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February 27, 2003

**RECEIVED**

FEB 28 2003

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

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

Re: Filing of Amendment to the Interconnection Agreement between TW Wireless, L.L.C. and Qwest Corporation f/k/a U S WEST Communications, Inc.  
Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are originals and ten (10) copies of Amendment to the Interconnection Agreement between TW Wireless, L.L.C. ("TW") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between TW and Qwest which was approved by the Commission on effective February 11, 2000 in Docket No. TC99-123.

The Amendment is made in order to add terms and conditions for the Single Point of Presence ("SPOP") in the LATA, as set forth in Attachment 1 and Exhibit A and for Inter Local Calling Area ("InterLCA") as set forth in Attachment 2, attached to the Amendment and incorporated therein.

TW has authorized Qwest to submit this Amendment on TW's behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj  
Enclosures

cc: Mr. Dan Willis (TW Wireless) (enclosure letter only)  
Ms. Colleen Sevold  
Mr. John Love (enclosure letter only)

for 720-947-1795  
1860 Lincoln St., 14th floor  
Denver, CO 80295

**Amendment to the Interconnection Agreement  
Between  
TW Wireless LLC  
and  
Qwest Corporation  
f.k.a U S WEST Communications, Inc.**

RECEIVED

FEB 28 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Amendment ("Amendment") is made and entered into by and between TW Wireless LLC ("TW Wireless" or "WSP") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

**RECITALS**

WHEREAS, TW Wireless and Qwest entered into an Interconnection Agreement for service in the State of South Dakota that was effective on February 11, 2000 (the "Agreement"); and

WHEREAS, TW Wireless and Qwest desire to amend the Agreement by adding 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 and conditions for Single Point of Presence ("SPOP") in the LATA, as set forth in Attachment 1 and Exhibit A, and for Inter Local Calling Area ("InterLCA"), as set forth in Attachment 2, attached hereto and incorporated herein.

This amendment appends TW Wireless's South Dakota contract to be able to order either InterLCA Facility or SPOP products per LATA but not both. This amendment enables TW Wireless to entirely convert from one product to another product per LATA without requiring a new amendment. This amendment does not enable TW Wireless to have and employ both products per LATA at the same time.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP or InterLCA.

**2. Effective Date.**

This Amendment shall be deemed effective upon the South Dakota Public Utilities Commission approval, however, the Parties may agree to implement the provisions of this Amendment upon execution.

traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

- 1.4.2 A two-way WSP Type 2 trunk group to the Qwest access tandem for WSP Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
  - 1.4.2.1 If the WSP uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.
- 1.4.3 A one-way terminating WSP Type 2 trunk group to the Qwest access tandem for WSP traffic destined to 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.
- 1.4.4 WSP may utilize a one-way Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
  - 1.4.4.1 If WSP orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.
- 1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single Type 2 trunk group, Qwest, at WSP's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. WSP should apportion per minute of use (MOU) charges appropriately.
- 1.5 WSP must have SS7 functionality to use SPOP in the LATA.
- 1.6 Qwest assumes WSP will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, WSP must order Type 2 trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, the WSP must order Type 2 trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the WSP accept the

conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA. Should the WSP not be utilizing the option of interconnecting at the access tandem for local, due to low volume of local traffic under the circumstances described in 1.3.1, WSP needs trunking only to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

- 1.7 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.
- 1.8 WSP will provide notification to all Co-Providers in the local calling areas of WSP's change in routing when the WSP chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.
- 1.9 Ordering
  - 1.9.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.
  - 1.9.2 WSP will issue ASRs to disconnect/new connect existing access tandem trunk groups to convert them to SPOP trunk groups.
  - 1.9.3 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must carry "SPOLATA ."

**3. Amendments; Waivers.**

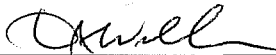
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver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

**4. 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, but all of which shall constitute one and the same instrument.

**TW Wireless LLC**



Authorized Signature

Dan A. Willis

Name Printed/Typed

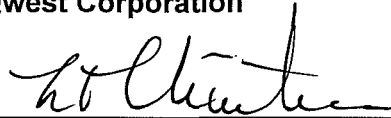
GENERAL MANAGER

Title

12/9/2002

Date

**Qwest Corporation**



Authorized Signature

L.T. Christensen

Name Printed/Typed

Director - Business Policy

Title

12/14/02

Date

## Attachment 1

Single Point of Presence (SPOP) in the LATA is a Type 2 Interconnection trunking option that allows WSP to establish one physical point of presence in the LATA in Qwest's territory. Qwest and WSP may then exchange traffic at the SPOP utilizing trunking as described following.

- 1.1 By utilizing SPOP in the LATA, WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the WSP's physical point of presence.
- 1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.
- 1.3 Where there is a Qwest local tandem serving an end office that WSP intends to terminate traffic, the following conditions apply:
  - 1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem, subject to the 512 CCS rules. Alternatively, the WSP may choose to use the Qwest access tandem for local traffic in those circumstances where the traffic volumes (less than 512 CCS) do not justify direct connection to the Qwest local tandem. When there is a DS1's worth of local traffic (512 CCS) between the WSP's SPOP and those Qwest end offices subtending a Qwest local tandem, WSP will order a direct trunk group to the Qwest local tandem.
    - 1.3.1.1 When a WSP has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the WSP may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The WSP will be required to submit an electronic letter on WSP letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the WSP specific NPA-NXXs for the local tandems. In addition, WSP will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.
  - 1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
  - 1.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, WSP may choose from one of the following options:
  - 1.4.1 A two-way WSP Type 2 trunk group to the Qwest access tandem for WSP

**EXHIBIT A**  
**SINGLE POINT OF PRESENCE WAIVER**

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

WSP certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which WSP seeks a waiver. Or, if WSP does originate such traffic, that WSP will route such traffic to a Non-Qwest network. In addition, WSP certifies that it has no end users in the serving area of the Qwest Access Tandem for which WSP seeks a waiver.

WSP will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, WSP will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should WSP desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem. Additionally, should WSP desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem.

Under this waiver any WSP originated traffic destined for an end office subtending a Qwest tandem under this waiver will be billed separately, by Qwest to WSP, via a manual bill.

Misrouted usage under this waiver will be billed, a penalty of \$.21 per MOU.

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement. Nothing in this provision affects or alters in any way WSP's obligation to pay the rates, the manual handling fee, and the late payment charges specified above for misrouted traffic.



## Attachment 2

### Inter Local Calling Area (InterLCA)

#### Definition:

Inter Local Calling Area ("InterLCA Facility") is an interconnection DS1 offering that allows WSP to establish a virtual POC in a distant calling area.

#### InterLCA Facility:

WSP may request Qwest-provided facilities to transport EAS/Local Traffic from a virtual POC in a Qwest EAS/LCA to a POC located in a distant EAS/LCA (a 'distant POC'). The Qwest-provided facilities interconnecting a Qwest EAS/LCA to a distant POC are Type 2 InterLCA Facilities.

The actual origination of the InterLCA Facility shall be the Qwest Wire Center located in the EAS/LCA associated with WSP's NXX. The Termination point is in the POC in the distant EAS/LCA.

If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center is twenty miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Part G of the Agreement.

If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center of the distant POC is greater than twenty miles, the fixed and per-mile DTT rates shall apply to the first twenty miles in accordance with Part G of the Agreement, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.

The facilities connecting the distant POC to the Qwest Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.

WSP will be charged for the first twenty miles of the InterLCA Facility as specified in Part G of the Agreement, to reflect the portion of the InterLCA facility that is used by Qwest to transport Qwest-originated traffic to WSP. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.

The InterLCA facility may be utilized with a DS1 to DS0 multiplexer in the Qwest Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.

In addition WSP may choose to purchase a Private Line Transport Services DS3 from Qwest as a CFA on which the Type 2 InterLCA Facility would ride. WSP will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If WSP chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.

The InterLCA Facility cannot be used to access unbundled network elements.

The InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a InterLCA Facility.

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of February 27, 2003 through March 5, 2003**

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3705

**ELECTRIC**

**EL03-006      In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Egan.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Egan. The current municipal contract providing electrical service expires April 1, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 03/03/03  
Intervention Deadline: 03/14/03

**EL03-007      In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Nunda.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Nunda. The current municipal contract providing electrical service expires April 1, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 03/03/03  
Intervention Deadline: 03/14/03

**EL03-008      In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Hayti.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of Hayti. The current municipal contract providing electrical service expires April 10, 2003. The new contract does not deviate from filed tariffs and this filing removes the contract from Otter Tail's list of contracts with deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 03/03/03  
Intervention Deadline: 03/14/03

**EL03-009      In the Matter of the Joint Request for an Electric Service Rights Exception between the City of Plankinton and Central Electric Cooperative, Inc.**

On March 4, 2003, the Public Utilities Commission received a joint request for approval of service territory designations from the City of Plankinton and Central Electric Cooperative. The City of

Plankinton has annexed land located on its southeast boundary for the purpose of building a new school with residential development. The land annexed is in the service territory of Central Electric. The parties have reached an agreement whereby Central Electric will serve the new school and the City will serve the balance of the annexed area.

Staff Analyst: Michele M. Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 03/04/03  
Intervention Deadline: 03/21/03

## TELECOMMUNICATIONS

**TC03-054     In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C.**

On February 28, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C. According to the parties, this filing is an amendment to the original agreement approved by the Commission on February 11, 2000, in Docket TC99-123. The Amendment is made in order to add terms and conditions for the Single Point of Presence in the LATA, as set forth in Attachment 1 and Exhibit A and for Inter Local Calling Area as set forth in Attachment 2, 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 March 20, 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: 02/28/03  
Initial Comments Due: 03/20/03

**TC03-055     In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between WWC License L.L.C. and Midcontinent Communications, Inc.**

On March 3, 2003, the Commission received a Reciprocal Transport and Termination Agreement between Midcontinent Communications and Western Wireless for approval. According to the filing, the Agreement is made to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accord with the Telecommunications Act of 1996, and is intended to supersede any previous arrangements between the parties relating to such traffic. 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 March 24, 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: 03/03/03  
Initial Comments Due: 03/24/03

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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 TW WIRELESS, )	
L.L.C. )	TC03-054

On February 28, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between TW Wireless, L.L.C. (TW Wireless) and Qwest. The amendment is made in order to add terms and conditions for the Single Point of Presence (SPOP) in the LATA, as set forth in Attachment 1 and Exhibit A and for Inter Local Calling Area (InterLCA) as set forth in Attachment 2 attached to the Amendment.

On March 6, 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 March 20, 2003, to do so. No comments were filed.

At its duly noticed April 1, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and TW 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 9th day of April, 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 Kalbo</u>
Date: <u>4/9/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr  
ROBERT K. SAHR, Chairman

Gary Hanson  
GARY HANSON, Commissioner