

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

ATTORNEYS AT LAW

J. CRISMAN PALMER
G. VERNE GOODSSELL
JAMES S. NELSON
DANIEL E. ASHMORE
TERENCE R. QUINN
DONALD P. KNUDSEN
PATRICK G. GOETZINGER
TALBOT J. WIECZOREK
MARK J. CONNOT
JENNIFER K. TRUCANO
MARTY J. JACKLEY

ASSURANT BUILDING
440 MT. RUSHMORE ROAD
POST OFFICE BOX 8045
RAPID CITY, SOUTH DAKOTA 57709-8045
TELEPHONE (605) 342-1078 • FAX (605) 342-0480
www.gundersonpalmer.com

ATTORNEYS LICENSED TO PRACTICE IN
SOUTH DAKOTA, NORTH DAKOTA, NEBRASKA
COLORADO, MONTANA, WYOMING & MINNESOTA

DAVID E. LUST
THOMAS E. SIMMONS
TERRI LEE WILLIAMS
PAMELA SNYDER-VARNS
SARA FRANKENSTEIN
AMY K. SCHULTZ
JASON M. SMILEY
SHANE C. PENFIELD

WYNN A. GUNDERSON
Of Counsel

July 8, 2005

RECEIVED
JUL 11 2005
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

RE: WWC's Complaint against Venture Communications Cooperative Regarding
Intercarrier Billings
Docket CT 05-002
GPGN File No. 5925.050089

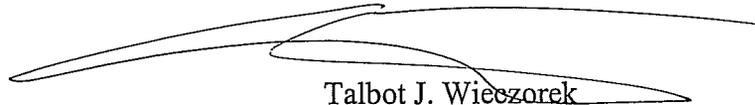
Dear Ms. Bonrud:

Enclosed please for filing, please find the original plus ten copies of WWC's Answer to
Venture Communications Cooperative's Counterclaim.

By copy of this letter, I am also serving Darla Pollman Rogers, attorney for Venture.

Please feel free to contact me with any questions.

Sincerely,



Talbot J. Wieczorek

TJW:klw
Enclosures
c: (w Encl)

Darla Pollman Rogers
Rolayne Wiest
Client

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

RECEIVED
JUL 11 2005
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Complaint of)	DOCKET NO. CT05 - 002
WWC License LLC against)	
VENTURE COMMUNICATIONS)	WWC's ANSWER TO VENTURE
COOPERATIVE)	COMMUNICATIONS COOPERATIVE'S
)	COUNTERCLAIM

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

1. WWC denies each and every allegation contained in the Counterclaim except for those specifically admitted herein.
2. WWC admits paragraphs 29 and 30 of the Counterclaim.
3. As to Counterclaim paragraphs 31 and 32, they are denied. Western Wireless has been actively engaged in negotiations with Mr. Thompson regarding InterMTA traffic since September 2003. These negotiations began prior to finalization of the interconnection agreements with Venture and, as yet, the parties have not come to agreement on study methodology, let alone an InterMTA rate produced by the methodology. While Larry Thompson may have had some part in actually negotiating the Interconnection Agreements, the Interconnection Agreement with Venture was not executed until April, 2004, and any negotiations that took place before then are irrelevant as the InterMTA agreed upon factor is contained in the Interconnection Agreement.

4. As to Counterclaim paragraph 33, the allegations are denied. Venture's claim it can collect "back" InterMTA amounts to January 1, 2003, is contrary to the very language contained in the Interconnection Agreement and cited in the Counterclaim at Counterclaim paragraph 30. That language provides that the InterMTA use factor would be 3.0% and the factor could not be adjusted until three months after the executed date of the agreement and the completion of a mutually agreed upon traffic study. The Interconnection Agreement was not executed by the parties until April, 2004, requiring that the 3.0% be used for a minimum of three months, either from the execution date or the Commission's approval date. Therefore, by the approved Interconnection Agreement Venture cannot make a claim for a higher rate for InterMTA use going back to January 2003. Moreover, the 3.0% is the appropriate rate under the Interconnection Agreement as the Interconnection Agreement required a mutually agreed upon traffic study analysis to be completed before adjusting the rate and no such study has been completed.

5. As to Counterclaim paragraph 34, the allegations are denied. WWC has been negotiating in good faith and prior to the filing of this Counterclaim, had conducted an expensive specialized traffic study, provided output from that study to Mr. Thompson to conduct his own analysis, proposed various ways to perform a traffic study analysis, and was awaiting a response from Larry Thompson and his clients, including Venture.

6. As to Counterclaim paragraphs 35 through 38, the allegations are denied in whole.

WHEREFORE, WWC requests relief regarding the Counterclaim as follows:

1. That the Counterclaim by Venture Communications Cooperative be dismissed;
2. That WWC be awarded costs, disbursement and attorneys' fees incurred herein to the extent allowed by law; and

3. For such other and further relief as the Commission deems just and proper.

Dated this 8 day of July, 2005.

GUNDERSON, PALMER, GOODSSELL
& NELSON, LLP



Talbot J. Wieczorek
Attorneys for WWC License LLC
440 Mt. Rushmore Road
PO Box 8045
Rapid City SD 57709
Phone: 1-605-342-1078
Fax: 1-605-342-0480

CERTIFICATE OF SERVICE

I hereby certify that on the 8 day of July, 2005, a true and correct copy of WWC License, LLC's ANSWER TO VENTURE COMMUNICATIONS COOPERATIVE'S COUNTERCLAIM was sent by first-class, U.S. Mail, postage paid to:

Darla Pollman Rogers
PO Box 280
Pierre, SD 57501

Rolayne Wiest
SDPUC
500 E Capitol
Pierre SD 57501



Talbot J. Wieczorek