

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

**IN THE MATTER OF SPRINT COMMUNICATIONS COMPANY L.P.'S PETITION  
FOR AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICE IN CERTAIN  
RURAL AREAS SERVED BY CITY OF BROOKINGS D/B/A SWIFTEL**

**DOCKET TC06-178  
SPRINT'S RESPONSES TO STAFF'S FIRST DATA REQUEST**

- 1-1. SDCL 49-31-69 states in part "*Any telecommunications company seeking to amend or alter its authorized local exchange service territory shall apply for an amended certificate of authority. An application for an amended certificate is subject to the same requirements as an application for an initial certificate.*" Submit the application as required by ARSD 20:10:32.

**Response:** Sprint objects to this request because Sprint believes an amended Certificate of Authority is not required. Sprint's current Certificate of Authority grants Sprint "statewide" authority. No conditions or limitations are placed on Sprint's statewide authority. The Certificate of Authority states only that in order to serve rural areas, Sprint must return to the Commission and demonstrate that it satisfies the eligible telecommunications carrier criteria under Section 214(e) of the federal Act.

Subject to and without waiving Sprint's objection, Sprint provides the following information corresponding to Subsections 7, 8, 10, 12, 13, 14, and 17 of ARSD Section 20:10:32:03. To the extent the Commission determines an application for an amended certificate of authority is required, Sprint requests a waiver of the remaining subsections under ARSD Section 20:10:32:03.

7. *A list and specific description of the types of services the applicant seeks to offer and the means by which the services will be provided, including:*
- a. *Information indicating the classes of customers the applicant intends to serve;*
  - b. *Information indicating the extent to and time-frame by which applicant will provide service through the use of its own facilities, the purchase of unbundled network elements, or resale;*
  - c. *A description of all facilities that the applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers; and*

Exhibit JRB-2

- d. *Information identifying the types of services it seeks authority to provide by reference to the general nature of the service.*

Sprint seeks authority to provide, jointly with MCC Telephony of the Midwest, Inc. ("MCC"), competitive facilities-based local exchange services to residential customers and business customers. Services will be provided through a combination of Sprint and MCC facilities. MCC will provide the "last-mile" facilities to the customer premises utilizing its fiber optic, coaxial or copper transmission facilities and network facilities, as described in MCC's application for Certificate of Authority, Docket No. TC06-188. Sprint will provide the underlying interconnection to the public switched telephone network (PSTN), including all end office switching and other PSTN functionality as described in detail in Sprint's application in this docket.

As described in Sprint's application in this docket, MCC will provide the marketing, customer service, installation, and billing functions directly to the end users, as well as the last-mile facilities to the customer premises. Accordingly, the scope of customers to be served by Sprint mirrors the scope of customers to be served by MCC. In the current application, Sprint is applying only to provide local exchange services in the Brookings exchange to potential customers presently located within MCC's network service coverage area. Sprint is not seeking designation as an eligible telecommunications carrier for the purpose of receiving high cost support.

8. *A service area map or narrative description indicating with particularity the geographic area proposed to be served by the applicant;*

As explained above, Sprint's service area mirrors MCC's service area. Accordingly, Sprint seeks to serve MCC's (or the applicable MCC affiliate's) current cable customers in the Brookings exchange. See MCC's application for Certificate of Authority, Docket No. 06-188.

10. *Information explaining how the applicant will provide customers with access to emergency services such as 911 or enhanced 911, operator services, interexchange services, directory assistance, and telecommunications relay services;*

Sprint will utilize its Nortel Class 4 (end office) switch in Kansas City, MO (CLLI: KSCYMOEC2GT) to perform the end office switching function necessary to identify the call type being processed and direct it to the proper trunk group required to complete the call, whether it is 911 / E911, operator service, interexchange, directory assistance, or a call requiring telecommunications relay services. Sprint has established a Sonet Ring between its end office and Sprint's Point of Presence (POP) in Sioux Falls, SD. Sprint will utilize its existing

network to complete operator service, interexchange, directory assistance, and telecommunications relay service calls. Sprint currently contracts with a vendor for local directory assistance, as well as local and intraLATA operator services. Sprint provides its own interLATA operator services, as well as the network for Telecommunications Relay Services in South Dakota. When Sprint has certification and interconnection, Sprint will establish two diverse direct trunks to the appropriate Selective Router(s) as required to provision E911 services for the services territories subject to this proceeding.

12. *Information detailing the following matters associated with interconnection to provide proposed local exchange services:*
  - a. *The identity of all local exchange carriers with which the applicant plans to interconnect;*
  - b. *The likely timing of initiation of interconnection service and a statement as to when negotiations for interconnection started or when negotiations are likely to start, and*
  - c. *A copy of any request for interconnection made by the applicant to any local exchange carrier.*

As the Commission is aware, Sprint has filed a petition for arbitration (Docket No. TC06-176) under Section 252 of the federal Act to obtain interconnection with Swiftel in order to implement the jointly provided Sprint/MCC service at issue in this docket. Swiftel is the only local exchange carrier with whom interconnection is sought for the service territory at issue in this docket. The timing of initiation of service will depend upon when the arbitration proceeding is concluded and the Commission approves the arbitrated interconnection agreement. A copy of Sprint's request for interconnection to Swiftel was provided in connection with the arbitration petition.

13. *A tariff or price list indicating the prices, terms, and conditions of each contemplated local service offering.*

In the context of the jointly provided Sprint/MCC service, MCC will be performing all marketing, customer service, and billing functions directly for the end users. Sprint will not bill or collect payment from end users. Accordingly, Sprint will not have a tariff for the jointly provided retail service. (See Exhibit D to MCC's application for Certificate of Authority, Docket No. TC06-188, for MCC's proposed tariff.)

Sprint will, however, file a tariff to enable Sprint to bill and collect access charges from interexchange carriers, as Sprint has responsibility for all intercarrier compensation under the Sprint/MCC business model.

14. *Cost support for rates shown in the company's tariff or price list for rate or price regulated noncompetitive or emerging competitive services.*

As explained above, Sprint will not have a tariff for the jointly provided retail service. Accordingly, this question is not applicable.

17. *A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable.*

Sprint is an authorized interexchange carrier in all 50 states. Sprint is also authorized to provide local exchange services in 48 states (all but Alaska and Maine). In addition, Sprint's affiliate is a nationwide wireless provider.

Sprint has not been denied authorization to provide telecommunications service in any state. Sprint is in good standing with the appropriate regulatory agencies in all states in which Sprint is authorized to provide services.

As Sprint explained in its application in this docket, the Sprint/cable business model is currently operating in 22 states with well over 1 million end user customers being served.

- 1-2. Per 20:10:32:18, please specify and request in writing a waiver of each eligible telecommunications service requirement that Sprint is requesting a waiver for and explain how such a waiver would be consistent with the public interest.

**Response:** As explained above, Sprint's proposed service area mirrors MCC's service area, because MCC owns the last-mile facilities to the customer premises. To the extent that MCC's network service coverage area is less than Swiftel's entire study area, and to the extent the Commission determines that a waiver is therefore required, Sprint requests such a waiver under ARSD 20:10:32:18. Sprint believes such a waiver would be consistent with the public interest, as explained in Question 1-4 below.

- 1-3. Demonstrate how Sprint will provide the service obligations listed in ARSD 20:10:32:10.

**Response:** Sprint will utilize its Nortel Class 4 (end office) switch in Kansas City, MO (CLLI: KSCYMOEC2GT) to perform the end office switching function necessary to identify the call type being processed and direct it to the proper trunk group required to complete the call, whether it is 911 / E911, operator service, interexchange, directory assistance, or a call requiring telecommunications relay services. Sprint has established a Sonet Ring between its end office and Sprint's Point of Presence (POP) in Sioux Falls, SD. Sprint will utilize its existing network to complete operator service, interexchange, directory assistance, and telecommunications relay service calls. Sprint currently contracts with a vendor for local directory assistance, as well as local and intraLATA operator services. Sprint provides its own interLATA operator services, as well as the network for Telecommunications Relay Services in South Dakota. When Sprint has certification and interconnection, Sprint will establish two diverse direct trunks to the appropriate Selective Router(s) as required to provision E911 services for the services territories subject to this proceeding.

Sprint will provide access to the public switched network through interconnection with the incumbent LECs. Sprint will utilize facilities obtained per Sprint's interconnection agreements with the LECs and/or the LECs' Access Tariffs.

Sprint contracts with the Directory provider (LEC or third party vendor) to provide MCC's end users with a local directory and will process all nonpublished service requests received by MCC with the local Directory provider and Directory Assistance data base provider as appropriate, if separate from the local Directory provider.

- 1-4. Provide details on how Sprint's intended service is in the public interest.

**Response:** The service will bring competitive choice through a facilities-based business model chosen by the most likely and most qualified competitor to ILEC service. This will bring benefits to the public in several ways. First, companies in a competitive industry must take steps to attract customers. One main way to do this is to offer lower prices. If competition is sufficiently robust, companies will have to price their services at the economic cost of producing the services. Another strategy used by companies in a competitive industry is to differentiate themselves from their competitors and attract new customers by offering new and innovative services. Third, competitive companies are also quicker to develop and/or deploy new technologies, in order to attract more customers. Thus, Sprint's offering is in the public interest because it will result in lower, cost-based prices, more new and innovative services, and more investment in new technologies.

- 1-5. Provide detailed information on whether the City of Brookings territory can financially support multiple providers.

**Response:** Sprint does not have access to Swiftel's cost studies or financial records, so Sprint is not in a position to speculate on Swiftel's financial viability if Swiftel should be forced to start competing for customers. However, Sprint believes Swiftel's financial condition should not impact this proceeding.

First, nothing in the federal Telecommunications Act guarantees ILECs the right to profitability. The Act requires competition in local markets, subject to certain protections afforded to rural LECs. Even these protections for rural LECs do not shield the rural LECs from competition; rather, they merely limit the degree to which rural LECs are required to make their networks and facilities available to competitors. Notably, Swiftel has not raised the rural exemption in the arbitration proceeding, and it should be prohibited from doing so at this point. The arbitration proceeding is well under way on the substantive interconnection issues, and Swiftel has known since November 10, 2005, when Sprint first requested interconnection with Swiftel, that Sprint intended to compete in its market.

Second, it is common knowledge among the industry that ILECs are motivated to develop new lines of business, such as wireless, broadband internet, video, and new CLEC markets, in anticipation of competitors' entry into their markets. Swiftel, like dozens of ILECs in whose territories Sprint currently operates this business model, should be looking ahead to the entry of competition and should be positioning itself with new products and services. Indeed, Swiftel has taken advantage of the competitive market and has established throughout eastern South Dakota a wireless network that operates under the Sprint name. This wireless network competes with wireline service throughout much of eastern South Dakota.

Finally, to the extent the Commission is concerned about Swiftel being left to serve disproportionately high-cost customers outside MCC's network coverage area, it is Sprint's view that federal and state universal service fund support can adequately and appropriately compensate Swiftel. It should be noted that, as set forth in Sprint's application, Sprint is not seeking ETC designation and does not intend to seek universal service support; thus, entry of Sprint/MCC into the market should not impact the universal service fund.

- 1-6. Regarding paragraph 7 of the petition, has Sprint's business model been implemented in the service territory of any rural telephone company? Provide a listing of all.

**Response:** See attached Exhibit 1-6. The attached list includes implementation of the business model for other cable companies as well as Mediacom, and does not include Tier 2 LEC or RBOC territories.

- 1-7. Provide all state and federal Commission orders where Sprint has either been granted or denied authority to provide telecommunication services in the service territory of a rural telephone company.

**Response:**

- Pennsylvania – See attached order granting Sprint CLEC status for the business model in rural territories.
- Indiana – See attached order expanding Sprint's Certificate of Territorial Authority statewide without restriction. (Note, the RLECs also challenged the business model in an arbitration case, and the Indiana Commission ruled in Sprint's favor. That arbitration order is cited in Sprint's application at paragraph 12.)
- Texas – See attached order terminating rural exemption in rural LEC territory.
- Illinois – See attached order expanding Sprint's Certificate of Authority statewide without restriction. (Note, the RLECs challenged the business model in an arbitration case, and the Illinois Commission ruled in Sprint's favor. That arbitration order is cited in Sprint's application at paragraph 12.)
- Nebraska – see attached NPSC order granting Sprint's application to expand its CLEC status statewide for purposes of the business model. However, in a later Section 252 arbitration case, the NPSC denied Sprint the right to interconnect with a rural LEC for purposes of the business model. (A copy of that arbitration order is attached in response to Question 1-9.) Notably, the exact same business model for which the NPSC denied Sprint interconnection in rural LEC territory is currently operating in the Lincoln metropolitan area. The ILEC in Lincoln voluntarily negotiated an amended interconnection agreement with Sprint, and the NPSC approved that amendment, thus enabling the business model. As a result, consumers in the Lincoln metropolitan area have competitive choices that are not available to rural consumers in Nebraska.
- Iowa - There was no separate CLEC proceeding or rural exemption proceeding. Iowa law requires a CLEC to actively serve some retail end user customers in order to retain CLEC certification. Because Sprint does not bill or provide customer service to end users directly, Sprint did not need, and the Iowa Utilities Board did not require, CLEC status in Iowa for this business model. However, the IUB issued Sprint an "Order in Lieu of Certificate" granting Sprint the ability to obtain numbering resources and all other rights of a certificate holder for purposes of the business model.

A copy of the Order in Lieu of Certificate is attached. (Again, the RLECs in Iowa also challenged the business model in an arbitration case, and the IUB ruled in Sprint's favor. That arbitration order is cited in Sprint's application at paragraph 12.)

- New York – there was no separate proceeding related to Sprint's authorization to operate in rural territories. Instead, the rural LECs challenged the business model in an arbitration case, and the NY Commission ruled in Sprint's favor. This arbitration order is cited in Sprint's application at paragraph 12. (The federal district court for the Western District of New York has affirmed the NY Commission's decision. See Docket No. 05-CV-6502, Decision and Order dated October 30, 2006.)

- 1-8. Paragraph 8 of the petition indicates "the cable telephone service is not 'nomadic'." In docket TC06-046, MCC/Mediacom recognized that it is technically possible to move [customer premises] equipment within the same head end. Explain this discrepancy. How will Sprint handle the movement of customer premise equipment? Explain in full how moving customer premises equipment will affect E911 service.

**Response:** When Sprint said the jointly provided Sprint/MCC service is not "nomadic," Sprint was distinguishing its service from Vonage and other "internet telephony" services. The Sprint/MCC business model does utilize Internet Protocol technology in the provision of service. However, the Sprint/MCC service is a facilities-based service, and unlike Vonage and other "internet telephony" services, the voice signals do not travel over the public internet. Rather, calls travel over a private IP network and the PSTN just like traditional calls.

One of the distinctive features of Vonage and other "internet telephony" services is the customer's ability to utilize the calling device with any broadband connection, no matter where the connection is located (i.e., "nomadic"). In contrast, the Sprint/MCC service is not intended to be mobile. The customer's enabling device (known as an "eMTA") is intended to be fixed at the customer premise. In fact, it is Sprint's understanding that MCC's service agreement with its customers expressly forbids customers from moving the eMTA to another location.

It may be physically possible for a customer to move his or her eMTA to another location, if that other location is within MCC's coverage area and is served by the same cable modem termination system (CMTS), in which case the service may or may not work from that other location. However, the service is clearly not intended to be used that way. As explained above, MCC's service agreement expressly prohibits the customer from moving the eMTA. In addition, it is not clear to Sprint why any customer would be motivated to move the eMTA to another location. If mobility is the customer's goal, the customer has other more convenient and less expensive options available, such as wireless phones or the Vonage-type service.



1-9. Regarding paragraph 12 of the petition, have any federal or state Commissions or Boards ruled against Sprint? If so, please list and provide the Commission or Board order.

**Response:** See attached Nebraska PSC arbitration order.

1-10. Explain how Sprint will satisfy the ETC requirements listed in paragraph 14 of the application.

**Response:** The ETC requirements can be met using the combination of MCC's last mile facilities to the customer premises and Sprint's network. Examples of how various calls will be completed are illustrated in the diagrams attached as Exhibit 1-10 hereto (CONFIDENTIAL).

1-11. Will Sprint's offering be available to all customers throughout the entire Brookings exchange?

**Response:** Because MCC owns the last-mile facilities to the customer premises, and Sprint's service territory mirrors MCC's, MCC rather than Sprint should provide the Commission with this information

1-12. Provide the legal description of the service territory that Sprint is requesting.

**Response:** Because MCC owns the last-mile facilities to the customer premises, and Sprint's service territory mirrors MCC's, MCC rather than Sprint should provide the Commission with this information. See MCC map attached to MCC's application for Certificate of Authority, Docket No. TC06-188.

1-13. Provide more detail information describing all facilities that Sprint will utilize to furnish the proposed local exchange services.

**Response:** Sprint currently has a Point of Presence (POP) in Sioux Falls, SD (CLLI - SXFLSDCOXSX). Sprint will establish facilities between the Sioux Falls POP and the Point of Interconnection (POI) identified after Sprint and Swiftel finalize the interconnection agreement currently being arbitrated in Docket No. TC06-176. In addition, Sprint will utilize its end office switch as described in 1-3 above.

1-14. Describe in detail the specific method and technology Sprint will use in South Dakota to provide E911 services.

**Response:** Sprint's equipment will convert a 911 call from MCC's IP-enabled equipment to a standard switched (TDM) format and utilize the TDM network to deliver a 911 call to the appropriate PSAP. Sprint adheres to the National Emergency Number Association (NENA) Standards and is responsible for establishing the 911 network, including contacting the appropriate PSAPs,

performing testing, and establishing and maintaining the ALI database for MCC under the business model. The method and technology Sprint will utilize in the service territory covered in this docket are the same as what Sprint implemented to launch the business model in the applicable Qwest service territory in South Dakota.

- 1-15. Has Sprint's method of providing E911 services been tested and proven to provide reliable E911 services in accordance with the FCC requirements to the PSAPs. If yes, please provide a summary of test results and how such testing results conform to FCC requirements.

**Response:** Sprint adheres to the National Emergency Number Association (NENA) Standards applicable to the method and technology utilized by Sprint, a standard wireline circuit switched (TDM) network for the delivery of E911 calls. Sprint adheres to all testing standards established for wireline circuit switched 911 services. Testing is performed with the applicable PSAPs prior to launching service. See response to 1-18 below.

- 1-16. The VoIP 911 Order requires each interconnected VoIP provider to have filed a Compliance Letter with the FCC on or before November 28, 2005, detailing its compliance with the Order. Please provide a copy of Sprint's Compliance Letter with the FCC.

**Response:** Because Sprint does not directly bill and provide service to the end users under this business model, Sprint was not required to, and did not, file such a letter. However, as explained above, Sprint performs all 911 and E911 functions for the jointly provided service.

- 1-17. Provide specific details on any occurrences where Sprint's method did not provide E911 services in accordance with FCC requirements.

**Response:** The Sprint/cable business model is purposely designed and implemented to comply with the applicable FCC requirements everywhere it is operating. No modifications to Sprint's existing systems were necessary to implement the business model in any state.

- 1-18. List all PSAPs in South Dakota that Sprint will connect to regarding this docket. Provide support that these PSAPs are capable of accepting E911 services using an IP-based phone service.

