BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.

ATTORNEYS AT LAW

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January 2, 2002

RECEIVED

Debra Elofson, Executive Director Public Utilities Commission of the State of South Dakota 500 East Capitol Avenue Pierre, SD 57501

JAN 0 3 2002

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re:

Filing of the Amendment to Type 2 Wireless Interconnection Agreement between Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless for the State of South Dakota Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Amendment to Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest") and Cellco Partnership d/b/a Verizon Wireless ("VZW") for the State of South Dakota for approval by the Commission. The Agreement is a negotiated agreement between VZW and Qwest which was approved by the Commission effective March 26, 1997 (docket number not available).

This Amendment is made to implement the requirements of the <u>Order on Remand and Report and Order</u> in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider bound traffic.

VZW has authorized Qwest to submit this Agreement on VZW's behalf.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL

& CREINFIELD, L.L.P.

Thomas J. Welk

TJW/vjj Enclosures

cc: Ms

Ms. Mary Bacigalupi – VZW (enclosure letter only)

Ms. Colleen Sevold

Mr. John Love (enclosure letter only)

TCO2-001 RECEIVED

JAN 0 3 2002

Amendment SOUTH DAKOTA PUBLIC to Type 2 Wireless Interconnection Agreement betweebTILITIES COMMISSION Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless for the State of South Dakota

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement effective March 21, 1997 between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Cellco Partnership, d/b/a Verizon Wireless ("VZW"), as successor-in-interest to CommNet Cellular, with respect to and on behalf of the FCC CMRS licensee(s) and market(s) listed in Attachment A (collectively, "Cellco"). VZW and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, VZW and Qwest entered into the aforementioned Interconnection Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, the FCC issued an <u>Order on Remand and Report and Order</u> in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider ("ISP")-bound traffic (the "Order"); and

WHEREAS, the Parties wish to amend the Agreement to implement the requirements of aforementioned Order under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Definitions

For purposes of the Agreement and this Amendment, the following definitions shall apply:

- 1.1 "Bill and Keep" is an arrangement where neither Qwest nor VZW charges the other for terminating traffic that originates on the other Party's network. Instead, each carrier recovers from its own end users the cost of both originating traffic that it delivers to the other carrier's network and terminating traffic that it receives from the other carrier's network. Bill and Keep does not include intercarrier charges for the transport of Transit Traffic between the Qwest and VZW networks.
- 1.2 "ISP-bound traffic" means the offering of information access pursuant to 47 U.S.C. § 251(g) and the Order with respect to information services as defined in 47 U.S.C. § 153(20), and includes telecommunications traffic delivered to an ISP.

2. ISP-bound Traffic

- 2.1 Qwest elects to exchange ISP-bound traffic in accordance with the terms, conditions and rates established by the FCC pursuant to the Order effective June 14, 2001.
- 2.2 To the extent a Party exchanges ISP-bound traffic with the other Party, the compensation for Interconnection configurations between Qwest and VZW for the exchange of ISP-bound traffic pursuant to the Agreement is as follows:
 - 2.2.1 Identification of ISP-bound traffic -- Traffic delivered by Qwest to VZW under this Agreement that exceeds a 3:1 ratio of terminating (Qwest to VZW) to originating (VZW to Qwest) will be presumed to be ISP-bound traffic. Either Party may rebut this presumption by demonstrating to the state Commission that traffic above or below the 3:1 ratio is in fact Local Traffic delivered to non-ISP customers. Traffic exchanged that is determined by the state Commission not to be ISP-bound traffic will otherwise be considered to be Local Traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5).
 - 2.2.2 Growth Ceilings for ISP-bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by VZW will be subject to growth ceilings in accordance with the Order. ISP-bound traffic minutes of use ("MOU") exceeding the growth ceiling will be subject to Bill and Keep in accordance with the Order.
 - 2.2.2.1 For the year 2001, VZW may receive compensation, pursuant to the Agreement, for ISP-bound traffic minutes up to a ceiling equal to, on annualized basis, the number of ISP-bound traffic minutes for which VZW was entitled to compensation under the Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.
 - 2.2.2.2 For 2002, VZW may receive compensation, pursuant to the Agreement, for ISP-bound traffic minutes up to a ceiling equal to the minutes for which it was entitled to compensation under the Agreement in 2001, plus another ten percent (10%) growth factor.
 - 2.2.2.3 In 2003, VZW may receive compensation, pursuant to a the Agreement, for ISP-bound traffic minutes up to a ceiling equal to the 2002 ceiling applicable to the Agreement.
 - 2.2.3 Rates -- Intercarrier compensation for the transport and termination of ISP-bound traffic exchanged between Qwest and VZW will be billed in accordance with the Agreement at the following rate:
 - 2.2.3.1 \$_0.0015_ per MOU for six (6) months from June 14, 2001 through December 13, 2001.
 - 2.2.3.2 \$\(\) 0.0010 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

2.2.3.3 \$ 0.0007 per MOU from June 14, 2003 until June 13, 2004 or until further FCC action on intercarrier compensation, whichever is later.

2.2.4 Compensation for ISP-bound traffic in Interconnection configurations between Qwest and VZW not exchanging traffic pursuant to the Agreement prior to adoption of the Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on intercarrier compensation. This includes VZW's entry into a new market and VZW's expansion into a market it previously had not served.

3. Reciprocal Compensation For EAS/Local Traffic

Notwithstanding any provision of the Agreement to the contrary, the Parties agree to exchange all EAS/Local Traffic otherwise subject to reciprocal compensation under 47 U.S.C. § 251(b)(5) and the FCC's regulations at the rates set forth in Section 2.2.3 above, pursuant to the Order. The rate shall apply to all EAS/Local Traffic in lieu of End Office call termination, Tandem Switching and Tandem Switched Transport rate elements otherwise set forth in the Agreement. In the event the state Commission has issued a statewide order requiring Qwest to exchange ISP-bound traffic prior to June 14, 2001, at rates below the rates set forth in Section 2.2.3 above, or otherwise required Bill and Keep, then the rates set forth in Section 2.2.3 shall be superceded in favor of the lower rates or Bill and Keep as required by the Commission. In the event the state Commission orders, or has ordered, statewide reciprocal compensation rates for voice traffic applicable to Qwest that are lower than the rates set forth in Section 2.2.3 above, or otherwise requires statewide Bill and Keep, then the rates set forth in Section 2.2.3 shall be superceded in favor of the lower Commission-ordered rates or Bill and Keep. It is the intent of the Parties that the applicable rate for the exchange of EAS/Local Traffic under the Agreement shall be consistent with the requirements of the Order.

4. Effective Date

In accordance with the Agreement, this Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of June 14, 2001.

5. Further Amendments

All capitalized terms in this Amendment shall be as defined in the Agreement. Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by a written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire agreement and understanding between the Parties concerning the subject matter hereof, and supercedes all previous agreements and amendments entered into between the Parties with respect to the subject matter of this Amendment.

6. Notice and Contact Person

6.1 Notices under this Agreement shall be in writing and addressed as follows:

Cellco Partnership d/b/a Verizon Wireless Mary Bacigalupi 2775 Mitchell Dr., MS 7-1 Walnut Creek, CA 94598 Qwest Corporation
Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

With a copy to: Qwest Corporation Attention: General Counsel, Interconnection 1801 California Street, 51st Floor Denver, CO 80202

Either party may change its contact and/or addresses, but only by providing written notice as required above.

6.2 The Parties may identify other persons to serve as points of contact for particular subject areas to facilitate and advance the intent of this Agreement, but notices relating to or required by the Agreement itself must also be given as provided in Section 6.1 above.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

| Cellco Partnership d/b/a Verizon Wireless | Qwest Corporation |
|---|----------------------------------|
| signature | Signature Signature |
| Edward A. Salas | L. T. Christensen |
| Name Printed/Typed | Name Printed/Typed |
| Staff Vice President – Network Planning Title | Director – Business Policy Title |
| Date | Date 11/7/61 |
| CommNet Cellular License Holding LLC d/b/a Verizon Wireless By Cellular Inc. Financial Corporation, lts Sole Member | |
| Signature Signature | |
| · | |
| Signature Daniel S. Mead Name Printed/Typed | |

South Dakota Limited Partnership
d/b/a Verizon Wireless
By Eastern South Dakota Cellular, Inc.,
Its General Partner

Signature

Daniel S. Mead
Name Printed/Typed

President – Midwest Area
Title

Date

Eastern South Dakota Cellular of

Missouri Valley Cellular Inc. successor in interest to South Dakota 7 - Sully Limited Partnership d/b/a Verizon Wireless By Missouri Valley Cellular, Inc., Its General Partner By CommNet Cellular Inc., Its Managing Agent Signature Daniel S. Mead Name Printed/Typed President - Midwest Area Title Date And CommNet Cellular, Inc., Its General Partner Signature Daniel S. Mead Name Printed/Typed President - Midwest Area

Date

South Dakota 8 – Kingsbury Limited Partnership d/b/a Verizon Wireless By Sanborn Cellular of South Dakota Limited Partnership, Its General Partner By Sanborn Cellular, Inc., Its General Partner By CommNet Cellular Inc., Its Managing Agent

Signature

Daniel S. Mead Name Printed/Typed

President - Midwest Area

Title

0 30 0 l

And CommNet Cellular, Inc., Its General Partner

Signature

Daniel S. Mead Name Printed/Typed

President - Midwest Area

Title

ATTACHMENT A

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

| LICENSEE SERVICE | MARKET NAME | ST | CALL SIGN | N |
|---|--------------------------|----|-----------|----|
| CommNet Cellular License Holding LLC | RAPID CITY | SD | KNKA648 | CL |
| CommNet Cellular License Holding LLC | SIOUX FALLS | SD | KNKA635 | CL |
| CommNet Cellular License Holding LLC | SOUTH DAKOTA 1-HARDING | SD | KNKN394 | CL |
| CommNet Cellular License Holding LLC | SOUTH DAKOTA 2-CORSON | SD | KNKN588 | CL |
| CommNet Cellular License Holding LLC | SOUTH DAKOTA 3-MCPHERSON | SD | KNKN303 | CL |
| CommNet Cellular License Holding LLC | SOUTH DAKOTA 5-CUSTER | SD | KNKN491 | CL |
| CommNet Cellular License Holding LLC | SOUTH DAKOTA 5-CUSTER | SD | KNKN490 | CL |
| CommNet Cellular License Holding LLC | SOUTH DAKOTA 6-HAAKON | SD | KNKN529 | CL |
| CommNet Cellular License Holding LLC | SOUTH DAKOTA 6-HAAKON | SD | KNKN528 | CL |
| Eastern South Dakota Cellular of South Dakota Limited Partnership | SOUTH DAKOTA 9-HANSON | SD | KNKN358 | CL |
| South Dakota 7-Sully Limited Partnership | SOUTH DAKOTA 7-SULLY | SD | KNKN304 | CL |
| South Dakota 8-Kingsbury Limited Partnership | SOUTH DAKOTA 8-KINGSBURY | SD | KNKN357 | CL |

South Dakota Public Utilities Commission WEEKLY FILINGS

For the Period of January 3, 2002 through January 9, 2002

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

CONSUMER COMPLAINTS

CT02-001

In the Matter of the Complaint filed by Rich Widman, Brookings, South Dakota, against Sprint Communications Company L.P. Regarding Continuous Disconnects and Poor Service.

Complainant states that his business 800# has been disconnected by Sprint every month since October 2001. Complainant has his account set up for automatic payment each month by Sprint accessing his credit card. Each month Sprint informs him that the problem will be fixed. Complainant was told he would be given a \$25.00 credit which he has never received. Complainant requests that Sprint pay him \$5,000.00 for his time, lost business income, lost clients, stress and for being told three times that he would not lose service again. Complainant would also like the Public Utilities Commission to fine Sprint in the amount the Commission deems necessary to ensure that Sprint does not treat any other customer in a way that he has been treated.

Staff Analyst: Mary Healy Staff Attorney: Karen Cremer Date Docketed: 01/04/02 Intervention Deadline: N/A

CT02-002

In the Matter of the Complaint filed by Mark and Joi Hasz, Menno, South Dakota, against MCI WorldCom Regarding False and Misleading Rate Information.

Complainants allege that they did not receive the rates for long distance services that were quoted by the telemarketer. They allege that they would not have switched their phone services if they had been provided correct rate information. The complainants are requesting to have the switching fees for two lines for instate and out of state long distance services, totaling \$20.00 refunded and to have all MCI charges cancelled.

Staff Analyst: Charlene Lund Staff Attorney: Kelly Frazier Date Docketed: 01/04/02 Intervention Deadline: N/A

CT02-003

In the Matter of the Complaint filed by Linda Barker, Sioux Falls, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Increased Rates and Failure to Disconnect.

Complainant states that when she transferred her long distance service from AT&T to MCI, it was her understanding that her entire account would be canceled. Complainant's calling card was not canceled by AT&T and when the card was used by her son, the calls were carried by AT&T and the complainant was charged much higher rates than what she had originally agreed to pay when she accepted the calling card. Complainant was not notified that the card would not be canceled nor was she notified that her rates would increase. Complainant requests that AT&T lower the rate on her bill to .25 per minute as this was the rate she was told she would pay when she agreed to the card. She also feels that consumers should be notified by AT&T prior to raising their rates. Complainant would like the Public Utilities Commission to support legislation in the South Dakota Legislature to notify consumers when long distance companies or calling card companies change long distance

rates on existing plans without notifying consumers.

Staff Analyst: Mary Healy Staff Attorney: Karen Cremer Date Docketed: 01/09/02 Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-001

In the Matter of the Filing for Approval of an Amendment to a Wireless Interconnection Agreement between Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless, as Successor-in-Interest to CommNet Cellular, Inc.

On January 3, 2002, the Commission received for approval a filing of an Amendment to Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and Cellco Partnership d/b/a Verizon Wireless (VZW) for the State of South Dakota. According to the parties the Agreement is a negotiated agreement and the Amendment is made to implement the requirements of the Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider bound traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 23, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/03/02
Initial Comments Due: 01/23/02

TC02-002

In the Matter of the Filing for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and VarTec Telecom, Inc.

On January 7, 2002, the Commission received for approval a Filing of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and VarTec Telecom, Inc. (VarTec) for the State of South Dakota. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which both parties are providing local exchange services at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 28, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/07/02
Initial Comments Due: 01/28/02

TC02-003 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and McLeodUSA Telecommunications Services, Inc. (McLeod). According to the parties, the agreement is a negotiated agreement and is made in order to add to

the agreement the terms, conditions and charges for CLEC-to-CLEC Cross-Connections as set forth in Attachment 1 and Exhibit A attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/09/02
Initial Comments Due: 01/29/02

TC02-004 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Integra Telecom of South Dakota, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Integra Telecom of South Dakota, Inc. (Integra). According to the parties, the agreement is a negotiated agreement and is made in order to add terms, conditions and rates for Enhanced Extended Loop to the agreement, as set forth in Attachment 1 and Exhibits A, B and C attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier Date Docketed: 01/09/02 Initial Comments Due: 01/29/02

TC02-005 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and TW Wireless, L.L.C. (TW Wireless). According to the parties, the agreement is a negotiated agreement and is made in order to add terms and conditions for the Single Point of Presence (SPOP) in the LATA, as set forth in Attachment 1 and Exhibit A attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier Date Docketed: 01/09/02 Initial Comments Due: 01/29/02

TC02-006 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Midcontinent Communications, Inc. (Midcontinent). According to the parties, the agreement is a negotiated agreement and is made in order to add the terms and conditions for Single Point of Presence in the LATA, as set forth in Attachment 1 and Exhibit A attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier

Date Docketed: 01/09/02

Initial Comments Due: 01/29/02

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

| IN THE MATTER OF THE FILING FOR |) | ORDER APPROVING |
|---------------------------------------|---|-----------------|
| APPROVAL OF AN AMENDMENT TO A |) | AMENDMENT TO |
| WIRELESS INTERCONNECTION AGREEMENT |) | AGREEMENT |
| BETWEEN QWEST CORPORATION AND |) | |
| CELLCO PARTNERSHIP D/B/A VERIZON |) | TC02-001 |
| WIRELESS, AS SUCCESSOR-IN-INTEREST TO |) | |
| COMMNET CELLULAR, INC. |) | |

On January 3, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to a wireless interconnection agreement between Cellco Partnership d/b/a Verizon Wireless, as successor-in-interest to CommNet Cellular, Inc. (Verizon) and Qwest. The amendment is made to implement the requirements of the Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for internet service provider bound traffic.

On January 10, 2002, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until January 23, 2002, to do so. No comments were filed.

At its duly noticed February 5, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Verizon. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendment does not discriminate against a telecommunications carrier that is not a party to the amendment and the amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this <u>fth</u> day of February, 2002.

| 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: |
| Date: 2/11/02 |
| (OFFICIAL SEAL) |

IF

BY ORDER OF THE COMMISSION:

PAM NELSON, Commissioner

ՃAΜES A. BURG. Chairman

ROBERT K. SAHR, Commissioner