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DOCKET NO.

In the Matter of

IN THE MATTER OF THE FILING BY U S WEST COMMUNICATIONS, INC. FOR APPROVAL OF INTERCONNECTION AGREEMENT BETWEEN BLACK HILLS FIBERCOM, INC. AND U S WEST COMMUNICATIONS, INC.

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

- 11/24/98 Filed and docketed;
- 11/25/98 Reply filings;
- 12/9/98 Staff Analysis and Recommendation;
- 12/19/98 Supplement to Staff Analysis and Recommendation;
- 12/15/98 Response to Staff Analysis and Recommendation;
- 12/21/98 Response to Staff Analysis and Recommendation;
- 1/6/99 Order Approving Agreement;
- 1/6/99 Docket Closed

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November 23, 1998

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Via Overnight Delivery

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
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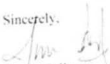
**Re: Filing of Interconnection Agreement between Black Hills FiberCom, Inc.
and U S WEST Communications, Inc.**

Dear Mr. Bullard:

Enclosed for filing is an original and ten (10) copies of the Interconnection Agreement (the "Agreement") between Black Hills FiberCom, Inc. and U S WEST for approval by the Commission.

A copy of this letter with a stamped self-addressed envelope is also enclosed. Please date stamp the copy of the letter and return it to me. Thank you for your cooperation and assistance in this matter.

Sincerely,



James Gallegos

Enclosure

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

INTERCONNECTION AGREEMENT BETWEEN

BLACK HILLS FIBERCOM, INC.

AND

U S WEST COMMUNICATIONS, INC.

FOR THE STATE OF

SOUTH DAKOTA

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT, made as of the ____ day of _____ 1998, is between **Black Hills FiberCom, Inc.**, a South Dakota Corporation ("Black Hills") and **U S WEST Communications, Inc.** ("USWC"), a Colorado corporation.

RECITALS

WHEREAS, a major purpose of the Telecommunications Act of 1996 ("TA 1996") is to permit and encourage the vigorous competition that provides widespread consumer choice and less government regulation in all segments of the telecommunications industry; and

WHEREAS, this Agreement is intended to promote independent, facilities-based local exchange competition by encouraging the rapid and efficient interconnection of competing local exchange service networks; and

WHEREAS, the Parties seek to accomplish interconnection in a technically and economically efficient manner in accordance with all requirements of TA 1996 including the entire "Competitive Checklist" as set forth in TA 1996, Section 271(c)(2)(B); and

WHEREAS, the public will benefit if the local exchange networks of the Parties are interconnected so that customers of each carrier can seamlessly exchange telecommunications traffic; and

WHEREAS, Section 252 of TA 1996 mandates good faith negotiations between incumbent Local Exchange Carriers and any telecommunications carrier requesting interconnection without regard to the standards set forth in subsections (b) and (c) of Section 251 of TA 1996; and

WHEREAS, Black Hills notified USWC of its request for negotiations with USWC pursuant to Section 252 of TA 1996; and

WHEREAS, USWC and Black Hills utilized this negotiation process; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Black Hills and USWC hereby covenant and agree as set forth in this Agreement.

DEFINITIONS

1. "Automatic Number Identification" or "ANI" is a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
2. "Basic Loops" are 2-wire analog voice grade Loops that support analog transmission of 300-3000 Hz with loss no greater than 8 db; dial repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch).

and repeat ringing in the other direction (toward the end user). This Loop is commonly used for local dial tone service for residence and business customers.

3. "Busy Line Verification" or "BLV" refers to a service in which an end user requests an operator to confirm the busy status of a line.
4. "Busy Line Verification and Interrupt" or "BLVI" refers to a service in which an end user requests an operator to confirm the busy status of a line and requests an interruption of the call.
5. "Calling Party Number" or "CPN" is a CCS parameter which refers to the number transmitted through the network identifying the calling party.
6. "Central Office Switch" or "Central Office" means a switching entity within the public switched telecommunications network, including but not limited to:
 - "End Office Switches" which are switches from which end user Exchange Services are directly connected and offered.
 - "Tandem Switches" which are switches that are used to connect and switch trunk circuits between and among Central Office Switches and IXC switches.
 - Central Office Switches may be employed as combination End Office/Tandem Switches.
7. "Centralized Message Distribution System" ("CMDS") is the transport system that LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.
8. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
9. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, and Selective Call Rejection.
10. "Commission" means the South Dakota Public Utilities Commission.
11. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network presently used by telecommunications carriers.
12. "Conditioning" means use of the appropriate technical treatment for the provision of particular service.

- 13 "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements
- 14 "Cross Connect" means an intra-wire center channel connecting separate pieces of telecommunications equipment
- 15 "DSX Panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates
- 16 "DS-1" is a digital signal rate of 1 544 Megabits Per Second ("Mbps")
- 17 "DS-3" is a digital signal rate of 44 736 Mbps
- 18 "EICT" or "Expanded Interconnection Channel Termination" refers to the connection between the collocation point of termination ("POT Bay") and the unbundled Network Element or interconnection point to a switched or dedicated arrangement or service in USWC's network
- 19 "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files
- 20 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records
- 21 "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes but may not be limited to basic residence and business line service, PBX trunk line service, Public Access Lines ("PAL") service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Switched and Special Access services
- 22 "FCC" means the Federal Communications Commission
- 23 "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. between or among networks
- 24 "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services
- 25 "Interim Number Portability" or "INP" means the delivery of SPNP capabilities through the use of switch-based call routing. INP arrangements cannot support certain CLASS features

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26. "ISDN" means Integrated Services Digital Network, which is a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice and/or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 24 bearer and 1 data channels.
 27. "LATA" means Local Access Transport Area, which denotes a geographical area established for the provision and administration of communications services. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes (based on the Modification of Final Judgment).
 28. "Local Exchange Carrier" or "LEC" shall have the meaning set forth in TA 1996.
 29. "Local Exchange Routing Guide" or "LERG" is a Bellcore Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
 30. "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Traffic, using the Bellcore Technical Reference GR-317.
 31. "Local Traffic" means traffic originated on the network of an LEC in a LATA and completed directly between that LEC's network and the network of another LEC in that same LATA, within the same local calling area as is provided by the incumbent LEC for local calls in that LATA.
 32. "Loop" is a component of an Exchange Service. For purposes of general illustration, the Loop is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a USWC Wire Center, to the Network Interface Device in/at a customer's premises.
 33. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs or by one LEC in two or more states within a single LATA.
 34. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.
 35. "Meet Point Billing" refers to a billing arrangement used when two LECs jointly provide a Switched Access service over Meet Point Trunks, with each LEC receiving an

- appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the Parties will send multiple bills.
- 36 "Meet Point Trunks/Trunk Groups" are used for the joint provision of Switched Access services, utilizing the Bellcore Technical Reference GR-394.
- 37 "Mid Span Meet" is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for its portion of the transmission facility.
- 38 "NANP" means the "North American Numbering Plan," the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 39 "Network Interface Device" or "NID" means a device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.
- 40 "Network Element" is a facility or item of equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.
- 41 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 500, Toll Free Service NPAs, 900, and 700 are examples of Non-Geographic NPAs.
- 42 "NXX," "NXX Code" or "Central Office Code" is the three digit switch entity indicator which is defined by the "D," "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 43 "Public Access Line" or "PAL" Service is provided for use with customer-owned coin/coinless telephones at locations accessible to the public, subject to the availability of existing CO facilities and special operator equipped locations, as appropriate.
- 44 "Permanent Number Portability" or "PNP" means the delivery of SPNP capabilities through the use of call routing and addressing capabilities using new database queries, without impairment of quality, reliability, or convenience. PNP arrangements will be designed to support all CLASS features.

45. "Physical Collocation" means the physical placement of equipment of one LEC, necessary for interconnection or access to unbundled Network Elements, at the Wire Center of the other LEC. It is an interconnection architecture in which the collocated carrier extends network transmission facilities to a collocation space, with access on a seven days a week, 24 hours a day basis, within a Wire Center in the network of a second carrier.
46. "Point of Interconnection" or "POI" means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection. POIs may include a number of different technologies and/or technical interfaces based on the Parties' mutual agreement.
47. "Port" means a component of an Exchange Service, for purposes of general illustration, the Port includes a line card and associated peripheral equipment on an end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address.
48. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services.
49. "Rating Point" is the V&H coordinates associated with a particular telephone number for rating purposes.
50. "Routing Point" means a location which an LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point must be the same as the Rating Point and pursuant Bellcore document BSP 795-100-100. The Rating/Routing Point must be located within the rate center area.
51. "Service Control Point" or "SCP" is the node in the CCS network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point ("SSP"), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
52. "Service Provider Number Portability" or "SPNP" means the ability of users of telecommunications services to retain existing telephone numbers when switching from one LEC to another but remaining in the same geographic area.
53. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

54. "Switched Access" service means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access services include Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local interconnection.
55. "T-1/DS1 (4-Wire) Capable Loops" are Loops that will support full duplex transmission of isochronous serial data at 1.544 Mbps.
56. "Tariff" means and includes tariffs, price lists, catalog pages, and similar documents filed with the FCC or the Commission that designate rates, terms and conditions for the offering of services.
57. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.
58. "Trunk-Side" refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
59. "Virtual Collocation" means a collocation arrangement in which the collocator's facilities are terminated into a Wire Center of an LEC and are connected to LEC facilities that are provided and maintained by the LEC on behalf of the collocator for the primary purpose of interconnecting the collocator's facilities to the facilities of the LEC.
60. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of collocation, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
61. "Wireless Service Provider" or "WSP" means a provider of Commercial Mobile Radio Services ("CMRS") (e.g., cellular service provider, Personal Communications Services provider or paging service provider).

I. SCOPE OF AGREEMENT

- 1.1 Pursuant to this Interconnection Agreement Black Hills and USWC, collectively "the Parties", will extend certain arrangements to one another within each LATA in which they both operate within the State of South Dakota. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications

Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

- 1.2 The Parties have agreed to certain provisions in this Agreement, based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that certain of the Existing Rules are changed and modified, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), condition(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then this Agreement shall be amended to reflect such different term(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

II. NETWORK INTERCONNECTION

Compensation terms for services described in this Section are set forth in the Reciprocal Compensation Section below.

This Section describes the interconnection of the facilities and equipment of Black Hills and USWC for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service.

The Parties shall reciprocally terminate Local Exchange, IntraLATA Toll and Switched Access traffic, as follows:

A. Interconnection Within Each LATA

The Parties will interconnect with each access tandem in each LATA in which the Parties originate and terminate IntraLATA Toll and Switched Access traffic, as needed or agreed, so as to permit the interexchange of such traffic. The Parties also will interconnect with each other in each and every local calling area in which the Parties originate Local Traffic so as to permit the interexchange of such traffic. However, where multiple local calling areas are served by a single local tandem, the Parties will interconnect with each other at that local tandem for origination and termination of Local Traffic.

The Parties agree to interconnect their networks through existing and/or new facilities between their respective switches.

In addition to the interconnection described above, either Party may establish end office-to-end office or end office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote end offices, such interconnection:

1. for origination and termination of Local Traffic, shall occur at the location of the host or remote, at the option of the Party deploying the host-remote end office, without mileage charges if the host option is selected; and
2. for origination and termination of IntraLATA Toll and Switched Access traffic, shall occur at the location of the host, with applicable tariff charges.

B Fixed Points of Interconnection

Each trunk group between pairs of the Parties' switches and/or routing points for the exchange of Local Exchange, IntraLATA Toll and jointly provided Switched Access Traffic shall be assigned a fixed POI. Black Hills will be responsible for engineering its network on its side of the POI. USWC will be responsible for engineering the POI frame (if any) and its network on its side of the POI.

This Section is not intended to limit the Parties' options to choose the facilities over which to route their originated Local Exchange and IntraLATA Toll Traffic.

C Sizing and Structure of Interconnection Facilities

The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The interconnection facilities provided by each Party shall be Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, except as modified below.

When interconnecting at USWC's tandems, the Parties agree to establish Binary 8 Zero Sum Extended Super Frame ("B8ZS ESF") two-way trunks where available for the sole purpose of transmitting 64Kbps Clear Channel Capability ("CCC") data calls between them. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech". Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, LEC, or USWC internal customer demand for 64K CCC trunks.

When interconnecting at USWC's digital End Offices, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups and Meet Point Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

All interconnection facilities between the Parties will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

Tandem Interconnection

1. Black Hills will separate its local traffic to USWC onto local interconnection trunks. While the Parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network.
2. The local trunk groups may be terminated through USWC's local tandem, so long as USWC has capacity at its local tandem and so long as USWC provides B8ZS ESF capability at its local tandem to be used in accordance with the other provisions of this Agreement.
3. All toll trunk groups will be terminated through USWC's access tandem or end office.
4. Whenever Local Traffic for a particular subtending end office sent by Black Hills to USWC's tandem achieves a standard of 512 ECCS, Black Hills will deliver such local traffic on a separate trunk group to that end office.

D Trunking Directionality

1. Local Interconnection Trunk Groups and Meet Point Trunk Groups will be installed as two-way trunk groups. Separate two-way trunks will be established for Switched Access traffic where one of the Parties is operating as an IXC. Interconnection will be provided using two-way trunks, unless the Parties agree to the use of one-way trunks.

The following represents the Parties' agreement concerning the directionality of the separate trunks carrying the following types of traffic:

- a. IntraLATA toll and switched access trunks - two way
 - b. EAS/Local trunks - two way
 - c. Directory assistance trunks - one way
 - d. 911/E911 trunks - one way
 - e. Operator services trunks - one way
 - f. Commercial Mobile Radio Service/Wireless which terminates on USWC's network - See subsection 2 below
 - g. Meet point toll and non-USWC toll - two way
 - h. Transit local (wireless and wireline) - two way
 - i. Mass Calling Trunks, if applicable
2. WSP traffic will be delivered either on a separate trunk group or on a Switched Access trunk group. If a Switched Access trunk group is used, the Party delivering the traffic will be responsible for the payment of access charges.

E Common Channel Signaling and Signaling Protocol

The Parties will interconnect their networks using SS7 signaling, where available, as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks and access to databases such as 800 and Line Information Data Base ("LIDB"), where Black Hills requests such access from USWC. Black Hills may establish CCS interconnections with USWC either directly and/or through a third party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all current CLASS features and functions, to the extent each Party offers such features and functions to its own end users. All CCS signaling parameters, as may be deployed by either Party for its use, will be provided, including CPN. Neither Party will be required by the other Party to deploy any CCS signaling parameters not already deployed within its network. All privacy indicators will be honored.

F Local Interconnection Trunk Arrangements

1. The Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to the appropriate tandem only for those publicly-dialable NPA NXX codes served by end offices that directly subtend that tandem or to those WSPs that directly subtend that tandem.
2. Where end office trunking is used, the Parties shall deliver traffic over the Local Interconnection Trunk Group(s) to an end office only for those publicly-dialable NPA NXX codes served by that end office.
3. The source for the routing instructions shall be the LERG, when available. In any case, USWC will not be required to route calls destined to Black Hills NXXs via another LEC tandem.
4. Where either Party delivers over the Local Interconnection Trunk Group miscellaneous calls (i.e. time weather, NPA-555, Busy Line Verify/Interrupt, 976, 900 Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
5. Toll Free Service calls will be routed over appropriate trunks carrying Switched Access Traffic unless the end office Party performs the SSP function and the 800 SCP returns an IntraLATA POTS-routable number and a CIC of 110. In such a case, these calls will be routed over the appropriate trunk groups carrying Local Exchange or IntraLATA Toll Traffic if the POTS-routable number returned is located in one of the Party's networks.
6. Neither Party shall terminate Switched Access Traffic over Local Interconnection Trunks.

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7. N11 codes (i.e. 411, 611, 911) shall not be sent between the Parties' networks over the Local Interconnection Trunk Groups.

8. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective end users. The Parties will interconnect as follows:

A. For Black Hills

BLV and BLVI inquiries to Black Hills' operator bureaus shall be routed using network-routable access codes published in the LERG.

B. For USWC

BLV and BLVI inquiries to USWC's operator bureaus shall be routed either:

- (1) utilizing network-routable access codes published in the LERG over message trunks to the access tandem (if Black Hills has and utilizes a Carrier Identification Code); otherwise
- (2) utilizing separate Feature Group D trunks to the TOPS tandem.

9. Notice of Changes

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

G. Meet Point Trunking Arrangements

1. In meet point trunking arrangements, either Party can provide the tandem transport and switching functions and either Party may use Meet Point Trunks to send and receive Feature Group B and D ("FGB" and "FGD") calls from Switched Access customers who are connected to the other Party's access tandem. Switched Access customers will direct which Party will provide each function based on Access Service Requests ("ASRs") placed with both Parties.
2. Two-way trunks will be established to enable Black Hills and USWC to jointly provide FGB and FGD Switched Access services.
3. The Parties will use facilities and two-way trunk groups separate from the Local Interconnection Trunk Groups for Meet Point Trunks. Where

separate facilities are used for Meet Point Trunks, neither Party will charge the other Party for these facilities, including multiplexing and Cross Connects.

4. In the case of Switched Access services provided through either Party's access tandem, neither Party will offer blocking capability for Switched Access customer traffic delivered to the other Party's tandem for completion on that Party's network. Neither Party shall have any responsibility to ensure that any Switched Access customer will accept traffic the other Party directs to the Switched Access customer.
5. The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office where such connection exists and is available. Where no end office connection exists or is available, traffic received from Switched Access customers shall in all cases be sent to the other Party's tandem under which the end office is homed.

Traffic sent to Switched Access customers shall in all cases be routed from the end office through only one tandem of either Party to the Switched Access customer. The Parties understand and agree that the Switched Access customer may select which Party's access tandem is used for traffic sent to the Switched Access customer. Proof of such selection shall be in the form of ASRs from the Switched Access customer.

The Parties agree to cooperate in determining the future technical feasibility of a switch vendor supported method of routing originating meet point traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer (e.g. Carrier Identification Parameter (CIP)). If such an arrangement is found to be technically feasible, and in the best interest of each Party so that both Parties wish to implement such an arrangement, then the Parties will cooperate in implementing such an arrangement, including the adoption of appropriate compensation terms. The Parties agree that they will make any necessary modifications to their tariffs to implement any of their items in this subsection.

6. The Parties will provide CCS to one another, where and as available, in conjunction with two-way Meet Point Trunk Groups. The Parties will provide all CCS signaling including Charge Number, originating line information ("OLI"), etc. For terminating FGD, either Party will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS environment) and CIC/OZZ information (non-CCS environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where CIC/OZZ or TNS information has not been provided to the end office Party, the tandem Party will route originating Switched Access

traffic to the IXC using available translations. The Parties will make reasonable efforts to obtain any necessary CIC/OZZ codes directly from Switched Access customers who use such codes. The Parties will follow all OBF adopted guidelines pertaining to TNS and CIC/OZZ codes, unless the Parties agree otherwise.

- 7 CCS shall be used in conjunction with Meet Point Trunks, except multifrequency ("MF") signaling must be used on a separate Meet Point Trunk Group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. For terminating FGD access from Switched Access customers that use MF FGD, the tandem Party will, as a first choice, complete those calls to the end office provider over the CCS Meet Point Trunk Group.
- 8 All originating Toll Free Service calls for which the end office Party requests that the tandem Party perform the SSP function (e.g., perform the database query) shall be delivered to the tandem Party using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.
- 9 All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by the end office Party using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subnd the tandem or the designated LATA-wide tandem to which the calls are delivered.
- 10 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving access tandem.

H Control Office Functions

The Parties shall share responsibility for all Control Office functions for trunks carrying Local Traffic, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

The end office Party is responsible for all Control Office functions for the Meet Point trunks, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks.

I Testing and Trouble Responsibilities

At the time of installation of Local Interconnection Trunks, and at no additional charge, the Parties will cooperatively install and test the trunks. Additionally, Black Hills and USWC shall.

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1. Cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
 2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 3. Notify each other when there is any change affecting the service requested, including the due date.
 4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, to ensure that its Local Interconnection Trunk Groups meet agreed-upon acceptance test requirements, and to make commercially reasonable efforts to place the Local Interconnection Trunk Groups in service by the due date.
 5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 6. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 7. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.
 8. Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.
 9. Based on the network architecture, the Parties agree to the mutual exchange of test calls to ensure the proper recording of usage records in each company's switch, where applicable. These tests are repeatable on demand by either Party upon reasonable notice.

III. INTERCONNECTION FORECASTING

A. General

1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include:

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 - (1) tandem Local Interconnection and Meet Point Trunks.
 - (2) tandem-subtending Local Interconnection and end office equivalent Meet Point Trunk requirements, and
 - (3) direct end office interconnection trunks
- for a minimum of three (current and plus-1 and plus-2) years.

B. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100.

C. A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

- 3. If differences in quarterly forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 DS0 trunks
- 4. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.
- 5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

B. Interconnection Grade Of Service

Local Interconnection Trunk Groups shall be engineered with a goal to maintain a blocking standard of one percent (.01) during the average busy hour for final trunk groups

C. Interconnection Deployment

The Parties agree to develop and implement engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines,

when developed, will form the basis for creation of additional direct trunk groups to end offices. The Parties agree to establish these additional direct trunk groups to end offices, subject to the availability of facilities and trunk equipment, as soon as the traffic volumes between any two switches or Routing Points reaches a total volume equivalent to 512 CCS in the busy hour per month for a period of two consecutive months. However, the Parties may choose not to establish these trunks only by mutual agreement.

D Interconnection Trunk Servicing

Orders to and from the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") using an electronic ordering interface, when available, as the means of transmitting such orders. The Parties agree to cooperate in the establishment of an electronic interface to exchange orders.

Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. In this context, major projects are those that require the coordination and execution of multiple orders or related activities between and among the Parties' work groups, including but not limited to the initial establishment of interconnection trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

E Network Management

- 1 Protective Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 3 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.
- 4 High Volume Calling Trunk Groups. Black Hills and USWC shall cooperate to establish separate trunk groups for the completion of calls to high volume customers such as radio station contest lines.

F. Tariffed Services

Either Party may opt at any time to terminate to the other Party some or all of its traffic via any tariffed service offered by the other Party (within the terms of the other Party's tariff), or any service governed by a contract (within the terms of the contract) between the two Parties. Any such rearrangements resulting from such election shall require appropriate notification to the other Party, joint planning, forecasting and project management.

G. End User Repair Calls

The Parties will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus. In the case of misdirected repair calls, neither Party shall make disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services, nor shall they initiate any extraneous communications, beyond the direct referral (if any) to the correct repair telephone number. Either Party may respond with correct information in answering customer questions. The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

H. Referral Services

When an end user customer changes from USWC to Black Hills, or from Black Hills to USWC, and does not retain its original telephone number, and the end user customer (or the customer's new provider on behalf of the customer) requests provision of a referral announcement, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. This announcement will provide the new number to be dialed to reach this customer. This announcement will be provided for the standard period and on the terms specified in each Party's exchange service tariff in effect as of the date this Agreement is executed.

IV. NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS

USWC shall provide Black Hills access to the following unbundled Network Elements for the provision of telecommunications services by Black Hills. Black Hills, at its option, may combine such Network Elements from USWC with elements of its own network to provide such services. USWC's prices charged to Black Hills will be no greater than the cost of providing the Network Element, including a reasonable profit. USWC will not combine USWC's unbundled Network Elements to provide a finished service to Black Hills. USWC agrees, however, to offer finished retail services to Black Hills for resale pursuant to the Resale section of this Agreement.

A. Loops

USWC will make unbundled Basic Loops available as set forth below.

1. Description of Loop Service. Loop Service consists of various network elements (including an EICT and an unbundled loop) and that provide for transport between the Network Interface Device ("NID") at an end user premises and a mutually-agreed upon point of interconnection between USWC and Black Hills in the USWC Wire Center from which the transport is extended. (When the Loop Service is connected to Black Hills collocated facility at a USWC Wire Center, the point of interconnection is the POT Bay in the Wire Center.) The Loop Service includes the Network Interface Device, for which there is no separate charge. At its sole discretion, USWC will provide Loop Service over technology that meets the defined parameters for each Loop type.
2. Use and Suitability of Loop Service. Loop Service may not be used to provide any service that would degrade or otherwise adversely affect USWC's network services.
3. Availability of Loop Service. Loop Service is available to Black Hills from all USWC Wire Centers on a first-come, first-served basis (applicable to all carriers, including USWC) and subject to the availability of facilities at the premises of the Black Hills end user customer. Certain of USWC's geographical areas are served solely via Digital Loop Carrier. In such areas, ISDN-capable Loops will be provided unless the Digital Loop Carrier does not have the technological capability to provide ISDN to end-users.
4. Interconnection to Service at Central Office POI. Black Hills must connect Loop Service either
 - A. via cross connect to an Black Hills collocated transport facility in the USWC central office from which Loop Service is extended, or
 - B. by means of USWC Special Access Service that terminates at an Black Hills Point of Presence ("POP") or to an Black Hills collocated transport facility (via EICT) in another USWC Wire Center, or
 - C. via cross connect to a third party's collocated transport facility in the USWC central office from which Loop Service is extended.
5. Loop Service Prices

USWC will provide Loop Service at the prices set forth on Appendix A. The prices set forth on Appendix A do not include Commission or FCC mandated surcharges or applicable taxes. For partial months, USWC will prorate the monthly charge on a per day rate.

USWC shall charge nonrecurring and monthly recurring rates as set forth in Appendix A for each Loop, plus applicable EICT charges, and applicable multiplexing charges, if multiplexing is requested. If the Loop

and the EICT are ordered by Black Hills as associated orders. USWC will not impose any nonrecurring charge for the EICT. All Loop prices include any applicable End User Common Line and Carrier Common Line flat rate equivalent charges.

In addition to Basic Loops, Black Hills may order Basic Loops with conditioning for ISDN, ADSL/HDSL, and T-1/DS1 (4-Wire), where such conditioning is technically feasible. USWC may charge Black Hills for conditioning of these Loops on the same terms which it charges its own retail customers for conditioning. If USWC normally charges its customers an up-front fee for such conditioning, it may require Black Hills to pay the same up-front fee. Where Black Hills requests conditioning and the conditioning or facilities are not such that USWC has a retail end user service using such requested conditioning, then USWC may charge Black Hills for such conditioning. If the fee for conditioning for a particular type of Loop is built into the monthly costs for its customers, USWC may not charge Black Hills an up-front fee for such conditioning.

A cancellation charge may apply if Black Hills cancels an order for any type of Loop after provisioning has begun and prior to completion.

6. Assigned Telephone Number. Black Hills is responsible for assigning any telephone numbers necessary to provide its end users with Exchange Service.
7. Billing and Payment. USWC will bill and Black Hills will pay Loop Service bills in accordance with USWC's billing, bill dispute resolution, late payment charges and disconnection for nonpayment requirements as set forth in applicable tariff.
8. Ordering. Black Hills must order Loop Service via service order request forms, and subsequently via an electronic interface using USWC's appropriate system (as soon as that interface is available to any telecommunications carrier). USWC will provide Black Hills access to this system initially at no charge, unless and until a charge associated with the use of such system is authorized by any state in which the Parties have signed an interconnection agreement, in which case that charge shall be used as an interim rate. At the time the Commission authorizes a permanent rate for this service, if any, such rate will be imposed in accordance with the Commission's order and the Parties will true-up the amounts owed, if any, under the permanent rate. USWC will also provide initial training in its use for ordering Loop Service.
9. Provisioning Intervals. Basic Loops and conditioning will be provided within the same period of time USWC provisions its like exchange service at that time in the same area using similar facilities requiring field work (wiring). Conditioning for ADSL, HDSL and T-1/DS1 will have intervals identical to the intervals for USWC's provisioning of its own hi-cap services. Intervals for a project (10 or more lines to a single end user

premises on a request at the same time) will be established on a negotiated interval basis (not to exceed the intervals USWC provides to itself and its customers).

- 10 Service Coordination Loop Service will be provided on the due date and on the same basis that USWC provides similar service to its own customers. Additional service coordination is charged as additional labor billing per USWC's tariff.

The following coordination procedures apply only to Basic Loops, with Basic Testing at Designated Time, ordered as a project (10 or more lines to a single end user premises on a request at the same time):

- a. On each unbundled Loop order, Black Hills and USWC will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the Black Hills and USWC personnel will make telephone contact to complete the cutover.
- b. Within the appointed 30 minute window, the Black Hills person will call the USWC person designated to perform cross-connection work and when the USWC person is reached in that interval such work will be promptly performed. If the Black Hills person fails to call or is not ready within the appointed interval, and if Black Hills had not called to reschedule the work at least 2 hours prior to the start of the interval, USWC and Black Hills will reschedule the work order and Black Hills will pay the non-recurring charge for the unbundled Loops scheduled for the missed appointment. In addition, nonrecurring charges for the rescheduled appointment will apply. If the USWC person is not available or not ready at any time during the 30 minute interval, Black Hills and USWC will reschedule and USWC will waive the nonrecurring charge for the unbundled Loops scheduled for that interval. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of Black Hills.

In addition, if Black Hills has ordered INP or call referral in association with the Basic Loop installation, USWC will coordinate implementation of INP or call referral with the Basic Loop installation; provided, separate INP or call referral nonrecurring charges will apply.

- 11 Maintenance and Testing Black Hills is responsible for receiving and coordinating resolution of all end user trouble reports involving Loop Service. Black Hills will isolate any trouble to the Loop portion of the service before contacting USWC to report the trouble. USWC will charge

Black Hills additional labor billing charges (at USWC tariffed rates) when the trouble is referred to USWC and the trouble is found to be either on the customer side of the NID or on the Black Hills side of the POI or collocation POT Bay. In the event that USWC reports no trouble found, and it is subsequently determined that there was a trouble on USWC's side of the POI (excluding an intermittent trouble), Black Hills will charge USWC additional labor billing charges (at Black Hills tariffed rates) associated with testing for the trouble. Each Party will provide to the other Party the results of any testing that is undertaken pursuant to this paragraph.

12 Responsibilities of the Parties

- A Black Hills and USWC will work cooperatively to develop forecasts for unbundled Loop Service. USWC requests an eighteen (18) month forecast of unbundled Loop Service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be provided quarterly and will be treated as Proprietary Information under this Agreement.
- B The Parties agree that Black Hills will be the single point of contact for its end user customers.
- C USWC will not provide repair or other assistance to Black Hills end user customers (who identify themselves as such) except to refer such persons who call USWC to Black Hills. Black Hills will provide USWC with Black Hills' toll-free service referral number.
- D If, and only if, Black Hills' end user customer controls access to the NID, Black Hills must ensure that USWC has access to the NID at the Black Hills end user customer's premises.
- E Black Hills warrants that for each end user for whom Black Hills orders disconnection of USWC exchange service, Black Hills has received proper authorization from that end user to order such disconnection. Black Hills shall obtain and verify such authorization using standard industry practices, such as in certain circumstances third-party verification.
- F The Parties agree to abide by existing and future Commission rules that address slamming of local exchange customers by LECs.
- G If USWC terminates or Black Hills disconnects any Loop Service, USWC will have no obligation to have any communication with Black Hills' customer in connection with such termination or disconnection, unless required by an order or rule of the Commission.

B. Transport

USWC will provide unbundled access to transmission facilities between end offices and the tandem switch (tandem transport). Further, USWC will provide unbundled access to dedicated transmission facilities between its central office or between such offices and those of competing carriers. This includes, at a minimum, interoffice facilities between end offices and servicing Wire Centers ("SWCs"), SWCs and IXC POPs, tandem switches and SWCs, end offices or tandems of USWC, and the wire centers of USWC and requesting carriers. USWC will also provide all available transmission capabilities, such as DS1 and DS3, that Black Hills could use to provide telecommunications services, provided that the foregoing does not require USWC to unbundle its fiber.

Until the Commission establishes permanent rates, the rates for transport shall be those set forth in Appendix A.

C. Ports/Local Switching

1. The switching network element includes facilities that are associated with the line (e.g. the line card), facilities that are involved with switching the call, and facilities used for custom routing. The local switching network element is comprised of three rate elements:

A. Line-related (per line)

- (1) The switching elements encompass line-side and trunk-side facilities plus the features, functions and capabilities of the switch. This includes the functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. The line-related local switching element includes:

- (A) Telephone number
- (B) Directory listing
- (C) Dial tone
- (D) Signaling (loop or ground start)
- (E) On/off hook detection
- (F) Audible and power ringing
- (G) Automatic message accounting (AMA) recording
- (H) Access to 911, operator services, and directory assistance
- (I) Blocking options (900 services)

- (2) The switching element does not include vertical services, including custom calling and CLASS features, that are currently offered as finished retail services and are available for resale.

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- (3) The access point for line-side local switching interconnection, depending upon the element, is the Distribution Frame (DF) or the Digital Cross-connect Bay (DSX) of the USWC designated serving Wire Center.
- (4) Physical traits - line side elements
 - (A) Analog line side port will be two wire POTS type connection at the DF.
 - (B) Digital line side port will be two wire interface per ANSI standard T1-601-1988 ("U" Interface), four wire interface per ANSI standard T1-605-1989 ("T" Interface), or a Meridian Digital Centrex two wire type connection at the DF.
- (5) Until the Commission establishes permanent rates, the rates for line related local switching shall be those set forth in Appendix A.

B Trunk-side local switching element (per minute of use)

The trunk-side local switching interconnection element includes the switching functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks.

C Customized routing

(1) Description

Customized routing will enable Black Hills to direct particular classes of calls to particular outgoing trunks. Black Hills can use customized routing to direct its customers' calls to 411, 555-1212, or 0- to its own directory assistance or operator services platform.

(2) Limitations

Because there is a limitation in the capacity of the 1A ESS switch, custom routing will be offered to Co-Providers on a first-come, first-served basis.

(3) The price for customized routing will be provided on a case-by-case basis.

D Cross-connects

USWC will make available unbundled Cross Connects between Black Hills' collocation arrangements and any interconnection to USWC's unbundled

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Network Elements. Until the Commission establishes permanent rates, the rates for cross-connects shall be those set forth in Appendix A. [Appendix A refers to this cross-connect as an EICT.]

E. Multiplexing

USWC will make available multiplexing services in connection with USWC's unbundled transport or other USWC services or USWC's unbundled Network Elements, including EICT to other collocators. Until the Commission establishes permanent rates, the rates for multiplexing shall be those set forth in Appendix A.

F. Nondiscriminatory Access to Databases and Associated Signaling

USWC will make available, as described elsewhere in this Agreement, interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion between the Parties. USWC will also make available unbundled SS7 signaling Links (i.e., A, B, and D Links) for connection to USWC's STPs.

USWC will make available access to Toll Free Service and LIDB databases through its STPs on a per query basis. If any additional databases are determined to be required under TA 1996 as necessary for call routing and completion, USWC will make such databases and associated signaling available to Black Hills.

USWC offers a network-based calling name delivery service for sale to its own end users. Accordingly, USWC will provide to Black Hills access to the calling name database used to provide this service.

G. Forecasts for Certain Unbundled Network Elements

The Parties will cooperate in the provision of forecasts to USWC for relevant unbundled Network Elements.

H. Bona Fide Request Process

Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request.

USWC shall use the Bona Fide Request Process to determine the terms and timetable for providing the requested items, where applicable.

1. A qualifying BFR must address the following:

- a. If the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, Black Hills must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide

access to such Network Element would impair the ability of Black Hills to provide the services that it seeks to offer, and that Black Hills' ability to compete would be significantly impaired or thwarted without access to such requested proprietary element.

- b. For non-proprietary elements as specified in Section 251(d)(2) of the Act, Black Hills must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Elements would decrease the quality or increase the cost of the service sought to be offered by Black Hills.
2. USWC will consider and analyze a new request by Black Hills for interconnection or access to an unbundled Network Element with the submission of a Bona Fide Request hereunder, pursuant to the Bona Fide Request Process in this subsection.
 3. A Bona Fide Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specifications; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; (e) the quantity requested; (f) the specific location requested; and (g) the required documentation set forth in this Section.
 4. Within fifteen (15) business days of its receipt, USWC shall acknowledge receipt of the Bona Fide Request and in such acknowledgment advise Black Hills of any missing information, if any, necessary to process the Bona Fide Request. Thereafter, USWC shall promptly advise Black Hills of the need for any additional information that will facilitate the analysis of the Bona Fide Request.
 5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of the Bona Fide Request and all information necessary to process it, USWC shall provide to Black Hills a preliminary analysis of the Bona Fide Request. The preliminary analysis shall specify whether or not the requested interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
 - A. If USWC determines during the thirty day period that a Bona Fide Request does not qualify as a Network Element or interconnection that is required to be provided under TA 1996, USWC shall advise Black Hills as soon as reasonably possible of that fact, and promptly provide a written report setting forth the basis for its conclusion, but in no case later than ten days after making such determination.

- B If USWC determines during the thirty day period that the Bona Fide Request qualifies under TA 1996, it shall notify Black Hills in writing of such determination but in no case later than ten days after making such determination.
- C As soon as feasible, but not more than ninety (90) days after USWC notifies Black Hills that the Bona Fide Request qualifies under the Act, USWC shall provide to Black Hills a Bona Fide Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals, and either:
- (1) the applicable rates (recurring and nonrecurring) including the development costs and construction charges of the interconnection or the network elements, or
 - (2) the development costs of the interconnection or Network Element and the applicable rates (recurring and nonrecurring) excluding the development costs.

The choice of using option c(1) or c(2) shall be at USWC's sole discretion.

For the purposes of this section, the development costs shall be limited to the actual direct costs incurred in the development of the Network Element. The applicable rates (recurring and nonrecurring) for each Network Element shall be limited to the actual costs incurred plus reasonable shared and common costs, as determined by appropriate regulatory bodies or by agreement of the Parties.

6. If USWC has used option C(1) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, Black Hills must indicate its nonbinding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Bona Fide Request, or seek arbitration.
7. If USWC has used option C(2) in its Bona Fide Request quote, then within thirty (30) days of its receipt of the Bona Fide Request quote, Black Hills must either agree to pay the development costs of the interconnection or Network Element, cancel its Bona Fide Request, or seek arbitration.

If Black Hills agrees to pay the development costs and requests USWC to proceed:

- A. USWC will additionally charge those development costs, on a prorated basis (set forth in (C) below), to the next nine parties who place an initial order after Black Hills for the interconnection or Network Element.

- 4.01 5.01 5.02 5.03
- B. As each additional party places its initial order for the interconnection or Network Element, USWC will refund the appropriate prorated portion of the development costs to parties who have previously paid development costs (as set forth in (C) below); and
- C. The charges and refunds will be made using the proration chart set forth in this Agreement with respect to collocation, except that the period of proration for charges and refunds shall be 36 months from when USWC first makes the interconnection or Network Element available.
8. If USWC has used option C(2) in its Bona Fide Request quote and Black Hills has accepted the quote, Black Hills may cancel the Bona Fide Request at any time, but will pay USWC's reasonable development costs of the interconnection or Network Element up to the date of cancellation.
9. Additionally, if USWC has used option C(2) in its Bona Fide Request quote and USWC later determines that the interconnection or Network Element requested in the Bona Fide Request is not technically feasible or otherwise does not qualify under TA 1996, USWC shall notify Black Hills within ten business days of making such determination and Black Hills shall not owe any compensation to USWC in connection with the Bona Fide Request. Any development costs paid by Black Hills to that point shall be refunded by USWC.
10. If either Party believes that the other Party is not requesting, negotiating or processing any Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

V. **NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

- A. Each Party will provide to the other Party access to its poles, ducts, conduits in, on or under public and private rights-of-ways and property and to the rights-of-way themselves on rates, terms and conditions that are consistent with applicable laws and regulations, including but not limited to, 47 U.S.C. § 224, and that are no less favorable than the rates, terms and conditions available to any competing provider of telecommunications services. USWC shall impute its own costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an amount equal to the pole attachment rate for which USWC (or such affiliate, subsidiary, or associate company) would be liable under 47 U.S.C. § 224, unless this obligation imposed by TA 1996 is modified by federal law, in which case USWC will conform to any such modification.

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- B Whenever either Party inquires of the other in writing whether it intends to construct new poles, duct, or conduit or to acquire additional right-of-way, the other Party shall respond within 30 days of receipt of such inquiry to the other Party of such intention. Any entity, including the Parties to this Agreement, that adds an attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such new pole, duct, conduit, or right-of-way accessible.
- C Whenever either Party intends to modify or alter its pole, duct, conduit, or right-of-way in or on which the other Party shares or has an existing attachment, it shall provide written notification of such action to the other Party so that the other Party may have a reasonable opportunity to add to or modify its existing attachment. The notified Party, if it adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the other Party in making such pole, duct, conduit, or right-of-way accessible.
- D Whenever either USWC or Black Hills obtains an attachment to a pole, duct, conduit or right-of-way of the other Party, it shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of such pole, duct, conduit or right-of-way).
- E The Parties agree to negotiate and execute a separate agreement for pole attachment and conduit usage within 30 days of either Party requesting the other to negotiate such an agreement. Such agreement shall include among its provisions, for the occupancy of conduit, the following:
 - 1 Neither Party will terminate the other Party's occupancy without cause;
 - 2 Since multiple parties may occupy different innerducts within a conduit, the conduit owner will place innerduct to prepare the conduit for occupancy and either proportionately recover such costs through its conduit charges or recover such costs through an "up-front" charge. In the event that the conduit owner imposes an "up-front" charge, the charge shall be subject to refund as follows, for a period of 60 months from the time the "up-front" charge is first imposed:

<u>Occupant</u>	<u>Up-Front Charge</u>	<u>Refund</u>
1st	100%	NA%
2nd	50%	50%
3rd	33.33%	16.67%
4th	25%	8.33%
5th	20%	5%
6th	16.67%	3.33%
7th	14.29%	2.38%
8th	12.5%	1.79%
9th	11.11%	1.39%
10th	10%	1.11%
11th and beyond	0%	

3. The Parties agree that egress from the conduit system should be at the location of the manhole, vault or handhole (collectively "manhole") nearest to the desired point of egress. If such egress is not feasible, the conduit owner will inform the other Party. Upon that other Party's request:
- A. the Parties will agree to suitable egress at a nearby manhole, or
 - B. the conduit owner will provide a quote, accepted by the other Party, for construction of suitable egress, and the conduit owner will construct such egress, or
 - C. the other Party will construct, under the conduit owner's supervision, suitable egress, with all costs paid by the other Party, including the reasonable cost of the conduit owner's supervision.
4. The charge to Black Hills for the use of USWC's conduit is set forth in Appendix A. USWC shall provide cost studies to Black Hills supporting its interim proposed standard innerduct rental charges.

VI. EMERGENCY SERVICES, DIRECTORY ASSISTANCE AND OPERATOR CALL COMPLETION SERVICES (E9-1-1, 0-)

A. Emergency Services

1. Each Party will cooperate to ensure the seamless operation of emergency call networks, including E9-1-1 and 0- emergency calls.
2. Except as otherwise specified in this Agreement, USWC will provide any of the services discussed in this Section in accordance with the rates, terms and conditions of its tariffs.
3. USWC will permit Black Hills to interconnect to the USWC E9-1-1 tandems which serve the areas in which Black Hills provides exchange

services so that Black Hills' customers may place calls to Public Safety Answering Points ("PSAPs") by dialing 911.

- 4 Black Hills and USWC will work cooperatively, including where necessary, meeting with PSAP operators and/or state, county and municipal government officials, to explain Black Hills' interconnection with the Public Safety emergency network.
- 5 USWC will not use information obtained from Black Hills in connection with establishing and maintaining the E9-1-1 databases for any purpose not directly associated with the operation of the Public Safety emergency network.
- 6 USWC, as operator of the Automatic Location Identifier ("ALI") database will maintain processes and procedures to receive and process Black Hills customer information within two business days. USWC will maintain an electronic interface process to permit Black Hills to electronically update the ALI database with Black Hills subscriber information at no charge. The Parties further agree to work in industry fora, such as the National Emergency Numbering Association ("NENA"), to establish an industry standard format for transfer of E9-1-1 customer records.
- 7 USWC will provide to Black Hills, at no charge, copies of the current Master Street Address Guides ("MSAGs"), on magnetic tape or diskette, for the counties in which Black Hills provides Exchange Service, whenever USWC receives an update to the MSAGs. Both Parties agree to work with the MSAG administrator to obtain online read-only access to the MSAGs as soon as possible.
- 8 Upon approval of its requested modification to the nonpublished number section of its exchange service tariff, USWC will provide Black Hills with the ten-digit subscriber number for each PSAP which sub-tends each USWC E9-1-1 tandem to which Black Hills is interconnected so that Black Hills or its Operator Services contractor may transfer 0- calls to the PSAP. This information will be provided to Black Hills within ten days of the approval of the modification to USWC's tariff. Black Hills agrees to hold this information in confidence and will use the information solely for the purpose of routing 0- calls from the Black Hills Operator Services platform to the PSAPs. In addition, USWC agrees to provide Black Hills with updates to this information in the same time frame and manner in which that information is provided to USWC's Operator Services work centers.
- 9 USWC agrees to provide to Black Hills, at no charge, Selective Router Tandem Location maps which define the boundaries served by all controllers/tandems in the areas where Black Hills provides Exchange Service. USWC will provide updated maps if and when the maps are changed.

B Directory Assistance Listings and White Pages

1. Competitive Local Exchange Carrier Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of Black Hills' end users in USWC's listing database based on end user information provided to USWC by Black Hills. USWC is authorized to use Listings in Directory Assistance and as noted below.
2. Black Hills will provide in standard, mechanized format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to Black Hills' end user customers. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. Black Hills will be charged for premium listings (including, but not limited to, additional foreign, cross reference, and informational listings) and privacy listings (including non-published, non-list, and no solicitation) at USWC's general exchange listing tariff rates, less applicable wholesale discounts. However, there shall be no explicit charge to Black Hills associated with the process of delivering Listings information. When utilizing Remote Call Forwarding for local number portability, Black Hills can list only one number without charge - either the end customer's original telephone number or the Black Hills-assigned number.
3. USWC will furnish Black Hills the Listings format specifications. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between Black Hills and USWC. USWC will process all Listings data received from Black Hills with the same frequency applicable to USWC's processing of its own database information.
4. Black Hills grants USWC a non-exclusive license to incorporate Listings information into USWC's directory assistance database. USWC may use Black Hills' Listings and disseminate Black Hills' Listings to third parties in the following manner:
 - A. Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. Black Hills authorizes USWC to sell and otherwise make Listings available to directory publishers. USWC shall be entitled to retain revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

Upon 60 days notice to USWC, Black Hills may select to change to the following method for USWC's use of Black Hills' Listings and dissemination of Black Hills' Listings to third parties:

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B Restrict to USWC's directory assistance -- Prior authorization required by Black Hills for all other uses. Black Hills makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond DA. USWC will provide Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of Black Hills' authorization. USWC shall be entitled to charge its tariffed rates associated with any such transaction, but the Parties agree to negotiate a division of these revenues in the future. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

5 USWC will make available to Black Hills and its end user customers any specific directory listing options, including, but not limited to, privacy protections, that are available to USWC's own customers. All such options will be made available through the electronic data exchange process used by Black Hills for Listings.

6 To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes the "Limitation of Liability" Section of this Agreement with respect to Listings only.

7. USWC Responsibilities

A USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with Black Hills orders. USWC will make commercially reasonable efforts to ensure Listings information provided to USWC is properly processed by USWC in an accurate and correct manner and agrees to hold Black Hills harmless for any errors in Listings information processed by USWC. USWC will accommodate non-published and non-listed Listings in the same manner that USWC accommodates its own customers' information, provided that Black Hills has supplied USWC the necessary privacy indicators on such Listings.

B USWC will include Black Hills Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to Black Hills' Listings.

C USWC will incorporate Black Hills Listings provided to USWC in the white pages directory published on USWC's behalf. Black Hills' end user customer listings will be commingled with the end user customer listings of USWC.

D USWC and Black Hills agree that certain issues, such as yellow page advertising, directory distribution, access to call guide

pages and yellow page listings, will be the subject of negotiations between Black Hills and directory publishers, including U S WEST DEX. If requested by Black Hills, USWC will facilitate discussions between Black Hills and U S WEST DEX. USWC will make available to Black Hills USWC's publishing agreement with U S WEST DEX within five (5) business days of consummation of such agreement.

8 Black Hills Responsibilities

A Black Hills will make commercially reasonable efforts to ensure Listings information provided to USWC is accurate and correct and agrees to hold USWC harmless for any errors in Listings information provided to USWC. Black Hills shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying USWC with the applicable Listings information.

B Black Hills is responsible for all dealings with, and on behalf of, Black Hills' end users, including:

- (1) All end user account activity, e.g. end user queries and complaints.
- (2) All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
- (3) Determining privacy requirements and accurately coding the privacy indicators for Black Hills' end user information. If end user information provided by Black Hills to USWC does not contain a privacy indicator, no privacy restrictions will apply.

9 USWC will accord Black Hills' directory listings information the same level of confidentiality which USWC accords its own directory listing information.

10 USWC shall ensure that access to Black Hills' customer directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing or publishing of listings, directory publication or directory delivery, or in ensuring the accuracy of such information.

11 USWC will not use Black Hills' directory listings for the marketing of telecommunications services by its own employees or those of its telephone operations line of business.

- 12 USWC agrees to provide Black Hills' non-published directory records the same protection accorded USWC's non-published directory records with respect to the sale of directory listings to third parties.
- 13 The Parties agree USWC will maintain in its processes the ability for Black Hills to ensure the formatting accuracy of the information it transmits to USWC for inclusion in the Directory Assistance database. Listing format errors will be returned to Black Hills for correction and a total count of listings received and accepted will also be provided. The Parties will work cooperatively through OBF or other industry groups to further define standards for transmittal of directory listing information.

C. Operator Call Completion

1. The Parties will complete operator-assisted calls to each other's networks.
2. Additionally, at Black Hills' request, in conjunction with the provision of unbranded directory assistance service, USWC will provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service USWC makes available to its own end users.

VII. NONDISCRIMINATORY ACCESS TO NUMBER RESOURCES

- A. Each Party will comply with Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines.
- B. Unless the FCC adopts rules in accordance with TA 1996 that differ from the ICCF Central Office Code Administration Guidelines, USWC, where it functions as Number Administrator, will assign NXX codes to Black Hills, according to those Guidelines, on a basis no less favorable than that on which USWC assigns codes to itself or to any other entity. So long as USWC acts as the Number Administrator, the Parties agree that these Number Administrator functions will be provided without charge.
- C. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither USWC nor Black Hills shall charge each other for changes to switch routing software necessitated by the creation, assignment or reassignment or activation of NPA or NXX codes.
- D. The Parties will each be responsible for the electronic input of their respective number assignment information into the LERG.
- E. Each Party shall be responsible, consistent with its existing practices and any regulatory requirements, for notifying its customers of any changes in numbering

or dialing arrangements, including changes such as the introduction of new NPAs or new NXX codes.

VIII. NUMBER PORTABILITY

A. Interim Number Portability

1. Black Hills and USWC shall provide remote call forwarding functionality, or other INP capabilities, to each other at no charge, in accordance with the provisions of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116 ("FCC Number Portability Order").
2. The costs incurred by Black Hills and USWC of providing INP shall be recovered through a broad-based cost recovery mechanism, as described in the FCC Number Portability Order. The Parties will work together in encouraging state commissions to establish such a mechanism.
3. With regard to the division of Switched Access revenues associated with INP, each Party will bill Switched Access charges for its portion of the call. If the terminating Party is unable to identify the particular IXC carrying the forwarded call, the forwarding Party shall provide the necessary information to permit the terminating Party to issue a bill.

B. Permanent Number Portability

1. Unless otherwise determined by the FCC, the Parties will offer PNP to each other in the service territory in which both Parties offer Exchange Service as soon as technically and operationally feasible. The Parties will complete the transition to PNP in such areas on or before the dates set forth in the FCC's Number Portability Order or any modifications to those dates.
2. Both Parties will urge the FCC to require that any necessary central databases and other shared facilities should be owned and operated by a neutral third party.
3. The Parties agree that Query on Release ("QOR"), in conjunction with location routing number data for SPNP routing, may be implemented within their networks, at each Party's option and consistent with the FCC Number Portability Order, provided that QOR does not materially delay the implementation of PNP beyond the date that an FCC-approved database architecture for PNP is available. If both Parties choose to implement QOR, then the Parties will exchange, at no charge, any signaling messages required to enable QOR functionality between each other's networks.

IX. LOCAL DIALING PARITY

- A. The Parties agree that they will provide local dialing parity to each other and will permit each other to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listings, with no unreasonable dialing delays. In addition, USWC agrees that it will provide nondiscriminatory access to such services or information as is necessary to allow Black Hills to implement local dialing parity in accordance with the requirements of Section 251(b)(3) of TA 1996.
- B. For Local Exchange and IntraLATA Toll Traffic between the Parties, neither Party's end user customers shall be required to dial any access codes or other special or extra digits to reach the end user customers of the other Party.

X. RECIPROCAL COMPENSATION ARRANGEMENTS

- A. The following describes the compensation arrangements for transport and termination of Local Traffic between the Parties. For purposes of call reciprocal compensation, the initial Black Hills switch shall be treated as an end office, until such time as Black Hills deploys a tandem switch.

1. Local Calls

A. Call Termination

- (1) The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of local/EAS traffic on a per minute of use basis.
- (2) If the exchange of local/EAS traffic between the Parties is within a variation of plus or minus 5% (45% to 55%) of balance (as measured quarterly), the Parties agree that their respective call termination charges will offset one another, and no compensation will be paid for calls terminated during the following quarter.
- (3) The Parties agree to perform quarterly joint traffic audits, based upon mutually agreeable measurement criteria and auditing standards. In the event that the exchange of traffic is not in balance as described above, the call termination charges in Appendix A will apply.
- (4) Notwithstanding the above, the Parties agree to the presumption that traffic is in balance, and agree that no measurement needs to be conducted, until the total traffic exchanged between the Parties exceeds six million minutes per month. When the total traffic exchanged

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between the Parties exceeds six million minutes per month, reciprocal compensation shall apply at the rates set forth in Appendix A (unless traffic is in balance per subsection (2) above)

B Transport

- (1) If end-office local interconnection trunks between the Parties are used, no transport charges based on minutes of use shall apply. Black Hills may purchase unbundled dedicated interoffice transport from USWC at the rates set forth in Appendix A. USWC may buy private line services from Black Hills at Black Hills' tariffed intrastate rates.
- (2) If local traffic is terminated to either Party's tandem, the Party originating the traffic shall pay the other the tandem switching rate per minute of use, as indicated in Appendix A, plus the Call Transport rates set forth in Appendix A.

2 Toll Calls

Applicable to intraLATA toll calls based on intrastate Switched Access rates as set forth in each Party's Switched Access tariff

3 Transit traffic

Applicable Switched Access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating Party per Appendix A. For transiting toll traffic, the Parties will charge the applicable Switched Access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the Parties will charge each other the applicable local transit rate.

B For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in subsection A, above, as well as any applicable database query charge set forth in that Party's tariff, shall be charged by the Party originating the call rather than the Party terminating the call. The Parties agree to exchange originating EMR records for intraLATA Toll Free Service calls provided by one of the Parties.

C The Parties agree to use reasonable efforts to establish the capability to measure and bill tandem terminating interconnection minutes of use based on usage records made within each Party's network by as soon as reasonably possible. The Parties agree that end-office terminated interconnection may require exchange of originating EMR records. The Parties agree to exchange EMR records where such terminating records are not available. These records, whether developed within each Party's network or exchanged between the

Parties, shall form the sole basis for each Party to generate bills to the other Party. The Parties agree to exchange these records at no charge.

D Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

E Each Party, unless both Parties agree otherwise, will provide to the other, within 15 calendar days after the end of each quarter, a usage report detailing total traffic volume described in terms of minutes and messages terminated to each other over the Local Interconnection Trunk Groups.

F Signaling Access to Call-Related Databases

1.1 When Black Hills is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC Service Management Systems (SMS) will be provided to Black Hills, via the BFR process, to activate, modify, or update information in the call related databases, equivalent to the USWC access.

1.2 USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.

1.3 CCSAC includes:

1.3.1 Entrance Facility - This element connects Black Hills' signaling point of interface with the USWC serving wire center (SWC). Black Hills may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, Black Hills would need to purchase Collocation and an Expanded Interconnection Channel Termination.

1.3.2 Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. Black Hills may purchase this element or self-provision transport directly to the STP. If Black Hills provides the link to the STP, it must purchase Collocation, an Expanded Interconnection Channel Termination at the STP location, and a direct link from the EICT to the STP Port.

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- 1 3 3 STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides interaction with the Service Control Point (SCP). Port availability is limited.
- 1 3 4 Multiplexing - Multiplexing may be required at either/both the SWC and/or Port. The multiplexing options are the standard DS3 to DS1 and DS1 to DS0 requirements.
- 1 4 Access to Advanced Intelligent Network (AIN) functions is available only through the STP.
- 1 5 USWC will provide mediated access to SMS via the BFR process, for the purpose of activating, modifying or updating AIN service specification through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows Black Hills to provision, modify, or update information in call related databases. Currently, the SCE process is predominantly manual via a service center.
- 1 6 The pricing for CCSAC service is provided in Appendix A.
- G If Black Hills elects to use Local Interconnection signaling arrangement option F(1) or F(2) above, in the future for its own Switched Access calls (e.g. FGB or FGD) the Parties agree to renegotiate the rates, terms and conditions prior to such use.
- H Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective tariffs.
- I If either Party terminates Directory Assistance calls over the Local Interconnection Trunk Groups to the other Party, the terminating Party shall charge the other Party for such Directory Assistance calls at the rates contained in its tariff or pursuant to a separately negotiated contract.
- J A Maintenance of Service charge applies whenever either Party requests the dispatch of the either Party's personnel for the purpose of performing maintenance activity on the Local Interconnection Trunks, and any of the following conditions exist:
 - 1 No trouble is found in the interconnection trunks, or
 - 2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched, or
 - 3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

1. basic time;
2. overtime; or
3. premium time

as defined for billing by USWC in its tariff and by Black Hills in its tariff.

XI. TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE

The Parties shall provide for wholesale purchase of all retail services sold to end users in accordance with the price structure set forth in Appendix A, until the Commission determines the permanent avoided cost discount in its cost study proceeding.

Resold services are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Black Hills requests that facilities be constructed or enhanced to provide resold services, USWC will review such requests on a case by case basis and determine, in its sole discretion, if it is economically feasible for USWC to build or enhance facilities. If USWC decides to build or enhance the requested facilities, USWC will develop and provide to Black Hills a price quote for construction. If the quote is accepted, Black Hills will be billed the quoted price and construction will commence after receipt of payment.

XII. COLLOCATION AND MID-SPAN MEETS

A. General Description

1. Collocation allows Black Hills to obtain dedicated space in a USWC Wire Center and to place equipment in such spaces to interconnect with the USWC network. Black Hills may request Collocation at other USWC locations pursuant to the BFR Process or through additional interconnection negotiations under the Act. USWC will provide the resources necessary for the operation and economical use of collocated equipment. USWC designated POIs for network interconnection can be established for Virtual or Physical Collocation arrangements.
2. Except when Black Hills purchases USWC's unbundled network transmission elements, Black Hills will construct its own fiber optic cable

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to the USWC-designated Point of Interconnection. USWC will extend Black Hills fiber optic cable from the POI to the cable vault within the Wire Center. For the purposes of Collocation, the POI shall be that point outside the USWC central office where the Black Hills and USWC fibers meet. If necessary, USWC may bring the cable into compliance with USWC internal fire code standards and extend the cable to the collocated space.

- 3. Black Hills will be provided two points of entry into the USWC Wire Center only when there are at least two existing entry points for USWC cable and when there are vacant entrance ducts in both. USWC will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. Cable entry will be limited to fiber facilities.
- 4. Black Hills may collocate transmission equipment to terminate basic transmission facilities. Black Hills may request Collocation of other equipment pursuant to the BFR Process or through additional Interconnection negotiations under the Act. Black Hills must identify what equipment will be installed, to allow for USWC to use this information in engineering the power, floor loading, heat release, environmental particulate level, and HVAC.
- 5. Nothing in this part shall be construed to limit Black Hills' ability to obtain both Virtual and Physical Collocation in a single location.

B Virtual Collocation

- 1. USWC shall provide Virtual Collocation for the purpose of Interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.
- 2. Black Hills will not have physical access to the USWC wire center building pursuant to a Virtual Collocation arrangement.
- 3. Black Hills will be responsible for obtaining and providing to USWC administrative codes, e.g. common language codes, for all equipment specified by Black Hills and installed in Wire Center buildings.
- 4. Black Hills will be responsible for payment of training of USWC employees for the maintenance, operation and installation of Black Hills' virtually collocated equipment when that equipment is different than the equipment used by USWC.
- 5. Black Hills will be responsible for payment of charges incurred in the maintenance and/or repair of Black Hills' virtually collocated equipment.
- 6. USWC does not guarantee the reliability of Black Hills' virtually collocated equipment.

7. Black Hills is responsible for ensuring the functionality of virtually collocated SONET equipment provided by different manufacturers
8. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays
9. Black Hills will transfer possession of Black Hills' virtually collocated equipment to USWC via a no cost lease. The sole purpose of the lease is to provide USWC with exclusive possessory rights to Black Hills' virtually collocated equipment. Title to the Black Hills' virtually collocated equipment shall not pass to USWC.
10. Installation and maintenance of Black Hills' virtually collocated equipment will be performed by USWC or a USWC authorized vendor.
11. Black Hills shall ensure that upon receipt of the Black Hills' virtually collocated equipment by USWC, all warranties and access to ongoing technical support are passed through to USWC, all at Black Hills' expense. Black Hills shall advise the manufacturer and seller of the virtually collocated equipment that Black Hills' equipment will be possessed, installed and maintained by USWC.
12. Black Hills' virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, USWC Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. Black Hills shall provide USWC interface specifications (e.g., electrical, functional, physical and software) of Black Hills' virtually collocated equipment.
13. USWC may restrict the type of virtually collocated equipment. USWC will only permit basic transmission terminating equipment to be virtually collocated by Black Hills. Black Hills may request Collocation of other equipment pursuant to the BFR Process or through additional Interconnection negotiations under the Act.
14. Black Hills must specify all software options and associated plug-ins for its virtually collocated equipment.
15. Black Hills is responsible for purchasing and maintaining a supply of spares. Upon failure of Black Hills' virtually collocated equipment, Black Hills is responsible for transportation and delivery of maintenance spares to USWC at the Wire Center housing the failed equipment.

C. Physical Collocation

- 1 USWC shall provide to Black Hills Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that USWC may provide for Virtual Collocation if USWC demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. USWC shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of this Agreement.
- 2 Where Black Hills is virtually collocated in a premises which was initially prepared for Virtual Collocation, Black Hills may elect to (i) retain its Virtual Collocation in that premises and conditions of this Agreement, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises to Physical Collocation, in which case Black Hills shall coordinate the construction and rearrangement with USWC of its equipment (IDLC and transmission) and circuits for which Black Hills shall pay USWC at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.
- 3 Black Hills will be allowed access to the POI on non-discriminatory terms. Black Hills owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from USWC.
- 4 Black Hills must use leased space promptly and may not warehouse space for later use or sublease to another provider. Physical Collocation is offered in Wire Centers on a space-available, first come, first-served basis.
- 5 The minimum standard leasable amount of floor space is 100 square feet. Black Hills must efficiently use the leased space, no more than 50% of the floor space may be used for storage cabinets and work surfaces. The Commission will be the final arbitrator in points of dispute between the Parties.
- 6 Black Hills' leased floor space will be separated from other competitive providers and USWC space through a cage enclosure. Black Hills may elect to have USWC construct the enclosure, or choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350. Black Hills must determine at the time of application whether USWC or an approved contractor will construct the cage enclosure.

7 The following standard features will be provided by USWC:

- 7.1 Heating, ventilation and air conditioning
- 7.2 Smoke/fire detection and any other building code requirement

8 USWC Responsibilities:

- 8.1 Design the floor space within each wire center which will constitute Black Hills' leased space.
- 8.2 Ensure that the necessary construction work is performed to build Black Hills' leased physical space and the riser from the vault to the leased physical space.
- 8.3 Develop a quotation specific to Black Hills' request.
- 8.4 Extend USWC-provided and owned fiber optic cable from the POI through the cable vault and extend the cable to Black Hills' leased physical space or place the cable in fire retardant tubing prior to extension to Black Hills' leased physical space.
- 8.5 Installation and maintenance and all related activity necessary to provide channel termination between USWC's and Black Hills' equipment.
- 8.6 Work cooperatively with Black Hills in matters of joint testing and maintenance.

9 Black Hills Responsibilities

- 9.1 Determine who constructs the cage or enclosure for the physical space
- 9.2 Where applicable, procure, install and maintain all fiber optic facilities up to the USWC designated POI

Where applicable, procure and provide all necessary fiber interconnection cable and connectors from the USWC fiber distribution panel and the cage enclosure

Where applicable, procure and provide all necessary cable and connectors from the cage to the USWC distributing frame designated as the single point of termination (SPOT).

- 9.3 Install, maintain, repair and service all Black Hills' equipment located in the leased physical space.
- 9.4 Ensure that all equipment installed by Black Hills complies with Bellcore Network Equipment Building System Generic Equipment requirements, USWC Wire Center environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.
- 10 Once construction is complete for Physical Collocation and Black Hills has accepted its leased physical space, Black Hills may order its DS0, DS1, DS3, or other Expanded Interconnection Channel Terminations.
- 11 Black Hills may not extend USWC dark fiber to Black Hills' leased physical space or connect DS1/DS3 Channel Terminations to USWC dark fiber.
- 12 If, at any time, USWC determines that the equipment or the installation does not meet requirements, Black Hills will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If Black Hills fails to correct any non-compliance within fifteen (15) days of written notice of non-compliance, USWC may have the equipment removed or the condition corrected at Black Hills' expense.
- 13 If, during installation, USWC determines Black Hills activities or equipment are unsafe, non-standard or in violation of any applicable laws or regulations, USWC has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of USWC employees, interfere with the performance of USWC's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, USWC may perform such work and/or take action as is necessary to correct the condition at Black Hills' expense.

D Collocation Rate Elements

1 Common Rate Elements

The following rate elements specified in Appendix A are common to both Virtual and Physical Collocation:

- 1.1 Quote Preparation Fee: This covers the work involved in verifying space and developing a quotation for Black Hills for the total costs involved in its collocation request.

- 1.2 Entrance Facility Provides for fiber optic cable on a two-fiber basis from the Point of Interconnection utilizing USWC owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Physical Collocation). Entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.
- 1.3 Cable Splicing Represents the labor and equipment to perform a subsequent splice to the Black Hills provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- 1.4 -48 Volt Power Provides -48 volt power to the Black Hills collocated equipment. Charged on a per ampere basis.
- 1.5 48 Volt Power Cable Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Physical Collocation) or to the collocated equipment (for Virtual Collocation).
- 1.6 Inspector Labor Provides for the USWC qualified personnel necessary when Black Hills requires access to the Point of Interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of four hours. The minimum call-out charge shall apply when no other employee is present in the location, and an off-shift USWC employee (or contract employee) is required to go on-shift on behalf of Black Hills.
- 1.7 Expanded Interconnection Channel Termination (EICT) Telecommunications interconnection between Black Hills collocated equipment and USWC's network is accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS0, DS1, DS3 or other level depending on the USWC service it is connecting to. Connection to any other network or telecommunications source within the Wire Center is allowed only through USWC services.
- 1.8 Expanded Interconnection Channel Regeneration Required when the distance from the leased physical

space (for Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the USWC network is of sufficient length to require regeneration

- 1.9 Collocation Cross Connection. A charge to connect two collocated Co-Providers within the same serving wire center. The cross connect is between like intermediary frames (e.g. DS0, DS1) within USWC's serving wire center. There is a monthly recurring charge and a nonrecurring installation charge, both will be billed to the specific Co-Provider requesting the cross connect.
- 1.10 Collocation Single Point of Termination (SPOT). A charge associated with the installation, change and maintenance of Black Hills' equipment on the USWC SPOT cross-connect bay or frame within a wire center. Recurring and nonrecurring charges are assessed per two-wire pair, per Analog PLTS/DDS termination, Unbundled Network terminations, and per termination for each DS1 or DS3 requested.
- 1.11 Collocation Cable Racking. A nonrecurring charge for cable racking required between Black Hills' equipment and USWC's SPOT. Cable Racking is assessed on a per foot basis for each two-wire pair, per Analog PLTS/DDS termination, Unbundled Network terminations and per termination for each DS1 or DS3 requested.
- 1.12 Collocation Grounding. A charge associated with providing grounding for Black Hills' cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to Black Hills' cage enclosure.

E Physical Collocation Rate Elements

The following rate elements, as specified in Appendix A, apply only to Physical Collocation arrangements.

1. Floor Space Rental. Provides the monthly rent for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space, provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC), biweekly housekeeping services (sweeping, spot cleaning, trash removal) of the USWC.

wire center areas surrounding the leased physical space and general repair and maintenance.

2. Enclosure Buildout: The Cage Enclosure Buildout element includes the material and labor to construct the enclosure. Black Hills may choose from USWC approved contractors to construct the cage in accordance with USWC's installation Technical Publication 77350. It includes a nine foot cage enclosure, air conditioning (to support Black Hills loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code). Also provides for humidification, if required. Pricing for the Enclosure Buildout will be provided on an individual basis due to the uniqueness of Black Hills' requirements, central office structure and arrangements.

F. Virtual Collocation Rate Elements

The following rate elements, as specified in Appendix A, apply uniquely to Virtual Collocation:

1. Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the Black Hills virtually collocated equipment. Black Hills is responsible for ordering maintenance spares. USWC will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for Black Hills. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.
2. Training Labor -- Provides for the billing of vendor-provided training for USWC personnel on a metropolitan service area basis, necessary for Black Hills virtually collocated equipment which is different from USWC provided equipment. USWC will require three USWC employees to be trained per metropolitan service area in which the Black Hills virtually collocated equipment is located. If, by an act of USWC, trained employees are relocated, retired, or are no longer available, USWC will not require Black Hills to provide training for additional USWC employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to Black Hills will be reduced by half, should a second collocator in the same metropolitan area select the same virtually collocated equipment as Black Hills.

- 3 Equipment Bay -- Provides mounting space for the Black Hills virtually collocated equipment. Each bay includes the 7 foot bay, its installation, all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- 4 Engineering Labor -- Provides the planning and engineering of the Black Hills virtually collocated equipment at the time of installation, change or removal.
- 5 Installation Labor -- Provides for the installation, change or removal of the Black Hills virtually collocated equipment.

G Collocation Installation Intervals

The following intervals are common to both Virtual and Physical Collocation

- 1 Acknowledgment of Floor Space Availability. Within fifteen days of the receipt by USWC from Black Hills of a Request for Collocation, USWC will notify Black Hills whether sufficient floor space is available to accommodate Black Hills' request.
- 2 Quote Preparation. Within twenty-five business days of Black Hills' receipt of space availability by USWC, USWC will provide Black Hills with a written quotation containing all nonrecurring charges for the requested collocation arrangement.
- 3 Quote Acceptance. Within thirty days of the receipt by Black Hills of the USWC quotation, Black Hills will accept the USWC proposed quotation. Acceptance shall require payment to USWC of fifty percent of the non-recurring charges provided on the quotation.
- 4 Completion of Enclosure Construction (Physical Collocation only). Within 90 days of the acceptance of the quotation by Black Hills, the construction of the necessary cage enclosure shall be completed, subject to any delays caused by government agencies beyond USWC's control. At this time, the leased floor space will be available to Black Hills for installation of its collocated equipment.
- 5 Completion of Collocated Equipment Installation (Virtual Collocation only) -- USWC shall complete the installation of Black Hills' collocated equipment within 90 days of USWC's receipt of Black Hills' collocated equipment. The installation of line cards and other minor modifications shall be performed by USWC on intervals equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed 90 days.

H Mid-Span Meet Arrangements

The Parties may also choose to interconnect via a Mid-Span Meet. Such interconnection shall be limited to facilities provided for the interconnection of any local exchange or jointly provided switched access traffic between the Parties.

1. **Physical Arrangements of Mid-Span Meets.** In a Mid-Span Meet, each Party extends its facilities to meet the other Party. The point where the facilities meet is the Mid-Span point. Each Party bears its own costs to establish and maintain a Mid-Span Meet arrangement. However, the Parties also agree that a technical arrangement for a Mid-Span Meet may involve one Party placing and extending its fiber facilities to the Wire Center of the other Party, with sufficient additional length on the fiber to permit the receiving Party to terminate the fiber without requiring splicing of the fiber facilities prior to the terminal equipment in the receiving Party's Wire Center. In this situation, the Parties will negotiate reasonable compensation to be paid to the Party extending the facilities for the associated labor, materials, and conduit space used in extending its facilities beyond a negotiated Mid-Span point.
2. **Engineering Specifications.** The Parties agree to establish technical interface specifications for Mid-Span Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Mid-Span Meet. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Mid-Span Meet. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these specifications within 90 days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Mid-Span Meet arrangements between them. In the event the Parties cannot agree on the technical specifications required, the Parties will after discussion at the Vice Presidential level, interconnect with each other using one of the other interconnection arrangements defined elsewhere in this Agreement.

Prior to the establishment of any Mid-Span Meet arrangement, the Parties agree to jointly develop all additional necessary requirements for such interconnection, including but not limited to such items as control and assignment of facilities within the fiber Mid-Span Meet arrangement, network management requirements, maintenance responsibilities, and operational testing and acceptance requirements for installation of Mid-Span Meets.

XIII. MEET POINT BILLING ARRANGEMENTS

A For the purposes of this Section, the Parties agree that tandem and end office subtending arrangements shall be according to LERG with respect to interconnection between the Parties for jointly-provided Switched Access arrangements, except as mutually amended by the Parties. The Parties agree that where they jointly provide Switched Access services to third parties, they will share revenues received for such services in the following manner:

- 1 Each Party will bill the Switched Access customer based on its own Switched Access rates (multiple bill, multiple tariff).
- 2 Where the tandem Party switches directly to the end office Party's end office (and actually provides the transport to that end office) and the POI for the Meet Point Trunk Group:
 - a is in the Wire Center where the end office is located, the tandem Party receives 100% of the mileage-sensitive portion of tandem-switched transport, and
 - b is in a Wire Center other than where the end office is located, the end office Party receives a proportionate share of the mileage-sensitive portion of tandem-switched transport, to be reviewed annually.

The Parties agree to file billing percentages in the National Exchange Carrier Association (NECA). Black Hills will file the initial data, and USWC will concur in the percentages within 30 days.

- B The Parties will bill Switched Access customers in accordance with the MECAB and MECOD guidelines. The Parties agree to work cooperatively to support the work of the OBF and to implement OBF changes to MECAB and MECOD in accordance with the OBF guidelines.
- C The Parties will use reasonable efforts to create the ability to provide to each other, when requested, the Switched Access Detail Usage Data and/or the Switched Access Summary Usage Data required for the billing and/or validation of the jointly provided Switched Access such as Switched Access FGB and FGD. The Parties agree to provide this data to each other at no charge.
- D Data Format and Data Transfer:

- 1 The tandem Party shall provide to the end office Party, where requested, the billing name and billing address of all IXCs originating or terminating traffic at the end office Party's end office.
- 2 Based on the individual call flows that can occur, certain types of records will have to be exchanged for billing purposes or the verification of billing. The Parties agree that the exchange of billing records will utilize the

Bellcore standard EMR 01, 11, 50, and 20 formats. These records will be exchanged on magnetic tape or via electronic data transfer (when available).

3. When Black Hills and USWC bill for jointly provided Switched Access service, the Parties will mutually agree to the format, time frame, and settlement terms that will be utilized. The Parties agree to work cooperatively in the industry fora to establish an industry format to be used by all carriers.
 4. The end office Party shall provide to the tandem Party the Switched Access Detail Usage Data (category 1101XX records) for originating access usage on magnetic tape or via NDM, on a monthly basis, within fourteen (14) days of the last day of the billing period.
 5. Upon request, when the tandem Party records terminating access usage or IXC Toll Free Service usage on behalf of the end office Party, the tandem Party will send the end office Party Switched Access Summary Usage Data (category 1150XX records) for usage validation.
- E. Errors may be discovered by Black Hills, the IXC or USWC. Each Party agrees to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.
- F. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.
- G. All data associated with the processing and settlement of messages under this Agreement shall be maintained by the Parties for the period currently used by each Party for such information in compliance with legal and/or regulatory rulings. Different data retention periods require the agreement of the Parties.

XIV. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

- A. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

- B Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- C Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- D Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XV. SERVICE STANDARDS

USWC shall provision, install, maintain, repair and monitor all services, interconnection facilities, unbundled elements, collocation elements, and all other interconnection arrangements, facilities and services ordered by Black Hills to at least the same level of quality which USWC provides to itself or others and in compliance with any quality of service requirements imposed by the Commission.

In the event of a dispute over performance of the standards, the Parties will use an expedited arbitration proceeding with a mutually agreed upon arbitrator to resolve the dispute. This arbitration shall permit the arbitrator to award actual damages when appropriate.

XVI. INTERIM RATES

USWC's rates set forth in Appendix A are interim, and those rates will be corrected and this Agreement amended, to reflect the permanent rates determined by the Commission in its generic cost methodology and rate docket. Those permanent rates will be applied on a "going forward" basis.

XVII. AUDIT PROCESS

"Audit" shall mean the comprehensive review of:

- A. data used in the billing process for services performed and facilities provided under this Agreement; and

- B. data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements

The data referred to in subsection (B), above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

- A. Either Party may request to perform an Audit.
- B. The Audit shall occur upon 10 business days written notice by the requesting Party to the non-requesting Party.
- C. The Audit shall occur during normal business hours.
- D. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
- E. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
- F. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- G. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
- H. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- I. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- J. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- K. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

- L All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party.

XVIII. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

- A The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, IntraLATA 900 services and other IntraLATA 976-like services or as available. Such calls will be routed over the Local Interconnection Trunks.
- B Black Hills and USWC will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectibles so that the originating Party does not have any responsibility for uncollectibles.
- C Until such time that such an agreement is executed, Black Hills may choose to block such calls or Black Hills will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.
- D Usage Sensitive Compensation
- All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the compensation for toll calls referenced in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.
- E Billing and Collection Compensation
- Billing and collection compensation will be dealt with in the agreement referenced in this section.

XIX. DISPUTE RESOLUTION AND BINDING ARBITRATION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to initiating any dispute resolution action, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of USWC, its Vice President for Interconnection, or equivalent officer, shall participate in the meet and confer meeting, and Black Hills equivalent officer, shall participate. In the event the Parties cannot resolve the dispute, they will employ the following procedure:

- A. Any controversy or claims arising out of or relating to this Agreement or any breach hereof, shall be settled by arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be held in the State where the dispute arises or any other location to which the Parties agree. Written notice of intent to arbitrate shall be served on the opposing Party at least twenty (20) business days prior to the filing of such notice at the appropriate AAA regional office.
- B. The Parties agree to request an expedited hearing before the AAA and, if the AAA can arrange such, the hearing shall commence within sixty (60) days of the filing of the arbitration claim. If the AAA is not able to arrange for the hearing to be held within sixty (60) days of such filing, then the hearing shall commence on the AAA's first available date thereafter, but within ninety (90) days of the original filing of the arbitration claim. For disputes involving an alleged failure of a party to adhere to performance standards, the arbitrator shall issue a decision on the matter within ninety (90) days of the request for arbitration.
- C. Each Party shall bear its own costs and attorneys' fees, and the Parties shall share equally the fees and expenses of the arbitrator.
- D. The judgment upon the award rendered may be entered in the highest Court of the forum capable of rendering such judgment, either State or Federal, having jurisdiction and shall be deemed final and binding on both of the Parties.

XX. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, regulation, or ordinance of any government or legal body, strikes, or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall

likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall act in good faith to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XXI. COMMISSION DECISION

This Agreement shall at all times be subject to such review by the Commission or FCC as permitted by TA 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

XXII. TERM OF AGREEMENT

This Agreement shall terminate on December 1, 2000. The Parties agree to commence negotiations on a new agreement no less than six (6) months before the expiration of this Agreement.

XXIII. EFFECTIVE DATE

This Agreement shall become effective June 15, 1998.

XXIV. AMENDMENT OF AGREEMENT

Black Hills and USWC may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

XXV. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

XXVI. INDEMNITY

Each Party shall indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for

- a. personal injuries, including death, or
- b. damage to tangible property

resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party shall defend the other at the other's request against any such liability, claim or demand. Each Party shall notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

XXVII. ASSIGNMENT

Each party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Neither Party, however, may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to any other third party without the prior written consent of the other Party. Consent to such assignment may not be unreasonably withheld. Any attempted assignment that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Assignment shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

XXVIII. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of TA 1996 and the laws of the State of South Dakota. It shall be interpreted solely in accordance with the terms of TA 1996 and the applicable state law in the State of South Dakota.

XXIX. DEFAULT

If either Party believes the other is in breach of the Agreement or otherwise in violation of law, it shall first give sixty (60) days' notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution and Arbitration procedures set forth in this Agreement.

XXX. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools,

technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as
1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party, or
 2. is or becomes publicly known through no wrongful act of the receiving Party, or
 3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information, or
 4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information, or
 5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights, or
 6. is approved for release by written authorization of the disclosing Party, or

7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

- E Effective Date Of This Section Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

XXXI. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, shall be treated as an executed document.

XXXII. MOST FAVORABLE TERMS AND TREATMENT

The Parties agree that the provisions of Section 252(i) of TA 1996 shall apply, including state and federal interpretive regulations in effect from time to time.

XXXIII. SERVICE PERFORMANCE RESULTS

- A USWC agrees to provide to Black Hills the same level of service that USWC provides to itself and/or its affiliates as determined by measuring and comparing a statistically significant number of activities listed below.
1. For those services procured by Black Hills and unless otherwise noted below, USWC shall measure its results and those of its affiliates as a percentage. USWC shall also measure the percentage results of Black Hills.

Black Hills agrees to measure its performance related to these performance indicators in providing service to USWC.
 2. In some instances, USWC may not provide the listed service to itself or its affiliates. If USWC does not provide a statistically significant number of a listed activity for itself or its affiliates, USWC will provide data which will allow comparison between Black Hills' performance results and the average performance results of the same performance indicator for a statistically significant number of total activities provided to all other Co-Providers within the state in which the service was provided.
 3. In no event shall percentage results be provided if the number of measured activities is less than a statistically significant universe.

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of fewer than sixty (60) activities during the time period of measurement

4

The list of performance indicators to be measured are as follows

Resale Indicators

Residence Installation Intervals Offered (Facilities in Place)

Business Installation Intervals Offered (Facilities in Place)

Firm Order Confirmations within 48 hours (DS0) (Facilities in Place)

Firm Order Confirmations within 48 hours (DS1) (Facilities in Place)

Firm Order Confirmations within 48 hours (DS3) (Facilities in Place)

Firm Order Confirmations within 48 hours (Switched) (Facilities in Place)

Average Installation Intervals Delivered (Residence) (Facilities in Place) (Days and Hours)

Average Installation Intervals Delivered (Business) (Facilities in Place) (Days and Hours)

Average Installation Intervals Delivered (DS0) (Facilities in Place) (Days and Hours)

Average Installation Intervals Delivered (DS1) (Facilities in Place) (Days and Hours)

Average Installation Intervals Delivered (DS3) (Facilities in Place) (Days and Hours)

Average Installation Intervals Delivered (Switched) (Facilities in Place) (Days and Hours)

Residence Installation Commitments Met (Facilities in Place)

Business Installation Commitments Met (Facilities in Place)

Designed Installation Commitments Met (DS0) (Facilities in Place)

Designed Installation Commitments Met (DS1) (Facilities in Place)

Designed Installation Commitments Met (DS3) (Facilities in Place)

Designed Installation Commitments Met (Switched) (Facilities in Place)

Co-Provider-caused Installation Misses

Residence Disconnect Commitments Met

Business Disconnect Commitments Met

Residence Installation Reports (Repair Report After Installation) Within 7 Days

Business Installation Reports (Repair Report After Installation) Within 7 Days

Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS0)

Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS1)

Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS3)

Designed Installation Reports (Repair Report After Installation) Within 30 Days (Switched Access)

Residence Percent Out of Service Cleared < 24 hours

Business Percent Out of Service Cleared < 24 hours

Designed Percent Out of Service Cleared < 4 hours (DS0)

Designed Percent Out of Service Cleared < 4 hours (DS1)

Designed Percent Out of Service Cleared < 4 hours (DS3)

Designed Percent Out of Service Cleared < 4 hours (Switched)

Residence Percent Out of Service and Service Affecting Cleared < 48 hours

Business Percent Out of Service and Service Affecting Cleared < 48 hours

Residence Repair Commitments Met
Business Repair Commitments Met

Residence Repair Repeated Reports Within 30 Days
Business Repair Repeated Reports Within 30 Days
Designed Repair Repeated Reports Within 30 Days (DS0)
Designed Repair Repeated Reports Within 30 Days (DS1)
Designed Repair Repeated Reports Within 30 Days (DS2)
Designed Repair Repeated Reports Within 30 Days (Switched)

Residence Report Rate per 100 Lines
Business Report Rate per 100 Lines
Co-Provider-caused Trouble Reports

Unbundled Loop Indicators

Firm Order Confirmations Within 48 hours (Facilities in Place) 2 Wire
Firm Order Confirmations Within 48 hours (Facilities in Place) 4 Wire
Average Installation Intervals Delivered (Facilities in Place) 2 Wire (Days and Hours)
Average Installation Intervals Delivered (Facilities in Place) 4 Wire (Days and Hours)
Percent Installation Commitments Met (Facilities in Place) 2 Wire
Percent Installation Commitments Met (Facilities in Place) 4 Wire
Installation Reports Within 30 Days 2 Wire
Installation Reports Within 30 Days 4 Wire
Percent Out of Service Cleared in < 24 hours 2 Wire
Percent Out of Service Cleared in < 24 hours 4 Wire
Percent Out of Service and Service Affecting Cleared in < 48 hours 2 Wire
Percent Out of Service and Service Affecting Cleared in < 48 hours 4 Wire
Mean Time to Restore 2 Wire
Mean Time to Restore 4 Wire
Repair Repeated Reports Within 30 Days 2 Wire
Repair Repeated Reports Within 30 Days 4 Wire

LIS Trunk Indicators

Firm Order Confirmations Within Six Days (Facilities in Place)
Average Installation Intervals Delivered (Facilities in Place) (Days and Hours)
Installation Commitments Met (Facilities in Place)
Installation Reports Within 30 Days
Out of Service Cleared in < 4 hours
Repair Repeated Reports Within 30 Days
Co-Provider-caused Trouble Reports

- B. Failure to Meet the Service Standard. If during a specified review period, the performing Party fails to deliver the same level of service that it provides to itself, such Party will use its best efforts to meet the service standard for the next specified review period. If the performing Party fails to meet the service standard for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or pursuant to the Dispute Resolution section of this Agreement. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law.
- C. The performing Party's failure to meet the service standard cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a

failure by the receiving Party to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by an end user, agent or subcontractor of the receiving Party or (c) any Force Majeure Event. If a Delaying Event prevents the performing Party from performing a measured activity, then such measured activity shall be excluded from the calculation of the performing Party's compliance with the service standard.

- D. **Records.** Each Party shall maintain complete and accurate records for the specified review period of its performance under this Agreement for each measured activity and its compliance with the service standard. Each Party shall provide to the other such records in a self-reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Proprietary Information".
- E. **Cost Recovery.** Each Party reserves the right to recover the costs associated with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

XXXIV. CONSTRUCTION CHARGES

- A. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Network Elements to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Network Elements specifically provided for in this Agreement, USWC will consider requests to build additional or further facilities for network Interconnection and access to Network Elements as described in this Section.
- B. **Resale.**
Construction charges associated with the resale of services will be applied in the same manner that construction charges apply to USWC's retail end users. Contracts may be negotiated on an individual case basis when construction is required for large retail or resale customers.
- C. **LIS and Interoffice Transport.**
To the extent that USWC constructs facilities for LIS services and/or interoffice transport, Black Hills will provide USWC with a forecast of interoffice trunks and switch ports. USWC will perform a validated traffic engineering estimate based on the forecasted demand and will then negotiate an agreed upon quantity of interoffice trunks and switch ports with Black Hills before constructing facilities. If Black Hills' forecasted quantity exceeds USWC's validated traffic engineering estimate and if USWC finds it necessary to construct added facilities, then construction charges will apply to the exceeded quantity. USWC will track utilization of trunks and when minimum trunk utilization requirements are not

met, a recurring charge will apply for all unused trunks below the minimum utilization level.

D. Unbundled Network Elements

USWC will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled Network Elements. If USWC constructs to fulfill Black Hills' request for unbundled Network Elements, USWC will bid this construction on a case-by-case basis. USWC will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge.

E. All necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.

F. A quote for Black Hills' portion of a specific job will be provided to Black Hills. The quote will be in writing and will be binding for ninety (90) days after the issue date. When accepted, Black Hills will be billed the quoted price and construction will commence after receipt of payment. If Black Hills chooses not to have USWC construct the facilities, USWC reserves the right to bill Black Hills for the expense incurred for producing the engineered job design.

G. In the event a construction charge is applicable, Black Hills' service application date will become the date upon which USWC receives the required payment.

XXXV. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below.

USWC
Director Interconnection Services
1801 California, Suite 2340
Denver, CO 80202

Black Hills FiberCom, Inc.
2045 Samco Road
Rapid City, SD 57702

Each party shall inform the other of any changes in the above addresses.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

BLACK HILLS FIBERCOM, INC. *

U S WEST COMMUNICATIONS, INC. *

Gary R Fish
Signature

[Signature]
Signature

Gary R Fish
Name Printed/Typed

Kathy Fleming
Name Printed/Typed

Vice President of Development
Title

Executive Director-Interconnect
Title

10-30-98
Date

11/26/98
Date

* This Agreement is made pursuant to Section 252 (j) of the Act and is premised upon the Interconnection Agreement between CommChoice, LLC and U S WEST Communications, Inc. (the "Underlying Agreement"). The Underlying Agreement was approved by the Commission on June 19, 1998.

With respect to this Agreement, the Parties understand and agree:

- i) They shall request the Commission to expedite its review and approval of this Agreement.
- ii) Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, U S WEST may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
- iii) This Agreement contains provisions based upon the decisions of the FCC and the Commission under and with respect to the Act. Currently, court and regulatory proceedings affecting the subject matter of this Agreement are in various stages, including the proceedings where certain of the rules and regulations of the FCC are being challenged (see Iowa Utilities Board v Federal Communications Commission, 120 F.3d 753 (8th Cir. 1997), et seq.) and the proceedings where the Commission's decision(s) giving rise to the Underlying Agreement are under and subject to appeal and review (the "Proceedings"). The Agreement has not been corrected to reflect the requirements, claims or outcomes of any of the Proceedings, although

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the pricing does reflect the Commission's most current generic order, if any. Accordingly, when a final decision or decisions are made in the Proceedings that automatically change and modify the Underlying Agreement, then like changes and modifications will similarly be made to this Agreement.

iv) Where the outcome or outcomes of the Proceedings do not automatically change or modify the Underlying Agreement, but the Underlying Agreement is changed to comply with such outcome or outcomes, then like changes and modifications will similarly be made to this Agreement, immediately.

v) It is possible that a settlement of some or all of the issues that are the subject of the Proceedings may be negotiated, thereby making changes or modifications to the Underlying Agreement, and such changes or modifications to the Underlying Agreement arising from such a settlement will similarly be made to this Agreement, upon the approval of the Commission (or other authorized entity) of such changes or modifications of the Underlying Agreement.

APPENDIX A

The following rates and prices are based on ones developed by USWC and submitted to the Commission in proceedings with AT&T Communications of the Midwest, Inc. These rates and prices shall be the interim rates, effective between the Parties, unless and until the Commission specifically reviews, approves and establishes different interim rates and prices. And, if the Commission does review, approve and establish different interim rates and prices, in a separate proceeding or in an arbitration proceeding, then at the request of either Party, the following rates and prices will be corrected and adjusted to reflect all of the Commission approved and established interim rates and prices. Thereafter, when the Commission finally reviews, approves and establishes the final rates and prices, then this Appendix and the Agreement shall be corrected and adjusted to reflect those final rates and prices. It is expressly agreed that all of these corrections and adjustment may be effected by changing this Appendix A. The corrections and adjustments will be on a going forward basis, and no prior payments or charges will be refunded or adjusted, but only future payments and charges.

REV 9-18-97

APPENDIX A

U S WEST INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS,
ANCILLARY SERVICES, RESALE PRICE LIST

SOUTH DAKOTA

INTERCONNECTION - LOCAL EXCHANGE

Entrance Facility

DS1 Electrical
DS3 Electrical

Recurring	Nonrecurring
\$82.59	\$515.80
\$336.99	\$611.86

Call Termination

Average Per Minute of Use

Price
\$0.003469

Call Transport

Direct Trunked Transport

DS0 - 0 Miles
DS0 - Over 0 to 8
DS0 - Over 8 to 25
DS0 - Over 25 to 50
DS0 - Over 50

DS1 - 0 Miles
DS1 - Over 0 to 8
DS1 - Over 8 to 25
DS1 - Over 25 to 50
DS1 - Over 50

DS3 - 0 Miles
DS3 - Over 0 to 8
DS3 - Over 8 to 25
DS3 - Over 25 to 50
DS3 - Over 50

Fixed	Per Mile
None	None
\$17.14	\$0.09
\$17.12	\$0.12
\$17.13	\$0.11
\$17.14	\$0.07
None	None
\$34.75	\$0.95
\$34.76	\$1.82
\$34.76	\$1.77
\$34.75	\$1.23
None	None
\$236.42	\$10.43
\$236.53	\$10.83
\$236.71	\$9.91
\$243.04	\$24.44

Tandem-Switched Transport

Tandem Switching, Per Minute Of Use

Price
\$0.051748

Tandem Transmission

0 Mile
 Over 0 - 8 Miles
 Over 8 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed	Per Mile
None	None
\$0.000412	\$0.000012
\$0.000406	\$0.000014
\$0.000408	\$0.000013
\$0.000410	\$0.000009

Multiplexing, per arrangement

DS3 to DS1
 DS1 to DS0

Recurring	Nonrecurring
\$191.32	\$287.45
\$181.28	\$280.77

COMMON CHANNEL SIGNALING ACCESS SERVICE**Entrance Facility**

DS1, Electrical
 DS3, Electrical

Recurring	Nonrecurring
\$82.59	\$515.80
\$336.99	\$611.86

Direct Link Transport

DS0 - 0 Miles
 DS0 - Over 0 to 8
 DS0 - Over 8 to 25
 DS0 - Over 25 to 50
 DS0 - Over 50

 DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

Fixed	Per Mile
None	None
\$17.14	\$0.09
\$17.12	\$0.12
\$17.13	\$0.11
\$17.14	\$0.07
None	None
\$34.75	\$0.95
\$34.76	\$1.82
\$34.76	\$1.77
\$34.75	\$1.23

Direct Link Transport

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

None	None
\$236.22	\$10.43
\$236.53	\$10.83
\$236.71	\$9.91
\$243.94	\$24.44

CCS Link - First Link**CCS Link - Each additional Link**

Recurring	Nonrecurring
To Be Negotiated	To Be Negotiated
To Be Negotiated	To Be Negotiated

STP Port - Per Port

To Be Negotiated To Be Negotiated

Multiplexing

DS3 to DS1
 DS1 to DS0

\$191.32	\$287.45
\$181.28	\$280.77

PHYSICAL AND VIRTUAL COLLOCATION**Common Elements**

Quote Preparation Fee

Recurring	Nonrecurring
To Be Negotiated	\$1,000.00

Entrance Facility - 2 fibers (Note 1)	\$107.83	\$1,000.00
EICT Channel Terminations		
2-wire DSO EICT	\$1.14	\$274.65
4-wire DSO EICT	\$1.45	\$274.65
DS1 EICT	\$12.57	\$311.69
DS3 EICT	\$36.56	\$313.28
EICT Regeneration		
DS1, Regeneration	\$12.21	\$311.69
DS3, Regeneration	\$75.61	\$313.28
Cable Splicing		
Per setup	None	\$474.70
Per Fiber Spliced	None	\$37.95
48 Volt Power, per ampere, per month	\$15.24	None
48 Volt Power Cable		
20 Ampere Capacity - Recurring	\$0.11	\$70.21
40 Ampere Capacity - Recurring	\$0.15	\$95.20
60 Ampere Capacity - Recurring	\$0.17	\$107.22

Regular Hours	After Hours
Inspector per 1/2 Hour	\$27.70
	\$35.99

Virtual Collocation

Equipment Bay, Per Shelf

Recurring	Nonrecurring
\$3.88	None

Training per 1/2 Hour

Regular Hours	After Hours
\$24.54	None

Engineering per 1/2 Hour

\$23.93

\$32.01

Installation per 1/2 Hour

\$27.70

\$35.99

Maintenance per 1/2 Hour

\$24.54

\$32.64

Physical Collocation

Cage/Hard Wall Enclosure

ICB

ICB

Rent (w/ Maintenance) - per square foot, Zone 1 (Note 2)

\$2.75

None

Rent (w/ Maintenance) - per square foot, Zone 2 (Note 2)

\$2.26

None

Rent (w/ Maintenance) - per square foot, Zone 3 (Note 2)

\$2.06

None

ANCILLARY SERVICES

Price

Directory Assistance

Price per Call -- Facilities-Based Providers

\$0.31

Listings

Primary Listings, Directory Assistance, White & Yellow

No Charge

Pages

E9-1-1

LEC and AEC's recover costs from PSAP

No Charge

Interim Number Portability

Price
New York Method

Assignment of Numbers

Assignments per industry guidelines

Price
No Charge

Busy Line Verification

Per Call

\$0.75

Busy Line Interrupt

Per Call

\$0.92

ACCESS TO UNBUNDLED ELEMENTS

Unbundled Loops

2-Wire LIS-Link, Statewide
4-Wire LIS-Link, Statewide

ISDN Extension Increment, Per Loop (Note 3)

Basic Installation, First LIS-Link
Basic Installation, Each Additional LIS-Link

Installation with Conformance Testing, First LIS-Link
Installation with Conformance Testing, Each Additional
LIS-Link

Coordinated Installation with Testing, First LIS-Link
Coordinated Installation with Testing, Each Additional
LIS-Link

Recurring	Nonrecurring
\$21.09	
\$39.34	
\$21.49	

\$106.29

\$58.44

\$170.79

\$86.61

\$218.00

\$133.81

Network Interface Device (Note 4)

\$58.58

Cable Unloading and Bridge Tap Removal (Note 5)

\$58.50

Unbundled Ports

End Office Port, Per First Port
End Office Port, Per Each Additional Port

Average Per Minute of Use, Per Port

Recurring	Nonrecurring
\$1.44	\$98.39
\$1.44	\$52.96
\$0.003469	

\$98.39

\$52.96

RESALE

Customer Transfer Charge

Nonrecurring
\$5.00

USWC Resold Services (Note 6)

Includes billing and collections, operator services, and directory assistance

15.55%

If CLEC provides its own operator services, directory

assistance, and billing and collections

12.81%

Notes

- 1 Pursuant to Order TC 96-184 the recurring rate is applicable for the first two years of the agreement. After that period, the Entrance Enclosure recurring rate is \$2.83.
- 2 Zones per NECA 4 Tariff.
- 3 This charge applies when a CLEC requests ISDN capability on an unbundled loop greater than 18 kft.
- 4 This charge applies when USWC must install a Network Interface Device for a CLEC or when USWC must connect a CLEC's loop to the USWC Network Interface Device.
- 5 This charge applies only when loop unloading is necessary.
- 6 Pursuant to Order TC 96-184 USWC is not required to make its enhanced services available for resale.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 20, 1998 through November 25, 1998

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

NATURAL GAS

- NG98-011 In the Matter of the Application of MidAmerican Energy Company for Authority to Increase Rates for Natural Gas Service

On November 23, 1998, MidAmerican Energy Company filed with the Commission an application for authority to increase natural gas rates in South Dakota. The application seeks an overall increase in rates in the amount of \$3,218,414 or approximately 6.5%. The Company has requested a change in rates to become effective for billings after December 23, 1998.

Staff Attorney Camron Hoseck
Consumer Affairs Leni Healy
Date Filed 11-23-98
Invention Deadline N/A

TELECOMMUNICATIONS

- TC98-205 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Interconnection Agreement between Black Hills FiberCom, Inc. and U S WEST Communications, Inc.

On November 24, 1998, U S WEST Communications, Inc. filed an interconnection agreement between itself and Black Hills FiberCom, Inc. 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 December 15, 1998. Parties to the agreement may file written responses to the comments no later than January 5, 1999.

Staff Attorney Camron Hoseck
Date filed November 24, 1998
Responses due December 15, 1998

You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe to the PUC mailing list at <http://www.state.sd.us/puc/>



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-8070

December 3, 1998

Capitol Office
Telephone (605) 773-3201
FAX (605) 773-3809

Transportation
Warehouse Division
Telephone (605) 773-5280
FAX (605) 773-5225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet
bill@pu.state.sd.us

Jim Burg
Chairman
Pam Nelson
Vice Chairman
Laska Schreiberfelder
Commissioner

William Hilliard Jr.
Executive Director

Edward R. Anderson
Helen Best

Marion C. Beitzman
Charlie Polite

Sue Cullen
Karen E. Cremer

Marlette Fouhbach
Shelton Fugitt

Leslie Hammond
Katie Hartford

Leta Healy
Cameron Hinesch

Dave Jacobson
Bob Knadke

Delano Kolbe
Jeffrey P. Lorenson

Larry Norum
Gregory A. Reiss

Loren Stangor
Steven M. Wegman

Rebecca Ailly West

Mr. James H. Gallegos
Senior Attorney
J S WEST Communications, Inc.
1801 California Street, Suite 5100
Denver CO 80202

Mr. Dick Reighard
Black Hills FiberCom, Inc
2045 Samco Road
Rapid City, SD 57702

Ms. Kristine B. Macneal
Contract Development & Services
U S WEST Communications, Inc.
188 Inverness Drive West, Suite 600
Englewood, CO 80112

Re U S WEST Communications, Inc./Black Hills FiberCom, Inc.
Interconnection Agreement
Docket TC98-205

Dear Folks:

Enclosed you will find copy of Staff Analysis and Recommendation with reference to the above captioned matter. This is intended as service upon you by mail.

Very truly yours,

Carron Hoseck
Staff Attorney

CH dk
Enc

Ms. Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc.
125 South Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Ms. Linda Miles
Contract Development & Services
U S WEST Communications, Inc.
1600 7th Avenue, Suite 3210
Seattle, WA 98191

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY U S WEST)
COMMUNICATIONS, INC. FOR APPROVAL OF) STAFF ANALYSIS AND
INTERCONNECTION AGREEMENT BETWEEN) RECOMMENDATION
BLACK HILLS FIBERCOM, INC. AND U S)
WEST COMMUNICATIONS, INC.) TC98-205

At 47 U.S.C. Section 252(a)(1) the law provides that negotiated interconnection agreements which have been reached are to be submitted to the Public Utilities Commission (Commission) for approval. Submission of the agreement is to be in accordance with Subsection (e) of this provision. Subsection (e) provides that the Commission is to reject or approve the agreement with written findings as to deficiencies. The grounds for rejection are specified in Subsection (e)(2). As summarized, those reasons include discrimination, inconsistency with the public interest, convenience and necessity or inconsistency with Section 251 or the standards of (d) of Section 252.

Staff bases its analysis and recommendations on these standards.

ANALYSIS

1. The agreement at page 1 omits the dating of the agreement. It does, however, have an effective date of June 15, 1998, at Section XXIII. The last signature on page 66 is dated November 6, 1998. These inconsistencies in the effective date are pointed out to the Commission; it is the undersigned attorney's assumption that services and elements have not been purchased under this agreement or that other contractual activity has not taken place since its effective date of June 15, 1998. The Commission may want to be assured of this fact by the parties prior to granting approval.

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2

2. At Section XXVIII, page 59, South Dakota law is the controlling law. This has been the source of objection by the undersigned in the past and it has been changed to a satisfactory form here.

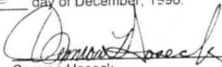
3. The warranty provision which has been a source of objection in other interconnection agreements has been removed here.

4. It is pointed out to the Commission that service standards are contained in this agreement, see Section XV, at page 54. Basically, they provide for U S WEST to furnish service and elements at the same level it furnishes those services and elements to itself. At Section XXXIII, page 61, there are actual performance standards measures. While the parties are free to agree upon these standards, their inclusion in this agreement raises a question of discrimination in that U S WEST has agreements without such standards while others defer adoption of such standards until arbitration in the U S WEST and AT&T case establishes those standards.

CONCLUSION

The Commission should approve this agreement provided satisfactory explanation is made with regard to whether or not any contractual activity has occurred since the effective date of June 15, 1998. Secondly, the Commission should be satisfied that the inclusion of performance standards do not constitute discriminatory activity.

Respectfully submitted this 3rd day of December, 1998.



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

CERTIFICATE OF SERVICE

I hereby certify that copies of Staff Analysis and Recommendation were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 31st day of December, 1998.

Mr. James H. Gallegos
Senior Attorney
U S WEST Communications, Inc.
1801 California Street, Suite 5100
Denver CO 80202

Mr. Dick Reighard
Black Hills FiberCom, Inc
2045 Samco Road
Rapid City, SD 57702

Ms. Kristine B. Macneal
Contract Development & Services
U S WEST Communications, Inc.
188 Inverness Drive West, Suite 600
Englewood, CO 80112

Ms. Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc
125 South Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Ms. Linda Miles
Contract Development & Services
U S WEST Communications, Inc.
1600 7th Avenue, Suite 3210
Seattle, WA 98191



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



December 9, 1998

Mr. James H. Gallegos
Senior Attorney
U S WEST Communications, Inc.
1801 California Street, Suite 5100
Denver CO 80202

Ms. Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc.
125 South Dakota Avenue, 6th Floor
Sioux Falls, SD 57194

Mr. Dick Reighard
Black Hills FiberCom, Inc.
2045 Samco Road
Rapid City, SD 57702

Ms. Linda Miles
Contract Development & Services
U S WEST Communications, Inc.
1600 7th Avenue, Suite 3210
Seattle, WA 98191

Ms. Kristine B. Macneal
Contract Development & Services
U S WEST Communications, Inc.
188 Inverness Drive West, Suite 600
Englewood, CO 80112

Re: U S WEST Communications, Inc./Black Hills FiberCom, Inc.
Interconnection Agreement
Docket TC98-205

Dear Folks

Enclosed you will find copy of Supplement to Staff Analysis and Recommendation with reference to the above captioned matter. This is intended as service upon you by mail.

Very truly yours,

Camron Hoseck
Staff Attorney

CH dk
Enc

Capitol Office
Telephone (605) 773-3201
FAX (605) 773-3809

Transportation
Warehouse Division
Telephone (605) 773-5230
FAX (605) 773-3225

Consumer Hotline
1-800-332-1742

TTY Through
Relay South Dakota
1-800-877-1113

Internet
hill@ps.state.sd.us

♦
Jim Berg
Chairman
Paul Nelson
Vice Chairman
Laska Schenfelder
Commissioner

William Dillard Jr.
Executive Director

Edward R. Anderson
Harlan Best
Martin C. Bettmann
Charlie Delle
Sue Colon
Karin E. Gernat
Marlene Guckbach
Shirleen Fugitt
Loren Henderson
Katie Harford
Lami Healy
Camron Hoseck
Doree Jacobson
Bob Knudde
DeLaine Kolbe
Jeffrey F. Lorenzen
Terry Moran
Gregory A. Ralston
Lamarr Mangold
Steven M. Weigandt
Rebecca Ault Ward

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY U S WEST)	SUPPLEMENT TO STAFF
COMMUNICATIONS, INC. FOR APPROVAL OF)	ANALYSIS AND
INTERCONNECTION AGREEMENT BETWEEN)	RECOMMENDATION
BLACK HILLS FIBERCOM, INC. AND U S)	
WEST COMMUNICATIONS, INC.)	TC98-205

As a supplement to the staff analysis and recommendation dated December 3, 1998, I would point out that Black Hills FiberCom, Inc. does not have a certificate of authority to operate as a telecommunications company in South Dakota. The only entity closely resembling this applicant is Black Hills Fiber Systems, Inc. which was granted a certificate of authority on August 5, 1998.

It is the opinion of the undersigned attorney that under 47 U.S.C. 251(a)(1), interconnection agreements must be between telecommunications carriers as that term is defined to mean a telecommunications provider. It is submitted that unless and until Black Hills FiberCom, Inc. is a provider of telecommunications services, contractual interconnection is impossible and the time limitations of 47 U.S.C. 252(e)(4) do not commence to run.

CONCLUSION

The original staff analysis and recommendation is hereby modified in that the interconnection agreement contained in this docket should NOT be approved until such time as Black Hills FiberCom, Inc. obtains a certificate of authority to offer telecommunications service in South Dakota.

Respectfully submitted this 9th day of December, 1998



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501
605 773-3201

CERTIFICATE OF SERVICE

I hereby certify that copies of Supplement to Staff Analysis and Recommendation were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 9th day of December, 1998

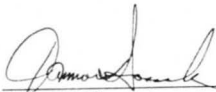
Mr. James H. Gallegos
Senior Attorney
U S WEST Communications, Inc.
1801 California Street, Suite 5100
Denver CO 80202

Mr. Dick Reighard
Black Hills FiberCom, Inc.
2045 Samco Road
Rapid City, SD 57702

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125 South Dakota Avenue, 8th Floor
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Ms. Linda Miles
Contract Development & Services
U S WEST Communications, Inc.
1600 7th Avenue, Suite 3210
Seattle, WA 98191



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501



Black Hills FiberCom

A Black Hills Corporation Enterprise

RECOMMENDATION
BY
STAFF ANALYST
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Communications - for the times of your life

December 14, 1998

Mr. Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
State Capital Building
Pierre, SD 57501-5070

Dear Mr Hoseck:

Subject: US WEST Communications, Inc. Black Hills FiberCom, Inc. Interconnection Agreement (Docket TC98-205)

We have reviewed the Staff Analysis and Recommendation you forwarded to Black Hills FiberCom, Inc. by letter dated December 3, 1998. Part 1 of your analysis addresses the effective date of the agreement. Your assumption that services and elements have not been purchased under the agreement or that other contractual activity has not taken place since its effective date of June 15, 1998 is correct. No activity under the agreement is anticipated by us until our colocation agreement is completed with US WEST. We expect completion of the colocation agreement in the first quarter of 1999.

If you require additional information, please contact me or Ron Schaible.

Sincerely,

Kyle D. White

c. Ron Schaible, VP & General Manager
Kathleen Troughton, GLA International

LAW OFFICES
MORRILL THOMAS NOONEY & BRAUN, LLP

625 NINTH STREET - 8TH FLOOR
P.O. Box 8108

RAPID CITY, SOUTH DAKOTA 57709-1108

TELEPHONE (605) 348-7516
FAX (605) 348-5852

December 21, 1998

TIMOTHY L. THOMAS*
JOHN K. NOONEY*
LONNIE R. BRAUN
PENNY TIBKE PLATNICKI
GREGORY J. BERNARD
*ALSO LICENSED IN MICHIGAN
*ALSO LICENSED IN WISCONSIN

Camron Hosenk, Esq.
Staff Attorney
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Black Hills FiberCom
Our File No. BH-1052

Dear Camron:

This letter is in response to your correspondence to Dick Reighard of December 3 and December 9 concerning the interconnection agreement between U. S. West Communications, Inc. ("U. S. West"), and Black Hills Fibercom, Inc., formerly known as Black Hills Fiber Systems, Inc. ("Black Hills").

As it concerns the December 3 letter and the accompanying Staff Analysis and Recommendation, I note in the conclusion a question is raised relative to the effective date of June 15, 1998. As it concerns the proposed interconnection agreement between Black Hills and U. S. West, that date was used because it was the date of the interconnection agreement between U. S. West and ComChoice, which was the model agreement utilized by Black Hills. If you have any further questions as it concerns that matter, I trust you will contact me.

As it concerns your letter of December 9 and the Supplement to Staff Analysis and Recommendations ("Supplement"), the original Staff Analysis and Recommendations are modified, premised upon a question as to whether Black Hills FiberCom has a certificate of authority to offer telecommunication services in South Dakota. This inquiry is obviously based upon the fact that the Order Granting Certificate of Authority, dated by the South Dakota Public Utilities Commission on August 5, 1998, recognized Black Hills Fiber Systems, Inc., as an authorized provider of telecommunication services. On September 17, 1998, the South Dakota Secretary of State recognized a change in the Articles of Incorporation of Black Hills Fiber Systems, Inc., wherein the name was changed to Black Hills Fibercom, Inc. I understand that Kyle White sent a letter to Mr. Bullard on September 29, setting forth this name change and

RECEIVED

DEC 21 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

OF COUNSEL
DAVID E. MORRILL

FAX Received DEC 21 1998

Camron Hosek
December 21, 1998 letter
Page 2

providing to you a copy of that letter, as well as a certified copy from the Secretary of State, acknowledging the change in the Articles and the accompanying name change.

Consistent with the provisions of ARSD 20:10:24.2, this letter is intended as notification to the South Dakota Public Utilities Commission, consistent with subdivision (1), that the name, address, and telephone number of the Applicant are as follows:


Black Hills Fibercom, Inc.
2045 Samco Road
P. O. Box 2115
Rapid City, SD 57709
605-348-1701

and consistent with subdivision (2), the name under which the Applicant will provide services will be Black Hills FiberCom.

Camron, I would appreciate it if the South Dakota Public Utilities Commission could consider the interconnection agreement at its first convenience and understand that it is conceivable that this matter may be ready for final resolution as early as January 6.

As always, if I can provide you any additional information, please feel free to contact me.

Sincerely yours,



John K. Nooney

JKN:bjr

cc Ron Schaible
Kyle D. White



Black Hills FiberCom

A Black Hills Corporation Enterprise

Communications... for the times of your life.

December 14, 1998

Mr. Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
State Capital Building
Pierre, SD 57501-5070

Dear Mr. Hoseck:

Subject: US WEST Communications, Inc./Black Hills FiberCom, Inc. Interconnection Agreement (Docket TC98-205)

We have reviewed the Staff Analysis and Recommendation you forwarded to Black Hills FiberCom, Inc. by letter dated December 3, 1998. Part 1 of your analysis addresses the effective date of the agreement. Your assumption that services and elements have not been purchased under the agreement or that other contractual activity has not taken place since its effective date of June 15, 1998 is correct. No activity under the agreement is anticipated by us until our colocation agreement is completed with US WEST. We expect completion of the colocation agreement in the first quarter of 1999.

If you require additional information, please contact me or Ron Schaible.

Sincerely,

Kyle D. White

cc: Ron Schaible, VP & General Manager
Kathleen Troughton, GLA International

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Department of State

United States of America, 1
Secretary's Office
State of South Dakota 1

This is to certify that the attached instrument of writing is a true, correct and examined copy of the Articles of Amendment for BLACK HILLS FIBERCOM, INC. filed in this office on September 17, 1998



IN TESTIMONY WHEREOF, I
have hereunto set my hand and
caused to be affixed the Great Seal
of the state of South Dakota at the
city of Pierre, the capital, this
December 18, 1998

Joyce Hazeltine
Secretary of State

Fees, \$8 00

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Articles of Amendment to the Articles of Incorporation of BLACK HILLS FIBER SYSTEMS, INC. duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Amendment to the Articles of Incorporation and attach hereto a duplicate of the Articles of Amendment of BLACK HILLS FIBER SYSTEMS, INC. changing its name to BLACK HILLS FIBERCO, INC.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 17, 1948.

JOYCE HAZELTINE
Secretary of State

RECEIVED

SEP 17 1998

S.D. SEC. OF STATE

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
BLACK HILLS FIBER SYSTEMS, INC.
CHANGING THE CORPORATE NAME TO
BLACK HILLS FIBERCOM, INC.

The name of the corporation prior to the filing of these Articles of Amendment is
Black Hills Fiber Systems, Inc.

The following amendment was adopted by the corporation's shareholders:

- The name of the corporation shall be changed to Black Hills Fibercom, Inc.
- The date of the adoption of the amendment was August 31, 1998.
- The number of outstanding shares of the corporation is 2,500, with all shares being entitled to vote.
- All outstanding shares were voted for the amendment referenced in paragraph 2 above.

IN WITNESS WHEREOF, these Articles of Amendment to the Articles of Incorporation of Black Hills Fiber Systems, Inc. changing the corporate name to Black Hills Fibercom, Inc., were executed on the 16 day of September, 1998.

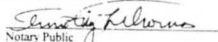

Daniel P. Landguth
Chairman of the Board of Directors

STATE OF SOUTH DAKOTA

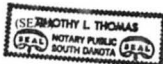
COUNTY OF PENNINGTON

On the 16 day of September, 1998, before me, the undersigned officer, personally appeared Daniel P. Landguth, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires: August 3, 2000



Receipt No: 73777

File Number: DB039972

9811290 1177
11/10/98

AMENDMENT

For

BLACK HILLS FIBER SYSTEMS, INC. N/C TO: BLACK HILLS FIBERCOM,
INC.

File at the request of:

MORRILL THOMAS NOONEY & BRAUN, LLP
TIMOTHY THOMAS
PO BOX 8108
RAPID CITY SD 57709

STATE OF SOUTH DAKOTA

SS.

OFFICE OF THE SECRETARY OF STATE

Filed in the office of Secretary of State on
Date September 17, 1998

Joyce Hazeltine
Secretary of State

Fee Received \$20.00

SOS CRP 491 10/93

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY U S WEST) ORDER APPROVING
COMMUNICATIONS, INC. FOR APPROVAL OF) AGREEMENT
AN INTERCONNECTION AGREEMENT)
BETWEEN BLACK HILLS FIBERCOM, INC.) TC98-205
AND U S WEST COMMUNICATIONS, INC.)

On November 24, 1998, U S WEST Communications, Inc. (U S WEST) filed for approval by the South Dakota Public Utilities Commission (Commission) of an interconnection agreement between Black Hills FiberCom, Inc. and U S WEST.

On November 25, 1998, 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 December 15, 1998, to do so. No comments were filed. Commission staff filed an analysis and recommendation and a supplement to it.

At its duly noticed January 6, 1999, meeting, the Commission considered whether to approve the agreement between U S WEST and Black Hills FiberCom, Inc.

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.

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 6th day of January, 1999.

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: Melanie Kaine

Date: 1/6/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner