

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. Willa
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

RECEIVED

MAY 20 2002

May 16, 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 NPCR, Inc. d/b/a Nextel Partners and Qwest Corporation
Our File No. 2104.078

Dear Ms. Elofson:

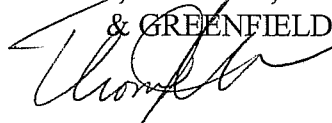
Pursuant to ARSD 20:10:32:21 enclosed for filing are the original and ten (10) copies of Internet Service Provider ("ISP") Bound Traffic Amendment to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest") and NPCR, Inc. d/b/a Nextel Partners ("NPCR") for approval by the Commission. This is an amendment to the Type 2 Wireless Interconnection Agreement between Qwest and NPCR which was approved by the Commission on September 14, 2001 in Docket No. TC01-072.

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 ISP bound traffic.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

cc: Donald Manning, General Counsel (NCPR) (enclosure letter only)
Ms. Colleen Sevold
Mr. John Love (enclosure letter only)

**Internet Service Provider ("ISP") Bound Traffic Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation and
NPCR, Inc. d/b/a Nextel Partners
for the State of South Dakota**

RECEIVED

MAY 20 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 NPCR, Inc. d/b/a Nextel Partners ("Wireless Service Provider ("WSP)"). WSP and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, WSP 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 WSP that exceeds a 3:1 ratio of terminating (Qwest to WSP) to originating (WSP 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 WSP 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, WSP 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 WSP 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, WSP 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, WSP 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 WSP 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):

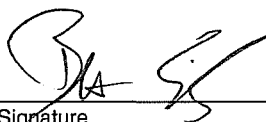
Current rate for voice traffic in the existing Interconnection Agreement:

Signature

Name Printed/Typed

OR

The rate applied to ISP traffic:



Signature

Brent Eilerson, Counsel

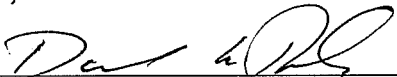
Name Printed/Typed

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.

NPCR, Inc. d/b/a Nextel Partners



Signature

David W Thaler

Name Printed/Typed


VP of Business Ops

Title

1/11/02

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

1/17/02

Date

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 16, 2002 through May 22, 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

NATURAL GAS

NG02-003 In the Matter of the Application of MidAmerican Energy Company for Approval of Revisions to its South Dakota Natural Gas Tariff.

Application by MidAmerican Energy Company for approval of tariff revisions limiting the availability of Small Volume Interruptible and Large Volume Interruptible rates to existing customers as of the effective date of this tariff change. For reasons including small interruptible load and additional administrative expense, MidAmerican is proposing to limit interruptible rates to existing customers and may in the future file to eliminate the interruptible purchased gas adjustment therefore consolidating the firm and interruptible rates.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 05/16/02
Intervention Deadline: 06/07/02

TELECOMMUNICATIONS

TC02-049 In the Matter of the Application of Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On May 20, 2002, the Commission received an application from Houlton Enterprises, Inc. d/b/a Guaranteed Phone Service (GPS) for a certificate of authority to provide local exchange telecommunications services in South Dakota. GPS intends to provide basic local exchange services with customer calling features in Qwest territory. Most of GPS' subscribers are high credit risk customers who fail to qualify for basic local exchange services from the incumbent local exchange carriers and who do not qualify for Universal Service programs such as Lifeline and Link Up.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 05/20/02
Intervention Deadline: 06/07/02

TC02-050

In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners.

On May 20, 2002, the Commission received for approval a Filing of Internet Service Provider Bound Traffic Amendment to the Type 2 Wireless Interconnection Agreement between NPCR, Inc. d/b/a Nextel Partners (Nextel) and Qwest Corporation (Qwest). 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 ISP bound traffic. The original Agreement was approved by the Commission on September 14, 2001, in Docket No. TC01-072. 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 June 10, 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: 05/20/02

Initial Comments Due: 06/10/02

TC02-051

In the Matter of the Filing for Approval of an Interconnection Agreement between McLeodUSA Telecom Development, Inc., McLeodUSA Telecommunications Systems, Inc., McLeodUSA Incorporated and Midcontinent Communications, Inc.

On May 22, 2002, the Commission received for approval a filing of an Interconnection Agreement between McLeodUSA Telecom Development, Inc., McLeodUSA Telecommunications Systems, Inc., McLeodUSA Incorporated, (all three collectively "McLeodUSA") and Midcontinent Communications, Inc. (Midcontinent). According to the parties, the Agreement sets forth the terms, conditions and prices under which the parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between Midcontinent and McLeodUSA in the DKI service areas. 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 June 11, 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: 05/22/02

Initial Comments Due: 06/11/02

You may receive this listing and other PUC publications via our website or via internet e-mail.
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 AN AMENDMENT TO AN)	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
QWEST CORPORATION AND NPCR, INC.)	
D/B/A NEXTEL PARTNERS)	TC02-050

On May 20, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between NPCR, Inc. d/b/a Nextel Partners (Nextel) 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 ISP bound traffic.

On May 23, 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 June 10, 2002, to do so. No comments were filed.

At its duly noticed July 9, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Nextel. 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 26th day of July, 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>Melaine Koeb</i></u>
Date: <u>8/1/02</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