



Jack Weyforth
Interconnection Solutions
6330 Sprint Parkway
KSOPHA0310- 3B422
Overland Park, KS 66251
(913) 762-4340 (W)
(913) 762-0117 (F)

Via Overnight Courier, Return Receipt Requested

November 9, 2005

Craig Osvog
General Manager
City of Brookings Utilities, Telephone Division
d/b/a Swiftel Communications
415 South 4th Street
PO Box 588
Brookings, SD 57006

Corrections to the first Request for Interconnection sent on 11/9/05.

Re: Request for Interconnection with City of Brookings Utilities, Telephone Division
d/b/a Swiftel Communications

Dear Mr. Osvog:

This letter is to serve as a request to negotiate an interconnection agreement in the state of South Dakota pursuant to Section 251 and 252 of the Telecommunications Act of 1934 as amended (the "Act") between Sprint Communications Company L.P. ("Sprint"), a competitive local exchange carrier and City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications, an incumbent local exchange carrier. Sprint requests an interconnection agreement which encompasses the carrier duties of:

- 251(a) direct and indirect interconnection, including N11
- 251(b)5 Reciprocal Compensation
- 251(b)2 Number Portability
- 251(b)3 Dialing Parity

It is also a request for negotiations as provided for in 47 U.S.C. §252(b) (1) and establishes the statutory timelines as identified in the Act. Should negotiations not be completed between the 135th and 160th day after the receipt of this letter, March 24, 2006 and April 18, 2006 respectively, either party may petition the state commission to arbitrate unresolved issues.

EXHIBIT A

In addition to the duties listed above, Sprint is also interested in discussing directory listings and directory distribution.

Sprint also requests, as provided for in 47 U.S.C. §251(b) 2 under the provisions and timelines established in 47 CFR 52.23(b) and (c), a list of City of Brookings Utilities, Telephone Division d/b/a/ Swiftel Communications switches for which number portability 1) is available, 2) has been requested but is not yet available or 3) has not yet requested. This can be sent to me at the address shown above.

Please also provide me with your company's point of contact for negotiations. Sprint would like to start discussions using the attached draft interconnection agreement that contains Sprint's proposed terms and conditions for the above carrier duties, directory listings and directory distribution.

Sincerely,



Jack Weyforth
Sprint Communications Company L.P.

attachment

Cont



DHL USA Home



Track results detail

Tracking results detail for 40706630860

Track

- ▶ Track by number
- ▶ Track by reference
- ▶ Get delivery signature
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Tracking summary

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 Delivered on 11/10/2005 10:22 am
 Delivered to
 Signed for by K PETERSON [What is this?](#)

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Tracking history

Date and Time	Status	Location
11/10/2005 10:22 am	Shipment delivered. Picked Up by DHL.	Sioux Falls, SD Why is
Ship From:	Ship To: CRAIG OSVOG Brookings, SD 57006 United States	Shipment Information: Ship date: Pieces: Total weight: Ship Type: Shipment Reference: Service: Special Service: Description:
Attention:	Attention: CRAIG OSVOG	

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Attachment JRB-4



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588
Brookings, S.D. 57006

605.692.6211 • Fax 605.697.8250

December 1, 2005

Jack Weyforth
Sprint
6330 Sprint Parkway
KSOPHA0310- 3b422
Overland Park, KS 66251

Re: Request for Interconnection from Sprint Communications Company L.P.

Dear Mr. Weyforth:

On November 10, 2005, Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) received a "Request for Interconnection" from Sprint Communications Company L.P. (Sprint) seeking negotiation for interconnection as a competitive local exchange carrier pursuant to Section 251(a) and various parts of Section 251 (b), including Section 251(b)(2) concerning number portability, of the Communications Act of 1934, as amended (the Act). Sprint also requests negotiations pursuant to Section 252(b)(1) of the Act, which establishes the arbitration deadlines for compulsory arbitration before this Commission.

