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January 7, 2002

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

Re: Filing of Amendment to the Interconnection Agreement between TW Wireless, L.L.C. and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are originals and ten (10) copies of Amendment to the Interconnection Agreement between TW Wireless, L.L.C. ("TW") and Qwest Corporation ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between TW and Qwest which was approved by the Commission effective February 11, 2000 in Docket No. TC99-123.

The Amendment is made in order to add terms and conditions for the Single Point of Presence ("SPOP") in the LATA, as set forth in Attachment 1 and Exhibit A attached to the Amendment and incorporated therein.

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

Sincerely yours,

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

Tom Welk

Thomas J. Welk

TJW/vjj
Enclosures

cc: Mr. Rick Hagan, President (TW Wireless) (enclosure letter only)
Ms. Colleen Sevold
Mr. John Love (enclosure letter only)

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Amendment to the Interconnection Agreement
Between
TW Wireless, L.L.C. and
Qwest Corporation
For the State of South Dakota**

This Amendment ("Amendment") is made and entered into by and between T W Wireless, L.L.C. ("WSP") and Qwest Corporation.

WHEREAS, WSP and Qwest entered into an Interconnection Agreement ("the Agreement") for service in the state of South Dakota that was approved by the South Dakota Public Utilities Commission ("Commission") on February 11, 2000; and

WHEREAS, WSP and Qwest desire to amend the Agreement by adding 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.

This Amendment is made in order to add terms, and conditions for Single Point of Presence ("SPOP") in the LATA as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

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, WSP must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. WSP will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. 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.

T W Wireless, L.L.C.

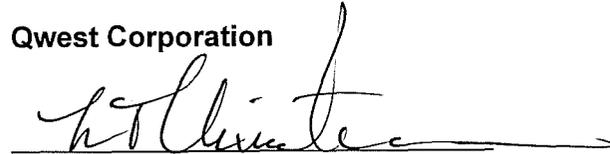

Authorized Signature

Rick Hague
Name Printed/Typed

President
Title

11/24/01
Date

Qwest Corporation


Authorized Signature

L. T. Christensen
Name Printed/Typed

Director – Business Policy
Title

11/6/01
Date

Attachment 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS)/Type 2 Interconnection trunking option that allows WSP to establish one physical point of presence in the LATA in Qwest's territory. Qwest and WSP may then exchange traffic at the SPOP utilizing trunking as described following.

1.1 By utilizing SPOP in the LATA, WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the WSP's physical point of presence.

1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

1.3 Where there is a Qwest local tandem serving an end office that WSP intends to terminate traffic, the following conditions apply:

1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem, subject to the 512 CCS rules. Alternatively, the WSP may choose to use the Qwest access tandem for local traffic in those circumstances where the traffic volumes (less than 512 CCS) do not justify direct connection to the Qwest local tandem. When there is a DS1's worth of local traffic (512 CCS) between the WSP's SPOP and those Qwest end offices subtending a Qwest local tandem, WSP will order a direct trunk group to the Qwest local tandem.

1.3.1.1 When a WSP has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the WSP may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The WSP will be required to submit an electronic letter on WSP letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the WSP specific NPA-NXXs for the local tandems. In addition, WSP will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.

1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

1.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4 Where there is no Qwest local tandem serving a Qwest end office, WSP may choose from one of the following options:

1.4.1 A two-way WSP LIS/Type 2 trunk group to the Qwest access tandem for WSP traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.2 A two-way WSP LIS/Type 2 trunk group to the Qwest access tandem for WSP Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.2.1 If the WSP uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.

1.4.3 A one-way terminating WSP LIS/Type 2 trunk group to the Qwest access tandem for WSP traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.4 WSP may utilize a one-way LIS/Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.4.1 If WSP orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS/Type 2 trunk group, Qwest, at WSP's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. WSP should apportion per minute of use (MOU) charges appropriately.

1.5 WSP must have SS7 functionality to use SPOP in the LATA.

Qwest assumes WSP will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, WSP must order LIS/Type 2 trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, the WSP must order LIS/Type 2 trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the WSP accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a

multi-access tandem LATA. Should the WSP not be utilizing the option of interconnecting at the access tandem for local, due to low volume of local traffic under the circumstances described in 1.3.1, WSP needs trunking only to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

1.6 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

1.7 SPOP in the LATA cannot be used in conjunction with existing WSP LIS/Type 2 trunking that connects to Qwest's end office switches with tandem functionality.

1.8 Ordering

1.8.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

1.8.2 WSP will issue ASRs to disconnect/new connect existing access tandem trunk groups to convert them to SPOP trunk groups.

1.8.3 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must carry "SPOLATA ."

EXHIBIT A
SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for WSP to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

WSP certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which WSP seeks a waiver. Or, if WSP does originate such traffic, that WSP will route such traffic to a Non-Qwest network. In addition, WSP certifies that it has no end users in the serving area of the Qwest Access Tandem for which WSP seeks a waiver.

WSP will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, WSP will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should WSP desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem. Additionally, should WSP desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem.

Under this waiver any WSP originated traffic destined for an end office subtending a Qwest tandem under this waiver will be billed separately, by Qwest to WSP, via a manual bill.

Misrouted usage under this waiver will be billed, a penalty of \$.21 per MOU.

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement. Nothing in this provision affects or alters in any way WSP's obligation to pay the rates, the manual handling fee, and the late payment charges specified above for misrouted traffic.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of January 3, 2002 through January 9, 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 filing. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT02-001 **In the Matter of the Complaint filed by Rich Widman, Brookings, South Dakota, against Sprint Communications Company L.P. Regarding Continuous Disconnects and Poor Service.**

Complainant states that his business 800# has been disconnected by Sprint every month since October 2001. Complainant has his account set up for automatic payment each month by Sprint accessing his credit card. Each month Sprint informs him that the problem will be fixed. Complainant was told he would be given a \$25.00 credit which he has never received. Complainant requests that Sprint pay him \$5,000.00 for his time, lost business income, lost clients, stress and for being told three times that he would not lose service again. Complainant would also like the Public Utilities Commission to fine Sprint in the amount the Commission deems necessary to ensure that Sprint does not treat any other customer in a way that he has been treated.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/04/02
Intervention Deadline: N/A

CT02-002 **In the Matter of the Complaint filed by Mark and Joi Hasz, Menno, South Dakota, against MCI WorldCom Regarding False and Misleading Rate Information.**

Complainants allege that they did not receive the rates for long distance services that were quoted by the telemarketer. They allege that they would not have switched their phone services if they had been provided correct rate information. The complainants are requesting to have the switching fees for two lines for instate and out of state long distance services, totaling \$20.00 refunded and to have all MCI charges cancelled.

Staff Analyst: Charlene Lund
Staff Attorney: Kelly Frazier
Date Docketed: 01/04/02
Intervention Deadline: N/A

CT02-003 **In the Matter of the Complaint filed by Linda Barker, Sioux Falls, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Increased Rates and Failure to Disconnect.**

Complainant states that when she transferred her long distance service from AT&T to MCI, it was her understanding that her entire account would be canceled. Complainant's calling card was not canceled by AT&T and when the card was used by her son, the calls were carried by AT&T and the complainant was charged much higher rates than what she had originally agreed to pay when she accepted the calling card. Complainant was not notified that the card would not be canceled nor was she notified that her rates would increase. Complainant requests that AT&T lower the rate on her bill to .25 per minute as this was the rate she was told she would pay when she agreed to the card. She also feels that consumers should be notified by AT&T prior to raising their rates. Complainant would like the Public Utilities Commission to support legislation in the South Dakota Legislature to notify consumers when long distance companies or calling card companies change long distance

rates on existing plans without notifying consumers.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/09/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-001 In the Matter of the Filing for Approval of an Amendment to a Wireless Interconnection Agreement between Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless, as Successor-in-Interest to CommNet Cellular, Inc.

On January 3, 2002, the Commission received for approval a filing of an Amendment to Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and Cellco Partnership d/b/a Verizon Wireless (VZW) for the State of South Dakota. According to the parties the Agreement is a negotiated agreement and the Amendment is made to implement the requirements of the 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. 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 January 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: 01/03/02
Initial Comments Due: 01/23/02

TC02-002 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 VarTec Telecom, Inc.

On January 7, 2002, the Commission received for approval a Filing of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and VarTec Telecom, Inc. (VarTec) for the State of South Dakota. According to the parties, the Agreement is a negotiated agreement which 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 telecommunications services available for resale within the geographical areas in which both parties are providing local exchange services at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications 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 January 28, 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: 01/07/02
Initial Comments Due: 01/28/02

TC02-003 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and McLeodUSA Telecommunications Services, Inc. (McLeod). According to the parties, the agreement is a negotiated agreement and is made in order to add to

the agreement the terms, conditions and charges for CLEC-to-CLEC Cross-Connections 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 January 29, 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: 01/09/02
Initial Comments Due: 01/29/02

TC02-004 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Integra Telecom of South Dakota, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Integra Telecom of South Dakota, Inc. (Integra). According to the parties, the agreement is a negotiated agreement and is made in order to add terms, conditions and rates for Enhanced Extended Loop to the agreement, as set forth in Attachment 1 and Exhibits A, B and C 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 January 29, 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: 01/09/02
Initial Comments Due: 01/29/02

TC02-005 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and TW Wireless, L.L.C. (TW Wireless). According to the parties, the agreement is a negotiated agreement and is made in order to add terms and conditions for the Single Point of Presence (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 January 29, 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: 01/09/02
Initial Comments Due: 01/29/02

TC02-006 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Midcontinent Communications, Inc. (Midcontinent). According to the parties, the agreement is a negotiated agreement and is made in order to add the terms and conditions for Single Point of Presence 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 January 29, 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: 01/09/02

Initial Comments Due: 01/29/02

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**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 TW WIRELESS,)	
L.L.C.)	TC02-005

On January 9, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between TW Wireless, L.L.C. (TW Wireless) and Qwest. The amendment is made in order to add terms and conditions for the Single Point of Presence (SPOP) in the LATA, as set forth in Attachment 1 and Exhibit A attached to the Amendment.

On January 10, 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 January 29, 2002, to do so. No comments were filed.

At its duly noticed February 5, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and TW Wireless. 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 8th day of February, 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>Helaine Kolbo</i></u>
Date: <u>2/11/02</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, Commissioner