

KY/AT

TC02-180

In the Matter of \_\_\_\_\_ IN THE MATTER OF THE FILING OF AN  
 \_\_\_\_\_ AGREEMENT BETWEEN QWEST  
 \_\_\_\_\_ COMMUNICATIONS CORPORATION,  
 \_\_\_\_\_ INCLUDING ITS CONTROLLED  
 \_\_\_\_\_ AFFILIATES AND MCLEODUSA  
 \_\_\_\_\_ TELECOMMUNICATIONS SERVICES,  
 \_\_\_\_\_ INC., INCLUDING MCLEODUSA  
 \_\_\_\_\_ INCORPORATED AND ITS  
 \_\_\_\_\_ CONTROLLED AFFILIATES

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
10/15/02	Received;
11/6/02	Docketed;
11/7/02	Weekly Filing;
1/3/03	Order Funding Filing not Mandatory;
1/3/03	Docket Closed.

**BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.**  
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October 11, 2002

**RECEIVED**

OCT 15 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

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

Re: Qwest/McLeod Agreements

Dear Ms. Elofson:

Qwest Corporation ("Qwest") hereby submits the enclosed contract between Qwest Communications Corporation ("QCC") and McLeodUSA Incorporated ("McLeod") for the information of the Public Utilities Commission of the State of South Dakota ("Commission"). Qwest is providing this contract because it settles ongoing disputes between the parties, including termination of certain contracts between QCC and McLeod previously provided to the Commission. This settlement contract does not contain any provisions pertaining to services provided under Section 251(b) or (c), and thus is not an interconnection agreement that should be filed under Section 252(e).<sup>1</sup> Rather, it is provided here because of its relevance to the now-terminated contracts.

Qwest will continue to cooperate fully with the Commission in this matter. Please contact me if you have any questions, including any concerns that this settlement contract might somehow fall within the definition of an "interconnection agreement" under Section 252(e).

Sincerely yours,

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



Thomas J. Welk

TJW/vjj  
Enclosure

<sup>1</sup> See *In the Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1)*, Memorandum Opinion and Order, FCC 02-276, WC Docket No. 02-89, rel. Oct. 4, 2002, ¶ 8.

**RECEIVED**

OCT 15 2002

AGREEMENTSOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Agreement is made as of the nineteenth day of September, 2002, between Qwest Communications Corporation, including its controlled affiliates (collectively, "QCC") and McLeodUSA Telecommunications Services, Inc., including McLeodUSA Incorporated and its controlled affiliates listed on Schedule I attached hereto (collectively "McLeod").

RECITALS

A. On October 2, 2000, QCC and McLeod entered into that certain Purchase Agreement, pursuant to which QCC committed to make certain dollar amounts of purchases from McLeod through December 31, 2003 (including, without limitation, any actual or alleged supplement thereto or modification or amendment thereof, the "Qwest PA").

B. It has been contended, and Qwest has denied, that the Qwest PA has been amended, modified or supplemented pursuant to one or more oral agreements, understandings or assumptions.

C. On October 2, 2000, QCC and McLeod entered into that certain Purchase Agreement, pursuant to which McLeod committed to make certain dollar amounts of purchases from QCC through December 31, 2003 (including, without limitation, any actual or alleged supplement thereto or modification or amendment thereof, the "McLeod PA").

D. Certain disputes arose between QCC and McLeod under the Qwest PA.

E. On December 31, 2001, QCC and McLeod entered into that certain Confidential Billing Settlement Agreement resolving the disputes under the Qwest PA ("SA").

F. Certain disputes have arisen during 2002, between QCC and McLeod under the Qwest PA, the McLeod PA and the SA.

G. Certain disputes have arisen since December 31, 2001, between QCC and McLeod in connection with billings from McLeod to QCC for switched access, private line and billing services (collectively "Billing Disputes").

H. QCC and McLeod desire to settle disputes and claims that exist between them, including without limitation, claims and disputes arising under or with respect to the Qwest PA, the McLeod PA (including, without limitation, any claim that either the QCC PA or the McLeod PA was amended, supplemented or modified by one or more alleged oral agreements, understandings or assumptions), and the SA, as set forth herein.

AGREEMENT

1. Within four (4) business days of the execution of this Agreement, QCC shall pay to McLeod by wire transfer the sum of Twenty Four Million Nine Hundred Sixty-Five Thousand and No/100 (\$24,965,000.00).

MAC

2. Upon execution of this Agreement:

(a) The Qwest PA shall terminate and be of no further force and effect and all obligations and rights of QCC and McLeod, and each of them, under the Qwest PA are terminated.

(b) QCC acknowledges and agrees that as of the date of this Agreement the purchases by McLeod have met or exceeded the requirements of the McLeod PA and are expected to meet or exceed such requirements for the remainder of its term. The McLeod PA is terminated, is of no further force and effect, and all obligations and rights of QCC and McLeod, and each of them, under the McLeod PA are terminated.

(c) All of the respective rights, obligations and covenants of QCC and McLeod under the SA shall be deemed to have been, and have been, honored, fulfilled or performed as the case may be and the SA shall terminate effective June 30, 2002.

3. In consideration of the payments, covenants, agreements and commitments contained herein, QCC releases, acquits, holds harmless and forever discharges McLeod, its officers, directors, employees, agents, attorneys, successors, assigns, parents, subsidiaries, affiliates, shareholders, partners, insurance companies and bonding companies and each of their directors, officers, agents, attorneys employees and representatives (collectively "McLeod Released Parties") from any and all claims, demands, damages, disputes, actions, causes of action, suits, debts, duties, losses, and obligations of any kind or nature whatsoever, known or unknown, which it has, had or may have that accrued prior to and including June 30, 2002 ("Cut-Off Date") (collectively "QCC Claims") against the McLeod Released Parties, or any of them, including without limitation, QCC Claims arising by reason of, related to, or under: (i) the Qwest PA, (ii) the McLeod PA, (iii) the SA, (iv) the Billing Disputes, (v) the services provided to or obtained from McLeod and payments made to or received from McLeod, (vi) federal and state antitrust laws, (vii) federal and state statutes and administrative rules and regulations, (viii) the Communications Act of 1934, as amended, and (ix) federal and state tariffs; provided, however, the foregoing general release specifically excludes the following: (A) the McLeod Excluded Claims as defined and limited in Section 4 below, and (B) claims by QCC with respect to usage, rates and other billing matters for switched access billed to QCC by McLeod in an amount not to exceed Seven Hundred Twenty-five Thousand, Six Hundred Dollars and No/100 (\$725,600.00).

4. In consideration of the payments, covenants, agreements and commitments contained herein, McLeodUSA Telecommunications Services, Inc., on behalf of itself and the entities listed on Schedule I hereto (collectively "McLeod Releasing Parties") releases, acquits, holds harmless, and forever discharges QCC, its officers, directors, employees, agents, attorneys, successors, assigns, parents, subsidiaries, affiliates, shareholders, partners, insurance companies and bonding companies and each of their directors, officers, agents, attorneys employees and representatives other than Qwest Corporation and its controlled affiliates (collectively "QCC Released Parties") from any and all claims, demands, damages, disputes, actions, causes of action, suits, debts, duties, losses and obligations of any kind or nature whatsoever, known or unknown, which any of them has, had or may have that accrued prior to and including the Cut-Off Date (collectively "McLeod Claims") against the QCC Released Parties, or any of them, including without limitation, claims arising by reason of or under: (i) the Qwest PA, (ii) the McLeod PA, (iii) the SA, (iv) the Billing Disputes, (v) the services provided to or obtained from QCC and payments

made to or received from QCC , (vi) federal and state antitrust laws, (vii) federal and state statutes and administrative rules and regulations, (viii) the Communications Act of 1934, as amended, and (ix) federal and state tariffs; provided, however, the foregoing general release specifically excludes the following: (A) the McLeod Excluded Claims, as defined and limited below, and (B) defenses to claims by QCC with respect to usage, rates and other billing matters for switched access billed to QCC by McLeod in an amount not to exceed Seven Hundred Twenty-five Thousand, Six Hundred Dollars and No/100 (\$725,600.00), if any.

The "McLeod Excluded Claims" means McLeod Claims that (a) arise by reason of, related to, or under amounts billed by QCC to McLeod (but not including any amounts related to service quality performance) between January 1, 2001 and June 30, 2002, (b) arise in the normal course of business consistent with past dealings between McLeod on the one hand and QCC on the other hand (the "Ordinary Course"), (c) are set forth in one or more formal written dispute letters (the "Dispute Letters") submitted to QCC after the date hereof and no later than December 15, 2002, (d) shall not exceed One Million and No/100 Dollars (\$1,000,000.00) in the aggregate with respect to the amount claimed by McLeod in the Dispute Letters and notwithstanding the amount, if any, ultimately recovered from QCC and (e) shall not exceed One Million and No/100 Dollars (\$1,000,000.00) with respect to the amount, if any, ultimately recovered from QCC. McLeod shall be entitled to withdraw or modify McLeod Claims that it has made prior to the date hereof and the definitive statement of McLeod Excluded Claims shall be as set forth in the Dispute Letters, without regard to prior communications between the parties regarding such claims. The parties agree that the McLeod Excluded Claims will be resolved through the normal course dispute resolution process, consistent with the Ordinary Course.

5. The terms, conditions and provisions of this Agreement shall inure to the benefit of, and are binding upon, the respective successors and subsidiaries of QCC and the McLeod, and each of them.

6. QCC and McLeod each represents and warrants, and with respect to subsection (g) below McLeod represents and warrants, that:

- (a) It has full authority and the present ability to perform all of its obligations under this Agreement;
- (b) It has obtained all consents, approvals and authorizations required or necessary in order for it to perform all of its obligations under this Agreement;
- (c) It has all requisite corporate and other legal power and authority to enter into and perform its obligations under this Agreement;
- (d) It will comply with all applicable laws, rules, regulations and orders of all governmental agencies, bodies and other organizations in performing its obligations under this Agreement;
- (e) Other than regulatory approvals and consents previously obtained, no consents, approvals, authorizations or notices from any third parties are required in connection with or for: (i) the performance of its obligations under this Agreement; (ii) the validity and

Initials: QCC NTC McLeod ASD

enforceability of this Agreement; (iii) its execution, delivery and performance of its obligations under this Agreement.

(f) It has not assigned, sold or transferred its right, power or authority to execute and grant the releases and to enter into the covenants and agreements contained herein.

(g) Schedule I lists McLeodUSA Incorporated and all controlled affiliates of McLeodUSA Incorporated.

7. This Agreement constitutes the full, entire and complete understanding and agreement between QCC and McLeod and supersedes any prior understandings, agreements or representations, if any, whether written, oral or otherwise, that relate in any manner whatsoever to any of the subjects of this Agreement.

8. No term or condition of this Agreement, including without limitation, the terms and conditions of this paragraph, may be amended, modified or supplemented and no waivers or consents to departures from any of the terms and conditions of this Agreement shall be effective or of any force or effect other than as shall be set forth in and pursuant to a written instrument signed by both QCC and McLeod. No waiver by either party of any default, misrepresentation or breach of any term or condition of this Agreement, whether intentional or otherwise, will be deemed to extend to any prior or subsequent default, misrepresentation or breach of any term or condition of this Agreement or in any manner affect any rights arising by reason of any such prior or subsequent default, misrepresentation or breach.

9. This Agreement shall be interpreted and construed in accordance with the laws of the state of New York. This Agreement has been jointly drafted by QCC and McLeod and shall not be interpreted in favor of or against either QCC or McLeod.

10. QCC and McLeod have each sought and obtained advice of counsel in negotiating and entering into this Agreement.

11. Any claim, controversy or dispute arising by reason of or under this Agreement, including its enforceability, formation or existence, shall be resolved by means of private, confidential arbitration before a single arbitrator conducted in Denver, Colorado, if initiated by McLeod and in Cedar Rapids, Iowa, if initiated by QCC, under the then-current Commercial Arbitration rules of the American Arbitration Association. The arbitrator shall be an attorney engaged in the practice of law and knowledgeable about telecommunications law and services. The arbitrator shall not have the authority to award punitive or exemplary damages. The arbitrator's decision shall be final and binding and may be entered in and judgment enforced by any court having jurisdiction. The parties shall each bear their own costs and attorneys' fees, but shall share equally the fees and expenses of the arbitrator.

12. Any notice to QCC or McLeod required or permitted under this Agreement shall be in writing and shall be personally served, delivered by Certified US Mail or by a courier service. Upon prior agreement of QCC's and McLeod's designated recipients listed below, such notice may also be provided by facsimile. Any notice shall be delivered using one of the aforementioned means and shall be directed as indicated below;

If to QCC:

Qwest Communications Corporation  
Attention: Legal Department  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
Tel: 303/672-2700  
Fax: 303/295-7046

If to McLeod:

McLeodUSA  
Attention: Law Group  
McLeodUSA Technology Park  
6400 C Street SW  
P.O. 3177  
Cedar Rapids, IA 52406-3177  
Tel: 319/790-7775  
Fax: 319/790-7901

13. QCC and McLeod acknowledge and agree that they have legitimate disputes regarding the subject matter of this Agreement and that the resolutions of these disputes embodied in this Agreement represent compromises of the positions of each of them. Accordingly, QCC and McLeod deny any wrongdoing or liability that each alleges against the other and expressly acknowledge and agree that the resolutions contained in this Agreement may not and cannot be used against the other in any manner whatsoever in any forum, other than in respect of a breach of this Agreement. Further, QCC and McLeod acknowledge and agree that this Agreement does not constitute an admission by either of them of the truth, accuracy or merit of any fact, asserted principle of law, any matter, claim or cause of action alleged or asserted in any judicial, regulatory or other forum, whether past, present or future, relating to the subject matter of this Agreement. This Agreement does not constitute an admission with respect to the appropriateness or legality of any charges, billed or unbilled, whether paid or unpaid, nor does it constitute an ongoing term or condition of any interconnection agreement or otherwise. Nothing contained herein shall be construed or interpreted to preclude representatives of QCC or McLeod from responding to legal process in connection with the subject matter of this Agreement; provided, that any such responding party shall provide prompt notice of any such response to the other party.

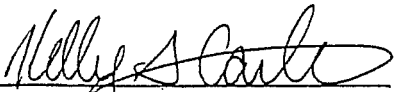
14. Either party may, in its discretion and upon notice to the other party, provide a copy of this agreement to any state public utility commission or the Federal Communications Commission.

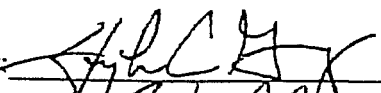
15. This Agreement may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one and the same document.

IN WITNESS THEREOF, QCC and McLeod have caused this Agreement to be executed and delivered as of the day first set forth above.

Qwest Communications Corporation

McLeodUSA Telecommunications Services, Inc.

By:   
Name: KELLY S. CARTER  
Title: VICE PRESIDENT FINANCE, TAX

By:   
Name: Stephen C. Gray  
Title: President



Schedule I

McLeodUSA Incorporated  
McLeodUSA Holdings,  
McLeodUSA Telecommunications Services, Inc.  
McLeodUSA Market Response, Inc.  
Consolidated Market Response, Inc.  
McLeodUSA Network Services, Inc.  
McLeodUSA Purchasing, L.L.C.  
McLeodUSA Integrated Business Systems, Inc.  
McLeodUSA Public Services, Inc.  
McLeodUSA Information Services, Inc.  
Illinois Consolidated Telephone Company  
Midwest Cellular Associates  
CapRock Communications Corp.  
CapRock Telecommunications Corp.  
CapRock Fiber Network, Ltd.  
CapRock Telecommunications Leasing Corp.  
CapRock Design Services, L.P.  
CapRock Network Services, L.P.  
Intelispan, Inc.  
Devise Associates, Inc.  
McLeodUSA Telecomm Development, Inc.  
McLeodUSA Community Telephone, Inc.  
Dakota Community Telephone, Inc.

Initials: QCC  McLeod 

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
For the Period of October 31, 2002 through November 6, 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

**CONSUMER COMPLAINTS**

**CT02-044 In the Matter of the Complaint filed by Sandy Fenhaus on behalf of Headlines Academy, Inc., Rapid City, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding a Contract Dispute.**

The Complainant's representative alleges that Headlines Academy, Inc. (Complainant) was informed by McLeodUSA Telecommunications Services, Inc. (McLeod) that Complainant's contract with McLeod had expired. As a result, Complainant's representative believed Complainant was free to switch to another service provider, as it was under no contractual obligation to stay with McLeod. Complainant did switch to another service provider and McLeod then billed it \$3,066.60 for termination liability. Complainant's representative request that Complainant not be charged the \$3,066.60.

Staff Analyst: Amy Kayser  
Staff Attorney: Karen Cremer  
Date Docketed: 11/05/02  
Intervention Deadline: NA

**TELECOMMUNICATIONS**

**TC02-176 In the Matter of the Petition for Arbitration on behalf of WWC License L.L.C. with Certain Independent Local Exchange Companies.**

On October 31, 2002, WWC License, L.L.C. (Western Wireless), a commercial mobile radio service provider operating under the trade name CellularOne, filed for the Commission to arbitrate the unresolved issues remaining after negotiations for an interconnection agreement between Western Wireless and the small independent, cooperative, and municipal local exchange companies failed to reach agreement. The unresolved issues are: Scope of Reciprocal Compensation Obligations; Delivery of Land-To-Mobile Traffic; Rates For Reciprocal Compensation; Symmetrical Compensation at a Tandem Rate; Application of Tariffs; Local Numbers; Allocation of Billing Costs; Standard of Service; Usage Levels; Access to Numbering Resources; Dialing Parity; Procedure for Renegotiation; Reciprocal Compensation Credit Factor; Shared Facility Factor; Transit Rates; and Carrier Specific Information. A non-petitioning party may respond to the petition for arbitration and provide additional information by November 25, 2002.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 10/31/02  
Response by non-petitioning parties due: 11/25/02

**TC02-177 In the Matter of the Filing by Midcontinent Communications, Inc. for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.**

On November 1, 2002, Midcontinent Communications filed a request for approval of revised switched access rates with continued consideration of ARSD 20:10:27:11 being waived. Midcontinent was granted a waiver of ARSD 20:10:27:11 in its original filing on October 20, 2000. The Applicant has also requested a waiver of ARSD 20:10:27:12. Midcontinent intends to mirror the switched access tariffed rates of Qwest.

Staff Analyst: Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 11/01/02  
Intervention Deadline: 11/22/02

**TC02-178 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc.**

On November 4, 2002, the Commission received a filing regarding Amendment No. 4 to the Interconnection Agreement between AT&T Communications of the Midwest, Inc. (AT&T) and Qwest Corporation (Qwest). According to the parties, the filing is a Negotiated Agreement between AT&T and Qwest to amend an Agreement approved by the Commission effective March 4, 1999, in Docket No. TC96-184. The Amendment is made in order to add terms, conditions and rates for Local Switching and Unbundling Network Elements Combinations as set forth in Attachments 1, 2 and 3 and Exhibits A, B, and C attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than November 25, 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: 11/04/02  
Initial Comments Due: 11/25/02

**TC02-179 In the Matter of the Filing of an Agreement between Qwest Corporation, Including its Controlled Affiliates and McLeodUSA Telecommunications Services, Inc., Including McLeodUSA Incorporated and its Controlled Affiliates.**

On October 15, 2002, Qwest Corporation (Qwest) submitted a copy of a contract dated September 19, 2002, between Qwest Corporation, including its controlled affiliates (collectively QC) and McLeodUSA Telecommunications Services, Inc., including McLeodUSA Incorporated and its controlled affiliates (collectively McLeod) with the Commission. The contract regards resolution of disputes and claims between QC and McLeod arising under certain Interconnection Agreements in 14 states, billing disputes and the SMDR function of Centrex Plus service. Based on Qwest's

interpretation of the Federal Communications Commission's Order released October 4, 2002, in WC Docket No. 02-089, the contract was not filed pursuant to section 252(e) of the 1996 Telecommunications Act, and was submitted by Qwest as an informational filing. 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 November 19, 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  
Staff Analyst: Heather Forney  
Date Docketed: 11/06/02  
Initial Comments Due: 11/19/02

**TC02-180 In the Matter of the Filing of an Agreement between Qwest Communications Corporation, Including its Controlled Affiliates and McLeodUSA Telecommunications Services, Inc., Including McLeodUSA Incorporated and its Controlled Affiliates.**

On October 15, 2002, Qwest Corporation (Qwest) submitted a copy of a contract dated September 19, 2002, between Qwest Communications Corporation, including its controlled affiliates (collectively QCC) and McLeodUSA Telecommunications Services, Inc., including McLeodUSA Incorporated and its controlled affiliates (collectively McLeod) with the Commission. The contract regards resolution of disputes and claims between QCC and McLeod arising under two separate 10/02/00 Purchase Agreements and a 12/31/01 Confidential Billing Settlement Agreement. Based on Qwest's interpretation of the Federal Communications Commission's Order released October 4, 2002, in WC Docket No. 02-089, the contract was not filed pursuant to section 252(e) of the 1996 Telecommunications Act, and was submitted by Qwest as an informational filing. 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 November 19, 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  
Staff Analyst: Heather Forney  
Date Docketed: 11/06/02  
Initial Comments Due: 11/19/02

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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 OF AN ) AGREEMENT BETWEEN QWEST ) COMMUNICATIONS CORPORATION, ) INCLUDING ITS CONTROLLED AFFILIATES ) AND MCLEODUSA TELECOMMUNICATIONS ) SERVICES, INC., INCLUDING MCLEODUSA ) INCORPORATED AND ITS CONTROLLED ) AFFILIATES )	ORDER FINDING FILING ) NOT MANDATORY )  TC02-180 )
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On October 15, 2002, Qwest Corporation (Qwest) submitted a copy of an agreement dated September 19, 2002, between Qwest Communications Corporation, including its controlled affiliates (collectively QCC) and McLeodUSA Telecommunications Services, Inc., including McLeodUSA Incorporated and its controlled affiliates (collectively McLeod) with the Public Utilities Commission (Commission). The agreement regards resolution of disputes and claims between QCC and McLeod arising under two separate 10/02/00 Purchase Agreements and a 12/31/01 Confidential Billing Settlement Agreement. Based on Qwest's interpretation of the Federal Communications Commission's Order released October 4, 2002, in WC Docket No. 02-089, the agreement was not filed pursuant to section 252(e) of the Telecommunications Act of 1996, and was submitted by Qwest as an informational filing.

On November 7, 2002, the Commission electronically transmitted notice of the filing of the agreement to interested individuals and entities. The notice stated that any person wishing to comment on the agreement had until November 19, 2002, to do so. No comments were filed.

At its duly noticed December 19, 2002, meeting, the Commission considered this matter. The Commission voted unanimously that this filing does not fall under the mandatory filing requirements of section 252(a)(1) of the Telecommunications Act of 1996, and therefore does not require Commission approval. It is therefore

ORDERED, that this filing does not require Commission approval.

Dated at Pierre, South Dakota, this 3rd day of January, 2003.

<b>CERTIFICATE OF SERVICE</b>	
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>Melaine Kelbo</u>
Date:	<u>1/6/03</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg  
 JAMES A. BURG, Chairman

Pam Nelson  
 PAM NELSON, Commissioner

Robert K. Sahr  
 ROBERT K. SAHR, Commissioner