



**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  
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](mailto:tjwelk@boycemurphy.com)

August 30, 2002

**RECEIVED**

SEP - 3 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 Bill and Keep Compensation Amendment to the Interconnection Agreement  
between Ionex Communications North, Inc. for South Dakota 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 the Bill and Keep Compensation Amendment to the Interconnection Agreement between Ionex Communications North, Inc. for South Dakota ("Ionex") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Ionex and Qwest which was approved by the Commission on September 14, 1999 in Docket No. TC98-203.

The Amendment is made to utilize the Bill and Keep Compensation Mechanism as set forth in Attachment 1, attached to the Amendment.

Ionex has authorized Qwest to submit this Agreement on Ionex's behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj  
Enclosures

cc: Ms. Russell C. Merbeth – Ionex (enclosure letter only)  
Ms. Colleen Sevoid  
Ms. Luba Hromyk (enclosure letter only)

**Bill and Keep Compensation Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
ionex Communications North, Inc.  
for the State of South Dakota**

RECEIVED

SEP - 3 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and ionex Communications North, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

### RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement for service in the state of South Dakota that was approved by the South Dakota Public Utilities Commission ("Commission") on September 14, 1999 as docketed in Order No. TC-98-203 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further 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 as follows:

#### 1. Amendment Terms

The Parties agree to utilize the Bill and Keep Compensation Mechanism as set forth in Attachment 1, attached hereto and incorporated herein by reference.

#### 2. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

#### 3. Further Amendments

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**4. Entire Agreement**

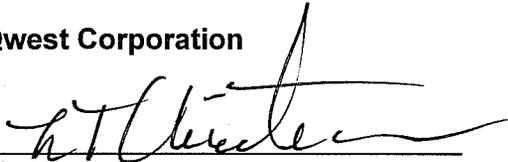
This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects 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.

**ionex Communications North, Inc.**

  
\_\_\_\_\_  
Signature  
**ROBERT C. MEIBETH**  
\_\_\_\_\_  
Name Printed/Typed  
**GENERAL COUNSEL**  
\_\_\_\_\_  
Title  
**AUGUST 20, 2002**  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature  
**L.T. Christensen**  
\_\_\_\_\_  
Name Printed/Typed  
**Director – Business Policy**  
\_\_\_\_\_  
Title  
**8/26/02**  
\_\_\_\_\_  
Date

**ATTACHMENT 1  
BILL AND KEEP COMPENSATION**

**1.0 Exchange Service (EAS/Local) Traffic**

**1.1 End Office Call Termination**

1.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this Agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.1.2 Reserved for Future Use.

1.1.3 Reserved for Future Use.

1.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

**1.2 Tandem Switched Transport**

1.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.2.2 Reserved for Future Use.

1.2.3 Reserved for Future Use.

1.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another CLEC switch within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

1.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP

query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

1.3 Reserved for Future Use.

1.4 Reserved for Future Use.

## **2.0 ISP-bound Traffic**

2.1 The Parties agree that ISP-bound traffic is governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of August 29, 2002 through September 4, 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**

**CT02-035 In the Matter of the Complaint filed by Sharon and Robert Herrick, Emery, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Switching of Services.**

Complainants state that their service was switched without their authorization. Sprint has indicated in its informal response to the complaint that the switch was made over the internet by Robert. Complainants state that they did not switch service over the internet and that the social security number and date of birth for Robert are incorrect. Complainants request \$1,000.00 allowed under South Dakota law.

Staff Analyst: Mary Healy  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/03/02  
Intervention Deadline: N/A

**TELECOMMUNICATIONS**

**TC98-146 In the Matter of the Filing by GCC License Corporation for Designation as an Eligible Telecommunications Carrier.**

On October 18, 2001, the Public Utilities Commission (Commission) granted eligible telecommunications carrier (ETC) designation to GCC License Corporation (GCC) in select study areas of rural telephone companies upon GCC's compliance with certain conditions as stated in the Commission's order. By letter dated January 20, 2000, the Commission was notified that GCC License L.L.C. had changed its name to WWC License L.L.C. Pursuant to the Commission's order which designated WWC License LLC, a subsidiary of Western Wireless Corporation (Western Wireless), as an ETC in South Dakota, Western Wireless on August 29, 2002, submitted its compliance filing with the Commission.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 08/25/98  
Intervention Deadline: N/A

**TC02-113 In the Matter of the Filing for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and New Edge Network, Second Revision.**

On August 29, 2002, the Commission received for approval a Filing for Approval of Statement of Generally Available Terms (SGAT) and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and New Edge Network (New Edge), Second Revision. According to the parties this SGAT sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to unbundled network elements, ancillary services, and telecommunication services available for resale within the geographical areas in which Qwest is providing local exchange service at the time and for which Qwest is the incumbent local exchange carrier within the state of South Dakota for purposes of providing local telecommunication services. 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 September 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: 08/29/02  
Initial Comments Due: 09/18/02

**TC02-114 In the Matter of the Request of Kennebec Telephone Company For Certification Regarding its Use of Federal Universal Service Support.**

On August 30, 2002, Kennebec Telephone Company (Kennebec) provided information constituting Kennebec's plan for the use of its federal universal service support and to otherwise verify that Kennebec will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 08/30/02  
Intervention Deadline: 09/13/02

**TC02-115 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Ionex Communications North, Inc.**

On September 3, 2002, the Commission received for approval a Filing of Bill and Keep Compensation Amendment to the Interconnection Agreement between Ionex Communications North, Inc. for South Dakota (Ionex) and Qwest Corporation (Qwest). According to the parties, this is an Amendment to the negotiated interconnection agreement between Ionex and Qwest which was approved by the Commission on September 14, 1999, and is made to utilize the Bill and Keep Compensation Mechanism as set forth in Attachment 1, 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 September 23, 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: 09/03/02  
Initial Comments Due: 09/23/02

**TC02-116 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Level 3 Communications, LLC.**

On September 3, 2002, the Commission received for approval a Filing of Single Point of Presence (SPOP) Amendment to the Interconnection Agreement between Level 3 Communications, LLC (Level 3) and Qwest Corporation (Qwest). According to the parties, this is an Amendment to the negotiated Interconnection Agreement between Level 3 and Qwest which was approved by the Commission on June 17, 2002, in Docket No. TC02-060. The Amendment 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 September 23, 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: 09/03/02  
Initial Comments Due: 09/23/02

**TC02-117 In the Matter of the Request of Dickey Rural Telephone Cooperative for Certification Regarding its Use of Federal Universal Service Support.**

On September 3, 2002, Dickey Rural Telephone Cooperative (Dickey Rural Cooperative) provided information constituting Dickey Rural Cooperative's plan for the use of its federal universal service support and to otherwise verify that Dickey Rural Cooperative will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 09/03/02  
Intervention Deadline: 09/13/02

**TC02-118 In the Matter of the Request of Dickey Rural Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On September 3, 2002, Dickey Rural Communications, Inc. (Dickey Rural Communications) provided information constituting Dickey Rural Communications's plan for the use of its federal

universal service support and to otherwise verify that Dickey Rural Communications will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 09/03/02  
Intervention Deadline: 09/13/02

**TC02-119 In the Matter of the Request of Interstate Telecommunications Cooperative, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On September 3, 2002, Interstate Telecommunications Cooperative, Inc. (Interstate) provided information constituting Interstate's plan for the use of its federal universal service support and to otherwise verify that Interstate will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 09/03/02  
Intervention Deadline: 09/13/02

**TC02-120 In the Matter of the Application of Inter-Tel NetSolutions, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Application by Inter-Tel NetSolutions, Inc. to provide resold interexchange telecommunications services in South Dakota. The applicant intends to provide services only to business customers of its affiliates and its parent Inter-Tel and residential services to its employees and employees of its customers, affiliates and Inter-Tel.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/04/02  
Intervention Deadline: 09/20/02

**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>**

**Sent Event (Event Failed)**

Date:	10/11/2002	TC02-115	Time:	11:56 AM
Recipient:	Merbeth, Russell		Fax Number:	+1 (972) 458-7046
Type:	Fax		Status:	<u>Failed</u>
Pages Sent:	0			

**Sent Event (Event Succeeded)**

Date:	10/11/2002	Time:	1:46 PM	
Recipient:	Merbeth, Russell		Fax Number:	+1 (214) 646-2314
Type:	Fax		Status:	Completed
Pages Sent:	9			

**South Dakota Public Utilities Commission Meeting**  
Thursday, October 17, 2002; 9:00 - 11:30 A.M.  
State Capitol Building, Room 412  
Pierre, South Dakota

*NOTE: If you wish to join this meeting by conference call, please contact the Commission at 605-773-3201 by 5:00 p.m. on October 16, 2002.*

*NOTE: Notice is further given to persons with disabilities that this Commission meeting is being held in a physically accessible place. If you have special needs, please notify the Commission and we will make all necessary arrangements.*

## **AGENDA OF THE MORNING COMMISSION MEETING**

### Natural Gas

1. NG02-007 IN THE MATTER OF THE FILING BY MIDAMERICAN ENERGY COMPANY FOR APPROVAL OF CONTINUATION OF THE IGSP. (Staff Analyst: Dave Jacobson, Staff Attorney: Kelly Frazier.)

On August 27, 2002, the Commission received an application by MidAmerican Energy to Continue its Incentive Gas Supply Procurement Program (IGSP). This program was initially approved by the Commission for a three-year period in 1995, and was approved with modifications for a second three-year period in 1999. This filing proposes to further extend application of the plan, with modifications, to be effective through October 31, 2005. The IGSP compares actual gas supply costs to a benchmark and allows for a sharing of the difference between ratepayers and MidAmerican Energy.

*TODAY, shall the Commission approve MidAmerican's request for Continuation of its Incentive Gas Supply Procurement Program?*

Adjourning until 1:30 P.M.

**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 IONEX )</b>	
<b>COMMUNICATIONS NORTH INC. )</b>	<b>TC02-115</b>

On September 3, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Ionex Communications North, Inc. (Ionex) and Qwest. The is made to utilize the Bill and Keep Compensation Mechanism as set forth in Attachment 1, attached to the Amendment.

On September 5, 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 September 23, 2002, to do so. No comments were filed.

At its duly noticed October 17, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Ionex. 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

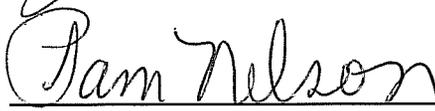
ORDERED, that the Commission approves the negotiated amendment to the agreement as described herein.

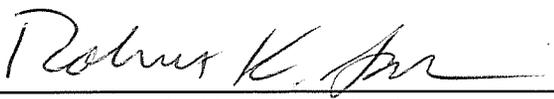
Dated at Pierre, South Dakota, this 28<sup>th</sup> day of October, 2002.

<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>Tina Douglas</u>
Date: <u>October 28, 2002</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

  
\_\_\_\_\_  
JAMES A. BURG, Chairman

  
\_\_\_\_\_  
PAM NELSON, Commissioner

  
\_\_\_\_\_  
ROBERT K. SAHR, Commissioner