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October 16, 2006

ELECTRONICALLY FILED

DATE OCT 16 2006

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Patty Van Gerpen, Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre SD 57501-5070

RE: Sprint Communications Company L.P.'s Petition for Consolidated Arbitration Pursuant to Section 252(B) of the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, and the Applicable State Laws for Rates, Terms and Conditions of Interconnection with **City of Brookings Utilities d/b/a/ Swiftel Communications**

Sprint Communications Company L.P.'s Petition for Consolidated Arbitration Pursuant to Section 252(B) of the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, and the Applicable State Laws for Rates, Terms and Conditions of Interconnection with **Interstate Telecommunications Cooperative**
GPGN File No. 8509.060584

Dear Ms. Van Gerpen:

Enclosed you will find two Petitions. Both Petitions seek arbitration and request consolidations of the two actions. These Petitions are being filed on behalf of Sprint Communications Company, L.P.

I have only faxed the Petitions, given the voluminous nature of the exhibits. The exhibits will accompany the original Petition to be placed in the file. I have also e-filed the Petitions and the exhibits today. The original Petitions and exhibits will be mailed to you.

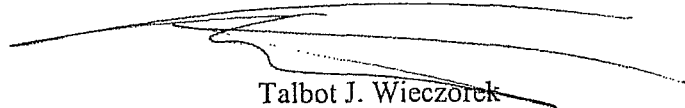
Pursuant to instructions of staff, I will not be providing ten copies because I have e-filed the entire Petitions and all exhibits.

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

Patrician Van Gerpen
October 16, 2006
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If you need anything additional from me for these filings, please let me know immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Talbot J. Wiczorek". The signature is written in a cursive style with several long, sweeping horizontal strokes that extend to the left and right.

Talbot J. Wiczorek

TJW:klw

Enclosures

c: Mary Sisak
Meredith Moore
Clients

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

IN THE MATTER OF SPRINT)
COMMUNICATIONS COMPANY L.P.'S)
PETITION FOR CONSOLIDATED)
ARBITRATION PURSUANT TO SECTION)
252(B) OF THE COMMUNICATIONS ACT OF)
1934, AS AMENDED BY THE)
TELECOMMUNICATIONS ACT OF 1996, AND) Docket No. _____
THE APPLICABLE STATE LAWS FOR)
RATES, TERMS AND CONDITIONS OF)
INTERCONNECTION WITH CITY OF)
BROOKINGS UTILITIES D/B/A SWIFTEL)
COMMUNICATIONS)

**PETITION FOR ARBITRATION AND REQUEST FOR CONSOLIDATION OF
SPRINT COMMUNICATIONS COMPANY L.P.**

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**PETITION FOR ARBITRATION
AND REQUEST FOR CONSOLIDATION**

Sprint Communications Company L. P. ("Sprint"), by and through its attorneys, hereby petitions the South Dakota Public Utilities Commission ("Commission") to arbitrate, pursuant to SDCL 49-31-81 and ARSD 20:10:32:29-32, and Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (the "Act"), certain terms and conditions of a proposed Interconnection Agreement between Sprint and City of Brookings Utilities d/b/a Swiftel ("ILEC" or "Swiftel") (hereafter, Sprint and ILEC are collectively referred to as the "Parties") for the State of South Dakota. Sprint is also filing a separate arbitration petition between Sprint and Interstate Telecommunications Coop. ("Interstate") contemporaneously with this filing. Sprint, Swiftel and Interstate were involved in collective negotiations with several other South Dakota ILECs before these petitions were filed. Sprint, however, is only filing arbitration petitions against Swiftel and Interstate. Since the petitions contain many issues that are identical which could be addressed at the same time, thus limiting the burden on the Commission, Sprint respectfully requests the Commission to consolidate the petitions into one proceeding.

This Petition includes background information on the parties, the history of Sprint's interconnection negotiations with Swiftel, the Commission's jurisdiction and applicable legal standards, a comprehensive presentation of the unresolved issues including the positions of both Parties, where known, on all of the major issues, and each of the requirements set forth in ARSD 20:10:32:29. The Exhibits to the Petition set forth the following additional information: (1) the letters indicating the dates on which Sprint

requested negotiation of interconnection agreements under Sections 251 and 252¹ of the Act with ILEC, triggering the arbitration schedule associated with this Petition, (attached hereto as Exhibit A); (2) documents indicating the Parties' agreed upon arbitration "window" under the Act (attached hereto as Exhibit B); (3) the Disputed Points List ("DPL") of issues to be resolved through this arbitration (attached hereto as Exhibit C); (4) the proposed Interconnection Agreement with Sprint's proposed language in bold underline format and ILEC proposed language in italic format, and the agreed to language in normalized text (the "Proposed Interconnection Agreement") (attached hereto as Exhibit D); and, additional documentation pursuant to A.R.S.D. 20:10:32:29(7) (attached hereto as Exhibit E).

Sprint respectfully requests that the Commission resolve each of the issues identified in Section IX of this Petition by ordering the Parties to incorporate Sprint's proposed language and positions into the Interconnection Agreements that will result from this arbitration.

I. APPLICABLE LEGAL STANDARDS.

1. This Commission has jurisdiction over this Petition for Arbitration pursuant to Section 252(b)(1) of the Act.² Under the Act, parties negotiating for interconnection or resale of services within a particular state may petition the state commission for arbitration of any unresolved issues during the 135th to the 160th day of such negotiation.³ Accordingly, Sprint files this Petition with the Commission on this date to preserve its rights under Section 252(b) of the Act and to seek relief from the Commission in resolving the outstanding disputes.

¹ 47 U.S.C. §§ 251 and 252.

² 47 U.S.C. § 251(b)(1).

³ 47 U.S.C. § 252(b).

2. Pursuant to Section 252(b)(4)(c) of the Act,⁴ this arbitration is to be concluded not later than nine months after the day the ILEC received Sprint's request for negotiations, which was November 10, 2005. The Parties extended the arbitration window on April 10, 2006, May 15, 2006, June 9, 2006, June 9, 2006, July 11, 2006 and August 10, 2006. Therefore, the date applicable to Sprint's request for negotiation is May 10, 2006. By statute, the arbitration shall be concluded on or February 10, 2007.

3. This arbitration must be resolved under the standards established in Sections 251 and 252 of the Act, the rules adopted and orders issued by the Federal Communications Commission ("FCC") in implementing the Act, and the applicable rules and orders of this Commission. Section 252 of the Act requires that a state commission resolve open issues through arbitration to:

- (1) ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the [FCC] pursuant to section 251 ; [and]
- (2) establish any rates for interconnection, services, or network elements according to subsection (d) [of section 252].⁵

4. The Commission may, under its own state law authority, impose additional requirements pursuant to Section 252(e)(3) of the Act, as long as such requirements are consistent with the Act and the FCC's regulations.⁶

5. The Commission should make an affirmative finding that the rates, terms, and conditions that it prescribes in this proceeding are consistent with the requirements of Sections 251(a) and (b), and 252(d) of the Act.

⁴ 47 U.S.C. § 252(b)(4)(C).

⁵ 47 U.S.C. § 252(c).

⁶ 47 U.S.C. § 252(e); *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd. 13042, ¶¶ 233, 244 (1996) (*Local Competition Order*). See Also 47 U.S.C. § 251(d)(3) (contemplating that states may impose additional "access and interconnection obligations" over and above those required by federal law).

6. Although Sprint has attempted to identify Swiftel's position with respect to the issues contained herein, the position statements are by no means exhaustive and represent Sprint's best efforts to accurately identify the areas of disagreement between the Parties and to accurately reflect Swiftel's positions as Sprint understands them as of the time of this filing. Sprint reserves its rights to address any position that may be presented in Swiftel's response to this Petition. Sprint also respectfully requests a reasonable opportunity to supplement this Petition to provide any additional information deemed necessary by the Commission. In the event the Parties are able to resolve additional issues after Sprint files this Petition, Sprint will file an amended DPL along with any other relevant documentation, prior to the hearing on this matter.

II. NAME, ADDRESS, TELEPHONE AND FACSIMILE NUMBERS OF THE PETITIONER AND ITS COUNSEL.

7. Sprint is a Delaware limited partnership with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Sprint is a telecommunications carrier providing interexchange telecommunications services in South Dakota pursuant to its Certificate of Service Authority issued by this Commission. Sprint maintains tariffs on file with the Commission describing the rates, terms, and conditions for its services, and files annual reports on its operations. The Commission also entered its Order Granting Amended Certificate of Authority, Docket No. TC96-156 authorizing Sprint to offer local exchange telecommunications services "statewide throughout South Dakota"⁷ ("CLEC certificate"). Sprint's CLEC certificate also states that "with respect to rural telephone companies, Sprint will have to come before the

⁷ CLEC Certificate, p. 1, para. 5.

Commission in another proceeding before being able to provide service in that rural service area.....”⁸

8. Contemporaneously herewith, or shortly after this Petition, Sprint intends to file an application seeking authority to operate in Swiftel’s Brookings exchange.

9. The names, addresses and contact information for Sprint's representatives in this proceeding are as follows:

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III. NAME, ADDRESS AND TELEPHONE NUMBER OF INCUMBENT LOCAL EXCHANGE CARRIER AND ITS COUNSEL.

10. City of Brookings Utilities d/b/a Swiftel Communications’ principal place of business is located at 415 South 4th Street, Brookings, South Dakota 57006. Swiftel is

⁸ Sprint will make a separate filing seeking authority to operate in the Swiftel’s territory. Specifically, Sprint is seeking operating authority in the Brookings exchange.

an Incumbent Local Exchange Carrier in this state within the meaning of Section 251(h) of the Act. Within its respective operating territories, ILEC has been the incumbent provider of telephone exchange service during all relevant times.

11. The names, addresses and contact information for ILEC's representatives during the negotiations with Sprint are as follows:

City of Brookings Utilities Telephone Mary J. Sisak
Division d/b/a Swiftel Communications Blooston, Mordkofsky, Dickens,
Duffy & Prendergast, LLP
2120 L Street NW, Suite 300
Washington, DC 20037
Voice: (202) 828-5554
Fax: (202) 828-5569

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

Craig Osvog
General Manager
415 South 4th Street
Brookings, South Dakota 57006.

IV. BRIEF SUMMARY OF THE NEGOTIATION HISTORY.

12. On November 10, 2005, ILEC received Sprint's request to negotiate an interconnection agreement ("RFN") pursuant to Sections 251 and 252 of the Act. Sprint included a proposed interconnection agreement with the RFN as a starting point for negotiations. Copies of Sprint's RFN to ILEC, along with evidence of receipt of such RFN by ILEC, is attached hereto and incorporated herein as Exhibit A to the Petition.

13. On February 27, 2006, Bridgewater-Canistota Independent Telephone Company ("Bridgewater-Canistota") and Vivian Telephone Company ("Vivian"), two

additional companies which received a request from Sprint to negotiate, sent Sprint an entirely new proposed interconnection agreement. During a joint call with Sprint and the other South Dakota incumbent local exchange companies on March 3, 2006, Swiftel agreed to use the agreement proposed by Bridgewater-Canistota and Vivian in the forthcoming negotiations. In an effort to proceed with substantive negotiations with the incumbent local exchange companies, Sprint red-lined the new proposed agreement and sent it back to Swiftel on March 9, 2006. Sprint and Swiftel then began negotiations toward an interconnection agreement. On April 10, 2006, the Parties agreed to an extension of the arbitration window. On May 15, 2006, the Parties agreed to an additional extension of the arbitration window. On June 9, 2006, the Parties agreed to an additional extension of the arbitration window. The Parties agreed to additional extensions on July 11th and August 10, 2006. Swiftel and Sprint have met with the intent to either come to agreement, or identify for the Commission those issues that remain in dispute between the Parties. The negotiations resolved a number of issues. The Parties, however, have not resolved differences over contract language and policy issues that are substantial and critical to Sprint's business plans. Attached as Exhibit C is the Disputed Points List detailing remaining disputes. Sprint asks the Commission to arbitrate each of these remaining disputes, to find in Sprint's favor, and to adopt Sprint's Interconnection Agreement. Sprint is committed to continuing negotiations with Swiftel in good faith after this Petition is filed, and hopes to resolve additional issues prior to any arbitration hearing.

V. DATE OF INITIAL REQUEST FOR NEGOTIATION AND DAY 135, DAY 160 AND NINE MONTHS AFTER THAT DATE.

14. Swiftel received Sprint's request to negotiate on November 10, 2005. Subsequent to the initial request, Sprint and Swiftel agreed to a thirty day extension of the arbitration window on April 10, 2006. On May 15, 2006, by joint extension of the Parties, the arbitration window was extended. The Parties agreed to extend the arbitration window again on June 9, 2006, July 11, 2006 and August 10, 2006. The date 135 days after Sprint's request is September 21, 2006; the 160th day after Sprint's request is October 16, 2006. Accordingly, pursuant to Act, the arbitration shall be concluded on or before February 10, 2007, nine months after Sprint's request for negotiation.

VI. ISSUES RESOLVED BY THE PARTIES.

15. The Parties have resolved many issues and negotiated contract language to govern the Parties' relationship, which is reflected in the proposed Interconnection Agreement in Exhibit D. These negotiated portions of the Agreement are shown in normal type. To the extent Swiftel asserts that any provisions remain in dispute, Sprint reserves the right to present evidence and argument on why they should be resolved in the manner shown in Exhibit D.

VII. UNRESOLVED ISSUES THAT ARE NOT BEING SUBMITTED FOR ARBITRATION

16. There are no unresolved issues that are not being submitted for arbitration.

VIII. UNRESOLVED ISSUES SUBMITTED FOR ARBITRATION.

17. The primary issues in dispute are (1) the definition of End User for which traffic will be exchanged under the terms and conditions of the Agreement; (2) whether

the Commission is authorized to arbitrate terms and conditions for interconnection under Section 251(a) of the Telecommunications Act and if so, the appropriate terms and conditions for 251(a) interconnection; (3) whether the interconnection trunks can be used for multi-use and multi-jurisdictional purposes; (4) compensation for termination of Telecommunications Traffic; and, (5) appropriate Termination provisions. Additional issues include language related to Directory Listings, Local Number Portability, 911 liability and Force Majeure provisions.

18. The unresolved issues are set forth in the Disputed Points List, which is attached as Exhibit C. The DPL assigns each issue a number, identifies the section(s) of the Proposed Interconnection Agreement that is (are) affected by the issue, and sets forth the positions and the proposed language for the interconnection agreement of the Parties on each issue. As described in the DPL, terms and conditions to which the Parties have agreed are in normal text. Sprint's contract terms that ILEC oppose appear in **bold underline** text. ILEC's proposed terms that Sprint opposes appear in *bold italic text*.

19. The attached DPL organizes the list of issues according to how they are presented in this Petition. The proposed language of the actual agreement, which contains all terms, disputed and agreed upon, is attached as Exhibit D.

IX. ISSUES TO BE ARBITRATED

Issue No. 1:

20. Should the definition of End User in this Agreement include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services?

Related Agreement Provisions: Scope of the Agreement, Section 1.1; Definition of End User, Section 2.7, and as the term is used throughout the document; Third Party Beneficiaries, Section 20.6.

Sprint Position:

21. Yes. The definition of End User in the Interconnection Agreement should include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services.

22. Neither the Act nor the FCC's implementing rules or orders limit a Telecommunications Carrier's ability to interconnect to those situations where the Telecommunications Carrier has a retail relationship with the end user customer. Indeed, the FCC has recognized the existence of a wholesale or third-party market for various network functions or elements by including their existence in its impairment criteria for ILEC unbundling rules.⁹ Furthermore, the FCC has interpreted the will of Congress to mean it should look for innovative ways to encourage the development of facilities-based local competition by removing regulatory barriers to market entry.¹⁰ More specifically, the FCC has recognized and endorsed the need for cooperative relationships among service providers whereby one provides a retail service and another provides PSTN

⁹ *In the Matter of Unbundled Access to Network Elements*, FCC Docket No. 04-290, Order on Remand, Feb. 4, 2005, including, but not limited to ¶¶ 113, 114, 116, 117, 122, 126, 127, and 134.

¹⁰ *In re Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission*, WC Docket No. 03-211, FCC 04-267, rel. November 12, 2004, para. 2 ("Vonage") and *In the Matter of Administration of the North American Numbering Plan*, CC Docket No. 99-200, FCC 05-20, rel. February 1, 2005, para. 6 ("SBCIS Order").

interconnectivity.¹¹ Together Congress and the FCC recognize the importance of providing competitive carriers flexibility in how they deploy their services. This flexibility provides an environment in which communications services can be made available at just, reasonable and affordable rates from a variety of providers. And it is this flexibility that has enabled Sprint to partner with other competitive providers in bringing a competitive voice offering to consumers throughout the United States.

23. In this Arbitration, Sprint is seeking to interconnect with Swiftel to offer a competitive alternative for voice services to consumers in South Dakota through a business model in which Sprint together with other competitive service providers provide local voice service to those consumers. Specifically, in South Dakota, Sprint has entered into a business arrangement with MCC Telephony, Inc. to support MCC's South Dakota affiliate's (MCC Telephony of the Midwest, Inc.) ("MCC") offering of local and long distance voice services to the general public in the service territories of ILECs in South Dakota. This relationship enables MCC to enter and compete in the local and long distance voice market without having to "build" a complete telephone company. It allows Sprint to enter and compete in the local and long distance voice markets in the ILEC's exchange without having to lease last mile loops or unbundled network elements from ILEC.

24. While MCC will provide the "last mile" portion of the network which includes the MCC hybrid fiber coax facilities, the same facilities it uses to provide video and broadband Internet access, Sprint will provide all public switched telephone network (PSTN) interconnection utilizing Sprint's switch¹² (MCC does not own or provide its

¹¹ Vonage at para. 8.

¹² Sprint will directly bill interexchange carriers for the any traffic carried to and from the proposed end

own switching) and the interconnection agreements Sprint has or will be negotiating with the incumbent local exchange carriers. Retail service will be provided in MCC's name and MCC will be responsible for its local network, marketing and sales, end-user billing, customer service and installation. Sprint will provide all number acquisition by using existing numbers or acquiring new numbers and will provide all number administration functions including the filing of number utilization reports (NRUF) with the North American Numbering Plan Administrator (NANPA). Sprint will perform the porting function whether the port is from ILEC or a Competitive Local Exchange Carrier ("CLEC") to Sprint or vice versa. Sprint will also be responsible for all inter-carrier compensation including interstate and intrastate access and reciprocal compensation. Sprint will be responsible for such direct end-user services as operator services, directory assistance, and directory assistance call completion. Sprint will also provision 911 circuits to the appropriate Public Safety Answering Points (PSAP) through the ILEC selective routers, perform 911 database administration and negotiate contracts with PSAPs where necessary. Additionally, Sprint will place directory listings, on behalf of end-user customers, in the ILEC or third-party directories. In this business model, Sprint is a telecommunications carrier as defined in Section 153(44) of the Act, and Sprint offers its interconnection and other services indiscriminately to all carriers who desire Sprint's services and who have comparable last-mile facilities to the cable companies.

25. Finally, it should be noted that Sprint already has existing interconnection agreements in place with incumbent local exchange carriers in several other states for the same business model that is the subject of this proceeding. Those agreements encompass the end users of a service provider for which Sprint provides interconnection,

users.

telecommunications services or other telephone exchange services. In these other states, Sprint is providing various telecommunications services (among other things, interconnection to the PSTN) to competing local service providers and not directly to the retail end users. The states in which Sprint currently has such agreements with ILECs are Missouri, Minnesota, Kansas, Nebraska, Mississippi, Louisiana, Wisconsin, Ohio, Michigan, Illinois, Texas, New York, New Jersey, Georgia, Florida, Pennsylvania, Arizona, Iowa, Alabama, California, Massachusetts, and Washington. In addition, the Indiana Utility Regulatory Commission (“IURC”) recently issued its arbitration decision in Cause No. 43051-INT-01, consolidated with 43053-INT-01 and 43055-INT-1 on September 6, 2006. Therein, the IURC ruled in Sprint’s favor on this issue. Sprint and the relevant ILECs must submit a conforming agreement within thirty calendar days of the issuance of the IURC’s order. Sprint is simply requesting an end user definition to facilitate the same arrangement with Swiftel that Sprint has successfully negotiated or arbitrated with these other ILECs.

ILEC Position:

26. No. Swiftel believes that an interconnection agreement between Sprint and Swiftel should be limited to the provision of service to benefit Sprint retail end users only and should not be used by Sprint to serve its wholesale customer’s end users.

Issue No. 2:

27. Does the Telecommunications Act authorize the Commission to arbitrate terms and conditions for interconnection obtained under Section 251(a) of the Telecommunications Act? If yes, what terms and conditions should the Commission impose on the Parties in this proceeding?

Related Agreement provisions: Scope of the Agreement, Recitals; Definition of Interconnection, Section 2.10; Definition of Interconnection Facility, Section 2.11; Definition of Point of Interconnection, Section 2.17; Terms of direct and indirect interconnection, Sections 3, 3.1.1, 3.1.1.1, 3.1.1.2; Sections 4.1, 4.2, 4.3; Sections 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.3, 5.4, 5.5; 6.1, 6.2, 6.3, 6.4; Section 7.1.1, Sections 11.1, 11.2, 11.3; Section 12.1; Sections 13.4.1, 13.4.2, 13.4.3, 13.4.4, 13.4.5, 13.4.6, 13.4.7, 13.4.8, 13.5, 13.6.

Sprint Position:

28. Yes. The Commission is authorized to arbitrate terms and conditions of section 251(a) interconnection pursuant to section 252(c) of the Act. Section 251(a) of the Act requires each telecommunications carrier to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. Therefore, the parties have a statutory obligation to interconnect with each other so that end users can call each other. If the Parties are unable to negotiate the terms and conditions for interconnection requested pursuant to section 251(a), however, either party may petition the state Commission to arbitrate such terms and conditions. Indeed, Section 252(a)(1) states that upon receiving a request for negotiations under section 251, an incumbent local exchange carrier may negotiate *inter alia* interconnection without regard to the standards in subsections (b) and (c) of section 251. Section 252(b)(1) in turn provides that during the period from the 135th day to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section that any party to the negotiation may petition the State commission to arbitrate any open issues. The Act does not prohibit the Commission from arbitrating terms and conditions of direct and indirect interconnection provided for in section 251(a) as Swiftel suggests.

Indeed, Sprint and Swiftel did not even question the Commission's authority until late in the negotiation process. To argue on the one hand that the Swiftel can negotiate with Sprint, but on the other hand if Sprint disagrees with Swiftel then Sprint cannot seek arbitration, is totally inconsistent with the Act and the position of the many state commissions that have arbitrated such terms and conditions. Accordingly, the Commission should adopt the terms and conditions Sprint has proposed for direct and indirect interconnection as reflected in the Agreement attached as Exhibit D.

ILEC Position:

29. Swiftel believes the Parties can negotiate terms and conditions for section 251(a) interconnection, but does not believe the Commission is authorized to arbitrate section 251(a) interconnection terms and conditions.

Issue No. 3:

30. Should the Interconnection Agreement permit the Parties to combine wireless and wireline traffic on interconnection trunks?

Related Agreement Provisions: Scope of the Agreement, Section 1.1, 1.7; Definition of Telecommunications Traffic Section 2.21 and as the term is used throughout the document.

Sprint Position:

31. Yes. The proposed Interconnection Agreement should allow the parties to combine wireless and wireline traffic onto interconnection trunks. Multi-use (i.e., wireless and wireline) trunking is the most efficient way to interconnect and also eliminates the need to negotiate separate interconnection agreements. There is no technical reason why wireless and wireline traffic should be segregated onto different interconnection trunks. ILEC can benefit from this more efficient form of

interconnection because multi-use trunking will require fewer ports to be used on ILEC switches, fewer trunks will have to be provisioned and fewer orders will have to be processed.

32. Sprint has agreed to be responsible for compensation for all traffic that is terminated over the interconnection facilities. Moreover, Sprint will provide industry standard call records that can be used for billing purposes. Sprint also agrees to provide the necessary records for audit purposes to ensure accurate billing. Under these circumstances, there is minimal exposure to the ILEC for lost compensation due to inaccurate identification and billing of traffic. Accordingly, the Commission should approve Sprint's proposed multi-use trunking language.

ILEC Position:

33. Although ILEC's position to exclude the Sprint multi-use trunking language and related definitions in this Agreement is not entirely clear, apparently ILEC fears that it will not be compensated appropriately (i.e. reciprocal compensation for wireline and wireless traffic) for traffic that is terminated onto the interconnection trunks.

Issue No. 4:

34. Should the Interconnection Agreement permit the Parties to combine all traffic subject to reciprocal compensation charges and traffic subject to access charges onto the interconnection trunks?

Related Agreement provisions: Scope of the Agreement, Sections 1.1, 1.2, 1.7; Definition of Traffic, Section 2.22, and as the term is used throughout the document; Definition of Percent Interstate Usage, Section 2.15; Definition of Percent Local Usage, Section 2.16; Interconnection Facility, Sections 5.6, 5.6.1, 5.6.2, 5.6.3, 5.7.1, 5.7.2, 5.7.3; Intercarrier Compensation, Sections 7.2.1, 7.2.2.

Sprint Position:

35. Yes. The proposed Interconnection Agreement should allow the Parties to combine all traffic subject to reciprocal compensation charges and all traffic subject to access charges onto interconnection trunks. Multi-jurisdictional (e.g., reciprocal compensation and access) trunking is the most efficient way to interconnect.

36. Sprint has agreed to be responsible for compensation for all traffic that is terminated over the interconnection facilities. Moreover, Sprint will provide industry standard call records that can be used for billing purposes or development of factors (percent interstate usage (“PIU”) and percent local usage (“PLU”)). Sprint also agrees to provide the necessary records for audit purposes to ensure accurate billing. Under these circumstances, there is minimal exposure to ILEC for lost compensation due to inaccurate identification and billing of traffic. Accordingly, the Commission should approve Sprint’s proposed multi-jurisdictional trunking language.

ILEC Position:

37. Although ILEC’s position to exclude the Sprint multi-jurisdictional language and related definitions in this Agreement is not entirely clear, apparently ILEC fears it will not be compensated appropriately (i.e. reciprocal compensation rates versus switched access rates) for traffic which is terminated onto the interconnection trunks.

Issue No. 5:

38. What is the appropriate reciprocal compensation rate for the termination of Telecommunications Traffic?

Related Agreement provisions: Definition of Reciprocal Compensation, Section 2.19; Intercarrier Compensation, Section 7.1.1.

Sprint Position:

39. To date, ILECs have not proposed a reciprocal compensation rate for the termination of Telecommunications Traffic. Therefore, Sprint proposes that the parties exchange Telecommunications Traffic on a bill and keep basis until such time as the traffic is significantly out of balance. Once the traffic is significantly out of balance, the parties should establish a symmetrical rate based on a forward looking pricing methodology.

ILEC Position:

40. ILEC's position is that a reciprocal compensation rate should be established for intercarrier compensation purposes, but ILEC has not provided a proposed rate as of the time of this filing.

Issue No. 6:

41. Should Sprint's proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement?

Related Agreement provisions: Definition of Local Number Portability, Section 2.13; Local Number Portability terms, Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8; Office Code Translations, Sections 14.1, 14.2, 14.3.

Sprint's Position:

42. Yes. Swiftel has an obligation to provide Number Portability to Sprint. Sprint submitted a bona fide request to Swiftel dated March 6, 2006 which Swiftel acknowledged by letter dated March 16, 2006.¹³ According to 47 C.F.R. § 52.23(c), Swiftel was required to make number portability available within six months of Sprint's request. The six month deadline has now passed and Swiftel should have LNP capability, unless an exemption applies. Accordingly, the Commission should adopt Sprint's

¹³ See Exhibit F.

language to be incorporated into the Agreement as it fully complies with all applicable federal and state laws, rules and regulations related to number portability. Even if Swiftel has not implemented LNP due to an exemption or any other reason, the language should be adopted into the agreement to address LNP when Swiftel becomes LNP compliant.

ILEC Position:

43. Swiftel believes that since it has not yet operationalized Number Portability, the language should not be included in the Agreement.

Issue No. 7:

44. Should the ILEC-proposed Directory Listing provisions, as modified by Sprint, be adopted and incorporated into the Interconnection Agreement?

Related Agreement Provisions: Directory Listing terms, Sections 15.3, 15.4, 15.5, 15.7, 15.8, 15.9, 15.12, 15.14.1

Sprint's Position:

45. Yes. The ILEC-proposed Directory Listing provisions, as modified by Sprint, should be adopted and incorporated into the Interconnection Agreement. Sprint agreed with a great deal of the ILEC-proposed language and modified it somewhat. Sprint's language is more relevant to how the Parties will actually address the Directory Listing aspects of the business between them and therefore should be adopted by the Commission.

ILEC Position:

46. Sprint does not know ILEC's position for excluding the Sprint modifications to the ILEC language.

Issue No. 8:

47. Termination: A) Should the termination provision of the Interconnection Agreement permit the existing Interconnection Agreement to remain in effect while the Parties are in the process of negotiating and/or arbitrating a replacement Interconnection Agreement? B) Should the Interconnection Agreement contain provisions that allow the Parties to terminate the Agreement for: 1) a material breach; 2) if either Party's authority to provide service is revoked or terminated; or, 3) if either Party becomes insolvent or files for bankruptcy?

Related Agreement provisions: Termination provisions, Sections 17.3, 17.5.

Sprint's Position:

48. A. The existing Interconnection Agreement, whether the original or a renewal agreement, should remain in effect while the parties are in the process of negotiating or arbitrating a replacement agreement. It is standard practice to continue under the terms of the Interconnection Agreement that is the subject of re-negotiations. This allows the parties to continue exchanging traffic without interruption to their business or to consumers as the companies move to a new agreement.

49. B. The Commission should reject Swifitel's proposed language. First, neither party should be permitted to unilaterally terminate the Interconnection Agreement. Since the parties are likely to differ on whether a material breach has occurred, a unilateral termination could occur. Moreover, the parties have agreed to a dispute resolution process that should address all disputes between the parties. Also, the Commission not the parties should determine whether the interconnection agreement

should be terminated if either party's certification is revoked. Finally, Swiftel's proposal to terminate for insolvency or bankruptcy is inconsistent with Federal Bankruptcy laws.

ILEC Position:

50. Sprint is not aware of the basis for ILEC's proposals.

Issue No. 9:

51. What 911 liability terms should be included in the Interconnection Agreement?

Related Agreement provisions: 911 liability terms, Section 16.1.

Sprint's Position:

52. The Commission should adopt Sprint's proposed language for 911 liability terms in the Interconnection Agreement because they are commonly accepted indemnification provisions associated with the provision of 911 service.

ILEC Position:

53. Sprint does not know the basis of ILEC's position.

Issue No. 10:

54. What Force Majeure terms should be included in the Interconnection Agreement?

Related Agreement provisions: Sections 20.1, 20.4, 20.5, 20.6.

Sprint's Position:

55. Sprint has been forthright with ILEC regarding its intention to jointly provide competitive local exchange services in ILEC's territory with its cable partner. In response to Swiftel's apparent concern about who is the responsible party in this situation, Sprint proposed language in Section 20.6 to clarify that Sprint is the responsible

party under the Agreement and to attempt to foster resolution in the event that a billing issue arises between Sprint's wholesale customer and ILEC.

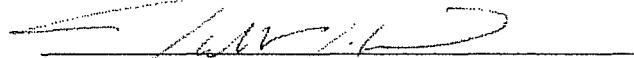
ILEC Position:

56. Sprint does not know ILEC's position for excluding the language proposed by Sprint in Section 20.6.

X. CONCLUSION

57. Sprint respectfully requests the Commission to arbitrate each of the remaining disputes between Sprint and ILEC, to find in Sprint's favor and to adopt Sprint's proposed contract language.

Respectfully submitted this 16 day of October 2006,



Talbot J. Wieczorek
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Rapid City SD 57709
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Fax: 605-342-0480
Email: tjw@gpgnlaw.com

Diane C. Browning
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AND

Monica M. Barone
Senior Counsel
6450 Sprint Parkway
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Overland Park, Kansas 66251
Voice: 913-315-9134
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Email:monica.barone@sprint.com

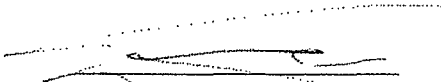
ATTORNEYS FOR
SPRINT COMMUNICATIONS COMPANY L.P.

CERTIFICATE OF SERVICE

The undersigned certifies that on this 16 day of October 2006, a copy of Sprint's

Petition for Arbitration was served via email and first class mail to:

Mary J. Sisak
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP
2120 L Street NW, Suite 300
Washington, DC 20037
Voice: (202) 828-5554
Fax: (202) 828-5569
mjs@bloostonlaw.com



Talbot J. Wiczorek
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PO Box 8045
Rapid City SD 57709
Phone: 605-342-1078 Ext. 139
Fax: 605-342-0480
Email: tjw@gpgnlaw.com



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 11/8/05.

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

Conte



DHL USA Home



Track results detail

Tracking results detail for 40706630860

Track

- ▶ Track by number
- ▶ Track by reference
- ▶ Get delivery signature
- ▶ Track DHL Same Day service

Log in to DHL

User ID

Password

Remember my User ID

Log in

▶ Forgot your Password?

Tracking summary

Current Status ✓ Shipment delivered. [View Signature](#)
 Delivered on 11/10/2005 10:22 am
 Delivered to
 Signed for by K PETERSON [What is this?](#)

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		
Attention:		
CRAIG OSVOG		
Shipment Information:		
Ship date:		
Pieces:		
Total weight: *		
Ship Type:		
Shipment Reference:		
Service:		
Special Service:		
Description:		

Tracking detail provided by DHL: 10/10/2006, 7:27:38 am pt.

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002/002

Sprint
Together with NEXTEL

Sprint Nextel
6450 Sprint Parkway
KSOPHN0212-24203
Overland Park, KS 66251
Office: (913) 315-9134 Fax: (913) 323-2738
monica.barone@sprint.com

Monica M. Barone
Senior Counsel

April 10, 2006

Via Overnight and Electronic Mail

Mary J. Sisak
Blooston, Mordkofsky, Dickens, Duffy
& Prendergast, LLP
2120 L Street, NW Suite 300
Washington, DC 20037

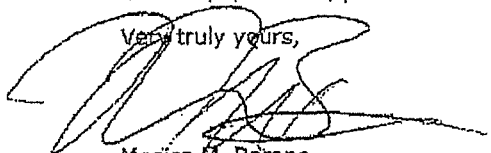
Re: Negotiation Timeframe pursuant to Section 252 of the Telecommunications Act of 1934 as amended (the "Act") for City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Ms. Sisak:

This letter memorializes our agreement regarding the date on which City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications ("Swiftel") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Swiftel agree that Swiftel received Sprint's request for negotiations on December 10, 2005. Based on that date, the 135th day (the opening of the arbitration window will fall on April 23, 2006), and the 160th day (closing of the arbitration window will fall on May 18, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Monica M. Barone

Please indicate Swiftel's agreement with the above by signing below.

By: Mary J. Sisak

Mary J. Sisak
Printed Name

4/10/06
Date:

cc: Jim Adkins



Sprint Nextel
6450 Sprint Parkway
Overland Park, KS 66251
Office: (913) 315-9134 Fax: (913) 523-2738

Monica M. Barone
Senior Attorney

May 15, 2006

Via Overnight and Electronic Mail

Mary J. Sisak
Blooston, Mordkofsky, Dickens, Duffy
& Prendergast, LLP
2120 L Street, NW Suite 300
Washington, DC 20037

Re: Negotiation Timeframe pursuant to Section 252 of the Telecommunications Act of 1934 as amended (the "Act") for City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Ms. Sisak:

This letter memorializes our agreement regarding the date on which City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications ("Swiftel") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Swiftel agree that Swiftel received Sprint's request for negotiations on January 9, 2006. Based on that date, the 135th day (the opening of the arbitration window will fall on May 23, 2006), and the 160th day (closing of the arbitration window will fall on June 17, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Monica M. Barone

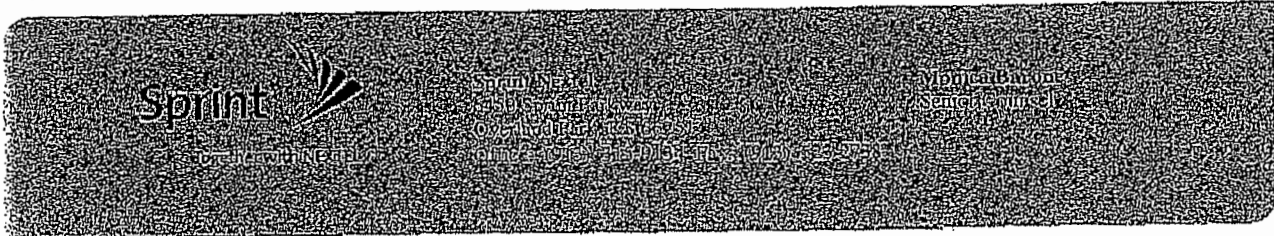
Please indicate Swiftel's agreement with the above by signing below.

By: _____

Mary J. Sisak
Printed Name

Date:

cc: Jim Adkins



June 9, 2006

Via Overnight and Electronic Mail

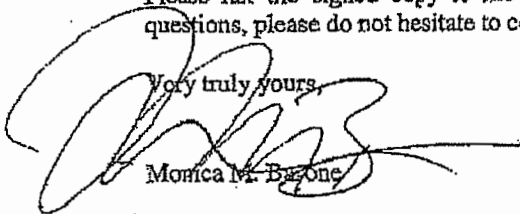
Mary J. Sisak
 Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP
 2120 L Street, NW Suite 300
 Washington, DC 20037

Re. Negotiation Timeframe pursuant to Section 252 of the Telecommunication Act of 1934 as amended (the "Act") for Brookings Municipal Utilities d/b/a Swiftel Communications and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

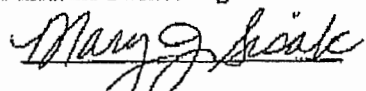
Dear Ms. Sisak:

This letter memorializes our agreement regarding the date on which Brookings Municipal Utilities d/b/a Swiftel Communications ("Swiftel") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Swiftel agree that Swiftel received Sprint's request for negotiations on February 8, 2006. Based on that date, the 135th day (the opening of the arbitration window will fall on June 22, 2006, and the 160th day (closing of the arbitration window will fall on July 17, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

 Monica M. Bayone

Please indicate Swiftel's agreement with above by signing below.

By: 

Mary J. Sisak
 Printed Name

6/9/06
 Date:

cc: Jim Adkins

mmb/slg



Sprint Nextel
1500 Sprint Park Way
Overland Park, KS 66211
Office: (913) 255-9100 Fax: (913) 523-2200

Monica Baron
Senior Counsel

July 11, 2006

Via Overnight and Electronic Mail

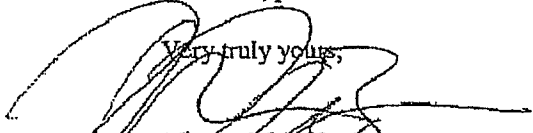
Mary J. Sisak
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, L.L.P.
2120 L Street, NW Suite 300
Washington, DC 20037

Re. Negotiation Timeframe pursuant to Section 252 of the Telecommunication Act of 1934 as amended (the "Act") for Brookings Municipal Utilities d/b/a Swiftel Communications and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota


Dear Ms. Sisak:

This letter memorializes our agreement regarding the date on which Brookings Municipal Utilities d/b/a Swiftel Communications ("Swiftel") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Swiftel agree that Swiftel received Sprint's request for negotiations on March 10, 2006. Based on that date, the 135th day (the opening of the arbitration window will fall on July 22, 2006, and the 160th day (closing of the arbitration window will fall on August 16, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Monica M. Baron

Please indicate Swiftel's agreement with above by signing below.

By: 

Mary J. Sisak

Printed Name

7/11/06

Date:

cc: Jim Adkins

mmb/slg



Sprint Nextel
4500 Springdale Drive
Overland Park, KS 66202
Office: (913) 353-9181 Fax: (913) 353-2775

Monica Barone
Senior Counsel

August 10, 2006

Via Overnight and Electronic Mail

Mary J. Sisak
Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP
2120 L Street, NW Suite 300
Washington, DC 20037

Re. Negotiation Timeframe pursuant to Section 252 of the Telecommunication Act of 1934 as amended (the "Act") for Brookings Municipal Utilities d/b/a Swiftel Communications and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Ms. Sisak:

This letter memorializes our agreement regarding the date on which Brookings Municipal Utilities d/b/a Swiftel Communications ("Swiftel") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Swiftel agree that Swiftel received Sprint's request for negotiations on May 10, 2006. Based on that date, the 135th day (the opening of the arbitration window) will fall on September 21, 2006. The 160th day (closing of the arbitration window) will fall on October 16, 2006.

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Monica M. Barone

Please indicate Swiftel's agreement with above by signing below.

By: Mary J. Sisak
Mary J. Sisak

Date: 8/10/06

cc: Jim Adkins
mmb/slg

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Sprint Terms in Bold Underline (Opposed by ILEC) ILEC Terms in Bold Italics (Opposed by Sprint)

Agreed Terms in Normal Text

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
<p>Issue No. 1</p> <p>Sec. 2.7 Definition of End User And as the term is used throughout the document: 4th Recital, 2.13, 9.4, 9.5, 9.6, 9.7, 10.1, 11.1, 13.3, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.8, 15.9, 15.11, 15.12, 15.13, 15.14.1, 16.3</p> <p>Scope of the Agreement Sec. 1.1</p>	<p>Should the definition of End User in this Agreement include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services?</p>	<p>Sec. 2.7: <u>End User means the residential or business subscriber or other ultimate user of telecommunications services provided by either of the Parties or, when Sprint has a business arrangement with a third party last mile provider for interconnection services, the ultimate user of voice services provided by the last mile provider.</u></p> <p><i>End User means the residential or business subscriber of telecommunications services provided by a Party, who is physically located within the service territory of Teleco, with either a contract or tariff arrangement with the Party.</i></p> <p>Sec. 1.1: <u>This Agreement may be used by Sprint to provide retail services or wholesale services to third-party customers its End Users. The third-party Telecommunications Traffic and traffic subject to access Sprint deliveries to ILEC, including CMRS Traffic, is treated under this Agreement as Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.</u></p>	<p>Yes, The definition of End User should include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services.</p>	<p>No, the End User definition should not include any end users other than Sprint's retail customer.</p>

EXHIBIT C

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Sec. 20.6		<p>20.6 <u>No Third-Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right. Sprint has indicated that it has or intends to use the services provided herein for its wholesale customers. The Parties specifically agree that ILEC's responsibilities hereunder are only to Sprint and not any such "wholesale customer" and, correspondingly, Sprint is obligated to comply with all provisions of this Agreement for Traffic it originates from and terminates to such wholesale customers served by Sprint. Notwithstanding any limitation of liability in Section 18 or indemnification in Section 19, Sprint shall indemnify ILEC if any such wholesale customer bills and ILEC pays for the same services that Sprint has already billed ILEC under this Agreement and ILEC promptly notifies Sprint of the invoice and cooperates with Sprint in resolving the billing issues. The preceding sentence does not apply to any tort action or claim that any "wholesale customer" or ILEC may have against each other outside the obligations of this Agreement.</u></p> <p>ILEC proposes no alternative language for 20.6.</p>		

SPRINT's Language (bold and underlined)
ILEC's Language (bold and italic)
Agreed Upon Language (Normal)

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
<p>Issue No. 2 Scope of the Agreement: Sec. 1.1</p> <p>Recitals: 2nd Recital</p> <p>3rd Recital</p> <p>4th Recital</p>	<p>Does the Telecommunications Act authorize the Commission to arbitrate terms and conditions of interconnection obtained under Section 251(a) of the Telecommunications Act? If yes, what terms and conditions should the Commission impose on the Parties in this proceeding?</p>	<p>2nd Recital: <i>WHEREAS Sprint requested an agreement encompassing the duties of Section 251(b)(5), (2) and (3) of the Act;</i></p> <p>Sprint proposes no alternative language for the 2nd Recital.</p> <p>3rd Recital: <u>WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for interconnection, and the Parties intend to comply with these requirements; and</u></p> <p>ILEC proposes no alternative language for the 3rd Recital.</p> <p>4th Recital: <u>WHEREAS, The Parties desire to interconnect their respective networks to allow either Party to deliver its originating End User Telecommunications Traffic to the other Party for termination to the End Users of the other Party; and</u></p> <p>ILEC proposes no alternative language to the 4th Recital.</p>	<p>Yes.</p>	<p>No.</p>

SPRINT's Language (bold and underlined)
ILEC's Language (bold and italic)
Agreed Upon Language (Normal)

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
<p>5th Recital</p> <p>Sec 2.10 Definition of Interconnection</p> <p>Sec. 2.11 Definition of Interconnection Facility</p> <p>Sec. 2.17 Definition of Point of Interconnection ("POI")</p>		<p>5th Recital: WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will <u>interconnect their networks and</u> provide other services as required by <i>Sections 251(b)(2), (3) and (5)</i> of the Act and applicable law.</p> <p>Sec. 2.10: <u>Interconnection is as defined in 47 C.F.R. 51.5, and in accordance with Section 251(a).</u></p> <p>Sec. 2.11: <u>Interconnection Facility is the dedicated transport facility used to connect two carriers' networks.</u></p> <p>Sec. 2.17: <u>Point of Interconnection ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Traffic.</u></p> <p>ILEC proposes no alternative language for 2.10, 2.11 or 2.17.</p>		

SPRINT's Language (bold and underlined)
ILEC's Language (bold and italic)
Agreed Upon Language (Normal)

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Sec. 3 Interconnection		<p>Sec.3: <u>For Interconnection under 251(a) of the Act the following terms apply:</u></p> <p><u>3.1.1. For direct interconnection, Sprint will establish a minimum of one POI at any technically feasible point on the ILEC's network.</u></p> <p><u>3.1.1.1 Sprint will be responsible for engineering and maintaining its network on its side of the POI and ILEC will be responsible for engineering and maintaining its network on its side of the POI.</u></p> <p><u>3.1.1.2 Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.</u></p>		

SPRINT's Language (bold and underlined)
ILEC's Language (bold and italic)
Agreed Upon Language (Normal)

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Sec. 4 Technical Requirements for Interconnection		ILEC provides no alternative language for Section 3. Sec. 4: <u>4.1 Each Party will deliver its Traffic to the POI.</u> <u>4.2 The Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all Traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part (“ISUP”) and Transaction Capability User Part (“TCAP”) messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to, the originating End User telephone number, will be provided by each Party in conjunction with all Traffic it exchanges to the extent required by industry standards.</u>		

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Section 5		<p><u>4.3 The Parties will provide Calling Party Number (“CPN”) and/or Automatic Number Identification (“ANI”) on at least ninety-five percent (95%) of all Traffic delivered to the POI. Where CPN and/or ANI is not provided, the Parties agree that the Party receiving such Traffic shall assess, and the delivering Party shall pay to the receiving Party, the applicable intrastate terminating access charges.</u></p> <p>ILEC proposes no alternative language for Section 4.</p> <p>Sec. 5:</p> <p><u>5.1 Each party will provision a one-way interconnection facility for the delivery of its Traffic to the other party’s network except where the parties agree to use two-way facilities.</u></p> <p><u>5.1.1 For direct interconnection, Sprint will establish a minimum of one POI within the LATA at any technically feasible point on the ILEC’s network.</u></p> <p><u>5.1.2. Sprint will be responsible for engineering and maintaining its network on</u></p>		

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		<p><u>its side of the POI on ILEC's network and ILEC will be responsible for engineering and maintaining its network on its side of the POI on ILEC's network.</u></p> <p><u>5.1.3 For direct interconnection, TELCO will establish a minimum of one POI at any technically feasible point on Sprint's network within the LATA.</u></p> <p><u>5.1.4 TELCO will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network and Sprint will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network.</u></p> <p><u>5.1.5. Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.</u></p> <p><u>5.1.6. Sprint will provide TELCO a technically feasible POI within Sprint's</u></p>		

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		<p><u>network within the LATA for delivery of TELCO-originated traffic.</u></p> <p>ILEC proposes no alternative language for 5.1</p> <p><u>5.2 The parties may agree to use a two-way interconnection facility subject to the following terms.</u></p> <p><u>5.2.1 Sprint may provide one-hundred percent (100%) of two-way Interconnection Facility via lease of meet-point circuits between ILEC and a third party, lease of ILEC facilities, lease of third-party facilities, or use of its own facilities.</u></p> <p><u>5.2.2 When two-way Interconnection Facilities are utilized, each Party shall be financially responsible for that portion of the Interconnection Facility used to transmit its originating Traffic.</u></p> <p><u>5.2.3 If Sprint leases the two-way Interconnection Facility from ILEC, ILEC will reduce the recurring and non-recurring facility charges and only invoice Sprint for that percentage of the facility that carries Sprint-originated Traffic.</u></p>		

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		<p>Sec. 5.2.4: <u>If Sprint self-provisions or leases the Interconnection Facility from a third party, Sprint may charge ILEC for ILEC's proportionate share of the recurring and non-recurring facility charges for the Interconnection Facilities based upon that percentage of the facility that carries ILEC-originated Traffic.</u></p> <p>ILEC proposes no alternative language for Section 5.2</p> <p>Sec. 5.3: <u>A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current Traffic study data, if requested in writing.</u></p> <p>ILEC proposes no alternative language for 5.3.</p> <p>Sec. 5.4: <u>Interconnection Facilities that are leased from ILEC for interconnection purposes must be provided to Sprint at TELRIC-based rates. Notwithstanding any other provision of this Agreement, if Sprint elects to order</u></p>		

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<p>Sec. 6 Indirect Traffic Interconnection</p> <p>Sec. 6.1</p>		<p><u>interconnection facilities from ILEC's access tariff or purchases the Interconnection Facility under this Agreement section 5.1, 5.2, 5.3 and 5.5 will apply.</u></p> <p>ILEC proposes no alternative language for 5.4.</p> <p>Sec. 5.5: <u>Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total originated Telecommunications Traffic.</u></p> <p>ILEC proposes no alternative language for 5.5.</p> <p>Sec. 6: <u>6.1 The Parties agree to exchange Traffic indirectly through one or more third-party networks ("Intermediary Entity"). In an indirect interconnection arrangement there is no POI directly linking the two parties'</u></p>		

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Sec 6.2		<p style="text-align: center;"><u>networks.</u></p> <p><u>6.2 Once an Indirect Traffic arrangement between Sprint and ILEC's network is no longer considered by an originating Party to be an economically preferred method of interconnection, the Parties agree that the originating Party may provision a one-way Interconnection Facility at its own cost to deliver its Traffic to the terminating Party's network. If, however, the Parties mutually agree that the Indirect Traffic arrangement is no longer the economically preferred method of interconnection for both Parties and the Parties have agreed to use a two-way interconnection facility, Sprint will establish a direct interconnection with ILEC as set forth in this Agreement.</u></p>		
Section 6.4		<p>ILEC proposes no alternative language to 6.1 or 6.2.</p> <p><u>6.4 Each Party is responsible for the transport of originating calls from its network to the Intermediary Entity and for the payment of transit charges assessed by the Intermediary Entity.</u></p>		

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Sec. 7.1.1		<p>6.3 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with <i>any the</i> Intermediary Entity <i>they may use</i>.</p> <p>Sec 7.1.1:</p> <p>7.1.1 <u>Regardless of whether the Parties interconnect directly or indirectly,</u> <u>Reciprocal Compensation shall be applicable to the exchange of Telecommunications Traffic as defined in Section 2.19 above that originates and terminates at points within TELCOs service territory, as on file with the Commission.</u> For the purposes of billing compensation for Telecommunications Traffic, billed minutes will be based upon records/reports provided by one or more third parties, or actual usage recorded by the Parties, where available. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision <u>(conversation time)</u>. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Telecommunications Traffic shall be on a monthly basis and</p>		

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<p>Sec. 11 Physical Interconnection</p>		<p>shall be based on the aggregated measured usage less any <u>T</u> traffic identified by the billing Party as non-Telecommunications Traffic. <i>The rate for Reciprocal Compensation is as found in Schedule 1 Pricing Bill and Keep</i></p> <p>Sec. 11: <u>11.1 The Parties will mutually agree on the appropriate sizing for two-way facilities. The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Interconnection facilities provided by each Party shall, where technically available, be formatted using Bipolar 8 Zero Substitution ("B8ZS"). The Grade of Service for all facilities between the Parties will be engineered and provisioned to achieve P.01 Grade of Service. Each Party shall make available to the other Party trunks over which the originating Party can terminate Telecommunications Traffic of the End Users of the originating Party to the End Users of the terminating Party, provided, however, that each Party retains the right to modify the trunk facilities it</u></p>		

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Section 12 Trunk Forecasting		<p style="text-align: center;"><u>provides to its side of the POI.</u></p> <p><u>11.2 The electrical interface at the POI will be for a DS1 level. If any other electrical interface is mutually agreed to by the Parties, then each Party shall provide any required multiplexing to a DS1 level.</u></p> <p><u>11.3 Prior to the establishment of a direct connection of the parties' networks, each Party will provide the other with a point of contact for escalation for ordering and provisioning related matters and, if a two-way interconnection facility is used, the reconciliation of trunk forecasts.</u></p> <p>ILEC proposes no alternative language for Section 11.</p> <p>Sec. 12: <u>12.1 The Parties will work towards the development of joint forecasting responsibilities if a two-way Interconnection Facility is used. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information</u></p>		

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Section 13.4		<p style="text-align: center;"><u>must be provided by the Parties to each other upon reasonable request, per Section 11.3 above.</u></p> <p>ILEC proposes no alternative language for Section 12.</p> <p>Sec. 13.4: <u>The Parties agree to:</u></p> <p><u>13.4.1 cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner;</u></p> <p><u>13.4.2 provide trained personnel with adequate and compatible test equipment to work with each other's technicians;</u></p> <p><u>13.4.3 promptly notify each other when there is any change affecting the service requested, including the date service is to be started;</u></p> <p><u>13.4.4 coordinate and schedule testing activities of their own personnel, and</u></p>		

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		<p><u>others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;</u></p> <p><u>13.4.5 perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other;</u></p> <p><u>13.4.6 provide each other with a trouble reporting number to a work center;</u></p> <p><u>13.4.7 where reasonably practical, immediately report to each other any equipment failure which may affect the interconnection trunks;</u></p> <p><u>13.4.8 provide, based on the trunking architecture, for mutual tests for system assurance for the proper recording of AMA records in each Party's switch. (where such tests are repeatable on demand by either Party upon reasonable notice).</u></p> <p>Sec. 13.5: <u>A maintenance service charge applies per the</u></p>		

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
<p>Issue No. 4</p> <p>Sec. 2.15 Definition of Percent Interstate usage ("PIU")</p> <p>Sec. 2.16 Definition of Percent Local usage ("PLU")</p> <p>Sec. 2.22 Definition of Traffic And where the term is used throughout the agreement: 1.2, 3.1.1.2, 4.1, 4.2, 4.3, 5.1, 5.1.5, 5.2.2, 5.2.3, 5.2.4, 5.3, 5.6, 5.6.1, 5.6.2, 6, 6.1, 6.2, 7.2.2,</p>	<p>Should the Interconnection Agreement permit the Parties to combine all traffic subject to reciprocal compensation charges and traffic subject to access charges onto the interconnection trunks?</p>	<p>Sec 2.15: <u>Percent Interstate Usage ("PIU") is a calculation which represents the ratio of minutes subject to access to the sum of those minutes plus all other minutes sent between the parties over Interconnection trunks.</u></p> <p>ILEC proposes no alternative language to 2.15</p> <p>Sec. 2.16: <u>Percent Local Usage ("PLU") is a calculation which represents the ratio of the minutes subject to reciprocal compensation to the sum of those minutes plus all other minutes sent between the Parties over Interconnection trunks.</u></p> <p>ILEC proposes no alternative language to 2.16.</p> <p>Section 2.22 <u>Traffic includes both Telecommunications Traffic and traffic subject to access charges.</u></p>	<p>Yes, all traffic should be combined on the same interconnection facilities to allow for the most efficient way to interconnect.</p>	<p>No.</p>

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9.3, 10, 10.1, 10.4, 14.1, 14.2, 18.1, 20.6		<p>Sec. 1.1: <u>This Agreement may be used by Sprint to provide retail services or wholesale services to third-party customers <i>its End Users</i>. The third-party Telecommunications Traffic and traffic subject to access Sprint deliveries to ILEC, including CMRS Traffic, is treated under this Agreement as Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.</u></p> <p>Sec. 1.2: This Agreement addresses the terms and conditions under which Sprint and TELCO agree to exchange <i>only Telecommunications T</i>traffic between their respective networks.</p> <p>Sec. 1.7: The Parties agree that this agreement excludes all Internet Service Provider (ISP) and ISP bound <i>T</i>traffic. ;<i>all CMRS traffic; all traffic subject to access charges, and all VOIP traffic.</i></p> <p>Sec. 5.6:</p>		
Scope of the Agreement – Sec. 1.1				
Scope of the Agreement – Sec. 1.2				
Scope of the Agreement – Sec. 1.7				

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Sec. 5.6		<p><u>Sprint and ILEC may utilize existing and new trunks and interconnection facilities for the mutual exchange of Traffic pursuant to the following:</u></p> <p><u>5.6.1 The terminating Party shall measure and accurately identify the Traffic delivered on combined trunks/facilities as Telecommunications Traffic (wireline or wireless) or Telecommunications Traffic subject to access charges (wireline or wireless). The charges for usage and underlying trunks/facilities shall be subject to appropriate compensation based on jurisdiction and the cost sharing provisions as provided in this Section 5. Neither Party shall assess access charges to the other Party for the termination of Telecommunications Traffic.</u></p> <p><u>5.6.2 If the terminating Party is not able to measure and accurately identify the jurisdiction of the Traffic, the other Party shall provide factors necessary to appropriately jurisdictionalize the Traffic.</u></p> <p><i>5.7.1 The terminating Party shall measure and accurately identify the Ttraffic delivered as</i></p>		

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Sec. 7.2		<p><i>Telecommunications Traffic subject to reciprocal compensation or traffic subject to access charges. The charges for usage shall be subject to appropriate compensation based on jurisdiction.</i></p> <p><i>5.7.2 The originating Party shall provide information necessary to appropriately jurisdictionalize the traffic.</i></p> <p><u>5.6.3</u> Each Party may inspect the development of the other Party's actual usage or the development of the jurisdictional usage factors, as set forth in the inspection provisions, Section 10.3, of this Agreement.</p> <p><i>5.7.3. Each Party shall comply with the provisions contained in SDCL 49-31-109 through 49-31-115.</i></p> <p>Sprint proposes the accepted alternative language in 1.6 for Section 5.7.3.</p> <p>Sec. 7.2: 7.2.1 Compensation for the termination of toll traffic <i>subject to access charges</i> and origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations.</p>		

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		<p style="text-align: center;"><u>and consistent with the provisions of this Agreement.</u></p> <p><u>7.2.2 If a Party sends Traffic other than Telecommunications Traffic over the interconnection arrangement, and if the terminating Party is unable to measure the jurisdiction of the Traffic, the other party will provide the termination party a PLU and PIU to determine the appropriate intercarrier compensation subject to section 5.5.</u></p> <p>ILEC proposes Section 5.7.3 as alternative language for 7.2.2.</p>		
Issue No. 5 2.19 Definition of Reciprocal Compensation	What is the appropriate reciprocal compensation rate for the termination of Telecommunications Traffic?	2.19 <u>Reciprocal Compensation means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier's network facilities of Telecommunications Traffic that originates on the network facilities of the other carrier.</u> 47 C.F.R. § 51.701(e) and 251(b)(5). 2.19	<u>Bill and Keep is the appropriate reciprocal compensation rate until the ILEC has proposed and Sprint has accepted the ILEC's Rate</u>	The ILEC proposed reciprocal compensation for intercarrier compensation, however, to date no rate has been proposed.

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Sec. 7.1 Compensation for Telecommunications Traffic .		<p><i>Reciprocal Compensation is as defined in 47 C.F.R. § 51.701(e) and 251(b)(5).</i></p> <p><u>7.1.1 Regardless of whether the Parties interconnect directly or indirectly, Reciprocal Compensation shall be applicable to the exchange of Telecommunications Traffic as defined in Section 2.19 above that originates and terminates at points within TELCOs service territory, as on file with the Commission. For the purposes of billing compensation for Telecommunications Traffic, billed minutes will be based upon records/reports provided by one or more third parties, or actual usage recorded by the Parties, where available. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision (conversation time). The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Telecommunications Traffic shall be on a monthly basis and shall be based on the aggregated measured usage less any traffic identified by the billing Party as non-Telecommunications Traffic. The rate for</u></p>		

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Issue No. 6 Sec 2.13. Definition of Local Number Portability	Should Sprint's proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement?	<p>Reciprocal Compensation is as found in <u>Schedule 1 Pricing Bill and Keep.</u></p> <p>Sec. 2.13: <u>Local Number Portability (LNP) provides an End User of telecommunications service the ability to retain its existing telephone number when changing from one telecommunications carrier to another. The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.</u></p> <p><i>Local Number Portability or Number Portability is as defined in 47 C.F.R. 52.21(k).</i></p>	Yes, the ILECs have an obligation to provide Number Portability to Sprint.	No, since ILEC has operationalized Number Portability, the language should not be in the Agreement.
Sec. 9 Local Number Portability		<p>Sec. 9: <u>9.1 The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or contract.</u></p>		

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		<p><u>9.2 Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's reasonable request and, perform tests to validate the operation of the network.</u></p> <p><u>9.3 The Parties agree that Traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.</u></p> <p><u>9.4 Coordinated LNP Activities During Non-Business Hours. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated routine LNP activities between the normal business hours of 8:00 a.m. and 5:00 p.m. If an "LNP Date Modifications/ End User Not Ready" request is made outside normal business hours (if available) or is made within normal business hours and</u></p>		

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		<p><u>requires additional internal or outside work force, the Requesting Party (i.e. the Porting Party or the New Service Provider) will be assessed an Expedited Order Charge.</u></p> <p><u>9.5 Each Party is responsible for obtaining a authority from each End User initiating LNP from one Party to the other Party. The Parties agree to follow Federal, and where applicable State rules.</u></p> <p><u>9.6 The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when an End User ports his or her telephone number.</u></p> <p><u>9.7 Combined LNP Requests. Each Party will accept LNP requests from the other Party for one End User that includes multiple requests for LNP only where the End User will retain each of the telephone numbers identified in the LNP request.</u></p> <p>ILEC proposes the following as alternative language:</p> <p><i>9.8 The Parties agree that Intra- modal</i></p>		

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Sec. 14 Office Code Translations		<p><i>Local Number portability (LNP) is not required until 6 months after the Commission rules on the Suspension or Modification Petition concerning Intra-modal LNP, if such order requires the implementation of Intra-modal LNP.</i></p> <p>Sec. 14:</p> <p>14.1 <u>It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route Traffic to the other Party's assigned NXX codes at all times.</u></p> <p>14.2 <u>When more than one carrier is involved in completing that Traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides. For Traffic exchanged under this Agreement the N-1 is the originating carrier (i.e. ILEC or Sprint).</u></p> <p>ILEC proposes no alternative language for 14.2.</p>		

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><u>14.3 If a Party does not fulfill its N-1 carrier responsibility the other party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.</u></p>		
<p>Issue No. 7 Sec. 15</p>	<p>Should the ILEC-proposed Directory Listing provisions, as modified by Sprint, be adopted and incorporated into the Interconnection Agreement?</p>	<p>15.3 Sprint shall not <u>be required to</u> provide TELCO with any information regarding Sprint's <u>End User End User</u> where that <u>End User End User</u> has selected "non published" or like status with Sprint. <u>If Sprint provides "non published" information regarding Sprint's End User to TELCO, TELCO will not charge Sprint.</u></p> <p>15.4 Sprint will provide TELCO with the directory information for all its <u>End Users End Users</u> in the format specified</p>	<p>Yes, the ILEC proposed provisions, as modified by Sprint should be adopted and incorporated into the agreement.</p>	<p>No.</p>

SPRINT's Language (bold and underlined)
ILEC's Language (bold and italic)
Agreed Upon Language (Normal)

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p>by the TELCO or its publisher. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by TELCO, as appropriate with each order, to provide TELCO the ability to identify listing ownership. Sprint will provide all End User listings at no charge to TELCO or its publisher. <i>Additionally, Sprint will provide all End User listings for any other operating area it serves that is within the TELCO's directory distribution area at no charge to TLECO or its publisher.</i></p> <p>15.5 Sprint's <u>End Users' End Users</u> standard primary listing information in the telephone directories will be provided at no charge. <u>Sprint will pay TELCO's charges as contained in TELCO's general subscriber service tariff, for additional and foreign telephone directory listings that may be assessed to its End Users. No other charges will apply to directory listings.</u></p> <p>15.7 TELCO will accord Sprint directory listing information the same level of confidentiality which TELCO accords its own directory listing information. Sprint grants TELCO full authority</p>		

SPRINT's Language (bold and underlined)
ILEC's Language (bold and italic)
Agreed Upon Language (Normal)

Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p>to provide Sprint subscriber listings, excluding non-published telephone numbers, to <u>its publisher</u> and, in addition to all other releases and indemnities in this Agreement, Sprint fully releases and agrees to indemnify TELCO and its publisher from any alleged or proven liability resulting from the provisioning of such listings.</p> <p>15.9 TELCO will distribute its telephone directories to Sprint's <u>End Users</u> <i>End Users</i> in the same manner it provides those functions for its own End Users. Sprint will provide any necessary delivery information. TELCO will place the same restrictions on Sprint's End Users as it does for itself when assigning book quantities. <i>Sprint shall pay TELCO's list price per directory for any additional directories requested.</i></p> <p>15.12 <u>To the extent ILEC maintains its own directory listings database, ILEC will provide to Sprint at Sprint's request, an auditable copy of listings of End Users served through Sprint, twice per year at no charge to Sprint.</u></p> <p><i>15.14.1 To the extent ILEC maintains its own Directory Assistance Database, ILEC will include and maintain Sprint subscriber listings in ILEC's directory assistance databases at no charge and will provide to Sprint at Sprint's request up to four times per</i></p>		

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ILEC's Language (bold and italic)
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Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<u>year and at no charge to Sprint, a report of listings of End Users served through Sprint.</u>		
Issue No. 8 Sec. 17.3 Sec. 17.5	Termination A) When a two-way interconnection facility is used, should Sprint and Interstate share the cost of the Interconnection Facility between their networks based on their respective percentages of originated traffic? B) Should the Interconnection Agreement contain provisions that allow the Parties to terminate the Agreement for: 1) a material breach; 2) if either Party's authority to provide service is revoked or terminated; or, 3) if either Party becomes insolvent or file for bankruptcy?	<p><u>Sec. 17.3:</u> Either party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term. <u>If ILEC sends a timely notice to terminate and Sprint replies with a timely notice for re-negotiation under section 18.2, this Agreement will continue in full force and effect until a new Agreement is effective through either negotiation, mediation or arbitration under 47 U.S.C. 252.</u></p> <p><u>Sec. 17.5:</u> Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice if (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during such thirty (30) day period, (b) the other Party's authority to provide the services provided herein is revoked or terminated, or (c) the other Party is insolvent, or files for bankruptcy (or other protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this</p>	Yes.	No.

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Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<i>Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.</i>		
Issue No. 9 Sec. 16.1	What 911 liability terms should be included in the Interconnection Agreement?	<u>Sec. 16.1:</u> <u>Each Party is solely responsible for the receipt and transmission of 911/E911 Ttraffic originated by users of its Telephone Exchange Services. Each Party shall route 911/E911 calls over a direct trunk to the selective router for the TELCO's service territory. To the extent that a Party incorrectly routes such Ttraffic, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls to the extent liability is not limited under federal or state law.</u>	Sprint' s language should be accepted.	ILEC's language should be accepted.
Issue No. 10 Sec. 20	What Force Majeure terms should be included in the Interconnection Agreement?	20.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority,	Sprint's language should be accepted.	ILEC's language should be accepted.

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ILEC's Language (bold and italic)
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Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p>embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, <i>labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts.</i></p> <p>20.4. In the event of such delay, each Party shall perform its obligations at a performance level no less than that which is uses for its own operations. In the event of such performance delay or failure by <i>either Party ILEC, that Party ILEC</i> agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that <i>of the other Party or Sprint.</i></p> <p>Sec. 20.5. <i>20.5. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.</i></p> <p>Sec. 20.6. No Third-Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right. <u>Sprint has indicated that it has or intends to use the services provided herein</u></p>		

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Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><u>for its wholesale customers. The Parties specifically agree that ILEC's responsibilities hereunder are only to Sprint and not any such "wholesale customer" and, correspondingly, Sprint is obligated to comply with all provisions of this Agreement for Traffic it originates from and terminates to such wholesale customers served by Sprint. Notwithstanding any limitation of liability in Section 18 or indemnification in Section 19, Sprint shall indemnify ILEC if any such wholesale customer bills and ILEC pays for the same services that Sprint has already billed ILEC under this Agreement and ILEC promptly notifies Sprint of the invoice and cooperates with Sprint in resolving the billing issues. The preceding sentence does not apply to any tort action or claim that any "wholesale customer" or ILEC may have against each other outside the obligations of this Agreement.</u></p> <p>Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots,</p>		

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Disputed Points List
 Sprint Communications Company L.P. / City of Brookings Utilities, Telephone Division d/b/a Swiftel Communications
 Dated: October 10, 2006

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, <i>labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts.</i>		

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ILEC's Language (bold and italic)
Agreed Upon Language (Normal)

INTERCONNECTION AGREEMENT

By and Between

**BROOKINGS MUNICIPAL UTILITIES,
D/B/A SWIFTEL COMMUNICATIONS**

And

SPRINT COMMUNICATIONS COMPANY L.P.

THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF SPRINT WITH RESPECT TO INTERCONNECTION AND RESALE. SPRINT RESERVES THE RIGHT TO MODIFY THIS DRAFT AGREEMENT, INCLUDING ANY APPENDICES, SCHEDULES AND ATTACHMENTS, AT ANY TIME PRIOR TO THE EXECUTION OF A FINAL AGREEMENT BY BOTH PARTIES. THIS DOCUMENT IS NOT AN OFFER. ANY PROPOSALS OR AGREEMENTS DURING NEGOTIATIONS ARE PROVIDED FOR NEGOTIATION DISCUSSION PURPOSES BASED ON ILEC SPECIFIC CIRCUMSTANCES.

SPRINT's Language (bold and underlined)

ILEC's Language (bold and italic)

Agreed Upon Language (Normal)

EXHIBIT D

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This Interconnection Agreement (“Agreement”) is **entered into** the _ day of _ 2006 by and between Brookings Municipal Utilities d/b/a Swiftel Communications with offices at 525 Western Avenue, Brookings, SD 57006 (“TELCO”) and Sprint Communications Company L.P. a Delaware limited partnership with offices at 6160 Sprint Parkway, Overland Park, Kansas 66251 (“Sprint”). TELCO and Sprint may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, TELCO is an incumbent local exchange carrier (“ILEC”) and Sprint is a competitive local exchange carrier (“CLEC”).

WHEREAS, Sprint requested an agreement encompassing the duties of Section 251(b)(5), (2) and (3) of the Act;

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for interconnection, and the Parties intend to comply with these requirements; and

WHEREAS, The Parties desire to interconnect their respective networks to allow either Party to deliver its originating End User Telecommunications Traffic to the other Party for termination to the End Users of the other Party; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will **interconnect their networks and** provide other services as required by *Sections 251(b)(5), (2), and (3) of the Act* and applicable law.

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Scope of Agreement

- 1.1 This Agreement may be used by Sprint to provide retail services or wholesale services to **third-party customers its End Users. The third-party Telecommunications Traffic and Traffic subject to access Sprint delivers to ILEC, including CMRS Traffic, is treated under this Agreement as Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.**
- 1.2. This Agreement addresses the terms and conditions under which Sprint and TELCO agree to exchange *only Telecommunications T*traffic between their respective networks.
- 1.3. All Telecommunications Traffic exchanged between the Parties shall be subject to the compensation mechanism provided for in Section 7 below.

- 1.4 Each Party agrees that it will not knowingly provision any of its services in a manner that permits the arbitrage and/or circumvention of the application of switched access charges by the other Party.
- 1.5 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement.
- 1.6 Each Party shall comply with all Federal, State, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. In addition, each Party is responsible for obtaining and maintaining in effect all State regulatory commission approvals and certifications.
- 1.7 The Parties agree that this Agreement excludes all Internet Service Provider (ISP) and ISP bound Ttraffic.; ***all CMRS traffic; all traffic subject to access charges, and all VOIP traffic.***
- 1.8 The Parties agree to comply with the Communications Assistance for Law Enforcement Act ("CALEA").

2. Definitions

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not defined specifically shall have the meaning ascribed to such term in the Act. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

- 2.1 Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.2 **Bill and Keep means that neither of the two Parties charges the other for the termination of Telecommunications Traffic.**
- 2.3 CMRS Traffic means traffic originated by or terminated to a Commercial Mobile Radio Service provider, as defined in 47 C.F.R. 20.3.
- 2.4 Commission means the South Dakota Public Utilities Commission.
- 2.5 DS1 means a transport channel capable of transmitting a digital signal transmission rate of 1.544 Megabits per second ("Mbps").

- 2.6. DS3 means a transport channel capable of transmitting at a digital signal rate of 44.736 Mbps.
- 2.7. End User means the residential or business subscriber or other ultimate user of telecommunications services provided by either of the Parties or, when Sprint has a business arrangement with a third party last mile provider for interconnection services, the ultimate user of voice services provided by the last mile provider.
- End User means a residential or business subscriber of telecommunications services provided by a Party, who is physically located within the service territory of Teleco, with either a contract or tariff arrangement with the Party.*
- 2.8. Extended Area Service or EAS means a telecommunications service that expands a local calling area to include another local exchange area as defined in ARSD 20:10:24:01(7).
- 2.9. EAS traffic means two-way traffic that falls within the definition of “EAS” that is exchanged between the Parties.
- 2.10. Interconnection is as defined in 47 C.F.R. 51.5, and in accordance with Section 251(a).
- 2.11. Interconnection Facility is the dedicated transport facility used to connect two carriers’ networks.
- 2.12. Local Access and Transport Area (“LATA”) has the same meaning as that contained in the Act.
- 2.13. Local Number Portability (LNP) provides an End User of telecommunications service the ability to retain its existing telephone number when changing from one telecommunications carrier to another. The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.
- Local Number Portability or Number Portability is as defined in 47C.F.R.. 52.21(k)*
- 2.14. NPA-NXX means the first six digits of a ten-digit telephone number, which denote a consecutive 10,000 number block within the North American Numbering Plan. As used in the Agreement, the term refers exclusively to geographic NPAs associated with Rate Center areas and excludes Service Access Codes (e.g., 8XX, 900, 555, etc.), unless otherwise specifically noted.
- 2.15. Percent Interstate Usage (“PIU”) is a calculation which represents the ratio of minutes subject to access to the sum of those minutes plus all other minutes sent between the parties over Interconnection trunks.

- 2.16. Percent Local Usage (“PLU”) is a calculation which represents the ratio of the minutes subject to reciprocal compensation to the sum of those minutes plus all other minutes sent between the Parties over Interconnection trunks.**
- 2.17. Point of Interconnection (“POI”) means the physical location(s) at which the Parties’ networks meet for the purpose of exchanging Traffic.**
- 2.18. Rate Center means a geographic area used as a metric in rating wireline calls. The geographic area (a.k.a. as an “Exchange”) coincides with the wire center(s) boundaries of the TELCO as defined by the Commission. The size/number of rate centers are regulated by the Commission. Rate Centers are used by LECs in conjunction with rating local and intra-LATA calls.
- 2.19. Reciprocal Compensation means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier’s network facilities of Telecommunications Traffic that originates on the network facilities of the other carrier. 47 C.F.R. § 51.701(e) and 251(b)(5).**
- Reciprocal Compensation is as defined in 47 C.F.R. § 51.701(e) and 251(b)(5).*
- 2.20. SS7 means Signaling System 7, the common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).
- 2.21. Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b), subject to 251(b)(5), **and includes CMRS Traffic.**
- 2.22. Traffic includes both Telecommunication Traffic and traffic subject to access charges.**

3. **Interconnection**

For Interconnection under 251(a) of the Act the following terms apply:

3.1. Points of Interconnection

3.1.1. For direct interconnection, Sprint will establish a minimum of one POI at any technically feasible point on the ILEC’s network.

3.1.1.1. Sprint will be responsible for engineering and maintaining its network on its side of the POI and ILEC will be responsible for engineering and maintaining its network on its side of the POI.

3.1.1.2. Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring,

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ILEC’s Language (bold and italic)

Agreed Upon Language (Normal)

and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.

4. Technical Requirements for Interconnection

- 4.1. Each party will deliver its Traffic to the POI.
- 4.2. The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all Traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to, the originating telephone number, will be provided by each Party in conjunction with all Traffic it exchanges to the extent required by industry standards.
- 4.3. The Parties will provide Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all Traffic delivered to the POI. Where CPN and/or ANI is not provided, the Parties agree that the Party receiving such Traffic shall assess, and the delivering Party shall pay to the receiving Party, the applicable intrastate terminating access charges.

5. Interconnection Facility

- 5.1. Each party will provision a one-way interconnection facility for the delivery of its Traffic to the other party's network except where the parties agree to use two-way facilities.
- 5.1.1. For direct interconnection, Sprint will establish a minimum of one POI within the LATA at any technically feasible point on the ILEC's network.
- 5.1.2. Sprint will be responsible for engineering and maintaining its network on its side of the POI on ILEC's network and ILEC will be responsible for engineering and maintaining its network on its side of the POI on ILEC's network.
- 5.1.3. For direct interconnection, TELCO will establish a minimum of one POI at any technically feasible point on Sprint's network within the LATA.

- 5.1.4. TELCO will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network and Sprint will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network.
- 5.1.5. Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.
- 5.1.6 Sprint will provide TELCO a technically feasible POI within Sprint's network within the LATA for delivery of TELCO-originated traffic.
- 5.2. The parties may agree to use a two-way interconnection facility subject to the following terms.
- 5.2.1. Sprint may provide one-hundred percent (100%) of two-way Interconnection Facility via lease of meet-point circuits between ILEC and a third party, lease of ILEC facilities, lease of third-party facilities, or use of its own facilities.
- 5.2.2. When two-way Interconnection Facilities are utilized, each Party shall be financially responsible for that portion of the Interconnection Facility used to transmit its originating Traffic.
- 5.2.3. If Sprint leases the two-way Interconnection Facility from ILEC, ILEC will reduce the recurring and non-recurring facility charges and only invoice Sprint for that percentage of the facility that carries Sprint-originated Traffic.
- 5.2.4. If Sprint self-provisions or leases the Interconnection Facility from a third party, Sprint may charge ILEC for ILEC's proportionate share of the recurring and non-recurring facility charges for the Interconnection Facilities based upon that percentage of the facility that carries ILEC-originated Traffic.
- 5.3. A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current Traffic study data, if requested in writing.
- 5.4. Interconnection Facilities that are leased from ILEC for interconnection purposes must be provided to Sprint at TELRIC-based rates. Notwithstanding any other provision of this Agreement, if Sprint elects to order interconnection facilities from ILEC's access tariff or purchases the

Interconnection Facility under this Agreement section 5.1, 5.2, 5.3 and 5.5 will apply.

5.5. Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total originated Telecommunications Traffic.

5.6. Sprint and ILEC may utilize existing and new trunks and interconnection facilities for the mutual exchange of Traffic pursuant to the following:

5.6.1. The terminating Party shall measure and accurately identify the Traffic delivered on combined trunks/facilities as Telecommunications Traffic (wireline or wireless) or Telecommunications Traffic subject to access charges (wireline or wireless). The charges for usage and underlying trunks/facilities shall be subject to appropriate compensation based on jurisdiction and the cost sharing provisions as provided in this Section 5. Neither Party shall assess access charges to the other Party for the termination of Telecommunications Traffic.

5.6.2. If the terminating Party is not able to measure and accurately identify the jurisdiction of the Traffic, the other Party shall provide factors necessary to appropriately jurisdictionalize the Traffic.

5.6.3 Each Party may inspect the development of the other Party's actual usage or the development of the jurisdictional usage factors, as set forth in the inspection provisions, Section 10.3, of this Agreement.

5.7. Traffic Measurement and Identification

5.7.1. The terminating Party shall measure and accurately identify the Traffic delivered as Telecommunications Traffic subject to reciprocal compensation or traffic subject to access charges. The charges for usage shall be subject to appropriate compensation based on jurisdiction.

5.7.2. The originating Party shall provide information necessary to appropriately jurisdictionalize the traffic.

5.7.3. Each Party shall comply with the provisions contained in SDCL 49-31-109 through 49-31-115.

6. Indirect Traffic Interconnection

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- 6.1. The Parties agree to exchange Traffic indirectly through one or more third-party networks (“Intermediary Entity”). In an indirect interconnection arrangement there is no POI directly linking the two parties’ networks.
- 6.2. Once an Indirect Traffic arrangement between Sprint and ILEC’s network is no longer considered by an originating Party to be an economically preferred method of interconnection, the Parties agree that the originating Party may provision a one-way Interconnection Facility at its own cost to deliver its Traffic to the terminating Party’s network. If, however, the Parties mutually agree that the Indirect Traffic arrangement is no longer the economically preferred method of interconnection for both Parties and the Parties have agreed to use a two-way interconnection facility, Sprint will establish a direct interconnection with ILEC as set forth in this Agreement.
- 6.3. Each Party acknowledges that it is the originating Party’s responsibility to enter into transiting arrangements with *any the* Intermediary Entity *they may use*.
- 6.4. Each Party is responsible for the transport of originating calls from its network to the Intermediary Entity and for the payment of transit charges assessed by the Intermediary Entity.

7. Intercarrier Compensation

7.1. Compensation for Telecommunications Traffic

7.1.1. Regardless of whether the Parties interconnect directly or indirectly, Reciprocal Compensation shall be applicable to the exchange of Telecommunications Traffic **as defined in Section 2.19 above that originates and terminates at points within TELCOs service territory, as on file with the Commission.** For the purposes of billing compensation for Telecommunications Traffic, billed minutes will be based upon records/reports provided by one or more third parties, or actual usage recorded by the Parties, where available. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision (**conversation time**). The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Telecommunications Traffic shall be on a monthly basis and shall be based on the aggregated measured usage less any traffic identified by the billing Party as non-Telecommunications Traffic. *The rate for Reciprocal Compensation is as found in Schedule 1 Pricing Bill and Keep.*

7.2. Compensation for Toll Traffic (non-47 C.F.R. 51.701(b) Traffic)

7.2.1. Compensation for the termination of **toll** traffic *subject to access charges* and the origination of 800 traffic between the Parties shall be

based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.

7.2.2. If a Party sends Traffic other than Telecommunications Traffic over the interconnection arrangement, and if the terminating Party is unable to measure the jurisdiction of the Traffic, the other party will provide the termination party a PLU and PIU to determine the appropriate intercarrier compensation subject to section 5.5.

ILEC references the SD law language for this section in 5.7.3.

7.2.3. Calling Party Number. Each Party will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

8. Dialing Parity

8.1. Both Parties shall provide local and toll dialing parity in accordance with 47 U.S.C. Section 251(b)(3) and applicable rules of the Federal Communications Commission and any relevant state commission and FCC orders or court decisions interpreting those rules.

9. Local Number Portability

9.1. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or contract.

9.2. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's reasonable request and, perform tests to validate the operation of the network.

9.3. The Parties agree that Traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines

9.4. Coordinated LNP Activities During Non-Business Hours. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated routine LNP activities between the normal business hours of 8:00 a.m. and 5:00 p.m. If an "LNP Date Modifications/ End User Not Ready" request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the Requesting Party (i.e. the

Porting Party or the New Service Provider) will be assessed an Expedited Order Charge.

- 9.5. Each Party is responsible for obtaining a authority from each End User initiating LNP from one Party to the other Party. The Parties agree to follow Federal, and where applicable State rules.
- 9.6. The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when an End User ports his or her telephone number.
- 9.7. Combined LNP Requests. Each Party will accept LNP requests from the other Party for one End User that includes multiple requests for LNP only where the End User will retain each of the telephone numbers identified in the LNP request.
- 9.8. *The Parties agree that Intra-modal Local Number Portability (LNP) is not required until 6 months after the Commission rules on the Suspension or Modification Petition concerning Intra-modal LNP, if such order requires the implementation of Intra-modal LNP.*

10. **Traffic Identifiers and Inspection**

- 10.1 On all *Telecommunications T*traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its switch(es) that generates an incorrect ANI, CPN, or other SS7 parameters then those associated with the originating End User End User. Where a Party becomes aware of an arrangement (or through reasonable diligence should have become aware of such an arrangement) being used by one of its End User End User that generates an incorrect ANI, CPN, or other SS7 parameters then those associated with the originating End User, that Party shall inform the other Party of the arrangement and shall take all necessary steps (including, but not limited to, regulatory or judicial action) required to terminate the use of such arrangement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on *Telecommunications T*traffic exchanged pursuant to this Agreement or did not disclose the existence of such an arrangement associated with one of its End User End Users, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the Ttraffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect parameters shall constitute a default of this Agreement.
- 10.2. Either Party may inspect the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any inspection will be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the requesting Party; (ii) subject to the reasonable scheduling requirements and

limitations of the requesting Party; (iii) at the inspecting Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the other Party's business operations; and (vi) in compliance with the other Party's security rules. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final inspection report to compensate for any errors or omissions which are disclosed by such inspection and are agreed to by the Parties.

- 10.3. The Parties agree that any inspection performed pursuant to this Section 10 shall be conducted using only the relevant data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement.
- 10.4. To assist such inspection, each Party shall keep six (6) months of usage records for the *Telecommunications* Traffic delivered by it to the other Party POI, if such records are kept in the ordinary course of business by the Parties.
- 10.5. Inspections may be performed by a qualified independent auditor or consultant paid for by the Party requesting the inspection.
- 10.6. Prior to commencing the review, the Party being reviewed may request the execution of a confidentiality agreement to protect confidential information disclosed through the course of the review at its sole discretion.

11. Physical Interconnection

- 11.1. The Parties will mutually agree on the appropriate sizing for two-way facilities. The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Interconnection facilities provided by each Party shall, where technically available, be formatted using Bipolar 8 Zero Substitution ("B8ZS"). The Grade of Service for all facilities between the Parties will be engineered and provisioned to achieve P.01 Grade of Service. Each Party shall make available to the other Party trunks over which the originating Party can terminate Telecommunications Traffic of the End Users of the originating Party to the End Users of the terminating Party, provided, however, that each Party retains the right to modify the trunk facilities it provides to its side of the POI.
- 11.2. The electrical interface at the POI will be for a DS1 level. If any other electrical interface is mutually agreed to by the Parties, then each Party shall provide any required multiplexing to a DS1 level.
- 11.3. Prior to the establishment of a direct connection of the parties' networks, each Party will provide the other with a point of contact for escalation for ordering and provisioning related matters and, if a two-way interconnection facility is used, the reconciliation of trunk forecasts.

12. **Trunk Forecasting**

12.1. The Parties will work towards the development of joint forecasting responsibilities if a two-way Interconnection Facility is used. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information must be provided by the Parties to each other upon reasonable request, per Section 11.3 above.

13. **Network Management**

- 13.1. Either Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Sprint and TELCO will immediately notify each other of any protective control action planned or executed.
- 13.2. Sprint and TELCO will cooperate and share pre-planning information regarding cross-network mass call-ins expected to generate large or focused temporary increases in call volumes. Both Parties will work cooperatively to reduce network congestion caused by such cross-network mass call-ins.
- 13.3. Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that impairs the quality of service to either Party's **End User End Users**, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm occurs or if a Party reasonably determines that a Network Harm is imminent, then such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
- 13.3.1. Promptly notify the other Party of such temporary discontinuance or refusal;

The Parties network operations contacts are as follows:

*For TELCO
Swiftel Communications
Network Maintenance/Central Office
8 AM – 5 PM M-F 605-692-8100
After Hours 605-692-6375*

- 13.3.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

13.4. The Parties agree to:

- 13.4.1. **cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner;**
- 13.4.2. **provide trained personnel with adequate and compatible test equipment to work with each other's technicians;**
- 13.4.3. **promptly notify each other when there is any change affecting the service requested, including the date service is to be started;**
- 13.4.4. **coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;**
- 13.4.5. **perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other;**
- 13.4.6. **provide each other with a trouble reporting number to a work center;**
- 13.4.7. **where reasonably practical, immediately report to each other any equipment failure which may affect the interconnection trunks;**
- 13.4.8. **provide, based on the trunking architecture, for mutual tests for system assurance for the proper recording of AMA records in each Party's switch. (where such tests are repeatable on demand by either Party upon reasonable notice).**

- 13.5. **A maintenance service charge applies per the TELCO's applicable tariff.**

- 13.6. **If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, then the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in the billing Party's approved intrastate access tariff. The maintenance service charge shall be those contained in a Party's interstate exchange access tariff applicable to engineering technicians.**

14. **Office Code Translations**

- 14.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route Traffic to the other Party's assigned NXX codes at all times.
- 14.2. When more than one carrier is involved in completing that Traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides. For Traffic exchanged under this Agreement the N-1 is the originating carrier (i.e. ILEC or Sprint).
- 14.3. If a Party does not fulfill its N-1 carrier responsibility the other party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

15. **Directory Listings and Distribution Services**

- 15.1. Sprint agrees to provide to TELCO or its publisher, as specified by TELCO, all subscriber list information (including additions, changes and deletions) for its **End Users End User**, physically located within TELCO's service territory as on file with the Commission. It is the responsibility of Sprint to submit directory listings in the prescribed manner to TELCO or its publisher, as specified by TELCO, prior to the directory listing publication cut-off date, which will be provided by TELCO to Sprint upon Sprint's request.
- 15.2. TELCO will include Sprint's **End User End User's** primary listings (residence and business) in its White Pages Directory, and if applicable in its Yellow Pages Directory under the appropriate heading classification as determined by publisher as well as in any electronic directories in which TELCO's own Customers are ordinarily included. Listings of **End User End Users** served by Sprint will be interfiled with listings of TELCO's **End User End Users** and the End Users of other LECs, in the local section of TELCO's directories.
- 15.3. Sprint shall not **be required to** provide TELCO with any information regarding Sprint's **End User End User** where that **End User End User** has selected "non published" or like status with Sprint. **If Sprint provides "non published" information regarding Sprint's End User to TELCO, TELCO will not charge Sprint.**
- 15.4. Sprint will provide TELCO with the directory information for all its **End Users End Users** in the format specified by the TELCO or its publisher. Subscriber list

information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by TELCO, as appropriate with each order, to provide TELCO the ability to identify listing ownership. Sprint will provide all End User listings at no charge to TELCO or its publisher. *Additionally, Sprint will provide all End User listings for any other operating area it serves that is within the TELCO's directory distribution area at no charge to TELCO or its publisher.*

- 15.5. Sprint's End Users' End Users' standard primary listing information in the telephone directories will be provided at no charge. Sprint will pay TELCO's charges as contained in TELCO's general subscriber service tariff, for additional and foreign telephone directory listings that may be assessed to its End Users. No other charges will apply to directory listings.
- 15.6. Both Parties will use their best efforts to ensure the accurate listing of Sprint's End User End User listings. Sprint is responsible for all listing questions and contacts with its End Users End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. Sprint will provide TELCO with appropriate internal contact information to fulfill these requirements.
- 15.7. TELCO will accord Sprint directory listing information the same level of confidentiality which TELCO accords its own directory listing information. Sprint grants TELCO full authority to provide Sprint subscriber listings, excluding non-published telephone numbers, to its publisher and, in addition to all other releases and indemnities in this Agreement, Sprint fully releases and agrees to indemnify TELCO and its publisher from any alleged or proven liability resulting from the provisioning of such listings.
- 15.8. Sprint is responsible for sending to TELCO by the date specified by TELCO an approximate directory count for Sprint's End Users End Users for the purpose of ensuring an adequate quantity of TELCO's directories is printed. Sprint shall not alter or otherwise change any aspect of the directory that TELCO provides. TELCO shall provide to Sprint the quantity of directories that Sprint previously specified.
- 15.9. TELCO will distribute its telephone directories to Sprint's End Users End Users in the same manner it provides those functions for its own End Users. Sprint will provide any necessary delivery information. TELCO will place the same restrictions on Sprint's End Users as it does for itself when assigning book quantities. *Sprint shall pay TELCO's list price per directory for any additional directories requested.*
- 15.10. Sprint agrees to release, defend, hold harmless and indemnify TELCO and/or TELCO's directory publisher from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever (except as may be provided for in Section 16 following) or, suffered, made, instituted, or asserted by any person arising out of TELCO's listing of the information provided by Sprint.

15.11. Nothing in this Section 15 shall require or obligate TELCO to provide a greater degree of service to a Sprint **End User** *End User* with respect to directory listings and publishing than those that TELCO provides to its **End Users** *End Users*.

15.12. To the extent ILEC maintains its own directory listings database, ILEC will provide to Sprint at Sprint's request, an auditable copy of listings of End Users served through Sprint, twice per year at no charge to Sprint.

15.13. In the case of rate centers and markets where ILEC does not maintain its own directory listings database, ILEC and Sprint will work cooperatively to establish a mechanism for Sprint to secure from the publisher or directory listings provider, copies of the directory listings of **End Users** *End Users* served through Sprint. This mechanism may include a letter of authorization, planning meetings, and other collaborative efforts, but will be at no cost to ILEC. To the extent ILEC uses a third-party to provide directory listing database, ILEC will cooperate with Sprint to obtain the necessary documentation to conduct an inspection related to those services.

15.14. Directory Assistance or Operator Assistance

15.14.1. To the extent ILEC maintains its own Directory Assistance Database, ILEC will include and maintain Sprint subscriber listings in ILEC's directory assistance databases at no charge and **will provide to Sprint at Sprint's request up to four times per year and at no charge to Sprint, a report of listings of End Users served through Sprint.**

15.14.2. The Parties will make the necessary provision for their own Operator Assistance Services.

16. Master Street Address Guide (MSAG) and 911

16.1. Each Party is solely responsible for the receipt and transmission of 911/E911 **T**traffic originated by users of its Telephone Exchange Services. Each Party shall route 911/E911 calls over a direct trunk to the selective router for the TELCO's service territory. To the extent that a Party incorrectly routes such **T**traffic, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls **to the extent liability is not limited under federal or state law.**

16.2. To the extent ILEC maintains a MSAG, ILEC shall provide Sprint with a file containing the MSAG for Sprint's respective exchanges.

16.3. Sprint or its agent shall provide initial and ongoing updates of Sprint's **End Users** *End Users* 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

17. Term of Agreement, Regulatory Approvals and Filing

- 17.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within fifteen (15) calendar days after obtaining the last required Agreement signature unless otherwise provided by the Commission. The Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval. Where this Agreement (or any provision therefore) is subject to arbitration, the Parties will undertake reasonable, good faith efforts to agree to such language requires to conform this Agreement with the Commission's arbitration decision; provided, however, that both Parties agree and recognize that such actions are without waiver of their rights with respect to and positions taken in such arbitration and without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement.
- 17.2. This Agreement shall commence when fully executed and approved by the Commission and have an initial term of one (1) year from the date of that Commission approval. The Parties agree that they can begin the implementation activity upon signature of both Parties. This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew. If such notice is given, this Agreement shall not renew.
- 17.3. Either party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term. **If ILEC sends a timely notice to terminate and Sprint replies with a timely notice for re-negotiation under section 18.2, this Agreement will continue in full force and effect until a new Agreement is effective through either negotiation, mediation or arbitration under 47 U.S.C. 252.**
- 17.4. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.
- 17.5. *Either Party may terminate this Agreement for cause upon thirty (30) days written notice if (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during the thirty (30) day period, (b) the other Party's authority to provide the services provided herein is revoked or terminated or (c) the other Party is insolvent, or files for bankruptcy. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.*

18. Limitation of Liability

- 18.1. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct of one Party, the liability of either Party to the other Party for damages arising out of (1) failure to comply with a direction to install, restore or terminate facilities, or (2) out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of **T**raffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 18.1 may be zero.
- 18.2. In no event shall either Party be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 19.
- 18.3. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

19. Indemnification

19.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, reasonable costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement, except to the extent caused by the indemnified Party's intentional or gross negligent acts or willful misconduct. Notwithstanding the foregoing indemnification, nothing in this Section 16.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulations or laws for the indemnified Party's provision of said services.

19.2. The indemnification provided herein shall be conditioned upon:

19.2.1. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

19.2.2. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. Prior to retaining legal counsel pursuant to this Section 19.2.2, the indemnifying Party shall seek written assurances from the legal counsel chosen that such counsel does not have any conflict of interest with the indemnified Party.

19.2.3. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

19.2.4. The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

19.2.5. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

19.3. To the extent permitted by law, and in addition to its indemnity obligations under Sections 19.1 and 19.2, each Party shall provide, in its Tariffs that relate to any telecommunications service provided or contemplated under this Agreement, that

in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (a) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (b) any Consequential Damages (as defined in subsection 18.2 above).

20. Force Majeure

- 20.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, ***labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts.***
- 20.2. If a Force Majeure event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.
- 20.3. Notwithstanding the provisions of Sections 20.1 and 20.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure event excuse either Party from an obligation to pay money as required by this Agreement.
- 20.4. In the event of such delay, each Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by ***either Party ILEC, that Party ILEC*** agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that ***of the other Party or Sprint.***
- 20.5. ***Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.***

20.6. No Third-Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right. **Sprint has indicated that it has or intends to use the services provided herein for its wholesale customers. The Parties specifically agree that ILEC's responsibilities hereunder are only to Sprint and not any such "wholesale customer" and, correspondingly, Sprint is obligated to comply with all provisions of this Agreement for Traffic it originates from and terminates to such wholesale customers served by Sprint. Notwithstanding any limitation of liability in Section 18 or indemnification in Section 19, Sprint shall indemnify ILEC if any such wholesale customer bills and ILEC pays for the same services that Sprint has already billed ILEC under this Agreement and ILEC promptly notifies Sprint of the invoice and cooperates with Sprint in resolving the billing issues. The preceding sentence does not apply to any tort action or claim that any "wholesale customer" or ILEC may have against each other outside the obligations of this Agreement.**

21. Agency

21.1. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

22. Nondisclosure of Proprietary Information

22.1. The Parties agree that it may be necessary to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, and Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information pursuant to Section 222(a), as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information shall include (a) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (b) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (c) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network. The Confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing

Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

22.2. Recipient shall have no obligation to safeguard Confidential Information (a) which was in the Recipient's possession free of restriction prior to its receipt from the Disclosing Party, (b) after it becomes publicly known or available through no breach of this Agreement by Recipient, (c) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (d) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency or to enforce or defend its actions under this Agreement, provided that the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until the Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

22.3. Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Section 19 by Recipient or its representatives and that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

23. Notices

Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, to the following addresses of the Parties:

For Sprint:

Sprint
Manager, ICA Solutions
Mailstop: KSOPHN0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251

With a copy to:

Sprint
Legal / Telecom Management Privacy Group
P.O. Box 7966
Shawnee Mission, KS 66207-0966

For TELCO:

W. James Adkins:
Brookings Municipal Utilities d/b/a Swiftel Communications:
P.O. Box 588:
Brookings, SD 57006

With a copy to:

or to such other location as the receiving Party may direct in writing. Notices will be deemed given as of (a) the next business day when notice is sent via express delivery service or personal delivery, or (b) three (3) days after mailing in the case of first class or certified U.S. mail.

24. Payments and Due Dates

- 24.1. All compensation payable pursuant to this Agreement shall be payable within thirty (30) days of the bill date. Payments are to be received within (30) day period from the effective date of the billing statement. All payments are subject to a late charge if not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of one and one-half percent (1.5 %) per month or the maximum amount allowed by law. The Party obligated to make payment under this Agreement shall also pay the Party seeking payment (the "Payee") the reasonable amount of the Payee's expenses related to the collection of overdue bills, including court costs and reasonable attorney fees.
- 24.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.

25. Severability

If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 26.

26. Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by

operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction .

27. Entire Agreement

This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

28. Multiple Counterparts

This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.

29. Dispute Resolution

- 29.1. No claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence that gives rise to the dispute.
- 29.2. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedure set forth in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach, except to the extent the dispute is service affecting. Either party may seek immediate resolution of a service affecting dispute.
- 29.3. At the written request of a Party, each Party will appoint a good faith representative having the authority to resolve such dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the

negotiations, are not so exempted and, if otherwise admissible, may be admitted as evidence in the arbitration or lawsuit.

- 29.4. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may submit the dispute to either the Commission, judicial forum of competent jurisdiction, or upon mutual agreement to the American Arbitration Association (“AAA”) for binding arbitration pursuant to their respective rules and practices of the entity to which the dispute is submitted for handling such.
- 29.5. Each Party shall bear its own costs associated with its activities taken pursuant to this Section 30.

30. Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of (a) the laws of the United States of America, including but not limited to the Act, the rules, regulations and orders of the FCC and (b) the laws of the State of South Dakota, without regard to its conflicts of laws principles, and (c) any orders and decisions of a court of competent jurisdiction . All disputes relating to this Agreement shall be resolved through the application of such laws.

31. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

32. Taxes

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement (the “Taxed Party”) and, consistent with Section 16, the Taxed Party shall indemnify and hold harmless the other Party for the Taxed Party’s failure to pay and/or report any applicable taxes and surcharges. Sprint is not required to pay any tax or surcharge for which it provides an exemption certificate or other proof of exemption to ILEC.

33. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

34. Publicity

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

35. Miscellaneous

35.1. TELCO does not waive, nor shall it be estopped from asserting, any rights it may have pursuant to 47 U.S.C. Section 251(f).

35.2. Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.

35.3. No License. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

35.4. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

35.5. No Warranties.

35.5.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

35.5.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT

GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF
INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY
INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

- 35.6. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.
- 35.7. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 35.8. Regulatory Changes. If a Federal or State regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order (collectively, "Regulatory Requirement") which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such Regulatory Requirement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the change in law.
- 35.9. No Third Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right.
- 35.10. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 35.11. Authorization. TELCO is a corporation duly organized, validly existing and in good standing under the laws of the State of South Dakota and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder. Sprint Communications Company, L.P. is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

Sprint Communications Company L.P.

