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RECEIVED

JUL 07 2006

July 5, 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Patty Van Gerpen
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

Re: IN THE MATTER OF THE COMPLAINT OF WWC LICENSE LLC AGAINST
GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE, INC.; VIVIAN
TELEPHONE COMPANY; SIOUX VALLEY TELEPHONE COMPANY; UN-
ION TELEPHONE COMPANY; ARMOUR INDEPENDENT TELEPHONE
COMPANY; BRIDGEWATER-CANISTOTA INDEPENDENT TELEPHONE
COMPANY; AND KADOKA TELEPHONE COMPANY, CT05-001.

Dear Patty:

Please find enclosed for filing the original and ten (10) copies of RESISTANCE TO
MOTION TO SUBSTITUTE CORRECTED EXHIBIT and Certificate of Service in the
above referenced case.

Sincerely,



Darla Pollman Rogers
Attorney at Law

DPR/ea

Enclosures

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

JUL 07 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT
OF WWC LICENSE LLC AGAINST
GOLDEN WEST TELECOMMUNICA-
TIONS COOPERATIVE, INC.; VIVIAN
TELEPHONE COMPANY; SIOUX VAL-
LEY TELEPHONE COMPANY; UNION
TELEPHONE COMPANY; ARMOUR
INDEPENDENT TELEPHONE COM-
PANY; BRIDGEWATER-CANISTOTA
INDEPENDENT TELEPHONE COM-
PANY; AND KADOKA TELEPHONE
COMPANY

DOCKET NO. CT05-001

RESISTANCE TO MOTION
TO
SUBSTITUTE CORRECTED EXHIBIT

COME NOW the above-named Respondents (“Golden West Compa-
nies”), by and through their attorney, Darla Pollman Rogers, joined by Intervenor SDTA,
and hereby object to WWC’s Motion to Substitute Corrected Exhibit in the above named
docket for the following reasons:

1. WWC represents to the Commission that it is merely requesting that the
spreadsheets submitted in WWC’s Exhibits 7 and 21 be “corrected” to conform to page 2,
Explanation of Calculations, in said Exhibits. In order to correct the Exhibits to conform
to the evidence in the record, it is actually the Explanation of Calculations that should be
corrected, and not the spreadsheets.

2. WWC claims that correcting the spreadsheets is necessary in order to comply
with Section 4.0 of Appendix A of the Reciprocal Interconnection, Transport, and Termi-
nation Agreement (i.e. WWC Exhibit 1, hereinafter referred to as “Agreement” or “the
Agreement”). The language in Appendix A, Section 4.0, however, must be interpreted
within the context of the entire Agreement. What Section 4.0 of Appendix A addresses is
how to apply the Mobile to Land and Land to Mobile reciprocal compensation credit fac-
tors. In fact, the title of the Section is “Reciprocal Compensation Credit Formula”.

3. Even though interpretation of Section 4.0 of Appendix A was not an issue pre-
sented at the hearing, WWC is now attempting to lock the Commission into an incorrect
interpretation of Section 4.0 of Appendix A, which is not only contrary to the testimony
that was presented at the hearing and to a reasonable interpretation of the Agreement as a

whole, but also results in a net addition to the amount WWC claims Golden West Companies owes to WWC.

4. It is important to look at Section 4.0 of Appendix A within the context of the entire Agreement. Throughout the Agreement, the distinction is made between “local traffic” and “InterMTA Traffic”.

2.0 Description of Traffic

2.1 This Agreement applies both to Local and InterMTA traffic originated by the End User subscribers of one Party and terminated to end user subscribers of the other Party...Local Traffic is subject to local Transport and Termination charges as described in Appendix A. InterMTA Traffic is subject to Telephone Company’s interstate or intrastate access charges. (emphasis added)

The Agreement further provides:

5.0 Transport and Termination Compensation

5.1 Rates - - The CMRS Provider and the Telephone Company shall reciprocally and symmetrically compensate one another for Local Traffic terminated on either Party’s network. The rates at which the Parties shall compensate each other for the Transport and Termination of Traffic are set forth in Appendix A hereto. (emphasis added)

5.1.1 Telephone Company’s access charges apply to the termination of InterMTA traffic.

5.1.2 The rates applicable to Local Traffic are set forth in Appendix A. (emphasis added)

With that background from the Agreement, it is clear that Section 4.0 of Appendix A, and in fact, all of Appendix A applies only to local traffic, excluding InterMTA traffic. Section 4.0 deals with calculation of the reciprocal compensation credit and establishes a formula for said calculation. Even though the second sentence of Section 4.0 refers to “total number of monthly measured minutes of use”, the interpretation of that sentence that is consistent with the Agreement is the total number of local measured minutes of use. As the Agreement clearly states, Appendix A applies only to local traffic, not InterMTA traffic.

5. The foregoing interpretation of Section 4.0 of Appendix A is also consistent with the billing practices of the parties during the terms of the Agreement. While this Commission was not asked to interpret the meaning of Section 4.0 of Appendix A during

the hearing in this docket, the evidence that was presented (by WWC) is consistent with Golden West's interpretation of the application of Appendix A, Section 4.0. In explanation of the various Columns in WWC's Exhibit 7, Mr. Williams testified as follows:

- A. Well, net billed minutes is a reflection of what was - - of a number that appeared on the actual invoice... (Column F).
- Q. (by Mr. Wieczorek) Is that where this mobile to land terminating then comes into play?
- A. Yes, really Column G is the Column that is the primary driver for the remainder of the Columns in the spreadsheet, and this represents the amount of traffic that Golden West or Armour has recorded that originated on Golden West's network. So it's a gross representation of the minutes that originate on Western's network, delivered to Armour's network and from that, the rest of the calculations can be derived (TR pg. 46, lines 8-19).

Included in the "rest of the calculations" referred to by Mr. Williams is the application of the reciprocal compensation credit formula methodology set forth in Section 4.0 of Appendix A. According to Mr. Williams' testimony and the spreadsheets, the first step is to remove all InterMTA traffic from the reciprocal compensation calculation.

- A. The minutes that we deliver to a telephone company under this agreement, the first thing that is done is that the InterMTA factor is applied to those minutes, in this case three percent, and three percent of the minutes are then identified as InterMTA minutes. Then in order to determine the reciprocal compensation or the traffic that is going from the telephone company to Western Wireless or Alltel's network, a factor methodology is used. And if that factor were, for example, 22 percent of the traffic going from the telephone company to Western Wireless network, you could derive, then, the amount of reciprocal compensation minutes that were due Western. Then those minutes were netted out against what was terminated to the telephone company and then the reciprocal compensation rate was applied to the net minutes.

That's pretty much how it works, and that's really what is occurring in Columns J and L and basically what we have done, I walked you through G is the total minutes terminating to the telephone company, H is the InterMTA minutes that were derived by applying the InterMTA factor. J represents the residual, in other words, J is total minutes minus InterMTA minutes terminating to the network. From there you can calculate Column L using the traffic factors that were in play at that point in time, and from those minute calculations, you can derive what financial compensation was allocated to the companies. (TR pp. 46-47, line 25; lines 1-24) (emphasis added)

6. The Spreadsheets in Exhibits 7 and 21 follow the explanation given by Mr. Williams. For example, looking at the Armour spreadsheet in Exhibit 7, exclusion of InterMTA minutes from the reciprocal compensation calculation is clear. As noted in Mr. Williams testimony, Column G is the total land terminating minutes (in the 2-15-03 billing period for Armour, that amount is 33,154 minutes). The InterMTA minutes (calculated at 3% in WWC's spreadsheets) are calculated in Column H, leaving the IntraMTA (or local) minutes in Column J. The formula set forth in Section 4.0 of Appendix A is then applied only to the IntraMTA minutes in Column J:

$$32,159 \div 79\% \times 21\% = 8,549 \text{ reciprocal compensation minutes (Column L.)}$$

7. From the testimony presented, Mr. Williams noted that these calculations were not in dispute:

- A. (by Mr. Williams) My understanding that in all of this case, that there is not a dispute about the mobile to land terminating minutes, that the parties are in agreement as to what those minutes are and they are not in disagreement as to the derivation of how to arrive at InterMTA minute or reciprocal compensation minutes. The issue is what factors and what rates would apply. (TR pp. 47-48, line 25; lines 1-5).

At the hearing, WWC clearly concurred with Golden West's interpretation of the distinction in treatment of InterMTA traffic and IntraMTA local traffic, even though the parties did not agree on what the InterMTA factor should be, and the rates that would apply.

- Q. (by Wieczorek) Does each InterMTA minute get charged both at an access rate and recip comp rate in your calculations?

- A. (by Mr. Williams) No, InterMTA minutes are charged at the interstate access rate, IntraMTA minutes are charged at the reciprocal compensation rate.

Allowing WWC to change the calculations in the Exhibits as proposed by WWC in the current Motion would result in applying access rates and reciprocal compensation rates to InterMTA traffic. That is contrary to the Agreement and to both Parties' interpretation of the Agreement.

8. With this Motion, WWC is now asking the Commission to apply the reciprocal compensation credit calculation to all traffic, not just IntraMTA or local traffic. As demonstrated above, that is contrary to the evidence presented by WWC at the hearing.

9. If WWC's intent is to provide correct exhibits to the Commission, the proper correction is to the Explanation of Calculations found on page two of the Exhibits. In the Explanation for Column L, Reciprocal Compensation Minutes, the last line should read as follows:

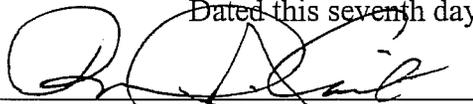
The calculation is (Column J ÷ (one minus Traffic Factor) times Traffic Factor. The Explanation would then conform to the spreadsheets and to the testimony in the record.

10. The hearing in this case remains open for the limited purpose of surrebuttal testimony to Mr. Musick's testimony. WWC should not be allowed to present new evidence that contradicts its previously submitted evidence, in the form of this Motion.

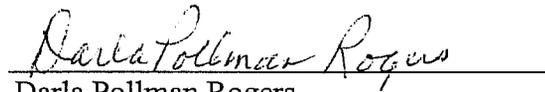
11. If this Commission wishes to receive additional evidence on the interpretation of Section 4.0 of Appendix A of the Agreement, which interpretation did not appear to be in dispute prior to filing of WWC's Motion, then WWC should request this Commission to reopen the evidentiary portion of the hearing and allow both parties to submit evidence on the interpretation of that portion of the Agreement.

For all of the foregoing reasons, Golden West Companies respectfully request that WWC's Motion be denied.

Dated this seventh day of July, 2006.



Richard D. Coit, Executive Director
South Dakota Telecommunications Ass'n
P. O. Box 57
Pierre, South Dakota 57501



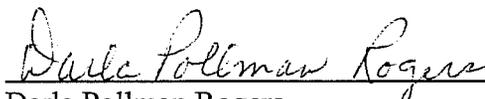
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Attorneys for Respondents

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing RESISTANCE TO MOTION TO SUBSTITUTE CORRECTED EXHIBIT was served via the method(s) indicated below, on the seventh day of July, 2006, addressed to:

Talbot J. Wieczorek	(X)	First Class Mail
Gunderson, Palmer, Goodsell & Nelson, LLP	()	Hand Delivery
P. O. Box 8045	(X)	Facsimile
Rapid City, South Dakota 57709	()	Overnight Delivery
	()	E-Mail
Rolayne Ailts Wiest, General Counsel	(X)	First Class Mail
South Dakota Public Utilities Commission	(X)	Hand Delivery
500 East Capitol Avenue	()	Facsimile
Pierre, South Dakota 57501	()	Overnight Delivery
	()	E-Mail
Richard D. Coit, Executive Director	(X)	First Class Mail
South Dakota Telecommunications Ass'n	(X)	Hand Delivery
P. O. Box 57	()	Facsimile
Pierre, South Dakota 57501	()	Overnight Delivery
	()	E-Mail

Dated this seventh day of July, 2006.



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