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TC02-207

TC02-207

DOCKET NO. _____

In the Matter of _____
_____ IN THE MATTER OF THE FILING FOR
_____ APPROVAL OF AN AMENDMENT TO A
_____ PAGING CONNECTION AGREEMENT
_____ BETWEEN QWEST CORPORATION
_____ AND ARCH WIRELESS OPERATING
_____ COMPANY, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
12/18 02	Filed and Docketed;
12/19 02	Rebby Filip;
3/7 03	Order Approving Amendment to Agreement;
3/7 03	Docket Closed.

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
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December 17, 2002

RECEIVED

DEC 18 2002

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

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Filing of Single Point of Presence/Term Amendment to Paging Connection Agreement
Between Arch Wireless Operating Company, Inc. and Qwest Corporation in the State of
South Dakota
Our File No. 2104.078

Dear Ms. Elofson:

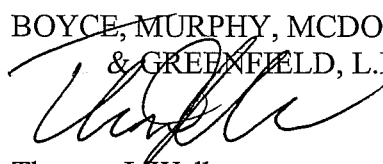
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Term and Single Point of Presence ("SPOP") Amendment to the Paging Connection Agreement between Qwest Corporation ("Qwest") and Arch Wireless Operating Company, Inc. ("Arch") for approval by the Commission. This is an amendment to the negotiated paging connection agreement between Arch and Qwest which was approved by the Commission on September 29, 2000 in Docket No. TC 00-108.

The Agreement is amended to include the addition of SPOP in the LATA language as set forth in Attachment 1 and Exhibit A attached to the Amendment. It also amends the initial term of the Agreement.

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

Sincerely yours,

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


Thomas J. Welk

TJW/vjj
Enclosures

cc: Dennis Doyle, Arch (w/o enclosure)
Colleen Sevoid
John Love (w/o enclosure)

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DEC 18 2002

**Amendment To Paging Connection Agreement
Between
Arch Wireless Operating Company, Inc.
f/k/a Mobile Communications Corporation of America
And
Qwest Corporation, f/k/a U S WEST Communications, Inc.
For The State of South Dakota**

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This Amendment is entered into by and between Arch Wireless Operating Company, Inc. f/k/a Mobile Communications Corporation of America ("Arch") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") as of September 30, 2002.

RECITALS

Arch and Qwest are parties to a Paging Connection Agreement ("Underlying Agreement") that was approved by the South Dakota Public Utilities Commission ("Commission") on September 29, 2000; and

Arch 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

Section 11.2 of the Underlying Agreement is amended to state as follows:

"The Initial Term of this Agreement shall expire on June 30, 2003."

The Underlying Agreement is also hereby amended to include the addition of Single Point of Presence (SPOP) in the LATA language, 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, Arch must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Arch will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Underlying Agreement shall remain in full force and effect. Neither the Underlying Agreement nor this Amendment may be further amended or altered except by written instrument signed by an authorized representative of each Party.

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.

Arch Wireless Operating Company, Inc.


Authorized Signature

Dennis M Doyle
Printed Name

Vice President
Title

10/14/02
Date

Qwest Corporation


Authorized Signature

L.T. Christensen
Printed Name

Director – Business Policy
Title

10/16/02
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 December 12, 2002 through December 18, 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

ELECTRIC

EL02-026 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of LaBolt.

Application by Otter Tail Power Company for approval of a contract with deviations with the City of LaBolt. The current municipal contract providing electrical service expires February 7, 2003. The new contract is proposed to remain in effect for 10 years.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 12/18/02
Intervention Deadline: 01/03/03

TELECOMMUNICATIONS

TC02-207 In the Matter of the Filing for Approval of an Amendment to a Paging Connection Agreement between Qwest Corporation and Arch Wireless Operating Company, Inc.

On December 18, 2002, a filing of Single Point of Presence/Term Amendment to Paging Connection Agreement Between Arch Wireless Operating Company, Inc. (Arch) and Qwest Corporation in the State of South Dakota was received by the Commission for approval. According to the parties, this is an amendment to the negotiated paging connection agreement between Arch and Qwest which was approved by this Commission on September 29, 2000, in Docket No. TC00-108. The agreement is amended to include the addition of SPOP in the LATA language as set forth in Attachment 1 and Exhibit A 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 January 7, 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: 12/18/02
Initial Comments Due: 01/07/03

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**



January 8, 2003

RECEIVED

JAN 14 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Ms. Kelly D. Frazier
Staff Attorney
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: TC02-207

Dear Ms. Frazier:

Your letter of December 24, 2002 to Dennis Doyle concerning the above amendment application has been forwarded to my attention for response. My apologies for the confusion caused by the request. In answer to your questions Arch Paging, Inc. and Mobile Communications Corporation of America were entities under the same parent company. In September 2000 Arch Paging, Inc. changed its name to Arch Wireless Holdings, Inc. Subsequent to Arch's restructuring, on May 31, 2002 Arch Wireless Holdings, Inc. contributed all of its operating assets to MobileMedia Communications, Inc., then MobileMedia Communications, Inc. contributed all of its operating assets (including those from Arch Wireless Holdings, Inc.) to Mobile Communications Corporation of America. Mobile Communications Corporation of America then changed its name to Arch Wireless Operating Company, Inc. thus forming one operating entity for the Arch Wireless companies.

For your reference, I am enclosing copies of the documents evidencing the above transfers. If, after reviewing these documents, you have further questions, please feel free to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Sharon A. Moriarty".

Sharon A. Moriarty
Executive Assistant
Legal Department
Phone: 508-870-6055
Fax: 508-870-6670

Enclosures

cc: D. Mike Doyle (w/o enclosures)

**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)	
ARCH WIRELESS OPERATING COMPANY,)	TC02-207
INC.)	

On December 18, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to a paging connection agreement between Arch Wireless Operating Company, Inc. (Arch Wireless) and Qwest. The agreement is amended to include the addition of SPOP in the LATA language as set forth in Attachment 1 and Exhibit A attached to the amendment.

On December 19, 2002, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until January 7, 2003, to do so. No comments were filed.

At its duly noticed February 20, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Arch Wireless. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendment does not discriminate against a telecommunications carrier that is not a party to the amendment and the amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 7th day of March, 2003.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Aldine Kaelbo</i></u>
Date: <u>3/10/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner