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June 11, 2003

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

**RECEIVED**

JUN 12 2003

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Re: Filing of Bill and Keep Amendment to the Interconnection Agreement between McLeodUSA 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 an original and ten (10) copies of the Bill and Keep Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. ("McLeod") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between McLeod and Qwest which was approved by the Commission on July 23, 1999 in Docket No. TC99-057. The parties entered into an Amendment No. 2 that was approved by the Commission on September 29, 2000.

The bill and keep provisions of Amendment 2, as described above, terminated on December 31, 2002. The parties have continued to treat reciprocal compensation as bill and keep on a month-to-month basis since December 31, 2002. The parties wish to amend the Agreement by extending the terms and conditions contained in Amendment 2.

McLeod has authorized Qwest to submit this Agreement and Amendment on McLeod's behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

cc: Lauraine Harding – McLeod (enclosure letter only)  
Colleen Sevold  
Mary Sullivan (enclosure letter only)

**RECEIVED**

**JUN 12 2003**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**Bill and Keep Amendment  
to the  
Interconnection Agreement  
between  
Qwest Corporation  
and  
McLeodUSA Telecommunications Services, Inc.  
for the State of South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission ("Commission") on July 23, 1999 ("Agreement"); and

WHEREAS, the Parties entered into an Amendment No. 2 that was approved by the Commission on September 29, 2000 in which the Parties agreed not to bill each other for any rate element necessary for transporting or terminating local and Internet-related calls which originate and terminate in the same local calling area; and

WHEREAS, the bill and keep provisions of Amendment No. 2, as described above, terminated on December 31, 2002;

WHEREAS, the Parties have continued to treat reciprocal compensation as bill and keep on a month-to-month basis since December 31, 2002; and

WHEREAS, the Parties wish to amend the Agreement by extending the terms and conditions contained in Amendment No. 2.

**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**

Section 5.1.1, which was added to Section 5, Transport and Termination, of Attachment 1, Rates and Charges, of the Agreement via Amendment No. 2, is hereby replaced in its entirety with the following:

5.1.1 Other provisions of this Agreement to the contrary notwithstanding, and based upon the fact that the voice traffic exchanged between the Parties historically has been roughly balanced, neither Party shall charge the other for any rate element necessary for transporting or terminating local and ISP-bound

traffic that originates and terminates in the same local calling area. This provision shall continue on a month-to-month basis so long as the Parties continue to operate under this Agreement.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the 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. 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.

**McLeodUSA Telecommunications Services, Inc.**

**Qwest Corporation**



Authorized Signature



Authorized Signature

*David R. Conn*

Name Printed/Typed

*Vice President*

Title

*L. T. Christensen*

Name Printed/Typed

*Director - Business Policy*

Title

*5/29/03*

Date

*6/4/03*

Date

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of June 12, 2003 through June 18, 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**

**CT03-010 In the Matter of the Complaint filed by Chris Nelson on behalf of Pharmco Industries, Inc., Platte, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant purchased a 48 month prepaid long distance phone service contract from the respondent on 01/06/03, service was activated on 02/01/03 and due to a financial crisis on the part of the respondent, service was terminated on 06/03/03. Complainant seeks a full refund of payments made to the respondent and to have the Commission take steps to prevent consumers from being harmed by this type of activity in the future.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/17/03  
Intervention Deadline: N/A

**ELECTRIC**

**EL03-021 In the Matter of the Filing for Approval of a Consent and Agreement for Electric Service in Assigned Territory of another Electric Supplier between NorthWestern Energy and Dakota Energy Cooperative, Inc.**

On June 16, 2003, NorthWestern Energy and Dakota Energy Cooperative filed a joint petition requesting approval for the release of assigned territorial rights from Dakota Energy Cooperative to NorthWestern Energy. Dakota Energy consents to NorthWestern providing service up to a maximum of 5 kW to a camper site and seasonal cabin with a maximum of 676 square feet to be used by Larry Picek or subsequent occupant and located at the following described property: the East Half (E 1/2) of the South Half (S 1/2) of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 111N, Range 62W of the 5th Principal Meridian, Beadle County, South Dakota, except Lot H-2. The territory involved in this request is located along SD Highway 37 approximately one mile North of the City of Huron.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 06/16/03  
Intervention Deadline: 07/07/03

**EL03-022 In the Matter of the Application for a Master Metering Variance Request for the Western Mall, Sioux Falls, South Dakota.**

On June 16, 2003, TSP filed with the Commission, on behalf of the owner of the Western Mall, a request for a master meter variance request. The Western Mall is currently served by a central physical plant, which is nearing the end of its useful life and needs to be upgraded. The physical plant is currently served with a single electric meter. The owner is proposing individual roof top units for each of the tenants. Therefore, they are requesting a variance, in accordance with ARSD 20:10:26, to allow the continued use of a single master meter.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 06/16/03  
Intervention Deadline: 07/07/03

**TELECOMMUNICATIONS**

**TC03-092 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 June 12, 2003, the Commission received a filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation (Qwest) and TW Wireless, L.L.C. (TW Wireless). According to the parties, the Amendment is an ISP Bound Traffic Amendment to the Interconnection Agreement between Qwest and TW Wireless. This is an Amendment to the Type 2 Wireless Interconnection Agreement and is made in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket No. 99-68 regarding intercarrier compensation for ISP bound traffic. The original agreement was approved by the Commission on February 11, 2000, in Docket No. TC99-123. 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 July 2, 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: 06/12/03  
Initial Comments Due: 07/02/03

**TC03-093 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.**

On June 12, 2003, the Commission received a filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc. The original agreement was approved by the Commission on July 23, 1999, in Docket No. TC99-057. The parties entered into an Amendment No. 1 and

No. 2, which was approved on September 29, 2000, in Docket No. TC00-107. According to the parties, the bill and keep provisions of Amendment No. 2 terminated on December 31, 2002. The parties have continued to treat reciprocal compensation as bill and keep on a month-to-month basis since December 31, 2002. The parties wish to amend the Agreement by extending the terms and conditions contained in Amendment No. 2. 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 July 2, 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: 06/12/03  
Initial Comments Due: 07/02/03

**TC03-094 In the Matter of the Application of BAK Communications, LLC for a Certificate of Authority to Provide Local Exchange Services in South Dakota.**

BAK Communications, LLC has filed an application for a Certificate of Authority to provide competitive local exchange services to residential customers in South Dakota using a combination of the resale platform and the unbundled network elements provided by the incumbent local exchange carriers.

Staff Analyst: Bonnie Bjork  
Staff Attorney: Karen Cremer  
Date Docketed: 06/12/03  
Intervention Deadline: 07/07/03

**TC03-095 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Exchange and Network Services Tariff.**

On June 13, 2003, Qwest Corporation filed a revision to its South Dakota Exchange and Network Services Tariff. These revisions increase the Federal Telephone Lifeline Plan Credit from \$7.75 to \$8.25.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/13/03  
Intervention Deadline: 07/07/03

**TC03-096 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and WWC License L.L.C.**

On June 18, 2003, the Commission received a Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and WWC License L.L.C. (WWC). According to the parties, if WWC elects to replace the existing

form of indirect interconnection with a two-way or one-way direct connection, the parties agree to negotiate a separate interconnection agreement related to the provision and compensation for such facilities. 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 July 8, 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: 06/18/03

Initial Comments Due: 07/08/03

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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 MCLEODUSA )	
TELECOMMUNICATIONS SERVICES, INC. )	TC03-093

On June 12, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Qwest. The bill and keep provisions of Amendment No. 2 terminated on December 31, 2002. The parties have continued to treat reciprocal compensation as bill and keep on a month-to-month basis since December 31, 2002. The parties wish to amend the agreement by extending the terms and conditions contained in Amendment No. 2.

On June 19, 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 July 2, 2003, to do so. No comments were filed.

At its duly noticed August 4, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and McLeod. 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 8<sup>th</sup> day of August, 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><i>Alvino Kolbo</i></u>
Date: <u>8/8/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*Robert K. Sahr*

ROBERT K. SAHR, Chairman

*Gary Hanson*

GARY HANSON, Commissioner