

**Exhibit 4**

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 TELECOMMUNI- )  
CATIONS ACT OF 1996 TO RESOLVE )  
ISSUES RELATING TO AN INTER- )  
CONNECTION AGREEMENT WITH )  
BROOKINGS MUNICIPAL UTILITIES )  
D/B/A SWIFTEL COMMUNICATIONS )

Docket No. TC06-176

**SPRINT COMMUNICATIONS COMPANY L.P.'S RESPONSE TO BROOKINGS  
MUNICIPAL UTILITIES D/B/A SWIFTEL COMMUNICATIONS FIRST SET OF  
DISCOVERY REQUESTS AND PRODUCTION OF DOCUMENTS**

Pursuant to the A.R.S.D. 20:10:01:22:01 and SDCL §§ 15-6-33, 15-6-34 and 1-6-36, Sprint Communications Company L.P. ("Sprint"), by its attorneys, responds and objects to Brookings Municipal Utilities d/b/a Swiftel Communications' ("Swiftel") First Set of Discovery Requests and Production of Documents (collectively "Data Requests").

**PRELIMINARY STATEMENT**

Sprint makes these responses and objections on the basis of information presently known to it and reserves the right to amend and/or supplement these responses and objections as new facts develop and as new information is obtained subject to the South Dakota Discovery Rules. Further, the following responses and objections are given without prejudice to Sprint's right to produce or rely upon additional evidence at the hearing or in connection with any pre-hearing proceedings to the extent consistent with the South Dakota Discovery Rules.

Response: As of the date of this response, Sprint has identified Jim Burt and Randy Farrar as witnesses in this proceeding. Sprint reserves the right to identify additional witnesses.

2. In Section 1.1 of the Agreement, Sprint proposes language that the Agreement may be used to provide services to “third party customers.” Identify the “third party customers” to whom you refer and define “third party customers.”

Response: MCC of the Midwest, Inc. d/b/a Mediacom (“MCC”). In the case of this agreement, third party customer is MCC which is a cable company.

3. Identify any studies that demonstrate that the telecommunications traffic exchange pursuant to the Agreement will be balanced.

Response: Sprint has no such studies; however, Sprint has no reason to believe the traffic will be out of balance. The business model initially provides services to residential customers and eventually business customers within the Swiftel serving area. The majority of these customers will be existing Swiftel customers.

4. Identify any contracts and billing agreements that you have entered into with any “third party customers.”

Objection: Sprint objects to this request on the grounds that it purports to seek trade secret, proprietary and highly sensitive commercial and competitive information related to Sprint’s contractual arrangements with any party. Sprint further objects on the grounds that the question is vague and ambiguous, overly broad and unduly burdensome, and the information requested is not likely to lead to the discovery of admissible evidence in that the contractual relationship between Sprint and third party is not relevant to the interconnection and compensation arrangements between Sprint and Swiftel.