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VIA E-FILING AND FEDERAL EXPRESS

Patty Van Gerpen, Executive Director
South Dakota Public Utilities Commission
Capitol Building
500 East Capitol Avenue
Pierre, SD 57501

Re: Docket TC06-176

Dear Ms. Van Gerpen:

Enclosed herewith is the Response of Brookings Municipal Utilities d/b/a Swiftel Communications and Motion to Dismiss and Opposition to Motion to Consolidate in the above-referenced proceeding. This Response is being filed electronically and via federal express.

Please contact Richard J. Helsper or me if you need any additional information.

Sincerely,

/s/ Mary J. Sisak
Mary J. Sisak

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

| | | |
|---|---|----------|
| In the Matter of Sprint |) | |
| Communications Company L.P.'s |) | |
| Petition for Consolidated Arbitration |) | |
| Pursuant to Section 252(b) of the |) | |
| Communications Act of 1934, as |) | TC06-176 |
| Amended by the Telecommunications |) | |
| Act of 1996, and the Applicable |) | |
| State Laws for Rates, Terms and Conditions |) | |
| Of Interconnection with Brookings Municipal |) | |
| Utilities d/b/a Swiftel Communications |) | |

**RESPONSE OF BROOKINGS MUNICIPAL UTILITIES
D/B/A SWIFTEL COMMUNICATIONS AND MOTION TO DISMISS AND
OPPOSITION TO MOTION TO CONSOLIDATE**

Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel), by its attorneys, hereby responds to the Petition for Arbitration and Request for Consolidation of Sprint Communications Company L.P. (Sprint). Swiftel's response includes its specific response to the issues identified by Sprint in its Petition and additional issues negotiated by the Parties and not included in Sprint's Petition. Swiftel also asks the Commission to dismiss Sprint's Petition with respect to Section 251(a) interconnection as this is not an "open" issue under the Communications Act and, therefore, is not properly part of the arbitration. Finally, Swiftel opposes the Motion to Consolidate filed by Sprint.

Swiftel asks the Commission to accept its proposed agreement language as reflected in the draft agreement attached to Sprint's Petition and this response and to reject Sprint's proposed language in all respects.

I. MOTION TO DISMISS

A. Section 251(a) Interconnection is not Properly Before this Commission (Sprint Issue No. 2)

1. Swiftel is not required to negotiate Section 251(a)

1. Swiftel asks the Commission to dismiss Sprint's Petition with respect to its request for interconnection pursuant to Section 251(a). This includes Sprint's arguments identified in its Petition as Issue 2 (Does the Telecommunications Act authorize the Commission to arbitrate terms and conditions for interconnection obtained under Section 251(a) of the Telecommunications Act ?), Issue 3 (Should the Interconnection Agreement permit the Parties to combine wireless and wireline traffic on interconnection trunks?) and Issue 4 (Should the Interconnection Agreement permit the Parties to combine all traffic subject to reciprocal compensation charges and traffic subject to access charges onto the interconnection trunks?).

2. Sprint argues that the Act authorizes this Commission to arbitrate terms and conditions for interconnection requested under Section 251(a).¹ Sprint is incorrect. Section 252(b) authorizes the Commission to arbitrate "open issues" from the negotiation between the parties.² Sprint's request for interconnection pursuant to Section 251(a) is not an "open issue" from the negotiations. On the contrary, Swiftel is not required by the Act to engage in negotiations subject to arbitration in connection with a 251(a) request and Swiftel specifically refused to engage in such negotiations with Sprint. Accordingly,

¹ Sprint Petition at 16.

² 47 U.S.C. §252(b). See also, *Coserv LLC v. Southwestern Bell Tel. Co.*, 350 F. 3d 482 (5th Cir. Tex. 2003).

there is no issue open from the negotiation concerning 251(a) for the Commission to arbitrate.

3. It is clear that carriers are not required to negotiate a request for Section 251(a) interconnection subject to Section 252 arbitration. The duty to negotiate is found in Section 251(c) of the Act, which states that incumbent local exchange carriers (ILECs) have “[t]he duty to negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection.” The Act specifically does not require ILECs to negotiate the particular terms and conditions of agreements to fulfill the duties in subsection 251(a).

4. In addition, the FCC has found that the general interconnection obligation of section 251(a) “is not implemented through the negotiation and arbitration scheme of section 252.”³ Thus, Swiftel was not required to negotiate Section 251(a) interconnection.

2. Swiftel did not agree to negotiate and did not negotiate Section 251(a) interconnection

5. Contrary to Sprint’s assertion, Swiftel did not negotiate Section 251(a) interconnection with Sprint and Swiftel asserted its right not to negotiate this issue at the beginning of the negotiations. As will be shown, Sprint’s characterization of the negotiation history contained in pages 8 and 9 of its Petition is inaccurate and incomplete, and its assertion that Swiftel did not question the Commission’s authority to arbitrate the Section 251(a) interconnection request until late in the negotiation process is simply

³ *CoreComm Communications, Inc. and Z-Tel Communications, Inc. v. SBC Communications Inc. et al.*, Order on Reconsideration, 19 FCC Rcd 8447, 8454-8455 (2004).

false. Accordingly, the Commission should reject Sprint's apparent suggestion that Swiftel should be precluded from raising this argument.

6. To provide an accurate picture of the negotiations between the Parties, Swiftel has attached to this response copies of additional communications between the Parties omitted from Sprint's Petition. The documents attached at Exhibit 1 show that while Sprint requested negotiation pursuant to letter dated November 9, 2005, Sprint failed to provide information requested by Swiftel needed to analyze its request and it did not take any actions toward negotiation. In fact, Sprint took no action to pursue negotiation until Swiftel inquired in February 2006, as to whether Sprint still wanted to negotiate.

7. Through February and March the Parties and other South Dakota LECs engaged in procedural discussions concerning the possibility of joint negotiations between Sprint and the LECs. On February 27, 2006, counsel for Bridgewater-Canistota and Vivian (BC&V) provided a draft interconnection agreement on behalf of his clients to Sprint.

8. It was in this context that, on March 1, 2006, Swiftel informed Sprint that it would participate in the first joint conference call between Sprint and the LECs and that the agreement provided by BC&V could be the starting point for this call. Contrary to Sprint's contention, however, Swiftel did not agree to use the agreement in the negotiation.⁴ On the contrary, Swiftel specifically stated that it may have changes and modifications to the agreement once Sprint provided the information Swiftel had long ago requested and explained its negotiation request.

9. On March 9, 2006, Sprint provided a red-lined version of the BC&V interconnection agreement to Swiftel, which essentially replaced all of the interconnection provisions suggested by BC&V with the provisions from Sprint's draft

⁴ Sprint Petition at 9.

agreement submitted with its negotiation request in November 2005. Swiftel responded to Sprint's red-lined agreement on April 7, 2006, when it provided its red-line changes to the Sprint agreement. Swiftel also made clear its position that it was not required to negotiate Section 251(a) interconnection and that it did not intend to negotiate this issue.⁵

10. Based on the foregoing, it is clear that Swiftel raised its objection at the beginning of the negotiations. This is confirmed by Sprint in its electronic message to Swiftel dated April 6, 2006, in which Sprint acknowledges that Swiftel had not provided any red-line changes to the agreement or list of issues for negotiation.⁶ Accordingly, Sprint states that it is not sure of Swiftel's approach or its issues. Sprint's claim in the Petition that Swiftel raised its objection "late in the negotiation process," therefore, is contradicted by its own admission. The documents attached to Sprint's Petition also confirm that Swiftel did not negotiate interconnection for Section 252 purposes, but remained willing to interconnect with Sprint to meet its Section 251(a) obligation.

11. The fact that the Parties did not negotiate this issue also is demonstrated by the interconnection agreement attached by Sprint to its Petition. Sprint indicates that Swiftel proposed no interconnection language and this is exactly the case. Swiftel proposed no language and refused to negotiate to preserve its right to do so. Thus, while parties may agree to negotiate issues that they are not required to negotiate, it is clear that Swiftel did not negotiate Section 251(a) interconnection.

12. Because the issue was not negotiated, it cannot be said to be an "open" issue. Accordingly, Sprint's request for arbitration of Section 251(a) interconnection is not properly before this Commission in this proceeding. Therefore, Swiftel asks the

⁵ See, Exhibit 2.

⁶ See, Exhibit 3.

Commission to dismiss this issue and to strike all sections and language in the proposed interconnection agreement concerning 251(a) interconnection, including the following:

1. Sprint's second and third recital clause concerning interconnection;
2. the phrase "interconnect their networks and" in the fourth recital clause;
3. Section 2.10, 2.11, 2.17;
4. Section 3;
5. Section 4;
6. Section 5.1-5.6.2;
7. Section 6.1, 6.2 and 6.4;
8. Section 11; Section 12;
9. Section 13.4, 13.5. 13.6;
10. Schedule I, Pricing, Interconnection Facility charge.

B. Equity Demands that Sprint's Request Be Dismissed

13. Sprint requested Section 251(a) interconnection, which is a general duty to interconnect that applies to all telecommunications carriers. Neither the Act nor the FCC's rules set forth specific requirements on telecommunications carriers, including the duty to negotiate, in connection with Section 251(a) interconnection. Rather, telecommunications carriers who wish to request interconnection subject to negotiation must request interconnection pursuant to Section 251(c) of the Act. In addition to the duty to negotiate, Section 251(c) requires incumbent LECs to provide interconnection in specific ways. For example, pursuant to Section 251(c)(2), incumbent LECs must allow carriers to connect at any technically feasible point on their network and provide interconnection facilities at TELRIC rates. On the other hand, the FCC has found that

Section 251(a) interconnection does not require the provision of facilities at TELRIC rates.⁷

14. It must be noted that Section 251(c) does not apply to Swiftel, a rural telephone company, until this Commission lifts its rural exemption, which requires a finding by the Commission that the request “is not unduly economically burdensome, is technically feasible, and is consistent with Section 254 (other than subsections (b)(7) and (c)(1)(D) thereof.)”⁸ Moreover, even if Swiftel’s rural exemption is lifted, Swiftel would be entitled to ask for a suspension or modification of any Section 251(c) requirement pursuant to Section 252(f) of the Act. It is clear that Sprint’s interconnection request (which includes interconnection at a point beyond Swiftel’s service territory and the use of a single trunk for local and toll traffic) would impose tremendous economic burdens on Swiftel and its end users and cause a significant adverse economic impact on users of telecommunications services generally. Thus, it is unlikely that Swiftel’s rural exemption would be lifted and, even if it was, Swiftel would be able to meet the requirements to obtain a suspension or modification of Sprint’s interconnection request.

15. Thus, it appears that although Sprint seeks the benefits of Section 251(c) interconnection, (and, in fact, it seeks benefits beyond those provided for in Section 251(c)), it specifically did not request interconnection under this section to avoid these issues. Sprint’s request, therefore, must be viewed as nothing more than an attempt to circumvent Swiftel’s rural exemption and to deny Swiftel its right to seek a suspension or

⁷ *Petitions of WorldCom, Inc., Cox Virginia Telcom, Inc., and AT&T Communications of Virginia, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc.*, CC Docket Nos. 00-218, 00-249, and 00-251, Memorandum Opinion and Order, 17 FCC Rcd 27039, 27101 (WB 2002).

⁸ 47 U.S.C. §251(f)(1)(A).

modification of the interconnection requirements. The Commission should not allow Sprint's ploy and should dismiss its proposed interconnection provisions.

16. It also must be noted that, with respect to interconnection for access services, Sprint's request is contrary to Swiftel's interstate and intrastate access tariffs and South Dakota law. Specifically, Swiftel's tariffs govern its provision of access service and it is required to offer such services pursuant to tariff. In addition, this Commission authorized South Dakota Network as a centralized equal access provider in connection with access traffic for the participating rural LECs, including Swiftel. Sprint's proposal would impact this relationship and impose significant costs on Swiftel to the detriment of its end users and the other LECs that rely on SDN for centralized equal access.

17. Finally, there will be no harm to Sprint and no adverse effect on competition or the Act's requirements if the Commission grants Swiftel's Motion. Both Swiftel and Sprint have a duty to interconnect pursuant to Section 251(a), even if there is no interconnection agreement in place between them, and Swiftel has repeatedly offered to interconnect with Sprint. In fact, Swiftel notes that the Parties already are indirectly interconnected through SDN. Swiftel also believes that the Parties are indirectly interconnected through Qwest. Moreover, if Sprint wants to request interconnection subject to negotiation and arbitration, it can re-submit an interconnection request for Section 251(c) interconnection and, if Swiftel's rural exemption is lifted, Swiftel will be required to negotiate such interconnection.

18. However, if the Commission does not dismiss these provisions, then it should allow Swiftel to substantively respond to them as it is clear that they go beyond the requirements of the Act and, in some respects, are unlawful. In addition, the provisions

would impose severe economic burdens on Swiftel and its customers, and affect the rights of third parties, such as SDN. The Commission also should make clear that Swiftel can file a request to suspend or modify Sprint's interconnection request.

II. SWIFTEL'S RESPONSE TO THE ISSUES IN DISPUTE

19. In this section, Swiftel provides its response to the issues in dispute raised by Sprint, as well as additional issues that are in dispute. In considering the various agreement provisions in dispute, Swiftel asks the Commission to remember that Section 251 negotiations are driven by the request made by a party. In this case, Sprint, as a CLEC, requested negotiation of four specific requirements: Section 251(a), and Sections 251(b)(2), (3), and (5). Sprint had the ability to make its request more expansive, but it did not. Further, the time periods for negotiation and arbitration in the Act are all driven by Sprint's request. Accordingly, Swiftel believes that the Agreement should be limited to Sprint's specific request, and Swiftel's proposed language does this.

20. In contrast, although Sprint's request for negotiation was very specific, it has attempted through its proposed language to expand the scope of the agreement to include new issues and new parties. Swiftel asks the Commission to reject Sprint's attempt to do so.

21. An important issue in this proceeding, and one which affects a number of the disputed Agreement provisions, concerns whether Swiftel's customers will be required to subsidize Sprint and its customers. This issue is part of the dispute over the implementation of dialing parity, number portability and reciprocal compensation. Accordingly, Swiftel will file, in the near future, a Petition for Suspension or

Modification (Suspension Petition) of Sections 251(b)(2), (3) and (5), showing how Sprint's proposed resolution of these issues will have a significant adverse economic impact on users of telecommunications services generally and would impose requirements that are unduly economically burdensome. Swiftel also will request an immediate temporary suspension or modification of these sections in order to maintain the status quo until the proceeding examining Swiftel's Suspension Petition is concluded. Swiftel's proposed Agreement language is intended to preserve the status quo pending the outcome of the Suspension Petition proceeding.

22. Swiftel also notes that some of Sprint's proposed provisions are ambiguous. Accordingly, Swiftel reserves the right to comment further on such provisions if and when Sprint's intent becomes clear.

23. Swiftel will address each provision in the Agreement that is in dispute in the order in which it appears in the Agreement.

24. **Issue 1. Recitals-** Swiftel proposes that the Recital section of the Agreement state that the Agreement is limited to the duties found in Sections 251(b) (2), (3) and (5) of the Communications Act. This accurately reflects what Sprint requested in its request for negotiation and what the Parties negotiated. As demonstrated in the Motion to Dismiss, Swiftel is not required to negotiate Section 251(a) interconnection and, in fact, the Parties did not negotiate Section 251(a) interconnection. Therefore, Sprint's second and third recital clause concerning interconnection should be deleted. Also, the phrase "interconnect their networks and" in the fourth recital clause should be deleted. As demonstrated, the Commission only has jurisdiction to resolve issues open

from the negotiation. Because the issue of interconnection was not negotiated, these references should be deleted.

25. **Issue 2. Section 1.1, Scope of Agreement-** In the second sentence of Section 1.1, Sprint proposes that the Agreement should include “third-party Telecommunications Traffic and Traffic subject to access Sprint delivers to ILEC, including CMRS Traffic” and states that all such traffic will be treated as “Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.” Swiftel opposes inclusion of this sentence because it goes beyond the scope of Sprint’s request for negotiation and for the reasons discussed below.

a. An Agreement Cannot Apply to Non-Participating Telecommunications Carriers

26. As an initial matter, Sprint’s proposed language does not even seem to conform with its other requests in the Agreement. Therefore, the language is ambiguous and confusing and should be deleted.

27. In addition, the language would extend this Agreement to unnamed parties, which is contrary to the intent of the Act and general principles of contract law. The undisputed language of Section 2.21 of the Agreement states that Telecommunications Traffic “is as defined in 47 C.F.R. 51.701(b), subject to 251(b)(5)...”. 47 C.F.R. Section 51.701(b) states:

b) Telecommunications traffic. For purposes of this subpart, telecommunications traffic means:

(1) Telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange

access, information access, or exchange services for such access (see FCC 01-131, paragraphs 34, 36, 39, 42-43); or

(2) Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in Sec. 24.202(a) of this chapter.

28. Because Telecommunications Traffic clearly is traffic exchanged with a telecommunications carrier, Sprint's language "third-party Telecommunications Traffic" means telecommunications traffic of a third-party telecommunications carrier. An agreement between unnamed parties cannot be valid.

29. In addition, Sprint's language would require Swiftel to treat third-party Telecommunications Traffic as "Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement." Thus, Sprint's language would require Swiftel to provide to Sprint duties that Swiftel owes to other telecommunications carriers. Sprint and this Commission, however, cannot extinguish the rights of telecommunications carriers that are not a party to this proceeding. Accordingly, if the Commission adopts Sprint's language, any other telecommunications carrier can request Section 251 duties, including reciprocal compensation, from Swiftel separate and apart from this Agreement. The result could be a situation where Sprint claims it is entitled to reciprocal compensation for certain traffic and another carrier claims compensation under a separate agreement for the same traffic. Clearly, this result is contrary to the Act, the principles of contract law, and fairness.

b. The Agreement Cannot Apply to MCC and is Not Limited to MCC

30. Sprint argues in its Petition that the Agreement is intended to accommodate its arrangement with MCC Telephony, Inc. (MCC). This assertion is incorrect. First, the letter dated November 9, 2005 in which Sprint requested negotiation, states that Sprint requests negotiation of specific Act requirements from Swiftel. It claims to be from no other telecommunications carrier. No other telecommunications carrier participated in the negotiation process. And Sprint has not demonstrated at any time during the process that it is authorized to act on behalf of any other telecommunications carrier.

Accordingly, Sprint's attempt to expand the scope of the Agreement to include unnamed telecommunications carriers must be rejected.

31. Second, MCC never requested interconnection from Swiftel and has engaged in no negotiations with Swiftel. This is important because the negotiation process requires the parties to negotiate in good faith—which includes the exchange of information. Similarly, the parties are required to provide information to this Commission through the arbitration process. MCC, however, was not a party to the negotiation and is not a party to the arbitration. Therefore, MCC cannot be a party, named or otherwise, to any Agreement that results from the arbitration. To allow otherwise would deny Swiftel its rights under the Act.

32. Third, the Agreement applies to “third-party Telecommunications Traffic.” Therefore, on its face, the Agreement applies to telecommunications carriers other than MCC.

c. Access Traffic is Not Properly Part of the Agreement

33. Swiftel also disputes Sprint's language that would include “Traffic subject to access Sprint delivers to ILEC, including CMRS Traffic” in the Agreement. This

language should be deleted because it goes beyond Sprint's negotiation request to Swiftel. In addition, the inclusion of "traffic subject to access" in this Agreement is contrary to Swiftel's interstate and intrastate access tariffs.

34. Sprint requested negotiation of Section 251(b)(5), reciprocal compensation. However, Section 251(g) provides that LECs "shall provide exchange access, information access, and exchange services for such access to interexchange carriers and information service providers in accordance with the same equal access and nondiscriminatory interconnection restrictions and obligations (including receipt of compensation) that apply to such carrier on the date immediately preceding the date of enactment of the Telecommunications Act of 1996...". This section has been interpreted as preserving the access charge regime applicable to interexchange carrier services.⁹ Accordingly, "traffic subject to access" is not subject to reciprocal compensation.

35. In addition, Swiftel's provision of access service is governed by its state and federal tariffs and by the Commission and Court decisions in connection with the creation of South Dakota Network, the centralized equal access provider in South Dakota. Accordingly, Sprint's proposed Agreement language is contrary to federal and state law.

d. The Agreement Cannot Include Third-Party Customers

36. Sprint also proposes that the Agreement may be used to provide services to "third-party customers." Swiftel, on the other hand, proposes that the Agreement may be used to provide services to Sprint's "End Users." Sprint does not define "third-party customers" and, therefore, it is not clear what Sprint intends. If Sprint intends "third-party customers" to mean customers of third-party telecommunications carriers, then

⁹ *WorldCom, Inc. v. FCC*, 288 F. 3d 429 (D.C. Cir. 2002).

Sprint's language should be rejected for the same reasons as discussed above. In any event, Sprint's language should be rejected because it is not clear.

37. On the other hand, both Parties propose a definition of "End User." Accordingly, the Commission should adopt Swiftel's proposed language in the first sentence of Section 1.1 and strike the remainder of that section.

38. **Issue 3. Section 1.2.** - Swiftel proposes language that would limit the Agreement to the exchange of Telecommunications Traffic, which is defined as traffic subject to reciprocal compensation. *Swiftel proposes this change because Sprint requested negotiation of Section 251(b)(5), reciprocal compensation.* Pursuant to the undisputed language of the agreement, Telecommunications Traffic means traffic subject to reciprocal compensation. Accordingly, Swiftel's language is in accordance with Sprint's request.

39. Sprint's language, on the other hand, would expand the scope of the Agreement to include traffic other than Telecommunications Traffic. Simply put, Sprint wants to expand the Agreement to include toll traffic subject to access charges. This should be rejected because Sprint did not request negotiation of access traffic and, as demonstrated, Section 251(g) governs such traffic. In addition, the terms and conditions of access service and charges are governed by Swiftel's interstate and intrastate tariffs. Accordingly, the Commission should adopt Swiftel's language.

40. **Issue 4. Section 1.7-** Swiftel proposes the addition of language to make it clear that the Agreement does not include CMRS traffic, traffic subject to access charges and

VOIP traffic. Swiftel added this language to conform the agreement to Sprint's request for Section 251(b)(2), (3) and (5) as a CLEC.

41. **Issue 5. Section 2.2, Definition of Bill and Keep-** Swiftel proposes a reciprocal compensation rate because there is no evidence that traffic between the parties would be balanced. Accordingly, the definition of Bill and Keep is not necessary.

42. **Issue 6. Section 2.7, Definition of End User-**

In its Petition, Sprint argues that the definition of End User should include "end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services."¹⁰ Sprint goes on to argue that "[n]either the Act nor the FCC's implementing rules or orders limit a Telecommunications Carrier's ability to interconnect to those situations where the Telecommunications Carrier has a retail relationship with the end user customer"¹¹ and states that the FCC "has recognized the existence of a wholesale or third-party market for various network functions or elements by including their existence in its impairment criteria for ILEC unbundling rules."¹² Sprint also points to the FCC's Vonage Order to support its position that the FCC "has recognized and endorsed the need for cooperative relationships among service providers whereby one provides a retail service and another provides PSTN interconnectivity."¹³ Sprint then describes its relationship with MCC and concludes that Swiftel "believes that an interconnection agreement between Sprint and

¹⁰ Sprint Petition at 12.

¹¹ Id.

¹² Id.

¹³ Id. at 12-13.

Swiftel should be limited to the provision of service to benefit Sprint retail end users only and should not be used by Sprint to serve its wholesale customer's end users."¹⁴

43. Sprint's argument entirely misses the mark. Swiftel does not argue that the Agreement cannot apply to wholesale services and, in fact, Swiftel's proposed language of Section 1.1 states that "This Agreement may be used by Sprint to provide retail services or wholesale services to its End Users." Swiftel also does not argue that a Telecommunications Carrier's ability to interconnect is limited to those situations where the Telecommunications Carrier has a retail relationship with the end user customer. Sprint's reference to the FCC's recognition of a wholesale market for unbundled network elements misses the mark because Sprint did not request 251(c) unbundled network elements. And, Sprint's implication that the FCC has endorsed its "cooperative relationship" with MCC is false. On the contrary, there is a pending question before the FCC concerning the interconnection rights and duties between Time Warner, incumbent LECs and Sprint or MCI, which appears very similar to Sprint's alleged relationship with MCC.¹⁵

44. Rather, Swiftel argues that it was not required to negotiate Sprint's request for Section 251(a) interconnection and this issue is not properly part of this arbitration proceeding. Swiftel also argues that this is an Agreement between Parties, which is intended to implement the rights and obligations of those Parties established by the Communications Act. For all of Sprint's allegations concerning its relationship with MCC, the simple fact remains that the only parties to this Agreement and this arbitration

¹⁴ *Id.* at 15.

¹⁵ *In the Matter of Petition of Time Warner Cable for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under 251*, WC Docket No. 06-55. In this proceeding, however, Time Warner alleges it is a VoIP Provider, while MCC is a telecommunications carrier.

are Sprint and Swiftel. Further, MCC, as a telecommunications carrier, has its own rights and obligations under the Act. Thus, Sprint's argument that the definition of End User should include "end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services" is misleading. In actuality, Sprint's argument is that the definition of End User should include end users of other telecommunications carriers. As previously discussed, Swiftel contends that neither Sprint nor this Commission can extinguish the rights of telecommunications carriers that are not a party to this Agreement and arbitration.

45. Accordingly, Swiftel contends that the result Sprint hopes to achieve through its Agreement provisions, including the definition of End User, is contrary to the Act and principles of contract law. Therefore, Sprint's proposed definition, which seeks to define "End User" in conformance with its attempt to apply this Agreement to third party telecommunications carriers and their customers, should be rejected.

46. Swiftel's definition, on the other hand, which attempts to make clear that the Agreement and the benefits and obligations thereunder flow to the Parties, should be adopted.

47. **Issue 7. Section 2.13, Definition of Local Number Portability-** Swiftel proposes that Local Number Portability is as defined by the FCC's rules. As this definition represents the law, Swiftel does not know why Sprint objects to this.

48. **Issue 8. Section 2.15, Definition of Percent Interstate Usage and Section 2.16, Definition of Percent Local Usage** – Swiftel believes that each Party should bill for traffic based on actual usage. Accordingly, these definitions are not necessary.

49. **Issue 9. Section 2.19, Definition of Reciprocal Compensation** – Swiftel proposes that Reciprocal Compensation is as defined by the FCC’s rules and the Act. As this definition represents the law, Swiftel does not know why Sprint objects to this.

50. **Issue 10. Section 2.21, Definition of Telecommunications Traffic** – Swiftel proposes language to make it clear that the Agreement does not apply to CMRS traffic. This conforms the Agreement to Sprint’s request for negotiation.

51. **Issue 11. Section 2.22, Definition of Traffic** – Swiftel proposes that this definition be deleted to conform the Agreement to Sprint’s request for negotiation and to make clear that traffic subject to access charges is not part of this Agreement.

52. **Issue 12. Section 5.6.3** allows each party to inspect the other Party’s development of actual usage. This is necessary to allow the parties to verify the accuracy of billing. Sprint also proposes language concerning the development of usage factors. This language is not necessary because actual traffic measurement should be used for billing purposes.

53. **Issue 13. Section 5.7, Traffic Measurement and Identification** – Swiftel proposes language that comports with SDCL 49-31-109 through 49-31-115 concerning the identification of traffic.

54. **Issue 14. Section 6.3**, Swiftel proposes language to make clear that it is the originating Party’s responsibility to enter into a transiting arrangement if the Party chooses to use an Intermediary Entity. Swiftel opposes Sprint’s proposed language which refers to “the” Intermediary Entity because no Entity is identified as “the” Entity.

55. **Issue 15. Section 7.1.1, Compensation for Telecommunications Traffic** - Swiftel objects to the language concerning interconnection and contends that it should be deleted pursuant to Swiftel’s Motion to Dismiss. Swiftel proposes language to clarify that reciprocal compensation for telecommunications traffic is applied to traffic that originates and terminates at points within Swiftel’s service territory. Swiftel also proposes language that the rate for reciprocal compensation is found in Schedule 1. Swiftel opposes Sprint’s proposal for Bill and Keep.

56. In the near future, Swiftel will file a request for suspension or modification of Section 251(b)(5) to the extent that it would require Swiftel to pay reciprocal compensation on any telecommunications traffic that is routed to an IXC. Accordingly, Swiftel proposes to add the following language to the Agreement:

Swiftel’s obligation to pay reciprocal compensation is modified in accordance with any suspension or modification of reciprocal compensation granted by the Commission pursuant to Section 251(f)(2) of the Act.

57. **Issue 16. Section 7.2, Compensation for Toll Traffic** – Swiftel proposes language to make clear that compensation for traffic subject to access charges shall be based on Swiftel’s applicable tariffs. Sprint’s proposed language to make compensation for such traffic also subject to the Agreement should be deleted.

58. **Issue 17. Section 7.2.2** – Swiftel proposes to delete this section as the identification of traffic is subject to SDCL 49-31-109 through 49-31-115 and this section is unnecessary in light of Swiftel’s proposed language in Section 5.7.

59. **Issue 18. Section 8, Dialing Parity** – Swiftel proposes to add language to make clear that Swiftel’s obligation to provide dialing parity also is determined by any Commission order granting a suspension or modification of Section 251(b)(3) of the Act. This is necessary because Swiftel will seek, in the near future, a suspension or modification of dialing parity. Swiftel proposes that this section be modified as follows:

8.1 Both Parties shall provide local and toll dialing parity in accordance with 47 U.S.C. Section 251(b)(3), applicable rules of the Federal Communications Commission, any state commission and FCC orders or court decisions interpreting those rules, and any suspension or modification of dialing parity granted by the Commission pursuant to Section 251(f)(2) of the Act.

60. **Issue 19. Section 9, Local Number Portability** – Swiftel objects to Sprint’s proposed language concerning LNP for a number of reasons. To the extent CMRS traffic

is included in this Agreement, this Commission has granted Swiftel a suspension of wireline to wireless LNP and the court has stayed enforcement of such LNP for rural carriers like Swiftel. With respect to wireline LNP, Swiftel will file in the near future a Petition for Suspension or Modification (Suspension Petition) pursuant to Section 251(f) of the Act, asking the Commission to suspend or modify wireline LNP. In order to preserve the status quo while the Suspension Petition is pending, Swiftel's language should be adopted in the Agreement. In addition, Swiftel proposes to add the following language to the Agreement:

Swiftel's obligation to implement local number portability is modified in accordance with any suspension or modification of reciprocal compensation granted by the Commission pursuant to Section 251(f)(2) of the Act.

61. **Issue 20. Section 13.3.1** – Swiftel proposes language to identify the network operations contacts for each Party. It is not clear why Sprint opposes this language or refuses to provide its contact information.

62. **Issue 21. Section 14, Office Code Translations** – Swiftel opposes Sprint's language in 14.1 because it appears to be an attempt by Sprint to obtain virtual NXX. Swiftel will file a Suspension Petition requesting a suspension or modification of Section 251(b)(3) of the Act to make clear that Swiftel has no obligation to transport local calls to a distant location. Accordingly, Sprint's proposed language in Section 14.1 should be deleted to maintain the status quo pending the outcome of Swiftel's Suspension Petition.

63. Swiftel also opposes Sprint's proposed sections 14.2 and 14.3. As indicated, Swiftel has a suspension of wireline to wireless LNP and Swiftel will seek a suspension of wireline LNP. Because LNP has not been implemented, Swiftel has no ability to perform the N-1 function and route traffic accordingly. Swiftel's Suspension Petition will include a request to make clear that Swiftel is not required to perform the N-1 function until it becomes LNP capable.

64. **Issue 22. Section 15, Directory Listings and Distribution Services-** Swiftel opposes Sprint's language in Section 15.3. Under this Section, Sprint wants the ability to provide to Swiftel for directory listing purposes information about Sprint End Users who do not want to be listed in the telephone directory. There is no reason for Swiftel to have such information and Swiftel does not want to receive it. It appears that Sprint wants the ability to provide information about its "non-published" end users because it does not want to incur the expense of separating out that information. Rather, it seeks to shift that expense to Swiftel.

65. Swiftel has proposed additional language in Section 15.4 to require Sprint to provide all End User listings for any other operating area it serves that is within Swiftel's directory distribution area at no charge. Swiftel requests this language because its telephone directory is a regional directory that includes operating areas in addition to Swiftel's. This benefits Swiftel's end users and it would benefit Sprint's end users by ensuring that they have access to the most complete listing of telephone numbers. It is not clear why Sprint opposes this language.

66. Swiftel proposes language in Section 15.5 and 15.9 to provide standard primary listings and telephone directories to Sprint and its end users on the same terms that Swiftel provides these services to its own end users. Swiftel opposes Sprint's language because it seeks to obtain preferential treatment for Sprint's end users.

67. Swiftel opposes Section 15.12, proposed by Sprint, because it would require Swiftel to provide to Sprint a list of Sprint's own End Users twice per year. Sprint should know who its End Users are and, therefore, Swiftel should not be required to incur this expense.

68. Swiftel proposes language in Section 15.14 to make clear that the section concerns Directory Assistance or Operator Assistance. Swiftel opposes Sprint's language because it seeks to obtain preferential treatment for Sprint's end users.

69. **Issue 23. Section 16, Master Street Address Guide (MSAG) and 911-** Swiftel opposes Sprint's additional language in Section 16.1. The intent of Sprint's language is unclear. However, it appears that Sprint's proposed language would frustrate the purpose of indemnification.

70. **Issue 24. Section 17, Term of Agreement, Regulatory Approvals and Filing –** Swiftel opposes Sprint's additional language in Section 17.3 because it would allow one party to unilaterally extend the Agreement beyond the term established in Section 17.2.

71. Swiftel proposes the addition of Section 17.5 to make clear that either Party may terminate the Agreement for cause.

72. **Issue 25. Section 20, Force Majeure-** Swiftel proposes to add language in Section 20.1 to state that “labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts” as a force majeure event. It is not clear why Sprint opposes this language.

73. Swiftel proposes language in Section 20.4 to make the section apply to both parties. It is not clear why Sprint opposes this language.

74. Swiftel proposes language in Section 20.5 to make it clear that it is in the non-performing Party’s discretion as to whether it will settle any labor dispute.

75. Swiftel objects to the additional language proposed by Sprint in Section 20.6 concerning its “wholesale” customers. It appears that Sprint intends this language to apply to third party carriers. As demonstrated herein, neither Sprint nor this Commission can extinguish the rights of telecommunications carriers that are not a party to this Agreement.

76. **Issue 26. Schedule I, Pricing-** Swiftel proposes a reciprocal compensation rate of \$0.01061 per minute. This rate, based on the Hatfield/HAI (HAI) Model, was developed by Swiftel’s consultant, Martin Group, the nationwide leader of Software, Business Services, and Engineering that address operational and marketplace challenges faced by communications providers. The methodology of the HAI Model is fully consistent with the forward-looking cost principles set forth in the Communications Act.

77. Swiftel proposes that its standard directory distribution charges apply to Sprint. The line item concerning interconnection facilities should be deleted because it concerns interconnection which is not properly part of this arbitration.

78. **Issue 27. Conforming Changes-** Throughout the Agreement, the Parties dispute the inclusion of various terms including, but not limited to End User, Traffic, Telecommunications Traffic and POI based on their disagreement over the definition of various terms or whether the term should be included in the Agreement at all. Based on the resolution of the underlying issue, the use of such words should be conformed throughout the Agreement. (For example, Swiftel argues that the definition of Point of Interconnection (POI) should be deleted pursuant to its Motion to Dismiss. Accordingly, Swiftel contends that POI should be deleted wherever it appears throughout the Agreement).

Response to Sprint's factual allegations not otherwise addressed herein

79. Sprint's statements in paragraphs 1.-5. of its Petition involve legal interpretations which do not require a response.

80. Swiftel is without knowledge as to Sprint's representations in paragraph 6 and, therefore, Swiftel denies same.

81. Swiftel is without knowledge as to Sprint's representations in the first three sentences of paragraph 7 and, therefore, denies same. With respect to the remainder of the paragraph, the Commission's orders speak for themselves.

82. Swiftel does not dispute paragraphs 8 or 9.

83. With respect to paragraph 10., Swiftel represents that its correct name is Brookings Municipal Utilities d/b/a Swiftel Communications, with its principle place of business at 415 Fourth Street, Brookings, SD 57006. Swiftel admits the remainder of the paragraph.

84. With respect to paragraph 11., the name, address and contact information for Swiftel should delete Craig Osvog and add Richard J. Helsper, Glover & Helsper, P.C., 415 8th Street South, Brookings, SD 57006.
85. Swiftel does not dispute paragraph 12. Swiftel disputes the summary of the negotiation history in paragraph 13. as specified in its Motion to Dismiss.
86. Swiftel does not dispute paragraph 14.
87. Swiftel disputes Sprint's characterization of the issues in dispute discussed in paragraphs 15. through 56. as discussed in Section II. of this Response.
88. Swiftel denies all other factual allegations not admitted in this Response.

III. OPPOSITION TO MOTION TO CONSOLIDATE

89. Swiftel opposes Sprint's request to consolidate this case with the pending arbitration between Sprint and Interstate Telecommunications Cooperative, Inc. (ITC). Contrary to Sprint's representation, ITC and Swiftel did not jointly negotiate an agreement with Sprint. On the contrary, Swiftel has no knowledge of the substance of the negotiations between Sprint and ITC and it has no knowledge of ITC's positions in connection with the issues raised by Sprint. Also, to Swiftel's knowledge, there will be no commonality in the witnesses to be presented by Swiftel and ITC. Finally, the cases will be fact specific, both in connection with the Parties' negotiations and the facts and circumstances of each Parties' network and operations. All of these issues support Swiftel's position that the cases should not be consolidated.

90. Swiftel, however, does not oppose scheduling the cases consecutively, to allow Sprint, and the Commission, to take advantage of any efficiency that may be possible through such an arrangement.

IV. CONCLUSION

Based on the foregoing, Swiftel asks the Commission to adopt its proposed language in the Agreement and as reflected herein, and reject Sprint's language.

Respectfully submitted,

A handwritten signature in black ink, reading "Richard J. Helsper / MJB", is written over a horizontal line.

Richard J. Helsper
Glover & Helsper, P.C.
415 8th Street South
Brookings, SD 57006
605-692-7775

Benjamin H. Dickens, Jr.
Mary J. Sisak
Blooston, Mordkofsky, Dickens,
Duffy & Prendergast, LLP
2120 L Street, NW, Suite 300
Washington, DC 20037

Attorneys for Brookings Municipal Utilities d/b/a
Swiftel Communications

Dated: November 13, 2006

EXHIBIT 1



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

December 1, 2005

Jack Weyforth
Sprint
6330 Sprint Parkway
KSOPHA0310- 3b422
Overland Park, KS 66251

Re: Request for Interconnection from Sprint Communications Company L.P.

Dear Mr. Weyforth:

On November 10, 2005, Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) received a "Request for Interconnection" from Sprint Communications Company L.P. (Sprint) seeking negotiation for interconnection as a competitive local exchange carrier pursuant to Section 251(a) and various parts of Section 251 (b), including Section 251(b)(2) concerning number portability, of the Communications Act of 1934, as amended (the Act). Sprint also requests negotiations pursuant to Section 252(b)(1) of the Act, which establishes the arbitration deadlines for compulsory arbitration before this Commission.

The purpose of this letter is to notify Sprint that Swiftel disputes whether Sprint is a local exchange carrier and/or a telecommunications carrier entitled to interconnection pursuant to Section 251(a) and (b) of the Act, in Swiftel's service area. Swiftel raises this issue based on its understanding that local service would be provided over Mediacom Communications Corporation (Mediacom) facilities and that Mediacom, in fact, would be offering service to subscribers. In this case, Swiftel believes that Mediacom would be the telecommunications carrier entitled to interconnection (subject to its receipt from the South Dakota Public Utilities Commission (SDPUC) of authority to provide local services). Swiftel notes that a similar issue was raised in connection with Sprint's efforts to seek interconnection in Nebraska, in which, it is our understanding, the Nebraska commission found that Sprint was not the "telecommunications carrier" entitled to seek interconnection services pursuant to Section 251 of the Act. *See Application No. C-3429, Nebraska Public Service Commission, Findings and Conclusions*, entered September 13, 2005.

Swiftel also questions whether Sprint has complied with the SDPUC's Order in TC96-156. In that Order, the Commission granted Sprint statewide authority to offer local exchange services. The Commission, however, found that before Sprint can provide service in the service area of a rural telephone company, Sprint must "come before the Commission in another proceeding" and show that it would satisfy eligible telecommunications carrier service obligations. To Swiftel's knowledge, Sprint has not complied with this requirement, which also is set forth in ARSD Section 20:10:32:15. Accordingly, Swiftel believes that Sprint is not authorized to provide local service in Swiftel's service area.

In addition, with respect to local number portability, it appears that Sprint has not submitted a valid bona fide request as required by the FCC.

Based on the foregoing, Swiftel believes that it is unclear whether Sprint's request is a valid request for interconnection pursuant to Section 251(a) and (b). Accordingly, Swiftel requests that Sprint provide information concerning its status as a local exchange carrier in Swiftel's service area, the nature of the interconnection services it seeks from Swiftel and its intended use of services, the exchanges in which Sprint plans to operate and the date(s) on which such operation is planned, and its relationship with Mediacom to enable Swiftel to further evaluate Sprint's request.

Sincerely,



W. James Adkins
Technical and Network Operations Manager
Swiftel Communications

Sprint



Together with NEXTEL

Sprint Nextel
6330 Sprint Parkway KSOPHA0310-3B422
Overland Park, KS 66251
Office: (913) 762-4340 Fax: (913) 762-0117

Jack Weyforth
Interconnection Solutions

Via Overnight Courier

December 6, 2005

W. James Adkins
Technical and Operations Manager
City of Brookings Utilities, Telephone Division
d/b/a Swiftel Communications
415 South 4th Street
PO Box 588
Brookings, SD 57006

Dear Mr. Adkins:

The purpose of this letter is to respond to your company's letter to Sprint Communications Company LP. In your letter, the status of Sprint Communications Company LP as a "telecommunications carrier" is questioned. To support that position you reference the Nebraska Commission's order. The Nebraska order is now before the Federal District Court. It is important to note that the Nebraska decision involved a different cable partner and different facts than in South Dakota. Unfortunately you did not reference the states that have ruled on this issue favorably. New York, Illinois and Iowa have ruled Sprint is a Telecommunications carrier that is able to request and enter into interconnection agreements with Local Exchange companies and participate in arbitrations to complete such agreements. These rulings were made with the full understanding of the relationship between Sprint and its Cable partners... At this point in time, the South Dakota Public Utilities Commission has not ruled on this issue. Arguing that Sprint is not a Telecommunications carrier is not a valid one to refuse to enter into negotiations since the preponderance of places where it has been arbitrated; Sprint's position has been upheld.

You have also argued that Sprint has not filed for certification in South Dakota. The FCC's rules are very clear that an incumbent ILEC that conditions negotiations on a requesting carrier first obtaining state certifications violates the incumbent ILEC's duty to negotiate in good faith. See Section 47 C.F.R. § 51.301. Even if such condition was appropriate, which it is not, you have noted in your letter, Sprint has been granted statewide authority to offer local exchange services under Commission Order in TC96-156. Sprint fully understands its certification obligations in the state of South Dakota and will fulfill them. We find this issue no reason for refusing to negotiate an interconnection agreement.

Sprint Communications Company LP again requests that your company honor Sprint's request to negotiate an interconnection agreement and begin negotiations of a mutually acceptable interconnection agreement.

Sincerely,


Jack Weyforth

Cc: Sheryl Cronenwett, Sprint Communications Company LP



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

December 14, 2005

Via Overnight Courier

Jack Weyforth
Sprint
6330 Sprint Parkway
KSOPHA0310- 3b422
Overland Park, KS 66251

Re: Request for Interconnection from Sprint Communications Company L.P.

Dear Mr. Weyforth:

Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) has received your letter dated December 6, 2005, concerning Sprint Communications Company L.P.'s (Sprint) request for negotiation of an interconnection agreement as a competitive local exchange carrier pursuant to Section 251(a) and various parts of Section 251(b) of the Communications Act of 1934, as amended (the Act).

In your letter you imply that Swiftel has refused to negotiate an interconnection agreement with Sprint. This is not the case. Rather, in our letter dated December 1, 2005, we asked Sprint to provide certain information concerning its interconnection request. Specifically, Swiftel asked Sprint to provide information concerning its status as a local exchange carrier in Swiftel's service area, the nature of the interconnection services it seeks from Swiftel and its intended use of services, the exchanges in which Sprint plans to operate and the date(s) on which such operation is planned, and its relationship with Mediacom Communications Corporation. Sprint's apparent refusal to provide the requested information only serves to hinder the negotiation process. Accordingly, Swiftel asks Sprint to reconsider its position and provide the requested information.

Thank you for your attention to this matter.

Sincerely,

W. James Adkins
Technical & Network Operations Mgr.
Swiftel Communications





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

February 3, 2006

Via Overnight Courier

Jack Weyforth
Sprint
6330 Sprint Parkway
KSOPHA0310- 3b422
Overland Park, KS 66251

**Re: Request for Interconnection from Sprint Communications Company
L.P.**

Dear Mr. Weyforth:

By letter dated December 14, 2005, Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) responded to your letter dated December 6, 2005, concerning Sprint Communications Company L.P.'s (Sprint) request for negotiation of an interconnection agreement as a competitive local exchange carrier pursuant to Section 251(a) and various parts of Section 251(b) of the Communications Act of 1934, as amended (the Act). In the letter, Swiftel indicated its willingness to negotiate an interconnection agreement and renewed its request, first raised in my letter dated December 1, 2005, for additional information concerning Sprint's request.

Among other things, Swiftel requested that Sprint provide information concerning the nature of the interconnection services it seeks from Swiftel and its intended use of services, the exchanges in which Sprint plans to operate and the date(s) on which such operation is planned and its relationship, if any, with Mediacom Communications Corporation. This information is necessary to evaluate a number of the provisions in Sprint's draft interconnection agreement including, but not limited to, Section 18. Interconnection, Section 19. Technical Requirements for Interconnection, Section 20. Transit Traffic, Section 21. Intercarrier Compensation, Section 22. Office Code Translations, Section 23. Local Number Portability, Section 25. Directory Listings and Distribution Services, and Section 26. Master Street Address Guide.


To date, Swiftel has not received the requested information, nor has Sprint indicated whether it intends to provide the requested information. Accordingly, Swiftel asks Sprint to inform Swiftel by February 10, 2006, when or whether it intends to provide

any of the requested information. If Sprint does not intend to pursue interconnection at this time, Swiftel asks Sprint to provide a written statement to that effect.

Finally, in your letter dated November 9, 2005, Sprint requested that Swiftel provide a list of Swiftel's switches for which number portability is available, has been requested but is not yet available, or has not yet been requested, in accordance with Section 52.23(b) and (c) of the FCC's rules. As an initial matter, it appears that Section 52.23(b) does not apply because Swiftel is not in the 100 largest Metropolitan Statistical Areas. In any event, Swiftel responds that to date, Swiftel has only received a request for intermodal LNP. (As indicated in Swiftel's letter dated December 1, 2005, Swiftel believes that Sprint has not submitted a valid bona fide request for LNP). Further, the South Dakota Public Utilities Commission (SDPUC) granted Swiftel a suspension of both intermodal and intramodal LNP until December 31, 2005 and, effective as of December 31, 2005, the SDPUC granted an extension of the suspension of intermodal LNP. Accordingly, Swiftel has not implemented LNP. For your information, Swiftel's switch can be identified as BKNGSDXC69G.

If you would like to discuss this matter, please contact me at 605-697-8230. I look forward to your response.

Sincerely,



W. James Adkins
Technical and Network Operations Manager
Swiftel Communications