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RECEIVED

JUN 10 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

June 5, 2002

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

Re: Filing of Amendment re: DS1 Digital Capable Loops and Provisioning Options to the Wireline Interconnection Agreement between Qwest Corporation and Black Hills FiberCom, Inc. for the State of South Dakota
Our File No. 2104.078

Dear Ms. Elofson:

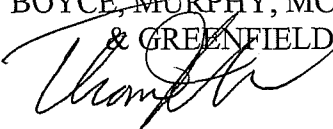
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Amendment for DS1 Digital Capable Loops and Provisioning Options ("DS1") to the Interconnection Agreement between Black Hills FiberCom, L.L.C. ("Black Hills") and Qwest Corporation ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement between Black Hills and Qwest which was approved by the Commission effective January 6, 1999 in Docket No. TC98-205.

The DS1 Amendment is made in order to add, to the Agreement, the terms, conditions and rates for DS1 Digital Capable Loops and Provisioning Options, as set forth in Attachment 1 and Exhibits A and B, attached to the Amendment.

Black Hills has authorized Qwest to submit this Agreement on Black Hills' behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

cc: Ronald Schaible (enclosure letter only)
Ms. Colleen Sevoid
Ms. Mary Sullivan (enclosure letter only)

**Amendment for:
DS1 Digital Capable Loops and Provisioning Options
To the Interconnection Agreement
between
Qwest Corporation
and
Black Hills FiberCom, Inc.
South Dakota**

RECEIVED

JUN 10 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Black Hills FiberCom, Inc. ("CLEC"), a South Dakota corporation, and Qwest Corporation ("Qwest") (f/k/a U S WEST Communications, Inc.), a Colorado corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the state of South Dakota, that was approved by the South Dakota Public Utilities Commission ("Commission") on January 6, 1999, as referenced in Docket/Order No. TC98-205 ("Agreement"); and

WHEREAS, CLEC and Qwest wish to amend the Agreement by adding the terms, conditions and rates 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:

1. Amendment Terms

This Amendment is made in order to add, to the Agreement, the terms, conditions and rates for DS1 Digital Capable Loops and Provisioning Options, as set forth in Attachment 1 and Exhibits A and B, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC 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. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

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.

Black Hills FiberCom, Inc.



Authorized Signature

Ronald Schaeble

Name Printed/Typed


VP/CM

Title

5/15/02

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

5/20/02

Date

ATTACHMENT 1

DS1 Digital Capable Loops and Provisioning Options

1.1 DS1 Digital Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop Carrier, and fiber optic fed digital Carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

1.2 For DS1 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

1.2.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

1.3 Qwest is not obligated to provision DS1 capable Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

1.4 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Amendment. Testing parameters are described below and in Qwest Technical Publication 77384.

1.4.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

1.4.1.1 For an existing end user, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

1.4.1.2 For new end user service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

1.4.1.3 For basic installation of existing 2/4 wire analog Loops,

Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit B. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

1.4.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

1.4.2.1 For an existing end user, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

1.4.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

1.4.2.3 For new end user service, the Basic Installation with Performance Testing option requires a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

1.4.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

1.4.3.1 For an existing end user, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs

testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

1.4.3.2 For new end user service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

1.4.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

1.4.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

1.4.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the end user premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

1.4.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

1.4.5.1 For an existing end user, Basic Installation with

Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

1.4.5.2 For new end user service, Basic Installation with Cooperative Testing may require a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

1.4.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

1.4.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

- 2-Wire and 4-Wire Analog Loops
No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present
- 2-Wire and 4-Wire Non-Loaded Loops
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present
- Basic Rate ISDN and xDSL-I Capable Loops
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = \leq 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present
- DS1 Capable Loops
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
- DS3 Capable Loops
Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

1.4.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty five (25) or more DS0 Unbundled Loops.

1.4.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.

1.4.7.2 CLEC shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

1.4.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see LNP Section for rate elements.

1.4.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a

new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

1.4.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

1.4.7.6 If CLEC orders project coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the end user.

1.5 Rate Elements. DS1 Capable Loops recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Amendment.

1.6 Ordering Process. Unbundled Loops are ordered via an LSR. Detailed ordering processes are found on the Qwest wholesale Web site.

**Exhibit A
South Dakota**

Amendment				
			Recurring	Nonrecurring
Unbundled Network Elements (UNEs)				Notes
9.2 Unbundled Loops				
	Cable Unloading/Bridge Tap Removal			\$58.50
9.2.3	Digital Capable Loops			
	DS1 Capable Loop			
	Zone 1		\$78.54	1
	Zone 2		\$80.58	1
	Zone 3		\$87.89	1
9.2.5	DS1 Loop Installation Charges			
9.2.5.1	Basic Installation			
	First			\$171.18
	Each Additional			\$116.93
9.2.5.2	Basic Installation with Performance Testing			
	First			\$300.80
	Each Additional			\$206.80
9.2.5.3	Coordinated Installation with Cooperative Testing			
	First			\$339.44
	Each Additional			\$206.80
9.2.5.4	Coordinated Installation without Cooperative Testing			
	First			\$179.99
	Each Additional			\$125.74
9.2.5.5	Basic Install with Cooperative Testing			
	First			\$300.80
	Each Additional			\$206.80
9.2.5.6	Project Coordinated Installation			
	First			\$339.44
	Each Additional			\$206.80

NOTES:

* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

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

[10] Rates not addressed in the Cost Docket .

**EXHIBIT B
SERVICE INTERVAL TABLES***

Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:

- (a) Established Service Intervals 2/4 Wire Analog (Voice Grade), 2-Wire Analog Distribution Loop:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days
d)	25 or more	ICB

- (b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days
d)	25 or more	ICB

- (c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days

- (d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:

a)	1 – 24 lines	9 Business days
b)	25 or More	ICB

- (e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	7 Business days
b)	4 or more	ICB

- (f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

a)	1-24 lines	3 Business days
d)	25 or More	ICB

- (g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

a)	1-8 lines	15 Business days
b)	9 or more	ICB

**EXHIBIT B
SERVICE INTERVAL TABLES***

- (h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

24 Hours OSS
48 Hours AS

- (i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and Ocn Capable Loops:

4 Hours

- (j) Quick Loop

a)	1 to 8 Lines	Three (3) Business Days
b)	9 to 16 Lines	Three (3) Business Days
c)	17 to 24 Lines	Three (3) Business Days
d)	25 or more Lines	ICB

Quick Loop with Number Portability

a)	1 to 8 Lines	Three (3) Business Days
b)	9 to 24 Lines	Four (4) Business Days
c)	25 or more Lines	ICB

- (k) OCn Loop

1 or more Lines	ICB
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- (l) Shared Distribution Loop

1 or more Lines	Five (5) Business Days
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South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of June 6, 2002 through June 12, 2002

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

CONSUMER COMPLAINT

CT02-018 In the Matter of the Complaint filed by the Loyal Order of Moose, Belle Fourche, South Dakota, against UKI Communications, Inc. Regarding Unauthorized Switching of Services.

Complainant states that its service was switched without authorization. When UKI was contacted about the charges, UKI indicated that the charges would be refunded, which complainant states never happened. UKI also stated that Complainant's account would be closed. Complainant continued to receive monthly statements with UKI charges. Complainant requests that all charges be removed and/or refunded. Complainant also requests that it receive anything that is available to it under South Dakota law.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 06/12/02
Intervention Deadline: N/A

ELECTRIC

EL02-013 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Brandt.

Application by Otter Tail Power Company for approval of a contract with deviations to serve the City of Brandt. The existing contract to serve the City will expire on July 1, 2002. The new contract does not include any new rates.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Filed: 06/07/02
Intervention Deadline: 07/05/02

PIPELINE SAFETY

PS02-001 In the Matter of the Filing by Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. for Approval of Waiver.

On June 6, 2002, the Commission received for approval a filing from Montana-Dakota Utilities Company (MDU), requesting a waiver of 49 CFR Part 192, Paragraph 192.59(a)(1) (ASTM D2513) Plastic Pipeline Materials. According to MDU, a shipping error was made in July 2000 by Chevron Phillips Chemical Company (Chevron) resulting in UPONOR receiving non-standard polyethylene raw materials (TR-130 resin) which was subsequently converted into pipe. MDU received several thousand feet of this pipe that had not been properly qualified to ensure compliance with ASTM D2513 as required by the referenced code, for use in its natural gas system. MDU did install that pipe near Rapid City, SD. Since its installation, Chevron performed extensive testing and demonstrated the pipe does in fact meet the minimum requirements of ASTM D2513. MDU proposes to allow the pipe to remain in service and is requesting a waiver from the Commission and the Federal Department of Transportation Regulations to allow the pipe to remain in service. Any party wishing to comment on the filing may do so by filing written comments with the Commission and the parties to the agreement no later than June 26, 2002.

Parties may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Analyst: Martin Bettmann
Staff Attorney: Kelly Frazier
Date Docketed: 06/06/02
Initial Comments Due: 06/26/02

TELECOMMUNICATIONS

TC02-052 In the Matter of the Establishment of Switched Access Revenue Requirement for West River Cooperative Telephone Company.

On June 10, 2002, West River Cooperative Telephone Company, Bison, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 06/10/02
Intervention Deadline: 06/28/02

TC02-053 In the Matter of the Establishment of Switched Access Revenue Requirement for Interstate Telecommunications Cooperative, Inc.

Interstate Telecommunications Cooperative, Inc. (Interstate) filed a switched access cost study developing a revenue requirement and minutes of use. Interstate does not currently have its own access tariff but is seeking membership of the Local Exchange Carrier Association. It is Interstate's desire to be part of the LECA tariff.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 06/10/02
Intervention Deadline: 06/28/02

TC02-054 In the Matter of the Establishment of Switched Access Revenue Requirement for Vivian Telephone Company.

Vivian Telephone Company, Wall, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 06/10/02
Intervention Deadline: 06/28/02

TC02-055 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Black Hills FiberCom, Inc.

On June 10, 2002, the Commission received for approval an Amendment re: DS1 Digital Capable Loops and Provisioning Options to the Wireline Interconnection Agreement between Qwest Corporation (Qwest) and Black Hills FiberCom, Inc. for the State of South Dakota (Black Hills FiberCom). According to the parties, the original Agreement was a negotiated agreement which was approved by the Commission effective January 6, 1999, in Docket TC98-205. The current Amendment is made in order to add to the Agreement the terms, conditions and rates for DS1 Digital Capable Loops and Provisioning Options, as set forth in Attachment 1 and Exhibits A and B, attached to the Amendment. Any party

wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than July 1, 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: 06/10/02
Initial Comments Due: 07/01/02

TC02-056 In the Matter of the Filing for Approval of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and NOW Communications of South Dakota, Inc.

On June 10, 2002, the Commission received for approval an Agreement for terms and conditions for interconnection, unbundled network elements, ancillary services and resale of telecommunications services provided by Qwest Corporation in the State of South Dakota (Qwest) and NOW Communications of South Dakota, Inc. (NOW). 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 telecommunication 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 LEC 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 July 1, 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: 06/10/02
Initial Comments Due: 07/01/02

TC02-057 In the Matter of the Application of ICG Telecom Group, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

ICG Telecom Group, Inc. filed an application for a Certificate of Authority to provide facilities-based and resold local exchange telecommunications service in South Dakota. ICG Telecom Group proposes to provide service in the entire service area of Qwest Corporation.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Filed: 06/10/02
Intervention Deadline: 06/28/02

TC02-058 In the Matter of the Establishment of Switched Access Revenue Requirement for Sioux Valley Telephone Company.

On June 11, 2002, Sioux Valley Telephone Company, Dell Rapids, South Dakota, filed a switched access cost study developing a revenue requirement and minutes of use that are included in the revenue requirement and minutes of use used to determine the switched access rates for the Local Exchange Carrier Association.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Docketed: 06/11/02
Intervention Deadline: 06/28/02

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

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF AN AMENDMENT TO AN)	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
QWEST CORPORATION AND BLACK HILLS)	
FIBERCOM, INC.)	TC02-055

On June 10, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Black Hills FiberCom, Inc. n/k/a Black Hills FiberCom, L.L.C. (Black Hills) and Qwest. The DS1 amendment is made in order to add to the agreement the terms, conditions and rates for DS1 Digital Capable Loops and Provisioning Options, as set forth in Attachment 1 and Exhibits A and B, attached to the amendment.

On June 13, 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 July 1 2002, to do so. No comments were filed.

At its duly noticed July 9, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Black Hills. 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 26th day of July, 2002.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Melaine Kolbo</u>
Date: <u>8/1/02</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:



JAMES A. BURG, Chairman



PAM NELSON, Commissioner



ROBERT K. SAHR, Commissioner