

**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 BROOKINGS)	
MUNICIPAL UTILITIES D/B/A SWIFTEL)	TC02-033
COMMUNICATIONS)	

On April 5, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) 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 No. 99-68 regarding intercarrier compensation for Internet service provider (ISP) bound traffic.

On April 11, 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 April 25, 2002, to do so. No comments were filed.

At its duly noticed May 30, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Swiftel. 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 7th day of June, 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>Melaine Kalbs</u>
Date: <u>6/11/02</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

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 4, 2002 through April 10, 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

ELECTRIC

EL02-005 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Oldham.

On April 8, 2002, Otter Tail Power Company filed a Contract with Deviations for approval. The proposed Contract is with the City of Oldham and is effective May 15, 2002. The old contract expires May 15, 2002.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 04/08/02
Intervention Deadline: 04/16/02

NATURAL GAS

NG02-002 In the Matter of the Filing by Peoples Natural Gas Company for Approval of a Tariff Revision Reflecting a Name Change.

Application by Aquila, Inc. d/b/a Aquila Networks, formerly known as Peoples Natural Gas Company for approval of tariff revision reflecting change of name.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 04/04/02
Intervention Deadline: 04/16/02

TELECOMMUNICATIONS

TC02-033 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Brookings Municipal Utilities d/b/a Swiftel Communications.

On April 5, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel) and Qwest Corporation (Qwest). According to the parties, the original Agreement was approved by the Commission on February 18, 1999, in

Docket TC98-204. According to the parties, the Amendment is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket No. 99-68 regarding intercarrier compensation for Internet service provider (ISP) bound traffic. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than April 25, 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: Karen Cremer
Date Docketed: 04/05/02
Initial Comments Due: 04/25/02

TC02-034 In the Matter of the Application of National Directory Assistance, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

National Directory Assistance, LLC filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. National Directory Assistance intends to provide resold inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 04/10/02
Intervention Deadline: 04/26/02

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BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

Jeremiah D. Murphy
Russell R. Greenfield
Gary J. Pashby
Vance R.C. Goldammer
Thomas J. Welk
Terry N. Prendergast
Michael S. McKnight
Gregg S. Greenfield
Roger A. Sudbeck
Carolyn A. Thompson
Lisa Hansen Marso
Tamara A. Wilka
Jeffrey C. Clapper
Heather R. Springer

101 North Phillips Avenue, Suite 600
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

J.W. Boyce (1884-1915)
John S. Murphy (1924-1966)
John R. McDowell (1936-1996)

Telephone 605 336-2424 Direct Dial 605-731-0208
Facsimile 605 334-0618 tjwelk@boycemurphy.com

April 2, 2002

RECEIVED

APR 05 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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

Re: Filing of Internet Service Provider Bound Traffic Amendment to the Interconnection Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications and Qwest Corporation
Our File No. 2104.078

Dear Ms. Elofson:

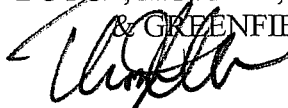
Pursuant to ARSD 20:10:32:21 enclosed for filing are the original and ten (10) copies of Internet Service Provider ("ISP") Bound Traffic Amendment to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest") and Brookings Municipal Utilities d/b/a Swiftel Communications ("Brookings") for approval by the Commission. This is an amendment to the Type 2 Wireless Interconnection Agreement between Qwest and Brookings which was approved by the Commission on February 18, 1999 in Docket No. TC98-204.

This Amendment is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket No.99-68 regarding intercarrier compensation for Internet service provider ("ISP") bound traffic.

Brookings has authorized Qwest to submit this Amendment on Brookings' behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

cc: Mr. Craig Osvog (Brookings) (enclosure letter only)
Ms. Colleen Sevoid
Mr. John Love (enclosure letter only)

**Internet Service Provider ("ISP") Bound Traffic Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation and
Brookings Municipal Utilities d.b.a. Swiftel Communications
for the State of South Dakota**

APR 05 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Brookings Municipal Utilities, a South Dakota Municipal Corporation d.b.a. Swiftel Communications. Swiftel Communications and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, SWIFTEL COMMUNICATIONS and Qwest entered into the aforementioned 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 99-68 (Intercarrier Compensation for ISP-Bound Traffic); and

WHEREAS, the Parties wish to amend the Agreement to reflect the 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 the language as follows in lieu of existing contract language:

1. Definitions

For purposes of this Amendment the following definitions apply:

1.1 "Bill and Keep" is as defined in the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic). Bill and Keep is an arrangement where neither of two (2) interconnecting networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own end users the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however, preclude intercarrier charges for transport of traffic between carriers' networks.

1.2 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP-bound traffic.

1.3 "Information Services Access" means the offering of access to Information Services Providers.

2. Exchange Service (EAS/Local) Traffic

Pursuant to the election in Section 5 of this Amendment, the Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the FCC ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Intercarrier Compensation for ISP-Bound Traffic) or the state ordered reciprocal compensation rate. When the FCC ordered rate for ISP-bound traffic is applied to EAS/Local traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

3. ISP-Bound Traffic

3.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 99-68 (FCC ISP Order), effective June 14, 2001, and usage based intercarrier compensation will be applied as follows:

3.2 Compensation for Interconnection configurations exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:

3.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to SWIFTEL COMMUNICATIONS that exceeds a 3:1 ratio of terminating (Qwest to SWIFTEL COMMUNICATIONS) to originating (SWIFTEL COMMUNICATIONS to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions in this amendment apply regardless of how the ISP bound traffic is determined.

3.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by SWIFTEL COMMUNICATIONS will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

3.2.2.1 For the year 2001, SWIFTEL COMMUNICATIONS may receive compensation, pursuant to a particular Interconnection Agreement for ISP bound minutes up to a ceiling equal to, on annualized basis, the number of ISP bound minutes for which SWIFTEL COMMUNICATIONS was entitled to compensation under that Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.

3.2.2.2 For 2002, SWIFTEL COMMUNICATIONS may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.

3.2.2.3 In 2003, SWIFTEL COMMUNICATIONS may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the 2002 ceiling applicable to that Agreement.

3.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and SWIFTEL COMMUNICATIONS will be billed in accordance with their existing

Agreement or as follows, whichever rate is lower:

3.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

3.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

3.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

3.2.3.4 Compensation for ISP bound traffic in Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes carrier expansion into a market it previously had not served.

4. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, Qwest will adopt the rate-affecting provisions for both ISP bound traffic and (§251(b)(5)) of the Order as of June 14, 2001, the effective date of the Order.

5. Rate Election

The reciprocal compensation rate elected for (§251(b)(5)) traffic is (elect and sign one):

Current rate for voice traffic in the existing Interconnection Agreement:

Signature

Name Printed/Typed

OR

The rate applied to ISP traffic:



Signature

Craig Osvog

Name Printed/Typed

6. 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. 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.

**Brooking Municipal Utilities dba
Swiftel Communications**



Signature

Craig Osvog

Name Printed/Typed

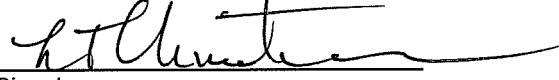
Executive VP Gen. Manager

Title

November 7th, 2001

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

11/14/01

Date