BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF SPRINT COMMUNICATIONS COMPANY L.P. FOR ARBITRATION PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996 TO RESOLVE ISSUES RELATING TO AN INTERCONNECTION AGREEMENT WITH BROOKINGS MUNICIPAL UTILITIES D/B/A SWIFTEL COMMUNICATIONS	Docket No. TC06-176

Rebuttal Testimony of W. James Adkins

On Behalf of Brookings Municipal Utilities D/B/A Swiftel Communications

February 16, 2007

3   Q.   **Please State your Name, Employer, Business Address and Telephone**

4   **number.**

5   A.   My name is W. James Adkins.   I am the Technical and Network Operations

6   Manager of Brookings Municipal Utilities d/b/a Swiftel Communications. My

7   business address is 415 4th Street, Brookings, South Dakota 57006.

8   Q.   **Are you the same W. James Adkins that submitted pre-filed direct testimony**

9   **in this proceeding?**

10   A.   Yes.

11   Q.   **What is the purpose of your rebuttal testimony?**
12
13   A.   To respond to issues raised in the direct testimony of James R. Burt on behalf of

14   Sprint Communications Company L.P. ("Sprint") in this proceeding.

15   Q.   **Have you read the pre-filed direct testimony of Mr. James R. Burt in this**

16   **proceeding?**

17   A.   Yes.

18   Q.   **At page 35 and 36 of his testimony, Mr. Burt states that Swiftel agreed to**

19   **interconnection negotiations and that it is disingenuous for Swiftel to claim**

20   **that Sprint did not seek 251(a) interconnection or that Swiftel did not agree**

21   **to negotiate interconnection terms.   In support of his position, Mr. Burt**

22   **attaches a series of letters between Sprint and Swiftel. How do you respond?**

23   A.   Swiftel does not claim that Sprint did not request interconnection pursuant to

24   section 251(a). However, I disagree with Mr. Burt's interpretation of the letters

1		attached to his testimony. The letters clearly show that Swiftel had questions
2		about the nature of Sprint's request. The purpose of Swiftel's letters was to
3		obtain information and clarification from Sprint concerning its request. I also
4		attach to this testimony as Exhibit 1 additional communications between the
5		parties which demonstrate that Swiftel did not negotiate section 251(a)
6		interconnection and which demonstrate that Swiftel made clear its position that it
7		was not required to negotiate section 251(a) interconnection.
8	Q.	**How does Swiftel respond to Mr. Burt's comments regarding Section 9**
9		**concerning local number portability?**
10	A.	Swiftel believes that it only should be required to comply with the FCC's rules
11		concerning local number portability. Sprint's proposed language in Section 9.1
12		would require Swiftel to comply with NANC guidelines. Because Swiftel does
13		not port numbers now, we do not have any experience with porting numbers or
14		the NANC guidelines. Sprint does not indicate what the guidelines entail or why
15		compliance with any particular guideline is necessary. It is my understanding that
16		NANC guidelines are not mandatory requirements for carriers. In addition, it is
17		my understanding that the guidelines may change in the future. Therefore, at this
18		time, Swiftel has no ability to know what it might be required to do or whether it
19		would be able to comply. It also is my understanding, however, that the
20		guidelines include the time frame within which a number must be ported and that
21		the guidelines specify shorter time frames for porting numbers than the time
22		frames that rural carriers generally are able to comply with. For all of these

1   reasons, Swiftel believes that it should not be required to comply with NANC

2   guidelines.

3   In Section 9.3, Sprint's proposed language states that the Parties will route ported

4   numbers in accordance with Location Routing Number (LRN). This does not

5   appear to be an LNP specific requirement. Rather, it is a number routing

6   requirement. In Swiftel's Suspension Petition, Swiftel asked the Commission to

7   *modify any requirement to route numbers rated as local to locations outside of its*

8   service territory. This is sometimes referred to as virtual NXX. It appears that

9   the language proposed by Sprint is another attempt to require Swiftel to allow

10   virtual NXX.

11   Section 9.4 seems to state that the Parties will be required to implement ports

12   outside of normal business hours and then charge a premium for that service.

13   Swiftel does not generally perform such services outside of normal business hours

14   and we do not have employees on staff to perform such functions. Accordingly, it

15   appears that this section could require Swiftel to hire additional employees or hire

16   employees for additional hours.

17   With respect to Mr. Burt's comments on the Suspension Petition filed by Swiftel,

18   *as shown in that Petition, the cost of implementing LNP is significant.* Further,

19   there are no competitive wireline carriers currently providing local exchange

20   service or authorized to provide local exchange service in Swiftel's service

21   territory. If a wireline carrier is certificated to provide service, Swiftel will

22   implement LNP. However, if no carrier is certificated, there will be no ability for

23   our customers to port numbers. We simply do not want to incur the expense to

1   implement porting, and burden our customers with this cost, if there is no

2   possibility that any customer would be able to port numbers.

3   I also wish to correct Swiftel's proposed language. The current language in the

4   Agreement states that Swiftel would not have to implement intramodal LNP until

5   6 months after a wireline carrier is certificated. That should be changed to 4

6   months.

