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April 17, 2007

E-FILING

Patricia Van Gerpen
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Pierre SD 57501-5070

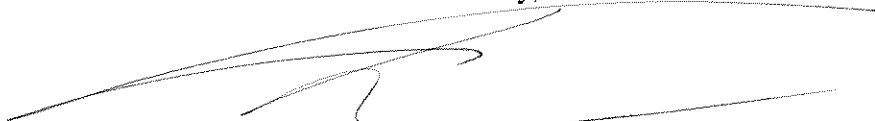
RE: In the Matter of the Petition of Brookings/Swiftel for Suspension or Modification
– Docket TC07-007
GPGN File No. 8509.070220

Dear Ms. Van Gerpen:

Attached please find Sprint's Response to Petition filed by Brookings Municipal Utilities d/b/a Swiftel in the above-entitled matter. By copy of same, counsel have been served by email.

If you have any questions, please contact me.

Sincerely,



Talbot J. Wiczorek

TJW:klw

Enclosure

c: Rich Helsper/Mary Sisak/Ben Dickens
Karen Cremer/Harlan Best
David Gerdes
Brett Koenecke
Rich Coit
Stephen Rowell
Darla Rogers
Client

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

In the Matter of the Petition of Brookings)	
Municipal Utilities d/b/a Swiftel)	DOCKET TC07-007
Communications for Suspension or)	
Modification of Dialing Parity, Number)	
Portability and Reciprocal Compensation)	
Obligations)	

**SPRINT'S RESPONSE TO SWIFTEL'S
PETITION FOR SUSPENSION OR MODIFICATION**

COMES NOW, Sprint Communications Company, L.P., ("Sprint") through its attorney, hereby submits its Response to Brookings Municipal Utilities d/b/a Swiftel Communications ("Swiftel") Petition for Suspension or Modification of Dialing Parity, Number Portability and Reciprocal Compensation *Obligations*.

I. INTRODUCTION

On November 10, 2005, Swiftel received Sprint's request to negotiate an interconnection agreement. Sprint requested to negotiate an interconnection agreement that encompasses the carriers duties to interconnect directly or indirectly with each other under Section 251(a), to establish a reciprocal compensation arrangement under Section 251(b)(5) , and to provide for number portability and dialing parity under Sections 251(b)(2) and (b)(3) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996)(codified at 47 U.S.C. §§ 251 et seq.) (the "Act") and the regulations of the Federal Communications Commission ("FCC") implementing the same. See Attachment 1. Sprint also requested Swiftel to identify the switches for which number portability is available, has been requested but yet is not available or has not been

requested. See *Id.* On March 6, 2006, Sprint sent Swiftel a Local Number Portability Bonafide Request (“BFR”) noting that the purpose was to initiate the six month deadline under 47 C.F.R. § 52.23 (c). See Attachment 2. Swiftel acknowledged receipt of Sprint’s BFR by letter dated March 16, 2006 noting that Swiftel’s rate center in Brookings is “LNP non-compliant.” See Attachment 3.

On October 16, 2006, Sprint filed an arbitration petition requesting the Public Utilities Commission of South Dakota (“Commission”) to arbitrate the terms of an interconnection agreement between Sprint and Swiftel. (See TC06-176) Swiftel filed its response to Sprint’s arbitration petition on November 13, 2006. In its response, Swiftel stated “[i]n the near future, Swiftel will file a request for suspension or modification of” Section 251(b)(3) dialing parity, Section 251(b)(2) local number portability and Section 252(b)(5) reciprocal compensation provisions of the Act.” Thereafter, the Commission established a procedural schedule which required the parties’ to file direct testimony on February 2, 2007.

On January 30, 2007, two days before the parties were scheduled to file their direct testimony in the arbitration case Swiftel filed its Petition for Suspension or Modification of Dialing Parity, Number Portability and Reciprocal Compensation Obligations. As will be discussed below, Swiftel’s Petition is untimely and in several instances based on an erroneous belief with respect to Sprint’s interconnection request. Further, Swiftel is seeking to modify its section 251(a) interconnection obligations under the guise of request for a modification of its duties under section 251(f)(2) of the Act. Accordingly, the Commission should deny Swiftel’s request and order Swiftel to comply with its duties to provide local number portability, dialing parity and reciprocal

compensation as set forth in sections 251(b)(2), (3) and (5) of the Act and the FCC's implementing rules.

II. BACKGROUND

Until the 1990s, local telephone service was considered to be a “natural monopoly.” AT&T Corp. v. Iowa Utils. Bd., 525 U.S. 366, 371 (1999). States typically granted exclusive franchises to ILECs, including rural carriers. ILECs owned, among other things, the “local loops” (wires connecting telephones to switches), the “switches” (equipment directing calls to their destinations), and the “transport trunks” (wires carrying calls between switches) that constitute a “local exchange network.” Id. Unless the ILECs granted access to these facilities, other carriers would have substantial difficulty entering local markets and bringing the competitive benefits of new service offerings to local customers.

Congress amended the Communications Act in 1996 to eliminate local monopolies and to stimulate competition and the rapid deployment of new technologies. The Act broadly requires each telecommunications carrier to allow competitors to interconnect with and access the carrier's network for a fair price. 47 U.S.C. § 251; see Verizon Commc'ns, Inc. v. FCC, 535 U.S. 467 (2002). Indeed, the Act “give[s] aspiring competitors every possible incentive to enter local retail telephone markets” Verizon, 535 U.S. at 489.

Specifically, Section 251 “imposes three tiers of duties on three different, statutorily-defined categories of telecommunications-related entities. . . .” Pac. Bell v. Cook Telecom, Inc., 197 F.3d 1236, 1237 (9th Cir. 1999). The first two tiers are relevant in this proceeding.

One, section 251(a)(1) imposes a universal duty on all “telecommunications carriers” to “interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers” for the mutual exchange of traffic. 47 U.S.C. § 251(a)(1) (2005); 47 C.F.R. § 51.5 (2005); Sw. Bell Tel. Co. v. Waller Creek Commc’ns, Inc., 221 F.3d 812, 814 (5th Cir. 2000) (“Waller Creek”). The Act defines “telecommunications carrier” broadly to mean “*any provider of telecommunications services . . .*” 47 U.S.C. § 153(44) (emphasis added).¹ By its terms, therefore, Section 251(a) imposes the duty of interconnection not just on rural carriers and other ILECs, but also on new entrants (commonly referred to as “competitive local exchange carriers” (“CLECs”)), interexchange carriers (commonly referred to as long distance providers), and any other entity that satisfies the Act’s definition of “telecommunications carrier.” Section 251(a)(2), in turn, prohibits all carriers from modifying their networks in any way that conflicts with uniform FCC standards for interconnectivity. 47 U.S.C. § 251(a)(2). Congress intended for the FCC standards to ensure seamless and transparent transmission and reception of telecommunications services and information “across telecommunications networks.” See id. § 256(a).

Once networks are interconnected pursuant to § 251(a), all local exchange carriers (rural carriers, other ILECs, and CLECs) are required by § 251(b)(5) to transport and deliver (“*terminate*”) telecommunications that are exchanged over the networks and to establish “reciprocal compensation” arrangements for the associated costs. Id.

¹ The definition only excepts “aggregators of telecommunications services (as defined in section 226).” 47 U.S.C. § 153(44). This limited exception relates to hotels, airports, hospitals, and others who “make[] telephones available to the public or to transient users of [their] premises, for interstate telephone calls using a provider of operator services.” 47 U.S.C. § 226(2). The exception has no application here.

§ 251(b)(5); Total Telecommunications Services, Inc. and Atlas Telephone Company, Inc. v. AT&T Corporation, 16 F.C.C.R. 5726, 5737-38 (¶ 26) (2001) (“Atlas Order”). Accord AT&T Corp. v. FCC, 317 F.3d 227, 234-35 (D.C. Cir. 2003). The two provisions -- § 251(a) and (b)(5) -- operate together to ensure that a customer on one carrier’s network can place calls to a neighbor across the street who subscribes to a different carrier. Otherwise, customers could only call other customers on the same network, defeating the core purpose of the Act.

In addition, § 251(b)(1)-(5) impose other basic requirements to facilitate competition. Most relevant here, local exchange carriers must arrange for “number portability,” so that a customer can keep the same telephone number when switching from one local exchange carrier to another; and “dialing parity,” so that customers from one network can reach customers on another network by dialing the same number of digits (i.e., without any additional “codes” or other dialing requirements) and without unreasonable delays. 47 U.S.C. § 251(b)(2), (3); AT&T Corp., 525 U.S. at 373 n.2. Finally, LECs are required to establish reciprocal compensation arrangements. These arrangements further ensure that local telephone customers obtain the full benefits of the network interconnection required under § 251(a).

Section 251(f)(2) enables a rural carrier to petition a state commission to suspend or modify the requirements of § 251(b) or (c). According to section 251(f)(2), the State Commission shall grant such petition to the extent and for such duration as it determines necessary to avoid a significant adverse economic impact on users of telecommunications generally, to avoid imposing a requirement that is unduly economically burdensome; or to avoid imposing a requirement that is technically infeasible; *and* is consistent with the

public interest. (Emphasis supplied.) Absent such suspension or modification under § 251(f)(2), however, a rural carrier must comply with the requirements of § 251(b). Telephone Number Portability, 12 F.C.C.R. 7236, 7305 n.401 (1997) (“Number Portability Order”). Accord Local Competition Order, 11 F.C.C.R. at 16,018 (¶ 1045).

III. SWIFTEL’S REQUEST FOR A MODIFCATION OF ITS DUTY TO PROVIDE LNP MUST BE DENIED BECAUSE SWIFTEL FAILED TO IMPLEMENT NUMBER PORTABILITY OR REQUEST A SUSPENSION WITHIN SIX MONTHS OF SPRINT’S BONAFIDE REQUEST

According to 47 C.F.R. § 52.23(c), “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 ...plans to operate.” As noted above, Sprint sent its BFR to Swiftel on March 6, 2006. Therefore, Swiftel should have implemented local number portability or filed a petition for suspension or modification by September 2006. Swiftel did not file, however, until January 30, 2007, several months after the deadline set out in the rules.

Swiftel now requests that it not be required to implement LNP until four months after Sprint is certified. See Petition at p. 5. Swiftel has made no showing whatsoever that such delay is necessary. Indeed, had Swiftel followed the rules and filed during or even by the end of the required implementation period, the suspension proceedings would have been concluded before the arbitration. Swiftel disregarded the rules, delaying further Sprint’s efforts to bring a competitive alternative to consumers. Accordingly, the Commission should deny Swiftel’s request for a modification of its duty to provide LNP to Sprint and order Swiftel to proceed expeditiously to implement LNP so that Swiftel is LNP compliant at the conclusion of the arbitration proceedings in TC06-176.

IV. SWIFTEL'S REQUEST FOR A MODIFICATION OF ITS DUTY TO PROVIDE WIRELINE DIALING PARITY IS NOT IN THE PUBLIC INTEREST AND SHOULD THEREFORE BE DENIED

In its petition, Swiftel concedes that wireline calls would originate and terminate within Swiftel's service territory. See Petition at p. 10. Moreover, Swiftel does not state that it is technically infeasible for its customers to make a seven (7) digit call. Rather, it complains that Sprint's interconnection request would require Swiftel to transport its originated traffic to Sprint's POP in Sioux Falls. See *id.* Swiftel would rather have its customers make a toll call than comply with its obligation to pay Sprint for terminating its calls. The Commission should reject Swiftel's attempt to force consumers to dial extra digits for calls that will originate and terminate in the same local calling area as not in the public interest. Otherwise, the following situation will occur:

Suppose there are three neighbors living next to each other in the same neighborhood in Swiftel's service territory. Customers A and B are served by Swiftel and customer C is served by Sprint/MCC. A call from customer A to customer B will be a seven-digit call; however, a call from a Swiftel customer to a Sprint/MCC customer will be a 1+, 10-digit intraLATA toll call. Without local dialing parity, Swiftel will route its customers' calls to Sprint/MCC customers via SDN to its customers' presubscribed toll carrier that will then terminate the call as a toll call. (See Attachment 4) Sprint/MCC will be at a competitive disadvantage as consumers will be less inclined to choose Sprint/MCC once they learn that calls to customers of Sprint/MCC are going to be toll when they have traditionally been local. Such disparate treatment is not what Congress had in mind when it chose to open local markets to competition and impose a dialing parity requirement on all local exchange carriers.

V. SWIFTEL'S REQUEST FOR A MODIFICATION OF WIRELESS LOCAL DIALING PARITY IS BASED ON A MISUNDERSTANDING OF SPRINT'S INTERCONNECTION REQUEST AND SHOULD THEREFORE BE DENIED

Swiftel notes that the recent 8th Circuit decision entitles wireless carriers to local dialing parity for calls that originate and terminate within the MTA. (See Petition at p. 12) It then goes on to complain that it will be required to transport calls beyond its service territory to Sprint's POP. This is the same argument that it made with respect to local wireline dialing parity; however, the Commission need not address this issue because Swiftel has misunderstood Sprint's interconnection request. Swiftel claims that Sprint is requiring Swiftel to route its wireline intraMTA calls via the interconnection facility established between Sprint and Swiftel. Swiftel is wrong. While Sprint intends to route Sprint PCS' originated intraMTA wireless traffic to Swiftel through the Local Interconnection Facility, Sprint's proposed interconnection agreement does not require Swiftel to route Swiftel's wireline originated traffic terminating to a wireless carrier via the Local Interconnection Facility. (See Attachment 5) Thus, Swiftel can continue to route its traffic as it does today without any financial impact to its business. Accordingly, Swiftel's request should be denied.

VI. SWIFTEL'S REQUEST FOR A MODIFICATION TO TOLL DIALING RULES IS BASED ON AN ERRONEOUS ASSUMPTION AND SHOULD THEREFORE BE DENIED

As in the case of wireless local dialing parity discussed above, Swiftel incorrectly assumes that its originated traffic will be routed differently than it is today under Sprint's proposed interconnection agreement. See Petition at p. 17. Under Sprint's proposal, however, Swiftel is not required to route its originated, Sprint pre-subscribed, toll traffic

through the Local Interconnection Facility with Sprint. Further, Sprint will route its toll traffic directly to the Sprint toll network. See Attachment 6. Accordingly, Swiftel's request for a modification of its duty to provide toll dialing parity should be denied.

VII. SWIFTEL'S REQUEST FOR A MODIFICATION OF ITS DUTY TO ESTABLISH RECIPROCAL COMPENSATION FOR INTRAMTA TRAFFIC SHOULD BE DENIED

Swiftel complains that recent court decisions have found that LECs must pay reciprocal compensation on all calls originating from their subscribers and terminating to a wireless subscriber within the MTA, even if those calls are handed off to an IXC. See Petition at p. 20. While the recent court decisions have simply affirmed what is already in the law via the FCC's rules (see 47 C.F.R. §§ 51.701, 51.703(b) and 51.711), Sprint's interconnection request does not address reciprocal compensation for intraMTA traffic between Swiftel and Sprint PCS. The Commission should deny Swiftel's request to modify the reciprocal compensation rules for this reason alone given Swiftel's petition appears based on Sprint's interconnection request.

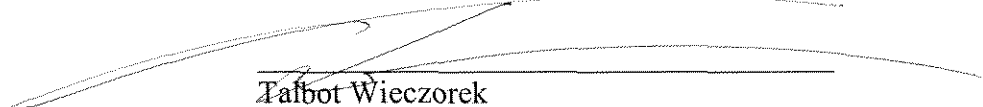
To the extent Swiftel insists that it is seeking a modification or suspension of Wireless dialing parity, toll dialing and the reciprocal compensation rules more generically, the Commission should deny those requests as well. Furthermore, while Swiftel states that its request will ensure that both wireline and wireless carriers are treated the same, the fact is that the local calling areas, for reciprocal compensation purposes, are not the same. Accordingly, any attempt to circumvent the intraMTA rule through a 251(f)(2) proceeding should be denied.

VIII. CONCLUSION

The Commission should deny Swiftel's Petition in all respects and order Swiftel to comply with its duties to provide local number portability, dialing parity and reciprocal compensation as set forth in Sections 251(b)(2), (3) and (5) of the Act and the FCC's implementing rules. Swiftel failed to file its request for a suspension from its wireline LNP duty until after the six month deadline established in the FCC's rules expired. Further, Swiftel's Petition is based on several erroneous assumptions about Sprint's interconnection request and does not comport with the FCC's rules regarding reciprocal compensation and intraMTA traffic.

Respectfully submitted this 17th day of April 2007.

ATTORNEYS FOR
ALLTEL COMMUNICATIONS, INC.



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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE PETITION OF
BROOKINGS MUNICIPAL UTILITIES D/B/A
SWIFTEL COMMUNICATIONS FOR
SUSPENSION OR MODIFICATION OF
LOCAL DIALING PARITY RECIPROCAL
COMPENSATION OBLIGATIONS

DOCKET No. TC07-007

CERTIFICATE OF SERVICE

The undersigned certifies that on this 17 day of April, 2007, a copy of Sprint's Response to Petition was served electronically to:

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Pierre SD 57501

rjh1@brookings.net
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Talbot J. Wiczorek



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

December 1, 2005

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

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

Dear Mr. Weyforth:

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

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

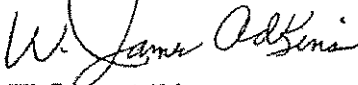
ATTACHMENT 1

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

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

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

Sincerely,



W. James Adkins
Technical and Network Operations Manager
Swiftel Communications

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.



Sprint Nextel
KSOPHA0316 - 3B750
6330 Sprint Parkway
Overland Park, KS 66251
Office: (913) 762-5519 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

B BROOKINGS
municipal utilities
525 Western Ave. • PO Box 586
Brookings, S.D. 57006
(605) 697-6225

Swiftel
COMMUNICATIONS
412 4th Street • PO Box 586
Brookings, S.D. 57006
(605) 692-6225

March 16, 2006

Via Federal Express

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

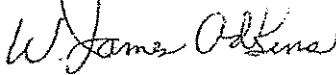
RE: Receipt Confirmation for LNP Bonafide Request

Dear Mr. Gampper:

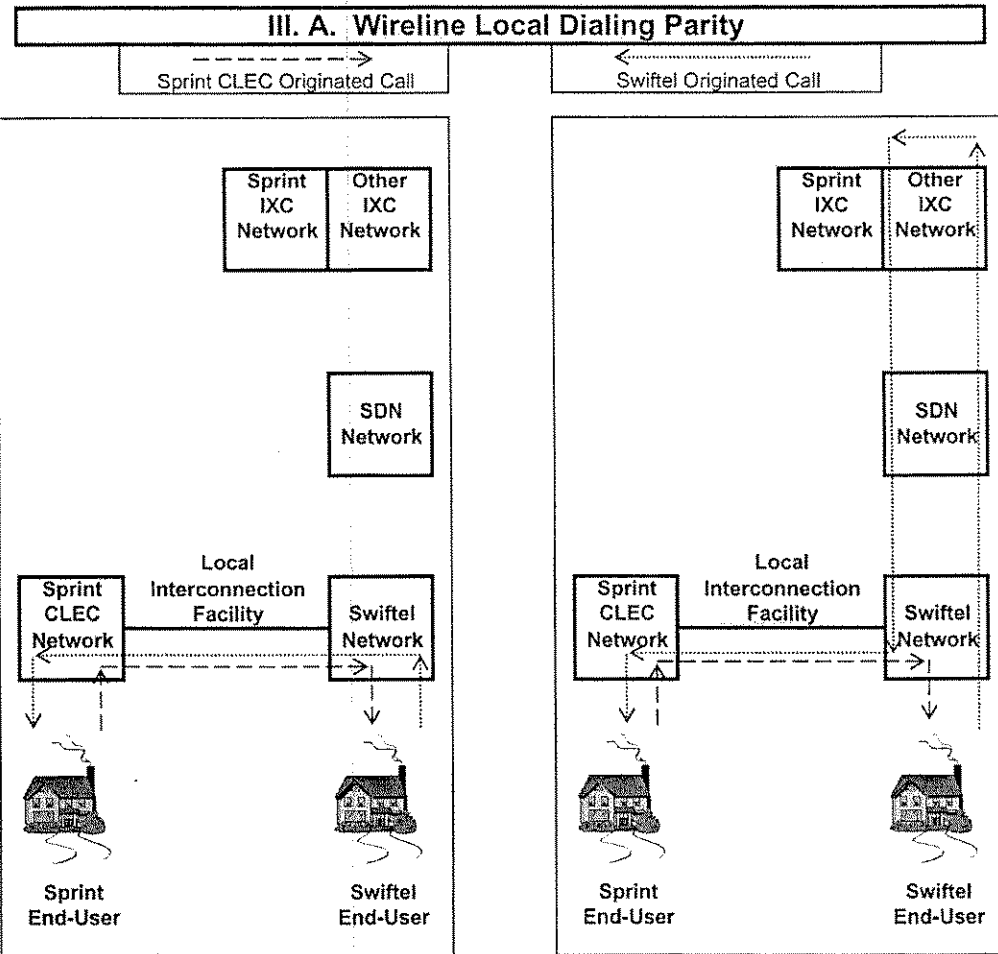
This letter is to confirm receipt of the Sprint Communications Company L.P. Local Number Portability Bonafide Request to Swiftel Communications on March 9, 2006. Swiftel's rate center in Brookings is currently Non-LNP compliant as indicated in a letter to Jack Weyforth of Sprint dated February 3, 2006.

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



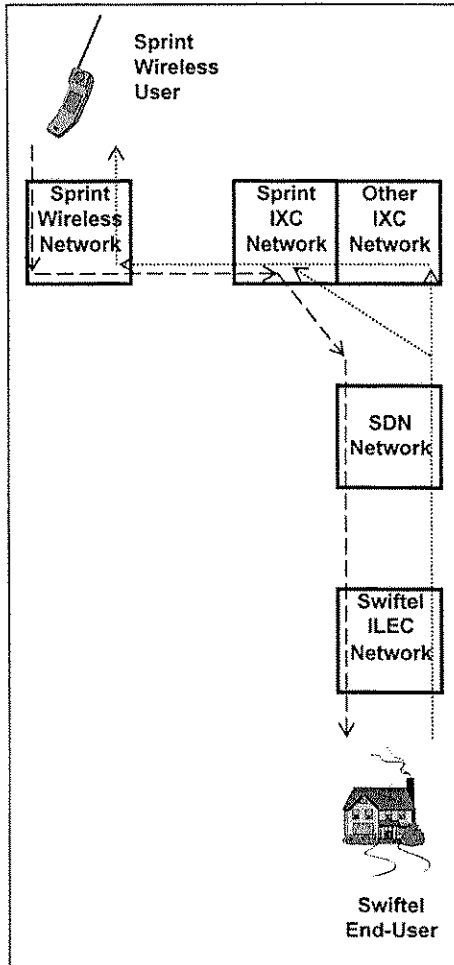
Sprint Proposal

Sprint-originated local calls are routed directly to Swiftel's network over the Local Interconnection Facilities. Swiftel-originated local calls are routed directly to Sprint's network over the same Local Interconnection Facilities.

Swiftel Proposal

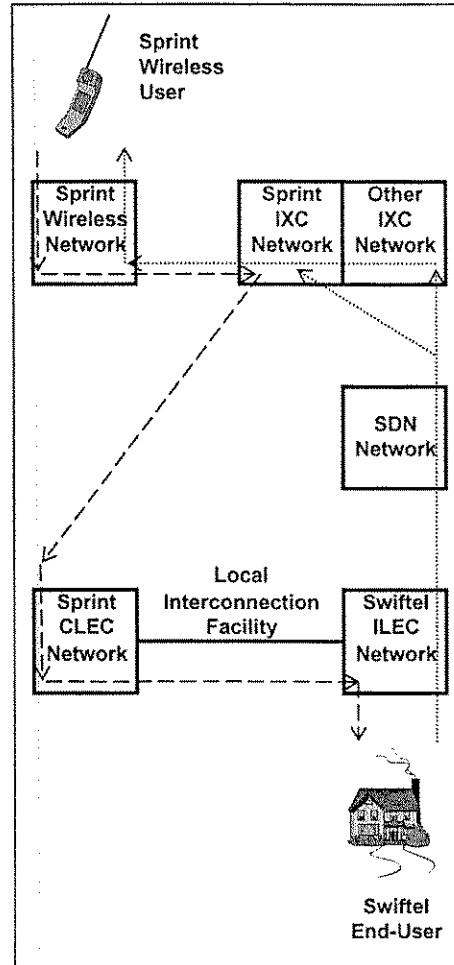
Without local number dialing parity, Swiftel's end-user must dial 1+ to complete a local call to the Sprint end-user. Swiftel-originated local calls are treated as a toll call, routed through the SDN network, through the end-user designated IXC network, back through the SDN network, through the Swiftel network, to the Sprint CLEC network. Sprint-originated local calls are routed directly to Swiftel's network over the Local Interconnection Facilities.

III. B. Wireless Dialing Parity (IntraMTA, Non-Local, 1+ Dialed Call)



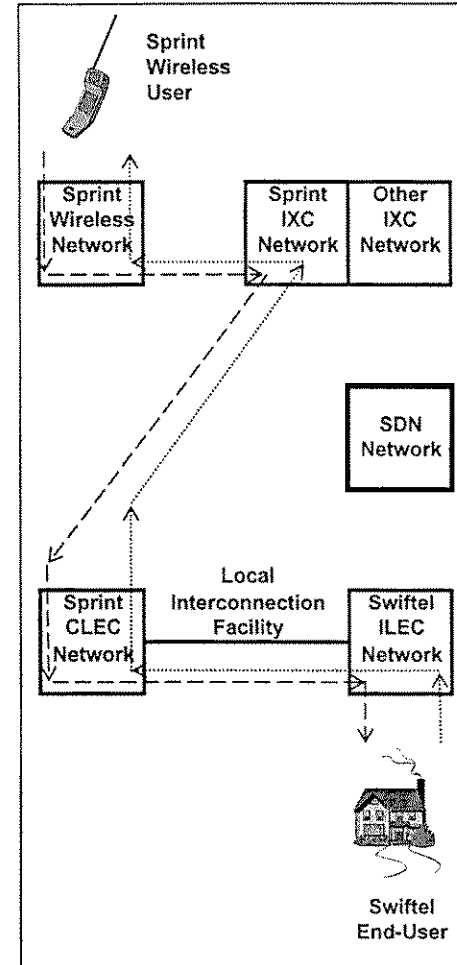
Present Situation

All Sprint-originated wireless calls are routed through the Sprint IXC network, through the SDN network, to the Swiftel network. All Swiftel-originated wireline-to-wireless calls are 1+ 10-digit dialed, routed through the SDN network, through the end-user-designated IXC network, to the Sprint wireless network.



Sprint Proposal

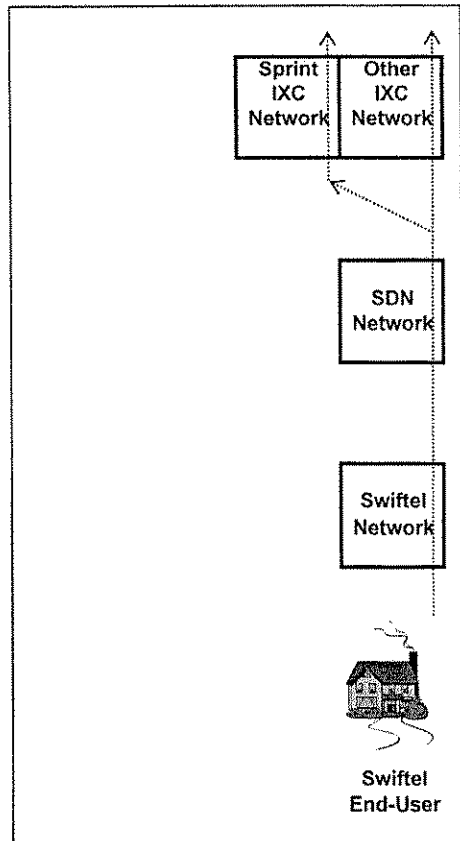
All intraMTA Sprint-originated wireless calls are routed through Sprint's CLEC network, over the Local Interconnection Facilities, to the Swiftel network. **No change to Swiftel-originated wireline-to-wireless call routing.**



