *Alaska Digitel Order, supra*; *Easterbrooke W.V. Rural Order, supra*; *RCC Vermont Rural Order, supra*.

<sup>9</sup> *WWC Wyoming Order, supra*, 16 FCC Rcd at 55.

<sup>10</sup> *First Report and Order, supra*, 12 FCC Rcd at 8882-83.

As an ETC, Swiftel will have the obligation to provide service to consumers upon reasonable request.<sup>11</sup> Specifically, the company commits to undertake the following steps in response to consumer requests for service:

1. If a request comes from a customer within its existing network, Swiftel will provide service immediately using its standard customer equipment.
2. If a request comes from a customer residing in any area where Swiftel does not provide service, Swiftel will take a series of steps to provide service.
  - First, it will determine whether the customer's equipment can be modified or replaced to provide acceptable service.
  - Second, it will determine whether a roof-mounted antenna or other network equipment can be deployed at the premises to provide service.
  - Third, it will determine whether adjustments at the nearest cell site can be made to provide service.
  - Fourth, it will determine whether there are any other adjustments to network or customer facilities which can be made to provide service.
  - Fifth, it will explore the possibility of offering the resold service of carriers that have facilities available to that location.
  - Sixth, Swiftel will determine whether an additional cell site, a cell-extender, or repeater can be employed or can be constructed to provide service, and evaluate the costs and benefits of using scarce high-cost support to serve the number of customers requesting service. If there is no possibility of providing service short of these measures, Swiftel will notify the customer and provide the Commission with an annual report of how many requests for service could not be filled. The Commission will retain authority to resolve any customer complaints that Swiftel has refused to respond to a reasonable request for service.

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<sup>11</sup> *Federal-State Joint Board on Universal Service, Western Wireless Corporation Petition for Preemption of an Order of the South Dakota Public Utilities Commission, Declaratory Ruling*, 15 FCC Rcd 15168, 15174-75 (2000) (“*South Dakota Preemption Order*”) (“A new entrant, once designated as an ETC, is required, as the incumbent is required, to extend its network to serve new customers upon reasonable request.”); *Virginia Cellular, supra*, Separate Statement of Chairman Michael K. Powell, 19 FCC Rcd at 1590 (“This decision remains true to the requirement that ETCs must be prepared to serve all customers upon reasonable request. . .”)

Swiftel believes these service provisioning commitments – which have been accepted by the FCC, and other state commissions<sup>12</sup> – will ensure that the company is responsive to consumers’ needs while acting as a proper steward of available high-cost support funds.

4. Please address the issue of the impact of multiple designations on the universal service fund.

In the recent *Nextel Partners* order, the FCC addressed the question of whether designating NPCR, Inc. d/b/a Nextel Partners (“Nextel”) as an ETC in Alabama, Florida, Georgia, New York, Pennsylvania, Tennessee, and Virginia would cause undue strain on the federal high-cost Fund.<sup>13</sup> In making that determination, the FCC used the unrealistic scenario of Nextel capturing each and every ILEC subscriber in Alabama – the state in which the affected ILECs receive the largest amount of support – which would result in Nextel receiving support equivalent to 1.88 percent of the total high-cost Fund.<sup>14</sup> Based on that analysis, the FCC concluded that Nextel’s designation in all seven states would not “dramatically burden” the federal high-cost Fund.<sup>15</sup>

Here as well, Swiftel’s designation will not burden the USF. Swiftel estimates that the funds that it will receive annually if it is designated as an ETC in South Dakota will be approximately \$100,000 per year, less than 0.002 percent of the USF. Even in the implausible event Swiftel captures all of the ILEC subscribers in its South Dakota service area, Swiftel estimates its total support would amount to only 0.01 percent of the fund, a significantly lower percentage than the 1.88 figure corresponding to just one of the seven states approved in *Nextel Partners*. By any measure, therefore, a grant of the instant Petition will not unduly burden the fund. Furthermore, there are clear economic developmental benefits. Coverage in the areas where Swiftel proposes to build new cell sites with high cost support is poor at best and in some areas unavailable.

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<sup>12</sup> See, e.g., USCC Oregon Order, *supra*, at p. 10; ADT Alaska Order, *supra*, at pp. 8-9; Nextel Louisiana Order, *supra*, at pp. 7-8; SBI Gallup Decision, *supra*, at p. 14; RCC Vermont Rural Order, *supra*, at pp. 28-29; Easterbrooke W.V. Rural Order, *supra*, at p. 19.

<sup>13</sup> See *Nextel Partners*, *supra*, 19 FCC Rcd at 16540.

<sup>14</sup> See *id.* at n.69.

<sup>15</sup> *Id.* at 16540.

5. A sample of the addendum language that will be used to supplement the PCS Advantage Agreement regarding the Commission's jurisdiction of complaints and mandatory arbitration;

See Attachment B.

6. A sample of the applicant's advertising plans and materials that they plan to use to inform customers of the universal service offerings including plans and materials regarding the Lifeline and Link-up programs and the forms for applying for Lifeline and Link-Up in South Dakota, see TC 03-193, paragraph #71, nos. 1, 2, 3;

See Attachment C.

7. Applicant's plan to build out its facilities and extend service to meet the statutory objective of offering service throughout the service area for which the designation is sought/received, see TC 03-193, paragraph #71, nos. 5,6,7; and,

See response to 3., herein.

8. Pursuant to the Federal-State Joint Board on Universal Service, Report and Order, CC Docket No. 96-45, issued March 17, 2005, the FCC adopted additional requirements for ETC designation, see paragraph #8, pg.3, DA 05-1663. Please address eligibility requirement #5.

The eligibility requirement referred to is "an understanding that it may be required to provide equal access if all other ETCs in the designated service area relinquish their designations pursuant to section 214(e)(4) of the Act."<sup>16</sup> Swiftel understands that the FCC has adopted this additional eligibility requirement and acknowledges that should all other ETCs in Swiftel's proposed ETC service area relinquish their designations, Swiftel may be required to provide equal access.

We hope that this information is satisfactory to complete the record in this case. If you require further information, please contact us.

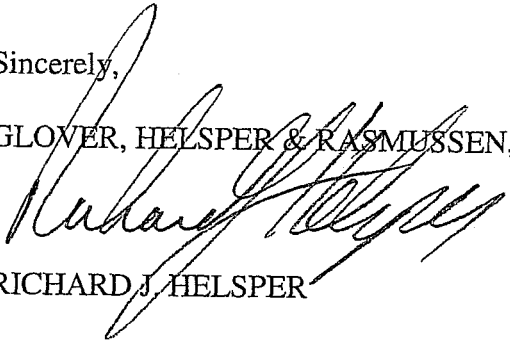
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<sup>16</sup> See *Federal-State Joint Board on Universal Service, Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, 6380 (2005); 70 Fed. Reg. 29960 (May 25, 2005).

Thank you very much.

Sincerely,

GLOVER, HELSPER & RASMUSSEN, P.C.



RICHARD J. HELSPER

RJH:srl

cc: Jim Adkins  
Lynn Ratnavale

**Buildout plan assuming \$100,000.00/year USF support**

<u>Year</u>	<u>Location</u>	<u>County</u>	<u>Switch/Wire Center</u>
Year 1	Tea Repeater	Lincoln	TEASDCO
Year 2	Henry repeater	Codington	CLRKSDXADS0
Year 3	Castlewood coverage	Hamlin	CSWDSDXARS1
Year 4	Lennox Repeater	Lincoln	LNNXSDXARS1
Year 5	Centerville repeater	Turner	CNVLSDXARS1

Supplemental Statement to PCS Advantage Agreement:

**ADDENDUM:**

The terms of this agreement are subject to the jurisdiction of the South Dakota Public Utilities Commission for the purpose of resolving any complaints and/or disputes regarding service quality and billing related matters. For all such matters the South Dakota Public Utilities Commission's mandatory arbitration rules will apply.

Lifeline and Link-up programs and the forms for applying for Lifeline and Link-Up in  
South Dakota,



# Lifeline Program

Lifeline provides a monthly discount to eligible subscribers on basic home telephone services.

Lifeline subscribers may also receive long distance blocking on their telephone free of charge.

## Link-Up Program

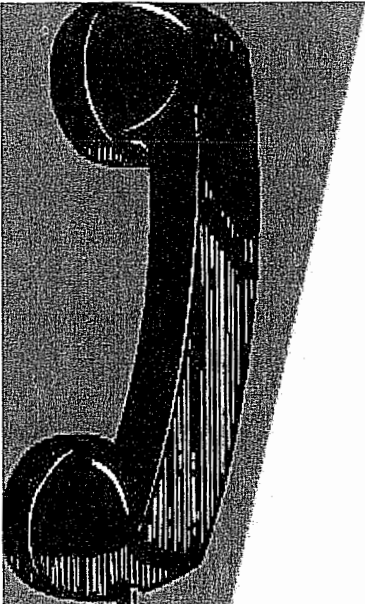
Link-Up provides eligible subscribers with a 50% reduction (up to \$30) for connection of basic home telephone services.

### Do you qualify for Lifeline and/or Link-Up Assistance?

Listed below are some questions you may need to answer:

1. Which program are you applying for? Lifeline or Link-Up or Both
2. Are you currently receiving assistance benefits from any of the following programs?
  - Medicaid (e.g., Title XIX/Medical, State Supplemental Assistance)
  - Food Stamps
  - Supplement Security Income (SSI)
  - Federal Public Housing Assistance
  - Low-Income Home Energy Assistance (LIHEAP)
  - Temporary Assistance to Needy Families (TANF)
  - National School Lunch's Free Lunch Program (NSLP)
3. Do you qualify under the income criteria?

Income must be at or below 135% of the Federal Poverty guidelines. You will be asked to list the number of individuals in your household. In order to qualify under this criterion, you must provide documentation of income eligibility. Documentation may consist of a copy of a prior year's state, federal or tribal tax return, three consecutive months of income statements or paycheck stubs from your employer, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/Vetermen's Compensation statement of benefits, federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance, a divorce decree or child support document.



COMMUNICATIONS  
**Swire**  
Call 692-6211 for details.

# Qualifications

People currently participating in at least one of the programs listed below qualify for Lifeline and Link-up. You also qualify if your income is at or below 135% of the Federal Poverty Guidelines

- Medicaid (eg, Title XIX/Medical, State Supplement Assistance)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance
- Low Income Energy Assistance (LIEAP)
- Temporary Assistance to Needy Families (TANF)
- National School Lunch Free Program (NSL)

## TO APPLY

Contact Switell at 602-6211 for details.

**Switell** 605-692-6211  
415 4th St Brookings SD



# Lifeline LINK-UP

Assistance for Basic  
Home Telephone Service

**Switell** 605-692-6211  
415 4th St Brookings SD

# Lifeline Program

Lifeline provides a monthly discount to eligible subscribers on basic home telephone services.

Lifeline subscribers may also receive long distance blocking on their telephone free of charge.

# Link-up Program

Link-up provides eligible subscribers with a 50% reduction (up to \$30) for connection of basic home telephone services.

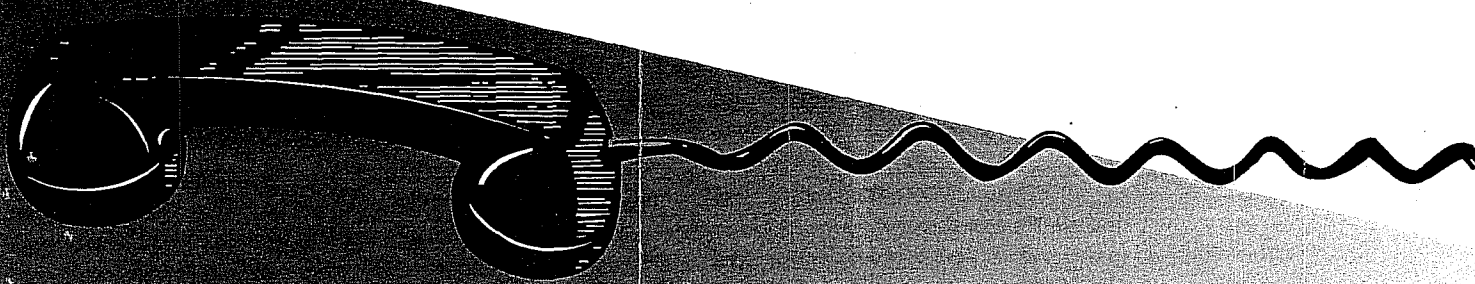
## Do you qualify for Lifeline and/or Link-up Assistance?

Listed below are some questions you may need to answer:

1. Which program are you applying for? Lifeline or Link-up or Both
2. Are you currently receiving assistance benefits from any of the following programs?
  - Medicaid (e.g., Title XIX/Medical, State Supplemental Assistance)
  - Food Stamps
  - Supplement Security Income (SSI)
  - Federal Public Housing Assistance
  - Low-Income Home Energy Assistance (LIEAP)
  - Temporary Assistance to Needy Families (TANF)
  - National School Lunch's Free Lunch Program (NSL)
3. Do you qualify under the income criteria?

Income must be at or below 135% of the Federal Poverty guidelines. You will be asked to list the number of individuals in your household. In order to qualify under this criterion, you must provide documentation of income eligibility. Documentation may consist of a copy of a prior year's state, federal or tribal tax return, three consecutive months of income statements or paycheck stubs from your employer, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits, federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance, a divorce decree or child support document.

Attachment C-4



**Swiftel**  
COMMUNICATIONS  
Call 692-6211 for details.

Supplemental Statement to PCS Advantage Agreement:

**ADDENDUM:**

The terms of this agreement are subject to the jurisdiction of the South Dakota Public Utilities Commission for the purpose of resolving any complaints and/or disputes regarding service quality and billing related matters.



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588  
Brookings, S.D. 57006


605.692.6211 • Fax 605.697.8250

RECEIVED

JUN 14 2005

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

June 13, 2005

TO: South Dakota Public Utilities Commission  
FROM: Laura Julius, Director of Finance   
RE: In the Matter of the Review of Implementation of FCC Requirements for Lifeline and Link-Up Programs and the Development of Additional Outreach Efforts  
TC 05-058

To implement Lifeline / Link-Up discount program changes we have done, or will be taking, the following steps:

1. **Modify Application Form:**

The existing application form for the discounts has been modified with the additional qualifying options. We will start using it June 20, 2005.

2. **Letter to Sample of Existing Lifeline Customers:**

We sent a letter to our active-service customers who applied for the Lifeline discount in 1998 (the first year), 1999 or 2000; this totals approximately 1/3 of our Lifeline customers. The letter asked them to complete a new application form and provide documentation to verify their participation in the qualifying assistance program. Non-respondents will lose their discount. This step fulfills our requirement of confirming that at least a sample of our existing Lifeline customers continue to qualify.

We plan to begin a cycle of contacting each Lifeline customer every 3-4 years to confirm their qualification. In 2006, we will contact another 1/3 of the active Lifeline customers; those who applied for the discount in 2001, 2002 or 2003. In 2007 we will reevaluate our numbers and contact about 1/3 of the active Lifeline customers. We expect this will cover those customers who applied in 2004, 2005 or 2006.

3. **Outreach Guidelines:**

We will continue to display information about the Lifeline / Link-Up discount programs at each customer service representative's desk; this prominently-placed item provides clear basic information about the option to all new customers applying for service. By no longer having the CSR's specifically describe the option, we have avoided some new customers taking offense by thinking that we judged them as qualifying based on their appearance.

