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July 11, 2003

RECEIVED

JUL 16 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Pam Bonrud, Executive Director
Public Utilities Commission of the State of SD
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Single Point of Presence Amendment to Paging Connection Agreement between WaveSent and Qwest Corporation for the State of South Dakota
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Single Point of Presence Amendment to Paging Connection Agreement between WaveSent, L.L.C. ("WaveSent") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. This is an amendment to the Paging Connection Agreement between WaveSent and Qwest which was approved by the Commission on March 7, 2003 in Docket No. TC03-044.

The Agreement is amended in to include the addition of Single Point of Presence as set forth in Attachment 1 and Exhibit A attached to the Amendment.

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

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj

Enclosures

cc: Joseph B. McNeal - Waveent (enclosure letter only)
Ms. Colleen Sevoid
Mr. John Love (enclosure letter only)

**Amendment To Paging Connection Agreement
Between
WaveSent LLC
And
Qwest Corporation, f/k/a U S WEST Communications, Inc.
For The State of South Dakota**

RECEIVED

JUL 16 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This Amendment is entered into by and between WaveSent LLC ("WaveSent") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest").

RECITALS

WaveSent and Qwest entered into a Paging Connection Agreement for service in the State of South Dakota that was executed on January 2, 2003 ("Agreement"); and

WaveSent and Qwest hereby amend the Underlying 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:

Amendment Terms

The Underlying Agreement is hereby amended to include the addition of Single Point of Presence (SPOP), as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

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

Amendments; Waivers.

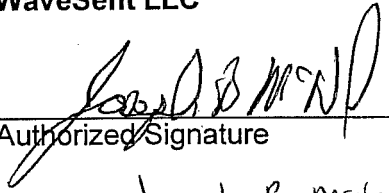
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver 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.

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 and which together shall constitute one and the same instrument.

WaveSent LLC



Authorized Signature
Joseph B. McNeal

Printed Name
Manager

Title
6/24/03

Date

Qwest Corporation



Authorized Signature
L.T. Christensen

Printed Name
Director - Business Policy

Title
6/27/03

Date

ATTACHMENT 1 TO AMENDMENT

Single Point of Presence (SPOP) in the LATA

1.0 Definitions

- 1.1 Entrance Facility (EF)/Channel Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility at rates provided in the underlying agreement. An entrance facility extends from the Qwest Serving Wire Center to Paging Provider's terminal or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. Entrance Facilities may not be used for interconnection with unbundled network elements.
- 1.2 Direct Trunked Transport (DTT)/Dedicated Transport is available between the Serving Wire Center of the POI and Qwest's tandems or end office switches. When DTT is provided to a local or access tandem for Exchange Service EAS/Local Traffic, or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Dedicated transport will be provided at rates and on conditions provided in the Underlying Agreement, subject to the provisions of Section 2.3 below.

2.0 Terms and Conditions

- 2.1 SPOP is only provided in conjunction with Type 2 connection service.
- 2.2 By utilizing SPOP in the LATA, Paging Provider can receive Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic from Qwest's Access Tandem Switches. The SPOP is defined as the Paging Provider's physical point of presence.
- 2.3 SPOP in the LATA includes an Entrance Facility (EF) and DTT/Dedicated Transport options at both a DS1 and DS3 capacity, but not below a DS1 capacity. Entrance Facilities, DTT /Dedicated Transport used to deliver Qwest originated Intra-LATA traffic are provided to Paging Providers at no charge, except for the portion of the facility used to carry Third Party Traffic. Therefore, Qwest shall determine all aspects and elements of the Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, and distance, pursuant to the Delivery of Paging Traffic provisions of the Underlying Agreement.
- 2.4 Where there is a Qwest local tandem serving a rate center to which Paging Provider has assigned a full NXX code, local one way trunking must be requested from that Qwest local tandem by Paging Provider. These trunks will carry Exchange Service EAS/Local traffic only. A separate trunk group from the Qwest access tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

- 2.5 Where there is no Qwest local tandem serving a Qwest end office, Qwest will provision service by means of a one-way Type 2 trunk group from the Qwest access tandem for Paging Provider traffic from 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.
- 2.6 If there is more than one Qwest access tandem within the LATA boundary, Paging Provider may request SPOP and Qwest will route its traffic over Type 2 trunking from each Qwest access tandem to the Paging Provider's terminal or POI in a way that avoids call blocking unless Paging Provider signs a Single Point of Presence Waiver as found in Exhibit A of this amendment. Paging Provider will request trunking from each local tandem serving the rate center it has designated for its NXX codes as listed in the LERG. When there is a DS1 of traffic (512 CCS/Centum Call Second) between a Qwest end office and a Qwest tandem, Qwest may establish a direct trunk group, except for the portion of the facilities used to carry Third Party Traffic, between the Qwest end office and Paging Provider's POI.
- 2.7 Where (Paging Provider) requests trunking for SPOP in the LATA that exceeds fifty (50) miles, Qwest reserves the right to request negotiation of a mid-build meet point.
- 2.8 SPOP in the LATA cannot be used in conjunction with existing Paging Provider Type 2 trunking that connects to Qwest's end office switches with tandem functionality. Where such trunking exists and Paging Provider requests SPOP, the Parties will deactivate the original trunks.
- 2.9 The Type 2 SPOP facility cannot be used to access unbundled network elements.
- 2.10 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in the LATA.

3.0 Ordering

- 3.1 SPOP in the LATA may be requested based on the standard process for paging. See Qwest Product Catalog for Type 2 service.

EXHIBIT A TO AMENDMENT

SINGLE POINT OF PRESENCE WAIVER FOR PAGING PROVIDERS

This Qwest SPOP Waiver only applies to Paging Providers that provide one-way, land-to-mobile service.

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

Paging Provider certifies that it will not establish any NXX codes in a rate center subtending the Qwest Access Tandems for which Paging Provider seeks a waiver.

Paging Provider will notify Qwest of the Qwest access tandems subject to this waiver at the time of requesting trunks required to implement SPOP in the LATA. Paging Provider will provide thirty (30) days written notice to Qwest requesting any changes in the network configuration of the aforementioned access tandems.

If Paging Provider does not request Qwest to provide trunking to a Qwest Access Tandem in a LATA, calls originated from an end office subtending that tandem will not be delivered to Paging Provider on a local basis, but calls will be delivered to Paging Provider on a 1+ (toll) basis.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the Underlying Agreement currently in effect between the Parties will be reinstated.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of July 10, 2003 through July 16, 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

CONSUMER COMPLAINTS

CT03-107 In the Matter of the Complaint filed by Barb Haas on behalf of Jensen Rock & Sand Inc., Mobridge, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that a four-year prepaid long distance service plan was purchased on May 5, 2000, and that a 48-month lease agreement was signed at that time. Service was terminated without notice on June 3, 2003. The Complainant's representative contends that the respondent has failed to provide the contractual services and therefore seeks to have the responsibility to the Lease Company shifted to the Respondent.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-108 In the Matter of the Complaint filed by Kevin Parmely, Wessington, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant represents that he purchased a ten-year prepaid long distance service plan on October 5, 1998. On June 5, 2003, service was terminated without notice. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-109 In the Matter of the Complaint filed by Lavonne Oswald, Mitchell, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant represents that she purchased a six-year prepaid long distance service plan on November 16, 2000. On June 5, 2003, service was terminated without notice. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-110 In the Matter of the Complaint filed by Gerald and Bonnie Larson, Groton, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainants represent that they purchased a ten-year prepaid cellular service plan on December 6, 1996. Service quality has always been poor. The respondent has now cut service, therefore the complainants seek to be reimbursed for three years of prepaid service that has not been provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-111 In the Matter of the Complaint filed by Sandra Schaack, Henry, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant represents that she purchased a seven-year prepaid long distance service plan. In early June service was terminated without notice. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-112 In the Matter of the Complaint filed by David Oliver on behalf of Graham Auto, Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that a four-year prepaid long distance service plan was purchased. Service was terminated without notice after one month of service. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-113 In the Matter of the Complaint filed by David Oliver on behalf of Graham Tire Co., Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that a four-year prepaid long distance service plan was purchased on February 27, 2003. Service was terminated without notice after approximately eight weeks of service. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-114 In the Matter of the Complaint filed by Bart Johnson, Revillo, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant states that he purchased a seven-year long distance service plan and that service was terminated prior to the termination date of the contract. Complainant seeks to be reimbursed for prepaid service not provided plus the interest that was paid for financing the service plan.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-115 In the Matter of the Complaint filed by Richard (Rick) and Carolyn Bieber, Trail City, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainants represent that they purchased a six-year prepaid long distance service plan. On June 5, 2003, the complainants discovered that service had been terminated without notice, three years before the end of the contract. Complainants seek to be reimbursed for the prepaid service not provided or to have service re-established for the balance of the contract.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-116 In the Matter of the Complaint filed by Rodney and Linda Dikoff, Onaka, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainants represent that they purchased a prepaid long distance service plan on December 20, 1999. The contract should have provided service through January 2007. On June 5, 2003, the service was terminated without notice on June 5, 2003. If the Respondent is unable to re-establish service, Complainants seek to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/10/03
Intervention deadline: N/A

CT03-117 In the Matter of the Complaint filed by Jeffrey Pederson on behalf of Hagan Benefits, Inc., Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that on December 10, 2002, a four-year prepaid long distance service plan was purchased from the respondent. Service was established on February 11, 2003. However, two of the lines were not transferred and were billed by the previous carrier at a casual rate. On June 3, 2003, service was terminated without notice. Complainant seeks to be reimbursed for the prepaid service not provided. Complainant also seeks to have the PUC direct the Respondent to pay the previous carrier for the charges on the lines that they failed to transfer and to direct the previous carrier to re-rate the charges to the existing plan rate and to halt all collection activities until this entire matter is resolved.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/11/03
Intervention deadline: N/A

CT03-118 In the Matter of the Complaint filed by Tammy Korpala on behalf of Midland Publishing and Printing, Milbank, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant's representative states that a six-year prepaid long distance service plan was purchased from the respondent. Service was terminated without notice after approximately 10 months of service. Complainant seeks to be reimbursed for the full purchase price of the contract.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 07/16/03
Intervention deadline: N/A

TELECOMMUNICATIONS

TC03-111 In the Matter of the Establishment of Switched Access Revenue Requirement for Cheyenne River Sioux Tribe Telephone Authority.

On July 10, 2003, Cheyenne River Sioux Tribe Telephone Authority, Eagle Butte, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carriers Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 07/10/03
Intervention Deadline: 08/01/03

TC03-112 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and WaveSent, L.L.C.

On July 16, 2003, the Commission received a filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and WaveSent, L.L.C. According to the parties, the Agreement is being amended to include the addition of a Single Point of Presence as set forth in Attachment 1 and Exhibit A, which are attached to the Amendment. The original Agreement was approved on March 7, 2003, in Docket TC03-044. 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 August 3, 2001. 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: 07/16/03
Initial Comments Due: 08/05/03

TC03-113 In the Matter of the Filing by Northern Valley Communications, LLC for Approval of Revisions to its Intrastate Switched Access Tariff.

Northern Valley Communications (NVC) has filed revised pages to NVC's Intrastate Switched Access Tariff No. 1 for Commission approval. Previously, NVC was granted exemption from developing intrastate switched access rates based on company specific costs. NVC's revised tariff rates are based on a statewide average in accordance with ARSD 20:10:27:12.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 07/16/03
Intervention Deadline: 08/01/03

TC03-114 In the Matter of the Application of Yak Communications (America) Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Yak Communications (America) Inc. has filed an application for a Certificate of Authority to provide resold interexchange telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ long distance, 10-10 casual calling services and toll-free services throughout South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Kelly Frazier
Date Docketed: 07/16/03
Intervention Deadline: 08/01/03

**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 A)	AMENDMENT TO
PAGING CONNECTION AGREEMENT)	AGREEMENT
BETWEEN QWEST CORPORATION AND)	
WAVESENT, L.L.C.)	TC03-112

On July 16, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to a paging connection agreement between WaveSent, L.L.C. (WaveSent) and Qwest. The agreement is amended to include the addition of Single Point of Presence as set forth in Attachment 1 and Exhibit A, attached to the amendment.

On July 17, 2003, 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 August 5, 2003, to do so. No comments were filed.

At its duly noticed August 19, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and WaveSent. 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 28th day of August, 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>Delaine Kalbo</i></u>
Date: <u><i>8/29/03</i></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