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July 7, 2006

NEXT DAY DELIVERY

Patty Van Gerpen, Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre SD 57501-5070

RECEIVED
JUL 10 2006
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Alltel Communications and its wholly owned subsidiary WWC License, LLC –
Arbitration consolidation
SDPUC Docket File Numbers TC 06-036 thru TC 06-042

Dear Ms. Van Gerpen:

Enclosed for filing please find WWC's Brief in Response to Golden West Companies' Motion Seeking Order Requiring Payment of Interim Compensation. I have enclosed the original plus ten copies. It is my understanding the Commission will not hear this matter at its regular meeting on July 11, 2006. However, I wanted to file the brief so it is of record and in the file should the Commission decide to later hear Golden West Companies' motion or so it is part of the file when the file is transferred to the Office of Hearing Examiners.

Please let me know if you have any questions.

Sincerely,



Talbot J. Wiczorek

TJW: klw

Enclosure

c: Meredith Moore via email
Paul Schudel via email
Sara Greff via email
Rich Coit via email
Clients

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

**RECEIVED
JUL 10 2006
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

IN THE MATTER OF THE PETITIONS)	
OF GOLDEN WEST)	
TELECOMMUNICATIONS)	
COOPERATIVE, INC., ARMOUR)	Docket Nos.
INDEPENDENT TELEPHONE)	TC06-036
COMPANY, BRIDGEWATER-)	TC06-037
CANISTOTA INDEPENDENT)	TC06-038
TELEPHONE COMPANY, KADOKA)	TC06-039
TELEPHONE COMPANY, SIOUX)	TC06-040
VALLEY TELEPHONE COMPANY,)	TC06-041
UNION TELEPHONE COMPANY OF)	TC06-042
HARTFORD, VIVIAN TELEPHONE)	
COMPANY FOR ARBITRATION)	
PURSUANT TO THE)	
TELECOMMUNICATIONS ACT OF)	
1996 TO RESOLVE ISSUES RELATING)	
TO INTERCONNECTION)	
AGREEMENTS WITH WWC LICENSE)	
L.L.C.)	

**WWC'S BRIEF IN RESPONSE TO GOLDEN WEST COMPANIES' MOTION
SEEKING ORDER REQUIRING PAYMENT OF INTERIM COMPENSATION¹**

As illustrated by paragraphs 1, 2, and 3 of the Golden West Companies' motion, the relevant history with respect to the issues presented by the motion is that on October 21, 2005, Alltel terminated the former interconnection agreement and the termination was effective on December 31, 2005. Contemporaneous with the termination notice, Alltel also submitted bona fide requests to the Golden West Companies for negotiation of new interconnection agreements. Reciprocal compensation payments and obligations under the former interconnection agreements then ceased at the time of the termination of the former agreements.

¹ The filing of this brief should not be deemed or considered a waiver or agreement that this matter be heard by the Commission. WWC contends that since the election of a Hearing Officer is a matter of right under SDCL 1-26-18.3, that upon the filing of such a request all matters and motion should be heard by the Office of Hearing Examiners preliminarily with the Commission's right to modify, accept or reject the final decision and findings.

That FCC rule clearly provides that “(a) **Upon request** from a telecommunications carrier...” and “(b) **Upon receipt of a request** as described in paragraph (a) of this section, an incumbent LEC must, without unreasonable delay, establish an interim arrangement for transport and termination of telecommunications traffic at symmetrical rates.” 47 C.F.R. 51.715 (emphasis supplied). Movants have not contended that they have requested or that Alltel has received a request for interim compensation until the Motion. Rather, the Motion readily admits that “... interim compensation ... was never raised as an issue during the course of negotiations between the parties or otherwise”. (Golden West Motion paragraph 7). Very simply, having not asked for interim compensation until filing the Motion, interim compensation is not owed and the parties remained under a bill and keep arrangement until June 16, 2006, the date the request set forth in the Motion was received.

Now that the request in the Motion has been provided and received, the issue becomes what interim compensation rates should be effective as of June 16, 2006 subject to true up to the final compensation arrangement determined in this proceeding, which, as demonstrated in the Alltel response to the petition, should be bill and keep as required by FCC rules. The most practical resolution at this time is that the Commission simply determine that the final compensation mechanism that will result from this arbitration will be effective retroactive to June 16, 2006, and not attempt to determine interim rates at this time or, alternatively, conclude that the interim rates will be a continuation of the present bill and keep arrangement.

For the Commission to determine interim rates, other than bill and keep, at this time, it must do so in accordance with FCC rules. While the Golden West Companies have proposed interim rates, the proposal is only partially compliant with FCC rules. The Golden West Companies have proposed rates for transport and \$.004 for end office

of traffic that the Golden West Companies acknowledge does not comply with actual traffic routes for the delivery of traffic from WWC License, LLC.⁷

As Movants have not provided sufficient information to justify their proposed transport rates, the Commission, as described above, should simply acknowledge that the ultimate result of the arbitration will be effective as of June 16, 2006, the date of Movants' request for interim compensation, and order interim rates based on the current bill and keep arrangement. At the conclusion of this proceeding, the parties would then true up, make applicable, the final result of the arbitration back to the date of the Motion's request for interim rates, June 16, 2006.

Moreover, if the Commission moves forward in determining interim compensation, the Commission must provide that compensation be symmetrical. 47 C.F.R. 51.715. This obligation also makes it conducive to provide for a retroactive application of a final arbitrated rate rather than interim payments because, historically, the symmetric rate on traffic delivered from the ILEC to WWC has been provided through a reciprocal compensation credit. Thus, short of a determination of what that credit amount should be or a provision of how that traffic should be calculated, the rates would not be considered symmetrical. Further, the presumption is that the traffic is in balance in any case absent proof by the Golden West Companies that it is not. Thus, under the requirement that rates be symmetric, any amount owed as interim compensation would be totally offset short of a complete analysis as to the value of current traffic exchanged. That information has not been provided and likely could not be provided much earlier than the scheduled hearing in this matter.

⁷ In *WWC License, LLC v. Golden West, et al*, CT 05-001, the Golden West Companies have calculated transport from the SDN switch while acknowledging that WWC actually delivers traffic through Qwest and the true mileage from the meet point is significantly less based on the actual route of the traffic.

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

In the Matter of the Petitions of Armour
Independent Telephone Company,
Bridgewater-Canistota Telephone
Company, Golden West
Telecommunications Cooperative, Inc.,
Kadoka Telephone Company, Sioux Valley
Telephone Company, Union Telephone
Company, and Vivian Telephone Company
(collectively the "Golden West
Companies") for Arbitration Pursuant to the
Telecommunications Act of 1996 to
Resolve Issues Relating to Interconnection
Agreements with WWC License L.L.C.
("Western Wireless").

Docket Nos.

TC06-036
TC06-037
TC06-038
TC06-039
TC06-040
TC06-041
TC06-042

CERTIFICATE OF SERVICE

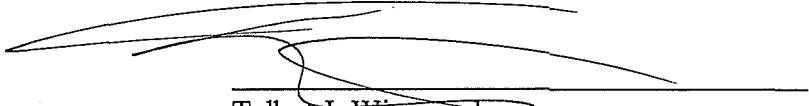
I hereby certify that a true and correct copy of the foregoing WWC'S BRIEF IN RESPONSE TO GOLDEN WEST COMPANIES' MOTION SEEKING ORDER REQUIRING PAYMENT OF INTERIM COMPENSATION was served electronically and by first-class U.S. Mail, postage paid, on the 7 day of July, 2006, addressed to:

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