

TC00-131

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DOCKET NO.

In the Matter of

IN THE MATTER OF THE FILING FOR APPROVAL OF A FIRST AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN BROOKINGS MUNICIPAL UTILITIES TELEPHONE DEPARTMENT D.B.A. SWIFTEL COMMUNICATIONS AND QWEST CORPORATION

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

8/20/00 Filed and Docketed;  
8/21/00 Publicly Filed;  
8/22/00 Public Approving First Amendment to Agreement,  
8/22/00 Docket Closed

TC00-131



**Qwest**  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
Phone 303 672-5871  
Facsimile 303 295-7069

**Alex M. Duarte**  
Senior Attorney

RECEIVED

AUG 30 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

August 25, 2000

Mr. William Bullard, Jr.  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Filing of First Amendment to the Interconnection Agreement between Brookings Municipal Utilities Telephone Department, d.b.a. Swiftel Communications and Qwest Corporation.

Dear Mr. Bullard, Jr.,

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing is an original and ten (10) copies of the First Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications Inc. and Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications ("Swiftel") for approval by the Commission. Swiftel and Qwest entered into the Interconnection Agreement which was approved by the South Dakota Commission effective February 18, 1999, in Docket No. TC-98-204. Swiftel and Qwest now desire to amend the Interconnection Agreement to include the Terms and Conditions for Inter Local Calling area ("InterLCA Facility") as set forth in Attachment I to the First Amendment.

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

Mr. William Bullard, Jr.

August 24, 2000

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The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the Federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expedient approval of this Agreement will enable Swiftel to enter the local exchange market and provide customers with increased choices among local exchange services.

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

Very truly yours,



Alex Duarte

Enclosures

cc: Swiftel  
W. James Adkins  
1020 West 41<sup>st</sup> Street  
Sioux Falls, SD 57101

Colleen Sebold  
Manager - Public Policy  
Qwest Corporation  
125 S. Dakota Avenue, 8<sup>th</sup> Floor  
Sioux Falls, SD 57194

Qwest Corporation Law Department  
Counsel, Interconnection  
1801 California Street, Suite 5100  
Denver, Colorado 80202

**Amendment No. 1 to the Interconnection Agreement  
 Between  
 Brookings Municipal Utilities Telephone Department d.b.a.  
 Swiftel Communications  
 And  
 Qwest Corporation f/k/a U S WEST Communications, Inc.  
 For the State of South Dakota**

This Amendment No. 1 ("Amendment") is made and entered into by and between Brookings Municipal Utilities Telephone Department d.b.a Swiftel Communications ("Swiftel") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest").

**RECITALS**

Swiftel and U S WEST Communications, Inc. entered into that certain Interconnection Agreement for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission on February 18, 1999 (the "Underlying Agreement"); and

Swiftel and Qwest wish to amend the Underlying Agreement under the Terms and Conditions contained herein;

NOW THEREFORE, the Parties agree to the following:

**1. DESCRIPTION OF AMENDMENT.**

This Amendment is made in order to add the Terms and Conditions for Inter Local Calling Area (InterLCA Facility) as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein:

**2. EFFECTIVE DATE.**

This Amendment shall be deemed effective upon approval by the appropriate state Commission, however the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Swiftel must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Swiftel will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**3. FURTHER AMENDMENTS.**

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

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Brookings Municipal  
Utilities Telephone  
Department d.b.a. Swiftel  
Communications

Qwest Corporation

  
Authorized Signature

  
Authorized Signature

Craig Devog  
Name Typed or Printed

P.T. Williams  
Name Typed or Printed

Executive General Manager  
Title

Vice President - Wholesale Specialized Markets  
Title

8/4/00  
Date

8-08-00  
Date

## ATTACHMENT 1

### 1. Description

Inter Local Calling Area ("InterLCA Facility") is an interconnection DS1 offering that allows Swiftel to establish a virtual POI in a distant calling area.

#### 2. Inter Local Calling Area (LCA) Facility

- 2.1 Swiftel may request Qwest-provided facilities to transport EAS/Local Traffic from a virtual POI in a Qwest EAS/LCA to a POI located in a distant EAS/LCA (a 'distant POI'). The Qwest-provided facilities interconnecting a Qwest EAS/LCA to a distant POI are Type 2 InterLCA Facilities.
- 2.2 The actual origination of the InterLCA Facility shall be the Qwest Wire Center located in the EAS/LCA associated with Swiftel's NXX. The Termination point is in the POI in the distant EAS/LCA.
- 2.3 If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center is twenty miles or less, the fixed and per-mile rates for Dedicated Transport shall apply in accordance with Appendix A of the Underlying Agreement.
- 2.4 If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center of the distant POI is greater than twenty miles, the fixed and per-mile Dedicated Transport rates shall apply to the first twenty miles in accordance with Appendix A of the Underlying Agreement, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 2.5 The facilities connecting the distant POI to the Qwest Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.
- 2.6 Swiftel will be charged for the first twenty miles of the InterLCA Facility as specified in Appendix A of the Underlying Agreement, to reflect the portion of the InterLCA facility that is used by Qwest to transport Qwest-originated traffic to Swiftel. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.
- 2.7 The InterLCA facility may be utilized with a DS1 to DS0 multiplexer in the Qwest Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.

2.8

In addition Swiftel may choose to purchase a Private Line Transport Services DS3 from Qwest as a CFA on which the Type 2 InterLCA Facility would ride. Swiftel will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Swiftel chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.

2.9

The InterLCA Facility cannot be used to access unbundled network elements.

2.10

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



South Dakota Public Utilities Commission  
**WEEKLY FILINGS**  
For the Period of August 24, 2000 through August 30, 2000

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact  
Deanne Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CT00-099** In the Matter of the Complaint filed by Jim and Georgia Bacon, Custer, South Dakota, against Lightyear Communications, Inc. Regarding Unauthorized Switching of Services.

The Complainants claim they did not authorize a switch in their service. The Complainants request "the full dollar amount suitable for this type of case" as relief.

Staff Analyst: Leni Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 08/29/00  
Intervention Deadline: NA

**CT00-100** In the Matter of the Complaint filed by Earl A. Eliason on behalf of Earl's Barber Shop, Philip, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Switching of Services.

The complainant alleges that his long distance services were switched without his authorization and he has received billings and charges which he disputes. He reports that he has requested a copy of the verification tape and this has not been provided. The complainant requests that if AT&T cannot prove that he agreed to their calling plan he wants the following: 1. A signed statement that he did not agree to this plan and the switch was done without his consent. 2. A refund of \$16.45. 3. A check for \$750.00 for his trouble.

Staff Analyst: Charlene Lund  
Staff Attorney: Karen Cremer  
Date Docketed: 08/30/00  
Intervention Deadline: NA

**CT00-101** In the Matter of the Complaint filed by Terry L. Vellek, Sioux Falls, South Dakota, against Qwest Communications, Inc. Regarding a Billing Dispute.

The Complainant has had continuing billing problems with Qwest over the past two years which include toll charges and Universal Service Fund charges. Qwest has indicated that the calls were dialed directly using 10-10 numbers. The Complainant is seeking \$1000 in relief.

Staff Analyst: Leni Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 08/30/00  
Intervention Deadline: NA

## NATURAL GAS

### **NG00-007 In the Matter of the Filing by NorthWestern Public Service Company for Approval of Tariff Revisions.**

NorthWestern Public Service has filed to revise its South Dakota Natural Gas Tariff by adjusting its fuel retention percentage. The Gas Transportation Tariff General Terms and Conditions call for the retention percentage for the Company's South Dakota distribution system to be adjusted annually based upon the actual percentage incurred by the Company in the prior year.

Staff Analyst: Keith Senger  
Staff Attorney: Karen Cremer  
Date Docketed: 08/25/00  
Intervention Deadline: 09/11/00

## TELECOMMUNICATIONS

### **TC00-129 In the Matter of the Application of Zone Telecom, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota**

Zone Telecom, Inc. is seeking a Certificate of Authority to provide facilities-based intrastate interexchange and alternative operator telecommunications services in South Dakota. The applicant intends to provide a variety of competitive telecommunications services including prepaid calling cards, retail and wholesale interLATA private line, retail and wholesale calling cards, retail and wholesale switched interLATA long distance, and other services.

Staff Analyst: Heather Forney  
Date Docketed: 08/24/00  
Intervention Deadline: 09/15/00

### **TC00-130 In the Matter of the Filing by the Local Exchange Carriers Association for Approval to Add Additional Exchanges to Interstate Telecommunications Service Cooperative, Inc. and Vivian Telephone Company and for a Few Minor Text Changes.**

On August 29, 2000, the Local Exchange Carriers Association (LECA) filed revisions to its Tariff No. 1. The purpose of the revisions is to reflect additional exchanges participating in the tariff and a few minor textual changes.

Staff Analyst: Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 08/29/00  
Intervention Deadline: 09/15/00

**TC00-131 In the Matter of the Filing for Approval of a First Amendment to an Interconnection Agreement between Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications and Qwest Corporation.**

A first amendment to an interconnection agreement between Qwest Corporation and Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-204 and was effective February 18, 1999. The First Amendment will include the Terms and Conditions for Inter Local Calling Area (InterLCA Facility). Any party wishing to comment on the First Amendment may do so by filing written comments with the Commission and the parties to the amendment no later than September 19, 2000. Parties to the amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Karen Cremer  
Date Docketed: 08/30/00  
Initial Comments Due: 09/19/00

**TC00-132 In the Matter of the Filing for Approval of a Resale Agreement between Qwest Corporation and DPI Teleconnect, L.L.C.**

A Resale Interconnection Agreement between Qwest Corporation and DPI Teleconnect, L.L.C. was filed with the Commission for approval. The agreement is a negotiated agreement setting forth certain arrangements to provide, within the geographical areas where Qwest is the incumbent local exchange carrier, the unbundled network element platform and/or services for resale of local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than September 19, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Karen Cremer  
Date Docketed: 08/30/00  
Initial Comments Due: 09/19/00

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

IN THE MATTER OF THE FILING FOR ) ORDER APPROVING FIRST  
APPROVAL OF A FIRST AMENDMENT TO AN ) AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN ) AGREEMENT  
BROOKINGS MUNICIPAL UTILITIES )  
TELEPHONE DEPARTMENT D.B.A SWIFTEL ) TC00-131  
COMMUNICATIONS AND QWEST )  
CORPORATION )

On August 30, 2000, Qwest Corporation (Qwest), fka U S WEST Communications, Inc. filed for approval by the South Dakota Public Utilities Commission (Commission) a first amendment to an interconnection agreement between Brookings Municipal Utilities Telephone Department d b a Swiftel Communications (Swiftel) and Qwest. The first amendment includes the terms and conditions for inter local calling area (InterLCA Facility).

On August 31, 2000, the Commission electronically transmitted notice of the filing of the first amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until September 19, 2000, to do so. No comments were filed.

At its duly noticed September 26, 2000, meeting, the Commission considered whether to approve the negotiated first amendment to the agreement between Qwest and Swiftel. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the first amendment does not discriminate against a telecommunications carrier that is not a party to the first amendment and the first amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the first amendment to the agreement. It is therefore

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

Dated at Pierre, South Dakota, this 29<sup>th</sup> day of September, 2000.

<b>CERTIFICATE OF SERVICE</b>
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>    Melaine Kelbo    </u>
Date: <u>    9/29/00    </u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner