

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

IN THE MATTER OF THE PETITION OF)	FINDINGS OF FACT,
BERESFORD MUNICIPAL TELEPHONE)	CONCLUSIONS OF LAW;
COMPANY FOR ARBITRATION PURSUANT)	NOTICE OF ENTRY OF
TO THE TELECOMMUNICATIONS ACT OF)	ORDER
1996 TO RESOLVE ISSUES RELATING TO)	
AN INTERCONNECTION AGREEMENT WITH)	TC07-113
ALLTEL COMMUNICATIONS, INC.)	

On October 19, 2007, Beresford Municipal Telephone Company (Beresford) filed a petition for arbitration of certain unresolved terms and conditions of a proposed Interconnection Agreement between Beresford and Alltel Communications, Inc. (Alltel), pursuant to section 252 of the Telecommunications Act of 1996, SDCL 49-31-81, and ARSD 20:10:32:29. Beresford filed a list of unresolved issues consisting of:

- (1) Is the reciprocal compensation rate for IntraMTA Traffic proposed by Beresford appropriate pursuant to 47 U.S.C. section 252(d)(2)?
- (2) What is the appropriate Percent InterMTA Use factor to be applied to non-IntraMTA traffic exchanged between the parties?
- (3) What is the appropriate manner by which the minutes of use of IntraMTA Traffic terminated by the parties, one to the other, should be calculated and billed?
- (4) What is the obligation of the parties with respect to dial parity?
- (5) What is the appropriate effective date and term of the Agreement?

Beresford requested the following relief:

- A. Issuance of an Order requiring arbitration of any and all unresolved issues between Beresford and WWC;
- B. Issuance of an Order directing Beresford and Alltel to submit to this Commission for approval of an interconnection agreement reflecting:
 - (i) the agreed-upon language in Exhibit A, and
 - (ii) the resolution of any unresolved issues in accordance with the positions and recommendations made by Beresford as set forth herein at the arbitration hearing to be scheduled by this Commission;
- C. Issuance of an Order directing the parties to pay interim compensation for transport and termination of telecommunications traffic from January 1, 2007 (the Effective Date set forth in Exhibit A) to the date on which the Commission approves the parties' executed interconnection agreement in accordance with section 252(e) of the Act;
- D. Issuance of an Order asserting this Commission has jurisdiction over this arbitration until the parties have submitted an executed interconnection agreement for approval by this Commission in accordance with section 252(e) of the Act; and
- E. Any other, further and different relief as the nature of this matter may require or as may be just, equitable and proper to this Commission.

In accordance with ARSD 20:10:32:30, a non-petitioning party may respond to the petition for arbitration and provide additional information within 25 days after the Commission receives the petition. On November 13, 2007, the Commission received a Response of Alltel Communications, Inc. to Petition for Arbitration of Beresford Municipal Telephone Company. Alltel included two additional issues for resolution:

- (6) What is the appropriate definition of intraMTA and interMTA traffic?
- (7) Which party can initiate a direct interconnection request?

On November 26, 2007, the Commission received a Proposed Scheduling Order from Beresford. On November 28, 2007, the Commission received a Proposed Scheduling Order Response from Alltel. On December 17, 2007, the Commission received a Stipulation for Scheduling Order and Stipulation and Confidentiality Agreement signed by the parties.

At its January 29, 2008, meeting, the Commission considered the assessment of filing fees and the Stipulation for Scheduling Order. The Commission voted to require the parties to make a deposit not to exceed \$75,000, pursuant to SDCL 49-31-44, and approved the Stipulation and Scheduling Order.

On March 17, 2008, the Commission received Alltel's Motion to Compel Responses to Discovery Requests. On March 24, 2008, the Commission received a Response to Motion to Compel and Postpone Deadlines and a Motion to Extend Deadline for Filing of Direct Testimony from Beresford.

At its March 25, 2008, meeting, the Commission considered the Motion to Compel Responses to Discovery Requests. After listening to the arguments of the parties, the Commission voted to grant the motion (Commissioner Hanson, dissenting). The Commission found that the discovery requested appeared reasonably calculated to lead to the discovery of admissible evidence. The Commission directed Staff to work with the parties regarding possible revisions to the procedural schedule. On May 20, 2008, the Commission received an Extension Agreement signed by the parties extending the Commission's decision date. On June 10, 2008, the Commission received a Stipulation for Amended Scheduling Order and Decision Date signed by the parties. At its July 8, 2008, meeting, the Commission unanimously voted to approve the Stipulation for Amended Scheduling Order and Decision Date.

A hearing on this matter was held July 29, 2008 through July 31, 2008, in the Floyd Matthew Training Center, Foss Building, 523 East Capitol, Pierre, South Dakota. On the first day of the hearing, the parties filed a matrix of the remaining issues to be decided by the Commission. For this docket, the remaining issues are issues two, six, and seven. For the purposes of the evidentiary record, this docket was consolidated with dockets TC07-112, TC07-114, TC07-115, and TC07-116. Thus, references to the exhibits submitted by Beresford shall be referred to as the Petitioners' exhibits.

On November 14, 2008, the Commission received a Stipulation to Supplement Record of Consolidated Arbitration Hearing signed by the parties. At its regularly scheduled meeting of November 25, 2008, the Commission unanimously voted to approve the Stipulation to Supplement Record of Consolidated Arbitration Hearing.

At its January 27, 2009, meeting, the Commission decided the unresolved issues as presented by the parties. With respect to the appropriate Percent InterMTA Use factor, the

Commission voted to accept Beresford's SS7 study and the results of that study. (Chairman Johnson, dissenting.) The Commission further voted to reject Alltel's contention that land-to-mobile interMTA traffic should be offset against mobile-to-land traffic. The Commission further voted to find that Beresford's intrastate switched access rates shall be applied to intrastate interMTA traffic and Beresford's interstate switched access rates shall apply to interstate interMTA traffic. The Commission further voted to reject Alltel's contention that calls to Beresford subscribers from Alltel numbers rated to Beresford should be treated as local calls subject to reciprocal compensation. Regarding the definitions of intraMTA and interMTA traffic, the Commission voted to accept the definitions as proposed by Alltel. Regarding the issue with respect to direct points of interconnection, the Commission voted to accept the direct points of interconnection as proposed by Beresford.

Having reviewed the evidence of record, the Commission makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. On October 19, 2007, Beresford filed a Petition for Arbitration of certain unresolved terms and conditions of a proposed Interconnection Agreement between Beresford and Alltel. Beresford filed the following list of unresolved issues:

- (1) Is the reciprocal compensation rate for IntraMTA Traffic proposed by Beresford appropriate pursuant to 47 U.S.C. section 252(d)(2)?
- (2) What is the appropriate Percent InterMTA Use factor to be applied to non-IntraMTA traffic exchanged between the parties?
- (3) What is the appropriate manner by which the minutes of use of IntraMTA Traffic terminated by the parties, one to the other, should be calculated and billed?
- (4) What is the obligation of the parties with respect to dialing parity?
- (5) What is the appropriate effective date and term of the Agreement?

2. On November 13, 2007, the Commission received the Response of Alltel Communications, Inc. to Petition for Arbitration of Beresford Municipal Telephone Company. Alltel included two additional issues for resolution:

- (6) What is the appropriate definition of intraMTA and interMTA traffic?
- (7) Which party can initiate a direct interconnection request?

3. The hearing was held as scheduled on July 29-31, 2008. For the purposes of the evidentiary record, this docket was consolidated with dockets TC07-112, TC07-114, TC07-115, and TC07-116.

4. On the first day of the hearing, the parties filed a matrix of the remaining issues to be decided by the Commission. For this docket, the remaining issues are issues two, six, and seven.

5. The issues involved the termination of the different types of traffic that are exchanged between the two companies. Mobile-to-land traffic is traffic that Alltel terminates to Beresford. Land-to-mobile traffic is traffic that Beresford terminates to Alltel. A major trading area (MTA) is used to define the geographic areas for some of the wireless licenses issued in the United States. Pet. Ex. 59 at 4. There are 51 MTAs in the United States. For South Dakota, MTA-12, referred to as the Minneapolis MTA, consists generally of the eastern two-thirds of the state.

Id. MTA-22, referred to as the Denver MTA, consists generally of the western one-third of the state. *Id.* MTA-32, referred to as the Des Moines MTA, consists of the southeastern corner of the state. *Id.*

6. An intraMTA call is a commercial mobile radio services (CMRS) call, commonly referred to as a wireless call, which originates and terminates traffic in the same MTA. Pet. Ex. 59 at 5. An interMTA call is a CMRS call that originates and terminates in different MTAs. *Id.* IntraMTA calls, also referred to as local calls, are subject to reciprocal compensation. See 47 U.S.C. § 251(b)(5); 47 C.F.R. § 51.701.

7. Reciprocal compensation applies to the transport and termination of telecommunications traffic between local exchange carriers (LECs) and other telecommunications carriers. 47 C.F.R. § 51.701(a). For purposes of reciprocal compensation, the Federal Communications Commission (FCC) has defined “telecommunications traffic” exchanged between a LEC and a CMRS provider as traffic that, at the beginning of the call, originates and terminates within the same MTA. 47 C.F.R. § 51.701(b)(2). Transport is defined as “the transmission and any necessary tandem switching of telecommunications traffic subject to section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.” 47 C.F.R. § 51.701(c). Termination is defined as “the switching of telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.” 47 C.F.R. § 51.701(d). Reciprocal compensation is an 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).

CALCULATION AND BILLING OF INTERMTA TRAFFIC

8. The first issue involves the calculation and billing of interMTA traffic. This issue requires the Commission to set an appropriate interMTA use factor to be applied to non-intraMTA traffic that is exchanged between Beresford and Alltel and determine what rates are applicable to interMTA traffic. Different rates apply to interMTA traffic and intraMTA traffic so the amount of interMTA traffic must be determined in order to correctly assess that traffic. CMRS providers often deliver interMTA traffic intermingled with intraMTA traffic to the LEC over the same facilities. Pet. Ex. 59 at 7. The LEC is unable to determine the location of the CMRS caller based on the signaling information delivered by the CMRS provider. *Id.* Due to the inability to determine the location of the caller, the CMRS provider and the LEC may use an InterMTA Use Factor. *Id.* This factor is applied to the total minutes of use that are terminated by the CMRS provider to the LEC. *Id.*

9. The first issue regarding InterMTA Use Factors is what methodology should be used to establish the factor. Three different methods were explained: (1) the Call Detail Record (CDR) method; (2) the Signaling System 7 (SS7) method; and (3) the Point of Interconnection (POI) method. Pet. Ex. 59 at 8-10.

10. The CDR method uses signaling information from the CMRS provider's network. *Id.* at 9. The CDR data can identify the location of the initial cell site at the start of the call. *Id.* Beresford did not develop an InterMTA Use Factor using the CDR method, claiming that “Alltel has been unwilling to provide the CDR data for this analysis.” *Id.* at 12. Alltel did not conduct a study based on the CDR method either.

11. The SS7 method uses the CMRS customer's telephone number or NPA-NXX as the location of the CMRS customer. *Id.* Beresford submitted a study using SS7 data. *Id.* at 12-13. The SS7 study was based on SS7 signaling records captured from October 1-15, 2004. *Id.* at 12. The study was conducted by Vantage Point Solutions, Inc. as follows:

The SS7 data was gathered via Tekno SCCS-288B/7, a device commonly known as the Tekno Box, which is located at the South Dakota Network (SDN) facilities in Sioux Falls, South Dakota and was programmed to monitor the SS7 signaling for the traffic Alltel terminates to Beresford. Vantage Point used the SS7 signaling records captured during the October 1-15, 2004 time period. Vantage Point extracted the SS7 records and imported the data into Microsoft SQL Server 2000 database (SQL). Using SQL, Vantage Point sorted all of the calls that originated with an Alltel NPA-NXX and terminated to the Beresford city NPA-NXX into two groups – those that originated and terminated in the same MTA and those that originated and terminated in different MTAs. The MTA of the NPA-NXX was determined by the location of the central office to which each of the NPA-NXXs were assigned. Since Beresford is one exchange and the city of Beresford exchange borders the MTAs of Minneapolis MTA-12 and Des Moines MTA-32, Vantage Point classified 20% of the MOU to the Minneapolis MTA-12 and 80% of the MOU to the Des Moines MTA-32 in order to help account for the MTA border. The calls that originated and terminated in different MTAs were further divided into those that originated inside South Dakota and those that originated outside of South Dakota.

Vantage Point then determined the total call duration of the intraMTA calls and the interstate interMTA calls and the intrastate interMTA calls. The InterMTA Use Factor was determined by taking the ratio of the call duration for the interMTA calls to the call duration for the total Alltel calls terminated to Beresford. The interMTA calls were further refined to determine the amount of interMTA traffic that was intrastate interMTA in nature and those that were interstate interMTA in nature based upon the originating and terminating NPA8NXX.

Id. at 12-13. The result was an InterMTA Use Factor of 70.7%. *Id.* at 13. Of that 70.7%, the study determined that 93.5% of the traffic was intrastate and 6.5% was interstate. *Id.*

12. Alltel developed a study using a method based on the POI method. Alltel Ex. 6 at 9. The POI method is based on the point on a carrier's network where the traffic is handed off to another carrier. Tr. at 458. The result of the POI study was an InterMTA Use Factor of zero percent. Alltel Ex. 6 at attached Ex. RW3. 23. Alltel further stated that Beresford should be treated differently given that the MTA goes through Beresford. Alltel's cell site is on one side of the MTA and Beresford's switch is on the other side. Tr. at 482. Alltel contended that Beresford calls should be rated as local and subject to reciprocal compensation. *Id.*

13. None of the methods actually identify the location of the caller at the time of the call. The FCC recognized the problem of identifying interMTA and intraMTA and stated that compensation could be calculated by the use of traffic studies. *First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499, 16017-18 (1996) (*First Report and Order*).

14. One of the advantages of the POI method is its simplicity. Alltel stated that it endorsed the POI method largely for its simplicity. Tr. at 459. The problem with the POI method is that it

may not be very accurate in rural areas like South Dakota because the “CMRS provider may deliver calls originating in various states or in various MTAs to a single POI.” Pet. Ex. 59 at 11.

15. With respect to the issue as to whether Beresford should be treated differently because the MTA boundary goes through the city, the Commission finds that it will not make an exception for Beresford due to the location of the boundary. The Commission recognizes that this is an unusual situation. However, the Commission finds that a CMRS call that crosses an interMTA line is considered by the FCC to be an interMTA call. Such calls are subject to switched access charges, not reciprocal compensation charges. The Commission rejects Alltel’s contention that the Commission can ignore the definitions of interMTA and intraMTA traffic and make an exception for these calls and treat them as intraMTA calls.

16. The Commission finds the SS7 method is more accurate than the POI method. The SS7 study comes closer to identifying the location of the caller at the time the call is made when compared to the POI method. The rationale behind using the telephone number of the caller as the origin of the call is because most wireless calls will be made in the vicinity of the caller’s home location. Tr. at 307. Although the SS7 method will not accurately characterize all calls, this method is superior to the POI method which relies on the location of the point of interconnection.

17. Having found the SS7 method is more accurate than the POI method, the Commission must next consider Alltel’s claims that the SS7 study as proposed by Beresford is flawed because Beresford failed to account for changes made to the Alltel network since the SS7 study was performed. Alltel Ex. 7 at 2-4. The changes were made due to divestitures and acquisitions, cell site rehomeing, and changes implementing MTA routing in its switch translations group. Tr. at 484. Alltel stated that it ran the study and adjusted for the changes. Alltel’s adjusted number for Beresford is 11.6%. Alltel Ex. 7 at 4.

18. Beresford claimed that when Alltel made changes to the SS7 study, Alltel only accounted for the changes in the Alltel network that could have potentially decreased the factor and ignored other change that would have tended to increase the factor. Tr. at 340-41. Beresford further stated that “the interMTA factor tends to increase with time as the wireless carrier network becomes larger. As the wireless carriers networks expand, they interconnect their switches with Intermachine Trunks (IMTs). These IMTs are used to transport calls over larger and larger geographic areas so that the calls can be delivered to the landline customer without having to use an IXC for the delivery. This results in a higher interMTA factor.” Pet. Ex. 68 at 6.

19. The Commission recognizes that networks change over time. However, in order for the Commission to accept revisions to the SS7 study based on network changes, those revisions must take into account *all* of the changes of the network, not just the ones advantageous to one party. The Commission finds that Alltel has failed to provide sufficient evidence that its changes to Beresford’s SS7 study should be accepted. Beresford presented evidence that demonstrated that the Alltel revisions failed to account for all of the NXXs that were added as part of the Alltel acquisitions. Pet. Exs. 72, 73. Thus, the Commission rejects Alltel’s proposed revisions and accepts the results of Beresford’s SS7 study.

20. The next issue related to the InterMTA Use Factor is what rate is applicable. Alltel’s position is that Beresford’s intrastate switched access tariff does not apply to interMTA CMRS traffic. Even if it did apply, Alltel stated that the rate fails to take into account the way Alltel terminates traffic to Beresford and as a result it overcharges for transport. Alltel Ex. 6 at 10. Alltel also claims that it should not have to pay the local loop carrier common line charge because it is not an FCC recognized charge. *Id.* at 10-11.

21. The Commission finds the proper rate for interstate interMTA traffic is Beresford's tariffed interstate switched access rate and the proper rate for intrastate interMTA traffic is Beresford's tariffed intrastate switched access rate. The Commission finds that the FCC has recognized that interMTA traffic may be subject to interstate and intrastate access rates. *First Report and Order*, at 16017. The Commission further notes that if Alltel had objections to Beresford's switched access rate, Alltel had the opportunity to intervene in Beresford's switched access proceeding. Alltel may not collaterally attack the rate in this proceeding. Moreover, whether the FCC recognizes a particular element charged with respect to interstate switched access is not relevant as to whether an element of intrastate switched access rates is appropriate.

22. The next issue impacting the InterMTA Use Factor is whether land-to-mobile interMTA traffic should be offset against mobile-to-land traffic. Alltel has calculated a net factor by determining the traffic factor of land-to-mobile calls. Alltel's net factor for Beresford is 9.0%. Alltel Ex. 7 at 8. Beresford stated netting is not needed because Alltel sends an almost de minimus amount of interMTA traffic. Tr. at 328.

23. As found above, the Commission has determined that interMTA traffic is subject to Beresford's intrastate and interstate switched access rates. If Alltel were allowed to "net" its traffic against Beresford's interMTA traffic, in effect, Alltel would be receiving Beresford's intrastate or interstate switched access rates for Alltel's interMTA traffic. Alltel did not propose an interMTA rate based on its own costs. Alltel further stated it is barred from filing for access rates and that it has never performed an intrastate or interstate cost study for its wireless business. Tr. at 476-77. Thus, the Commission rejects Alltel's request for a net factor that would allow Alltel to receive Beresford's switched access rates.

DEFINITION OF INTRAMTA AND INTERMTA TRAFFIC

24. Beresford and Alltel proposed different definitions for interMTA and intraMTA traffic. Beresford proposed the following definitions for interMTA and intraMTA traffic:

"InterMTA Traffic" means all wireless to wireline calls, which originate in one MTA and terminate in another MTA based on the location of the connecting Cell Site serving the wireless End User at the beginning of the call and the location of the End Office serving the wireline End User.

"IntraMTA Traffic," for purposes of this Agreement, means traffic exchanged between the CMRS Provider and the Telephone Company that, at the beginning of the call, originates and terminates within the same MTA based on the location of the connecting Cell Site serving the wireless End User and the location of the End Office serving the wireline End User.

25. Alltel proposed the following definitions for interMTA and intraMTA traffic:

"InterMTA Traffic" means all wireless to wireline calls, which originate in one MTA and terminate in another MTA.

"IntraMTA Traffic," for purposes of this Agreement, means traffic exchanged between the CMRS Provider and the Telephone Company that, at the beginning of the call, originates and terminates within the same MTA.

26. Beresford's proposed definitions are consistent with the CDR method for identifying interMTA traffic since it is based on the location of the connecting cell site serving the wireless

end user. However, as discussed *supra*, Beresford did not submit a CDR study. Instead it submitted an SS7 study that the Commission accepted. Therefore, the Commission finds the inclusion of the language regarding connecting cell sites reflects a traffic study that is not being used and thus is not appropriate. The Commission further finds that Alltel's proposed definitions are appropriate. The Commission notes that the definition of intraMTA traffic tracks the FCC's definition in 47 C.F.R. § 51.701(b)(2). The Commission adopts the proposed Alltel language for the definitions of interMTA and intraMTA traffic.

POINTS OF INTERCONNECTION

27. The parties disagree on the points of interconnection (POIs) where parties may directly interconnect. In Appendix B to its proposed interconnection agreement, Beresford identified Beresford as the technically feasible POI.

28. In its response to Beresford's petition, Alltel initially stated that this unresolved issue concerned which party can initiate a direct interconnection request. In proposed section 3.13 Alltel proposed allowing Alltel the unilateral right to request two-way direct interconnection. Alltel did not propose any points of interconnection in appendix B to its proposed interconnection agreement. Then in its brief, for Alltel originated traffic, Alltel proposed adding to Appendix B the following POIs for direct interconnection: 1) any Beresford meet point with the South Dakota Network; 2) any Beresford meet point with the Qwest Tandem switch; 3) any Beresford end office; and 4) any mutually agreed upon location. For Beresford originated traffic, Alltel identified the following POI locations: 1) Alltel's meet point with SDN tandem switch; 2) Alltel's meet point with Qwest tandem switch; 3) Alltel's Mobile Switching Center; and 4) any mutually agreed upon location. Alltel's Reply Brief at 19-20. However, at the hearing, Alltel stated that it was asking for the ability, if it chooses, to establish a one-way direct interconnection for mobile-to-land traffic. Tr. at 469-70; Alltel Ex. 5 at 7. Alltel stated that it had simplified its request and that it was requesting a connection at a point where the RLEC was already connected with some other carrier or at one of the RLEC's switching locations. Tr. at 470.

29. Alltel's position on this issue appears to be an evolving one. The Commission notes that according to section 3.1.2 either party may choose to provide one-way direct interconnection facilities for its originating traffic. The remaining question appears to be the points of interconnection at which Alltel may interconnect with Beresford if Alltel chooses to establish a one-way direct interconnection for mobile-to-land traffic. The Commission finds that Beresford's proposed points of interconnection are all points on Beresford's local exchange network. Alltel has not cited to legal authority to support its position that it may require direct connection on points outside of Beresford's network. Although Alltel cited to section 251(c)(2) as establishing a right to directly connect, rural local exchange carriers are exempted from the requirements of section 251(c). See 47 U.S.C. §251(f)(1). The Commission finds that Beresford's proposed points of interconnection are appropriate.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction in this matter pursuant to SDCL chapters 1-26 and 49-31, including 49-31-3 and 49-31-81, and 47 U.S.C. sections 251 and 252.

2. Pursuant to section 252 of the federal Act and SDCL 49-31-81, the Commission is required to resolve the unresolved issues presented by Beresford and Alltel. Beresford originally requested resolution of five issues but the parties resolved four of the issues prior to the hearing. The remaining issue was:

- (1) What is the appropriate Percent InterMTA Use factor to be applied to non-IntraMTA traffic exchanged between the parties?

3. Alltel included two additional issues for resolution:

- (6) What is the appropriate definition of intraMTA and interMTA traffic?
(7) Which party can initiate a direct interconnection request?

4. With respect to the appropriate Percent InterMTA Use factor, the Commission concludes that it will accept Beresford's SS7 study and the results of that study as the factor. See Findings 8-19. The Commission further concludes that Beresford's intrastate switched access rates shall be applied to intrastate interMTA traffic and Beresford's interstate switched access rates shall apply to interstate interMTA traffic. See Findings 20-21. The Commission rejects Alltel's netting of traffic. See Findings 22-23.

5. With respect to the appropriate definition of intraMTA and interMTA traffic, the Commission concludes that it will accept the definitions as proposed by Alltel. See Findings 24-26.

6. With respect to direct points of interconnection, the Commission concludes that it will accept the points of interconnection as proposed by Beresford. See Findings 27-29.

It is therefore

ORDERED, that Beresford and Alltel shall incorporate the Commission's findings regarding these issues in their Interconnection Agreement and shall submit the completed Agreement to the Commission in accordance with the Commission's rules.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 27th day of February, 2009. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 27th day of February, 2009.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, electronically.
By: <u>Delaine Kolbo</u>
Date: <u>2/27/09</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Dustin M. Johnson
DUSTIN M. JOHNSON, Chairman *dk*
(Dissenting in part)

Steve Kolbeck
STEVE KOLBECK, Commissioner

Gary Hanson
GARY HANSON, Commissioner