

**STATE OF SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION**

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In the Matter of the Petition of Brookings  
Municipal Utilities D/B/A Swiftel  
Communications for Suspension or  
Modification of Dialing Parity, Number  
Portability and Reciprocal Compensation  
Obligations.

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Docket No. TC07-007

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**REBUTTAL TESTIMONY OF DAN CALDWELL  
ON BEHALF OF SOUTH DAKOTA NETWORK, LLC**

**August 8, 2008**

1 **I. Background**

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3 **Q1. Please state your name, employer and business address.**

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5 **A.** My name is Dan Caldwell. I am employed with Consortia Consulting, Inc.  
6 (“Consortia”). My business address is 9300 Underwood Avenue, Suite 310,  
7 Omaha, Nebraska, 68114.

8 **Q2. Did you file direct testimony on behalf of South Dakota Network, LLC?**

9 **A.** Yes. I filed direct testimony on behalf of South Dakota Network, LLC on June 6,  
10 2007 in this proceeding.

11 **Q3. Have you read the direct testimony of Mr. Randy G. Farrar on behalf of**  
12 **Sprint?**

13 **A.** Yes.

14 **Q4. What is the purpose of your rebuttal testimony?**

15 **A.** The purpose of my rebuttal testimony is to respond to those portions of Mr.  
16 Farrar’s direct testimony relating to toll dialing parity and SDN’s belief that  
17 Sprint’s proposed Interconnection Agreement and its Petition for Arbitration  
18 propose that Swiftel bypass the established CEA network provided by South  
19 Dakota Network, LLC (“SDN”).

20 **Q5. Does Mr. Farrar’s testimony contradict Sprint’s language in Sprint’s**  
21 **proposed Interconnection Agreement with Swiftel?**

22 Yes, it does. As I will discuss in my response to question 6, Sprint’s language in  
23 its proposed Interconnection Agreement clearly seemed to indicate that it intended  
24 for Swiftel to alter its originating call routing. Yet, on page 12 (lines 6-8) of Mr.  
25 Farrar’s testimony, he states that Swiftel may choose to deliver its originating

1 traffic indirectly through a third party “transit” provider such as SDN. On page 29  
2 (lines 15-18) of Mr. Farrar’s testimony he states that Sprint does not wish to direct  
3 how Swiftel should route its originating traffic. And, on page 30 (line 3), Mr.  
4 Farrar states that Sprint is not asking Swiftel to alter its originating call routing.

5 **Q6. Does Sprint’s Petition for Arbitration with Swiftel support Mr. Farrar’s**  
6 **claim that Sprint’s request does not propose for Swiftel to deliver originating**  
7 **access traffic to Sprint by means of a direct or dedicated interconnection**  
8 **facility, thereby altering Swiftel’s current call routing?**

9 **A.** No, it does not. Based upon Sprint’s Petition for Arbitration for Rates, Terms,  
10 and Conditions of Interconnection with Swiftel, filed on October 16, 2006 and  
11 Sprint’s proposed contract attached to the Petition, it appeared that Sprint  
12 intended for Swiftel to alter the manner in which Swiftel delivers its originating  
13 access traffic to Sprint. In response to unresolved issue 4 in the Petition, Sprint  
14 stated on page 19, that the proposed Interconnection Agreement should allow all  
15 traffic subject to reciprocal compensation charges and all traffic subject to access  
16 charges onto interconnection trunks. In Section 2.11 of Sprint’s proposed  
17 Interconnection Agreement, Sprint defined Interconnection Facility as the  
18 “*dedicated* transport facility used to connect two carriers’ networks” (emphasis  
19 added). In Section 3.1.1.2 of the Interconnection Agreement, Sprint proposed  
20 language that stated that “each Party is individually responsible to provide  
21 facilities to the POI”. In Section 4.1, Sprint proposed language stating that “Each  
22 Party will deliver its Traffic to the POI”. Sprint defines the term Traffic to mean  
23 both Telecommunications Traffic and traffic subject to access charges. Thus,

1 Sprint proposed a dedicated interconnection facility between Swiftel and Sprint  
2 and proposed that Swiftel deliver its Traffic, including traffic subject to access  
3 charges, over the dedicated interconnection facility to the POI. Based upon this  
4 language, it is difficult to interpret Sprint's proposed Interconnection Agreement  
5 in a manner to mean that Sprint was not proposing for Swiftel to alter its routing  
6 of originating access traffic.

7 **Q7. Is SDN satisfied with Mr. Farrar's clarification of Sprint's interconnection**  
8 **request as it relates to Swiftel's originating toll traffic?**

9 A. SDN's primary purpose for intervention in this docket was its concern regarding  
10 the language in Sprint's proposed Interconnection Agreement that required  
11 Swiftel to bypass the CEA network. To the extent the proposed Interconnection  
12 Agreement is altered to explicitly implement Mr. Farrar's clarification that  
13 Swiftel can continue to route its originating access traffic through SDN's network,  
14 SDN would be satisfied with that result.

15 **Q8. Does this conclude your rebuttal testimony?**

16 A. Yes.