7 **Q.** **Why didn't Swiftel file its Suspension Petition earlier?**

8 A. When Sprint made its request for LNP, it was not certificated to provide local

9   exchange service in Swiftel's service territory and it had not filed a petition for

10   certification. It was not clear if Sprint would file for certification or when they

11   might do so. Also, Sprint kept extending the negotiation period and, therefore, it

12   was not clear if Sprint intended to go forward with an agreement. The preparation

13   of a Suspension Petition is a very time consuming and costly process. Further, a

14   proceeding at the Commission is very time consuming and costly for Swiftel and

15   the Commission. I believe it was prudent not to devote resources, or use this

16   Commission's resources, for a suspension proceeding until it was clear that it was

17   necessary.

18 **Q.** **How does Swiftel respond to Mr. Burt's comments on Section 15.3**

19   **concerning non-published information and Directory Listings?**

20 A. For purposes of publishing the telephone directory, Swiftel does not want to

21   receive non-published information from Sprint. Mr. Burt states that Sprint does

22   not intend to give Swiftel information regarding Sprint's non-published end users.

1		Sprint, however, asks the Commission to keep its proposed language in Section
2		15.3 as a "safeguard" in the event Swiftel requests non-published information.
3		Mr. Burt's position does not make sense. Since Swiftel does not want to receive
4		the non-published information, and Sprint states it does not intend to give Swiftel
5		this information, the agreement should state that Sprint shall not provide non-
6		published information. This is the language proposed by Swiftel and it addresses
7		Mr. Burt's concern.
8	Q.	**How does Swiftel respond to Mr. Burt's comments on Section 15.5?**
9	A.	It appears that Sprint has not agreed to delete its proposed language that would
10		prohibit Swiftel from assessing charges for directory listings.
11		Swiftel has agreed not to assess a charge for a standard primary listing in the
12		telephone directory. However, Swiftel assesses charges for a number of other
13		directory listings and services based on its price list. Swiftel contends that it
14		should not be required to provide service to Sprint on more favorable terms than
15		those provided to Swiftel's own end users and other carriers. Accordingly, all of
16		Sprint's proposed language in Section 15.5 should be deleted.
17	Q.	**How does Swiftel respond to Mr. Burt's comments on Section 15.9**
18		**concerning Directories?**
19	A.	Mr. Burt states that Sprint is willing to pay just and legitimate charges for
20		directory listings but that it is not willing to pay for the delivery of initial
21		directories. Swiftel's proposed language in Section 15.9 will ensure that
22		telephone directories are provided to Sprint in the same manner as directories are
23		provided to its own customers and all other carriers.

1	Currently, Swiftel does not charge for distribution of the initial directory. Swiftel
2	does charge a rate of $13.60 for each additional directory ordered.
3	However, Swiftel's directory service is not regulated by the Commission and
4	Swiftel has the right to change the fees that it charges for directories as it sees fit.
5	Accordingly, Sprint's suggestion that Swiftel should agree that there will never be
6	a charge for the initial directory should be rejected.
7	**Q.**	**How does Swiftel respond to Mr. Burt's comments on Section 15.12**
8		**concerning audits of the directory listings database?**
9	A.	In his testimony, Mr. Burt states that Sprint wants to be able to audit Swiftel's
10		directory listings database to ensure that Sprint's End Users are correctly listed.
11		Swiftel does not maintain an ongoing directory listings database of its own
12		directory listings or of any other company's directory listings for publication in its
13		directory. Swiftel obtains a snapshot of directory listings from companies prior to
14		publication to be imported into the directory publishing program. Under the
15		agreement, Sprint will provide the information on its end users as it should appear
16		in the directory. The information will be published as provided by Sprint.
17		Accordingly, if Sprint wishes to ensure that the directory information is correct, it
18		should review the information before it is provided to Swiftel.
19	**Q.**	**How does Swiftel respond to Mr. Burt's comments on Section 15.14**
20		**concerning Directory Assistance?**
21	A.	Mr. Burt states that Sprint wants to audit Swiftel's Directory Assistance Database.
22		Swiftel, however, does not maintain a directory assistance database. Rather,
23		Swiftel purchases directory assistance from Express Communications and the

1		database is maintained by LSSi Data and Verizon Directory Assistance.
2		Therefore, Swiftel believes Sprint's proposed language in Section 15.14 should be
3		deleted.
4	**Q.**	**How does Swiftel respond to Mr. Burt's comments on Sections 15.4, 16.1 and**
5		**Swiftel issue 20?**
6	A.	Sprint has agreed to provide network contact information and, therefore, Swiftel
7		agrees that Issue 20 is resolved.
8		Sprint has agreed to include Swiftel's proposed language in Section 15.4 and,
9		therefore, Swiftel agrees that this issue is resolved.
10		Sprint has agreed to remove its proposed language in section 16.1 and, therefore,
11		Swiftel agrees that this issue is resolved.
12	Q.	**Does this conclude your rebuttal testimony?**
13	A.	Yes.