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RECEIVED

MAY 07 2002

May 2, 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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

Re: Filing of Wireline Adoption Interconnection Agreement and Amendment to Agreement between ICG Telecom Group, Inc. and Qwest Corporation
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 Wireline Adoption Interconnection Agreement between ICG Telecom Group, Inc. ("ICG") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. ICG chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between Sprint Communications Company and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission on November 13, 2001 in Docket No. TC01-151.

In addition, I have also enclosed for filing an original and ten (10) copies of the Bill and Keep Amendment to the Interconnection Agreement between ICG Telecom Group, Inc. ("ICG") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. The Agreement is amended by adding terms, conditions and rates for Bill and Keep as set forth in Attachment 1 and Exhibit A, attached to the Amendment.

ICG has authorized Qwest to submit this Agreement and Amendment on ICG's behalf.

Sincerely yours,

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


Thomas J. Welk

TJW/vjj
Enclosures

cc: LcCharles Kesee - ICG (enclosure letter only)
Ms. Colleen Sevold
Ms. Mary Sullivan (enclosure letter only)



February 26, 2002

ICG Telecom Group, Inc.
180 Grand Ave, Suite 800
Oakland, CA. 94612

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MAY 07 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Dear Ms. Hills:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, ICG Telecom Group, Inc. ("CLEC") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between SPRINT Communications Company and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission as an effective agreement in the State of South Dakota. ICG Telecom Group, Inc. is incorporated in the state of Colorado. We understand you have a copy of the Wireline Interconnection Agreement.

With respect to the aforementioned Agreement, Qwest and CLEC (" the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the SPRINT Communications Company Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that ICG Telecom Group, Inc. be substituted in place of "SPRINT Communications Company" throughout the Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation
Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Agreement shall be provided as follows:

To: ICG Telecom Group Inc.
LcCharles Kesee
161 Inverness Drive West
Englewood, Colorado 80112
Phone: 303-572-5960

CLEC represents and warrants that it is a certified provider of local dialtone service in the State of South Dakota, and that this Agreement will cover services in that state only.

Please sign all three original copies of this letter, and overnight them to Heidi Higer, 1801 California St, Suite 2410 – Denver, CO 80202 (Phone: 303-965-3029) by May 26, 2002. After May 26, 2002 Qwest may rescind its willingness to consider the Agreement's terms and conditions, and will consider that you have withdrawn from good faith negotiations.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,



Qwest Corporation
L.T. Christensen
Director – Business Policy
1801 California Street, Suite 23rd Floor
Denver, Colorado 80202

Date

4/24/02

I agree to all terms and conditions contained in this letter as indicated by my signature below:

ICG TELECOM GROUP, INC.

CLEC Name

Michael D. Kallet

Signature

Michael D. Kallet

Name

EVP of Operations, CTO

Title

3-1-02

Date

CDS-020226-0012 (SD)
2/26/02 - HAH

**Bill and Keep Amendment
to the Interconnection Agreement between
Qwest Corporation and
ICG Telecom Group, Inc.**

RECEIVED

MAY 07 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

for the State of South Dakota

This is an Amendment ("Amendment") for Bill and Keep language to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and ICG Telecom Group, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of South Dakota which was approved by the South Dakota Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein. The following amends the Reciprocal Compensation terms and conditions of the Agreement.

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 as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Bill and Keep as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

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

written instrument executed by an authorized representative of both Parties.

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.

ICG Telecom Group, Inc.



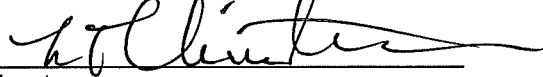
Signature

MICHAEL D. KALLET
Name Printed/Typed

EVP OF OPERATIONS, CTO
Title

4/15/02
Date

Qwest Corporation



Signature

L.T. Christensen
Name Printed/Typed

Director - Business Policy
Title

4/24/02
Date

ATTACHMENT 1**BILL AND KEEP****1 Exchange Service (EAS/Local) Traffic****1.1 End Office Call Termination**

1.1.2 The Parties agree that, because this state is a new market for the CLEC, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party changes the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of Competent Jurisdiction, vacates, replaces, modifies, or superseded the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98-, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.1.3 Reserved for Future Use.

1.1.4 Reserved for Future Use.

1.1.5 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such party's network.

1.2 Tandem Switched Transport

1.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, because this state is a new market for CLEC, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.2.2 Reserved for Future Use.

1.2.3 Reserved for Future Use.

1.2.4 When Qwest receives an unquired call from CLEC to a number that has been ported to another CLEC switch within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

1.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

1.3 Reserved for Future Use.

1.4 Reserved for Future Use.

2 Miscellaneous Charges

2.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

2.2 Expedites for LIS truck orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

2.3 Construction charges are described in Exhibit A of this Agreement.

3 ISP – bound Traffic

3.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Oder on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and Keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.

Kolbo, Delaine

From: Frazier, Kelly
Sent: Friday, May 10, 2002 11:59 AM
To: Kolbo, Delaine
Subject: ICG Filing by Qwest

Delaine,
I spoke with Tom regarding this agreement and they are doing what I thought they were. What Qwest is seeking to do is allow ICG to adopt the agreement between Qwest and Sprint and **concurrently** amend it. The original agreement b/w qwest and sprint has been approved by the commission. The recital does state that the CLEC (ICG) and qwest entered into an agreement that was already approved by the commission, but they are referring to the agreement b/w qwest and sprint which was approved, they are not asserting that there was an agreement b/w qwest and ICG that was approved. I hate being overly bureaucratic about these since they are very rudimentary. I would like to have this docketed and **per my phone conversation with Tom he agreed that I amend the language to state:**

Re: Filing of Wireline Adoption Interconnection Agreement and Concurrent Amendment to that Agreement as it is adopted between ICG Telecom Group, Inc. and Qwest Corporation.

Thanks. KDF

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 9, 2002 through May 15, 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 report. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINT

CT02-016 In the Matter of the Complaint filed by Betty Anderson, Spearfish, South Dakota, against Network Communications International Corp. Regarding Unauthorized Billing for Services.

Complainant states that she is being billed for collect calls that she did not make or accept. Complainant believes that the company is a scam and is billing her for bogus charges. She requests that the charges be removed.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 05/09/02
Intervention Deadline: N/A

CT02-017 In the Matter of the Complaint filed by Quality Inn, Rapid City, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding Failure to Provide Service.

Complainant states that in July 2000, it agreed to switch its business service from Qwest to McLeod. On July 19, 2000, at approximately 3:00 a.m. Complainant found that it had no telephone service because McLeod did not have the same switch date as Qwest. Qwest restored Complainant's service at approximately 12:00 p.m. on July 19th. The Complainant's service was then scheduled to switch to McLeod on August 15, 2000. At approximately 6:00 a.m. Qwest disconnected Complainant's service but the service was not connected with McLeod. Qwest restored Complainant's service at approximately 9:00 p.m. Complainant then met with Larry Selensky, McLeod Representative, to discuss the problem. Larry stated that the Complainant would receive a \$3,000.00 credit for all of its trouble and assured the Complainant that the switch scheduled on December 8, 2000 would go smoothly. On November 30, 2000, Complainant's service was disconnected by Qwest at 10:30 a.m. When McLeod was unable to connect service, Qwest restored the Complainant's service on December 1, 2000, at approximately 3:00 p.m. Complainant's service was never switched to McLeod. Complainant requests that it be reimbursed for vendor bills, employee wages and lost revenue in the amount of \$5,949.01.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 05/15/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-044 In the Matter of the Application of NOW Communications of South Dakota, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications and Local Exchange Services in South Dakota.

NOW Communications of South Dakota, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunications services in South Dakota. NOW intends to offer services to residential customers with poor or no credit history who are often unable to obtain local exchange services from the ILEC. The applicant intends to provide interexchange service on a resale basis and local exchange service via resale and the purchase of local exchange carrier network elements (UNE).

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 05/10/02
Intervention Deadline: 05/31/02

TC02-045 In the Matter of the Filing for Approval of a Wireline Adoption Interconnection Agreement and Concurrent Amendment to the Agreement as it is Adopted between ICG Telecom Group, Inc. and Qwest Corporation.

On May 7, 2002, the Commission received for approval a Filing of Wireline Adoption Interconnection and Concurrent Amendment to that Agreement as it is adopted between ICG Telecom Group, Inc. (ICG) and Qwest Corporation (Qwest). According to the parties, the Agreement is a negotiated agreement whereby ICG chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between Sprint Communications Company and Qwest f/k/a U S WEST Communications, Inc., which was approved by the Commission on November 13, 2001, in Docket No. TC01-151. The filing also includes a Bill and Keep Amendment to the Interconnection Agreement between ICG and Qwest which adds terms, conditions and rates for Bill and Keep as set forth in Attachment 1 and Exhibit A, which is 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 May 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: 05/07/02
Initial Comments Due: 05/28/02

TC02-046 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from One Call Communications, Inc. to OCMC, Inc.

On May 14, 2002, the Commission received an application to transfer the certificate of authority from One Call Communications, Inc. to OCMC, Inc. OCMC, Inc. purchased the assets of One Call Communications, Inc.'s operator services and long distance divisions.

OCMC will lease lines from Qwest, MCIWorldcom and Sprint. They will contract with operators to handle the calls and OCMC will handle the billing.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 05/14/02
Intervention Deadline: 05/31/02

TC02-047 In the Matter of the Filing for Approval of Disaggregation of Federal Universal Service Support by Kennebec Telephone Company.

On May 14, 2002, a proposed Universal Service Support Disaggregation plan was submitted by Kennebec Telephone Company (Kennebec) in accordance with 47 C.F.R. Section 54.315. Kennebec has selected Path 2 as described in Section 54.315(c).

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 05/14/02
Intervention Deadline: 05/31/02

TC02-048 In the Matter of the Filing for Approval of Disaggregation of Federal Universal Service Support by Roberts County Telephone Cooperative Association.

On May 14, 2002, a proposed Universal Service Support Disaggregation plan was submitted by Roberts County Telephone Cooperative Association (Roberts County) in accordance with 47 C.F.R. Section 54.315. Roberts County has selected Path 2 as described in Section 54.315(c).

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 05/14/02
Intervention Deadline: 05/31/02

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

ORIGINAL

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FAX (212) 891-9598

May 28, 2002

RECEIVED

MAY 29 2002

VIA OVERNIGHT DELIVERY

Deborah Elofson, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Avenue
State Capitol Building
Pierre, SD 57501

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Docket No. TC02-045
ICG Telecom Group, Inc. / Qwest Corporation Interconnection Agreement

Dear Ms. Elofson:

ICG Telecom Group, Inc. ("ICG"), by its undersigned counsel and pursuant to discussions with Commission staff, hereby submits this letter stating its limited consent to the Commission's extension of its 90-day timeframe for review of the above-referenced interconnection agreement. In anticipation of obtaining authority to provide facilities-based competitive local exchange services in South Dakota, ICG entered into an interconnection agreement with Qwest Corporation ("Qwest"). On approximately May 2, 2002, ICG filed a request for Commission approval of that interconnection agreement, and that request is currently pending in the above-referenced docket. Under Section 252(e)(4) of the Communications Act of 1934, as amended, the Commission has 90 days in which to act to approve or reject the agreement. ICG, however, has not yet received a Certificate of Authority ("COA") from the Commission to provide facilities-based competitive local exchange services in South Dakota. It is ICG's understanding that, in order for the above-referenced interconnection agreement to be approved, ICG's COA must either precede or be issued concurrently with the Commission's approval of ICG's interconnection agreement. At this time, Commission staff advises ICG that it may not be issued its COA before expiration of the 90-day review period. Out of an abundance of caution, Commission staff advised ICG to consent to the Commission's extension of the 90-day review period to avoid potential rejection of its interconnection agreement for lack of a COA.

While ICG hopes to obtain a COA is sufficient time to allow the Commission's consideration of the above-referenced interconnection agreement within the 90-day review period without extension, ICG acknowledges the timing constraints raised by staff. Thus, ICG consents to the Commission's extension of the 90-day review period, should such an extension

Deborah Elofson, Executive Director

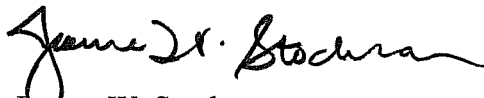
May 28, 2002

Page 2

become necessary, with the understanding that the Commission will promptly and concurrently rule on issuance of ICG's COA and approval of the above-referenced interconnection agreement once ICG has fulfilled the Commission's requirements for COA issuance.

An original and ten (10) copies of this filing are enclosed. Please date-stamp and return the enclosed extra copy provided for such purpose. Should you have any questions regarding this matter, please do not hesitate to contact the undersigned at (202) 424-7500.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeanne W. Stockman". The signature is fluid and cursive, with a large initial "J" and "S".

Jeanne W. Stockman

Counsel to ICG Telecom Group, Inc.

cc: Kelly Frazier (SD-PUC)
Amy Hartzler (ICG)
Susan Doherty (ICG)

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

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF A WIRELINE ADOPTION)	ADOPTION AGREEMENT
INTERCONNECTION AGREEMENT AND)	AND CONCURRENT
CONCURRENT AMENDMENT TO THE)	AMENDMENT TO THE
AGREEMENT AS IT IS ADOPTED BETWEEN)	AGREEMENT
QWEST CORPORATION AND ICG TELECOM)	
GROUP, INC.)	TC02-045

On May 7, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a wireline adoption interconnection agreement and concurrent amendment to the agreement between ICG Telecom Group, Inc. (ICG) and Qwest.

On May 16, 2002, 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 May 28, 2002, to do so. No comments were filed.

At its duly noticed December 19, 2002, meeting, the Commission considered whether to approve the adoption agreement and amendment to the agreement between Qwest and ICG. 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 adoption agreement and amendment to the agreement do not discriminate against a telecommunications carrier that is not a party to the adoption agreement and amendment to the agreement and the adoption agreement and amendment to the agreement are consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the adoption agreement and amendment to the agreement. It is therefore

ORDERED, that the Commission approves the adoption agreement and amendment to the agreement.

Dated at Pierre, South Dakota, this 3rd day of January, 2003.

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>Aldino Kelbo</i></u>
Date: <u>1/6/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, Commissioner