

BEFORE THE SOUTH DAKOTA
OFFICE OF HEARING EXAMINERS

)	Docket Nos.
)	
In the Matter of the Petitions of Armour Independent Telephone Company, Bridgewater-Canistota Telephone Company, Golden West Telecommunications Cooperative, Inc., Kadoka Telephone Company, Sioux Valley Telephone Company, Union Telephone Company, and Vivian Telephone Company (collectively the "Golden West Companies") for Arbitration Pursuant to the Telecommunications Act of 1996 to Resolve Issues Relating to Interconnection Agreements with WWC License L.L.C. ("Western Wireless").)	TC06-036
)	TC06-037
)	TC06-038
)	TC06-039
)	TC06-040
)	TC06-041
)	TC06-042

AFFIDAVIT OF RONALD WILLIAMS IN SUPPORT OF
MOTION TO RECONSIDER DISMISSAL OF SELECT ISSUES

STATE OF Washington)
)
COUNTY OF King)

Ronald Williams, being first duly sworn upon oath, deposes and states as follows:

- I am the Vice President of Interconnection and Compliance with Alltel Communications.
- WWC License LLC (hereinafter "WWC") is a wholly-owned subsidiary of Alltel. WWC was acquired by Alltel in 2005 as part of its purchase of Western Wireless Corporation.
- Attached as Exhibit A to Mr. Davis's Affidavit dated September 13, 2006, is an email string that constitutes the written communications between the parties after Alltel sent the Golden West Companies a request for negotiations on October 21, 2005. A copy of the exhibit is attached hereto as Exhibit A.
- After the Golden West Companies sent a draft copy of their proposed Interconnection Agreement, there was no discussion on the specific terms or language of the Interconnection

Agreement and Alltel never agreed to any of the terms or language of the Interconnection Agreement.

5. During the conversations and communications with representatives of the Golden West Companies, there was never an agreement to any terms or conditions of a new Interconnection Agreement. I agree with the statement of Denny Law in his Prefiled Testimony, P.6, Lns 4-5 that "Negotiations between the parties did not result in an agreement on the terms and the conditions of new interconnection agreements."

6. In my email of March 20, 2006, I raised the issue of what should be the appropriate interMTA factors and rate for the Interconnection Agreement. That email discusses interMTA issues in the fifth paragraph. The second sentence of that paragraph states: "For a new agreement, we are willing to negotiate both factors and applicable rate for interMTA traffic."

7. The parties' last Interconnection Agreement provided for net billing on reciprocal compensation. Net billing occurs when money for delivered traffic is due both parties but only one party bills and a credit against the bill is given for the traffic delivered to the other party.

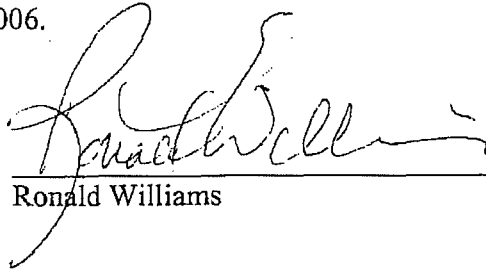
8. When raising an interMTA factor in the email string attached to Mr. Davis's September Affidavit, I was considering what factor would be appropriate in a net billing scenario.

9. Under circumstances where tandem switching rate elements are considered, they are always considered as an integral part of reciprocal compensation rate setting. Setting of the reciprocal compensation rate is issue one of Golden West's Petition. Alltel's interest in highlighting this component of reciprocal compensation rates is to assert its right to receive any tandem compensation rate component of reciprocal compensation under the provisions of 47 C.F.R. 51.711(a)(3).

10. Alltel never agreed to any of the terms or language of the Golden West's proposed Interconnection Agreement. In fact, there were no conversations on the actual language and the language remains open and undecided.

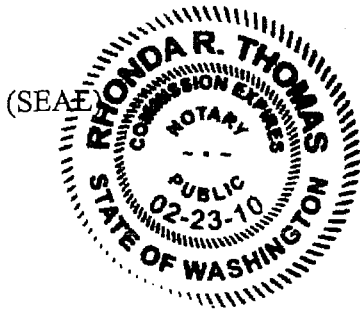
11. The draft Interconnection Agreement attached to the Response of the Petition contained alternative language to the Interconnection Agreement provided by the Golden West Companies.

