

Public Utilities Commission of the State of South Dakota

DATE		MEMORANDA
1/9	02	Filed and Pocketed;
1/10	02	Weekly Filing;
2/8	02	After Approving Amendment to Agreement;
2/8	02	Pocket Closed.

1002-004

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January 7, 2002

RECEIVED

JAN 09 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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

Re: Filing of Amendment re: Enhanced Extended Loop to the Interconnection Agreement between
Integra Telecom of South Dakota, Inc. and Qwest Corporation
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 Amendment re: Enhanced Extended Loop ("EEL") to the Interconnection Agreement between Integra Telecom of South Dakota, Inc. ("Integra") and Qwest Corporation ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between Integra and Qwest which was approved by the Commission effective August 25, 2000, Docket No. TC00-049.
58

This Amendment is made in order to add terms, conditions and rates for Enhanced Extended Loop to the Agreement, as set forth in Attachment 1 and Exhibits A, B and C attached to the Amendment and incorporated therein.

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

Sincerely yours,

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

Tom Welk
Thomas J. Welk

TJW(vjj)
Enclosures

cc: Ms. Karen Johnson – Integra (enclosure letter only)
Ms. Colleen Sevoid
Ms. Ruth Benston (enclosure letter only)

**Amendment for
Enhanced Extended Loop (EEL)
to the Interconnection Agreement
between
Integra Telecom of South Dakota, Inc.
and
Qwest Corporation**

This Amendment ("Amendment") is made and entered into by and between Integra Telecom of South Dakota, Inc. ("CLEC") and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest").

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 August 25, 2000, in Docket No. TC01-049 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms, conditions and rates 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, to the Agreement, the terms, conditions and rates for Enhanced Extended Loop (EEL), as set forth in Attachment 1 and Exhibits A, B and C, attached hereto and incorporated herein.

2. Effective Date.

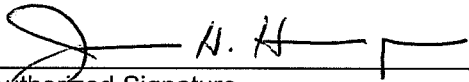
This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates 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. Further Amendments.

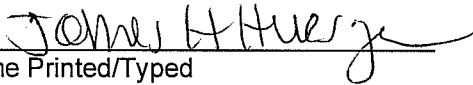
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

Integra Telecom of South Dakota, Inc.



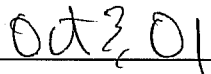
Authorized Signature



Name Printed/Typed

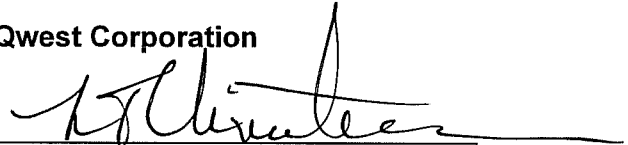


Title



Date

Qwest Corporation



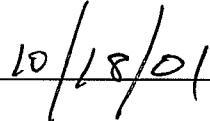
Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title



Date

ATTACHMENT 1 ENHANCED EXTENDED LOOP (EEL)

1.0 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. In addition, other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit C. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

1.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end user customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP to CLEC Collocation.

1.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

1.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an end user customer's Local Exchange Service and that the Loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

1.2.2 Option 2: CLEC must certify that it provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

1.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

1.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 1.2.1, 1.2.2 or 1.2.3, it seeks to qualify the circuit.

1.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in this Section. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

1.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNES, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification

requirements, then CLEC shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.

f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between CLEC and Qwest.

h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 1.2. Qwest shall not require an audit as a prior prerequisite to provisioning EELs.

i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

1.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

1.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 1.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

1.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 1.2, then the EEL shall be converted to special access or private line rates within thirty 30 days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 1.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL

continues to satisfy the local use requirements of Section 1.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of the Agreement. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

1.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges).

1.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and they meet the terms of this Section. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit B.

1.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 1.2.

1.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an end user customer to a CLEC switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to end user customers.

1.2.12.1 Terms and Conditions

1.2.12.2 CLEC must utilize EEL-P to provide a significant amount of Local Exchange Service to each end user customer served in accordance with the three options listed under Section 1.2.

1.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

1.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport,

concentration capability and DS0 Loops.

1.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

1.2.12.6 Installation intervals are set forth in Exhibit B and are equivalent to the respective Private Line Transport Service on the following web-site address:
<http://www.qwest.com/carrier/guides/sig/index.html>.

1.2.12.7 Concentration capability installation intervals will be offered at an ICB.

1.2.12.8 EEL-P is available only where existing facilities are available.

2.0 Ordering

2.1 Reserved for Future Use

2.2 CLEC will submit EEL orders using the LSR process.

2.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

2.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

2.5 One LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

3.0 Rate Elements

3.1 EEL Link. The EEL Link is the Loop connection between the end user customer premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

3.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

3.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges apply.

3.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

3.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.

Exhibit A
South Dakota

Amendment					
			Recurring	Nonrecurring	Notes
9.23.5 Enhanced Extended Loop (EEL)					
EEL Link					
DSO 2-Wire				\$248.22	1
Zone 1			\$17.01		
Zone 2			\$18.54		
Zone 3			\$24.37		
DSO 4-Wire				\$248.22	1
Zone 1			\$31.72		
Zone 2			\$34.59		
Zone 3			\$45.46		
DSO 2/4 Wire Each Additional				\$184.96	1
DS1				\$304.31	1
Zone 1			\$78.54		1
Zone 2			\$80.58		1
Zone 3			\$87.89		1
Each Additional				\$227.03	1
DS3				\$327.98	1
Each Additional				\$250.70	1
Zone 1			\$957.81		1
Zone 2			\$1,005.76		1
Zone 3			\$1,201.41		1
9.23.6 EEL C				\$42.26	1
		Recurring Fixed	Recurring Per Mile	Nonrecurring	
9.23.7 EEL Transport					
DS0					
DS0 Over 0 to 8 Miles		\$17.14	\$0.09		
DS0 Over 8 to 25 Miles		\$17.12	\$0.12		
DS0 Over 25 to 50 Miles		\$17.13	\$0.11		
DS0 Over 50 Miles		\$17.14	\$0.07		
DS1					
DS1 Over 0 to 8 Miles		\$34.75	\$0.95		
DS1 Over 8 to 25 Miles		\$34.76	\$1.82		
DS1 Over 25 to 50 Miles		\$34.76	\$1.77		
DS1 Over 50 Miles		\$34.75	\$1.23		
DS3					
DS3 Over 0 to 8 Miles		\$236.22	\$10.43		
DS3 Over 8 to 25 Miles		\$236.53	\$10.83		
DS3 Over 25 to 50 Miles		\$236.71	\$9.91		
DS3 Over 50 Miles		\$243.94	\$24.44		
OC-3					
OC-3 Over 0 to 8 Miles		\$793.57	\$212.15		1
OC-3 Over 8 to 25 Miles		\$799.22	\$67.64		1
OC-3 Over 25 to 50 Miles		\$768.14	\$88.26		1
OC-3 Over 50 Miles		\$787.86	\$6,154.00		1
OC-12					
OC-12 Over 0 to 8 Miles		\$2,213.65	\$92.66		1
OC-12 Over 8 to 25 Miles		\$2,213.65	\$94.17		1
OC-12 Over 25 to 50 Miles		\$2,213.65	\$105.06		1

Exhibit A
SouthDakota

OC-12 Over 50 Miles	\$2,213.65	\$123.61		1
OC-48				
OC-48 Over 0 to 8 Miles	\$7,301.45	\$308.86		1
OC-48 Over 8 to 25 Miles	\$7,301.45	\$314.66		1
OC-48 Over 25 to 50 Miles	\$7,301.45	\$377.55		1
OC-48 Over 50 Miles	\$7,301.45	\$474.59		1
		Recurring	Nonrecurring	
9.23.8 Multiplexing				
DS1 to DS0		\$181.28	\$280.77	
DS3 to DS1		\$191.32	\$287.45	
9.23.9 DS0 Channel Performance				
DS0 Low Side Channelization		\$13.12		1
DS1/DS0 MUX, Low Side Channelization		\$7.48		1
9.23.10 Concentration Capability		ICB		3

NOTES:

* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

[1] Rates addressed in Cost Docket . (TELRIC based where required.)

[3] ICB, Individual Case Basis pricing.

EXHIBIT B
SERVICE INTERVAL TABLES*

Enhanced Extended Loop Service Interval Table (EEL):

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
Enhanced Extended Loop (EEL) – DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
Enhanced Extended Loop (EEL) – DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	4 or more Circuits	ICB	4 hrs

EXHIBIT B
SERVICE INTERVAL TABLES*

Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	24 hrs OOS 48 hrs AS
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* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

EXHIBIT C - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - a. Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - b. Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
 - c. Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - i. that is made up of UNEs that are defined by Qwest as products, and
 - ii. that is made up of UNEs that are ordinarily combined in the Qwest network.
 - d. Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including UDIT and EEL between OC-3 and OC-192.
2. Any request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. The BFR process shall be used for, among other things, the following:
 - a. Requests for Interconnection not already available as described in this Agreement,
 - b. Requests for access to an unbundled network element that has not been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access,
 - c. Requests for UDIT and EEL above the OC-192 level,
 - d. Requests for combinations of Unbundled Network Elements that include UNEs that are not defined by Qwest as products, and
 - e. Requests for combinations of Unbundled Network Elements that are not currently combined in the Qwest network.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.
4. Qwest shall acknowledge receipt of the Special Request within 5 business days of receipt.
5. Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business days of receipt of the Special Request. In the case of UNE

combinations, the preliminary analysis shall include whether the requested combination is a combination of elements that are ordinarily combined in the Qwest network. If the request is for a combination of elements that are not ordinarily combined in the Qwest network, the preliminary analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. All timeframes will be met unless extraordinary circumstances arise. In such a situation, CLEC and Qwest will negotiate a reasonable response timeframe.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of January 3, 2002 through January 9, 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 filing. Phone: 605-773-3705 Fax: 605-773-3809**

CONSUMER COMPLAINTS

**CT02-001 In the Matter of the Complaint filed by Rich Widman, Brookings, South Dakota, against
Sprint Communications Company L.P. Regarding Continuous Disconnects and Poor
Service.**

Complainant states that his business 800# has been disconnected by Sprint every month since October 2001. Complainant has his account set up for automatic payment each month by Sprint accessing his credit card. Each month Sprint informs him that the problem will be fixed. Complainant was told he would be given a \$25.00 credit which he has never received. Complainant requests that Sprint pay him \$5,000.00 for his time, lost business income, lost clients, stress and for being told three times that he would not lose service again. Complainant would also like the Public Utilities Commission to fine Sprint in the amount the Commission deems necessary to ensure that Sprint does not treat any other customer in a way that he has been treated.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/04/02
Intervention Deadline: N/A

**CT02-002 In the Matter of the Complaint filed by Mark and Joi Hasz, Menno, South Dakota, against
MCI WorldCom Regarding False and Misleading Rate Information.**

Complainants allege that they did not receive the rates for long distance services that were quoted by the telemarketer. They allege that they would not have switched their phone services if they had been provided correct rate information. The complainants are requesting to have the switching fees for two lines for instate and out of state long distance services, totaling \$20.00 refunded and to have all MCI charges cancelled.

Staff Analyst: Charlene Lund
Staff Attorney: Kelly Frazier
Date Docketed: 01/04/02
Intervention Deadline: N/A

**CT02-003 In the Matter of the Complaint filed by Linda Barker, Sioux Falls, South Dakota, against
AT&T Communications of the Midwest, Inc. Regarding Increased Rates and Failure to
Disconnect.**

Complainant states that when she transferred her long distance service from AT&T to MCI, it was her understanding that her entire account would be canceled. Complainant's calling card was not canceled by AT&T and when the card was used by her son, the calls were carried by AT&T and the complainant was charged much higher rates than what she had originally agreed to pay when she accepted the calling card. Complainant was not notified that the card would not be canceled nor was she notified that her rates would increase. Complainant requests that AT&T lower the rate on her bill to .25 per minute as this was the rate she was told she would pay when she agreed to the card. She also feels that consumers should be notified by AT&T prior to raising their rates. Complainant would like the Public Utilities Commission to support legislation in the South Dakota Legislature to notify consumers when long distance companies or calling card companies change long distance

rates on existing plans without notifying consumers.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/09/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-001 In the Matter of the Filing for Approval of an Amendment to a Wireless Interconnection Agreement between Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless, as Successor-in-Interest to CommNet Cellular, Inc.

On January 3, 2002, the Commission received for approval a filing of an Amendment to Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and Cellco Partnership d/b/a Verizon Wireless (VZW) for the State of South Dakota. According to the parties the Agreement is a negotiated agreement and the Amendment is made to implement the requirements of the Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider bound 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 January 23, 2002. 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: 01/03/02
Initial Comments Due: 01/23/02

TC02-002 In the Matter of the Filing for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and VarTec Telecom, Inc.

On January 7, 2002, the Commission received for approval a Filing of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and VarTec Telecom, Inc. (VarTec) for the State of South Dakota. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which both parties are providing local exchange services at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services. 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 28, 2002. 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: 01/07/02
Initial Comments Due: 01/28/02

TC02-003 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and McLeodUSA Telecommunications Services, Inc. (McLeod). According to the parties, the agreement is a negotiated agreement and is made in order to add to

the agreement the terms, conditions and charges for CLEC-to-CLEC Cross-Connections 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 29, 2002. 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: 01/09/02
Initial Comments Due: 01/29/02

TC02-004 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Integra Telecom of South Dakota, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Integra Telecom of South Dakota, Inc. (Integra). According to the parties, the agreement is a negotiated agreement and is made in order to add terms, conditions and rates for Enhanced Extended Loop to the agreement, as set forth in Attachment 1 and Exhibits A, B and C 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 29, 2002. 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: 01/09/02
Initial Comments Due: 01/29/02

TC02-005 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 January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and TW Wireless, L.L.C. (TW Wireless). According to the parties, the agreement is a negotiated agreement and 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 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 29, 2002. 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: 01/09/02
Initial Comments Due: 01/29/02

TC02-006 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Midcontinent Communications, Inc. (Midcontinent). According to the parties, the agreement is a negotiated agreement and is made in order to add the terms and conditions for Single Point of Presence in the LATA, 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 29, 2002. 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: 01/09/02

Initial Comments Due: 01/29/02

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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 INTEGRA)	
TELECOM OF SOUTH DAKOTA, INC.)	TC02-004

On January 9, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Integra Telecom of South Dakota, Inc. (Integra) and Qwest. The amendment is made in order to add terms, conditions and rates for Enhanced Extended Loop to the agreement, as set forth in Attachment 1 and Exhibits A, B and C attached to the amendment.

On January 10, 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 29, 2002, to do so. No comments were filed.

At its duly noticed February 5, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Integra. 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 8th day of February, 2002.

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: Mildred Kalbo

Date: 2/11/02

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, Commissioner