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January 8, 2001

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

Re Filing of Amendment No. 4 to the Interconnection Agreement between Qwest Corporation f/k/a  
 U S WEST Communications, Inc. and Sprint Communications Company, L.P.  
 Our File No. 2104 078

Dear Mr. Bullard

Pursuant to ARSD 20 10 32 21 enclosed for filing are an original and ten (10) copies of Amendment No.  
 4 to the Interconnection Agreement between Qwest Corporation ("Qwest") and Sprint Communications  
 ("Sprint") for the States of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South  
 Dakota, Utah and Wyoming for approval by the Commission. The Agreement is a negotiated agreement  
 with the parties adopting the negotiated interconnection agreement between Sprint Communications  
 Company, L.P. and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by  
 the Commission effective November 21, 1997 in Docket No. TC97-149. The enclosed Amendment No. 4  
 adds terms and conditions for LIS Inter Local Calling Area ("LCA") Facility.

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

Sincerely yours,

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

*Tom Welk*

Thomas J. Welk

  
 Enclosures

cc Ken Ross (enclosure letter only)  
 Ms. Colleen Sevold  
 Ms. Debi Hartl (enclosure letter only)

RECEIVED

JAN 10 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

TC 01-003  
RECEIVED

JAN 10 2001

**Amendment No. 4  
to the Interconnection Agreement between  
Qwest Corporation and  
Sprint Communications  
for the States of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon,  
South Dakota, Utah and Wyoming**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

This is Amendment No. 4 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Sprint Communications Company ("Sprint" or "CLEC"), a Delaware Limited Partnership. Sprint and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS Sprint and Qwest entered into an Interconnection Agreement for service in the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah and Wyoming that was executed by Sprint on July 8, 1997 and U S WEST Communications, Inc. on July 17, 1997 (the "Interconnection Agreement"); and

WHEREAS the Parties wish to amend the Agreement further 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**

The Agreement is hereby amended by adding terms and conditions for LIS Inter Local Calling Area ("LCA") Facility, as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the appropriate state Commissions; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Sprint must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Sprint 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 Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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

**Sprint Communications Company**

W. Richard Morris  
Signature

W. Richard Morris  
Name Printed/Typed

Vice President External Affairs  
Title

Local Markets

December 13, 2000  
Date

**Qwest Corporation**

Cindy Humphrey  
Signature

Cindy Humphrey  
Name Printed/Typed

Director  
Title

12/14/00  
Date

## ATTACHMENT 1

## 1 LIS Inter Local Calling Area (LCA) Facility

1.1 CLEC may request Qwest-provided facilities to transport local exchange traffic from a virtual local POI ("local POI") in a Qwest local calling area to a POI located in an EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS Inter Local Calling Area (LCA) Facilities

1.2 The actual origination of the LIS Inter LCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where CLEC has a physical presence and has established the distant POI.

1.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with the Interconnection Agreement currently in effect between Sprint and Qwest

1.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with the Interconnection Agreement currently in effect between Sprint and Qwest, 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

1.5 Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by Qwest to transport Qwest-originated traffic to CLEC. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLATA LCA facility that exceeds twenty (20) miles in length

1.6 In addition, CLEC may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CLEC will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CLEC 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. This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.

1.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.

1.8 The LIS InterLCA Facility cannot be used to access unbundled network elements

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

**South Dakota Public Utilities Commission  
WEEKLY FILINGS  
For the Period of January 4, 2001 through January 10, 2001**

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 filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CT01-002 In the Matter of the Complaint filed by Robert E. Ellis, Florence, South Dakota,  
against OLS, Inc. Regarding Unauthorized Switching of Services.**

The complainant alleges that his long distance phone provider was switched without his knowledge or authorization and that he was without a long distance carrier for five days. The complainant requests that OLS be fined and the phone bill paid to AT&T for calls billed by OLS.

Staff Analyst: Charlene Lund  
Staff Attorney: Kelly Frazier  
Date Docketed: 01/04/01  
Intervention Deadline: N/A

**ELECTRIC**

**EL01-001 In the Matter of the Application of Black Hills Power, Inc. Requesting Authority to  
Incur Short-Term Debt.**

On January 4, 2001, Black Hills Power, Inc. filed an application requesting authority to incur short-term debt. South Dakota law at SDCL 49-34A-30 prohibits a public utility from incurring short-term indebtedness of more than 5 percent of the par value of other securities of the public utility then outstanding. In an Order from the Commission in Docket EL94-006, Black Hills Corporation (the predecessor-in-interest of Black Hills Power, Inc.) was relieved of the statutory limits of SDCL 49-34A-30, and was authorized to incur short-term debt of a total aggregate amount not to exceed 30% of its total capitalization. Due to corporate restructuring, any advances made under credit facilities that are currently in place could cause Black Hills Power, Inc. to exceed the short-term debt limitations placed upon it in EL94-006. Prior to August 31, 2001, Black Hills Corporation anticipates putting in place new credit facilities at the holding company level which will relieve Black Hills Power, Inc. from any obligation it has upon the creation of new credit facilities. Black Hills Power, Inc. is seeking an Order approving and authorizing 1) that Black Hills Power, Inc., is released and relieved of any statutory obligations under SDCL 49-34A-30; 2) that Black Hills Power, Inc. is relieved of the short-term indebtedness limitations set forth in Docket EL94-006 concerning the Order authorizing the incurrence of short-term debt; and 3) that Black Hills Power, Inc. shall not be subject to any short-term debt limitations prior to September 2, 2001, and as of that date, shall then be obligated to a short-term indebtedness obligation of not more than 30% of Black Hills Power, Inc.'s total capitalization, which is its equity and long-term indebtedness.

Staff Analyst: Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 01/04/01  
Intervention Deadline: 01/26/01

TC01-003

**In the Matter of the Filing for Approval of a Fourth Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.**

An amendment No. 4 to the Interconnection Agreement between Qwest Corporation (Qwest) and Sprint Communications Company, L.P. (Sprint) was filed with the Commission for the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah and Wyoming for approval by the Commission. The agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between Sprint and Qwest which was approved by the Commission effective November 21, 1997 in Docket No. TC97-149. The Amendment adds terms and conditions for the LIS Inter Local Calling Area (LCA) Facility. 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 30, 2001. 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 D. Frazier  
Date Docketed: 01/10/01  
Initial Comments Due: 01/30/01

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**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR ) APPROVAL OF A FOURTH AMENDMENT TO ) AN INTERCONNECTION AGREEMENT ) BETWEEN QWEST CORPORATION AND ) SPRINT COMMUNICATIONS COMPANY L.P. )	ORDER APPROVING FOURTH AMENDMENT TO AGREEMENT  TC01-003
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On January 10, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a fourth amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The fourth amendment adds terms and conditions for LIS Inter Local Calling Area (LCA) Facility.

On January 11, 2001, the Commission electronically transmitted notice of the filing of the fourth amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until January 30, 2001, to do so. No comments were filed.

At its duly noticed February 21, 2001, meeting, the Commission considered whether to approve the negotiated fourth amendment to the agreement between Qwest and Sprint. 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 fourth amendment does not discriminate against a telecommunications carrier that is not a party to the fourth amendment and the fourth amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the fourth amendment to the agreement. It is therefore

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

Dated at Pierre, South Dakota, this 28<sup>th</sup> day of February, 2001

<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>Alaine Kelbo</u>
Date: <u>2/28/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

<u>James A. Burg</u> JAMES A. BURG, Chairman
<u>Pam Nelson</u> PAM NELSON, Commissioner