

EXHIBIT 9

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT
OF KENNEBEC TELEPHONE COMPANY,
INC. AGAINST ALLTEL
COMMUNICATIONS, INC. FOR
NONPAYMENT OF TRANSITING
CHARGES

TC08-031

**ALLTEL'S RESPONSES TO
KENNEBEC TELEPHONE COMPANY,
INC.'S FIRST SET OF
INTERROGATORIES AND REQUESTS
FOR PRODUCTION
OF DOCUMENTS**

Alltel Communications, Inc., by and through its undersigned attorney, Talbot J. Wieczorek of Gunderson, Palmer, Nelson & Ashmore, LLP, Rapid City, South Dakota, for its answers and responses to Kennebec Telephone Company's First Set of Interrogatories and Requests for Production of Documents states and alleges as follows:

INTERROGATORIES

1. Identify each and every person who provided information or otherwise consulted with you or assisted you in providing answers to these Interrogatories and Document Requests, including an identification of the specific interrogatories and subparts thereof for which each such person supplied information, consultation, or assistance and whether the information supplied is based on the personal knowledge of each person and, if not, the source of the information supplied.

ANSWER: Objection as the Interrogatory is overly broad and unduly burdensome in that the request for anyone who has knowledge of any of the activities of Alltel that might relate to the Complaint could encompass hundreds of employees. Without waiving said objection, Alltel answers as follows: Ron Williams generally to all questions and Jim Porter on network questions.

2. Identify all individuals, by name and position, possessing knowledge of the facts and circumstances giving rise to Kennebec Telephone Company's Complaint, Alltel's Answer thereto

and Alltel's Statement of Undisputed Statement of Material Facts in Support of its Motion for Summary Judgment.

ANSWER: Objection as the Interrogatory is overly broad and unduly burdensome in that the request for anyone who has knowledge of any of the activities of Alltel that might relate to the Complaint could encompass hundreds of employees. Without waiving said objection, Alltel answers as follows: Ron Williams generally to all questions. Jim Porter, who works on network concerns in South Dakota, may also have information.

3. Identify those individuals, by name and title, involved in reviewing all invoices received from Kennebec Telephone Company for the relevant time period referenced in the Complaint of Kennebec Telephone Company.

ANSWER: At WWC this would have been the Telco Accounting Manager. At Alltel this would have been accomplished by the vendor Alltel used to process invoice, Control Point Solutions. Control Point Solutions, as an independent company vendor, may have used various people and it is unknown as to all the people it may have used. During the pertinent time, the primary contact with Control Point Solutions was Kathy Winch. At WWC and then Alltel, Ron Williams would not have been involved in reviewing all invoices received, but may have an input as to what charges were valid.

4. Identify all facts which support Alltel's claim in Paragraph 7 of its Answer that "Alltel hands the traffic to Qwest as the transiting carrier."

ANSWER: Alltel has no direct connect with Kennebec, Alltel switch routing instructions (translations) were established to send traffic to certain Vivian switches via indirect transit routes. For the time frame set forth in the Complaint, Alltel routed transit traffic via trunk groups to Qwest ("hands the traffic to Qwest") for delivery to the exchanges in question here. Note that traffic not so routed as above was routed via an interexchange carrier (IXC) and Kennebec recourse for compensation would be the IXC. In late 2008, Alltel began migrating its transit routes to SDN. It is Alltel's information that SDN delivers this traffic directly to the exchanges in question.

5. Identify all facts which support Alltel's claim in Paragraph 16 of its Answer that "Kennebec has arrangements with Qwest and/or Vivian that provide or waive compensation for such transiting transport services for traffic delivered to Vivian by Qwest."

ANSWER: Kennebec has stated it is entitled to specialized transport transit reimbursement because of an arrangement with Qwest that allows Qwest to use the route

to deliver Feature Group C traffic to the Vivian exchanges it once owned. Also, during proceedings in front of the Commission in TC07-114, Kennebec produced information regarding its trunk lines. It showed that various special access facilities (DS-1s or other trunks) were dedicated to carrying of Qwest traffic. Alltel is of the understanding that an agreement was reached with Kennebec when buying the Presho exchange that Qwest would be able to transit traffic without charge or through the purchase of special access DS-1 as opposed to per minute charge. Evidence provided in the arbitration by Kennebec supports this conclusion. Also, Kennebec, as an ILEC, has requirements to support non-IXC traffic exchange with other carriers through establishment of agreements.

6. Identify all facts which support Alltel's claim in Paragraph 16 of its Answer that "Alltel relies upon Qwest, as the intermediate carrier, for ultimate delivery of such traffic to the terminating carrier and as such the arrangement for transiting transport of such traffic for ultimate termination to Vivian exchange is between Qwest and Kennebec and Vivian – not Alltel."

ANSWER: See attached Type 2 Wireless Interconnection Agreement between US West Communications, Inc. and WWC License, LLC; Internet Service Provider Bound Traffic Amendment to Type 2 Wireless Interconnection Agreement between Qwest Corporation and WWC License, LLC; SDPUC Order Approving Agreement. See also answer to Interrogatory 4.

7. Identify all facts which support Alltel's claim in Paragraph 17 of its Answer that "the per minute/per mile transiting transport change claimed by Kennebec is not fair and reasonable and has not been approved as such."

ANSWER: Kennebec has not filed a tariff for the transiting. Further, the toll rate to transit that is being charged by Kennebec is higher than NECA and appears to be higher than the arbitrated transport rate determined by the South Dakota Public Utilities Commission. By way of comparison, Qwest 'transit' rate (from Qwest-WWC ICA Section (G)2.4.2: \$.0031230 – this rate includes both 'transport' and tandem switching – and Section (G)2.3.2.2, for a Qwest rate more directly equivalent to Kennebec's 'transit transport' – a Fixed plus Per Mile rate for Tandem Transmission the comparable rate is: $.0004040 + 17.5 * .000014 = $.000649$ (a rate that is less than a tenth of what Kennebec wants to bill). Another comparison is obtained from NECA Tariff 5 Section 17.2.2 – Switched Access Service Local Transport): Rate Band 1 is \$.00017 per minute per mile – for Kennebec 17.5 miles = \$.002975 and for Rate Band 2 the rate is \$.000203 – for Kennebec 17.5 miles = \$.003553.

8. Identify all facts which support Alltel's statement, through its witness Ron Williams in Paragraph 4 of his Affidavit dated May 20, 2009, which support the position that Alltel's predecessor, "Western Wireless, paid transiting under protest to Kennebec beginning in 2004."

ANSWER: See attached e-mails and proposed transiting agreement exchanged with Darrell Gomarko. The parties purposely did not include an agreement for transiting with Kennebec as part of the new Interconnection Agreement. In 2004, WWC made it clear that it felt it did not owe the transiting and continued for the time being to pay Kennebec during negotiations. Ron Williams had various calls with Mr. Gomarko on behalf of WWC, but was unable to reach an agreement or resolution with Mr. Gomarko. During the calls, Williams questioned the rate and even questioned WWC's obligations to pay the rate. Therefore, Alltel terminated payments. See also Excel spreadsheet on Kennebec traffic history provided electronically – disputes sheet.

9. Identify all facts which support Alltel's statement, through its witness Ron Williams in Paragraph 4 of his Affidavit dated May 20, 2009, that "Western Wireless . . . initiated discussions with Kennebec regarding resolving various questions Western Wireless had concerning whether it was obligated to pay transiting."

ANSWER: See Response to Interrogatory number 8.

10. Identify all facts and persons with knowledge which support Alltel's statement, through its witness Ron Williams in Paragraph 4 of his Affidavit dated May 20, 2009, that "Western Wireless . . . initiated discussions with Kennebec regarding . . . how Kennebec even arrived at the transiting rate."

ANSWER: See Response to Interrogatory number 8.

11. Identify all facts and persons with knowledge which support Alltel's statement, through its witness Ron Williams in Paragraph 6 of his Affidavit dated May 20, 2009, which support Alltel's statements that Alltel's predecessor, Western Wireless, entered into a contract with Qwest Communications for the management and compensation of transit traffic.

ANSWER: Interrogatory 11 is objected to as being overly broad and unduly burdensome and being vague. The terminology used, “management and compensation of transit traffic” is incorrectly attributed to Mr. Williams. Qwest did not manage transit traffic for WWC. The Interrogatory is further objected to as being overly broad and unduly burdensome as the request for all persons with knowledge may include any network individuals that have ever looked at the agreement.

Without waiving said the previous objections, it is believed that Gene DeJordy or Jim Blundell, on behalf of WWC, were primarily involved in reaching an agreement with Qwest regarding the documents attached in Response to Interrogatory 6 above.

12. Identify the execution date of the contract between Alltel and/or its predecessor, Western Wireless, for the management and compensation of transit traffic.

ANSWER: Interrogatory 12 is objected to as being overly broad and vague. The terminology used “management and compensation of transit traffic” is not reflective of the situation that existed between Qwest and WWC. Qwest did not manage traffic for WWC. Without waiving said objection there is no agreement between Alltel and WWC. For an agreement between Qwest and WWC, See Response to Interrogatory 6.

13. Identify all those individuals employed by Alltel and/or its predecessor, Western Wireless, who negotiated and/or agreed to the terms set forth in the contract which Alltel alleges it has with Qwest for the management and compensation of transit traffic.

ANSWER: See Response to Interrogatory 11. Interrogatory 13 is objected to as being overly broad and vague. The terminology used “management and compensation of transit traffic” is not reflective of the situation that existed between Qwest and WWC. Qwest did not manage traffic for WWC. Without waiving said objection, it is believed that Gene DeJordy or Jim Blundell or both participated in negotiations with the Qwest Agreement that was provided in response to Interrogatory 6 above.

14. Identify all those individuals at Qwest who participated in the negotiations and execution of the contract which Alltel alleges it has with Qwest for the management and compensation of transit traffic.

ANSWER: Interrogatory 14 is objected to as being overly broad and vague. The terminology used “management and compensation of transit traffic” is not reflective of the situation that existed between Qwest and WWC. Qwest did not manage traffic for WWC.

Without waiving said objection, it is unknown as to who negotiated on behalf of Qwest. The agreement was signed on behalf of US West Communications by Elizabeth Stamp. See also Response to Interrogatory 11.

15. Set forth all facts which support Alltel's claim that Kennebec has not provided a transiting service to Kennebec for the time period relevant to the Complaint in this matter.

ANSWER: WWC is unaware of any claim it or Alltel has made that Kennebec has not provided a transiting service to Kennebec.

16. Identify all witnesses whom Alltel intends to call at hearing in the above-captioned matter.

ANSWER: Not yet determined. Alltel anticipates calling Ron Williams regarding various aspects of the case and may call W. Craig Conwell regarding appropriateness of the transiting charge given the transport network of Kennebec.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce true and correct copies of all documentation which support your answer to Interrogatory No. 6 above.

ANSWER: See exhibits attached in Response to Interrogatory 6.

2. Produce true and correct copies of all documents which support your answer to Interrogatory No. 7 above.

ANSWER: See documents provided in response to interrogatory 6 and record in TC07-114.

3. Produce true and correct copies of all documentation indicating that Alltel rejected the transiting agreement which Kennebec proposed to Alltel and /or its predecessor, Western Wireless, following the termination of the parties' 1999 transiting agreement.

ANSWER: See documents provided in response to Interrogatory 8.

4. Produce true and correct copies of all documentation indicating that Alltel conveyed to Kennebec that it rejected the rate contained in the transiting agreement which Kennebec proposed to Alltel and /or its predecessor, following the termination of the parties' 1999 transiting agreement.

ANSWER: See documents provided in response to Interrogatory 8.

5. Produce true and correct copies of all dispute notices, or similar documentation, sent by Alltel and/or its predecessor, Western Wireless, to Kennebec as it relates to the transit traffic at issue in this proceeding.

ANSWER: See summary of disputes in spreadsheet attached in response to Interrogatory 8.

6. Produce true and correct copies of all contracts between Qwest and Alltel, and any of its predecessors, which address arrangements for traffic which is transited from Presho to Golden West's Vivian exchange.

ANSWER: See Response to Requests for Production 1.

7. Produce true and correct copies of all documentation, including e-mails and correspondence, evidencing any communication from Alltel and/or its predecessor, Western Wireless, to Kennebec supporting Alltel's claim that it notified Kennebec that it had an agreement in place with Qwest for the transiting of Alltel's traffic.

ANSWER: None still exist.

8. Produce true and correct copies of all documentation which supports Alltel's contention in Paragraph 6 of Ron William's May 20, 2009 Affidavit which states that "Qwest was being paid to transit [calls to the Vivian exchanges] and Kennebec should be charging Qwest for any transiting of these calls[.]"

ANSWER: See response to request 1.

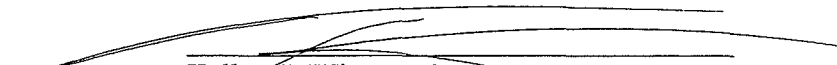
9. Produce all invoices or billing statements which Alltel, or its predecessor, Western Wireless, received from Qwest for the transiting of the traffic at issue in this dispute.

ANSWER: This request is objected to as being overly broad and unduly burdensome. To collect all billing statements from Qwest that might relate in some way to the traffic at issue. Without waiving said objection, see Summary attached in reference to Request for Production 8. The summary is confidential.

Dated this 2nd day of April, 2010.

AS TO OBJECTIONS:

GUNDERSON, PALMER, NELSON
& ASHMORE, LLP

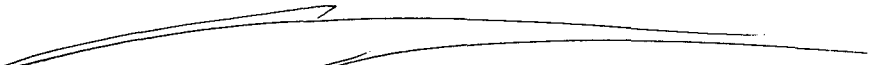


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CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of April, 2010, a true and correct copy of **ALLTEL COMMUNICATIONS, INC's ANSWERS TO KENNEBEC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS** was sent by first-class, U.S. Mail, postage paid to:

Meredith A. Moore
CUTLER & DONAHOE, LLP
100 N. Phillips Avenue, 9th Floor
Sioux Falls, SD 57104-6725



Talbot J. Wiczorek