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March 28, 2005

Pamela Bonrud
Executive Director
SD Public Utilities Commission
500 E Capitol Avenue
Pierre SD 57501

RECEIVED

MAR 29 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: WWC's Complaint against Golden West Companies Regarding
Intercarrier Billings
Docket CT05-001

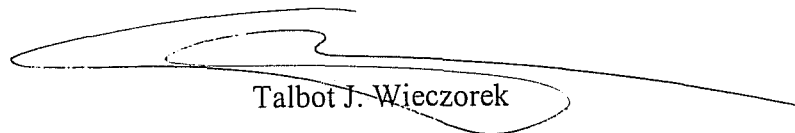
GPGN File No. 5925.050089

Dear Ms. Bonrud:

Enclosed please for filing, please find the original plus ten copies of WWC's Answer to Golden West Companies' Counterclaim along with the Certificate of Service.

Please feel free to contact me with any questions.

Sincerely,



Talbot J. Wieczorek

TJW:klw
Enclosures
c: (w Encl)

Darla Pollman Rogers
Rolayne Wiest
Client

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED
MAR 29 2005
SOUTH DAKOTA
UTILITIES

In the Matter of the Complaint)	
WWC License LLC against)	
Golden West Telecommunications Cooperative,)	DOCKET NO. CT05 - 001
Inc.;)	
Vivian Telephone Company;)	
Sioux Valley Telephone Company;)	
Union Telephone Company;)	WWC's ANSWER TO
Armour Independent Telephone Company;)	GOLDEN WEST COMPANIES'
Bridgewater-Canistota Independent Telephone)	COUNTERCLAIM
Company; and)	
Kadoka Telephone Company)	

COMES NOW, WWC License LLC, of 3650 131st Avenue SE, Suite 400, Bellevue, Washington 98006 (hereinafter "WWC"), by and through its attorney of record, Talbot J. Wieczorek of Gunderson, Palmer, Goodsell & Nelson, LLP, Rapid City, South Dakota and hereby submits this answer to the Counterclaim of Golden West Companies:

1. WWC admits paragraphs 30 and 32 of the Counterclaim with the exception that the Kadoka Interconnection Agreement has not yet been executed or approved. SDTA and WWC agree this was an oversight and WWC will work with Kadoka to complete the agreement for which terms have long since been agreed upon.

2. As to Counterclaim paragraphs 33 and 34, they are denied. Western Wireless has been actively engaged in negotiations with Mr. Thompson regarding InterMTA traffic since September 2003. These negotiations began prior to finalization of the interconnection agreements with any Golden West controlled entity and, as yet, the parties have not come to agreement on study methodology, let alone an InterMTA rate produced by the methodology. While Larry Thompson may have had some part in actually negotiating the Interconnection

Agreements, the Interconnection Agreement with Golden West Cooperative, the earliest Interconnection Agreement executed by the parties, was not executed until January 28, 2004, and any negotiations that took place before then are irrelevant as the InterMTA agreed upon factor is contained in the Interconnection Agreement.

3. As to Counterclaim paragraph 35, the allegations are denied. Golden West Cooperative's claim it can collect "back" InterMTA amounts to January 1, 2003, is contrary to the very language contained in the Interconnection Agreement and cited in the Counterclaim at Counterclaim paragraph 32. That language provides that the InterMTA use factor would be 3.0% and the factor could not be adjusted until three months after the executed date of the agreement and the completion of a traffic study. Golden West Cooperatives' Interconnection Agreement was not executed by the parties until January 28, 2004, requiring that the 3.0% be used for a minimum of three months, either from the execution date or the Commission's approval date, which was May 2004. Therefore, by the approved Interconnection Agreement executed on behalf of Golden West Cooperative by George Strandell, Golden West Telecommunications Cooperative cannot make a claim for a higher rate for InterMTA use going back to January 2003. Moreover, the 3.0% is the appropriate rate under the Interconnection Agreement as the Interconnection Agreement required a mutually agreed upon traffic study analysis to be completed before adjusting the rate and no such study has been completed.

4. As to Counterclaim paragraph 36, the allegations are denied. WWC has been negotiating in good faith and prior to the filing of this Counterclaim, had conducted an expensive specialized traffic study, provided output from that study to Mr. Thompson to conduct his own analysis, proposed various ways to perform a traffic study analysis, and was awaiting a response from Larry Thompson and his clients, including the Golden West companies.

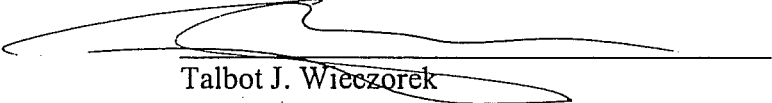
5. As to Counterclaim paragraphs 37 through 40, the allegations are denied in whole.

WHEREFORE, WWC requests relief regarding the Counterclaim as follows:

1. That the Counterclaim by Golden West Companies be dismissed;
2. That WWC be awarded costs, disbursement and attorneys' fees incurred herein;
and
3. For such other and further relief as the Commission deems just and proper.

Dated this 28 day of March, 2005.

GUNDERSON, PALMER, GOODSSELL
& NELSON, LLP



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

In the Matter of the Complaint)	
WWC License LLC against)	
Golden West Telecommunications Cooperative,)	DOCKET NO. CT 05 - 001
Inc.;)	
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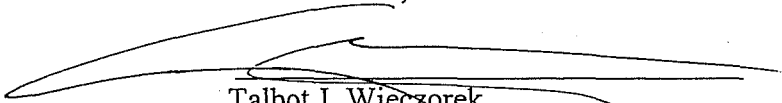
CERTIFICATE OF SERVICE

I hereby certify that on the 28 day of March, 2005, a true and correct copy of WWC License, LLC's ANSWER TO GOLDEN WEST COMPANIES' COUNTERCLAIM was sent by first-class, U.S. Mail, postage paid to:

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PO Box 280
Pierre, SD 57501

Rolayne Wiest
SD PUC
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