The purpose of this letter is to notify Sprint that Swiftel disputes whether Sprint is a local exchange carrier and/or a telecommunications carrier entitled to interconnection pursuant to Section 251(a) and (b) of the Act, in Swiftel's service area. Swiftel raises this issue based on its understanding that local service would be provided over Mediacom Communications Corporation (Mediacom) facilities and that Mediacom, in fact, would be offering service to subscribers. In this case, Swiftel believes that Mediacom would be the telecommunications carrier entitled to interconnection (subject to its receipt from the South Dakota Public Utilities Commission (SDPUC) of authority to provide local services). Swiftel notes that a similar issue was raised in connection with Sprint's efforts to seek interconnection in Nebraska, in which, it is our understanding, the Nebraska commission found that Sprint was not the "telecommunications carrier" entitled to seek interconnection services pursuant to Section 251 of the Act. See Application No. C-3429, Nebraska Public Service Commission, *Findings and Conclusions*, entered September 13, 2005.



01/31/2007 05:04PM

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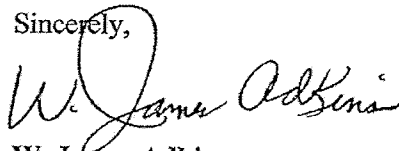
Attachment JRB-4

Swiftel also questions whether Sprint has complied with the SDPUC's Order in TC96-156. In that Order, the Commission granted Sprint statewide authority to offer local exchange services. The Commission, however, found that before Sprint can provide service in the service area of a rural telephone company, Sprint must "come before the Commission in another proceeding" and show that it would satisfy eligible telecommunications carrier service obligations. To Swiftel's knowledge, Sprint has not complied with this requirement, which also is set forth in ARSD Section 20:10:32:15. Accordingly, Swiftel believes that Sprint is not authorized to provide local service in Swiftel's service area.

In addition, with respect to local number portability, it appears that Sprint has not submitted a valid bona fide request as required by the FCC.

Based on the foregoing, Swiftel believes that it is unclear whether Sprint's request is a valid request for interconnection pursuant to Section 251(a) and (b). Accordingly, Swiftel requests that Sprint provide information concerning its status as a local exchange carrier in Swiftel's service area, the nature of the interconnection services it seeks from Swiftel and its intended use of services, the exchanges in which Sprint plans to operate and the date(s) on which such operation is planned, and its relationship with Mediacom to enable Swiftel to further evaluate Sprint's request.

Sincerely,



W. James Adkins
Technical and Network Operations Manager
Swiftel Communications

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Sprint



Together with NEXTEL

Attachment JRB-4

Sprint Nextel
6330 Sprint Parkway KSOPHA0310-3B422
Overland Park, KS 66251
Office: (913) 762-4340 Fax: (913) 762-0117

Jack Weyforth
Interconnection Solutions

Via Overnight Courier

December 6, 2005

W. James Adkins
Technical and Operations Manager
City of Brookings Utilities, Telephone Division
d/b/a Swiftel Communications
415 South 4th Street
PO Box 588
Brookings, SD 57006

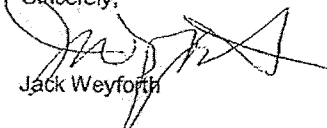
Dear Mr. Adkins:

The purpose of this letter is to respond to your company's letter to Sprint Communications Company LP. In your letter, the status of Sprint Communications Company LP as a "telecommunications carrier" is questioned. To support that position you reference the Nebraska Commission's order. The Nebraska order is now before the Federal District Court. It is important to note that the Nebraska decision involved a different cable partner and different facts than in South Dakota. Unfortunately you did not reference the states that have ruled on this issue favorably. New York, Illinois and Iowa have ruled Sprint is a Telecommunications carrier that is able to request and enter into interconnection agreements with Local Exchange companies and participate in arbitrations to complete such agreements. These rulings were made with the full understanding of the relationship between Sprint and its Cable partners... At this point in time, the South Dakota Public Utilities Commission has not ruled on this issue. Arguing that Sprint is not a Telecommunications carrier is not a valid one to refuse to enter into negotiations since the preponderance of places where it has been arbitrated; Sprint's position has been upheld.

You have also argued that Sprint has not filed for certification in South Dakota. The FCC's rules are very clear that an incumbent ILEC that conditions negotiations on a requesting carrier first obtaining state certifications violates the incumbent ILEC's duty to negotiate in good faith. See Section 47 C.F.R. § 51.301. Even if such condition was appropriate, which it is not, you have noted in your letter, Sprint has been granted statewide authority to offer local exchange services under Commission Order in TC96-156. Sprint fully understands its certification obligations in the state of South Dakota and will fulfill them. We find this issue no reason for refusing to negotiate an interconnection agreement.

Sprint Communications Company LP again requests that your company honor Sprint's request to negotiate an interconnection agreement and begin negotiations of a mutually acceptable interconnection agreement.

Sincerely,


Jack Weyforth

Cc: Sheryl Cronenwett, Sprint Communications Company LP

01/30/2007 01:43PM

~~9-206-9999~~

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Attachment JRB-4



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588
Brookings, S.D. 57006
605.692.6211 • Fax 605.697.8250

December 14, 2005

Via Overnight Courier

Jack Weyforth
Sprint
6330 Sprint Parkway
KSOPHA0310- 3b422
Overland Park, KS 66251

Re: Request for Interconnection from Sprint Communications Company L.P.

Dear Mr. Weyforth:

~~Brookings Municipal Utilities, d/b/a Swiftel Communications, (Swiftel)~~ has received your letter dated December 6, 2005, concerning Sprint Communications Company L.P.'s (Sprint) request for negotiation of an interconnection agreement as a competitive local exchange carrier pursuant to Section 251(a) and various parts of Section 251(b) of the Communications Act of 1934, as amended (the Act).

In your letter you imply that Swiftel has refused to negotiate an interconnection agreement with Sprint. This is not the case. Rather, in our letter dated December 1, 2005, we asked Sprint to provide certain information concerning its interconnection request. Specifically, Swiftel asked Sprint to provide information concerning its status as a local exchange carrier in Swiftel's service area, the nature of the interconnection services it seeks from Swiftel and its intended use of services, the exchanges in which Sprint plans to operate and the date(s) on which such operation is planned, and its relationship with Mediacom Communications Corporation. Sprint's apparent refusal to provide the requested information only serves to hinder the negotiation process. Accordingly, Swiftel asks Sprint to reconsider its position and provide the requested information.

Thank you for your attention to this matter.

Sincerely,

W. James Adkins
Technical & Network Operations Mgr.
Swiftel Communications



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Attachment JRB-4



C O M M U N I C A T I O N S

415 Fourth St. • P.O. Box 588
Brookings, S.D. 57006

605.692.6211 • Fax 605.697.8250

February 3, 2006

Via Overnight Courier

Jack Weyforth
Sprint
6330 Sprint Parkway
KSOPHA0310-3b422
Overland Park, KS 66251

Re: Request for Interconnection from Sprint Communications Company
L.P.

Dear Mr. Weyforth:

By letter dated December 14, 2005, Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) responded to your letter dated December 6, 2005, concerning Sprint Communications Company L.P.'s (Sprint) request for negotiation of an interconnection agreement as a competitive local exchange carrier pursuant to Section 251(a) and various parts of Section 251(b) of the Communications Act of 1934, as amended (the Act). In the letter, Swiftel indicated its willingness to negotiate an interconnection agreement and renewed its request, first raised in my letter dated December 1, 2005, for additional information concerning Sprint's request.

Among other things, Swiftel requested that Sprint provide information concerning the nature of the interconnection services it seeks from Swiftel and its intended use of services, the exchanges in which Sprint plans to operate and the date(s) on which such operation is planned and its relationship, if any, with Mediacom Communications Corporation. This information is necessary to evaluate a number of the provisions in Sprint's draft interconnection agreement including, but not limited to, Section 18. Interconnection, Section 19. Technical Requirements for Interconnection, Section 20. Transit Traffic, Section 21. Intercarrier Compensation, Section 22. Office Code Translations, Section 23. Local Number Portability, Section 25. Directory Listings and Distribution Services, and Section 26. Master Street Address Guide.

To date, Swiftel has not received the requested information, nor has Sprint indicated whether it intends to provide the requested information. Accordingly, Swiftel asks Sprint to inform Swiftel by February 10, 2006, when or whether it intends to provide

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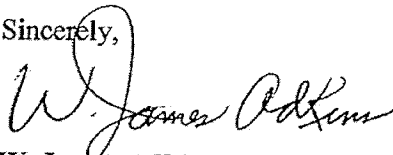
Attachment JRB-4

any of the requested information. If Sprint does not intend to pursue interconnection at this time, Swiftel asks Sprint to provide a written statement to that effect.

Finally, in your letter dated November 9, 2005, Sprint requested that Swiftel provide a list of Swiftel's switches for which number portability is available, has been requested but is not yet available, or has not yet been requested, in accordance with Section 52.23(b) and (c) of the FCC's rules. As an initial matter, it appears that Section 52.23(b) does not apply because Swiftel is not in the 100 largest Metropolitan Statistical Areas. In any event, Swiftel responds that to date, Swiftel has only received a request for intermodal LNP. (As indicated in Swiftel's letter dated December 1, 2005, Swiftel believes that Sprint has not submitted a valid bona fide request for LNP). Further, the South Dakota Public Utilities Commission (SDPUC) granted Swiftel a suspension of both intermodal and intramodal LNP until December 31, 2005 and, effective as of December 31, 2005, the SDPUC granted an extension of the suspension of intermodal LNP. Accordingly, Swiftel has not implemented LNP. For your information, Swiftel's switch can be identified as BKNGSDXC69G.

If you would like to discuss this matter, please contact me at 605-697-8230. I look forward to your response.

Sincerely,



W. James Adkins
Technical and Network Operations Manager
Swiftel Communications

**Attachment JRB-4**

Sprint Nextel
KSOPHA0310.3B418
6330 Sprint Parkway
Overland Park, KS 66251
Office: (913) 762-4288 Fax: (913) 762-0117

Sheryl Cronenwett
Interconnection Services
Sheryl.M.Cronenwett@sprint.com

Via Overnight Courier, Return Receipt Requested

February 9, 2006

Swiftel Communications
Mr. W. James Adkins
Technical and Network Operations Manager
415 Fourth Street
Brookings, SD 57006

Re: Request for Interconnection with Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel)

Dear Mr. Adkins:

I am in receipt of your letter dated February 3, 2006, regarding negotiation of an interconnection agreement and the requested questions and responses directed to Sprint Communications Company L.P. (Sprint). Sprint had provided earlier correspondence (November 9, 2005 and December 9, 2005) requesting negotiations of an interconnection agreement in the state of South Dakota. We apologize for the delay in response to your December 14, 2005 letter. Sprint has been involved in negotiations involving 32 LECs in Iowa on an expedited schedule as a result of the Iowa Utility Board's decision in Docket Nos. ARB-05-2, ARB-05-5, and ARB-05-6.

In Swiftel's letters dated December 14, 2005 and December 1, 2005, you requested Sprint to provide additional information regarding Sprint's plans for the interconnection services it is requesting from Swiftel. Sprint is seeking to interconnect with Swiftel for the mutual exchange of traffic pursuant to Section 251(a) of the Act which states that all Telecommunications Carriers have a duty to interconnect directly or indirectly with other Telecommunications Carriers. Sprint's template which includes terms for both direct and indirect is Sprint's proposal as a starting point for our negotiations. If you would like, I can forward an electronic copy of it so you can provide your proposed revisions to the agreement to Sprint or if you would prefer Sprint can work from your template. In either case, Sprint looks forward to negotiating an interconnection arrangement that is mutually acceptable to the parties. Please note, however, that regardless of the template used, Sprint will want to include those provisions of Sprint's template you noted in your letter: Section 18. Interconnection, Section 19. Technical Requirements for Interconnection, Section 20. Transit Traffic, Section 21. Intercarrier Compensation, Section 22. Office Code Translations, Section 23. Local Number Portability (Sprint is reviewing the South Dakota Public Utilities Commission Order you reference in your letter.), Section 25. Directory Listings and Distribution Services, and Section 26. Master Street Address Guide.

With regard to your question asking about the nature of the interconnection Sprint seeks, as noted above, Telecommunications Carriers have a duty to interconnect directly or indirectly with other Telecommunications Carriers. The parties can discuss terms for both direct and indirect interconnection and agree on an arrangement that is mutually acceptable. This can only occur, however, when the parties actually begin discussing their respective networks and how/where they can interconnect.

11 of 14 Finally, while it is not relevant to request interconnection, Sprint seeks to interconnect with Swiftel for both wholesale and retail purposes. With regard to its wholesale services, Mediacom is a customer of Sprint.

If Swiftel would like an electronic (soft) copy of the Interconnection agreement which was mailed to Swiftel on November 9, 2005, please contact me at: sheryl.m.cronenwett@sprint.com. This methodology will allow the companies to exchange edits and begin negotiations. Sprint has available time during the last two (2) weeks of February for initial review and discussions of the contract. We are currently available from 9:00 am – 12:00 pm or 3:00 – 5:00 pm on Tuesday, February 21st or 9:00 am – 11:00 am on Thursday, February 23rd. Please call me at the number provided above if you have any further questions or would like to discuss in further detail.

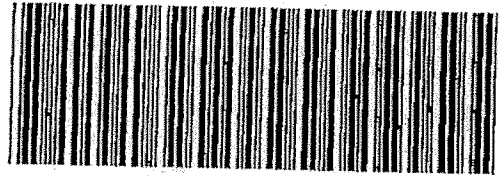
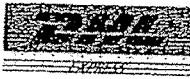
Sincerely,

Sheryl Cronenwett
Sprint Communications Company L.P.

cc: M. Barone

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Attachment JRB-4



Date Printed: 02/09/06

Origin: FOE

Airbill #: 96742002280

From (Company):
SHERYL CRONENWETT
SPRINT
6330 SPRINT PKWYBLDG 1
KSOPHA0310-3B418
OVERLAND PARK, KS 66251

Sent By: AIRBORNE/DHL

Phone #: 913-762-4288

Weight: Letter

Bill To: Sender

Billing Ref: NO REFERENCE GIVEN

To (Company):
SWIFTEL COMMUNICATIONS
415 FOURTH STREET
BROOKINGS, SD 57006

Service:

EXP

Attention To: W. JAMES ADKINS
Phone #: 605-692-6211

Special Service:

Route:

FSD 6H

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Attachment JRB-4

Cronenwett, Sheryl S [NTK]

From: Jim Adkins [jadkins@swiftel.net]
Sent: Thursday, February 23, 2006 5:36 PM
To: Cronenwett, Sheryl [NTK]
Cc: Mary Sisak
Subject: Request for Interconnection

Sheryl Cronenwett,
Thank you for your call.
Our company is planning to participate in the joint interconnection negotiations with the SD telephone companies.
Swiftel Communications is represented by Mary Sisak of the Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP law firm.

Mary Sisak's contact information is as follows:
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP
2120 L Street, N.W.
Washington, DC 20037

Direct Phone - (202) 828-5554
Fax (202) 828-5568
Email mjs@bloostonlaw.com

Regards,

Jim Adkins

Technical and Network Operations Manager
Swiftel Communications
TEL - 605.697.8230
PCS - 605.691.3316
FAX - 605.697.8572

1/30/2007

01/30/2007 12:47PM

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Attachment JRB-4

Cronenwett, Sheryl S [NTK]

From: Mary Sisak [mjs@bloostonlaw.com]
Sent: Wednesday, March 01, 2006 12:00 PM
To: Cronenwett, Sheryl [NTK]
Cc: Barone, Monica [LEG]; jadkins@swiftel.net
Subject: RE: Sprint Interconnection Agreement

Swiftel intends to participate in the March 3, 2006 conference call to begin interconnection negotiations with Sprint and we propose using the interconnection agreement submitted by Mr. Schudel as the starting point for those negotiations. However, because Sprint has not provided the information Mr. Adkins requested in his letters to Sprint, we anticipate that Swiftel may need to propose some modifications to the draft agreement. We may also have some additional changes to the agreement once the process gets started.

With respect to your request for a non-disclosure agreement, we have not used such agreements in prior interconnection negotiations and it is not clear why such an agreement is needed for this negotiation. If there is certain information that you intend to disclose and that you believe is confidential, please specify the nature of that information so that we may better evaluate your request.

Finally, we believe that the Friday call would be more productive if you provide your initial comments on the draft agreement and the information requested by Mr. Adkins in his letters to you before the Friday call.

I look forward to your response and to our call on Friday.

Mary

Mary J. Sisak
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP
2120 L Street, NW Suite 300
Washington, DC 20037
(202) 828-5554
(202) 828-5568 fax
mjs@bloostonlaw.com

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From: Cronenwett, Sheryl [NTK] [mailto:Sheryl.M.Cronenwett@sprint.com]
Sent: Tuesday, February 28, 2006 12:57 PM
To: jadkins@swiftel.net; Mary Sisak
Cc: Barone, Monica [LEG]
Subject: Sprint Interconnection Agreement

Mr. Adkins & Ms. Sisak:

Good Afternoon. Based on Mr. Schudel's note yesterday, I would like to have some clarification on how Swiftel will be approaching this interconnection agreement. We are on a short timeline and will need to make a determination on which agreement we will be working from for negotiation purposes. Sprint would prefer to work from our suggested agreement and have you redline the document. We have some questions regarding whether

1/30/2007

01/30/2007 12:47PM