

In the Matter of **IN THE MATTER OF THE FILING FOR APPROVAL OF A RECIPROCAL COMPENSATION AGREEMENT BETWEEN CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS AND BLACK HILLS FIBERCOM, L.L.C.**

**Public Utilities Commission of the State of South Dakota**

DATE	MEMORANDA
10/14 03	Received;
10/15 03	Docketed;
10/16 03	Public Hearing;
12/17 03	Order Approving Agreement;
12/17 03	Docket Closed.



LINDEN R. EVANS, P.E.  
Associate Counsel

Telephone: (605) 721-2305  
Facsimile: (605) 721-2550  
Email: levans@bh-corp.com

October 10, 2003

RECEIVED

OCT 14 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Ms. Pam Bonrud  
Executive Director  
SD Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

Re: Filing of Reciprocal Compensation Agreement between Cellco Partnership dba Verizon Wireless and Black Hills FiberCom, L.L.C.

Dear Pam:

Enclosed for filing please find an original and ten copies of a Reciprocal Compensation Agreement between Cellco Partnership dba Verizon Wireless and Black Hills FiberCom, L.L.C., effective as of September 1, 2003. Thank you very much for your assistance in this matter.

Sincerely,

BLACK HILLS CORPORATION

*Linden R. Evans*  
Linden R. Evans *jmr*

/jmr

Enclosures

cc: David Emery  
Kyle White  
Mary Bacigalupi, Verizon Wireless

RECEIVED

TC03-186

OCT 14 2003

**Reciprocal Compensation Agreement  
for the State of South Dakota**  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Reciprocal Compensation Agreement ("Agreement") is entered into by and between Cellco Partnership d/b/a Verizon Wireless, with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, on behalf of itself and the licensees listed in Exhibit B, (collectively "Verizon Wireless") and Black Hills FiberCom, L.L.C., with offices at 809 Deadwood Avenue, Rapid City, SD 57709-9932. Verizon Wireless and Black Hills FiberCom, L.L.C are each individually a "Party" and are together the "Parties" to this Agreement. The "effective date" of this Agreement is September 1, 2003.

Verizon Wireless is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service provider. Black Hills FiberCom, L.L.C and Verizon Wireless agree to exchange wireline to wireless and wireless to wireline traffic for the benefit of the Parties. Services provided by Black Hills FiberCom, L.L.C to Verizon Wireless under this Agreement are provided pursuant to Verizon Wireless's status as a CMRS Provider.

WHEREAS, the Parties currently extend arrangements to one another allowing for the transport and termination of wireline to wireless and wireless to wireline traffic over each other's network facilities, between each other's subscribers; and

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange of and reciprocal compensation for local telecommunications traffic in accord with the Telecommunications Act of 1996, and which is intended to supersede any previous arrangements between the Parties relating to such traffic;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verizon Wireless and Black Hills FiberCom, L.L.C hereby agree as follows:

1. Scope. This Agreement addresses the Parties' reciprocal compensation obligations as described in §251(b)(5) of the Telecommunications Act of 1996 ("Act"). By this Agreement, neither Party waives any other rights it may have under the Act or rules of the FCC, under state statute, or pursuant to rules of the State Public Utilities Commission ("Commission").
2. Interpretation and Construction. The terms and conditions of the Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by a federal, state or local government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

The Parties further agree and understand that the rates for local transport and termination agreed to, as set forth in Exhibit A hereto, have not been determined based on a specific costing methodology or company-specific cost studies and that they may have to be adjusted when an appropriate costing methodology consistent with §252(d)(2) of the Telecommunications Act is established and

actual cost information or an acceptable cost proxy which reasonably reflects the actual costs of providing the local transport and termination services becomes available.

The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for transport and termination of local traffic or the types of arrangements prescribed by this Agreement.

### 3. Definitions

- 3.1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.
  - 3.2. "CMRS" or "Commercial Mobile Radio Service" is as defined in the Communications Act of 1934 as amended by the Telecommunications Act of 1996.
  - 3.3. "Commission" means the South Dakota Public Utilities Commission.
  - 3.4. "Local Calling Area" (LCA) for purposes of this Agreement is a geographic area defined by the Major Trading Area (MTA) within which Verizon Wireless provides CMRS service and where local transport and termination rates apply as set forth in 47 CFR 51.701(b)(2).
  - 3.5. "Local Traffic" for purposes of this Agreement means traffic that originates and terminates within the same CMRS LCA based on the location of the wireless subscriber and landline end user. .
  - 3.6. "Major Trading Area" (MTA) is a geographic area established in the Rand McNally 1992 Commercial Atlas and Marketing Guide, 123<sup>rd</sup> Edition, at pages 38-39.
  - 3.7. "Non-Local Traffic" is traffic that originates and terminates in different MTAs based on the location of the wireless subscriber and the landline end user, and to which switched access charges apply.
  - 3.8. "Reciprocal Compensation Credit" for purposes of the Agreement and based on current traffic trends is a monetary credit for wireline to wireless traffic that is originated by a landline subscriber of Black Hills and terminates to a subscriber of Verizon Wireless within the LCA.
4. Reciprocal Traffic Exchange. Each Party shall terminate Local Traffic originating on the other Party's network. Either Party's Local Traffic may be routed through an intermediary for interconnection with the other Party's system. The Parties may mutually agree to direct interconnection. For Verizon Wireless, this Agreement covers transport and termination of two-way CMRS only. Other services shall be covered by a separate contract, tariff, or price list.

When available, the Parties agree to use the SS7 technical arrangements for the exchange of traffic. Neither Party shall assess a rate or charge on the other Party for the exchange of SS7 signaling data.

5. Local and Non-Local Traffic. This Agreement is intended to address the transport and termination of Local Traffic between the Parties. Local Traffic is subject to only the local transport and termination charge(s) set forth below and is not subject to switched access charges.

Ancillary traffic, including CMRS traffic that is destined for ancillary services including, but not limited to, directory assistance, 911/E911, operator call termination (busy line interrupt and verify), 800/888, LIDB, and information service requiring special billing will be exchanged and charged in accordance with the appropriate tariffs, local or switched access.

Verizon Wireless agrees that if it uses the services provided by Black Hills FiberCom, L.L.C for the transport and termination of Non-Local Traffic, Verizon Wireless shall be liable for interstate or intrastate switched access charges at the applicable tariff rates. Because Verizon Wireless agrees to compensate Black Hills FiberCom, L.L.C for transport and termination of Non-Local Traffic through payment of interstate or intrastate switched access charges, no additional billing will be issued by either Party for Non-Local Traffic.

6. Local Transport and Termination Rate. Verizon Wireless and Black Hills FiberCom, L.L.C shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their end users. The rate for the termination and transport of such traffic is set forth in Exhibit A attached hereto. Black Hills will be responsible for measuring the total monthly minutes of use terminating into its network from Verizon Wireless's network. Measured usage begins when Verizon Wireless's mobile switching office is signaled by the terminating end office that the call has been answered. Measured usage ends upon recognition by the mobile switching office of disconnection by the earlier of the Black Hills's FiberCom, L.L.C customer or the disconnection signal from the terminating end office. Black Hills FiberCom, L.L.C will only charge Verizon Wireless for actual minutes of use and/or fractions thereof of completed calls. Minutes of use will be aggregated at the end of the billing cycle and rounded to the nearest whole minute.
7. Reciprocal Compensation Credit. The monthly minutes of use terminated into Verizon Wireless's network from Black Hills FiberCom, L.L.C's network for purposes of this Agreement, which will determine the reciprocal compensation credit due Verizon Wireless, will be calculated using the formula set forth in Exhibit A. The resulting number shall be multiplied by the Local Transport and Termination Rate to determine the monthly Reciprocal Compensation Credit.
8. Billing Payment and Collection.
  - 8.1 Black Hills FiberCom, L.L.C shall issue a monthly bill based on actual terminating usage recording of calls originated from Verizon Wireless, or Black Hills will use the terminating record report provided by Qwest if

Qwest's network is used to terminate Local Traffic from Verizon Wireless to Black Hills.

- 8.2 Black Hills FiberCom, L.L.C will include the Reciprocal Compensation Credit on its monthly bill to Verizon Wireless as a credit against amounts due and payable from Verizon Wireless to Black Hills.
  - 8.3 Each Party is responsible for bearing their own billing and collection costs. No billing or collection fees will be assessed by one Party to the other, except as provided for in 8.5.
  - 8.4 Payment is due within forty-five (45) days of receipt of invoice on all undisputed amounts.
  - 8.5 If either Party disputes a billing statement received from the other Party, the invoiced Party shall notify the billing party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. In no event shall either Party bill the other Party for traffic terminated more than one hundred twenty (120) calendar days before the date of invoice. The Parties shall work diligently and in good faith toward resolution of all billing issues.
  - 8.6 The billing Party may charge, and the billed Party shall pay, interest on any undisputed past due amounts at the lesser rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law per month. Late payment charges will be included on monthly bills as assessed.
9. Release. In resolution of the Parties' rights, and in further consideration of this Agreement, each Party releases, acquits and discharges the other Party of and from any claim, debt, demand, liability, action or cause of action arising from or relating to the payment of money for the transport and termination of traffic prior to the Effective Date of this Agreement. No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.
  10. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date and shall continue in effect for consecutive six (6) month terms until either Party gives the other Party at least sixty (60) days written notice of termination, which termination shall be effective at the end of the notice period.
  11. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof.
  12. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of

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.

13. General Responsibilities of Parties. Each Party is responsible to provide facilities within its network, which are necessary for routing and terminating traffic from the other Party's network.
14. Assignments, Successors and Assignees. Notwithstanding anything to the contrary contained herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and assignees. Nothing in this Agreement shall prohibit Verizon Wireless from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Verizon Wireless brand name and license. Traffic originating on such extended networks shall be treated as Verizon Wireless traffic subject to the terms, conditions, and rates of this Agreement. In accordance with Section 17 of this Agreement, Verizon Wireless shall provide Black Hills FiberCom, L.L.C with prompt notice of any such network enlargement, in order to ensure proper billing and exchange of traffic.
15. 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, 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, power blackouts, other major environmental disturbances or unusually severed weather conditions (collectively, a "Force Majeure Event").
16. No Third Party Beneficiaries. 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.
17. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth above and shall be (i) delivered personally; (ii) delivered by express; (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by telecopy.
18. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction of the FCC, the Parties agree that remedies for such claims shall be governed by the FCC and the Communications Act of 1934, as amended. For all claims under this Agreement that are based upon issues within the jurisdiction of the State Public Utilities Commission, the Parties agree that the jurisdiction for all such claims shall be with such Commission, and the remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the state of South Dakota without reference to conflict of law provisions. This Agreement shall be subject to any subsequent law adopted by any federal, state, or other authority,

and the Parties agree to negotiate in good faith to modify the Agreement to conform with any such subsequent rule, statute, or guideline.

19. Confidential Information. Either Party may disclose to the other Party proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must either (1) be in the form of billing, traffic and systems information relating to one Party and acquired by the other Party in the course of performing under this Agreement; or (2) must be marked "Confidential" or "Proprietary," or bear a marking of similar import. The Parties agree not to disclose Confidential Information obtained pursuant to this Agreement except as required for performance pursuant to this Agreement.
20. Dispute Resolution. The Parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, the Parties agree to follow the procedures provided in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith and authorized to resolve the relevant dispute. The Parties intend that these negotiations will be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit to remedies available at law against the other Party. Upon conclusion of these discussions, the Parties agree that they may seek resolution of the controversy or claim arising out of or relating to this Agreement in any lawful forum.
21. Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party and its Affiliates, involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of the form of the action.
22. Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY



WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

23. Limitation of Liability. Each Party's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total each Party's monthly charge to the other Party. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or provision of services hereunder.
24. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth above and shall be (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by telecopy.
25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
26. 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 as of this 1st day of September, 2003.

AGREED AND ACCEPTED BY:

Cellco Partnership d/b/a Verizon Wireless

Black Hills FiberCom, L.L.C

CommNet Cellular License Holding LLC  
d/b/a Verizon Wireless  
By Cellular Inc. Financial Corporation, Its  
Sole Member

By:  \_\_\_\_\_

Name: Ron Schaible

Missouri Valley Cellular Inc. d/b/a Verizon  
Wireless  
By CommNet Cellular, Its Managing Agent


Title: Sr. Vice President & General  
Manager

Sanborn Cellular, Inc., Its General Partner  
By CommNet Cellular Inc., Its Managing  
Agent

Date: 10/3/03

Signature Page (continued) – Reciprocal Compensation Agreement between Verizon Wireless and Black Hills FiberComm, L.L.C and

Eastern South Dakota Cellular Inc. d/b/a Verizon Wireless

By: 

Name: Robert F. Swaine

Title: West Area Vice President - Network

Date: 9-23-03

**Exhibit A  
Reciprocal Compensation Agreement  
Verizon Wireless and Black Hills Fibercom**

LOCAL TRANSPORT AND TERMINATION RATE                      \$0.01 per MOU

**RECIPROCAL COMPENSATION CREDIT – CALCULATION**

In accordance with Section 6 of this agreement, Black Hills FiberCom, L.L.C shall measure the total monthly minutes of use terminating from its network to Verizon Wireless's network. Black Hills FiberCom, L.L.C shall also measure the total monthly minutes of use terminating from Verizon Wireless's network to Black Hills FiberCom, L.L.C 's network. All Local Traffic minutes shall be multiplied by the Local Transport and Termination Rate agreed to in this Exhibit. Based on this calculation and for the convenience of both Parties, Black Hills FiberCom, L.L.C shall subtract the amount of reciprocal compensation that would normally be due to Verizon Wireless from the monthly reciprocal compensation bill that Black Hills FiberCom, L.L.C issues to Verizon Wireless. The amount subtracted from the amount billed to Verizon Wireless shall represent the Reciprocal Compensation credit. If during the term of this agreement the amount of reciprocal compensation due to Verizon Wireless exceeds the amount due to Black Hills FiberCom, L.L.C, Black Hills FiberCom, L.L.C agrees to make the appropriate payment to Verizon Wireless.

**EXHIBIT B**  
**Reciprocal Compensation Agreement**  
**Verizon Wireless and Black Hills Fibercom**

<b>Licensee</b>	<b>Market</b>
CommNet Cellular License Holding, LLC	Rapid City Sioux Falls South Dakota 1-Harking South Dakota 2-Corson South Dakota 3-McPherson South Dakota 5-Custer South Dakota 6-Haakon
Missouri Valley Cellular Inc.	South Dakota 7-Sully
Sanborn Cellular Inc.	South Dakota 8-Kingsbury
Eastern South Dakota Cellular Inc.	South Dakota 9-Hanson

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**

**For the Period of October 9, 2003 through October 15, 2003**

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: 605-773-3201

**TELECOMMUNICATIONS**

**TC03-185      In the Matter of the Application of WDT World Discount Telecommunications Co. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

On October 15, 2003, WDT World Discount Telecommunications Co. (WDT) filed an application for a Certificate of Authority to provide telecommunications service in South Dakota. WDT intends to provide resold interexchange service, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services and travel card services throughout South Dakota.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 10/15/03  
Intervention Deadline: 10/31/03

**TC03-186      In the Matter of the Filing for Approval of a Reciprocal Compensation Agreement between Cellco Partnership d/b/a Verizon Wireless and Black Hills FiberCom, L.L.C.**

On October 14, 2003, the Commission received a filing of a Reciprocal Compensation Agreement between Cellco Partnership d/b/a Verizon Wireless (Verizon) and Black Hills FiberCom, L.L.C. (BHFC). According to the parties, the Agreement is made in order to put in place an arrangement for the mutual exchange of and reciprocal compensation for local telecommunications traffic in accord with the Telecommunications Act of 1996 which will supersede any previous arrangements between the parties. 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 November 3, 2003. 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: 10/15/03  
Initial Comments Due: 11/03/03

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

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

IN THE MATTER OF THE FILING FOR )	ORDER APPROVING
APPROVAL OF A RECIPROCAL )	AGREEMENT
COMPENSATION AGREEMENT BETWEEN )	
CELLCO PARTNERSHIP D/B/A VERIZON )	TC03-186
WIRELESS AND BLACK HILLS FIBERCOM, )	
L.L.C. )	

On October 14, 2003, Black Hills FiberCom, L.L.C. (FiberCom) filed for approval by the South Dakota Public Utilities Commission (Commission) a reciprocal compensation agreement between Cellco Partnership d/b/a Verizon Wireless (Verizon) and FiberCom

On October 16, 2003, 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 November 3, 2003, to do so. No comments were filed.

At its duly noticed December 2, 2003, meeting, the Commission considered whether to approve the agreement between FiberCom and Verizon. Commission Staff recommended 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 agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement effective as of the date of this order.

Dated at Pierre, South Dakota, this 17<sup>th</sup> day of December, 2003.

<b>CERTIFICATE OF SERVICE</b>
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>Helaine Kolbo</i></u>
Date: <u>12/19/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*Robert K. Sahr*  
ROBERT K. SAHR, Chairman

*Gary Hanson*  
GARY HANSON, Commissioner

*James A. Burg*  
JAMES A. BURG, Commissioner