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JAN 28 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

January 24, 2002

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

Re: Filing of Amendment for Internet Service Provider to the Interconnection Agreement between Rural Cellular Corp. and Qwest Corporation f/k/a US WEST Communications, Inc.
Our File No. 2104.078

Dear Ms. Elofson:

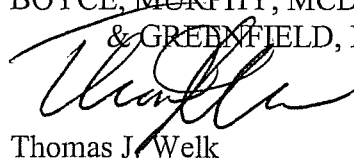
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of Amendment for Internet Service Provider ("ISP") to the Type 2 Wireless Interconnection Agreement between Rural Cellular Corporation ("Rural Cellular") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Rural Cellular and U S WEST Communications, Inc. which was approved by the Commission effective August 5, 1998 in Docket No. TC98-096.

This Amendment is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider ("ISP") bound traffic.

Rural Cellular has authorized Qwest to submit this Amendment on Rural Cellular behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj
Enclosures

cc: Mr. Dean Polkow – Rural Cellular (enclosure letter only)
Ms. Colleen Sevold
Mr. John Love (enclosure letter only)

**Amendment
to Type 2 Wireless Interconnection Agreement between
Qwest Corporation and
Rural Cellular Corporation
for the State of South Dakota**

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement dated June 9, 1998 between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Rural Cellular Corporation ("RCC"). RCC and Qwest shall be known jointly as the "Parties".

RECITALS

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

WHEREAS, the FCC issued an Order on Remand and Report and Order 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 RCC 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 RCC 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 RCC 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 RCC under the Agreement that exceeds a 3:1 ratio of terminating (Qwest to RCC) to originating (RCC 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 RCC 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, RCC 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 RCC 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, RCC 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, RCC 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 RCC 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 RCC 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 RCC's entry into a new market and RCC'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 between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

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.

Rural Cellular Corporation

David DeLuzo
Signature

David DeLuzo
Name Printed/Typed

VP
Title

9/4/01
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

9/6/01
Date

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of January 24, 2002 through January 30, 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

ELECTRIC

EL02-002 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

MidAmerican Energy Company (MidAmerican) is requesting approval of a revision to Section No. 3, 1st Revised Sheet No. D-47 of the South Dakota Electric Tariff Rate Book. In an order dated July 20, 2000, the Commission approved MidAmerican's Rider No. 12, Short Term Interruptible Energy Service under docket EL00-017. The service was available as a pilot program, which expired on December 31, 2001. This filing renews that program.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 1/30/02
Intervention Deadline: 02/15/02

TELECOMMUNICATIONS

TC02-008 In the Matter of the Application of ECI Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

ECI Communications, Inc. is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to offer outbound and inbound telecommunications services, directory assistance service, calling card service, conference services, private line services and operator toll assistance services.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/25/02
Intervention Deadline: 02/15/02

TC02-009 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 28, 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 the amendment is made in order to add to the agreement the terms, conditions and rates for UDIT as set forth in Attachment 1 and Exhibits A and B, 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 February 18, 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: 01/28/02
Initial Comments Due: 02/18/02

TC02-010

In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Rural Cellular Corporation.

On January 28, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Rural Cellular Corporation (Rural Cellular). According to the parties, the agreement is a negotiated agreement and the amendment is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider (ISP) 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 February 18, 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: 01/28/02
Initial Comments Due: 02/18/02

TC02-011

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 28, 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 the amendment is made in order to add to the agreement the terms, conditions and rates for Collocation, Cancellation and Decommission as set forth in Attachments 1 and 2 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 February 18, 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: 01/28/02
Initial Comments Due: 02/18/02

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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 AN))	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN))	AGREEMENT
QWEST CORPORATION AND RURAL))	
CELLULAR CORPORATION))	TC02-010

On January 28, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Rural Cellular Corporation (Rural Cellular) and Qwest. The Amendment is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider (ISP) bound traffic.

On January 31, 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 February 18, 2002, to do so. No comments were filed.

At its duly noticed February 26, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Rural Cellular. 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 6th day of March, 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: <u><i>Arlaine Kolbo</i></u>
Date: <u>3/6/02</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