

**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 SPRINT)	
COMMUNICATIONS COMPANY L.P.)	TC02-037

On April 12, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The amendment is made by adding terms, conditions and rates for DC Power Reduction Procedure as set forth in Attachment 1 and Exhibit A attached to the amendment.

On April 18, 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 May 2, 2002, to do so. No comments were filed.

At its duly noticed May 30, 2002, meeting, the Commission considered whether to approve the negotiated 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 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 7th day of June, 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: <u>Delaine Kolbo</u>
Date: <u>6/11/02</u>
(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

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 11, 2002 through April 17, 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 report. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT02-010 **In the Matter of the Complaint filed by Cheryl Williams, Gregory, South Dakota, against Direct One Com.Long Distance, Paysystems.Com and Long Distance USA Regarding Unauthorized Billing for Services.**

Complainant states that when she ordered an item from NSI Diabetic Socks/Publishers Choice, the telemarketer attempted to sell her long distance service. Complainant told the telemarketer that she was not interested. On her December 2001, credit card statement, Complainant had two charges for long distance service. One of the charges was from Direct One and one charge was from Paysystems.Com. Complainant's January 2002, credit card statement reflected another charge for long distance service from Long Distance USA. Complainant states that other than the charges to her credit card statement, she has never received anything in the mail from any of the billing companies. Complainant requests that each company listed on her billing be fined \$1,000.00 as allowed under South Dakota law, and that the companies be stopped from deceiving South Dakota residents and using unethical practices to generate profits.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 04/11/02
Intervention Deadline: N/A

CT02-011 **In the Matter of the Complaint filed by Scott Vander Meulen, Brookings, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding a Billing Dispute.**

Complainant states that the service that was offered to him by AT&T was not honored. Complainant was contacted by AT&T regarding AT&T long distance service. The representative offered Complainant a calling plan that would cost him \$12.00 per month for unlimited calls, send him a \$75.00 check, 2 \$50.00 phone cards, 4 coupons for free pizza and remove his current long distance charges. When Complainant did not pay for the unauthorized billing dispute, the account was turned over to a collection agency. Although AT&T credited \$80.29 of the charges Complainant believes that AT&T did not honor the offer that was made to him and he was signed up for a calling plan he did not agree to. Complainant requests that AT&T pay him for the remainder of the offer that he agreed to in the amount of \$159.98 plus pay him \$1,000.00 as stated in SDCL 49-31-93 for the unauthorized billing.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 04/15/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-035 **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midwest Wireless Communications, L.L.C. and Switch 2000 L.L.C.**

On April 12, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Midwest Wireless Communications, L.L.C. and Switch 2000 L.L.C. and Qwest Corporation. According to the parties, the agreement is a negotiated agreement and is made

in order to implement the requirements of the FCC Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider (ISP) 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 May 2, 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: Rolayne Ailts Wiest
Date Docketed: 04/12/02
Initial Comments Due: 05/02/02

TC02-036 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Rural Cellular Corporation.

On April 12, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Rural Cellular Corporation and Qwest Corporation. According to the parties, the agreement is a negotiated agreement and is made in order to add terms and conditions for 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 May 2, 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: Rolayne Ailts Wiest
Date Docketed: 04/12/02
Initial Comments Due: 05/02/02

TC02-037 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.

On April 12, 2002, the Commission received for approval a filing of an Amendment to the Interconnection Agreement between Sprint Communications Company L.P. and Qwest Corporation. According to the parties, the agreement is a negotiated agreement and is amended by adding terms, conditions and rates for DC Power Reduction Procedure 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 May 2, 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: Rolayne Ailts Wiest
Date Docketed: 04/12/02
Initial Comments Due: 05/02/02

TC02-038 In the Matter of the Application of Telenational Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Telenational Communications, Inc. (Telenational) filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. Telenational intends to provide direct dial outbound long distance service through Feature Group "D" circuits ordered by the Company.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 04/15/02
Intervention Deadline: 05/03/02

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April 11, 2002

RECEIVED

APR 12 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 DC Power Reduction Procedure Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications, L.P.
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 DC Power Reduction Procedure Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Sprint Communications ("Sprint") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Sprint and Qwest which was approved by the Commission effective November 13, 2001 in Docket No. TC01-151.

The Agreement is amended by adding terms, conditions and rates for DC Power Reduction Procedure as set forth in Attachment 1 and Exhibit A, attached to the Amendment .

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

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


Thomas J. Welk

TJW/vjj
Enclosures

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

**DC Power Reduction Procedure Amendment
to the Interconnection Agreement between
Qwest Corporation and
Sprint Communications, LP
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Sprint Communications, LP ("Sprint"). Sprint and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission ("Commission"); 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, conditions and rates for DC Power Reduction Procedure as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

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, 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, LP

W. Richard Morris
Signature

W. Richard Morris

Name Printed/Typed

Director, State External Affairs

Title

3/26/02
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

3/28/02
Date

ATTACHMENT 1
DC POWER REDUCTION PROCEDURE

1. Description

1.1 Qwest's Power Reduction Procedure offers Sprint the option to reserve a fuse or breaker position on the power board or Battery Distribution Fuse Bay (BDFB) when reducing a multiple feed to zero. Sprint's payment of the Monthly Power Maintenance charge will provide an option to hold the existing power cabling and fuse position for Sprint's future power augment requests as described in section 2.7 below.

2. Terms and Conditions

2.1 If Sprint wishes to reduce its amount of power and will not require it for future use, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

2.2 Applications for DC Power Reduction may be submitted only for collocation sites that have been previously accepted by Sprint. Power reductions to sites under construction or for sites not previously accepted by Sprint, will follow standard change or augment procedures and rates.

2.3 Before submitting a power reduction application, Sprint's financial obligations with respect to the collocation site must be current, with the exception of formally disputed charges. Sprint's financial obligations include payment of one hundred percent (100%) of all non-recurring quoted charges for the collocation site and all applicable monthly recurring charges that are more than 30 days past due.

2.4 Collocation applications for new, change and augment requests must be submitted to the Collocation Project Management Center (CPMC) on the form provided by Qwest at www.qwest.co./wholesale/pcat/collocation.html.apform. The CPMC will notify Sprint of any deficiencies in the application within ten (10) days of receipt. A nonrefundable Quote Preparation Fee (QPF) in the amount defined in Exhibit A of this amendment must be submitted with the payment of the quoted nonrecurring charges.

2.5 Qwest will perform a walk through prior to quote preparation to determine the amount of work required to perform the power reduction.

2.6 When eliminating any additional power lead(s), Sprint may purchase the option to have the power cable and fuse position held for its future use. Sprint will be required to pay a monthly Power Maintenance Charge until such time as Sprint notifies Qwest that it wishes either to reenergize the feed or to discontinue the option. In instances where a shortage of fuse position is imminent, Qwest reserves the right to notify Sprint of the need to exercise its option or relinquish the fuse position to Qwest. Upon receipt of such notification, Sprint will have the option of energizing the secondary feed to at least 20 amps or returning the fuse position to Qwest within thirty (30) days of receipt of the notification.

2.7 Sprint assumes all responsibility for outages and/or impacts to Sprint-provided service and equipment due to the reduction in DC Power.

2.8 Restoration of the desired power is contingent upon desired power and fuse position availability.

3. Rate Structure

3.1 Collocation charges will be based upon the information provided to Qwest by Sprint on the Collocation Application Form. Below is an example of additional charges that are unique to a Power Reduction Request and will be provided to Sprint via a quote:

3.1.2 Based on this evaluation of work provided in the quote, the rates provided in Exhibit A to this Amendment will apply. One QPF per application/per collocation site will be charged. When multiple feeds at the same collocation space are reduced or eliminated, Sprint will pay one QPF. Other nonrecurring and recurring charges may apply as reflected in Sprint's Interconnection Agreement.

3.1.3 Qwest will provide Sprint a quote for additional nonrecurring charges associated with the Power Reduction Procedure based upon the rates provided in Exhibit A. 100% of the quoted nonrecurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes Sprint's quote acceptance and authorizes Qwest to perform the work to effect the requested power reduction.

3.1.4 Billing to Sprint for initial power value at the collocation site will be modified to reflect the reduced amount upon receipt of payment of the quoted charges and will be made effective back to the date of acceptance of the Power Reduction Application by the CPMC.

3.1.5 Recurring billing for the Power Maintenance Charge will terminate on the day Sprint energizes the feed or returns the fuse position to Qwest.

3.2 Nonrecurring Charges

3.2.1 QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the Power Reduction request. It covers the project, order and support management associated with the administrative functions of processing the request.

3.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A of Sprint's Interconnection Agreement. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed), rates will be calculated on an Individual Case Basis (ICB) basis. These rates will be provided to Sprint on the quote prior to work beginning.

3.2.3 Power Restoration Charge (assessed if power is restored): ICB Charge associated with restoring the power cable to the power source and is contingent upon whether the desired power and fuse position is available. Qwest will evaluate work required to perform the Power Restoration request and provide Sprint a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A of Sprint's Interconnection Agreement.

3.3 Recurring Charge

3.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power infrastructure from a secondary feed in place for potential Sprint requests.

4. Ordering

4.1 Sprint should submit the "Collocation Application for New, Augment or Change" and indicate specific power feeds to be reduced (e.g., eliminate or reduce multiple feeds from 60 to zero amps or reduce main feed from 60 to 20 amps). Under the "type of request" category Sprint should indicate that this is an Augment.

EXHIBIT A

Power Feed Type	Initial Voltage Value	Work Performed	Applicable Charges
Reduce Primary or secondary feed value	Initial amount less than 60 amps Note: Must maintain 20 amp minimum primary feed.	Changing fuse value at BDFB- No cabling work required.	QPF-\$441.00 (approximate) Power reduction charge \$346.00 (in Interconnection Agreement) Total Charge: \$787.00
	Initial feed at power board and with reduction cable stays at power board.	Changing breaker at Power plant	QPF-\$441.00 (approximate) Power reduction charge \$587.00 (in Interconnection Agreement) Total Charge: \$1028.00
	Reduction of power requires a change in location from power board to BDFB.	Requires power cabling changes and detailed engineering work performed.	Walk through will detail work and elements needed to perform reduction. Quote will be provided on an ICB utilizing standard power element charges (DC power usage, cabling etc.) as defined in Sprint's Interconnection Agreement.
Secondary Feed	May be reduced to zero and held in place for future augment requests.	Power restored to Qwest inventory. Fuse position and cabling held for future use.	\$68.92 is added to above non-recurring power reduction based on initial value of secondary feed. QPF-\$441.00 Monthly recurring charges of \$37.00 to hold fuse position.

Category	Description	Rates/Charges
Power Restoration	Qwest will evaluate work required to perform Power Restoration of the power cable to the power source contingent on whether the desired power and fuse position is available.	ICB Charge with standard power element charges (e.g., DC power usage, labor, and cabling charges) as defined in Exhibit A of Sprint's Interconnection Agreement.