

TC 98-134
041

DOCKET NO.

TC 98-134

In the Matter of _____

IN THE MATTER OF THE FILING BY
DAKOTA TELECOMMUNICATIONS
GROUP FOR APPROVAL OF
RECIPROCAL COMPENSATION
AGREEMENT BETWEEN DAKOTA
TELECOMMUNICATIONS GROUP AND
COMMNET CELLULAR, INC.

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

7/17/98 Filed and Docketed;
7/23/98 Public Filing;
8/3/98 Staff Analysis and Recommendation;
8/21/98 Public Hearing Reciprocal Compensation Agreement;
9/21/98 Docket Closed.

TC98-134



RECEIVED

JUL 17 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

July 15, 1998

Tradition

Technology

Talent

Teamwork

William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

Re: Negotiated Agreement between Dakota Telecommunications Group,
Inc. and CommNet Cellular, Inc.

Dear Mr. Bullard:

Enclosed for filing are an original and ten copies of the Reciprocal
Compensation Agreement dated July 10, 1998 between Dakota
Telecommunications Group, Inc. and CommNet Cellular, Inc. This filing
is made on behalf of Dakota Telecommunications Group, Inc. and
CommNet Cellular, Inc. pursuant to 47 U.S.C. §§ 252(a)(1) and 252(e).

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen Armstrong Marmet".

Kathleen Armstrong Marmet
Attorney
Dakota Telecommunications Group, Inc.

Cc: Valerie L. Kendrick

Enclosure: Original and 10 copies

HEADQUARTERS

703 Main Ave.
29705 453rd Avenue
Sioux Falls, South Dakota
57037-0066

605.263.3301
800.239.7301
Fax 605.263.3995

www.dtg.com



7-15-98

- Tradition
- Technology
- Talent
- Teamwork

Delaine -
 Per our phone
 conversation, I retained
 the original agreement for
 our files and sent you
 eleven copies.

HEADQUARTERS
 P.O. Box 66
 29703 45 3rd Avenue
 Irvine, South Dakota
 57037-0066
 605.263.3301
 800.239.7501
 Fax: 605.263.3995

SIOUX FALLS
 140 North Phillips
 Suite #404
 Sioux Falls, South Dakota
 57104-6711

605.335.8825
 888.289.4384
 Fax: 605.335.1942

www.dtg.com

If you have any
 questions please give
 me a call.

*Kristie
 Lyngstad*



P.O. Box 66
 29703 45 3rd Ave
 Irvine, South Dakota
 57037-0066

- Phone
- Fax
- Internet
- Mobile

KRISTIE LYNGSTAD
 Administrative Assistant

605.263.3301
 800.239.7501
 605.263.3844 fax

kristie.lyngstad@dtg.com

Direct line 605-263-3306

COMMUNICATIONS

TRANSFORMING COMMUNICATIONS

JUL 17 1998

RECIPROCAL COMPENSATION AGREEMENT SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Compensation Agreement ("Agreement") is effective on July 10, 1998. ("Effective Date") between Dakota Telecommunications Group ("DTG") of Irene, South DTG and CommNet Cellular, Inc. ("CommNet") of Englewood, Colorado. DTG and CommNet are each a "Party" and together "Parties" to this Agreement.

CommNet is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. The Parties agree to transport and terminate wireline to wireless and wireless to wireline telecommunications traffic on their respective telecommunications networks. The services provided by each Party are provided pursuant to CommNet's status as a CMRS Provider. This Agreement is intended to comply with the relevant provisions of the federal Telecommunications Act of 1996 ("Act") and replaces any previous arrangements between the Parties.

Therefore, in consideration of the mutual provisions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Scope.

a. The Agreement is limited to the reciprocal compensation obligations stated in §251(b)(5) of the Act (47 U.S.C. § 251(b)(5)) for local telecommunications traffic as defined in 47 C.F.R. § 57.701(b)(2) ("Local Traffic"), Call Transport as defined in 47 C.F.R. § 51.701(c), and Transit Traffic. Neither Party waives any other rights it may have under the Act or any relevant rule, regulation, or final decisions adopted by the FCC or the South DTG Public Utilities Commission ("SDPUC"), or any final decision by a federal or state court. Other rights shall include the request for unbundled network elements and the rural exemptions, suspensions and modifications under 47 U.S.C. § 251(f).

b. The provisions of this Agreement are subject to any and all applicable laws, rules, and regulations prescribed by federal, state, and local government authority, and any applicable final judicial decisions of the FCC, the SDPUC, or federal and state courts. The Parties agree to modify, in writing, the affected provisions of this Agreement to bring this Agreement into compliance with applicable law, regulation or final regulatory or judicial decision.

c. The prices in Exhibit A may be adjusted to comply with any federal or state law, or any rule or regulation requiring the use of a specific cost methodology.

d. This Agreement does not prejudice either Party with regard to any position that Party may take in any similar agreement. Nor does this Agreement affect any position either Party may take in any legislative, regulatory, or public forum related to prices, terms, and conditions of the transport and termination of telecommunications traffic.

2. Definitions.

a. "Reciprocal compensation credit" is a monetary credit on the DTG bill to CommNet based on an agreed to administrative factor representing the percentage of total two-way wireless to wireline terminating traffic which the Parties agree represents the minutes of use ("MOU") of wireline to wireless terminating traffic (except for calling party pays) for which CommNet is entitled to compensation.

b. "Point of connection ("POC")" is a physical location where CommNet's facilities are interconnected with the facilities of DTG.

c. "Transit Traffic" is any traffic, except switched access traffic, which neither originates nor terminates on DTG's network.

d. "Wireless" is traffic provided by a CMRS Provider, such as CommNet, in accordance with its CMRS license.

e. "Wireline" is traffic provided by DTG or other non-CMRS telecommunications carriers.

3. Reciprocal Traffic Exchange.

a. Reciprocal traffic exchange addresses the Type 2 wireless interconnection for a CMRS Provider only in association with CMRS services between CommNet's subscribers and DTG's end users. This Agreement is limited to Local Traffic and Transit Traffic, which is wireline to wireless or wireless to wireline, between the customers of the Parties. Other telecommunications traffic, to include traffic to or from enhanced service providers, is not a part of this Agreement. Other interconnections shall be covered by separate contracts, tariff or price lists. Wireless interconnection hereunder is intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such wireless interconnection will not be used to terminate other types of traffic on DTG's network, such as wireline originated traffic. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

b. Depending upon CommNet's needs and the technical capability and location of DTG facilities, various wireless interconnections and service arrangements are possible. Wireless interconnection service arrangements may require connection to DTG's local, toll, or access tandem switches, which serve the geographic area where CommNet's POC is located. CommNet may utilize either inband or out of band signaling, where technically feasible for both Parties. Wireless Type2A interconnection is defined as the local interconnection of CommNet's POC to a DTG local tandem switch that exchanges traffic between CommNet and NXXs served by the end offices subtending the local tandem. This interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B high use interconnection arrangement. Type 2B high use interconnection is a direct, two-way trunk group interconnection between CommNet's POC and a DTG end office with overflow traffic routed over an associated Type 2A trunk group to the DTG designated local tandem. Type 2B high use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. CommNet's and DTG's Local Traffic can be exchanged over this

interconnection. It can also provide routing of CommNet-originated traffic to Feature Group A or Type 1 numbers residing within the DTG end office switch. CommNet will not route ancillary traffic or traffic terminating to interexchange carriers via Feature Group B, C, or D through the Type 2B high use interconnection.