**Response:** The PSAP applicable to this docket is the Brookings Police Department. Sprint utilizes TDM technology which was successfully tested in June 2006 with the Brookings Police Department for two rate centers in the Qwest service territory. Attached hereto as Exhibit 1-18 is the PSAP testing certification Sprint provided to MCC for the Qwest rate centers that utilize the same PSAP that will be utilized for Swiftel. Sprint will complete the same testing for all new rate centers implemented in South Dakota.

1-19. How will Sprint collect and remit 911/E911 fees?

**Response:** Because MCC and not Sprint performs the customer billing function for the end user customers, MCC will collect and remit 911/E911 fees.

1-20. Under this proposed offering, will Sprint be offering a different local calling area than that of the ILEC?

**Response:** No, it is Sprint's intent that the local calling area will be the same as Swiftel's; however, it is unclear to Sprint as to whether "rural Brookings" is in the local calling area of Swiftel or Interstate or both.

1-21. Will Sprint be receiving any switched access revenue as a result from any end-user customers obtain from this offering? If yes, when will Sprint be filing for Commission approval for its switched access rates and tariff pursuant to ARSD 20:10:27, 28 and 29?

**Response:** Under the business model, Sprint is responsible for all intercarrier compensation. This would include billing and collection from IXCs for switched access charges. Sprint will file a tariff in compliance with the Commission's rules to enable Sprint to bill and collect access charges from IXCs. Sprint will file the tariff as soon as reasonably possible based on the outcomes of the CLEC proceedings and the arbitrations.

1-22. Please provide the NXX(s) of the territory (ies) Sprint is requesting to provide service for in this docket.

**Response:** The NXXs applicable to this docket are: 688, 692, 696 and 697.

1-23. Is Sprint willing to become the carrier of last resort if the petition is granted and the incumbent carrier is no longer financially capable of providing service?

**Response:** Because MCC, not Sprint, will bill end users directly under this business model, Sprint believes this question does not apply to Sprint. Also, as Sprint is not seeking ETC designation and will not receive universal service support.

1-24. The "rural Brookings" service territory (area surrounding the Brookings' city limits) served by ITC is not addressed in this docket, only the city of Brookings. What are Sprint's intentions regarding rural Brookings? Please see the attached territory map for territory boundaries.

**Response:** Because MCC owns the last-mile facilities to the customer premises, and Sprint's service territory mirrors MCC's, MCC rather than Sprint

should provide the Commission with this information. However, in this proceeding Sprint has only sought authority in Swiftel's service area.

1-25. Please advise if Sprint is interested in proceeding if the territory waiver request is not granted and Sprint is required to provide service to the entire Brookings exchange.

**Response:** Because MCC owns the last-mile facilities to the customer premises, and Sprint's service territory mirrors MCC's, MCC rather than Sprint should provide the Commission with this information. To be clear, Sprint would not proceed without MCC. In any case, if this territory waiver is not granted, a reasonable build out time should be granted for MCC to cover the Brookings exchange.

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

**IN THE MATTER OF SPRINT COMMUNICATIONS COMPANY L.P.'S PETITION  
FOR AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICE IN THE  
EXCHANGES OF BROOKINGS, CASTLEWOOD, ELKTON, ESTELLINE, HAYTI,  
LAKE NORDEN AND WHITE**

**DOCKETS TC06-178 AND TC06-180  
STAFF'S SECOND DATA REQUEST  
APRIL 2, 2007**

- 2-1. Please expand your answer to 1-8 to explain the affect on 911 operation if customer premise equipment is moved.

**Response:** As previously explained, it is Sprint's understanding that Mediacom's service agreement expressly forbids customers from moving their enabling device ("eMTA") to another location. If a customer were to move their eMTA, in violation of their service agreement with Mediacom, to another location within Mediacom's coverage area and served by the same cable modem termination system (CMTS), the wrong address would display to the 911 PSAP. If a customer attempted to move their eMTA to a location outside an area served by the same Mediacom CMTS, no calls would get through, including 911 calls.

It is very unlikely a customer would attempt to move their eMTA to another location. As explained previously, the eMTA is intended to be fixed at the customer premise. In order to move it, the customer would have to disconnect at least four connections, including the power source, telephone wire, connection to the computer, and the connection to the wall phone jack. The customer would then have to correctly reconnect these connections at someone else's home where the home has Mediacom service and is served by the same CMTS before potentially having service.

- 2-2. Please provide information to comply with 20:10:32:03 (16).

**Response:** Barring unforeseen events, Sprint expects to be network-ready approximately 6 months after the effective date of the interconnection agreement. Sprint's "plans for meeting the service obligations" as set forth in that subsection are detailed in Sprint's Petition.

- 2-3. Provide the service time frame required by 20:10:32:03 (7b).

**Response:** After network-readiness is achieved, Sprint's role is complete and Mediacom takes over the marketing and all other activities toward market entry.

Sprint cannot speak for Mediacom, but based on past experience, market entry is usually accomplished 2-3 months after network-readiness.

- 2-4. Does Sprint use this type of business model to serve communities with populations of 700 or less in other states? What is the smallest community served with this type of business model?

**Response:** Sprint cannot identify specific communities and the number of Mediacom households passed in those communities, as this is confidential and proprietary information of Mediacom. However, Sprint's data indicates implementation of the Sprint/Mediacom business model in small markets as follows, including Missouri, Florida, Minnesota, Illinois, Georgia, Indiana, North Carolina, Alabama, Wisconsin, Iowa, and Kentucky:

Households passed In the rate center	Number of rate centers implemented
400 – 500	33
300 – 399	41
200 – 299	39
100 – 199	32
0 – 99	49

- 2-5. Please explain your interpretation of "geographic area" as used in ARSD 20:10:32:15. Please provide any legal authority to support your definition.

**Response:** ARSD 20:10:32:15 provides in relevant part that "[t]hese service requirements shall be imposed on the alternative local service provider throughout a geographic area **as determined by the commission**, unless a waiver is granted pursuant to. . . ." (emphasis added.)

As explained in Sprint's petition, Sprint is not seeking ETC status and therefore will not collect any federal Universal Service Fund support. Sprint is required to demonstrate satisfaction of the 214(e) criteria solely for the purpose of getting certified to provide service in the rural LEC territories of Swiftel and Interstate. Therefore, there is no reason why Sprint should be required to serve throughout Swiftel's and Interstate's entire service territory. The rule clearly states that the Commission can determine the geographic area; then the alternative service provider is required to serve throughout that Commission-determined area.

Sprint is requesting the Commission determine that Sprint's geographic area is defined by and consists of the exact same territory as Mediacom's footprint. As explained in detail in Sprint's petition, under the Sprint/Mediacom business model Mediacom has the last-mile facilities to customer premises. Sprint does not have any last-mile facilities; rather, Sprint provides the switching and underlying network

functionality. Because it is a jointly-provided service with each carrier providing different pieces of the complete service, Sprint and Mediacom serve the same area.

2-1. Additionally, you requested a waiver from service throughout the "geographic area" above. Specify areas you will not serve and why?


**Response:** As explained above, Sprint does not believe a waiver is required because ARSD 20:10:32:15 allows the Commission to determine the geographic area. The Commission can and should determine that Sprint's geographic area consists of the exact same territory as Mediacom's footprint, in which case Sprint will, by definition, be serving throughout the entire "geographic area" determined by the Commission, and there is no need for a waiver.

Sprint requests a waiver only if the Commission believes that such a waiver is necessary due to the fact that Mediacom's footprint (and thus Sprint's requested "geographic area") does not exactly correspond to Swiftel's and Interstate's territory, in which case the waiver is requested for any and all Swiftel and Interstate territory that is not covered by Mediacom's footprint.

2-2. Please provide as an ongoing request to copy Commission Staff on all data responses and agreements with intervenors.

**Response:** Sprint agrees to provide copies to Commission Staff at the same time responses are provided to the intervenors.

Dated this 21<sup>st</sup> day of May, 2008.



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## CERTIFICATE OF SERVICE

The undersigned certifies that on this 21 day of May 2008, a copy of the foregoing was served electronically to:

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