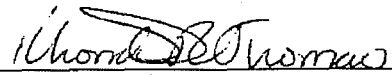
Dated this 29th day of September, 2006.



Ronald Williams

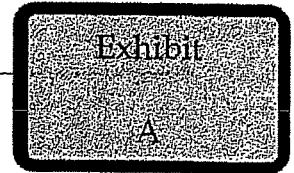
Subscribed and sworn to before me this 29th day of September, 2006.





Notary Public, State of Washington
My commission expires: 2/23/10

Dan Davis



From: Dan Davis
Sent: Monday, March 27, 2006 9:47 AM
To: 'Ron.Williams@alltel.com'
Subject: RE: Golden West Western Wireless ICA

Ron,

It appears that there is some distance between our positions on the issues. It is my understanding that it is your position that all of the issues that you have identified in your recent emails to me must be agreed upon prior to arbitration, as opposed to narrowing the scope of issues by addressing each issue individually and then trying to come to an agreement on an issue by issue basis.

I did want to make you aware that we are running FLEC based cost studies in order to develop FLEC based rates for each Golden West Company to establish transport and termination rates. I will forward those rates to you as soon as they are finalized.

Dan

From: Ron.Williams@alltel.com [mailto:Ron.Williams@alltel.com]
Sent: Wednesday, March 22, 2006 6:10 PM
To: Dan Davis
Subject: RE: Golden West Western Wireless ICA

Dan, see my comments below:

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

From: Dan Davis [mailto:ddavis@telec-consulting.com]
Sent: Wednesday, March 22, 2006 10:30 AM
To: Williams, Ron
Subject: RE: Golden West Western Wireless ICA

Ron,

I may have a better indication on whether we can make progress on the issues you identified if I could quantify how far apart we are on each issue. Addressing the issues identified by you in the order presented in your March 20 email to me, with respect to the traffic factor, do you have a factor in mind to counter the Golden West factors set out in Appendix A to the interconnection agreement so that I can ascertain the relative distance between our positions? As an alternative, if we both agree to measure and bill terminating traffic, this may resolve this issue.

[Williams, Ron] I think we're looking at something closer to 65/35 balance of traffic especially when you consider the impacts of the Atlas 10th circuit decision and the Great Plains federal court decision (still pending appeal decision)

On the issue of direct interconnection, do you have proposed contract language that would allow us to evaluate the effect of your request for "efficient direct interconnection"?

[Williams, Ron] What I would like to do with direct interconnect is identify those points where it is logical for the parties to exchange traffic. With that, we can write contract language that basically says the parties agree to exchange all traffic between their networks using direct connects as the primary route(s). As per my previous email, GW probably has a better sense of what is workable for them. It seems that Wall is

9/13/2006

EXHIBIT A

one logical point and Dell Rapids is another.

For calculating the InterMTA factor, the draft interconnection agreement currently proposes using the results ascertained from the pending docket before the SDPUC on this issue between Golden West and WWC (Alltel). Is your thought to use such finding, but just to freeze the factor on an on-going basis for the term of the agreement along with using a weighted average of interstate and intrastate access rates or specific percentage factors applied to the intrastate and interstate InterMTA MOU?

[Williams, Ron] We would like to establish a mutually agreed interMTA factor and a rate that would be applicable for the term of the agreement (e.g., 10% factor \$.03 rate).

I would like to avoid arbitration or at least narrow the scope of the open issues if possible. If you could respond to the questions I have posed above, or draft some proposed contract language on the issues you presented in your email, we can proceed in quantifying the gaps in positions so that we can determine the likelihood of avoiding arbitration. As the closing of the arbitration window is fast approaching, I would appreciate your response as soon as possible.

Dan Davis

From: Ron.Williams@alltel.com [mailto:Ron.Williams@alltel.com]
Sent: Monday, March 20, 2006 1:10 PM
To: Dan Davis
Subject: RE: Golden West Western Wireless ICA

CONFIDENTIAL NEGOTIATION DOCUMENT

Dan,

Per our call this morning, I have addressed, below, some of what I believe to be the significant issues between the parties. Please provide me some feedback on whether you think we can make progress in any of these areas and what terms GW can offer for resolution:

Scope of Recip Comp Traffic and Traffic factors: This involves establishing a balance of traffic between the parties based on an intraMTA scope for both mobile-to-land and land-to-mobile traffic. The traffic ratios used in the old agreement were largely based on all mobile-to-land traffic compared to only land-to-mobile in an EAS area. We would expect recognition of the expanded calling scope to result in a more balanced traffic factor in any new agreement.

Reciprocal Compensation Rates: We would like to see the rates unified across all the GW companies.

Efficient Direct Interconnection: It appears that the GW companies have taken steps to integrate much of their network functionality such that there are fewer 'aggregation points' within their combined networks. Given the amount of traffic exchanged between Alltel and the GW companies, it would appear that the establishment of efficient direct interconnection points would be of benefit to both companies. We would like to see what GW could come up with as a minimal number of direct connects where the parties could exchange most of their traffic (e.g., we discussed the possibility of Sioux Valley's Dell Rapids switch as a hub to exchange traffic for all of Sioux Valley, Armour, Bridgewater, and Union.

InterMTA Factor, Rate, and Maintenance: This is obviously a big issue between the companies under terms of the old agreement. For a new agreement, we are willing to negotiate both factors and applicable rate for interMTA traffic. However, we are not willing to adopt a factor that will be subject to studies and adjustment through the term of the agreement. In other words, we would like to reach agreement on an interMTA factor that would be fixed through the term of the agreement.

9/13/2006

Type 1 Number Migration and N-1 routing: This continues to be a big issue for our customer base. We need to have control of these numbers. GW also needs to begin abiding by its N-1 routing obligations (they continue to send us 1000's of calls that are destined for numbers that have been ported to other carriers).

Dispute Resolution: The agreement will need to contain a dispute resolution section.

Understand that the above list is not a complete list of all issues that may arise in the context of an arbitration between GW and Alltel. It is, however, a list of material subject matter that should be the focus of our negotiations. If we cannot achieve accommodations on these matters, it is unlikely we can avoid arbitration.

Ron Williams
Alltel Communications, Inc.
425-586-8360

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

From: Dan Davis [mailto:ddavis@telec-consulting.com]
Sent: Monday, March 20, 2006 7:53 AM
To: Williams, Ron
Subject: RE: Golden West Western Wireless ICA

Ron,

I would suggest that we develop a list of potential issues of disagreement so that we can assess how far apart we are and what the likelihood is in reaching any compromises on those issues.

Dan

From: Ron.Williams@alltel.com [mailto:Ron.Williams@alltel.com]
Sent: Friday, March 17, 2006 5:16 PM
To: Dan Davis
Subject: RE: Golden West Western Wireless ICA

Dan,

Per my voicemail, I am interested in talking with you about how to most effectively conduct our negotiations regarding a new interconnection agreement between the Golden West companies and Alltel. Mike Wilson has provided me a status on the negotiations and I do have the draft agreement terms you had provided Mike in February. While I am not necessarily opposed to extending the 'arbitration window' for these negotiations, it would only make sense to do that if both parties have a conviction that a compromise may emerge from further discussions.

Please call me at your earliest convenience to discuss.

Ron Williams
Alltel Communications, Inc.
425-586-8360

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

From: Dan Davis [mailto:ddavis@telec-consulting.com]
Sent: Wednesday, March 15, 2006 2:19 PM
To: Williams, Ron
Subject: Golden West Western Wireless ICA

Ron,

I am contacting you to verify that you and Mike Wilson have discussed the status of

negotiations between the Golden West companies and Western Wireless (Alltel).

On February 23, 2006, I sent to Mike by email a proposed interconnection contract for his review. Based upon my conversation with Mike on March 2nd, he had forwarded a copy of that proposed contract to you for your review. Could you give me a status update on your review of that contract and a date upon which you will send to me any proposed modifications?

Also, based upon the date that Golden West received Mike Wilson's letter of October 21, 2005, requesting negotiations for a new interconnection agreement, I calculate that the arbitration window as established in Section 252 of the Act commenced on March 8, 2006 and continues until April 3, 2006.

Based upon our current status, we propose to stipulate in writing to extend the arbitration window 30 days, in which the Arbitration window will end on May 3, 2006.

Please advise by March 22, 2006 if Western Wireless agrees with the arbitration window extension. If I have not received confirmation by you, we will proceed as needed.

I look forward to hearing from you.

Dan Davis
TELEC Consulting Resources
402-441-4315

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