Annual bill-messages will also continue. Customers receiving the Lifeline monthly discount get a message stating that the discount is active on their account, outlining the qualifications, and reminding them to inform us if they no longer qualify. Customers not currently receiving the discount get a message stating the discount is available and outlining the ways to qualify.

Lifeline / Link-Up brochures will be added to our new-customer information packets. We will also explore printing this in our telephone directory information pages again. And, newspaper advertisements will be published annually.

We will contact the local administrative offices of the qualifying assistance programs and other low-income general assistance offices. We will ask if we can provide them with wall signs and/or Lifeline/LinkUp brochures to display for their clients. The signs and brochures will list the qualifying programs and give information on how to contact our customer service office to apply.

4. **FCC-Mandated Recordkeeping:**

The new record-keeping rules will be followed.

5. **Carrier Self-Certification:**

USAC will receive the required certifications signed by an officer of the company.

6. **Train Employees:**

Employees will be trained on the changes and new requirements.



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588  
Brookings, S.D. 57006

605.692.6211 • Fax 605.697.8250

### LIFELINE AND LINK-UP DISCOUNT APPLICATION

(Please Print)

NAME \_\_\_\_\_ Social Security # \_\_\_\_\_  
(First) (M. I.) (Last)

ADDRESS \_\_\_\_\_ Brookings, SD 57006

SWIFTEL TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

1. I am applying for the following on the primary telephone line, in my name, at my residence:  
\_\_\_\_\_ LIFELINE monthly service discount \_\_\_\_\_ LINK-UP connection charge discount

2. I am stating that I qualify for the requested discount because:
- A. I participate in the program(s) checked below; I agree to furnish proof of my participation to Swiftel Communications:
    - \_\_\_\_\_ Medicaid (not the same as Medicare)
    - \_\_\_\_\_ Food Stamps
    - \_\_\_\_\_ Supplemental Security Income (SSI)
    - \_\_\_\_\_ Federal Public Housing Assistance
    - \_\_\_\_\_ Low-Income Home Energy Assistance
    - \_\_\_\_\_ Temporary Assistance for Needy Families (TANF)
    - \_\_\_\_\_ National School Lunch (NSL) free lunches
  - B. \_\_\_\_\_ My household income is at or below 135% of the Federal Poverty Guidelines (see information on the back of this sheet) based on a family size of \_\_\_\_\_.

I agree to notify Swiftel Communications when I no longer qualify based on the criteria indicated above.

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE. I have read the information above and understand how I must qualify to receive the Lifeline or Link-Up assistance discount on my primary residential telephone line. I also hereby authorize the administrative office for any program indicated above to verify my participation to Swiftel Communications.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## HOUSEHOLD INCOME GUIDELINES

Use the chart below to determine income eligibility of applicants for the Lifeline or Link-Up discounts.

Applicants are required to provide certification indicating the number of individuals in their household and documentation accurately representing the consumer's total annual household income. "Income" means all income actually received by all members of the household. It includes:

- salary before deducted taxes
- public assistance benefits
- Social Security payments
- retirement/pension fund payments
- veteran's benefits
- unemployment compensation
- worker's compensation benefits
- inheritances
- alimony
- child support payments
- gifts
- lottery winnings
- The only exceptions are student financial aid, military housing and cost-of-living allowances, and irregular income from occasional small jobs such as baby-sitting or lawn mowing.

Acceptable income documentation includes:

- prior year federal/tribal tax return,
- current income statement/paycheck stub from an employer for three consecutive months during the previous six months
- Statement of Benefits from any of the following for three consecutive months during the previous six months:
  - Social Security Administration
  - Retirement/Pension Fund
  - Unemployment/Worker's Comp Admin
  - Veterans Administration
- Federal/Tribal notice or letter of General Assistance participation
- Court Order: Divorce decree (alimony), Child Support statement, or Probate (inheritance)

2005 Est. Income Requirements for a Household At or Below 135% of the Federal Poverty Guidelines:

Size of Family Unit	Estimated Income in the 48 Contiguous States
1	\$12,920
2	\$17,321
3	\$21,722
4	\$26,123
5	\$30,524
6	\$34,925
7	\$39,326
8	\$43,727
For each additional person, add...	\$ 4,401





C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588  
Brookings, S.D. 57006

605.692.6211 • Fax 605.697.8250

April 8, 2005

Dear Swiftel Customer:

You are receiving this letter because you currently participate in Swiftel Communications' Lifeline assistance program. Changes in Federal Communications Commission (FCC) guidelines for the Lifeline program now require telephone companies like ours to annually verify some of our Lifeline customers' continued eligibility.

The Lifeline assistance program has been available since 1998 to participants in one or more of the following programs:

- Medicaid
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance
- Low Income Housing Energy Assistance

Participation in either of these programs has now been added:

- Temporary Aid to Needy Families (TANF)
- National School Lunch (NSL) free lunch program

In addition, there are now income guidelines that determine eligibility:

- Households with total income at or below 135% of the Federal Poverty Guidelines, regardless of participation in other assistance programs, are now also eligible for Lifeline assistance.

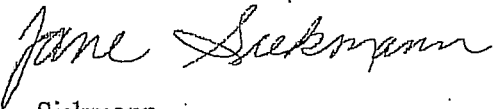
To continue receiving the Lifeline discount, Swiftel needs an updated application from you. ***If you are still eligible for Lifeline assistance, please complete the enclosed application and return it to our office with documentation of your participation in the program(s) indicated. To continue receiving the discount, we need to receive the form by June 8, 2005.*** If it is not received by that date, we are required to remove the credit from your account.

Documentation of your participation could include a letter from the office administering the program, a copy of a card issued for the program, a current statement of benefits for the program, or a similar document, in writing, that verifies your current participation in at least one of the qualifying assistance programs listed above. You may deliver the application and documentation to our office in person, or mail them back in the return envelope provided.

If you qualify based on household income, you need to bring the necessary documentation to our office at 415 Fourth Street, Brookings. We are required to personally view the documents supporting your income-based eligibility; however, we do not keep copies of the documents. Please see the back of the application form for a description of the Household Income Guidelines.

Please feel free to call me at 692-6211 or 692-6325 with any questions you may have regarding the application or the Lifeline program.

Sincerely,

A handwritten signature in cursive script that reads "Jane Siekmann".

Jane Siekmann  
Customer Care Supervisor

Enclosure



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588  
Brookings, S.D. 57006

605.692.6211 • Fax 605.697.8250

### LIFELINE DISCOUNT APPLICATION

(Please Print)

NAME \_\_\_\_\_ Social Security # \_\_\_\_\_  
(First) (M. I.) (Last)

ADDRESS \_\_\_\_\_ Brookings, SD 57006

SWIFTEL TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

1. I am applying for the Lifeline discount on the primary telephone line, in my name, at my residence. If I move and incur connection charges, the Link-Up discount will be applied.
2. I am stating that I qualify for the requested discount because:
  - A. I participate in the program(s) checked below; I agree to furnish proof of my participation to Swiftel Communications:
    - \_\_\_\_ Medicaid (not the same as Medicare)
    - \_\_\_\_ Food Stamps
    - \_\_\_\_ Supplemental Security Income (SSI)
    - \_\_\_\_ Federal Public Housing Assistance
    - \_\_\_\_ Low-Income Home Energy Assistance
    - \_\_\_\_ Temporary Assistance for Needy Families (TANF)
    - \_\_\_\_ National School Lunch (NSL) free lunches
  - B. \_\_\_\_ My household income is at or below 135% of the Federal Poverty Guidelines (see information on the back of this sheet) based on a family size of \_\_\_\_.

I agree to notify Swiftel Communications when I no longer qualify based on the criteria indicated above.

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE. I have read the information above and understand how I must qualify to receive the Lifeline or Link-Up assistance discount on my primary residential telephone line. I also hereby authorize the administrative office for any program indicated above to verify my participation to Swiftel Communications.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Return completed form to Swiftel. Discounts begin on the billing cycle after application is approved.

## HOUSEHOLD INCOME GUIDELINES

Use the chart below to determine income eligibility of applicants for the Lifeline or Link-Up discounts.

Applicants are required to provide certification indicating the number of individuals in their household and documentation accurately representing the consumer's total annual household income.

"Income" means all income actually received by all members of the household. It includes:

- salary before deducted taxes
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- Social Security payments
- retirement/pension fund payments
- veteran's benefits
- unemployment compensation
- worker's compensation benefits
- inheritances
- alimony
- child support payments
- gifts
- lottery winnings
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  - Unemployment/Worker's Comp Admin
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6	\$34,925
7	\$39,326
8	\$43,727
For each additional person, add...	\$ 4,401



**Don't Delay...** In early April, we sent you a letter telling you about changes in the Lifeline telephone discount program.

We requested two things in this letter:

1. An updated Lifeline application
2. Documentation of your eligibility

The letter we sent gives the details needed and includes the current application form. If you have lost or misplaced these, call 692-6211 or 692-6325 and request copies of them.

Swiftel Communications must receive a new application and documentation from you by June 8<sup>th</sup> in order to keep the Lifeline credit on your account. If not, we are required to remove the credit; this will increase your monthly telephone charges due by \$8.25.



## PLEASE NOTE:

The Lifeline discount of an \$8.25 credit on your monthly bill has been removed. We are required to remove it because we did not receive confirmation that you continue to qualify for the discount. Please refer to the letter dated April 8, 2005 and the follow-up notice sent on May 16, 2005 for details, or call our business office at 605/692-6211.



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588  
Brookings, S.D. 57006

605.692.6211 • Fax 605.697.8250

## Outreach guidelines for Lifeline/LinkUp programs

List of places we will ask to display Lifeline/LinkUp posters and brochures (not all-inclusive):

- Women's shelter
- Nursing homes
- Harvest Table (Methodist Church)
- Food Pantry
- Sr. Housing/Assisted Living facilities
- Sr. Center
- SD Social Services office
- Federal Housing office
- Apartment-rental offices
- County Welfare office
- Advance office and apartments (disabled persons assistance org)

Ideas on other methods of sharing this information:

- Include in back-to-school, and new-student, packets (public schools)
- Request an item in public school newsletters
- Have Public Service Announcements on/in:
  - radio/TV
  - Register (local newspaper)
  - Collegian (SDSU campus newspaper)
- On SD State University campus:
  - Fall registration freebie-bags
  - Student Union
  - Financial Aid office
  - One-Stop Career Center

Kelli will have poster and brochure drafts made by Joyce. She will eventually contact the offices/places given above and request placement of our materials.

**Cremer, Karen**

---

**Subject:** FW: Swiftel ETC Petition**Follow Up Flag:** Follow up**Flag Status:** Flagged

-----Original Message-----

**From:** Lynn Ratnavale [mailto:LRatnavale@fcclaw.com]**Sent:** Wednesday, October 26, 2005 3:12 PM**To:** Cremer, Karen**Subject:** RE: Swiftel ETC Petition

Karen:

1. My copy of the service list does show that Farmer's Mutual did get a copy of the initial application and all subsequent amendments. Farmers Mutual was inadvertently left of the initial copy of Exhibit D even though referenced in the application. It was subsequently added to a revised copy of Exhibit D filed with the Commission.
2. Attached is a copy of the Addendum language with the last sentence struck per your request.
3. Yes, Swiftel can make that commitment in every area that it serves, however, it is really only pertinent in the particular wirecenters listed because Swiftel does not provide service via it own facilities throughout each of those wirecenters in their entirety whereas they do everywhere else.
4. I have asked my client to gather the rate information for you and I will forward those along shortly.
5. A revised copy of Exhibit D is attached. Did the exchanges recently get sold?? We were unaware if that is the case.

Let me know if you have any questions or need anything else.

Lynn

B. Lynn F. Ratnavale  
Lukas, Nace, Gutierrez & Sachs, Chtd.  
1650 Tysons Boulevard, Suite 1500  
McLean, VA 22102  
(703) 584-8671

-----Original Message-----

**From:** Karen.Cremer@state.sd.us [mailto:Karen.Cremer@state.sd.us]**Sent:** Monday, October 24, 2005 3:55 PM**To:** Lynn Ratnavale**Cc:** Harlan.Best@state.sd.us**Subject:** Swiftel ETC Petition

A couple of things:

1. What notice did Farmers Mutual get in this matter? It doesn't appear to Staff that they received the initial application.
2. In the Addendum language regarding the PUC's jurisdiction of complaints, please strike the last sentence as the PUC does not have mandatory arbitration rules.



3. In Petitioners' Answers filed on Dec. 20, Swiftel states in #6 that it will offer its services throughout its service area immediately through its own facilities, or if necessary, through a combination of its own facilities and resale of other carrier's networks. It states this for 5 wire centers. Would Swiftel be willing to make this applicable to all wire centers?
4. Please submit copies of all the rate plans offered and the rates associated with the plans.
5. Please re-submit Exhibit D with Hills Telephone Co. in place of Sioux Valley Telephone company for the NLarchwood and Valley Springs exchanges.

If you have any questions, let me know.



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588  
Brookings, S.D. 57006

605.692.6211 • Fax 605.697.8250

RECEIVED

OCT 28 2005

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

October 27, 2005

**Karen Cremer**  
Staff Attorney  
SD Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre, SD 57501-5070

**RE: Sprint New Rate Plans**

Dear Karen,

Jim ask me to forward the following information per your request made on Monday, October 24th regarding copies of rate plans offered, please see the enclosed information.

If you have any questions, please do not hesitate to contact Jim.

Regards,

**Cindy Thompson**  
Administrative Secretary  
Swiftel Communications

cc: Lynn F. Ratnavale  
Jim Adkins



Sprint PCS® Choices  
**SERVICE PLANS & RATES**



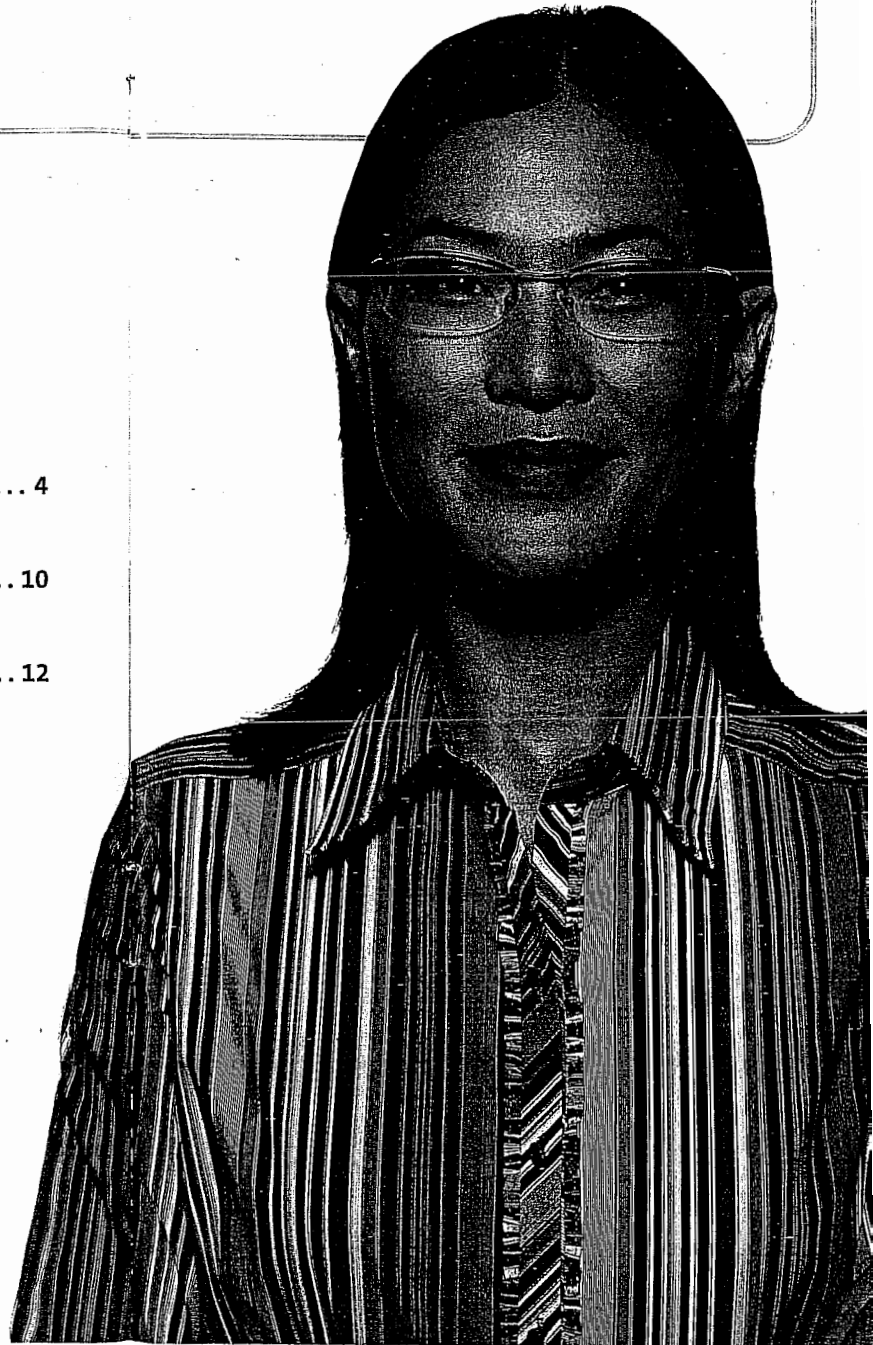
Select the  
plan that fits  
you best.

# Welcome.

The new Sprint offers you the choice and flexibility you need – to do more of what you want. Choose from products and services designed to offer you a future full of possibility. We are the new Sprint and yes you can.

## Table of Contents

Calling Plans.....	4
Innovative Services.....	10
Additional Services.....	12



# CALLING PLANS

## Sprint Fair & Flexible<sup>SM</sup> Plans

Adjustable anytime minutes with no roaming charges and no huge overages.

Anytime Minutes	Monthly Rate* with Nights starting at			Roaming	Night & Weekend Minutes
	9pm <sup>1</sup>	7pm <sup>1</sup>	6pm <sup>1</sup>		
0-300	\$34 <sup>m</sup>	\$39 <sup>m</sup>	\$44 <sup>m</sup>	Included	Unlimited
0-700	\$49 <sup>m</sup>	\$54 <sup>m</sup>	\$59 <sup>m</sup>		
0-2000	\$99 <sup>m</sup>	\$104 <sup>m</sup>	\$109 <sup>m</sup>		

**No roaming charges.**  
**No huge overages.**

Nationwide Long Distance	Adjustable Anytime Minutes	
	Included	301-500, \$5 for every 100 min.
701-1700, \$5 for every 100 min.		Above 1700, 5¢/min.
2001-3000, \$10 for every 200 min.		Above 3000, 5¢/min.

➤ Also includes while on the Nationwide Sprint PCS Network:

- > Call Waiting
- > Voicemail
- > Caller ID
- > Numeric Paging
- > Three-Way Calling
- > Call Forwarding (10¢/min.)

<sup>1</sup> Minimum two-year subscriber agreement required.

➤ **Featured Add-on:**

**Unlimited Sprint Mobile to Mobile Calling** **\$5/month**  
Make or receive unlimited calls directly to Sprint PCS subscribers on the Nationwide Sprint PCS Network without using your service plan minutes.

## Sprint Free Incoming Plans

All your incoming calls are FREE while on the Nationwide Sprint PCS Network. From any network. Anytime.

Outgoing Minutes	Incoming Minutes	Monthly Rate* with Nights starting at			Night & Weekend Minutes
		9pm <sup>1</sup>	7pm <sup>1</sup>	6pm <sup>1</sup>	
300	FREE	\$49 <sup>m</sup>	\$54 <sup>m</sup>	\$59 <sup>m</sup>	Unlimited
500	FREE	\$59 <sup>m</sup>	\$64 <sup>m</sup>	\$69 <sup>m</sup>	
800	FREE	\$79 <sup>m</sup>	\$84 <sup>m</sup>	\$89 <sup>m</sup>	
1200	FREE	\$109 <sup>m</sup>	\$114 <sup>m</sup>	\$119 <sup>m</sup>	

Nationwide Long Distance	Additional Anytime Minutes	Roaming Minutes

➤ Also includes while on the Nationwide Sprint PCS Network:

- > Sprint PCS Ready Link\*\*
- > Numeric Paging
- > Three-Way Calling
- > Call Forwarding (10¢/min.)
- > Call Waiting
- > Voicemail
- > Caller ID

\*\*Requires a Sprint PCS Ready Link-capable phone.

<sup>1</sup> Minimum two-year subscriber agreement required.  
<sup>2</sup> Minimum one-year subscriber agreement required.

➤ **Featured Add-ons:**

**Roaming Minutes** **\$5/month**  
Add unlimited roaming minutes to your service plan for off-network roaming calls.

**Unlimited Sprint Mobile to Mobile Calling** **\$5/month**  
Make or receive unlimited calls directly to Sprint PCS subscribers on the Nationwide Sprint PCS Network without using your service plan minutes.

### Nights & Weekends Starting Times:

9pm	7pm	6pm
9pm - 7am Mon. - Thurs. 9pm Fri. - 7am Mon.	7pm - 7am Mon. - Thurs. 7pm Fri. - 7am Mon.	6pm - 7am Mon. - Thurs. 6pm Fri. - 7am Mon.

\*Rates exclude taxes & Sprint Fees (including USF charge of up to 2.33% that varies quarterly, cost recovery fees of \$.55 per line & state/local fees that vary by area). Sprint Fees are not taxes or gov't-required charges. See page 14 for full terms and conditions.

# CALLING PLANS

## Sprint PCS Fair & Flexible America™ Plans for Families

Share adjustable anytime minutes on two lines with no roaming charges and no huge overages.

Anytime Minutes	Nights starting at			Roaming	Mobile to Mobile	Night & Weekend Minutes	Nationwide Long Distance	Adjustable Anytime Minutes
	9pm*	7pm*	6pm*					
0-800	\$69 <sup>**</sup>	\$74 <sup>**</sup>	\$79 <sup>**</sup>	Included	Unlimited	Unlimited	Included	801-1200, \$5 for every 100 min. Above 2000, 1201-2000, 5¢/min. \$5 for every 200 min.
0-2500	\$115 <sup>**</sup>	\$120 <sup>**</sup>	\$125 <sup>**</sup>					2501-3500, Above 3500, \$10 for every 200 min. 5¢/min.

> Also includes while on the Nationwide Sprint PCS Network:

- > Sprint Mobile to Mobile
- > Call Waiting
- > Voicemail
- > Caller ID
- > Numeric Paging
- > Three-Way Calling
- > Call Forwarding (10¢/min.)

\* Minimum two-year subscriber agreement required.

> **Featured Add-on:**

**Sprint PCS Add-a-Phone® (Lines 3-5) \$10/mo. each line**  
Share your minutes with up to 3 additional lines added to your account. Includes unlimited Sprint Mobile to Mobile calling while on the Nationwide Sprint PCS Network.

### Nights & Weekends Starting Times:

9pm	7pm	6pm
9pm - 7am Mon. - Thurs.	7pm - 7am Mon. - Thurs.	6pm - 7am Mon. - Thurs.
9pm Fri. - 7am Mon.	7pm Fri. - 7am Mon.	6pm Fri. - 7am Mon.

\*Rates exclude taxes & Sprint Fees (including USF charge of up to 2.33% that varies quarterly, cost recovery fees of \$.55 per line & state/local fees that vary by area). Sprint Fees are not taxes or gov't-required charges. See page 14 for full terms and conditions.



# CALLING PLANS

## Sprint PCS Free & Clear Area-wide<sup>SM</sup> Plans

More minutes to call anywhere in the U.S. from your calling area.

Anytime Minutes	Monthly Rate* with			Night & Weekend Minutes	Nationwide Long Distance
	Nights starting at 9pm <sup>1</sup>	7pm <sup>2</sup>	6pm <sup>1</sup>		
1000	\$45 <sup>99</sup>	\$50 <sup>99</sup>	\$55 <sup>99</sup>	Unlimited	Included

### > Featured Add-ons:

Unlimited Sprint Mobile to Mobile Calling **\$5/month**  
 Make or receive unlimited calls directly to Sprint PCS subscribers on the Nationwide Sprint PCS Network without using your service plan minutes.

> Plans include while on the Nationwide Sprint PCS Network:

- > Call Waiting
- > Voicemail
- > Caller ID
- > Numeric Paging
- > Three-Way Calling
- > Call Forwarding (10¢/min.)

Additional Anytime Minutes, Calls Outside Your Calling Area, and Off-Network Roaming Minutes

50¢/min.

Sprint PCS Add-a-Phone **\$20/mo. each line**  
 Share your minutes with up to 4 additional lines added to your account. Includes unlimited Sprint Mobile to Mobile calling while on the Nationwide Sprint PCS Network. See the Sprint PCS mapping brochure for information about your calling area.

## Sprint PCS Free & Clear<sup>SM</sup> Plans

Choose a set number of anytime minutes for Nationwide calling.

Anytime Minutes	Monthly Rates for Nights Starting at		
	9pm <sup>2</sup>	7pm <sup>1</sup>	6pm <sup>1</sup>
300	\$34.99	\$39.99	\$44.99
500	\$39.99	\$44.99	\$49.99
700	\$49.99	\$54.99	\$59.99
1100	\$65.99	\$70.99	\$75.99
1400	\$79.99	\$84.99	\$89.99
2000	\$99.99	\$104.99	\$109.99
3500	\$135.99	\$140.99	\$145.99
4500	\$159.99	\$164.99	\$169.99
6000	\$175.99	\$180.99	\$185.99

Night & Weekend Minutes	Nationwide Long Distance	Additional anytime minutes	Additional off-network roaming calls
Unlimited	Included	40¢/min.	50¢/min. with an extra 25¢/min. long-distance charge

### > Featured Add-ons:

Unlimited Sprint Mobile to Mobile Calling **\$5/month**  
 Make or receive unlimited calls directly to Sprint PCS subscribers on the Nationwide Sprint PCS Network without using your service plan minutes.

<sup>1</sup> Minimum two-year subscriber agreement required.  
<sup>2</sup> Minimum one-year subscriber agreement required.

Roaming Minutes **\$5/month**  
 Add unlimited roaming minutes to your service plan for off-network roaming calls.

Sprint PCS Add-a-Phone **\$20/mo. each line**  
 Share your minutes with up to 4 additional lines added to your account. Includes unlimited Sprint Mobile to Mobile calling while on the Nationwide Sprint PCS Network.

\*Rates exclude taxes & Sprint Fees (including USF charge of up to 2.33% that varies quarterly, cost recovery fees of \$.55 per line & state/local fees that vary by area). Sprint Fees are not taxes or gov't-required charges. See page 14 for full terms and conditions.

Nights & Weekends Starting Times:

9pm	7pm	6pm
9pm - 7am Mon. - Thurs. 9pm Fri. - 7am Mon.	7pm - 7am Mon. - Thurs. 7pm Fri. - 7am Mon.	6pm - 7am Mon. - Thurs. 6pm Fri. - 7am Mon.

# INNOVATIVE SERVICES

## Sprint PCS Vision<sup>SM</sup>

All Sprint PCS Vision<sup>SM</sup> packs include:

- Unlimited email and instant messaging



- Unlimited Web access to sites such as:



### Packs Include

Sprint PCS Vision Access Pack	Primary Line	Each Shared Line
<ul style="list-style-type: none"> <li>• Unlimited email and instant messaging from AOL, MSN and Yahoo!</li> <li>• Unlimited Web access from sites like CNN, ESPN, The Weather Channel and many more</li> </ul>	<b>\$10/mo.</b>	<b>\$5/mo.</b>

Sprint PCS Vision Plus Pack	Primary Line	Each Shared Line
<ul style="list-style-type: none"> <li>• Everything listed in Access Pack</li> <li>• Plus, unlimited Sprint PCS Picture Mail and Sprint PCS Video Mail</li> </ul>	<b>\$15/mo.</b>	<b>\$7.50/mo.</b>

Sprint PCS Vision Ultimate Pack	Primary Line	Each Shared Line
<ul style="list-style-type: none"> <li>• Everything listed in Access Pack</li> <li>• Unlimited Sprint PCS Picture Mail and Sprint PCS Video Mail</li> <li>• Plus, unlimited Video and Audio - Sprint TV<sup>SM</sup> Channel 01 where you can view high quality clips from NBC, The Discovery Channel, E! Entertainment, The Weather Channel, FOX Sports and many others.</li> </ul>	<b>\$20/mo.</b>	<b>\$10/mo.</b>

Unless a Sprint PCS Vision Pack is selected, customers with a Sprint PCS Vision Phone will be charged 1¢ per kilobyte for Sprint PCS Vision usage.

### SMS Messaging

Send and receive SMS Text Messages and/or SMS Voice Messages instantly across the room or around the country.

	Primary Line	Each Shared Line
• Unlimited Messages	<b>\$15/mo.</b>	<b>\$7.50/mo.</b>
• 500 Messages	<b>\$8/mo.</b>	<b>\$4/mo.</b>
• 100 Messages	<b>\$5/mo.</b>	<b>\$2.50/mo.</b>
• Casual/Additional Messages: 10¢ per message		

Unless a Sprint PCS Vision Pack is selected, SMS Voice Messages (sent or received) will incur an additional data usage charge of 1¢ per kilobyte.

Sprint PCS Ready Link <sup>SM</sup> :	Primary Line	Each Shared Line
	<b>\$10/mo.</b>	<b>\$5/mo.</b>

Sprint PCS Ready Link lets you enjoy quick, two-way, "walkie-talkie-style" communication across the Nationwide Sprint PCS Network.

Try a Sprint PCS Vision Pack, Sprint PCS Ready Link, or your choice of SMS Messaging options.

**Free**

**Free for the first month.**

After one month, pay the regular monthly charge. Unless a Sprint PCS Vision Pack is selected, SMS Voice Messages (sent or received) will incur an additional data usage charge of 1¢ per kilobyte.



### Connection Card

Perfect for people who use a Sprint PCS Connection Card<sup>SM</sup> with their laptops and PDAs.

Connection Card Usage	Monthly Rate*
40MB	<b>\$39<sup>SM</sup></b>
Unlimited	<b>\$79<sup>SM</sup></b>

- Unlimited usage for the first month (after one month, use the MB included in your plan)
- Additional kilobytes \$0.001/KB
- Calls made on Sprint PCS Connection Cards<sup>SM</sup> with voice capability will incur a charge of 20¢ per calling minute.
- One-year subscriber agreement required.

### Phone used as a modem

Perfect for people who use their Sprint PCS phone as a modem.

Data Usage	Monthly Rate*
40MB	<b>\$25</b>

- Unlimited usage for the first month (after one month, use the MB included in your plan)
- Additional kilobytes \$0.001/KB
- One-year subscriber agreement required.

\*Rates exclude taxes & Sprint Fees (including USF charge of up to 2.33% that varies quarterly, cost recovery fees of \$.55 per line & state/local fees that vary by area). Sprint Fees are not taxes or gov't-required charges. See page 14 for full terms and conditions.



## ADDITIONAL SERVICES

**Directory Assistance** **\$1.25 per call**  
 Assistance that goes beyond providing a phone number. Just dial 411 from your Sprint PCS phone to get dinner reservations, movie listings, driving directions and more. (Airtime charges apply)

**Sprint PCS Total Equipment Protection** **\$6/mo. per phone**  
 Sprint PCS Total Equipment Protection gives you the combined coverage offered by the Sprint Equipment Service and Repair Program and the Sprint PCS Equipment Replacement Program in one complete package. Your Sprint PCS Phone or Smart Device is insured against loss, theft, or accidental damage and covered for mechanical or electrical problems. You'll be able to have a replacement in your hand quickly. Replacement equipment may be reconditioned.

Sprint PCS Total Equipment Protection is your best equipment protection value. However, you may sign up separately for the Sprint Equipment Service and Repair Program for \$3/mo. or the Sprint PCS Equipment Replacement Program for \$4/mo.

**Sprint PCS International™** **Primary Line \$4/mo.**  
 Take advantage of low per-minute international calling rates to countries around the world anytime while on the Nationwide Sprint PCS Network, including: **Each Shared Line \$2/mo.**

- > UK for 6¢/min.
  - > France, Germany, Spain, Italy and Japan for 7¢/min.
  - > Canada for 20¢/min.
  - > South Korea for 8¢/min.
  - > Mexico for just 9¢/min.
- Now in Mexico, roam for only 50¢/min.

**Sprint PCS Call Canada™** **Primary Line \$7/mo.**  
 All the low per-minute rates included in Sprint PCS International.

Plus, call anywhere in Canada anytime for 9¢/min. while on the Nationwide Sprint PCS Network. **Each Shared Line \$3.50/mo.**

For a list of countries included in these calling options, visit [www.sprint.com/pcsinternationalrates](http://www.sprint.com/pcsinternationalrates). When calling outside the U.S. to other wireless devices, a mobile termination fee may apply.

### Sprint Spending Limit Program

The Sprint Spending Limit Program is different from other wireless competitors' prepaid plans and their high prepaid rates.

You can choose any Sprint PCS phone, select any Sprint PCS service plan and have the flexibility of six easy ways to pay your invoice. A transaction fee applies to certain payment methods.

When you participate in the Sprint Spending Limit Program, your account has an account spending limit. If you exceed your limit or your account falls out of good standing, your service may be disconnected. Service will remain interrupted until the past-due balance and/or amount over the limit is paid and posted to your account.

All prices exclude taxes and Sprint Fees. Service plan-attachable options and stated prices subject to change if not selected by 11/12/05.

**Sprint PCS Roadside Rescue** **Primary Line \$4/mo.**  
 Get roadside assistance 24 hours a day, 7 days a week, anywhere in the U.S., Puerto Rico, the U.S. Virgin Islands and Canada. Sprint PCS phone must be present. **Each Shared Line \$2/mo.**

**Sprint PCS Voice Command™** **Primary Line \$5/mo.**  
 Experience the convenience and power of dialing with your voice on any Sprint PCS phone. Store up to 2,500 numbers. Also, listen to email, news, weather, sports and much more with Sprint PCS Voice Command. **Each Shared Line \$2.50/mo.**



Try Roadside Rescue and Sprint PCS Voice Command™ **Free for the first month.**

After one month, pay the regular monthly charge.

## Services For Your Home

**Sprint Unlimited at Home™** **\$15/mo.\*\***

This low monthly rate allows for unlimited domestic long-distance calling from your home phone on:

- State-to-state calls
- In-state calls
- Local toll calls (where available)

Save even more money with Sprint Unlimited at Home with International Calling for \$18 per month. Get the same great benefits of Sprint Unlimited at Home, plus discounted per-minute rates on international calls.

**Sprint 50 at Home™\*\*\***

Receive up to 50 Bonus Minutes of long-distance calling on your home phone every month! Minutes may be used on in-state, state-to-state and local toll calls (where available) 24 hours a day, 7 days a week. For additional minutes, you'll pay only \$.07 a minute anytime on state-to-state residential long-distance calls. You're eligible for as long as you remain a customer of both Sprint PCS Service and Sprint Long Distance. For just \$3 per month, Sprint 50 at Home with International Savings gives you low rates on international calls.

\*\*Prices exclude taxes and Sprint surcharges (including a Carrier Universal Service charge of 10.2% which may vary by month and a Carrier Cost Recovery surcharge of 99¢ and certain in-state surcharges).

**SUBSCRIBER AGREEMENT  
FOR SPRINT PCS CUSTOMERS**

The Subscriber Agreement for Sprint PCS Customers ("Agreement") is your Agreement for Sprint PCS Service and includes the terms of your service plan and the most recent Sprint PCS Terms and Conditions of Service ("Ts and Cs") — carefully read these terms which include, among other things, a MANDATORY ARBITRATION of disputes provision. A copy of the Ts and Cs comes with your phone, and is also available at Sprint Stores, www.sprintpcs.com, or through our Customer Service Solutions department.

**Term Agreements:** If your Agreement requires you to keep a phone active/maintain a line of service for a minimum Term, the Term begins on the phone activation date; for customers changing service plans, the Term begins when the new service plan is selected. You may terminate any line of service before its Term ends by calling \*2, however you will be responsible for an EARLY TERMINATION FEE of \$150 ("Fee") for each line of service terminated early. You do not have to pay the Fee if you terminate under our return policy or where the Ts and Cs allow you to do so without the Fee. Payment of the Fee does not satisfy other outstanding obligations owed to us, including maintaining Term Commitments on other lines of service, or service or equipment-related charges.

**Service Provisions:** Service plans, customizable/upgrade options and special offers are available from 09/01/05 to 11/12/05, and may not be available everywhere or combinable with certain other promotions/options. Coverage is not available everywhere. See our mapping brochure for approximate outdoor coverage information. Sprint PCS Service Plans are subject to credit approval. Taxes, surcharges (including a USF charge which may change monthly — 2.33% as of the print date of this brochure — and cost recovery fees of \$.55) or other fees which vary by market, not included. Surcharges and fees are not taxes or government required charges. Call 1-866-770-6690 for the up-to-date amount of the USF charge and information on cost recovery charges. A \$36 phone activation fee applies to new activations, certain service plan changes or upgrades of equipment. A deposit of up to \$500 may be required to establish service. Service requires a phone compatible with our network. Monthly service charges are not refundable if service is terminated before your billing cycle ends.

**Basic Services:** All phone usage, including incoming and outgoing calls, incur charges unless specified otherwise by plan type. Unused plan minutes do not carry forward. Except with certain plans, included plan minutes are not good for local or long-distance off-network roaming calls. International roaming rates will vary. On a call that crosses time periods, minutes are deducted or charged based on the call start time. Calls are rounded up to the next whole minute.

**Sprint PCS Vision Services:** Services require a Sprint PCS Vision phone or device and are not available while roaming off the Nationwide Sprint PCS Network. Data usage is calculated on a per kilobyte basis and is rounded up to the next whole kilobyte. Rounding occurs at the end of each session or each clock hour and, at that time, we will deduct accumulated data usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your phone/device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. In certain instances, we may delete premium and non-premium items downloaded to available storage areas (e.g., personal vault), including any pictures, games, ringtones or screen savers. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used.

**Premium Services** (games, ringtones, etc.) priced separately.

**PROMOTIONS, OPTIONS AND OTHER PROVISIONS**

**Sprint PCS Vision:** Not available where use is in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Sprint PCS Vision Packs are not available: (1) with any other device used in connection with a computer or PDA — including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories; and (2) with Bluetooth Sprint PCS Vision phones used as a modem in connection with other devices. Sprint reserves the right to deny or to terminate service without notice for any misuse. Credits for Premium Services do not carry forward and are not available for use with all services. Sprint PCS Vision — Data Usage Only is available for use with connection cards and PDAs, but is not available for use with BlackBerry devices.

**Roaming-Included Plans:** Not available with single-band or digital-mode-only phones, or to customers residing in an area not covered by the Nationwide Sprint PCS Network. Sprint may terminate service if a majority of minutes in a given month are used while roaming off the Nationwide Sprint PCS Network. International calling including in Canada & Mexico, not included. Usage in Expanded Voice Coverage areas may, in some instances, be invoiced after 30-60 days. When calling from Expanded Voice Coverage Areas: (a) Sprint PCS Vision and Sprint Mobile to Mobile services are not available; and (b) certain calling features (voicemail, Caller ID, call waiting, etc.) may not work.

**Sprint PCS Add-a-Phone:** Requires a minimum two-year Term agreement for each phone/line of service added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term commitment end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line must move to the Primary Line position.

**Sprint Mobile to Mobile:** Sprint Mobile to Mobile is only available on calls placed directly between separate Sprint PCS phones while on the Nationwide Sprint PCS Network (not through voicemail, directory assistance or other indirect methods). Sprint Mobile to Mobile is not available while roaming.

**SMS Messaging:** Unused plan messages do not carry forward. Premium SMS Messages are an additional charge and vary by product. International rates may vary.

**Sprint Voice Command:** Not available while roaming off the Nationwide Sprint PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Sprint PCS Voice Command. Dial "911" on your phone in an emergency. Airtime and applicable long-distance charges begin when you press or activate the TALK or similar key.

**Sprint Total Equipment Protection**

The Sprint Equipment Replacement Program is insurance underwritten by Continental Casualty Company, a CNA company (CNA) and administered by lock\line, LLC (lock\line Insurance Agency, LLC CA Lic.#0D63161), a licensed agent of CNA. There is a \$50 deductible per approved insurance replacement. Sprint Equipment Service and Repair Program is administered by lock\line Warranty Services, LLC or one of its affiliates. See a Sprint PCS Total Equipment Protection brochure for complete terms and conditions of coverage, available at www.sprint.com or any participating Sprint location.

**Roadside Rescue:** Must be with vehicle and have your Sprint PCS phone with you at the time of service. Limit 4 calls per program year (starts when service is added to your account). Allow approximately 72 hours to provision service to your account. Covers light passenger cars & trucks. Excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and in California, the National Automobile Club and Auto Partners Motor Club, Inc. Sprint is not a motor club.

**Sprint PCS International and Sprint PCS Call Canada:** For verification purposes, activation of plan may take approximately 1 to 3 days, additional information may be required during verification process.

**One Month Free Offers:** If you do not wish to continue with the service after the initial free month, you must contact us prior to the billing end date of your second invoice to avoid charges. Additional charges apply for premium content.

**Sprint 14-day Risk-Free Guarantee:** We will refund any activation fee you paid and waive your early termination fee only if, within 14 days of activation, you: (1) return your complete, undamaged Sprint PCS phone with the original retailer's proof of purchase; and (2) request that we deactivate your service. In all instances, you are responsible for all charges based on actual usage (partial monthly service charges, taxes and Sprint surcharges or fees).

**Sprint Spending Limit Program:** In most instances a deposit between \$125 and \$500 applies. We may require a deposit of up to \$1000 in certain instances. A preset account spending limit of between \$125 and \$500 will apply — ask the specific amount. We may limit the number of phones you can activate on your account. Monthly service plan charges accrue even if your service is turned off, when you exceed your spending limit or in instances of nonpayment. Roaming usage may be invoiced after 30 - 60 days.

**SERVICES FOR YOUR HOME PHONE**

Services are not for your wireless phone. Available to new Sprint long-distance customers with a Sprint PCS account in good standing. Subject to credit. For domestic residential, direct-dial calling from your home phone. Requires that you switch your long-distance and local toll (where available) service to Sprint. International, directory assistance, operator-assisted and toll-free/calling card call rates excluded. All rates and terms are subject to change. Additional restrictions apply. Call 888-823-4666 or visit www.sprint.com/ratesandconditions for full rates, terms & conditions. **Sprint Unlimited at Home:** For state-to-state, local toll (where available) and in-state calling. With reasonable notice, Sprint reserves the right to terminate or change your plan if you no longer qualify. Depending on your billing cycle, your first invoice may include a partial monthly fee and standard monthly fee billed in advance. Limit 1 line per account.

**Sprint 50 at Home:** For state-to-state, local toll (except in Florida), and in-state calling. Minutes are prorated on first and last invoices. Unused minutes do not carry over to the next month. Additional state-to-state minutes are \$0.07 each — additional local toll and in-state minute rates will vary. If you no longer qualify for this plan, you will be changed to Sprint 7c Anytime — \$5.95 monthly service charge, with per minute state-to-state, local toll & in-state rates that vary. Limit 4 lines per account.

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## 14 Day Risk Free Guarantee:

Try Sprint risk free for 14 days.\*\* If you're not completely satisfied with the Nationwide Sprint PCS Network, your service or phone, simply return your phone and deactivate service within 14 days. We'll refund your activation fee and waive your early termination fee, and you will only be responsible for charges based on your actual usage.

\*\*May vary by state.

CALL 800-Sprint-1 CLICK [Sprint.com](http://Sprint.com) GO to the nearest Sprint Store



# New Rate Plans: 9/15

Sprint<sup>®</sup>

**A new set of Fair & Flexible America Rate Plans with lower entry points will launch September 15<sup>th</sup>:**

<b>\$29.99 / 200</b>			
Anytime Minutes	With Nights Starting at		
	9pm	7pm	6pm
0 - 200	\$29.99	\$34.99	\$39.99
201 - 700	\$5 for every 50 minutes		
Above 700, additional anytime minutes are only \$.10 each			

<b>\$34.99 / 400</b>			
Anytime Minutes	With Nights Starting at		
	9pm	7pm	6pm
0 - 400	\$34.99	\$39.99	\$44.99
401 - 900	\$5 for every 50 minutes		
Above 900, additional anytime minutes are only \$.10 each			

<b>\$55.99 / 1000</b>			
Anytime Minutes	With Nights Starting at		
	9pm	7pm	6pm
0 - 1000	\$55.99	\$60.99	\$65.99
1001 - 1500	\$5 for every 50 minutes		
Above 1500, additional anytime minutes are only \$.10 each			

- Plans valid from 9/15 – 11/12/05
- Roaming Option can be attached as the usual practice on F&F America Plans (\$5)
- 2 year agreement required
- Available to both new and existing customers on a proactive basis (i.e. customer wants new plan and asks for info on latest rate plans).
- 2-year contract renewal required for existing customers requesting a plan change to a new F&F plan
- All plans (including the \$29.99/200) will be eligible for the rebate on new activations.
- HUP eligibility will only be allowed for plans starting at \$34.99 and above.