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September 25, 2003

**RECEIVED**

SEP 29 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 Toll and Local Billing Records Terms and Conditions 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 Filing of Toll and Local Billing Records Terms and Conditions 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 Toll and Local Billing Records Terms and Conditions 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)

TC03-182



**Qwest Communications International Inc.**  
1801 California St., Room 3800  
Denver, Colorado 80202  
Office: (303) 672-2803  
Facsimile: (303) 672-2755  
E-mail: [lhromyk@uswest.com](mailto:lhromyk@uswest.com)

SEP 25 2003

**Luba Hromyk**  
Legal Department  
Contract Development and Services

**RECEIVED**

SEP 29 2003

**VIA UPS**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

September 24, 2003

Tom Welk  
Boyce, Murphy, McDowell & Greenfield  
101 N Phillips Avenue, Suite 600  
Sioux Falls, SD 57104  
(605) 336-2424

Re: Amendment to Wireline Interconnection Agreement between Qwest and **PrairieWave Telecommunications, Inc.**, for the state of South Dakota

Tom:

Enclosed for filing is the following Amendment to the Agreement that was approved by the Commission on October 21, 1998, Docket No. TC97-126.

Amendment for: Toll and Local Billing Records Terms and Conditions

Contact information:

Mr. Bill Heaston  
General Counsel  
PrairieWave Telecommunications, Inc.  
5100 South Broadband Lane  
Sioux Falls, SD 57108  
605-965-9894

State of Incorporation: South Dakota

Contract Specialist: Luba Hromyk  
Lead Negotiator: Nancy Donahue

Thank you,

Luba Hromyk  
Contract Specialist

**Toll and Local Billing Records Terms and Conditions Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
PrairieWave Telecommunications, Inc.  
for the State of South Dakota**

RECEIVED

SEP 29 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and PrairieWave Telecommunications, Inc. ("CLEC"), a South Dakota corporation. CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, Qwest Corporation (f/k/a U S WEST Communications, Inc.) and Dakota Telecom, Inc. entered into an Interconnection Agreement, for service in the state of South Dakota, that was approved by the South Dakota Public Utilities Commission on October 21, 1998, as referenced in Docket No. TC97-126 ("Agreement"); and

WHEREAS, the Dakota Telecom, Inc. Interconnection Agreement was transferred to PrairieWave Telecommunications, Inc. pursuant to the Consent to Transfer Agreement between the Parties. The conditions of the Consent to Transfer were satisfied on October 9, 2002.

WHEREAS, the Parties have identified Wireless Service Providers ("WSPs") and Interexchange Carriers ("IXCs") that fail to terminate traffic at CLEC's tandems as designated in the Local Exchange Routing Guide ("LERG"); and

WHEREAS, CLEC's switch supports both their ILEC and CLEC traffic; and

WHEREAS, the Parties have identified carriers that have misrouted traffic, stripped or failed to provide basic call record information (i.e. automatic number identification (ANI), billing number (BN), calling party number (CPN), or originating NPA-NXX) which results in a call terminating as a local wireline call and avoids the payment of terminating access charges; and

WHEREAS, CLEC is converting from a billing system to its own system; and

WHEREAS, the Parties wish to amend the 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:

**1. Amendment Terms**

The Agreement is hereby amended by adding Toll and Local Billing Records Terms and Conditions to the Agreement, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**2. Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; 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 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, 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.**

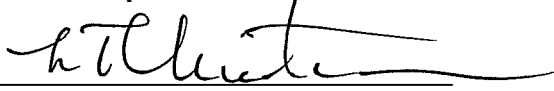
  
\_\_\_\_\_  
Signature

**William P. Heaston**  
\_\_\_\_\_  
Name Printed/Typed **VP, General Counsel  
Corporate Secretary**

\_\_\_\_\_  
Title

**9/18/03**  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

**L. T. Christensen**  
\_\_\_\_\_  
Name Printed/Typed

**Director – Business Policy**  
\_\_\_\_\_  
Title

**9/22/03**  
\_\_\_\_\_  
Date

## ATTACHMENT 1

1. To properly identify an IXC or WSP for CLEC, the records provided (as detailed in Exhibit A) will give originating IXC and transiting WSP carrier information required to bill based on Category 11-01-01 records. For IXCs, the category 11-01-01 Jointly Provided Switched Access records include the IXC's Carrier Identification Code (CIC) and the category 11-01-01 Wireless Transit Records will include the interconnecting WSP's Operating Company Number (OCN). Qwest will provide, especially where bill and keep is not the billing standard for local traffic, the appropriate transit record with information sufficient to bill the originating carrier whether it is a CLEC or ILEC.
2. Qwest and CLEC will continue to work cooperatively to direct IXCs and WSPs seeking to use Qwest tandems to terminate traffic to CLEC customers to interconnect with CLEC for the termination of such traffic at the CLEC tandems designated in the Local Exchange Routing Guide (LERG). Qwest and CLEC will continue to work together to identify IXCs and WSPs that fail to comply with the LERG.
3. Qwest and CLEC, through commercially reasonable efforts, will work to segregate traffic, where necessary, utilizing separate trunk groups, that transits its South Dakota tandem between traffic to be terminated to PrairieWave Community Telephone, Inc. (ILEC) and CLEC customers. To the extent necessary, the separation of trunk groups will be established using the Qwest standard access service request (ASR) process. Qwest agrees to a one-time waiver of any service charges associated with any trunk rearrangements necessitated by this segregation of traffic and to proactively assist CLEC in completing any required ASRs.
4. Qwest and CLEC will work cooperatively to identify any carrier that misroutes traffic, strips or fails to provide basic call record information (i.e. automatic number identification (ANI), billing number (BN), calling party number (CPN), or originating NPA-NXX) which results in a call terminating as a local wireline call and avoids the payment of terminating access charges. Once such a carrier is identified, Qwest and CLEC will take the steps necessary to correct the routing or to pursue whatever remedies are available under the law to stop such abuses.
5. Qwest and CLEC agree to a mutual exchange of records and reports which support a methodology to assist each other in determining proper billing for toll and local minutes of use (MOU) originated by Qwest end users and terminated to CLEC, as well as that traffic assumed to be attributable to other carriers. The details of the records, reports, methodology and terms are attached as Exhibit A. Both Parties agree that any interpretation of the following subpoints will be governed by the specific language of Exhibit A. Both Parties further agree that any future cost recovery for the provisioning of records or reports by either Party, as depicted in Exhibit A (Phase 2), will be as mutually agreed to by the Parties. Issues addressed in the methodology include, but are not limited to:
  - a. Qwest will provide CroSS7 reports upon request for use in auditing/reconciling transiting traffic terminated to CLEC by traffic type, jurisdiction and trunk group, as detailed in Exhibit A.
  - b. In South Dakota, Qwest will provide as a part of the 11-01-01 format call record data from Qwest's Clearinghouse for Access Records Distribution System (CARDS)

database which will be used to help identify and bill Qwest originated intraLATA toll traffic, as detailed in Exhibit A.

c. Qwest will continue to provide 11-01-01 format call records for traffic transiting Qwest's tandems for termination to CLEC's ILEC and CLEC customers as it has in the past, as detailed in Exhibit A.

d. Only traffic confirmed by call records as detailed in the methodology in Exhibit A as local/EAS will be subject to bill and keep billing.

e. Qwest agrees, as an interim measure, to continue to provide duplicate billing and usage records necessary for CLEC to complete its conversion from a billing system to its own system as agreed to by the Parties to include cost recovery by Qwest for providing the duplicate records. It is expected the need for duplicate records will end no later than September 30, 2003.

6. The Parties will work cooperatively to seek relevant public utility commission assistance in setting guidelines to allow CLEC to either bill access charges to or block traffic of carriers that persist in seeking to transit and terminate traffic that has no CPN or other identifier which can be used to bill that carrier's traffic.

7. The Parties agree to resolve future records issues and billing disputes through normal business channels and processes. Escalation of unresolved disputes will be processed in accordance with appropriate dispute resolution clauses included in the Parties interconnection agreements.

8. The Parties agree that the methodology as depicted in Exhibit A represents an alternative to the separate trunk requirements detailed in the Parties interconnection agreement (Section 7.7.5 of the Agreement).

## EXHIBIT A

### Methodology To Resolve CLECs Toll & Local Billing Disputes

#### **Billing Dispute Resolution Mechanism**

This methodology is offered as an optional resolution mechanism when billing disputes arise, to allow Qwest and the CLECs to determine proper billing for toll and local MOU originated by Qwest end users and terminated to a CLEC. Qwest will offer this as a potential solution process to resolve formal billing disputes, only when brought forth by the CLECs in accordance with dispute resolution terms of the Parties Interconnection Agreements..

#### **Validation Sources**

1. CroSS-7 110 Traffic Routing Reports – from Qwest
2. Terminating Usage Tracking (TUT) Reports or Clearinghouse for Access Records Distribution System (CARDS) Data, based on availability – from Qwest
3. Aggregated Wireless Reports, designating Toll & Local split based on landline calling areas – from Qwest
4. 11-01-01 Records including the following – received from Qwest, totals for this to be provided by CLEC:
  - a. IXC Access Records
  - b. Wireless Transit Records
  - c. Wireline Transit Records

#### **Manner of Implementation**

Both parties agree to implement this methodology as follows:

PHASE 1: The following steps will be completed by both Qwest and the CLEC (or their representative) commencing upon completion of any dispute settlement for a six-month period. In addition to the 11-01-01 records that Qwest is currently providing per terms and conditions in Interconnection Agreement, or any transit records exchange agreements, Qwest will provide Validation Sources 1-3 without charge to the CLEC and the CLEC will provide Validation Source 4 without charge to Qwest. Each party will use the Validation Sources to calculate (1) the total MOU, (2) assign local/toll jurisdiction of the MOUs, and (3) determine MOUs to be billed to Qwest. These steps are detailed below. Once this process has been completed, Qwest and the CLEC will compare their results, discuss significant discrepancies and refine the Methodology as necessary. If through time, results are consistently comparable, Qwest may cease its concurrent completion of the calculations.

PHASE 2: At the end of Phase 1, Qwest and the CLEC will discuss whether or to what extent this Methodology should continue. Upon request, Qwest will continue to provide the specific Validation Source(s) that the CLEC requests. Both Parties further agree that any future cost recovery for the provisioning of records or reports by either Party will be as mutually agreed to by the Parties. At any time the CLEC may discontinue their request of any/all of the Validation Sources listed above.



## Steps to Assign Local/Toll Jurisdiction

### 1. Determine split of total Minutes of Use (MOU) between toll and local.

- a. Details from the CroSS-7 110 Traffic Routing Reports will be evaluated based on all CLEC trunk groups to determine the total local (*Qwest Local, NonQwest Local*) and toll (*Qwest IntraLATA Toll, NonQwest IntraLATA Toll, InterLATA Toll*) and *No CPN* MOU that were terminated to CLEC. If *Error* MOU are present, Qwest and CLEC will meet to discuss proper allocation/responsibility of those MOU. This step is intended only to validate total amounts of local and toll MOU and is not intended to attribute those MOU to any particular party.

SOURCE: CroSS-7 110 Traffic Routing Reports

### 2. Determine Local MOU to be billed to Qwest

- a. Total Local MOU billed to Qwest will be based on the CLEC-specific CroSS-7 110 Traffic Routing Reports of *Qwest Local MOU*.
- b. Applicable rates and rules (including the FCC Order 01-131, docket no. 96-98, released April 27, 2001, on ISP traffic) will be applied to these MOU to determine appropriate local billing to Qwest.

SOURCE: CroSS-7 110 Traffic Routing Reports

### 3. Determine Others' Local MOU

- a. Wireline Transit Records will be considered local based on CLEC comparing originating and terminating numbers.
- b. A "Wireless local/toll Factor" will be developed based on the Aggregated Qwest Wireless Reports, which base the determination of Toll/Local on the landline calling areas. The factor will be established based on January 2003 information and will be updated as agreed upon by both parties. The wireless local/toll Factor will be applied to the total wireless transit MOU received by the CLEC in the form of 11-01-01 records from Qwest in order to determine the portion of Wireless MOU that are deemed to be local for the purposes of this Methodology.

SOURCE(S): Aggregated Qwest Wireless Reports & 11-01-01 Records (Wireline Transit & Wireless Transit)

### 4. Determine Toll MOU to be billed to Qwest

- a. Total Toll MOU billed to Qwest will be based on the MOU recorded in the Qwest Terminating Usage Tracking (TUT) reports or from Clearinghouse for Access Records Distribution System (CARDS) Data, depending on which is available.
- b. An ILEC Additive will be added to the TUT MOU to account for the MOU that are PIC'd to Qwest by customers who reside in non-Qwest exchanges.
- c. Applicable rates and rules will be applied to these MOU to determine appropriate toll billing to Qwest.

SOURCE(S): TUT or CARDS

### 5. Determine Others' Toll MOU

- a. Total usage on 11-01-01 IXC records received is considered toll.
- b. The Wireless local/toll Factor developed in Step 3b will be applied to the total wireless transit MOU received by the CLEC in the form of 11-01-01 records from Qwest in order to

determine the portion of the Wireless MOU that are deemed to be toll for the purposes of this Methodology.

SOURCE(S): Aggregated Qwest Wireless Reports & 11-01-01 Records (IXC & Wireless Transit)

## **6. Reconciliation of Total MOU**

- a. Total Local MOU developed according to Steps 2 and 3 will be added together and compared to the Total Local MOU terminated to a CLEC as determined in Step 1. Any remainder MOU represents anonymous traffic which contains inadequate information to identify the appropriate originating party. The parties acknowledge that anonymous traffic is an industry-wide problem. Qwest will continue to work with CLECs where this traffic is present to provide as much information as possible in order to determine the responsible party. However, for the purpose of this methodology, Qwest is not to be held responsible for such anonymous traffic.
- b. Total Toll MOU developed per Steps 4 and 5 will be added together and compared to the Total Toll MOU terminated to CLEC as determined in Step 1. Any remainder MOU represents anonymous traffic which contains inadequate information to identify the appropriate originating party. The parties acknowledge that anonymous traffic is an industry-wide problem. Qwest will continue to work with CLECs where this traffic is present to provide as much information as possible in order to determine the responsible party. However, for the purpose of this methodology, Qwest is not to be held responsible for such anonymous traffic.

SOURCE(S): CroSS-7 and calculations from Steps 1-5

## **Disclaimers**

The Parties acknowledge that the Validation Sources that are being provided by Qwest for this Methodology are neither designed nor intended for billing. The use of the Validation Sources is intended solely to aide a CLEC to validate its toll and local billing records, but they are not to be construed as full and/or complete representations of all traffic that is being terminated to a particular CLEC. The parties acknowledge that there are pending challenges within the industry that affect the usefulness of these records, particularly regarding traffic delivered by a third party to a CLEC that transits Qwest's network and that has missing or incomplete information. These challenges are manifested in what could be termed "incomplete" data on reports, such as in Data Source 1 (CroSS-7 110 Traffic Routing Reports). The "No CPN" and "Error" categories in this Validation Source are the result of this missing information, and can in no way be construed or implied to be the responsibility of Qwest. The Aggregated Wireless Reports that are being provided by Qwest for use in Steps 3b and 5b in this Methodology are not intended to provide accurate minute of use counts for a CLEC – they are intended only to provide a basis for a CLEC to validate what % of the wireless MOUs received from Qwest on 11-01-01 records are either local or toll.

**South Dakota Public Utilities Commission**

**WEEKLY FILINGS**

**For the Period of September 25, 2003 through October 1, 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: 605-773-3201**

**CONSUMER COMPLAINTS**

**CT03-149 In the Matter of the Complaint filed by Allen Funk, Bath, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that he purchased a seven-year pre-paid long distance service plan with a December 14, 1999, activation date. The calling cards are no longer valid. Complainant seeks to be reimbursed for the pre-paid service not provided plus any punitive damages that can be levied by the Commission.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/25/03  
Intervention deadline: N/A

**CT03-150 In the Matter of the Complaint filed by Derek Jensen on behalf of Evanson-Jensen Funeral Home, Lemmon, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that it purchased a four-year pre-paid long distance service plan on September 11, 2002. Service was terminated on or about June 2, 2003. Complainant seeks to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/26/03  
Intervention deadline: N/A

**CT03-151 In the Matter of the Complaint filed by Tim Sandress on behalf of Auto Shoppe Inc., Mitchell, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant's representative states that it purchased a five-year pre-paid long distance service plan. Service was terminated after only five months of service. Complainant seeks to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/29/03  
Intervention deadline: N/A

**CT03-152**      **In the Matter of the Complaint filed by Joseph A. and Penny L. Schonebaum, Burke, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainants state that they purchased a seven year pre-paid long distance service plan. Service was terminated after only three years of service. Complainants seek to be reimbursed for the pre-paid service not provided.

Staff Analyst: Jim Mehlhaff  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/01/03  
Intervention deadline: N/A

#### **ELECTRIC**

**EL03-024**      **In the Matter of the Petition of Otter Tail Power Company, a Division of Otter Tail Corporation, to Revise its Fuel Adjustment Clause Tariff to Accommodate Purchased Energy from Renewable Resources.**

On September 25, 2003, Otter Tail Power Company filed a petition for approval to revise its Fuel Adjustment Clause Tariff. The revisions are requested to permit the inclusion of purchase power costs related to renewable energy purchases. On April 1, 2003, Otter Tail entered into a Power Purchase Agreement with FPL Energy to purchase the electric energy generated by 14 wind turbines with an approximate output of 21 megawatts. Otter Tail believes that approval of the inclusion of the costs of energy purchased from renewable sources is appropriate because when it is competitively priced, renewable energy is an appropriate addition to Otter Tail's resource mix.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 09/25/03  
Intervention Deadline: 10/15/03

**EL03-025**      **In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

Application by Otter Tail Power Company for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Veblen will expire on November 3, 2003. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Veblen be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/29/03  
Intervention Deadline: 10/15/03

**EL03-026**      **In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

Application by Otter Tail Power Company for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Clair City will expire on November 1, 2003. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Clair City be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/29/03  
Intervention Deadline: 10/15/03

## TELECOMMUNICATIONS

**TC03-180 In the Matter of the Application of Gold Line Telemanagement Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

On September 26, 2003, Gold Line Telemanagement Inc. filed an application seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant is a reseller which intends to offer interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card services and prepaid calling card services.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/26/03  
Intervention Deadline: 10/17/03

**TC03-181 In the Matter of the Implementation of the Federal Communications Commission's Triennial Review Order Regarding Unbundling Obligations.**

On August 21, 2003, the Federal Communications Commission (FCC) released its Triennial Review Order. Memorandum Opinion and Order, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket Nos. 01-338, 96-98, 98-147. In its Triennial Review Order, the FCC directed the state commissions to make certain determinations regarding the unbundling obligations of incumbent local exchange carriers. The FCC required the state commissions to make these determinations within nine months from the effective date of the Order. On September 29, 2003, the Commission opened a docket requesting that any person or entity that intends to present evidence challenging the FCC's findings of impairment regarding access to loops, dedicated transport, or local circuit switching for mass market customers shall file a notice of such intent on or before October 10, 2003. The notice shall identify each network element that the person or entity intends to challenge regarding the FCC's findings of impairment. In addition, the Commission requested written comments regarding recommendations on how the Commission should proceed. These comments are also due on or before October 10, 2003.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Opened: 09/29/03  
Comments and Notices Due: 10/10/03

**TC03-182     In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and PrairieWave Telecommunications, Inc.**

On September 29, 2003, the Commission received a Filing of Toll and Local Billing Records Terms and Conditions Amendment to the Interconnection Agreement between PrairieWave Telecommunications, Inc. and Qwest Corporation). According to the parties, the amendment is a negotiated amendment to the agreement made between the parties in Docket TC97-126, which was approved by the Commission on October 21, 1998. The amendment is made in order to add the Toll and Local Billing Records Terms and Conditions as set forth in Attachment 1 and Exhibit A, attached to the 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 October 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: 09/29/03  
Initial Comments Due: 10/20/03

**TC03-183     In the Matter of the Request of Farmers Mutual Telephone Company for Certification Regarding its Use of Federal Universal Service Support.**

On October 1, 2003, Farmers Mutual Telephone Company (Farmers Mutual) provided information constituting Farmers Mutual's plan for the use of its federal universal service support and to otherwise verify that Farmers Mutual will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 10/01/03  
Intervention Deadline: 10/10/03

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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. )	TC03-182

On September 29, 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 Toll and Local Billing Records Terms and Conditions as set forth in Attachment 1 and Exhibit A attached to the amendment.

On October 2, 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 October 20, 2003, to do so. No comments were filed.

At its duly noticed November 4, 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 13<sup>th</sup> day of November, 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>Helaine Kalbo</i></u>
Date: <u>11/14/03</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