

THE STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

RECEIVED

APR 11 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

QWEST CORPORATION,

Complainant,

v.

DAKOTA ELECTRONICS, GOLDEN
WEST TECHNOLOGIES, INC.,
NEXTEL WEST CORP., VANTEK
COMMUNICATIONS, INC., AND
PRIORITY PAGING, INC.,

)
)
) Docket No. TC-06-022
)
)
)
)
)
)
)
)

Respondents.

ANSWER OF NEXTEL WEST CORP.
AND MOTION TO DISMISS

Nextel West Corporation (“Nextel”), an affiliate of Sprint Nextel Corporation (“Sprint”), hereby files its answer to the Petition for Approval of Interconnection Agreements to Implement FCC Ruling in T-Mobile Order (“Petition”) filed by Qwest Corporation (“Qwest”), and in support of its Answer and Motion to Dismiss, states as follows:

1. In its Petition, Qwest alleges in paragraph 2 that it seeks a Type 1 Wireless interconnection agreement with Nextel. Nextel denies that Qwest needs an interconnection agreement with Nextel. On knowledge and belief, Nextel has no wireless network facilities and does not provide any service in South Dakota. Accordingly, there is no reason to have an interconnection agreement with Qwest.

2. Sprint has investigated its internal records and has determined there is currently one Qwest billing account number for Nextel in South Dakota, identified in

Sprint's records as 605-R51 0000 000, located in Sioux Falls. It consists of five Type 1 trunks and Direct Inward Dial (DID) numbers. However, it appears to be an analog circuit that has not actually been used since the late 1990s. Nextel does not know why this billing account is still on the records, but Nextel believes it is a mistake because Nextel's active wireless network is 100% digital. Therefore Nextel has no need for an analog circuit. In addition, as explained above, Nextel does not provide wireless service in South Dakota. Nextel is currently in the process of working with Qwest to disconnect the circuit.

3. Qwest also alleges in paragraph 8 that Nextel has failed to respond to Qwest's request for interconnection, and that Nextel has failed to negotiate in good faith under the federal Telecommunications Act of 1996. Nextel denies that it has failed to respond to Qwest's request for interconnection. Nextel also denies that it has failed to negotiate in good faith.

4. Sprint Nextel Corp. has been actively negotiating with Qwest to either amend the existing Sprint PCS/Qwest interconnection agreement to include Nextel, or to have Nextel opt into the Sprint PCS/Qwest interconnection agreement. While that agreement does not cover South Dakota because Sprint PCS does not provide service in South Dakota,¹ clearly Sprint Nextel Corp. has been responsive to Qwest and has not failed to negotiate in good faith. Qwest could have raised its concerns about Nextel in South Dakota during its negotiations with Sprint Nextel Corp. on the agreement covering other states.

¹ South Dakota is served exclusively by an affiliate of Sprint PCS, not directly by Sprint PCS.

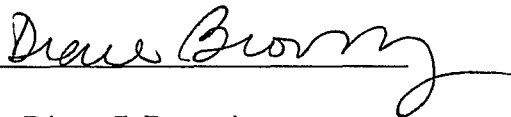
5. Because Nextel does not provide service in South Dakota, and because Nextel has not failed to respond to Qwest or to negotiate in good faith, Nextel respectfully requests the Commission to dismiss Nextel from this proceeding.

WHEREFORE, Nextel requests that the Commission enter an denying Qwest's petition and dismissing Nextel from the proceeding, and issuing such other and further relief as is just and proper.

DATED this 10th day of April, 2006.

Respectfully submitted,

NEXTEL WEST CORP.

By: 

Diane C. Browning
Attorney, State Regulatory Affairs
Sprint Nextel Corporation
6450 Sprint Parkway
Mailstop: KSOPHN0212-2A511
Overland Park, KS 66251
913-315-9284 (phone)
913-523-0571 (fax)
diane.c.browning@sprint.com

CERTIFICATE OF SERVICE

The undersigned certifies that on this 10th day of April, 2006, the above and foregoing document was served via U.S. Mail, postage prepaid, to each of the following persons:

Mr. Jason D. Topp
Qwest Corporation
200 South 5th St., Room 2200
Minneapolis, MN 55402

