

In the Matter of **IN THE MATTER OF THE FILING FOR APPROVAL OF AN INTERNETWORK CALLING NAME DELIVERY SERVICE AGREEMENT (ICNAM SERVICE) BETWEEN U S WEST COMMUNICATIONS, INC. AND BLACK HILLS FIBERCOM, L.L.C.**

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
1/13 03	Filed and Docketed;
1/14 03	Feebly Filing;
3/25 03	Order Approving Agreement;
3/25 03	Docket Closed.
4/1 03	Supplemental Comments of Request.

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.
ATTORNEYS AT LAW

Russell R. Greenfield
Gary J. Pashby
Thomas J. Welk
Michael S. McKnight
Gregg S. Greenfield
Roger A. Sudbeck
Lisa Hansen Marso
Heather R. Springer
Heith R. Janke
Nettie Sanchez-Cole

101 North Phillips Avenue, Suite 600
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-0618
www.bgpw.com

J.W. Boyce (1884-1915)

Writer's Direct Dial:
(605) 731-0208

Writer's Email:
tjwelk@bgpw.com

January 10, 2003

VIA UPS OVERNIGHT

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

RECEIVED

JAN 13 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Filing of Agreements between U S WEST Communications, Inc. and Black Hills
FiberCom, L.L.C.
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 following four agreements between U S WEST Communications, Inc. ("U S WEST") and Black Hills FiberCom, L.L.C. ("Black Hills") for approval by the Commission:

1. Line Information Data Base Storage Agreement;
2. Common Channel Signaling Network Interconnection Agreement;
3. Internetwork Calling Name Delivery Service Agreement; and
4. Custom Local Area Signaling Services Network Interconnection Agreement;

The Agreements are negotiated agreements which set forth the terms, conditions and prices under which U S WEST 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 U S WEST is providing local exchange service at that time and for which U S WEST is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services.

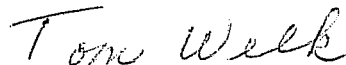
The Agreements do not discriminate against other telecommunications carriers, and the Agreements are consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

The Agreements are consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996 and the rules of the Federal Communications Commission and all disputes arising in South Dakota will be resolved by South Dakota law. Expeditious approval of these Agreements will enable Black Hills to enter the local exchange market and provide customers with increased choices among local exchange services.

Black Hills has authorized U S WEST to submit these Agreements on Black Hills' behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj
Enclosures

cc: Ronald Schaible (enclosure letter only)
Ms. Colleen Sevoid
Linn Evans (enclosure letter only)

JAN 13 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

INTERNETWORK CALLING NAME DELIVERY SERVICE AGREEMENT

("ICNAM SERVICE")

This Agreement is entered into between U S WEST Communications, Inc., a Colorado corporation (hereinafter referred to as "USWC"), and Black Hills FiberCom, L.L.C., a South Dakota limited liability company ("FiberCom"). The service(s) described in this Agreement shall be performed in the State of South Dakota.

WHEREAS, USWC provides intrastate, basic local exchange telephone services such as Internetwork Calling Name Delivery Service (hereinafter "ICNAM" service), to subscribers in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming; and

WHEREAS, FiberCom desires to purchase USWC's ICNAM service, and USWC wishes to provide ICNAM service to FiberCom, thereby transporting Calling Name data between USWC's ICNAM database and FiberCom's Calling Name (CNAM) database under terms and conditions prescribed in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, USWC and FiberCom agree as follows:

SECTION 1. DEFINITIONS

- A. Subscribers mean end users of FiberCom's telecommunications services who wish to have callers identified prior to answering calls.
- B. A-Links mean a diverse pair of facilities connecting local end office switching centers with USWC Signaling Transfer Points (STPs).
- C. ICNAM service is a USWC service that allows FiberCom to query USWC's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to FiberCom's subscribers.
- D. ICNAM database is the USWC database which contains current listed name data by working telephone number served or administered by USWC, including listed name data ~~provided by other local exchange carriers participating in the Calling Name Delivery Service arrangement.~~
- E. Service Control Point (SCP) is a control point in an SS7 network.
- F. Service Point (SP) is an SS7 network interface element capable of initiating and/or terminating SS7 Messages. SPs may be end offices, access tandem switches, operator service systems, database managers, or other SPs.
- G. Service Switching Point (SSP) is the software capability within an SP, and the SSP provides the SP with the SS7 message preparation/interpretation capability, plus SS7 transmission/reception access ability.
- H. Signaling Transfer Point (STP) is the point where FiberCom interconnects with USWC's SS7 network. In order to connect to USWC's SS7 network, FiberCom or other third

party initiating FiberCom's ICNAM queries must connect with a USWC STP in order to connect to USWC's SCP.

SECTION 2. DESCRIPTION

- A. Under this Agreement, in response to proper signaling queries, USWC will provide FiberCom with ICNAM database subscriber information if the calling party's subscriber information is stored in the USWC ICNAM database. The effect being that the called party subscriber can identify the calling party listed name prior to receiving the call, except in those cases where the calling party subscriber has its ICNAM information blocked.
- B. During the term of this Agreement, USWC will allow FiberCom to query USWC's ICNAM database in order to obtain ICNAM information which identifies the calling party subscriber.
- C. The ICNAM service provided under this Agreement shall include the database dip and transport from USWC's regional STP to USWC's SCP where the database is located. Transport from FiberCom's network to USWC's local STP is provided via A-Links which are described and priced in the Interconnection Agreement between FiberCom and USWC. Transport from USWC's local STP to USWC's regional STP is not included as a part of this Agreement, nor in the pricing for the ICNAM service provided under this Agreement. In the event that transport from USWC's local STP to USWC's regional STP is added to the ICNAM pricing provided hereunder, USWC will provide sixty (60) days prior written notice of any resulting change in the pricing for the ICNAM service.

SECTION 3. TERM OF AGREEMENT

This Agreement shall become effective upon execution and shall continue in full force and effect as long as FiberCom has an interconnection agreement, unless canceled by either party with thirty (30) days written notice.

SECTION 4. RESPONSIBILITIES OF THE PARTIES

- A. Upon queries by FiberCom's end users, USWC will provide ICNAM information attached hereto as Exhibit A.
- B. USWC will provide information that is currently in its ICNAM Database accessed by FiberCom.
- C. FiberCom warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per specification standard documents identified in Exhibit B. FiberCom acknowledges that transmission in said protocol is necessary for USWC to provision its ICNAM services. FiberCom will adhere to other applicable standards, which include Bellcore specifications defining service applications, message types and formats. USWC reserves the right to modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with FiberCom.

- D. All queries to USWC's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. FiberCom acknowledges that such subsystem number and translation type values are necessary for USWC to properly process queries to USWC's ICNAM database.
- E. FiberCom acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of USWC's SS7 network. FiberCom further agrees that USWC, in its sole discretion, shall employ certain automatic and/or manual overload controls within USWC SS7 network to safeguard against any detrimental effects. USWC shall report to FiberCom any instances where overload controls are invoked due to FiberCom's SS7 network, and FiberCom agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.
- F. FiberCom agrees to comply, at its own expense, with the provision of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the services hereunder which include the satisfaction of all tax and other governmentally imposed responsibilities as a Local Exchange Carrier customer, including but not limited to, payment of federal, state, or local sales use, excise, or other taxes or tax-like fees, imposed on or with respect to USWC's Caller Name Services and FiberCom's subscriber services (hereinafter referred to as "Tax(es)", including Taxes imposed directly on USWC and relating to FiberCom's (or FiberCom's subscriber) services. FiberCom shall, where permissible by law, file returns or reports relating to such Taxes, and pay or remit all such Taxes and other items to the appropriate taxing authority.
- G. USWC shall exercise best efforts to provide FiberCom accurate and complete ICNAM information. USWC does not warrant or guarantee the correctness or the completeness of such information; however, USWC will access the same ICNAM database for FiberCom's queries as USWC accesses for its own queries. In no event shall USWC have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by FiberCom.
- H. FiberCom must arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, FiberCom will not reveal that caller's name or number to the called party (FiberCom's end user). FiberCom will comply with all Federal Communications Commission guidelines and, if applicable, the appropriate state Commission rules, with regard to honoring the privacy indicator. FiberCom agrees to indemnify and hold USWC harmless for any claims by third parties resulting from FiberCom's failure to comply with this provision.

SECTION 5. OWNERSHIP OF ICNAM INFORMATION

USWC retains full and complete ownership and control over the ICNAM database and all information in its database. FiberCom agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to USWC's database. FiberCom will prohibit its subscribers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by FiberCom to its end user after FiberCom initiated a ICNAM query to USWC's ICNAM database.

SECTION 6. PROVISION OF ICNAM SERVICES

- A. USWC services shall be provided in accordance with the terms and conditions of this Agreement.
- B. If at any time during the term of this Agreement a tariff for ICNAM service becomes effective, the tariff and all terms and conditions, including all rates, will supersede this Agreement.

SECTION 7. CHARGES AND PAYMENT

- A. FiberCom agrees to pay USWC for each and every query initiated into USWC's ICNAM database for any information at the rate of \$0.016 per query, whether or not any information is actually provided.
- B. ICNAM rates will be billed to FiberCom monthly by USWC for the previous month. FiberCom agrees to pay the bill within thirty (30) days of the bill date. If payment is not received within thirty (30) days of the bill date, FiberCom agrees to pay a late charge of one and one half percent (1 1/2 %) per month, or the maximum percentage allowed by law, whichever is lower, on the unpaid balance.

SECTION 8. LIMITATION OF LIABILITY

Under no circumstances shall either party be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to, loss of business, loss of use, or loss of profits which arise in any way, in whole or in part, as a result of any action, error, mistake, or omission, whether or not negligence on the part of either party occurs. One party's liability to the other party for direct, actual damages shall not exceed the amount required to correct the error, mistake, or omission under this Agreement.

SECTION 9. INDEMNIFICATION

To the extent not prohibited by law, each party shall indemnify and hold harmless the other party, its officers, agents and employees from and against any loss, cost, claim, actions, damages or expense (including attorney fees), brought by a person not a party under this Agreement which relates to or arises out of the negligent or intentional acts, errors or omissions of the indemnifying party in connection with action or inaction under this Agreement. Notwithstanding the foregoing, it is understood that USWC shall not be liable under any theory whatsoever to FiberCom's end users on account of any errors, omissions, deficiencies, or defects in the information provided pursuant to this Agreement.

SECTION 10. LAWFULNESS OF AGREEMENT

This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency and regulatory orders. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 11. FORCE MAJEURE

Neither party shall be held responsible for any delay in performance or failure to perform under this Agreement if such delay is caused by fires, strikes or other labor disputes, embargoes, explosion, power blackout, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control rendering performance impossible or commercially impracticable. If such contingency occurs, this Agreement will be suspended for the duration of the delaying cause and shall be resumed once the delaying cause ceases, provided such cause does not exist beyond 180 days, in which case, this Agreement, at the option of the injured party, shall be deemed terminated.

SECTION 12. DISPUTE RESOLUTION

Other than those claims over which a regulatory agency has exclusive jurisdiction, all disputes between the Parties shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction. Federal law, not state law, shall govern the arbitrability of all claims.

SECTION 13. NOTICES.

All notices required by or relating to this Agreement shall be in writing and shall be sent to the Parties to this Agreement at their addresses set forth below, unless the same is changed from time to time, in which event each party shall notify the other in writing of such change. All such notices shall be deemed duly given if mailed, postage prepaid, and directed to the addresses then prevailing. If any questions arise about dates of notices, postmark dates control.

Black Hills FiberCom, L.L.C.
Director of Operations
909 Deadwood Avenue
Rapid City, SD 57702

USWC
Director Interconnection Compliance
1801 California Street, Suite 2410
Denver, Colorado 80202

SECTION 14. ASSIGNMENT

FiberCom may not assign this Agreement to a third party without the prior written consent of USWC. A change in control, defined as a change in a party's controlling interest, whether by acquisition of voting stock, receipt of profits or otherwise, shall be deemed an assignment.

SECTION 15. SEVERABILITY

If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability or any other part or provision of this Agreement.

SECTION 16. NON-WAIVER

No course of dealing or failure of a party to enforce strictly any term, right, obligation or provision of this Agreement or to exercise any option provided hereunder shall be construed as a waiver of such provision.

SECTION 17. MISCELLANEOUS

USWC makes no representations nor does this Agreement imply that USWC will provide a service or a product beyond the term of this Agreement irrespective of the outcome. Notwithstanding any other provision of this Agreement, USWC reserves the right to discontinue the ICNAM service herein if incoming calls are so excessive as determined by USWC that the ICNAM database cannot operate in a quality manner.

SECTION 18. GOVERNING LAW


This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the State in which services are provided under this Agreement.

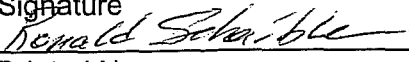
SECTION 19. ENTIRE AGREEMENT

This Agreement contains the entire expression of the parties' bargain. No other documents or communications may be relied upon in interpreting this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

FiberCom



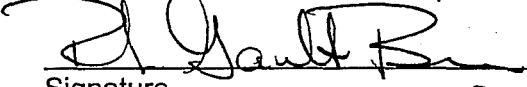
Signature


Printed Name
Vice President & General Manager

Title
3/30/99

Date

U.S. WEST Communications, Inc.



Signature
Rhonda Gault Brown

Printed Name
Account Manager

Title
3-30-99

Date

EXHIBIT A

INFORMATION TO BE PROVIDED

In response to queries properly received at USWC's databases, USWC will provide the following information that relates to the calling telephone number (where the information is actually available in USWC's database(s) and the delivery thereof is not blocked or otherwise limited by the end user, calling party or other appropriate request). FiberCom is responsible for properly and accurately launching and transmitting the query from its serving office to the USWC database(s).

Information:

1. Listed Name of the Calling Party

EXHIBIT B

SPECIFICATIONS AND STANDARDS

<u>Issuing Organization</u>	<u>Document Number</u>
A. Bellcore-SS7 Specification	TR-NPL-000246
B. ANSI-SS7 Specifications	
-Message Transfer Part	T1.111
-Signaling Connection Control Part	T1.112
-Transaction Capabilities Application Part	T1.114
C. Bellcore-CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore-CCS Network Interface Specifications	TR-TSV-000905

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of January 9, 2003 through January 15, 2003

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3705

CONSUMER COMPLAINTS

CN03-001 In the Matter of the Complaint filed by Veda J. Boxwell, Sioux Falls, South Dakota, against MidAmerican Energy Company Regarding Billing.

Complainant states that after selling her property at 1000 N. Minnesota, she contacted MidAmerican and asked that it remove her name from the billing at this address and to inquire about what her final bill would be. In January 2003, Complainant requested that MidAmerican put her name on the billing address at 3316 N. 9th Ave. MidAmerican told her that it could not put her name on the account because she had service in her name at 1000 N. Minnesota and had an outstanding bill of \$240.00. Complainant requests that service be removed from her name at 1000 N. Minnesota, effective January 15, 2002, that the outstanding bill at this address be removed from her name and that she be allowed service in her name at 3316 N. 9th Ave., effective immediately.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/10/03
Intervention Deadline: N/A

CT03-001 In the Matter of the Complaint filed by Berdell Kinsley, Springfield, South Dakota, against BroadWing Telecommunications, Inc. Regarding Unauthorized Switching of Services.

Complainant states that his service was switched without his authorization. Complainant requests a payment of \$800.00 for the unauthorized switch and reimbursement of expenses to attend a hearing.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Intervention Deadline: N/A

ELECTRIC

EL03-002 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of DeSmet.

Application by Otter Tail Power Company for approval of a contract with deviations with the City of DeSmet. The current municipal contract providing electrical service expires February 1, 2003. The new contract contains rates that are not otherwise tariffed.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 01/14/03
Intervention Deadline: 01/24/03

NATURAL GAS

NG03-001 In the Matter of the Filing by MidAmerican Energy Company for Approval of its 2002 Economic Development Report and its 2003 Economic Development Plan.

Application by MidAmerican Energy Company for approval of its 2002 Economic Development Report and 2003 Economic Development Plan in accordance with the Settlement Stipulation in Docket NG01-010. The Settlement Stipulation specifies that economic development expenses up to \$100,000 shall be equally paid by ratepayers (\$50,000) and shareholders (\$50,000) and that MidAmerican's programs will be submitted for approval on an annual basis.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 01/15/03
Intervention Deadline: 01/31/03

TELECOMMUNICATIONS

TC03-002 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and Advanced Telecom Group, Inc.

TC03-003 In the Matter of an Agreement between U S WEST Communications, Inc., Qwest Communications International, Inc. and AT&T Corporation, AT&T Communications of the Midwest, Inc., AT&T Communications of the Mountain States, Inc., AT&T Communications of the Pacific Northwest, Inc. and AT&T Broadband Services, Inc. dba AT&T Cable Services and Teleport Communications Group, Inc. dba AT&T Local Services.

TC03-004 In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation and Black Hills FiberCom, L.L.C.

TC03-005 In the Matter of a Confidential Settlement Document in Letter Format between U S WEST, Inc. and McLeodUSA.

TC03-006 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.

TC03-007 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA Telecommunications Services, Inc.

TC03-008 In the Matter of a Letter Agreement between Qwest Corporation and McLeodUSA Incorporated.

TC03-009 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.

TC03-010 In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.

- TC03-011** In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.
- TC03-012** In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.
- TC03-013** In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.
- TC03-014** In the Matter of a Subject to Rule of Evidence 408, Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.
- TC03-015** In the Matter of a Confidential Agreement to Provide Directory Assistance Database Entry Services between Qwest Corporation and McLeodUSA Telecom Development, Inc.
- TC03-016** In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation, successor to U S WEST Communications, Inc., and McLeodUSA Telecommunications Services, Inc.
- TC03-017** In the Matter of a Confidential Billing Settlement Agreement between Qwest Communications Corporation and McLeodUSA Telecommunications Services, Inc.
- TC03-018** In the Matter of a Memorandum of Understanding between Qwest Corporation and Z-Tel Communications, Inc.

The above 17 Agreements were filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether these Agreements were a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, these dockets were opened for the purpose of receiving a Commission ruling on whether these Agreements should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. Qwest has requested confidential treatment of the contents of these Agreements pursuant to ARSD chapter 20:10:01. Any party wishing to comment on these Agreements may do so by filing written comments with the Commission and the parties to these Agreements no later than February 5, 2003. Parties to these Agreements 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: 01/10/03
 Initial Comments Due: 02/05/03

- TC03-019** In the Matter of a U S WEST Service Level Agreement with Covad Communications Company Unbundled Loop Services between U S WEST Network Complex Services and Covad Communications Company.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the

mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, Qwest f/k/a U S WEST, agreed to make demonstrable improvements to its provisioning service performance on unbundled loops, in order to reach service quality standards as set forth in the Agreement. Covad agreed to withdraw its opposition to the U S WEST/Qwest merger in return. 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 February 5, 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-020 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, in consideration for McLeodUSA's withdrawal from the dockets related to the U S WEST/Qwest merger, Qwest f/k/a U S WEST agreed to pay McLeodUSA a fixed sum for the settlement of disputes involving nonblocked Centrex service, subscriber list information and miscellaneous billing disputes. 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 February 5, 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-021 In the Matter of a Confidential Agreement in Letter Format between Qwest Communications International, Inc. and McLeodUSA Incorporated.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, the parties agreed to (1) develop an implementation plan by which the parties agree to implement their interconnection agreements, (2) arrange quarterly meetings to address unresolved and/or anticipated business issues, and (3) establish and follow escalation procedures to facilitate and expedite business-to-business dispute resolutions as set forth in the Agreement. 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 February 5, 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-022 In the Matter of the Filing by NOS Communications, Inc. for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On January 10, 2003, NOS Communications, Inc. filed a request for approval of switched access rates with consideration of ARSD 20:10:27:07 being waived. The Applicant has also requested a waiver of ARSD 20:10:27:12. NOS Communications, Inc. intends to mirror the switched access tariffed rates of Qwest.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Intervention Deadline: 01/31/03

TC03-023 In the Matter of the Filing for Approval of a Boundary Change between Valley Telecommunications Cooperative Association, Inc. and Venture Communications Cooperative.

Valley Telecommunications and Venture Communications have filed a joint petition proposing changes to several exchange boundaries. The proposed exchange boundaries affect the following exchanges: Glenham/Selby, Mound City/Selby, Eureka/Selby, Hosmer/Bowdle, Ipswich/Roscoe.

Staff Analyst: Michele M Farris
Staff Attorney: Karen Cremer
Date Docketed: 01/13/03
Intervention Deadline: 01/31/03

TC03-024 In the Matter of the Filing for Approval of a Line Information Data Base Storage Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Line Information Data Base Storage Agreement between U S WEST (now Qwest) and Black Hills FiberCom, L.L.C. According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions, and prices under which U S WEST agreed to 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 U S WEST was providing local exchange services at that time and for which U S WEST was 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-025 In the Matter of the Filing for Approval of a Common Channel Signaling Network Interconnection Agreement Switched Access Services between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The agreement is a 1999 Common Channel Signaling Network Interconnection Agreement Switched Access Services. According to the parties, the agreement is a negotiated agreement which describes the terms and conditions under which the parties agree to permit their customers to use line number telephone calling cards to initiate calls and also to permit their customers to bill calls to accounts associated with cards, collect, bill to third number and public telephone check for the specific number. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-026 In the Matter of the Filing for Approval of an Internetwork Calling Name Delivery Service Agreement (ICNAM Service) between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Internetwork Calling Name Delivery Service Agreement ("ICNAM Service") which provides the terms and conditions under which U S WEST (now Qwest) will provide ICNAM services to BHFC, thereby transporting Calling Name data between the parties' databases. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-027 In the Matter of the Filing for Approval of a Custom Local Area Signaling Services (CLASS) Network Interconnection Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Custom Local Area Signaling Services ("CLASS") Network interconnection Agreement which describes the terms and conditions under which the parties agreed to provide each other access to interconnect their respective networks for the provision of intraLATA CLASS in compliance with the Common Channel Signaling Network ("CCSN") Interconnection Agreement for switched access 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-028 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation (Qwest) and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-029 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-030 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to

obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-031 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-032 In the Matter of the Application of Alticomm, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

Alticomm, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide a full range of services on a resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/14/03
Intervention Deadline: 01/31/03

TC03-033 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and FiberComm, L.C.

On January 15, 2003, the Commission received for approval a filing of an Amendment to an Interconnection Agreement between Qwest Corporation (Qwest) and FiberComm, L.C. (FiberComm). According to the parties, the Amendment is a negotiated amendment to the Agreement between the parties approved by the Commission in Docket TC01-020 which became effective July 12, 2001. The Amendment is made in order to add terms and conditions for the Special Request Process as set forth in Exhibit B 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 February 4, 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: 01/15/03
Initial Comments Due: 02/04/03

TC03-034 In the Matter of the Application of Business Network Long Distance, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Business Network Long Distance, Inc. has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, and travel card services throughout South Dakota.

Staff Analyst: Michele M. Farris
Staff Attorney: Karen Cremer
Date Docketed: 01/15/03
Intervention Deadline: 01/31/03

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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 INTERNETWORK CALLING)	AGREEMENT
NAME DELIVERY SERVICE AGREEMENT)	
(ICNAM SERVICE) BETWEEN U S WEST)	TC03-026
COMMUNICATIONS, INC. AND BLACK HILLS)	
FIBERCOM, L.L.C.)	

On January 13, 2003, the Commission received for approval a filing of an Internetwork Calling Name Delivery Service Agreement (ICNAM Service) between U S WEST Communications, Inc. n/k/a Qwest Corporation (U S WEST) and Black Hills FiberCom, L.L.C. (FiberCom).

On January 16, 2003, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until February 3, 2003, to do so. No comments were filed.

At its duly noticed March 18, 2003, meeting, the Commission considered whether to approve the agreement between U S WEST and FiberCom. 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 agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 25th day of March, 2003.

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><i>Delaine Kolbo</i></u>
Date: <u>3/26/03</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



Timothy J. Goodwin
Senior Attorney
1801 California
Suite 4700
Denver, CO 80202
303-896-9874
303-896-8120 (fax)
tim.goodwin@qwest.com

March 31, 2003

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

RECEIVED
APR 01 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Dockets TC03-024 through TC03-031

Dear Ms. Bonrud:

At the Commission's regular meeting on March 18, 2003, the Commission requested that Qwest supply a written explanation concerning the filing of the agreements reflected in TC03-024 through TC03-031 on or before April 1, 2003. I attach the original and ten copies of Qwest's Supplemental Comments responsive to this request for filing. If you have any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Goodwin".

Timothy J. Goodwin

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

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

<i>In The Matter Of The Filing For Approval Of A Line Information Data Base Storage Agreement Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-024
<i>In The Matter Of The Filing For Approval Of A Common Channel Signaling Network Interconnection Agreement Switched Access Services Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-025
<i>In The Matter Of The Filing For Approval Of An Internetwork Calling Name Delivery Service Agreement (Icnam Service) Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-026
<i>In The Matter Of The Filing For Approval Of A Custom Local Area Signaling Services (Class) Network Interconnection Agreement Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-027
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wsp - Transit Qwest - Clec) Between Qwest Corporation And Mcleodusa Telecom Development, Inc.</i>	TC03-028
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wireline - Transit Qwest - Clec) Between Qwest Corporation And Mcleodusa Telecom Development, Inc.</i>	TC03-029
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wsp - Transit Qwest - Clec) Between Qwest Corporation And Midcontinent Communications, Inc.</i>	TC03-030
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wireline - Transit Qwest - Clec) Between Qwest Corporation And Midcontinent Communications, Inc.</i>	TC03-031

SUPPLEMENTAL COMMENTS OF QWEST CORPORATION

Qwest Corporation (“Qwest”) submits the following supplemental comments in these dockets pursuant to the Commission’s oral request during a March 18, 2003 hearing on the dockets that Qwest explain why the agreements reflected in TC03-024 through TC03-031 were not filed earlier.

INTRODUCTION

On January 13, 2003, Qwest petitioned the Commission to approve pursuant to Section 252(e) the agreements reflected in TC03-024 through TC03-031 (the “Agreements”) under the new standards adopted by the FCC. Under each of these Agreements, CLECs subscribe to various standard product offerings which are and have been generally available on equal terms to all CLECs through standard, uniform provisions contained in Qwest’s SGATs or other filed and approved interconnection agreements. These standard offerings include Custom Local Area Calling Services (CLASS), Internetwork Calling Name Delivery Service (ICNAM), Transient Interim Signaling Capability Service, Line Item Data Base Service, Common Channel Signaling, and Transit Record Exchange. As shown by a review of each of the Agreements, these documents are standard forms that the parties execute when the CLEC requests these types of offerings.

Prior to and even after the FCC’s October 4, 2002 ruling on Qwest’s request for clarification of the filing standards,¹ Qwest did not consider such form contracts as within the Section 252 filing requirement. For example, these types of order form contracts were provided to the Minnesota Department of Commerce as part of the unfiled agreements docket in that state, and the Minnesota Department of Commerce never identified these form contracts as agreements that are within the Section 252 filing requirement.

However, a subsequent comment in the FCC's December 23, 2002 ruling on Qwest's application for section 271 relief in nine other states suggested that even these form contracts potentially could be subject to Section 252. Qwest promptly reviewed the Agreements (and several others) in light of the December 23, 2002 comment, the standards announced by the FCC in October 2002, and particularly Qwest's announced policy to resolve all Section 252 issues in favor of filing. Thus, on January 13, 2002, Qwest filed the Agreements.

DISCUSSION

As Qwest noted in its original comments in these dockets, as of May 2002 Qwest adopted new policies under which all future contracts creating ongoing obligations with respect to Sections 251(b) or (c) are filed with state commissions for approval under Section 252. Qwest also created a senior-level committee to enforce compliance with this policy. These policies apply across all states in the Qwest region. Subsequently, on October 4, 2002, the FCC issued a Declaratory Ruling regarding the scope of the Section 252 filing requirement that was consistent with Qwest's self-imposed policy standard.

As part of its implementation of these policies, in September 2002 Qwest filed in South Dakota previously unfiled agreements insofar as those contracts contained provisions creating on-going obligations that relate to Section 251(b) or (c) which have not been terminated or superseded by agreement, commission order, or otherwise. These filings were equivalent to those made the previous month in the several other states. Four contracts were filed in South Dakota, and the Commission approved those contracts on December 19, 2002.

¹ *Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements Under Section 252(a)(1)*, 17 FCC Rcd 19337 (Oct. 4, 2002).

Through these September filings, Qwest believed that it had complied with the requirements of Section 252 as expressed in Mr. Davis's May, 2002 letter and Qwest's quite broad filing standard that it has applied since. Then, on October 4, 2002, the FCC issued its ruling on Qwest's Petition for Declaratory Ruling, and supported, in Qwest's view, its understanding that these types of form contracts were not within the filing requirement. That is, the FCC stated in paragraph 13 the following:

13. Qwest has argued, in another proceeding, that order and contract forms used by competitive LECs to request service do not need to be filed for state commission approval because such forms only memorialize the order of a specific service, the terms and conditions of which are set forth in a filed interconnection agreement. We agree with Qwest that forms completed by carriers to obtain service pursuant to terms and conditions set forth in an interconnection agreement do not constitute either an amendment to that interconnection agreement or a new interconnection agreement that must be filed under Section 252(a)(1).

Thus, Qwest had not filed the Agreements at issue here – certain boilerplate contracts used by CLECs in the ordinary course to order ancillary interconnection services – understanding them to fall into the category of contract order forms that did not require prior state commission approval under that Ruling. In the FCC's order on Qwest's application for section 271 relief in Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming,² however, the Commission made a comment that precipitated the filing of the Agreements. The FCC found that at least one such contract “does not appear on its face to fall within the scope of the filing requirement exceptions set forth in the Commission's declaratory ruling. . . .”³ Even so, the Commission found that because the terms of the agreement are available through SGATs in the relevant states, the terms of the agreement are

² *Memorandum Opinion and Order* in WC Docket No. 02-314 (Dec. 23, 2002) (“*Qwest 271 Order*”)

³ *Qwest 271 Order* ¶ 491 n.1789.

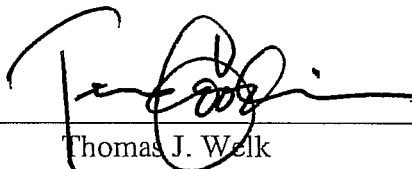
available to other CLECs “and thus no ongoing discrimination exists that would warrant denial of this section 271 application.”⁴

To eliminate any issue in South Dakota or before the FCC in connection with Qwest’s application for section 271 relief for South Dakota, Qwest promptly filed the Agreements for approval under Section 252 in South Dakota, and similar form contracts in Oregon and New Mexico as well. The Agreements filed in South Dakota and represented in Dockets TC03-024 through TC03-031 are all form contracts similar to the agreement discussed in the *Qwest 271 Order*. Qwest must make clear that it continues to believe that, when examined in context as opposed to simply on their face, it is clear that these Agreements are order form contracts exempt from Section 252. However, we have no objection to filing them; they simply reflect the same terms that are and always have been available to all CLECs equally.

In sum, no South Dakota CLEC has been injured in this matter because the contract terms are standard provisions that have been available to all CLECs. Especially given that, no CLEC intervened in these dockets or complained about the timing of the Agreements’ filing, and in light of the significant, proactive steps Qwest has taken to ensure the prompt filing of all agreements that arguably fall under the FCC’s filing standards pursuant to sections 251 and 252 of the 1996 Act, Qwest respectfully requests that Dockets TC03-024 through –031 be closed.

⁴ *Id.*

Respectfully submitted this 31st day of March, 2003.



Thomas J. Welk
BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.
101 North Phillips Avenue, Suite 600
P. O. Box 5015
Sioux Falls, SD 57117-5015
(605) 336-2424

Tim Goodwin, Senior Attorney
QWEST SERVICES CORPORATION
1801 California Street
Denver, CO 80202

ATTORNEYS FOR QWEST CORPORATION