

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

IN THE MATTER OF THE PETITION OF)	ORDER SETTING
SPRINT COMMUNICATIONS COMPANY L.P.)	PROCEDURAL SCHEDULE
FOR ARBITRATION PURSUANT TO THE)	
TELECOMMUNICATIONS ACT OF 1996 TO)	TC06-176
RESOLVE ISSUES RELATING TO AN)	
INTERCONNECTION AGREEMENT WITH)	
BROOKINGS MUNICIPAL UTILITIES D/B/A)	
SWIFTEL COMMUNICATIONS)	

On October 16, 2006, Sprint Communications Company L.P. (Sprint) filed a petition 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), certain terms and conditions of a proposed Interconnection Agreement between Sprint and Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel). Sprint filed a list of unresolved issues consisting of: (1) 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? (2) 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? (3) Should the Interconnection Agreement permit the parties to combine wireless and wireline traffic on interconnection trunks? (4) 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? (5) What is the appropriate reciprocal compensation rate for the termination of telecommunications traffic? (6) Should Sprint's proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement? (7) Should the ILEC-proposed Directory Listing provisions, as modified by Sprint, be adopted and incorporated into the Interconnection Agreement? (8) 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? (9) What 911 liability terms should be included in the Interconnection Agreement? (10) What Force Majeure terms should be included in the Interconnection Agreement? Sprint respectfully requests the Commission to arbitrate each of the remaining disputes between Sprint and Swiftel, to find in Sprint's favor and to adopt Sprint's proposed contract language. 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 October 30, 2006, the Commission received a Joint Motion of Interstate Telecommunications Cooperative, Inc. and Brookings Municipal Utilities d/b/a Swiftel Communications for Deferral of Hearing on Sprint Communications Company's Request for Consolidation.

At its October 31, 2006, meeting, the Commission considered the assessment of filing fees and the request to consolidate Dockets TC06-175 and TC06-176. The Commission voted to require the parties to make a deposit not to exceed \$75,000.00, pursuant to SDCL 49-31-44. SDCL 49-31-44 authorizes the Commission to require a deposit of up to seventy-five thousand dollars (\$75,000) in the telecommunications investigation fund to defray Commission expenses incident to analyzing and ruling upon this type of filing. The request to consolidate Dockets TC06-175 and TC06-176 was deferred.

On November 13, 2006, the Commission received a Letter and Response of Brookings Municipal Utilities d/b/a Swiftel Communications and Motion to Dismiss and Opposition to Motion to Consolidate.

At its November 28, 2006, meeting, the Commission considered the setting of a procedural schedule. The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-31, and 47 U.S.C. section 252. The Commission may rely upon any or all of these or other laws of this state in making its determination. At the meeting, the parties stated that they agreed to the following dates:

<u>Event</u>	<u>Date</u>
Response Due	Filed
Discovery Served	December 8, 2006
Discovery Responses with any Objections	December 22, 2006
Motions to Compel (if any)	January 9, 2007
Response to Motion to Compel (if necessary)	January 12, 2007
Hearing on Discovery Objections/Compel (if necessary)	January 16, 2007
Providing of Documents Ordered by Commission (If necessary)	January 19, 2007

Prefiled Direct Testimony And Exhibits	February 2, 2007
Prefiled Rebuttal Testimony And Exhibits	February 16, 2007
Designation of Additional Witnesses to Rebuttal	February 22, 2007
Exchange of Additional Exhibits for use by rebuttal witnesses	February 22, 2007
Hearing Dates	February 27 to March 2, 2007
Simultaneous Post Hearing Briefs and Orders	March 28, 2007
Simultaneous Reply Briefs	April 11, 2007
Commission Decision	May 11, 2007

With respect to process, parties did not agree on all of the issues related to the process to be followed. After listening to the arguments of the parties, the Commission voted to adopt Sprint's proposed procedures with some minor modifications. The process to be followed by the parties is as follows:

A. Service. Documents and information shall be exchanged electronically between the parties or filed with the Commission. All such exchanges or filings shall occur prior to 5:00 p.m. CST or CDT, as applicable on the due date. Documents served or filed are served on the date they are received. All documents shall be served by email, in .pdf format, and service by email is effective when received. Spreadsheets shall be provided in a "native format" either unprotected or with necessary passwords. The documents that provide the information contained in the spreadsheets shall be identified and provided or made available upon request. In addition to filing electronically, a filing party shall provide the opposing party with one paper copy of each document filed;

B. Witnesses. No witness shall be allowed to testify at the hearing unless that witness has prefiled testimony pursuant to this procedural schedule with the exception of witnesses offering live testimony regarding issues first raised in rebuttal testimony. Such testimony shall not be duplicative of prefiled testimony. In the event that a party determines that it will present testimony in response to rebuttal testimony from one or more witnesses that have not prefiled testimony, the names and personal resumes of such witnesses, and a general description of the facts and testimony to be offered by such witnesses shall be provided to the other party and the Commission on or before the deadline;

C. Exhibits. Exhibits offered through a Party's witness shall be attached to prefiled testimony except in cases where the exhibit is introduced in live redirect.

D. Protective Order/Confidentiality Agreement. Order shall be entered by Commission.

E. The Commission shall issue its decision resolving the issues in the arbitration on or before May 11, 2007. The decision shall establish a procedure and schedule for filing a conformed arbitrated agreement for consideration by the Commission. The Commission may resolve issues presented as it determines to be proper consistent with the facts presented and applicable legal requirements. Baseball or last offer arbitration will not be used by the Commission.

It is therefore

ORDERED, that the parties shall follow the procedural schedule as set forth above.

Dated at Pierre, South Dakota, this 1st day of December, 2006.

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, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u><i>Delaine Kalbo</i></u>
Date:	<u>12/1/06</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Dustin M. Johnson
DUSTIN M. JOHNSON, Chairman *dk*

Gary Hanson
GARY HANSON, Commissioner