
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
TELECOMMUNICATIONS ACT OF 1996 TO
RESOLVE ISSUES RELATING TO AN
INTERCONNECTION AGREEMENT WITH
BROOKINGS MUNICIPAL UTILITIES D/B/A
SWIFTEL COMMUNICATIONS

Docket No. TC06-176

Direct Testimony of W. James Adkins

**On Behalf of Brookings Municipal Utilities D/B/A Swiftel
Communications**

February 2, 2007

**DIRECT PRE-FILED TESTIMONY OF
W. James Adkins**

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Q. What is your name and address?

A. My name is W. James Adkins. My business address is 415 4th Street, Brookings, South Dakota 57006. My business telephone number is 605-692-6211.

Q. By whom are you employed and in what capacity?

A. I am the Technical and Network Operations Manager of Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel). Swiftel is an independent local exchange carrier that provides local exchange, exchange access and other telecommunications services to approximately 12,500 subscriber lines within its South Dakota service territory, which includes the exchange of City of Brookings.

Q. As Technical and Network Operations Manager, briefly explain your job responsibilities.

A. I am responsible for the delivery of the various telecommunications services offered by Swiftel Communications to its customers. Additionally, I perform administrative and supervisory work in planning, organizing, and directing the technical and network operation activities of Swiftel Communications.

Q. What was your role in the negotiations with Sprint?

A. It was my responsibility to review Sprint's request by letter dated November 9, 2005 and to respond to Sprint's request. Swiftel's red-line changes to the agreement provided to Sprint on April 7, 2006, were provided under my direction, along with subsequent proposed changes by Swiftel to the agreement. I was informed by our counsel concerning the progress of the negotiations and was provided with copies of Sprint's proposed changes to the agreement.

1 **Q. When Swiftel entered negotiations with Sprint, who were you negotiating**
2 **with?**

3 A. Based on Sprint's request for negotiation, Swiftel believed it was negotiating with
4 Sprint as a CLEC.

5 **Q. Did Sprint ever provide a request for negotiation as a wireless carrier or**
6 **interexchange carrier?**

7 A. No. Although the Parties agreed to extend the time period for negotiation, the
8 extensions were tied to the original request for negotiation. Sprint never submitted
9 a new negotiation request as a wireless carrier or interexchange carrier.

10 **Q. When Swiftel began negotiating with Sprint, did you understand that Sprint**
11 **only would provide service to MCC?**

12 A. No. Although Sprint indicated that MCC was a wholesale customer, it was my
13 understanding that Sprint would provide local exchange retail services directly to its
14 own end users separate from any arrangement with MCC.

15 **Q. Is it your understanding today that Sprint will provide local exchange service**
16 **directly to end users not associated with MCC?**

17 A. No. Based on Sprint's responses to discovery requests (see, MCC Telephony, Inc.
18 Sprint Communications Company, L.P. Letter of Intent, Exhibit A and Appendix 1
19 – 5, dated August 20, 2004, attached hereto as Confidential Exhibit; Sprint
20 Communications Company L.P.'s Response to Brookings Municipal Utilities d/b/a
21 Swiftel Communications First Set of Discovery Requests and Production of
22 Documents, Response to Discovery Request 2, document provided in pertinent part,
23 attached hereto as Exhibit 1; Sprint's Response to Swiftel's Motion to Compel,

1 Discovery Request 5, document provided in pertinent part, attached hereto as
2 Exhibit 2) and filings with the Commission, it now appears that Sprint only will
3 provide service to MCC.

4 **Q. Was MCC ever a party to the negotiation?**

5 A. No.

6 **Q. Swiftel asks the Commission to dismiss all of Sprint's proposed provisions in**
7 **the agreement concerning interconnection. If the terms and conditions of**
8 **interconnection are not contained in the agreement arbitrated by the**
9 **Commission, does that mean that Sprint will not be able to interconnect with**
10 **Swiftel?**

11 A. No. Swiftel has the duty to interconnect with all telecommunications carriers.

12 **Q. If you believe that Swiftel has a duty to interconnect, why are you opposing**
13 **Sprint's proposal to include interconnection terms and conditions in the**
14 **agreement being arbitrated by the Commission?**

15 A. Swiftel is opposing it because Sprint only requested Section 251(a) interconnection
16 which, I understand, is not subject to the Section 252 arbitration provisions of the
17 Act. In addition, we believe that Sprint's request for Section 251(a) interconnection
18 in the context of an arbitrated agreement is an attempt to obtain the benefits of
19 Section 251(c) interconnection, to which it is not entitled.

20 **Q. Why is Sprint not entitled to Section 251(c) interconnection?**

21 A. It is my understanding that Swiftel is not required to comply with Section 251(c)
22 because it has a rural exemption under Section 251(f)(1)(A) of the Act.

23 **Q. Has the South Dakota Commission lifted Swiftel's rural exemption?**

1 A. No. Further, there is no proceeding at the Commission to lift Swiftel's rural
2 exemption.

3 **Q. Even though Swiftel did not negotiate interconnection in the context of Sprint's**
4 **request for Section 252 negotiation, did Swiftel agree to interconnect with**
5 **Sprint?**

6 A. Yes. In fact, Swiftel and Sprint had a conference call on April 27, 2006 in which
7 we discussed interconnection. As part of that discussion, I provided information to
8 Sprint technical employees about Swiftel's network and switches. I also informed
9 Sprint that it could directly interconnect with Swiftel at its host switch in
10 Brookings, South Dakota.

11 **Q. Would Swiftel agree to provide interconnection facilities at TELRIC rates?**

12 A. No. It is my understanding that the provision of interconnection facilities at
13 TELRIC rates is required pursuant to Section 251(c)(2). Sprint did not request
14 interconnection pursuant to Section 251(c)(2) and Swiftel is not required to provide
15 interconnection pursuant to that section because of its rural exemption.

16 **Q. Swiftel opposes Sprint's proposed language in a number of other sections of**
17 **the agreement. Can you tell me the basis of Swiftel's objections?**

18 A. Swiftel has offered to provide various services to Sprint under the same terms and
19 conditions that it provides those services to its own customers and to other carriers.
20 For example, Swiftel's proposed language in Sections 15.5 and 15.9 would provide
21 telephone directory listings and telephone directories to Sprint and its End Users on
22 the same terms that Swiftel provides these services to its own End Users.

1 **Q. Swiftel opposes Sprint's proposed language in Section 15.3 concerning**
2 **directory listings. Can you explain why?**

3 A. Swiftel has agreed to include information about Sprint's End Users in the telephone
4 directory. However, Swiftel believes that Sprint should not provide information for
5 End Users that have requested not to be published in a telephone directory. Under
6 Sprint's proposed language, Sprint would be allowed to provide the information to
7 Swiftel about Sprint End Users who do not want to be listed in the telephone
8 directory. This would require Swiftel to somehow determine the End User who has
9 requested not to have their information published, then separate out the information
10 for such End Users to make sure it is not published in the telephone directory.

11 **Q. Why has Swiftel included language that would require Sprint to provide all**
12 **End User listings for any other operating area it serves that is within Swiftel's**
13 **directory distribution area at no charge?**

14 A. Swiftel's directory is a regional directory that includes the listings for 33
15 communities of: Arlington, Badger, Hetland, Astoria, Brookings, Aurora, Bushnell,
16 Chester, Colman, De Smet, Elkton, Ward, Estelline, Dempster, Flandreau,
17 Hendricks, Howard, Carthage, Lake Benton, Verdi, Lake Preston, Erwin, Madison,
18 Nunda, Rutland, Oldham, Ramona, Sinai, Toronto, Volga, Bruce, Wentworth,
19 White SD.

20 To the extent that Sprint provides local wireline service in any of these
21 communities, the telephone directory would not be complete if Sprint's End Users
22 are not included. This would be to the detriment of all End Users that rely on the
23 Swiftel Directory.

1 **Q. Does this conclude your testimony?**

2 A. Yes. However, I wish to reserve the opportunity to supplement this testimony in

3 the future, if necessary.

4

Confidential Exhibit

MCC Telephony, Inc. Sprint Communications Company, L.P. Letter of Intent, Exhibit A
and Appendix 1 – 5, dated August 20, 2004