TELCO

By: _____

By: _____

Type or Print Name

Type or Print Name

Title

Title

Date

Date

Schedule I

Pricing

SERVICE	CHARGE
RECIPROCAL COMPENSATION	<i>\$XXXX BILL AND KEEP</i>
<u>END OFFICE TERMINATION</u>	<i>\$xx.xx</i>
	<i>\$ TBD</i>
DIRECTORY DISTRIBUTION CHARGES	To be determined at time of the request
<u>INTERCONNECTION FACILITY</u>	<u>TELRIC BASED RATE</u>

SPRINT's Language (bold and underlined)

ILEC's Language (bold and italic)

Agreed Upon Language (Normal)

Karen Webb

From: Mary Sisak [mjs@bloostonlaw.com]
Sent: Tuesday, June 27, 2006 11:01 AM
To: Cronenwett, Sheryl [NTK]
Subject: RE: Proposed Interconnection Question

Sheryl,

Swiftel has one host office at 415 4th Street in Brookings and interconnection could take place at this office. Swiftel also is willing, however, to discuss any other point within the Swiftel service area that Sprint would like to consider for interconnection.

(Swiftel continues to maintain that interconnection pursuant to Section 251(a) is not part of the interconnection agreement currently being negotiated. Swiftel does not waive this position by the provision of this information.)

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: Friday, June 16, 2006 3:23 PM
To: Mary Sisak
Subject: Proposed Interconnection Question

Mary -

Would it be possible to obtain some details from Mr. Adkins regarding how he would propose Sprint would directly connect to Brookings/Swiftel? I know in past conversations we discussed the two host offices in Brookings. Would either/both of those be the proposed POIs from Brookings standpoint?

Thanks for your assistance.

Sheryl Cronenwett
Sprint Nextel Interconnection Services
Voice: 913-762-4288
Fax: 913-762-0117
sheryl.m.cronenwett@sprint.com

EXHIBIT E

10/13/2006

Karen Webb

From: Mary Sisak [mjs@bloostonlaw.com]
Sent: Thursday, May 11, 2006 11:39 AM
To: Cronenwett, Sheryl [NTK]
Subject: RE: Group of Questions/Sprint & Brookings

Sheryl,

Here are the answers to your questions.

1. 10.2 is ok with us.
2. On 15.3-- Swiftel's White Pages includes listings for other areas (areas in addition to the Swiftel service area) and Swiftel would like to include the Sprint listings for those other areas as well. If you like, I will get the list of areas included in the Swiftel White Pages.
3. 15.5-- Currently, any end user that wants additional listing services contracts with and pays Swiftel for those services. Your end users would do the same.
4. 15.9- I will inquire about getting a directory price list for you.
5. 15.12 and 15.14.1—Sprint should have a list of its own end users. Swiftel should not have to provide Sprint with this information.
6. 17.3—we are accepting the first part of 17.3. 17.5 is not intended to replace 17.3, and I believe it is not duplicative because 17.5 is termination for cause.

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, May 09, 2006 6:04 PM
To: Mary Sisak
Subject: Group of Questions/Sprint & Brookings

Mary -

I have attached a document with my last group of questions for now. Since we had so many documents going back and forth, we need to be clear on what we are agreeing, disputing etc. As far as the numbering, I tried to show the previous section number and new section number.

Could you please review and let me know your responses?

Thanks -

Sheryl Cronenwett

10/13/2006

Sprint Nextel Interconnection Services

Voice: 913-762-4288

Fax: 913-762-0117

sheryl.m.cronenwett@sprint.com

<<Swiftel_Clarifications.doc>>

Karen Webb

From: Cronenwett, Sheryl [NTK] [Sheryl.M.Cronenwett@sprint.com]
Sent: Tuesday, May 02, 2006 6:39 PM
To: mjs@bloostonlaw.com
Cc: Barone, Monica [LEG]
Subject: Alternative Directory Language

Mary -

Per our discussions this afternoon, here is suggested alternative Directory Listing language for your review:

The following language for 15.12 would replace the current 15.12 - 15.15 sections:

15.12 Where ILEC does not maintain its own directory listing data base or Directory Assistance Database, ILEC will not prevent Sprint from obtaining, and to the extent necessary will assist Sprint in obtaining the necessary documentation to conduct an audit related to these services.

15.12.1. If ILEC does begin maintaining its own directory listing data base or Directory Assistance Database, ILEC and Sprint will work cooperatively to establish procedures to ensure Sprint continues to have audit capabilities of the database(s).

We would still need to discuss what we agree/disagree on in Sections 15.1 - 15.11-- although I don't believe there is too much left on those sections. Hopefully this language will remedy some of the concerns.

Thanks -

Sheryl Cronenwett
Sprint Nextel Interconnection Services
Voice: 913-762-4288
Fax: 913-762-0117
sheryl.m.cronenwett@sprint.com

Karen Webb

From: Mary Sisak [mjs@bloostonlaw.com]
Sent: Friday, April 21, 2006 9:57 AM
To: Cronenwett, Sheryl [NTK]
Cc: Barone, Monica [LEG]
Subject: RE: Sprint & Brookings Swiftel Updated ICA Redline

Sheryl,

I think the technical staffs should talk to discuss network issues. The Interstate Brookings switch that you referenced in your earlier message is not the Swiftel Brookings switch. The confusion may be caused by the fact that there are two "Brookings" exchanges. One is Brookings rural, which is an Interstate exchange. This is totally unrelated to the Swiftel network which serves the City of Brookings.

As for the Nextel wireless traffic, it is our understanding that Nextel Partners does not serve the City of Brookings. We believe that the closest Nextel wireless service is in Sioux Falls, SD, about 50 miles south of Brookings.

I will review the new red-line agreement and I will provide our proposed changes to the final sections of the agreement in the next few days, once Swiftel's review is complete. Next Thursday is fine for me for a call—I'll check with the Swiftel technical folks to see if that works for them.

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: Thursday, April 20, 2006 7:02 PM
To: Mary Sisak
Cc: Barone, Monica [LEG]
Subject: Sprint & Brookings Swiftel Updated ICA Redline

Mary -

I have attached the updated redlined agreement between Sprint and Brookings Utilities dba Swiftel. Please let me know if you would be available to meet next week to discuss the agreement/issues.

We have time available next Thursday, April 27th from 1:00 pm - 3:00 pm CDT and we could get someone from our network group to join the last 1/2 hour if that works for you. We also have time available the first week of May, but it would be ideal if we could meet early in the week to continue to move forward on discussions.

Please let me know if you have any questions or clarifications.

10/13/2006

Thank you,

Sheryl Cronenwett
Sprint Nextel Interconnection Services
Voice: 913-762-4288
Fax: 913-762-0117
sheryl.m.cronenwett@sprint.com

<<SD Swiftel ICA DFT 04.19.06.doc>>

Karen Webb

From: Cronenwett, Sheryl [NTK] [Sheryl.M.Cronenwett@sprint.com]
Sent: Wednesday, April 19, 2006 8:27 AM
To: mjs@bloostonlaw.com
Subject: Sprint/Brookings Negotiations

Hi Mary -

Sprint is in the process of cleaning up the documents from our negotiations (re-numbering the agreement and the matrix) and will be able to send them out this week.

I do have a couple of questions on how you would like to proceed. Do you wish to continue the joint negotiations with Mr. Schudel or have separate negotiations between Sprint and Brookings/Swiftel? I think there are several issues that may be unique to your client's situation and just want to pose the question. For example, I think we might need to get the network teams together from both companies for a short discussion. From what I understand, Brookings operates from a remote that is located behind a host which is Brookings -- but owned by Interstate? Do Brookings and Interstate have an agreement on how traffic is handled within this scenario? Our network group has stated they could direct trunk to this host, so that might resolve some of our issues surrounding indirect traffic. We also need to address the multijurisdictional/multiuse questions. You had asked about what wireless traffic we would be sending over these trunks in SD. The traffic would be any Nextel Partner traffic. Sprint Nextel is in the process of working through the acquisition of Nextel Partners.

Please let me know how you would like to proceed with the negotiations and let me know if you have any questions.

Thanks -

Sheryl

Sheryl Cronenwett
Sprint Nextel Interconnection Services
Voice: 913-762-4288
Fax: 913-762-0117
sheryl.m.cronenwett@sprint.com

10/13/2006

Karen Webb

From: Mary Sisak [mjs@bloostonlaw.com]
Sent: Wednesday, March 01, 2006 11:00 AM
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 it is your preference to work from the document suggested by Mr. Schudel and whether you are planning to negotiate jointly with them on all issues?

We are trying to understand the involvement in the joint negotiations for South Dakota. In other states, we generally have one attorney and/or one consultant handling the negotiations on behalf of all RLECs wishing to jointly negotiate. The negotiations are

10/13/2006

either joint or are handled separately by each company. Sprint is willing to approach the discussions in either manner but we need to determine that direction.

Sprint also requests that we have signed NDAs with all involved parties before our discussion on Friday afternoon. I have attached the NDA document.

Thank you for your assistance. We look forward to working with you.

Best Regards -

Sheryl Cronenwett
Sprint Nextel Interconnection Services
Voice: 913-762-4288
Fax: 913-762-0117
sheryl.m.cronenwett@sprint.com

<<TelecomMgmtICAMutuaNDA.doc>>



Sprint Nextel
KSOPHA0316 - 3B750
6330 Sprint Parkway
Overland Park, KS 66251
Office: (913) 762-3519 Fax: (913) 762-0117
PCS: (913) 226-3172

Jim Gampper
Interconnection Solutions
Jim.J.Gampper@mail.sprint.com

March 6, 2006

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

RE: Local Number Portability Bonafide Request

Dear Mr. Osvog,

Pursuant to 47 C.F.R. § 52.23 Sprint Communications Company L.P. ("Sprint") submits this letter as its Local Number Portability ("LNP") Bona Fide Request ("BFR") to Swiftel Communications. The purpose of this BFR is to initiate the six-month regulatory timeline established under section 52.23(c) to ensure LNP functionality is available to Sprint in Swiftel Communications' service area.

Section 52.23(c) states that "all LECs must make a long-term database method for number portability available within six months after a specific request by another telecommunications carrier in areas in which that *telecommunications carrier* is operating or plans to operate."

As you know, Sprint and Swiftel Communications are currently negotiating an interconnection agreement. Please note, however, that there is no requirement that the interconnection agreement be completed prior to initiating the six-month timeline in 47 C.F.R. § 52.23(c). Specifically, the regulatory six-month timeline begins on the date you receive this request.

Sprint CLEC will utilize the Service Provider ID (SPID) of 8712 to provide telecommunications services in South Dakota and to place local number porting requests with your company. Specifically, Sprint requests local number portability capabilities in the following rate centers: Brookings.

Please provide Sprint with the status of these rate centers regarding their Local Number Portability capabilities (i.e. software, hardware, remotes) within 10 days of your receipt of this request.

We appreciate your cooperation in implementing number portability and look forward to your timely response. If you have any questions concerning this request please contact me at the above telephone number.

Sincerely,

Jim Gampper

Attachment: BFR - 1650

EXHIBIT F

Bonafide Request Form (BFR)

Purpose: This form is used to request deployment of long-term Local Number Portability as defined in the FCC mandates (CC Docket 95-116). Specifically, this form requests that ALL codes be opened for portability within the Metropolitan Statistical Areas and wireline switch CLLI codes designated below. This form may be used for both wireless and wireline requests.

TO (RECIPIENT):

OCN: 1650

Company Name: Swiftel Communications

Contact Name: Craig Osvog

Contact's Address:

415 South 4th Street
Brookings, SD 57006

Contact's Phone: 605-692-6211 (LERG)

FROM (REQUESTOR):

Company Name: Sprint CLEC (8712)

Contact Name: Jim Gampper

Contact's Address:

6330 Sprint Parkway, Overland Park, KS 66251
Mailstop: KSOPHA0316-3B750

Contact's Email: Jim.J.Gampper@mail.sprint.com

Contact's Fax: (913) 762-0117

Contact's Phone: (913) 762-3519

Timing:

Date of Request: March 6, 2006

Receipt Confirmation Due By: March 18, 2006 (Due no later than 10 days after the Date of Request)

Effective Date: September 6, 2006 (or asap but no later than FCC timeline requires)

Rate Centers (RCs):

1st RC: Brookings

2nd RC:

3rd RC:

Designated Switch CLLI Codes:

(CLLI – Common Language Location Identifier)

1st CLLI: BKNGSDXC69G

2nd CLLI: BKNGSDXNRS1

3rd CLLI: BKNGSDXERS3

Actions Required of the Recipient:

1. Within 10 days of receipt, provide confirmation to the requestor that this form has been received.
2. For all currently released codes, and those to be released at any future time, within the designated wireline switch CLLI codes (where applicable), open all for porting within the LERG.
3. For all currently released codes, and those to be released at any future time, within the wireline switch CLLI codes (where applicable), open all for porting within the NPAC (Number Portability Administration Center).
4. Ensure that all switches handling codes within the designated RC are Local Number Portability capable.



BROOKINGS
municipal utilities

525 Western Ave. • PO Box 588
Brookings, S.D. 57006
(605) 692-6325



COMMUNICATIONS

415 4th Street • PO Box 588
Brookings, S.D. 57006
(605) 692-6325

March 16, 2006

Via Federal Express

Jim Gampper
Sprint/Nextel
KSOPHA0316-3B750
6330 Sprint Parkway
Overland Park, KS 66251

RE: Receipt Confirmation for LNP Bonafide Request

Dear Mr. Gampper:

This letter is to confirm receipt of the Sprint Communications Company L.P. Local Number Portability Bonafide Request to Swiftel Communications on March 9, 2006. Swiftel's rate center in Brookings is currently Non-LNP compliant as indicated in a letter to Jack Weyforth of Sprint dated February 3, 2006.

If you would like to discuss this matter further, please contact me at area code 605 697-8230.

Regards,

W. James Adkins
Swiftel Communications
Technical and Network Operations Manager

Barone, Monica [LEG]

From: Gampper, Jim J Jr [NTK]
Sent: Monday, April 03, 2006 8:44 AM
To: Adkins, Jim(Swiftel)
Cc: Hassell, Mary Ellen E [LEG]
Subject: Swiftel BFR Response

Jim:

This letter is to confirm receipt of Swiftel Communications response dated March 16, 2006 to Sprint's Local Number Portability Bonafide Request. In your BFR response you reference the letter to Jack Weyforth dated February 3, 2006. Within the last paragraph of the letter dated February 3, 2006 (attached), the South Dakota Public Utilities Commission (SDPUC) extended the intermodal suspension. Sprint is not aware of any additional authority stating that wireline-to-wireline portability has also been suspended. Thus, Sprint considers the BFR submitted dated March 6, 2006 valid with the six-month timeline effective with the date you received the request. If you have any questions, please do not hesitate to call.

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10/11/2006