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November 12, 2002

RECEIVED

NOV 14 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 LIS Inter Local Calling Area Facility Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. (f/k/a Dakota Telecom, Inc.) and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

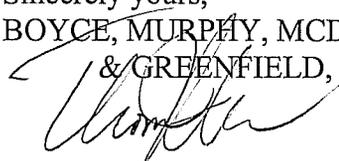
Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are the original and ten (10) copies of the LIS Inter Local Calling Area ("LCA") Facility Amendment to the Interconnection Agreement between McLeodUSA Telecom Development, Inc. f/k/a Dakota Telecom, Inc., n/k/a PrairieWave Telecommunications, Inc. ("PrairieWave") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between McLeodUSA Telecom Development, Inc. (f/k/a Dakota Telecom, Inc.) and Qwest Corporation which was approved by the Commission effective October 21, 1998 in Docket No. TC97-126.

This amendment is made in order to add to the Agreement the terms, conditions and rates for LIS Inter Local Calling Area (LCA) Facility as set forth in Attachment 1, attached to the Amendment and incorporated therein.

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

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



Thomas J. Welk

TJW/vjj
Enclosures

cc: Mr. William Heaston – McLeod (enclosure letter only)
Ms. Lorraine Harding – McLeod (enclosure letter only)
Ms. Colleen Sevold
Ms. Luba Hromyk (enclosure letter only)

**LIS Inter Local Calling Area (LCA) Facility Amendment
To the Interconnection Agreement**

between

Qwest Corporation

and

PrairieWave Telecommunications, Inc.

in the State of South Dakota

RECEIVED

NOV 14 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This is an Amendment ("Amendment") to the Interconnection Agreement between PrairieWave Telecommunications, Inc. ("CLEC") and Qwest Corporation ("Qwest"), a Colorado corporation.

RECITALS

WHEREAS, ("CLEC") acquired the stock of McLeodUSA Telecom Development, Inc. (fka Dakota Telecom, Inc.) ("MTD") and assumed all of MTD's obligations under the Interconnection Agreement between MTD and Qwest that was approved by the South Dakota Public Utilities Commission on October 21, 1998 (Docket No. TC97-126); and

WHEREAS, pursuant to Section 36.33 of the Interconnection Agreement, Qwest has consented to the transfer of the Interconnection Agreement to CLEC; and

WHEREAS, the Parties wish to amend the Interconnection Agreement 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

This Amendment is made in order to add to the Agreement the terms, conditions and rates for LIS Inter Local Calling Area (LCA) Facility as set forth in Attachment 1, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; 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. Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be 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.

PrairieWave Telecommunications, Inc.

Craig A. Anderson
Signature

CRAIG A ANDERSON
Name Printed/Typed

CEO
Title

10-10-02
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Business Policy
Title

10/15/02
Date

ATTACHMENT 1

LIS Inter Local Calling Area (LCA) Facility

- 1.1 CLEC may request Qwest-provided facilities to transport Exchange Service EAS/Local Traffic from a virtual local POI ("Local VPOI") in a Qwest local calling area to a POI located in an EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS InterLocal Calling Area (LCA) facilities.
- 1.2 The actual origination of the LIS InterLCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where CLEC has a physical presence and has established the distant POI.
- 1.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with the Interconnection Agreement currently in effect.
- 1.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles, in accordance with the Interconnection Agreement currently in effect, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 1.5 Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by Qwest to transport Qwest-originated traffic to CLEC, in accordance with the Interconnection – Reciprocal Compensation Section of the Agreement. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLCA facility that exceeds twenty (20) miles in length.
- 1.6 In addition, CLEC may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CLEC will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CLEC chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.
- 1.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.
- 1.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.
- 1.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of November 14, 2002 through November 20, 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

ELECTRIC

EL02-024 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Otter Tail Power Company filed a petition for approval of proposed changes to its standard Municipal Contract form. The form currently used may create deviations from Otter Tail's Outdoor Lighting Tariff. The changes proposed in this filing would create a standard form, which will be consistent among the three states in which Otter Tail provides retail electric service.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 11/15/02
Intervention Deadline: 12/06/02

NATURAL GAS

NG02-009 In the Matter of the Application of Berkland Organization, Yankton, South Dakota, for a Master Metering Variance Request for an Apartment Building Located at 110 West 6th Street, Yankton, South Dakota.

Application by Berkland Organization, represented by Dennis K. Berkland, requesting a variance to Master Metering Rules pursuant to ARSD 20:10:26, for property located at 110 W. 6th St., Yankton, South Dakota. Mr. Berkland is renovating the heating system of the triplex in question and wishes it to be served by one natural gas meter instead of the existing three.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 11/20/02
Intervention Deadline: 12/06/02

TELECOMMUNICATIONS

TC02-185 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc.

On November 14, 2002, the Commission received a filing of LIS Inter Local Calling Area Facility Amendment to the Interconnection Agreement between Qwest Corporation f/k/a U S WEST (Qwest) and PrairieWave Telecommunications, Inc. f/k/a McLeodUSA Telecom Development, Inc. f/k/a Dakota Telecom, Inc. According to the parties, this is an Amendment to the Interconnection Agreement approved by the Commission in Docket TC97-126, effective October 21, 1998. The Interconnection Agreement in TC97-126 was originally between U S WEST Communications, Inc.,

Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. U S WEST subsequently changed its name to Qwest. Dakota Telecom, Inc. subsequently changed its name to McLeodUSA Telecom Development, Inc. and again changed its name to PrairieWave. Dakota Telecommunications Systems, Inc. is not a party to the November 14, 2002, filing. According to the parties, the Amendment is made in order to add to the agreement the terms, conditions and rates for LIS Inter-Local Calling Area (LCA) Facility 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 December 4, 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: 11/14/02

Initial Comments Due: 12/04/02

- TC02-186 In the Matter of ACS Systems, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-187 In the Matter of America's Tele-Network Corp. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-188 In the Matter of Big Planet, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-189 In the Matter of Capsule Communications, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-190 In the Matter of CEO Telecommunications, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-191 In the Matter of Cybertel Communications Corp. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-192 In the Matter of EqualNet Corporation Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-193 In the Matter of Federal TransTel, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-194 In the Matter of Global TeleLink Services, Inc. d/b/a South Dakota GTS Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-195 In the Matter of IPVoice Communications, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-196 In the Matter of Maxtel USA, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**

- TC02-197 In the Matter of NeTel, Inc. d.b.a Tel3 Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-198 In the Matter of NTERA, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-199 In the Matter of Pac-West Telecomm Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-200 In the Matter of Premiere Network Services, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-201 In the Matter of RapTel Communications, LLC Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-202 In the Matter of Sterling Time Company Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-203 In the Matter of StormTel, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-204 In the Matter of TalkNow, Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-205 In the Matter of United Services Telephone, LLC Failure to Submit a Report and Pay the Gross Receipts Tax.**
- TC02-206 In the Matter of West End Communications Inc. Failure to Submit a Report and Pay the Gross Receipts Tax.**

The above companies shall appear on 12/19/02, at 10:00 a.m. in the Cactus Conference Room, State Capitol Building, Pierre, South Dakota, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Finance Officer: Terri Iverson
Staff Attorney: Karen Cremer
Date Docketed: 11/15/02
Hearing Date: 12/19/02

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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 PRAIRIEWAVE)	
TELECOMMUNICATIONS, INC.)	TC02-185

On November 14, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between PrairieWave Telecommunications, Inc. (PrairieWave) and Qwest. The amendment is made in order to add to the agreement the terms, conditions and rates for LIS Inter Local Calling Area (LCA) Facility as set forth in Attachment 1, attached to the amendment.

On November 21, 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 December 4, 2002, to do so. No comments were filed.

At its duly noticed February 20, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and PrairieWave. 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 7th day of March, 2003.

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>Alaine Kelso</i></u>
Date: <u>3/10/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner