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**RECEIVED**

August 30, 2002

SEP - 3 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 Single Point of Presence Amendment to Interconnection Agreement Between  
Level 3 Communications, LLC and Qwest Corporation in the State of South Dakota  
Our File No. 2104.078

Dear Ms. Elofson:

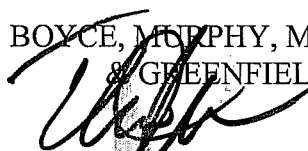
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Single Point of Presence ("SPOP") Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Level 3 Communications, LLC ("Level 3") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Level 3 and Qwest which was docketed by the Commission on June 17, 2002 in Docket No. TC 02-060 and is pending approval.

The Agreement is amended in order to add terms and conditions for Single Point of Presence in the LATA as set forth in Attachment 1 and Exhibit A attached to the Amendment.

Level 3 has authorized Qwest to submit this Agreement on Level 3's behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj  
Enclosures

cc: Michael Romano, Level 3 (w/o enclosure)  
Ms. Colleen Sevold  
Ms. Luba Hromyk (w/o enclosure)

**Single Point of Presence (SPOP) Amendment  
To the Interconnection Agreement  
Between  
Level 3 Communications, LLC  
And Qwest Corporation  
For the State of South Dakota**

RECEIVED

SEP - 3 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Amendment ("Amendment") is made and entered into by and between Level 3 Communications, LLC ("CLEC") and Qwest Corporation ("Qwest").

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("the Agreement") for service in the state of South Dakota that was signed by CLEC on June 3, 2002 and Qwest on June 5, 2002 and is currently pending before the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, CLEC and Qwest desire to amend the Agreement by adding 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:

**1. Amendment Terms.**

This Amendment is made in order to add terms, and conditions for Single Point of Presence ("SPOP") in the LATA as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

**2. 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, 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.**


The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**4. Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects 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.

**Level 3 Communications, LLC**

  
\_\_\_\_\_

Authorized Signature

Kevin Paul  
\_\_\_\_\_

Name Printed/Typed

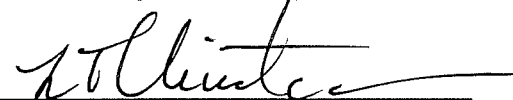
VP-Softswitch Deployment  
\_\_\_\_\_

Title

August 22, 2002  
\_\_\_\_\_

Date

**Qwest Corporation**

  
\_\_\_\_\_

Authorized Signature

L. T. Christensen  
\_\_\_\_\_

Name Printed/Typed

Director - Business Policy  
\_\_\_\_\_

Title

8/23/02  
\_\_\_\_\_

Date

## Attachment 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows CLEC to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the SPOP utilizing trunking as described following.

- 1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence.
- 1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.
- 1.3 Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:
  - 1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem, subject to the 512 CCS rules. Alternatively, the CLEC may choose to use the Qwest access tandem for local traffic in those circumstances where the traffic volumes (less than 512 CCS) do not justify direct connection to the Qwest local tandem. When there is a DS1's worth of local traffic (512 CCS) between the CLEC's SPOP and those Qwest end offices subtending a Qwest local tandem, CLEC will order a direct trunk group to the Qwest local tandem.
    - 1.3.1.1 When a CLEC has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the CLEC may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The CLEC will be required to submit an electronic letter on CLEC letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include the local tandem CLLI(s) and the CLEC specific NPA-NXXs for the local tandems. In addition, CLEC will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.
  - 1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
  - 1.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:

- 1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
  - 1.4.2.1 If the CLEC uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.
- 1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
  - 1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.
- 1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, Qwest, at CLEC's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. CLEC should apportion per minute of use (MOU) charges appropriately.
- 1.5 CLEC must have SS7 functionality to use SPOP in the LATA.
- 1.6 Qwest assumes CLEC will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, CLEC must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, the

CLEC must order LIS trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the CLEC accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA. Should the CLEC not be utilizing the option of interconnecting at the access tandem for local, due to low volume of local traffic under the circumstances described in 1.3.1, CLEC needs trunking only to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

- 1.7 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.
- 1.8 CLEC will provide notification to all Co-Providers in the local calling areas of CLEC's change in routing when the CLEC chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.
- 1.9 Ordering
  - 1.9.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.
  - 1.9.2 CLEC will issue ASRs to disconnect/new connect existing access tandem trunk groups to convert them to SPOP trunk groups.
  - 1.9.3 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must carry "SPOLATA ."

**EXHIBIT A**  
**SINGLE POINT OF PRESENCE WAIVER**

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver. Or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network. In addition, CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem.

Under this waiver any CLEC originated traffic destined for an end office subtending a Qwest tandem under this waiver will be billed separately, by Qwest to CLEC, via a manual bill.

Misrouted usage under this waiver will be billed, a penalty of \$.21 per MOU.

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement. Nothing in this provision affects or alters in any way CLEC's obligation to pay the rates, the manual handling fee, and the late payment charges specified above for misrouted traffic.



South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of August 29, 2002 through September 4, 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 COMPLAINTS**

**CT02-035 In the Matter of the Complaint filed by Sharon and Robert Herrick, Emery, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Switching of Services.**

Complainants state that their service was switched without their authorization. Sprint has indicated in its informal response to the complaint that the switch was made over the internet by Robert. Complainants state that they did not switch service over the internet and that the social security number and date of birth for Robert are incorrect. Complainants request \$1,000.00 allowed under South Dakota law.

Staff Analyst: Mary Healy  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/03/02  
Intervention Deadline: N/A

**TELECOMMUNICATIONS**

**TC98-146 In the Matter of the Filing by GCC License Corporation for Designation as an Eligible Telecommunications Carrier.**

On October 18, 2001, the Public Utilities Commission (Commission) granted eligible telecommunications carrier (ETC) designation to GCC License Corporation (GCC) in select study areas of rural telephone companies upon GCC's compliance with certain conditions as stated in the Commission's order. By letter dated January 20, 2000, the Commission was notified that GCC License L.L.C. had changed its name to WWC License L.L.C. Pursuant to the Commission's order which designated WWC License LLC, a subsidiary of Western Wireless Corporation (Western Wireless), as an ETC in South Dakota, Western Wireless on August 29, 2002, submitted its compliance filing with the Commission.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 08/25/98  
Intervention Deadline: N/A

**TC02-113 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 New Edge Network, Second Revision.**

On August 29, 2002, the Commission received for approval a Filing for Approval of Statement of Generally Available Terms (SGAT) and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and New Edge Network (New Edge), Second Revision. According to the parties this SGAT 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 the time and for which Qwest is the incumbent local exchange carrier within the state of South Dakota for purposes of providing local telecommunication 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 18, 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: 08/29/02  
Initial Comments Due: 09/18/02

**TC02-114 In the Matter of the Request of Kennebec Telephone Company For Certification Regarding its Use of Federal Universal Service Support.**

On August 30, 2002, Kennebec Telephone Company (Kennebec) provided information constituting Kennebec's plan for the use of its federal universal service support and to otherwise verify that Kennebec will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 08/30/02  
Intervention Deadline: 09/13/02

**TC02-115 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Ionex Communications North, Inc.**

On September 3, 2002, the Commission received for approval a Filing of Bill and Keep Compensation Amendment to the Interconnection Agreement between Ionex Communications North, Inc. for South Dakota (Ionex) and Qwest Corporation (Qwest). According to the parties, this is an Amendment to the negotiated interconnection agreement between Ionex and Qwest which was approved by the Commission on September 14, 1999, and is made to utilize the Bill and Keep Compensation Mechanism as set forth in Attachment 1, 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 September 23, 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: 09/03/02  
Initial Comments Due: 09/23/02

**TC02-116 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Level 3 Communications, LLC.**

On September 3, 2002, the Commission received for approval a Filing of Single Point of Presence (SPOP) Amendment to the Interconnection Agreement between Level 3 Communications, LLC (Level 3) and Qwest Corporation (Qwest). According to the parties, this is an Amendment to the negotiated Interconnection Agreement between Level 3 and Qwest which was approved by the Commission on June 17, 2002, in Docket No. TC02-060. The Amendment is made in order to add terms and conditions for SPOP in the LATA as set forth in Attachment 1 and Exhibit A, 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 September 23, 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: 09/03/02  
Initial Comments Due: 09/23/02

**TC02-117 In the Matter of the Request of Dickey Rural Telephone Cooperative for Certification Regarding its Use of Federal Universal Service Support.**

On September 3, 2002, Dickey Rural Telephone Cooperative (Dickey Rural Cooperative) provided information constituting Dickey Rural Cooperative's plan for the use of its federal universal service support and to otherwise verify that Dickey Rural Cooperative will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 09/03/02  
Intervention Deadline: 09/13/02

**TC02-118 In the Matter of the Request of Dickey Rural Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On September 3, 2002, Dickey Rural Communications, Inc. (Dickey Rural Communications) provided information constituting Dickey Rural Communications's plan for the use of its federal

universal service support and to otherwise verify that Dickey Rural Communications will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 09/03/02  
Intervention Deadline: 09/13/02

**TC02-119 In the Matter of the Request of Interstate Telecommunications Cooperative, Inc. for Certification Regarding its Use of Federal Universal Service Support.**

On September 3, 2002, Interstate Telecommunications Cooperative, Inc. (Interstate) provided information constituting Interstate's plan for the use of its federal universal service support and to otherwise verify that Interstate will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Docketed: 09/03/02  
Intervention Deadline: 09/13/02

**TC02-120 In the Matter of the Application of Inter-Tel NetSolutions, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Application by Inter-Tel NetSolutions, Inc. to provide resold interexchange telecommunications services in South Dakota. The applicant intends to provide services only to business customers of its affiliates and its parent Inter-Tel and residential services to its employees and employees of its customers, affiliates and Inter-Tel.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Docketed: 09/04/02  
Intervention Deadline: 09/20/02

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**SENT EVENT (EVENT FAILED)**

Date: 10/11/2002 T202-116  
Recipient: Romano, Michael  
Type: Fax  
Pages Sent: 0

Time: 11:54 AM  
Fax Number: +1 (303) 926-3467  
Status: Failed

**Sent Event (Event Succeeded)**

Date: 10/11/2002  
Recipient: Romano, Michael  
Type: Fax  
Pages Sent: 9

Time: 1:48 PM  
Fax Number: +1 (720) 888-5134  
Status: Completed

**South Dakota Public Utilities Commission Meeting**  
Thursday, October 17, 2002; 9:00 - 11:30 A.M.  
State Capitol Building, Room 412  
Pierre, South Dakota

**NOTE: If you wish to join this meeting by conference call, please contact the Commission at 605-773-3201 by 5:00 p.m. on October 16, 2002.**

**NOTE: Notice is further given to persons with disabilities that this Commission meeting is being held in a physically accessible place. If you have special needs, please notify the Commission and we will make all necessary arrangements.**

## **AGENDA OF THE MORNING COMMISSION MEETING**

### Natural Gas

1. NG02-007 IN THE MATTER OF THE FILING BY MIDAMERICAN ENERGY COMPANY FOR APPROVAL OF CONTINUATION OF THE IGSP. (Staff Analyst: Dave Jacobson, Staff Attorney: Kelly Frazier.)

On August 27, 2002, the Commission received an application by MidAmerican Energy to Continue its Incentive Gas Supply Procurement Program (IGSP). This program was initially approved by the Commission for a three-year period in 1995, and was approved with modifications for a second three-year period in 1999. This filing proposes to further extend application of the plan, with modifications, to be effective through October 31, 2005. The IGSP compares actual gas supply costs to a benchmark and allows for a sharing of the difference between ratepayers and MidAmerican Energy.

*TODAY, shall the Commission approve MidAmerican's request for Continuation of its Incentive Gas Supply Procurement Program?*

Adjourning until 1:30 P.M.

**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 LEVEL 3 )     |                 |
| COMMUNICATIONS, LLC. )              | TC02-116        |

On September 3, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Level 3 Communications, LLC (Level 3) and Qwest. The amendment is made to add terms and conditions for SPOP in the LATA as set forth in Attachment 1 and Exhibit A, attached to the Amendment.

On September 5, 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 September 23, 2002, to do so. No comments were filed.

At its duly noticed October 17, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Level 3. 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 28<sup>th</sup> day of October 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>Tina Douglas</u>  |
| Date: <u>October 28, 2002</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, Commissioner