

In the Matter of \_\_\_\_\_

IN THE MATTER OF THE FILING FOR \_\_\_\_\_

APPROVAL OF AN AMENDMENT TO \_\_\_\_\_

AN INTERCONNECTION AGREEMENT \_\_\_\_\_

BETWEEN QWEST CORPORATION \_\_\_\_\_

AND SPRINT COMMUNICATIONS \_\_\_\_\_

COMPANY L.P. \_\_\_\_\_

### Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
3/27 02	Filed and Docketed;
3/28 02	Weekly Filing;
6/7 02	Order Approving Amendment to Agreement;
6/7 02	Docket Closed

**BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.**  
ATTORNEYS AT LAW

Jeremiah D. Murphy  
Russell R. Greenfield  
Gary J. Pashby  
Vance R.C. Goldammer  
Thomas J. Welk  
Terry N. Prendergast  
Michael S. McKnight  
Gregg S. Greenfield  
Roger A. Sudbeck  
Carolyn A. Thompson  
Lisa Hansen Marso  
Tamara A. Wilka  
Jeffrey C. Clapper  
Heather R. Springer

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

J.W. Boyce (1884-1915)  
John S. Murphy (1924-1966)  
John R. McDowell (1936-1996)

Telephone 605 336-2424 Direct Dial 605-731-0208  
Facsimile 605 334-0618 tjwelk@boycemurphy.com

**RECEIVED**

MAR 27 2002

March 25, 2002

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

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Re: Filing of Advice Adoption Letter, Amendment Language and Collocation Cancellation and Collocation Decommission Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications Company, L.P.  
Our File No. 2104.078

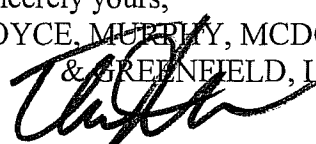
Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Advice Adoption Letter, Amendment Language and Collocation Cancellation and Collocation Decommission Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Sprint Communications ("Sprint") for approval by the Commission. These are amendments to the negotiated interconnection agreement between Sprint and Qwest which was approved by the Commission effective November 13, 2001 in Docket No. TC01-151.

The Agreement is amended by adding terms and conditions for the Advice Adoption Letter process as set forth in Attachment 1 and Exhibits A & B to this Amendment, attached to the Amendment by replacing Section (A)3.26 in its entirety as specified on Attachment 2, attached to the amendment and by adding terms and conditions for Collocation, Cancellation and Collocation Decommission as set forth in Attachment 3 and Attachment 4 attached to the Amendment.

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

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

  
Thomas J. Welk

TJW/vjj  
Enclosures

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

**Advice Adoption Letter, Amendment Language and Collocation Cancellation and  
Collocation Decommission Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Sprint Communications Company, L.P.  
for the State of South Dakota**

**RECEIVED**

MAR 27 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

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

**RECITALS**

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms and conditions for the Advice Adoption Letter process as set forth in Attachment 1 and Exhibits A & B to this Amendment, attached hereto and incorporated herein by this reference, by replacing Section (A)3.26 in its entirety as specified on Attachment 2, attached hereto and incorporated herein by this reference, and by adding terms and conditions for Collocation Cancellation and Collocation Decommission as set forth in Attachment 3 and Attachment 4, also attached hereto and incorporated herein.

**Effective Date**

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

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by

written instrument executed by an authorized representative of both Parties.

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

**Sprint Communications Company, L.P.**

Kendal S Row for  
Signature

W. Richard Morris  
Name Printed/Typed

Vice President -State External Affairs  
Title

March 14, 2002  
Date

**Qwest Corporation**

L.T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

3/20/02  
Date

Temporary Delegation of Approval Authority

Exhibit A

To: SVP-Controller, Sprint

I W. Richard Morris, Vice President - State External Affairs  
Name Title

in accordance with Financial Policy 20.1, Fiscal Authorization, do hereby delegate my fiscal approval authority to:

Ken S. Ross, Director, State External Affairs  
Name Title

For the following expenditure types and amounts:

<u>Expenditure Type</u>	<u>\$ Limit</u>
<u>Interconnection Contracts</u>	<u>\$1,000,000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

This delegation of authority is effective for the period March 13, 14 & 15, 2002  
to   and is necessary due to business and vacation  
(reason, e.g., absence, vacation, etc.).

Kendal S. Ross March 12, 2002  
Signature of person receiving temporary delegation (in ink) Date

Ken S. Ross  
Print name of person receiving temporary delegation (in ink)

W. Richard Morris 3/12/02  
Signature of person whose authority is being delegated (in ink) Date

W. Richard Morris  
Print name of person whose authority is being delegated (in ink)

**Instructions:** A copy of this completed form should accompany individual financial commitment or expenditure documentation approved under this above temporary delegation.

**ATTACHMENT 1**

1. Sprint and Qwest agree that the Agreement can only be amended in writing, as set forth in Section (A)3.26 of the Agreement, executed by the duly authorized representatives of the Parties.

1.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and Sprint desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in the Agreement or a Tariff, Qwest will notify Sprint of the availability of these new services through the Change Management Process ("CMP"). Sprint must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and billing processes. In addition, the Parties shall amend the Agreement under one (1) of the following two (2) options:

1.1.1 If Sprint is prepared to accept Qwest's terms and conditions for such new products, Sprint shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit A), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. Sprint shall submit the Advice Adoption Letter to the Commission for its approval. Sprint shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in the Agreement and may begin ordering the new product pursuant to the terms of the Agreement as amended by such Advice Adoption Letter.

1.1.2 If Sprint wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, Sprint agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit B) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in the Agreement.

ADVICE ADOPTION LETTER

**Director of Interconnection Compliance**

C/O Heidi Higer  
Qwest  
1801 California, Room 2410  
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: \_\_\_\_\_

Dear Sir or Madam:

By its signature below, \_\_\_\_\_ ("Sprint") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of \_\_\_\_\_.

Sprint certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

**Sprint**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INTERIM ADVICE ADOPTION LETTER

**Director of Interconnection Compliance**

C/O Heidi Higer  
Qwest  
1801 California, Room 2410  
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: \_\_\_\_\_

Dear Sir or Madam:

By its signature below, \_\_\_\_\_ ("Sprint") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of \_\_\_\_\_.

Sprint certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

Qwest acknowledges that Sprint believes that the rates, terms and conditions for the Qwest New Product should be altered and that Sprint enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of the Advice Adoption Letter Amendment executed by the Parties. Sprint enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

**Sprint**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT 2**

The Parties to this Amendment agree that Section (A)3.26, Amendment, of the Agreement is replaced in its entirety with the following language:

**(A)3.26 - Amendment**

Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

## ATTACHMENT 3

### Collocation Cancellation

If terms and conditions for Collocation Cancellation are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, the terms of the Interconnection Agreement will prevail.

#### 1. Description

1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has not received notification of completion from Qwest. A Cancellation will only occur upon request by the canceling CLEC.

1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.

1.4 A request for Cancellation is irrevocable once Qwest has accepted the application.

#### 2. Terms and Conditions

2.1 The canceling CLEC, may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a valid Cancellation Application.

2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate adjustments. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.

2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.

2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.

2.6 In the event that CLEC has requested Direct CLEC-to-CLEC with the BAN of the collocation site to be cancelled, such Direct CLEC-to-CLEC will be cancelled automatically pursuant to the submitted Cancellation Application.

### 3. Rate Elements

3.1 Pursuant to the standard terms of the Facility Cancellation Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

### 4. Ordering

4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web site at:  
<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Application must be submitted to [colo@qwest.com](mailto:colo@qwest.com) and [rfsmet@qwest.com](mailto:rfsmet@qwest.com)

4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application.

### 5. Procedures

5.1 Upon receipt and acceptance by Qwest of the Cancellation Application, Qwest will cease all work, with the exception of the elements that are then in the process of being built. The installation of such elements will be completed and CLEC will be billed accordingly.

5.2 Upon Cancellation, materials owned by CLEC and utilized in building the Collocation site will not be returned unless CLEC requests their return in writing (indicated in the Notes section on the Cancellation, Decommission, Change of Responsibility Application Form).

5.3 In the situation where CLEC equipment is on the site prior to the scheduled "Ready For Service" (RFS) date, CLEC shall be notified to remove CLEC equipment.

## ATTACHMENT 4

### Collocation Decommission

If terms and conditions for Collocation Decommissioning are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

#### 1. Description

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

#### 2. Terms and Conditions

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).

2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.

2.3 If CLEC does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current end users and service customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Request must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request, the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursement on the re-usable elements (cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site.

### 3. Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

Rates :

3.1.1 Miscellaneous labor hourly charges as defined below will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined below.

### 4. Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at:

<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: [colo@qwest.com](mailto:colo@qwest.com) and [rfsmet@qwest.com](mailto:rfsmet@qwest.com).

4.1.3 Qwest will notify CLEC within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

#### South Dakota

* Per 1/2 hour or fraction thereof		Recurring	Non Recurring
*	Additional Labor Other – Basic		\$26.84   1
*	Additional Labor Other – Overtime		\$35.85   1
*	Additional Labor Other – Premium		\$44.87   1
	Additional Dispatch		\$81.82   1

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

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of March 21, 2002 through March 27, 2002

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

**TELECOMMUNICATIONS**

**TC02-026 In the Matter of the Application of Kiger Telephone & Telephony, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

On March 21, 2002, Kiger Telephone & Telephony, LLC filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. Kiger intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services and travel card service throughout South Dakota.

Staff Analyst: Michele Farris  
Staff Attorney: Kelly Frazier  
Date Docketed: 03/21/02  
Intervention Deadline: 04/12/02

**TC02-027 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from Winstar Wireless, Inc. to Winstar Communications, LLC.**

On May 18, 1999, Winstar Wireless, Inc. received a Certificate of Authority to provide resold interexchange telecommunications services in South Dakota. On March 21, 2002, Winstar Wireless, Inc. and Winstar Communications, LLC. filed a joint application to transfer the Certificate of Authority of Winstar Wireless, Inc. to Winstar Communications, LLC.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 03/21/02  
Intervention Deadline: 04/12/02

**TC02-028 In the Matter of the Filing for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and KMC Telecom V, Inc.**

On March 22, 2002, the Commission received for approval a Filing of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and KMC Telecom V, Inc. (KMC) for the State of South Dakota. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the

geographical areas in which Qwest is providing local exchange service at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than April 11, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 03/22/02  
Initial Comments Due: 04/11/02

**TC02-029 In the Matter of the Application of Accxx Communications, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

On March 27, 2002, Accxx Communications, LLC filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant is a reseller which intends to offer 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services and travel card services.

Staff Analyst: Heather Forney  
Staff Attorney: Karen Cremer  
Date Docketed: 03/27/02  
Intervention Deadline: 04/12/02

**TC02-030 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.**

On March 27, 2002, the Commission received for approval a Filing of an Amendment to the Interconnection Agreement between Sprint Communications Company L.P. (Sprint) and Qwest Corporation (Qwest). According to the parties, this is an Amendment to a negotiated interconnection agreement between Sprint and Qwest which was approved by the Commission effective November 13, 2001, in Docket No. TC01-151. According to the parties, the Agreement is amended by adding terms and conditions for the Advice Adoption Letter process as set forth in Attachment 1 and Exhibits A & B to this Amendment, attached to the Amendment by replacing Section (A)3.26 in its entirety as specified on Attachment 2, attached to the Amendment and by adding terms and conditions for Collocation, Cancellation and Collocation Decommission as set forth in Attachment 3 and Attachment 4 attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than April 16, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Karen E. Cremer  
Date Docketed: 03/27/02  
Initial Comments Due: 04/16/02



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

<b>IN THE MATTER OF THE FILING FOR )</b>	<b>ORDER APPROVING</b>
<b>APPROVAL OF AN AMENDMENT TO AN )</b>	<b>AMENDMENT TO</b>
<b>INTERCONNECTION AGREEMENT BETWEEN )</b>	<b>AGREEMENT</b>
<b>QWEST CORPORATION AND SPRINT )</b>	
<b>COMMUNICATIONS COMPANY L.P. )</b>	<b>TC02-030</b>

On March 27, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The amendment is made by adding terms and conditions for the Advice Adoption Letter process as set forth in Attachment 1 and Exhibits A & B to this amendment, attached to the amendment by replacing Section (A)3.26 in its entirety as specified on Attachment 2, attached to the amendment and by adding terms and conditions for Collocation, Cancellation and Collocation Decommission as set forth in Attachment 3 and Attachment 4 attached to the amendment.

On March 28, 2002, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until April 16, 2002, to do so. No comments were filed.

At its duly noticed May 30, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Sprint. Commission Staff recommended its approval.

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

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

Dated at Pierre, South Dakota, this 7<sup>th</sup> day of June, 2002.

<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><i>Alaine Kalls</i></u>
Date: <u>6/11/02</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*James A. Burg*  
JAMES A. BURG, Chairman

*Pam Nelson*  
PAM NELSON, Commissioner

*Robert K. Sahr*  
ROBERT K. SAHR