4. Types of Exchanged Traffic.

a. Local Traffic will be terminated as Type 2 Service. CommNet agrees that it will terminate or arrange to terminate its wireless originated Local Traffic to be terminated to a DTG end user customer only on facilities owned and operated by DTG for purposes of terminating that wireless originated Local Traffic. CommNet shall not terminate its wireless originated Local Traffic on U S WEST Communications, Inc., South Dakota Network ("SDN"), or other local exchange carrier facilities, by which CommNet avoids the payment of reciprocal compensation under this Agreement.

b. As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways: (i) While the Parties anticipate the use of two way trunks for the delivery of Local Traffic, either Party may elect to provision its own one-way trunks for delivery of Local Traffic to be terminated on the other Party's network.

(ii). The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's Local Traffic to the terminating Party's end office or tandem switch for call termination. Type 2A or Type 2B transport is purchased as dedicated transport.

(iii). Based on forecasted traffic at CommNet's busy hour in CCS, where there is a DSI's worth of traffic (512 CCS) between the CommNet switch and a DTG end office, the Parties agree to provision a Type 2B dedicated (i.e., direct) two-way trunk group from the CommNet switch directly to the DTG end office.

c. DTG will accept traffic originated by CommNet and will terminate it at a point of interconnection with another carrier. DTG will provide this transit service through local and access tandem switches. DTG may provide other network providers with wireless interconnection usage reports on traffic which originated from CommNet when requested. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

d. CommNet agrees that it will not use the services provided under this agreement to transport non-Local Traffic. The compensation for the transportation and termination of non-Local Traffic will be based on DTG's interstate or intrastate switched access charges, as applicable.

5. Construction Charges.

This Agreement contemplates the provision of services, equipment and facilities to the extent available. Where DTG is required to build facilities, construction charges will apply. All necessary construction will be undertaken at the discretion of DTG, consistent with budgetary responsibilities and consideration for the impact on the general body of customers. A quote for the CommNet portion of a specific job will be provided in writing and will be binding for ninety (90) days. Construction will commence on acceptance of the quoted price and the receipt of payment by DTG. If CommNet chooses not to have DTG construct facilities, DTG reserves the right to bill CommNet for the expense incurred to produce the engineered job design.

6. Compensation for Traffic.

a. Compensation for Local Traffic under this Agreement will be reciprocal and symmetrical using the prices stated at Exhibit A to this Agreement. DTG is responsible for measuring the total monthly minutes of use ("MOU") for wireless to wireline Local Traffic terminated by CommNet to DTG's network. Measured usage begins when CommNet's MSC is signaled by DTG's terminating end office that the call has been answered. Measured usage ends when CommNet's Mobile Switching Center ("MSC") recognizes the disconnection of DTG's customer or the disconnection signal from the terminating end office, whichever is earlier. DTG will charge CommNet only for the actual minutes of use and fractions thereof of completed calls. Minutes of use will be aggregated at the end of a billing period and rounded to the nearest full minute.

b. Compensation of CommNet for the monthly MOU of wireline to wireless Local Traffic terminated by DTG to CommNet's network will be calculated by the Reciprocal Compensation Credit using the formula depicted in Exhibit A-1 to this Agreement. The Parties agree to the 17% administrative factor to be used in this calculation. For purposes of termination of Local Traffic, the MSC shall be treated as an end office switch.

c. Compensation for Call Transport will be on a MOU basis at the price stated in Exhibit A to this Agreement consistent with the following:

d. Compensation for Transit Traffic will be on a MOU basis at the prices stated in Exhibit A to this Agreement. DTG will accept wireless traffic which originates on CommNet's network and will terminate it at a point of interconnection with another CommNet's network; provided that, DTG has an existing point of interconnection with that third party.

e. For purposes of this Agreement, CommNet will compensate DTG for the direct and indirect cost of the billing and collection services necessary for DTG to provide an accurate bill to CommNet.

f. Where required, the mileage measurement for Type 2 Service facilities and trunks is measured from the V&H coordinates of the DTG tandem to the V&H coordinates of the end office where the call terminates.

7. Billing Parameters.

a. Interconnection Access Traffic. The completion of non-Local Traffic, to include that traffic defined in §1043 of the FCC First Report and Order (FCC 96-325), will be billed using the applicable intrastate or interstate switched access tariff. The relevant rates include an interconnection charge, local switching, a Carrier Common Line element and tandem switched transport.

b. Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps. One-time charges and monthly rates apply.

c. Channel Facility (for digital service) - for DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 multiplexing level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mbps. One-time and monthly rates apply.

d. Call Termination. End office switching occurs at the end office serving the called wireline number. It is assessed per MOU to all Type 2A and Type 2B traffic.

e. Multiplexing. Multiplexing performed at the tandem or end office switch location enables a DS1 to be connected to a DSO Dedicated Transport system. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch. Monthly charges apply.

f. Transiting Traffic. For traffic originating from Commnet and terminating to another network provider's switch on a local and access basis (i.e. non-Transiting Traffic), CommNet will reimburse Dakota for Call Transport based on the rates listed in Appendix A. Compensation for terminations by CommNet on the other carriers' networks are not covered by this Agreement. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company to facilitate the billing process to the originating network.

g. Dedicated Transport. Dedicated transport extends the channels/channel facility to the tandem or end office. The interoffice facilities can be two or four-wire analog or DS1 or DS3 digital systems. Dedicated Transport has one-time charges and recurring charges on a fixed basis, and recurring charges on a per mile basis.

h. Call Transport - Tandem Switching and Transport. This is the interoffice facility between the tandem and the end office serving the dialed number. Tandem Switching is assessed per MOU, and Tandem Switching Local Transport is assessed on a per MOU/per mile basis.

8. Term of the Agreement.

a. The term of this Agreement, unless otherwise terminated for default, will be for one (1) year from the Effective Date. The Agreement will continue in effect for consecutive one (1) year terms until either Party gives the other Party at least sixty (60) days written notice of termination, which termination will be effective at the end of the termination notice period.

b. Either Party may terminate this Agreement in the event of default by the other Party; provided the defaulting Party is notified in writing of the alleged default and is allowed thirty (30) days after receipt of the notice to remedy or cure the alleged default. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

c. Termination of this Agreement for any reason shall not release either Party from any liability, which at the time of the termination had already accrued to the other Party, or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination of this Agreement.

9. General Responsibilities.

Each Party is responsible to provide facilities within its network which are necessary for routing and terminating Local Traffic for the other Party's network.

10. Force Majeure.

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike the Parties agree to provide service equivalent to the level they provide themselves.

11. Limitation of Liability.

a. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

b. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

c. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.

d. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

12. Trademarks.

The Parties acknowledges the value of the marks "Dakota Telecommunications Group," "DTG," and "CommNet" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to DTG and CommNet, respectively, (the "Owners"). The Parties recognize that nothing contained in this Agreement is intended as an assignment or grant to either of the Parties of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. The Parties will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. The Parties will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

13. Warranties.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Assignment.

Neither Party may assign or transfer this Agreement, whether by operation of law or otherwise, or any rights or obligations hereunder, to a third party without the prior written consent of the other Party; provided that, each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15. Severability.

The Parties recognize that the FCC promulgates rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation,

the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

16. Dispute Resolution.

a. If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration shall occur in Sioux Falls, South Dakota. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the SDPUC or the FCC, as provided by state or federal law.

b. No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

17. Controlling Law.

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of South Dakota where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law.

18. Notices.

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Dakota Telecommunications Group, Inc.
Attn: Legal Department
PO Box 66
Irene, South Dakota 57037
Phone: (605) 263-3117; Fax: (605) 263 3844

CommNet Cellular, Inc.
ATTN: Valerie L. Kendrick
8350 East Crescent Parkway, Suite 400
Englewood, Colorado 80111
Phone: (303) 694-8935; Fax: (303) 694-5695

Each Party shall inform the other of any changes in the above addresses.

19. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

20. Amendment.

The Parties may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

21. Executed in Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

22. Regulatory Approval.

The Parties understand and agree that this Agreement will be filed with the SDPUC and may thereafter be filed with the FCC and shall, at all times, be subject to review by the SDPUC or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

23. Compliance.

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

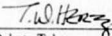
24. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA").

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25. Entire Agreement.

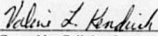
This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives,



Dakota Telecommunications Group
Thomas W. Hertz
Chairman and CEO

Date: June 12, 1998



CommNet Cellular, Inc.
Valerie L. Kendrick
Asst. Vice-President,
Carrier Relations

Date: July 10, 1998

**Exhibit A
RECIPROCAL COMPENSATION**

DESCRIPTION	NON RECUR	RECUR
2A Usage		
LOCAL END OFFICE SWITCHING		
Charge per MOU mobile to land calls	N/A	\$.03
CALL TRANSPORT		
Tandem Switching		\$.001676
Tandem Switching Local Transport		
-Fixed		
0 miles	N/A	No Charge
Over 0 - 8 miles	N/A	\$.000410
Over 8 - 25 miles	N/A	\$.000404
Over 25 - 50 miles	N/A	\$.000406
Over 50 miles	N/A	\$.000408
-Per Mile		
0 miles	N/A	No Charge
Over 0 - 8 miles	N/A	\$.000012
Over 8 - 25 miles	N/A	\$.000014
Over 25 - 50 miles	N/A	\$.000014
Over 50 miles	N/A	\$.000010
2B Usage		
END OFFICE SWITCHING		
Charge per MOU mobile to land calls	N/A	\$.03
Transit Traffic		
-Local	N/A	\$.003209
Directory Assistance Charge - per call	N/A	\$.75

**Exhibit A
RECIPROCAL COMPENSATION**

DESCRIPTION	NON RECUR	RECUR
SS7 Out of Band Signaling		
TRUNK REARRANGEMENT		
Analog 2-wire/4-wire, each trunk		
-1-way MF to 1-way SS7	\$27.61	N/A
-2-way MF to 2-way SS7	\$27.61	N/A
-1-way MF to 2-way SS7	\$31.53	N/A
-2-way MF to 1-way SS7	\$31.53	N/A
Digital, each trunk		
-1-way MF to 1-way SS7	\$23.61	N/A
-2-way MF to 2-way SS7	\$23.61	N/A
-1-way MF to 2-way SS7	\$27.54	N/A
-2-way MF to 1-way SS7	\$27.54	N/A
Channel Facility-DS1 Level	\$480.83	\$ 96.87
Channel Facility-DS3 Level*	\$527.64	\$388.63
DEDICATED TRANSPORT		
Analog/DSO		
Over 0 to 8 Miles		
-fixed	N/A	\$ 19.66
-per mile	N/A	\$ 0.10
Over 8 to 25 Miles		
-fixed	N/A	\$ 19.64
-per mile	N/A	\$ 0.14
Over 25 to 50 Miles		
-fixed	N/A	\$ 19.64
-per mile	N/A	\$ 0.13
Over 50 Miles		
-fixed	N/A	\$ 19.66
-per mile	N/A	\$ 0.08

* This rate is used for shared use only

Exhibit A
RECIPROCAL COMPENSATION

DESCRIPTION	NON RECUR	RECUR
DS1 Level		
Over 0 to 8 Miles		
-fixed CCALB	N/A	\$ 39.86
-per mile CCALB	N/A	\$ 1.13
Over 8 to 25 Miles		
-fixed CCAL C	N/A	\$ 39.87
-per mile CCALC	N/A	\$ 2.15
Over 25 to 50 Miles		
-fixed CCALD	N/A	\$ 39.87
-per mile CCALD	N/A	\$ 2.09
Over 50 Miles		
-fixed CCA1E	N/A	\$ 39.86
-per mile CCA1E	N/A	\$ 1.44
DS3 Level		
Over 0 to 8 Miles		
-fixed	N/A	\$270.95
-per mile	N/A	\$ 12.50
Over 8 to 25 Miles		
-fixed	N/A	\$271.31
-per mile	N/A	\$ 12.95
Over 25 to 50 Miles		
-fixed	N/A	\$271.52
-per mile	N/A	\$ 11.80
Over 50 Miles		
-fixed	N/A	\$279.80
-per mile	N/A	\$ 28.76
MULTIPLEXING		
per DS1 to DSO Multiplexer	N/A	\$207.83
per DS3 to DS1 Multiplexer	N/A	\$219.52
CCS Link - 1st Link	\$475.57	N/A
CCS Link - Each Additional Link	\$68.10	N/A
STP Port - Per Port	N/A	\$214.66

Exhibit A-1
RECIPROCAL COMPENSATION
EXAMPLE OF RECIPROCAL COMPENSATION CREDIT CALCULATION

Termination Component	
-CommNet Minutes terminated to DTG subscribers:	10,000,000
Divide CommNet terminating minutes by .83 factor to get Total Minutes	12,048,192
Multiply Total Minutes by .17 to arrive at DTG minutes to CommNet	2,048,192
Multiply DTG minutes by Type 2A rate (\$0.03) =	
Termination Component Credit	\$61,446
Facility Component (using a DS3 for this example)	
-Equipment costs (Channel facility, multiplexing, etc.)	\$10,000
-Dedicated transport cost (fixed and per mile)	<u>\$ 1,250</u>
Total Facility cost	\$11,250
Multiply Total Facility cost by .17 = Facility Component Credit	\$ 1,913
Reciprocal Compensation Credit	
- Termination Component Credit	\$ 61,446
- Facility Component Credit	<u>\$ 1,913</u>
Total Reciprocal Compensation Credit	\$ 59,533

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of July 17, 1998 through July 23, 1998

- TC98-134** Dakota Telecommunications Group, Inc. filed, on behalf of Dakota Telecommunications Group, Inc and CommNet Cellular, Inc. for Commission approval the negotiated Reciprocal Compensation Agreement between Dakota Telecommunications Group, Inc. and CommNet Cellular, Inc. dated July 10, 1998. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than August 12, 1998. Parties to the agreement may file written responses to the comments no later than August 31, 1998.
Staff Attorney: Camron Hoseck
Date Filed: July 17, 1998
Intervention Deadline: Responses Due August 12, 1998
- TC97-165** First Amendment To Agreement For Service Resale Between Midco Communications and U S WEST Communications, Inc. This amendment adds or replaces language in the original agreement. Any party wishing to comment on the parties' amendment may do so by filing written comments with the Commission and the parties to the agreement no later than August 12, 1998. Parties to the amendment may file written responses to the comments no later than August 31, 1998.
Staff Attorney: Camron Hoseck
Date Filed: July 17, 1998
Intervention Deadline: Responses Due August 12, 1998
- TC98-135** Application by Logix Communications Corporation f/k/a Dobson Wireless, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. Logix proposes to provide "Long Distance Service, 800/888 (Inbound) Long Distance Service, Travel Calling Card Service, Prepaid Calling Card, and Operator Services."
Staff Analyst: David Jacobson Staff Attorney: Karen Cremer
Intervention Deadline: August 7, 1998
- TC98-136** Application by Econophone, Inc. to transfer its Certificate of Authority issued in Docket TC96-095 on July 18, 1996, to its wholly-owned subsidiary, Econophone Services, Inc.
Staff Analyst: David Jacobson Staff Attorney: Karen Cremer
Intervention Deadline: August 7, 1998

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705. Fax: 605-773-3809.

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South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

August 3, 1998

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

**Transportation/
Warehouse Division**
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-3782

**TTY Through
Relay South Dakota**
1-800-877-1113

Internet
bill@pu.state.sd.us

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Gregory A. Reisk
Farmen Stangor
Steven M. Wraggon
Rolayne Alth West

Kathleen Armstrong Marmet
Attorney at Law
DTG
P. O. Box 66
Irene, SD 57037-0066

Valerie L. Kendrick
CommNet Cellular, Inc.
8350 East Crescent Parkway, Suite 400
Englewood, CO 80111

Re: Reciprocal Compensation Agreement between
DTG and CommNet Cellular, Inc.
Docket TC98-134

Dear Counsel:

Enclosed each of you will find a copy of Staff Analysis and Recommendation with reference to the above captioned matter. This is intended as service upon you by mail.

Very truly yours,

Camron Hoseck
Staff Attorney

CH:dk
Enc.

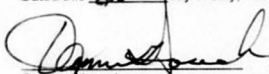
BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE RECIPROCAL)
COMPENSATION AGREEMENT BETWEEN) STAFF ANALYSIS AND
DAKOTA TELECOMMUNICATIONS GROUP) RECOMMENDATION
AND COMMNET CELLULAR, INC.) TC98-134

I have reviewed a reciprocal compensation agreement dated July 10, 1998 between Dakota Telecommunications Group and CommNet Cellular, Inc. and would have the following comments.

1. The agreement is between CommNet Cellular, Inc. and Dakota Telecommunications Group, Inc. This raises a question as to the identity of Dakota Telecommunications Group (DTG). The question more specifically relates to which DTG company is a party to the agreement. It is recommended that the Commission NOT approve the agreement until such time as (a) a specific DTG company is identified as the party to the agreement and it is accordingly amended or (b) explanation is made to the Commission's satisfaction as to why the parent DTG company is the party.
2. The agreement is subject to South Dakota law and denies the existence of warranties as they are typically viewed in tort or UCC applications. This is positive.

Dated this 30th day of July, 1998.



Cameron Hoseck
Staff Attorney

CERTIFICATE OF SERVICE

I hereby certify that copies of Staff Analysis and Recommendation were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 3rd day of August, 1998.

Kathleen Armstrong Marmet
Attorney at Law
DTG
P. O. Box 66
Irene, SD 57037-0066

Valerie L. Kendrick
CommNet Cellular, Inc.
8350 East Crescent Parkway, Suite 400
Englewood, CO 80111

Cameron Hoseck by
Cameron Hoseck
Staff Attorney *Aaron E. Bremer*
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE RECIPROCAL)	ORDER APPROVING
COMPENSATION AGREEMENT BETWEEN)	RECIPROCAL
DAKOTA TELECOMMUNICATIONS GROUP,)	COMPENSATION
INC. AND COMMNET CELLULAR, INC.)	AGREEMENT
)	TC98-134

On July 17, 1998, Dakota Telecommunications Group, Inc. (DTG) filed with the Public Utilities Commission (Commission) for approval of a negotiated reciprocal compensation agreement between DTG and CommNet Cellular, Inc., said agreement being dated July 10, 1998.

On July 23, 1998, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until August 12, 1998, to do so. Parties to the agreement had until August 31, 1998, to file written responses to the comments. No parties filed comments. Staff filed a written analysis and recommendation.

At its regularly scheduled September 10, 1998, meeting, the Commission considered this filing along with the comments of DTG and staff.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. Upon review of the agreement, the Commission found that, as required by 47 U.S.C. 252(e)(2)(A), the agreement does not discriminate against a telecommunications carrier not a party to the agreement nor is the implementation of this agreement inconsistent with the public interest, convenience, and necessity. It is therefore

ORDERED, that pursuant to 47 U.S.C. 252(e), the Commission approves the negotiated agreement.

Dated at Pierre, South Dakota, this 21st day of September, 1998.

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 therein.

By: Nellene Kabis

Date: 9/21/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner