

In the Matter of _____ **IN THE MATTER OF THE FILING FOR APPROVAL OF AN INTERCONNECTION AGREEMENT BETWEEN MCLEODUSA TELECOMMUNICATIONS SERVICES, INC. AND MIDCONTINENT COMMUNICATIONS, INC.** _____

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/2 03	<i>Filed and Docketed;</i>
4/3 03	<i>Copy filed;</i>
5/16 03	<i>Order Approving Agreement;</i>
5/16 03	<i>Docket Closed.</i>



April 1, 2003

RECEIVED

APR 02 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Ms. Pam Bonurd
Executive Director
South Dakota Public Utility Commission
500 E. Capital Ave.,
Pierre, South Dakota 57501

Re: Requesting approval of an Interconnection Agreement between Midcontinent Communications Investor LLC, Managing Partner of Midcontinent Communications and McLeodUSA Telecommunications Services, Inc.

Dear Ms. Bonurd,

Enclosed are an original and ten (10) copies of the executed Interconnection Agreement. McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") respectfully requests approval of the attached Interconnection Agreement between two Competitive Local Exchange Companies ("CLEC"), Midcontinent Communications Investor LLC, Managing Partner of Midcontinent Communications ("Midcontinent") and McLeodUSA.

This is an interconnection agreement between two Competitive Local Exchange Carriers ("CLEC"). This agreement addresses the type of traffic and rates to be exchanged between the Parties, and the responsibilities of the Parties regarding billing, payment and interconnection.

Please file stamp the extra copy of this letter and return it in the enclosed self-addressed envelope. If you have any questions, please do not hesitate to contact me at (319) 790-2250.

Truly yours,

Julia Redman-Carter
Manager

Enclosure

Cc: Mary Lohnes (letter only)

RECEIVED

APR 02 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

INTERCONNECTION AGREEMENT

between

MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

and

MIDCONTINENT COMMUNICATIONS

for

SOUTH DAKOTA

INTERCONNECTION AGREEMENT

This Interconnection Agreement, made as of the 25th day of March, 2003, is between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Midcontinent Communications ("Midcontinent").

I. RECITALS

Pursuant to this Interconnection Agreement ("Agreement"), McLeodUSA and Midcontinent (collectively, "the Parties") will interconnect their networks to one another within the Midcontinent service areas. This Agreement includes terms, conditions for such network interconnection.

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which the parties agree to provide interconnection and the exchange of local and long distance toll traffic between Midcontinent and McLeodUSA in the co-served service areas. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

III. DEFINITIONS

- A. "Act" means the Communications Act of 1934 (47 U.S.C. § 151, et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted judicially and in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.
- B. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.
- C. "Commission" means the South Dakota Public Utilities Commission.
- D. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.

- E. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of telecommunications traffic.
- F. "LIS" is defined as local interconnection services. Only LIS circuits may be used to route Local Traffic (including EAS Traffic) between the Parties. No long distance toll traffic may be routed over LIS circuits.
- G. "Local Traffic" means traffic that is originated by an end user of one Party in an exchange and terminates to an end user of the other Party in the same exchange, or in the local calling area of the exchange in which the caller is located (known as EAS Traffic).
- H. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- I. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- J. "Party" means either Midcontinent or McLeodUSA and "Parties" means Midcontinent and McLeodUSA.
- K. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between Midcontinent and McLeodUSA takes place.
- L. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act).
- M. "Transit Traffic" is traffic that, for purposes of this Agreement only, neither originates nor terminates with the party providing the transit service. Transit traffic does not include switched access traffic, which shall be provided pursuant to each party's access tariffs pursuant to the rates and terms thereof.
- N. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

Reciprocal traffic exchange addresses the exchange of local traffic, IntraLATA or InterLATA toll traffic and Transit Traffic between McLeodUSA end users and Midcontinent end users.

B. Types of Traffic

1. The types of traffic to be exchanged under this Agreement are limited to Local Traffic, IntraLATA or InterLATA toll traffic and Transit Traffic as described above.
2. The traffic not covered by this Agreement includes all other traffic, and certain ancillary traffic such as:
 - a. Directory Assistance (unless under separate agreement)
 - b. Operator call termination (unless under separate agreement)
 - c. 800/888 database dip
 - d. LIDB
 - e. Information services requiring special billing (unless under separate agreement)
 - f. Wireless traffic terminating on either Party's network from a Commercial Mobile Radio Service provider.

C. Ordering

1. When ordering LIS, the ordering Party shall specify on the service order the number of two-way LIS trunks to be interconnected at the POI. LIS trunks may only be used for the routing of Local Traffic.
2. A joint planning meeting will precede McLeodUSA and Midcontinent trunking orders.
3. Due dates for installation of facilities will be determined on an individual case basis.
4. The provisions of Section V.B. will apply.

V. INTERCONNECTION

A. Definition

“Interconnection” is the linking of the Midcontinent and McLeodUSA networks for the mutual exchange of traffic. Interconnection does not include the transport and termination of traffic.

B. Physical Point of Interface (POI)

Each Party is responsible for providing its own facilities, including the cost of those facilities, up to the actual physical POI. The Parties will negotiate the facilities arrangement between their networks and the physical POI.

C. Interconnection Forecasting

1. The Parties agree to meet within thirty (30) days of the approval of the Agreement by the Commission (if submitted) and discuss the use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
2. Each Party shall provide the name of the person to contact for planning, forecasting and trunk servicing purposes.

D. Service Interruptions

1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an “Impairment of Service.”
2. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service. Each Party shall provide a method for receiving trouble reports on a 24-hour basis. A mechanized recording process that is reviewed during normal business hours shall satisfy this requirement.
3. Each Party shall furnish a trouble reporting telephone number.

4. Before either Party reports a trouble condition, they shall use their best efforts to be sure that the trouble is not caused by its own facilities.
 - a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
 - b. The Parties shall cooperate in isolating trouble conditions.

VI. DIALING PARITY

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

VII. NOTICE OF CHANGES

If a Party makes a change in its network that it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party.

VIII. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement.
2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

This Agreement shall become effective on the latter of Commission approval pursuant to Sections 251 and 252 of the Act or April 1, 2003; but the Parties may agree to implement the provisions of this Agreement immediately. The end of the initial term of this Agreement shall be March 31, 2004. The Agreement shall automatically renew for one-year terms unless written notice terminating the Agreement is provided no later than six months before the end of the then-current term. This Agreement shall remain in effect until replaced by another Agreement.

C. Billing and Payment

1. Exchange Service (EAS/Local) Traffic

a. End Office Call Termination

- i. The Parties agree that, 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.
- ii. Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

b. Tandem Switched Transport

For traffic delivered through tandem switch or a switch serving an equivalent geographic area as a tandem switch, as defined by the FCC, the Parties agree that the tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism.

2. Bill and Keep for ISP Bound Traffic:

- a. The Parties agree that ISP-bound traffic is governed by the FCC's Order on Remand and Report and Order (Inter-carrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. 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.

3. Transit Traffic

a. Local Transit Traffic:

The Parties agree that, the local transit traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for local transit traffic. Local Transit Traffic will be handled consistent with EAS/Local Traffic. (See VIII.C.1 of this agreement.)

b. Toll Transit Traffic:

The Parties agree that, the Toll Transit Traffic shall be provided pursuant to each party's access tariffs pursuant to the rates and terms thereof.

4. Toll Traffic

Toll Access Services will be provided pursuant to the party's access tariffs

D. Taxes

Each Party securing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such securing Party (or the providing Party when such providing Party is permitted to pass along to the securing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

E. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts,

volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

F. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.
3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

G. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such

assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

I. Severability

In the event that any one or more of the provisions contained herein shall for any reason be determined to be unenforceable or in conflict with state or federal law in any respect, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

J. Nondisclosure

All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data furnished by one Party to the other Party shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information.

K. Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, including the provisions of Section VIII (J), shall survive the termination or expiration of this Agreement.

L. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"), or in the alternative pursuant to the jurisdiction of the appropriate regulatory agency. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration shall occur in Cedar Rapids, Iowa. Nothing in this Section shall be construed to waive

or limit either Party's right to seek relief from the Commission or the Federal Communications Commission as provided by state or federal law.

No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

M. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and the applicable Iowa law.

N. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

O. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Midcontinent Communications
Mary Lohnes
410 S. Phillips
Sioux Falls, SD 57104

McLeodUSA Telecommunication Services, Inc.
Legal Department
6400 C St SW PO BOX 3177
Cedar Rapids, IA52406

Each Party shall inform the other of any changes in the above addresses.

P. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing matters. Each Party will be solely responsible

for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

Q. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

R. Referenced Documents

All references to Sections and Appendixes shall be deemed to be references to Sections of, and Appendixes to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, McLeodUSA practice, Midcontinent practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, McLeodUSA practice, Midcontinent practice, or publication of industry standards (unless McLeodUSA elects otherwise). Should there be any inconsistency between or among publications or standards, the Parties will discuss any inconsistencies and reach agreement.

S. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or Marks without the prior written approval of the other Party.

T. Amendment

McLeodUSA and Midcontinent may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement which are needed to provide resold services, Points of Interface and reciprocal compensation.

U. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

V. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

W. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

X. Compliance

Each party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

Y. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided

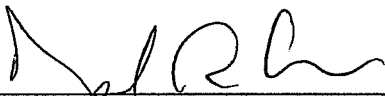
to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

Z. Entire Agreement

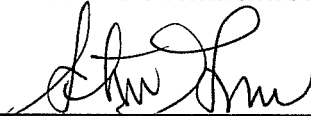
This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

McLeodUSA Telecommunications Services, Inc.

By 
Its VICE PRESIDENT
4/1/03
Date

Midcontinent Communications Investor LLC, Managing Partner of Midcontinent Communications

By 
Its SVP FINANCE
3/25/03
Date

Appendix A
Rates and Charges

Bill and Keep

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 27, 2003 through April 2, 2003

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

ELECTRIC

EL03-013 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between Butte Electric Cooperative, Inc. and Black Hills Power.

On March 28, 2003, Butte Electric Cooperative and Black Hills Power submitted a joint request to the South Dakota Public Utilities Commission for approval of the relocation of an electric service territory boundary located in Section 6, Township 5 North, Range 5 East, Black Hills Meridian, Meade County, South Dakota. The specific impacted properties include the western most portion of Lot 1A, and Lot 1B revised in the Sturgis Industrial Park Subdivision.

Staff Analyst: Michele M. Farris
Staff Attorney: Karen Cremer
Date Docketed: 03/28/03
Intervention Deadline: 04/11/03

TELECOMMUNICATIONS

TC03-062 In the Matter of the Filing by Winstar Communications, LLC for Approval of Relief of Certification Requirement to Post Surety Bond.

In an Order dated May 16, 2002, the Commission granted Winstar Communications, LLC (Winstar) authority to provide interexchange telecommunications services in South Dakota, subject to a continuous \$25,000 surety bond. On March 28, 2003, the Commission received a filing from Winstar requesting relief from the Commission's bond requirement.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 03/28/03
Intervention Deadline: 04/14/03

TC03-063 In the Matter of the Application of Qwest Communications Corporation for an Amended Certificate of Authority to Provide InterLATA Intrastate Telecommunications Services and Operator Services in South Dakota.

Qwest Communications Corporation has filed an application for a Certificate of Authority to provide interexchange telecommunications services and operator services in South Dakota. The applicant intends to provide facilities based and resold interLATA and intraLATA interexchange services for voice and data applications, including 1+ and 10-10-XXXX

outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, calling cards and operator services throughout South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Kelly Frazier
Date Docketed: 04/01/03
Intervention Deadline: 04/18/03

TC03-064 In the Matter of the Filing For Approval of an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Midcontinent Communications, Inc.

On April 2, 2003, the Commission received for approval an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Midcontinent Communications, Inc. According to the parties, this agreement addresses the type of traffic and rates to be exchanged between the parties, and the responsibilities of the parties regarding billing, payment and interconnection. 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 April 22, 2003. 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: 04/02/03
Initial Comments Due: 04/22/03

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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 INTERCONNECTION)	AGREEMENT
AGREEMENT BETWEEN MCLEODUSA)	
TELECOMMUNICATIONS SERVICES, INC.)	TC03-064
AND MIDCONTINENT COMMUNICATIONS,)	
INC.)	

On April 2, 2003, the Commission received for approval a filing of an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Midcontinent Communications, Inc. (Midcontinent).

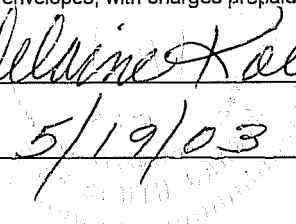
On April 3, 2003, the Commission electronically transmitted notice of the filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until April 22, 2003, to do so. No comments were filed.

At its duly noticed May 6, 2003, meeting, the Commission considered whether to approve the agreement between McLeod and Midcontinent. 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 agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 16th day of May, 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>Neilaine Kelbo</i></u>
Date: <u>5/19/03</u>
 (OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Jay Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner