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In the Matter of ... IN THE MATTER OF THE FILING FOR
 APPROVAL OF AN AMENDMENT TO
 AN INTERCONNECTION AGREEMENT
 BETWEEN QWEST CORPORATION
 AND PRAIRIEWAVE
 TELECOMMUNICATIONS, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
7/17 03	<i>Filed and docketed;</i>
7/24 03	<i>Publicly Filed,</i>
9/23 03	<i>Order Approving Amendment to Agreement;</i>
9/23 03	<i>Docket Closed.</i>

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

JUL 17 2003

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

July 15, 2003

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

Re: Filing of Centralized Message Data System ("CMDS") Hosting and Message Distribution Amendment to the Interconnection Agreement between PrairieWave Telecommunications Services, Inc. and Qwest Corporation
Our File No. 2104.078

Dear Ms. Bonrud:

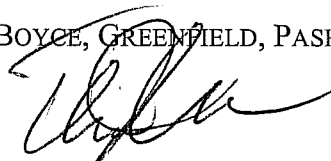
Pursuant to ARSD 20:10:32:21 enclosed for filing are the original and ten (10) copies of the CMDS Hosting and Message Distribution Amendment to the Interconnection Agreement between PrairieWave Telecommunications Services, Inc. ("PrairieWave") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between PrairieWave and Qwest which was approved by the Commission on October 21, 1998 in Docket No. TC97-126.

This amendment is made in order to add the terms, conditions and rates for CMDS Hosting and Message Distribution as set forth in Attachment 1 and Exhibit A, attached to the Amendment and incorporated therein.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj
Enclosures

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

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JUL 17 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

CMDS Hosting and Message Distribution Amendment
to the Interconnection Agreement
Between
PrairieWave Telecommunications, Inc.
and
Qwest Corporation
For the States of Iowa, Minnesota and South Dakota

This Amendment ("Amendment") is made and entered into by and between PrairieWave Telecommunications, Inc. ("CLEC") and Qwest Corporation ("Qwest"). The service(s) described in this Amendment shall be provided in the states of Iowa, Minnesota and South Dakota.

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the states of Iowa, Minnesota and South Dakota which was approved by the respective state commission or utilities board ("Commission/Board"); and

WHEREAS, the Parties wish to amend the Agreement further 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 terms, conditions and rates for Centralized Message Data System ("CMDS") Hosting and Message Distribution as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission/Board 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 Customer 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. Further Amendments

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,

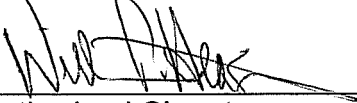
or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

The underlying Agreement as amended herein (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.



Authorized Signature

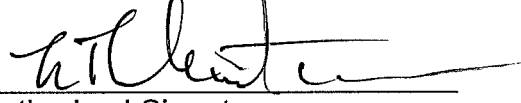
William P. Heaston
VP, Corporate Coun.

Name Printed/Typed

Title

Date 6/30/03

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

Date 7/10/03

ATTACHMENT 1

CMDS HOSTING AND MESSAGE DISTRIBUTION FOR CLECs (In-Region with Operator Services)

1. Scope

CLEC provides telecommunications services within the geographical areas in which Qwest is providing local Exchange Service at that time and for which Qwest is the incumbent Local Exchange Carrier (the fourteen-state Qwest Region). Qwest provides Operator Services to CLEC. Qwest agrees to provide Centralized Message Data Service (CMDS) Hosting and In-Region Message Distribution as described herein to CLEC at rates and charges specified in Exhibit A. CMDS Hosting and In-Region Message Distribution to be provided under this Amendment applies to the distribution of billable records, in Expanded Message Interface ("EMI") format, associated with IntraLATA/Intrastate and IntraLATA/Interstate and Local Messages which originate in one Company and are billed by another Company.

Qwest and CLEC shall exchange revenues associated with local CMDS and In-Region messages. Qwest agrees to remit to CLEC the revenues associated with local Sent Collect messages. CLEC agrees to compensate Qwest for the billing and collection of said messages. CLEC agrees to remit to Qwest the revenues that are associated with local Received Collect messages. Qwest agrees to compensate CLEC for the billing and collection of said messages. The exchange of such revenues and compensation will be billed on CLEC's monthly LEXCIS invoice.

The Parties agree that the settlement of CMDS and In-region IntraLATA/Intrastate and IntraLATA/Interstate messages shall be on a bill and keep basis whereby neither Party will exchange revenues or will compensate the other Party for such messages.

2. Definitions

- a) "Assembling and Editing" is the aggregation of the recorded CLEC message details to create billable records and the verification that the data required for Rating is in accordance with the standard format established by Qwest.
- b) "Alternately Billed" messages are billed through an Operator Service and include messages such as billed to a Third Number, Collect and Calling Card.
- c) "Billing Company" is the company associated with the Revenue Accounting Office ("RAO") of the NPA-NXX of the "Billing Number" in the message.
- d) "Centralized Message Data System (CMDS)" is a system used to exchange "EMI" formatted billing data between the recording/rating company (where the call originates) and the Billing Company when the companies are not located in the same Qwest Geographic Specific Region. This data includes third party number, collect and calling card information.
- e) "Company" maybe any type of LEC.
- f) "Custom Service" includes, but is not limited to, changes, additions or updates requested by CLEC; education classes; assistance in business activities; assistance in the preparation of a user needs document; development and coordination of user specifications.

- g) "Data Transmission" is the sending of message data between Qwest and other RBOC's, Exchange Carriers or CLEC on behalf of another CLEC.
- h) "Earning Company" is the company associated with the RAO of the NPA-NXX of the "From Number" in the message.
- i) "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission/Board.
- j) "Editing and Processing" is the sorting, editing and packing of Sent Collect and Received Collect messages in preparation for distribution via file or tape to the Billing Company.
- k) "Geographic Specific Region" refers to the following grouping of states within Qwest:
Eastern Region: IA, MN, ND, NE, SD
Central Region: AZ, CO, Southern ID, NM, MT, UT, WY
Western Region: OR, WA, Northern ID
- l) "ICB" means a custom process and charge developed on an Individual Case Basis.
- m) "InterLATA Messages" describes telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.
- n) "In-Region" refers to the exchange of Expanded Message Record ("EMI") formatted billing data between the recording/rating company and the Billing Company when the companies are located in the same Qwest Geographic Specific Region. This data includes third party number, collect and calling card.
- o) "LEXCIS" is the Local Exchange Carrier Information System.
- p) "Local Access Transport Area" or "LATA" is as defined in the Act.
- q) "Local Messages" are those messages placed within the EAS/Local areas of the calling party.
- r) "Message Forwarding" is transmitting the recorded messages to CLEC for Rating.
- s) "Rating" of messages is the computing of charges for each message.
- t) "Received Collect" messages are alternately billed messages received by CLEC from Qwest acting as its host.
- u) "Recording or "Record" is entering on magnetic tape, cartridge or other acceptable media, details of CLEC messages originated through Operator Services for which appropriate answer and disconnect supervision has been received.
- v) "Revenue Accounting Office (RAO)" is used for revenue accounting and jurisdictional assessment purposes.
- w) "Sent Collect" messages are alternately billed messages originated by CLEC using a Qwest operator that are to be billed by another Company.

3. Recording Service (Recording And Rating)

The provisioning parameters of Recording and Rating are as follows:

1. Where Qwest provides Operator Services and records the message, it provides Assembling and Editing, and Rating. In the Western Region, Local messages will be forwarded to CLEC for Rating.
2. Recording, Assembling and Editing, and Rating charges will apply to Operator Services messages and will include messages that originate and bill in the CLEC's serving area as well as those messages that are distributed through CMDS and In-Region Hosting.

4. Data Transmission

For messages originated by CLEC (Sent Collect) which are to be distributed to another Company for billing to its end users, Qwest will enter the CLEC messages on a magnetic tape or data file and send them to the Billing Company.

For messages that have originated in another Company's service area and are distributed by Qwest to CLEC (Received Collect) for billing to a CLEC end user, Qwest will enter the messages on a magnetic tape or data file and will send it to CLEC or its agent.

5. Editing and Packing

For files that are sent to Qwest by either CMDS or the other Companies for distribution to CLEC, Qwest will sort the messages, pack the messages in a file for transmission to CLEC, apply the appropriate headers and trailer data and balance for revenue and volume.

6. Message Detail Recovery

If Qwest distributes message detail to CLEC and the data is damaged or destroyed, Qwest will provide the data rewrite to CLEC at its request. Qwest will make commercially reasonable efforts to resend the data within fifteen (15) working days of the request. A charge may be applied for reproduction of message detail lost or misplaced by CLEC after it has been successfully delivered.

All data transmitted or received via CMDS on behalf of CLEC will be retained by Qwest for forty-five (45) calendar days from date of receipt for recovery purposes.

7. Methods and Practices

CMDS Hosting and In-Region Message Distribution will be provided by Qwest and utilized by CLEC in accordance with the methods and practices regularly adopted and applied by Qwest to its own operations during the term of this Amendment.

8. Custom Services

CLEC may request Custom Services pursuant to the Bona Fide Request process (BFR).

9. Rates

The initial Setup for the first state implemented in each Qwest Geographic Specific Region will be charged at the rate set forth in Exhibit A.

Setup fees to implement additional states within the same Geographic Specific Region will be charged at the rate set forth in Exhibit A.

An Administrative Service Fee will be applied for the Recording, Assembly, Editing, Message Forwarding, Message Packing, Data Transmission, and the preparation of monthly statements. The Administrative Service Fee will be charged at the rate set forth in Exhibit A.

10. Rate Changes

The CMDS Hosting and In-Region Message Distribution Rate Schedule set forth in Exhibit A is subject to change by Qwest upon sixty (60) days notice, in writing, to CLEC; provided, that any such subsequent change may not be made more often than once in any calendar year unless otherwise required by an Access Service Tariff/Price List.

**EXHIBIT A
PRICE LIST**

**CMDS AND IN REGION HOSTING MESSAGE DISTRIBUTION
FOR CLECs
WHEN QWEST PROVIDES OPERATOR SERVICES**

SET UP (Non Recurring)	\$10,000
Per First State in Qwest Geographic Specific Region	
Additional State implemented within same Geographic Specific Region	ICB
LOCAL BILLING/COLLECTING/REMITTING FEES	
SENT COLLECT (CLEC pays Qwest)	\$ 0.05 per message
RECEIVED COLLECT (Qwest pays CLEC)	\$ 0.05 per message
ADMINISTRATIVE SERVICE CHARGE	\$150/month
Per Additional Summary Statement or mailing location	\$100/month

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of July 17, 2003 through July 23, 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

CT03-119 **In the Matter of the Complaint filed by Vicky Graves, 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. After two years and seven months, 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: 07/21/03
Intervention deadline: N/A

ELECTRIC

EL03-023 **In the Matter of the Joint Request for an Electric Service Territory Boundary Change between Black Hills Power and Black Hills Electric Cooperative, Inc.**

Black Hills Power and Black Hills Electric Cooperative submitted a joint request to the Commission for approval of the relocation of an electric service territory line located in Sections 22, 26, and 27, Township 10S, Range 4E, Black Hills Meridian, Fall River County, South Dakota. The proposed electric service territory line is as follows: beginning at the northwestern corner of Section 27; then bear south along the western boundary of Section 27 to the southwestern corner of section 27; then bear east along the southern boundary of Section 27; then continue to bear east for 1/2 mile along the southern boundary of Section 26.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 07/23/03
Intervention Deadline: 08/08/03

TELECOMMUNICATIONS

TC03-115 **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc.**

On July 17, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc. According to the parties, the amendment is made in order to add the terms, conditions and rates for CMDS hosting and message distribution as set forth in Attachment 1 and Exhibit A, as 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 August 6, 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: 07/17/03
Initial Comments Due: 08/06/03

TC03-116 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Black Hills FiberCom, L.L.C.

On July 23, 2003, the Commission received a filing for Approval of a Performance Assurance Plan (PAP) Amendment to an Interconnection Agreement between Qwest Corporation and Black Hills FiberCom, L.L.C. According to the parties, the PAP as approved by the Commission and the Performance Indicator Definitions (PIDS) are included as Attachments 1 and 2, respectively, to the filing. The PIDS, as filed, was originally Exhibit B to the Commission approved SGAT. The original Interconnection Agreement was approved by the Commission on January 6, 1999, in Docket TC98-025. 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 12, 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: 07/23/03
Initial Comments Due: 08/12/03

TC03-117 In the Matter of the Filing for Approval of an Amendment to a Paging Connection Agreement between Qwest Corporation and Page Data.

On July 23, 2003, the Commission received a filing for approval of an Amendment to a Paging Connection Agreement between Qwest Corporation and Page Data. According to the parties, the Amendment is made in order to include the addition of Single Point of Presence (SPOP), as set forth in Attachment 1 and Exhibit A, attached to the Amendment. The original Agreement was approved by the Commission on March 7, 2003, in Docket TC03-042. 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 12, 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: 07/23/03
Initial Comments Due: 08/12/03

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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.)	TC03-115

On July 17, 2003, 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 the terms, conditions and rates for CMD5 Hosting and Message Distribution as set forth in Attachment 1 and Exhibit A attached to the amendment.

On July 24, 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 6, 2003, to do so. No comments were filed.

At its duly noticed September 16, 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 23rd day of September, 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>Helaine Kalbo</u>
Date: <u>9/25/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner