



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

<b>IN THE MATTER OF THE FILING FOR )</b>	<b>ORDER APPROVING</b>
<b>APPROVAL OF AN AMENDMENT TO AN )</b>	<b>AMENDMENT TO</b>
<b>INTERCONNECTION AGREEMENT BETWEEN )</b>	<b>AGREEMENT</b>
<b>QWEST CORPORATION AND MIDWEST )</b>	
<b>WIRELESS COMMUNICATIONS, L.L.C. AND )</b>	<b>TC02-035</b>
<b>SWITCH 2000 L.L.C. )</b>	

On April 12, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Midwest Wireless Communications, L.L.C. and Switch 2000 L.L.C. (Midwest) 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 bound traffic.

On April 18, 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 May 2, 2002, to do so. No comments were filed.

At its duly noticed June 13, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Midwest. 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 19<sup>th</sup> day of June, 2002.

<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>Aldine Kalbo</i></u>
Date: <u>6/21/02</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 11, 2002 through April 17, 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 COMPLAINTS**

**CT02-010 In the Matter of the Complaint filed by Cheryl Williams, Gregory, South Dakota, against Direct One Com.Long Distance, Paysystems.Com and Long Distance USA Regarding Unauthorized Billing for Services.**

Complainant states that when she ordered an item from NSI Diabetic Socks/Publishers Choice, the telemarketer attempted to sell her long distance service. Complainant told the telemarketer that she was not interested. On her December 2001, credit card statement, Complainant had two charges for long distance service. One of the charges was from Direct One and one charge was from Paysystems.Com. Complainant's January 2002, credit card statement reflected another charge for long distance service from Long Distance USA. Complainant states that other than the charges to her credit card statement, she has never received anything in the mail from any of the billing companies. Complainant requests that each company listed on her billing be fined \$1,000.00 as allowed under South Dakota law, and that the companies be stopped from deceiving South Dakota residents and using unethical practices to generate profits.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 04/11/02  
Intervention Deadline: N/A

**CT02-011 In the Matter of the Complaint filed by Scott Vander Meulen, Brookings, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding a Billing Dispute.**

Complainant states that the service that was offered to him by AT&T was not honored. Complainant was contacted by AT&T regarding AT&T long distance service. The representative offered Complainant a calling plan that would cost him \$12.00 per month for unlimited calls, send him a \$75.00 check, 2 \$50.00 phone cards, 4 coupons for free pizza and remove his current long distance charges. When Complainant did not pay for the unauthorized billing dispute, the account was turned over to a collection agency. Although AT&T credited \$80.29 of the charges Complainant believes that AT&T did not honor the offer that was made to him and he was signed up for a calling plan he did not agree to. Complainant requests that AT&T pay him for the remainder of the offer that he agreed to in the amount of \$159.98 plus pay him \$1,000.00 as stated in SDCL 49-31-93 for the unauthorized billing.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 04/15/02  
Intervention Deadline: N/A

**TELECOMMUNICATIONS**

**TC02-035 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midwest Wireless Communications, L.L.C. and Switch 2000 L.L.C.**

On April 12, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Midwest Wireless Communications, L.L.C. and Switch 2000 L.L.C. and Qwest Corporation. According to the parties, the agreement is a negotiated agreement and 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 May 2, 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: Rolayne Ailts Wiest  
Date Docketed: 04/12/02  
Initial Comments Due: 05/02/02

**TC02-036 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Rural Cellular Corporation.**

On April 12, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Rural Cellular Corporation and Qwest Corporation. According to the parties, the agreement is a negotiated agreement and is made in order to add terms and conditions for SPOP in the LATA as set forth in Attachment 1 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 May 2, 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: Rolayne Ailts Wiest  
Date Docketed: 04/12/02  
Initial Comments Due: 05/02/02

**TC02-037 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.**

On April 12, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Sprint Communications Company L.P. and Qwest Corporation. According to the parties, the agreement is a negotiated agreement and is amended by adding terms, conditions and rates for DC Power Reduction Procedure as set forth in Attachment 1 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 May 2, 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: Rolayne Ailts Wiest  
Date Docketed: 04/12/02  
Initial Comments Due: 05/02/02

**TC02-038 In the Matter of the Application of Telenational Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Telenational Communications, Inc. (Telenational) filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. Telenational intends to provide direct dial outbound long distance service through Feature Group "D" circuits ordered by the Company.

Staff Analyst: Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 04/15/02  
Intervention Deadline: 05/03/02

**BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.**  
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John R. McDowell (1936-1996)

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Facsimile 605 334-0618 tjwelk@boycemurphy.com

April 11, 2002

**RECEIVED**

APR 12 2002

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

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Re: Filing of Amendment for Internet Service Provider to the Interconnection Agreement between Midwest Wireless Communications, L.L.C. and Switch 2000 L.L.C. 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 Amendment for Internet Service Provider ("ISP") to the Type 2 Wireless Interconnection Agreement between Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C. ("Midwest") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Midwest and Qwest which was approved by the Commission effective August 5, 1998 in Docket No. TC98-099.

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.

Midwest has authorized Qwest to submit this Amendment on Midwest's behalf.

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

  
Thomas J. Welk

TJW/vjj

Enclosures

cc: Philip Schenkenberg (enclosure letter only)  
Ms. Colleen Sevoid  
Mr. John Love (enclosure letter only)

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APR 12 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**Amendment  
to Type 2 Wireless Interconnection Agreement between  
Qwest Corporation and  
Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C.  
for the State of South Dakota**

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement dated June 12, 1998 between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C ("WSP"). WSP and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, WSP 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 WSP 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 WSP 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 WSP 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 WSP under the Agreement that exceeds a 3:1 ratio of terminating (Qwest to WSP) to originating (WSP 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 WSP 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, WSP 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 WSP 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, WSP 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, WSP 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 WSP 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 WSP 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 WSP's entry into a new market and WSP'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**

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 EAS/Local (§ 251(b)(5)) of the Order as of June 14, 2001, the effective date of the Order.

### **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.



**Midwest Wireless Communications L.L.C.,  
And Switch 2000 L.L.C.**



Signature

BRIAN FINGERSON

Name Printed/Typed

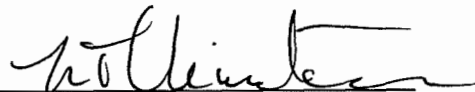
V.P. ENGINEERING & TECHNOLOGY

Title

JANUARY 16, 2002

Date

**Qwest Corporation**



Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

1/22/02

Date