Swiftel Misinterpretation of Sprint Proposal

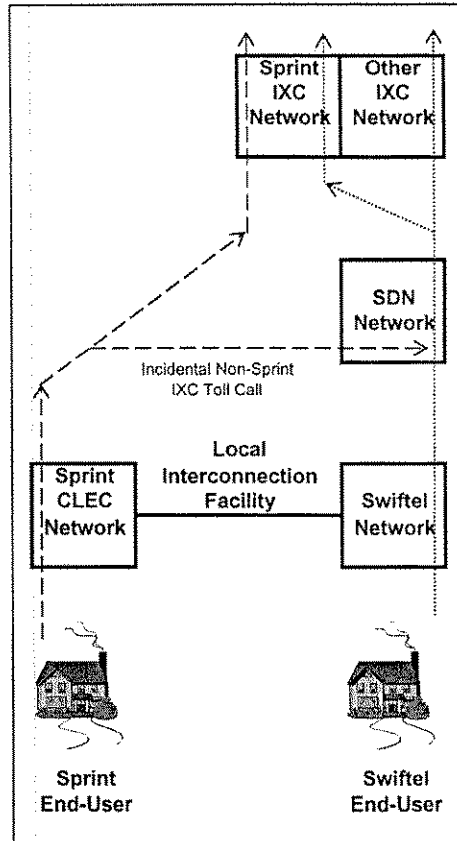
Swiftel incorrectly assumes Swiftel-originated wireline-to-wireless calls (Swiftel-to-Sprint) must be subject to 7-digit dialing, routed over the Local Interconnection Facilities, bypassing the SDN network.

III. C. Toll Dialing Parity



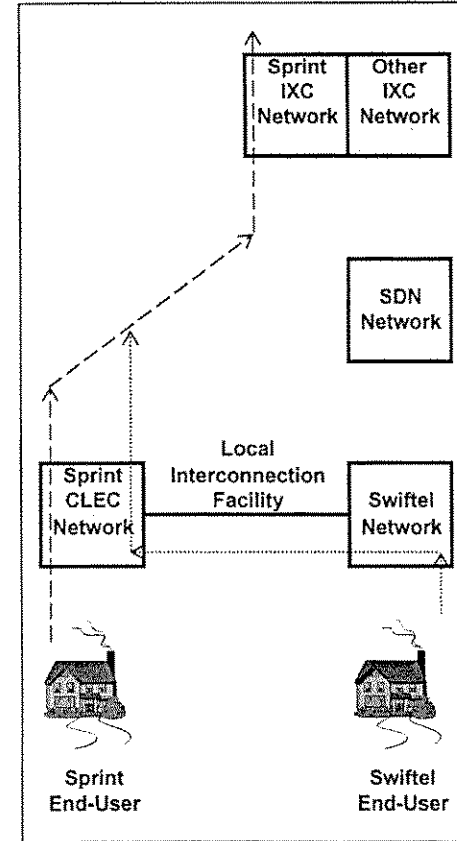
Present Situation

All Swiftel-originated toll calls are routed through the SDN network to the various IXC networks.



Sprint Proposal

Most Sprint-originated toll calls are routed directly to Sprint's IXC network; incidental calls directed to another IXC (e.g. 800, 1010XXX) are routed to SDN. **No change to Swiftel-originated toll call routing.**



Swiftel Misinterpretation of Sprint Proposal

Swiftel incorrectly assumes Swiftel-originated toll calls (to the Sprint IXC) must be routed over the Local Interconnection Facilities, bypassing the SDN network.