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December 26, 2002

**RECEIVED**

DEC 27 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 CLEC-To-CLEC Cross Connections Amendment to the Interconnection Agreement  
between Qwest Corporation and Sprint Communications, L.P.  
Our File No. 2104.078

Dear Ms. Elofson:

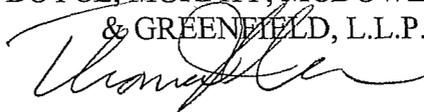
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the CLEC-To-CLEC Cross Connection Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Sprint Communications ("Sprint") for approval by the Commission. This is an amendment to the negotiated 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 CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access as set forth in Attachment 1 and Exhibit A, 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)

**CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access  
Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Sprint Communications Company, L.P.  
for the State of South Dakota**

RECEIVED

DEC 27 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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

**RECITALS**

WHEREAS, CLEC 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, conditions and rates for CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**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.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be 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.

**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, 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.

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

W. Richard Morris  
Signature

W. Richard Morris  
Name Printed/Typed

V.P. - State External Affairs  
Title

December 10, 2002  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

12/18/02  
Date

## ATTACHMENT 1

### 1. CLEC-to-CLEC Connections

For the purposes of this section, CLEC-to-CLEC is defined as a collocating telecommunications carrier as defined by the FCC in the Telecommunications Act of 1996.

#### 1.1 Description

1.1.1 CLEC-to-CLEC Connections allow CLEC to connect with each other within a Qwest Premises for the purpose of mutually exchanging traffic.

1.1.2 CLEC-to-CLEC Connections may be used to connect Collocation spaces of two different parties within the same Qwest premises and may also be used to connect multiple forms of a CLEC's Collocations within the same Qwest premises (e.g., Physical to Physical, Physical to Virtual, Virtual to Virtual, or non-contiguous cageless bays).

1.1.3 There are two forms of CLEC-to-CLEC Connections:

- Direct CLEC-to-CLEC Connection is a path engineered by Qwest between two Collocation spaces, however the CLEC(s) will be responsible for placing and connecting the cable.
- CLEC-to-CLEC Cross-Connect is a cross connection, between two Collocation spaces, made on an Interconnection Distribution Frame (ICDF) utilizing the terminations of the two Collocation spaces. The CLEC-to-CLEC Cross-Connect is typically engineered and connected by Qwest. However, since the two Collocations spaces must reside on the same ICDF the CLEC may install the cross-connects.

#### 1.2 Terms and Conditions for CLEC-to-CLEC Direct Connections

1.2.1 Qwest shall design and engineer the most efficient route and cable racking for the connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises, or to the CLEC's own non-contiguous Collocation space.

1.2.2 The most efficient route generally will be over existing cable racking, to the extent technically feasible. But to determine the most efficient route and cable racking, Qwest shall consider all information provided by the CLEC in the Application form, including, but not limited to, distance limitations of the facilities the CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify the CLEC of available options. As referenced in the ANSI Standard T1.102-1993 "Digital Hierarchy" – Electrical Interface; Annex B, the maximum cabling distance limitations for DS1 and DS3 circuits (without regeneration devices), using the ideal cable facilities, are as follows:

TYPE OF CONNECTION DISTANCE LIMIT

DS1 850 feet (standard 50/100 pair)  
 DS3 475 feet (using 734A/R59 cable)  
 DS3 220 feet (using 735A type cable)

1.2.3 When the CLEC notifies Qwest of its preferred option, Qwest will proceed with the route design and Quote preparation. The Quote will include Channel Regeneration Charges, if applicable.

- 1.2.4 If, based on ANSI standards for cable distance limitations, regeneration is not required but is requested by CLEC, the quote will include the applicable charges. If, based on ANSI standards for cable distance limitations, regeneration is required, the quote will not include any charge for regeneration. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges
- 1.2.5 The CLEC shall have access to the designated route to construct such connection, using copper, coax, optical fiber facilities or any other technically feasible method, utilizing a vendor of the CLEC's own choosing.
- 1.2.6 If the cable terminates in one or more Virtual Collocation spaces, the CLEC originating the request must specify on the Application form if Qwest or an approved vendor will be responsible for terminating the cable in the Virtual Collocation space.
- 1.2.7 To order this product, one of the two Collocation sites must already be completed with a final Alternate Point of termination (APOT) provided.
- 1.2.8 If CLEC selects an approved vendor, CLEC must submit a Vendor LOA form with the CLEC Application form.
- 1.2.9 This product is for Collocation element to Collocation element combination only, and not for individual Unbundled Network Element (UNE) combinations.

### **1.3 Ordering CLEC-to-CLEC Direct Connections**

- 1.3.1 CLEC-to-CLEC Connections shall be ordered as part of an initial Application for Collocation or may be ordered as an augment to an existing collocation.
- 1.3.2 CLEC-to-CLEC Connections are limited to transmission cable only, and no power cable may be run over the Qwest engineered route.
- 1.3.3 The CLEC is responsible for obtaining and submitting to its Sales Executive a Letter of Agreement (LOA) from each of the connecting collocating telecommunication carriers. A sample LOA may be found on the Qwest wholesale website.
- 1.3.4 The Application may be submitted electronically; the signed LOA must also be submitted via regular mail. This letter will state the intentions of both parties to use the Direct Connect to interconnect its network with that of another collocating telecommunications carrier at the ILEC's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises, provided that the collocated equipment is also used for interconnection with the ILEC or for access to the ILEC's UNEs. Fourth Report and Order; Rule §51.323(h). A Letter of Agreement is not required when one Collocator is connecting its multiple Collocations together within the same Qwest Premises.
- 1.3.5 The CLEC is responsible for the following:
- Completing and submitting the Collocation Application.
  - Ordering and arranging the delivery of the equipment cable.
  - Contracting with a vendor, or using its own appropriately trained installers, to have all cabling installed on racking as designated by Qwest.
  - Ordering and supplying cable terminations (cable pair count) for all Virtual Collocations.
  - Understanding and complying with the Qwest Premises required MOP and technical publications
  - Installation of all termination blocks and any other associated equipment within each Physical Collocation space.

-Installation and maintenance of any regeneration equipment required in its Collocation site.

-Tagging both ends of the connection.

- 1.3.6 If the CLEC is submitting a request for CLEC-to-CLEC Direct Connection to be performed with the construction of the Collocation space, the CLEC must indicate this on the original Application. Subsequent requests for CLEC-to-CLEC Direct Connections require CLEC to submit an augment order to Qwest to verify the route for connections between the two Collocations. A request by CLEC for a Direct CLEC-to-CLEC Connection in conjunction with the construction of the Collocation space must be indicated on the original Collocation Application form.
- 1.3.7 Application -- Upon receipt of the applicable portions of a complete Collocation Application Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.
- 1.3.8 The CLEC must indicate the type of connection required:
- Two party
  - One party with multiple forms of Collocation
  - Non-contiguous bay connectivity
  - The size and type of cable used with the connection must also be indicated, i.e., DS0, DS1, DS3 or fiber.
- 1.3.9 Quotation -- If existing cable racking is available, Qwest will provide the CLEC with a Quote and the specific cable rack route to the CLEC with the feasibility study. If additional cable racking is required to accommodate the CLEC's request, Qwest shall provide a Quote for the cable racking and the feasibility study to the within the ten (10) calendar days after receipt of the Collocation Application. Quotes will be honored for thirty (30) calendar days from the date the Quote is provided. During this period, the space is reserved pending the CLEC's Acceptance of the quoted charges.
- 1.3.10 Acceptance -- There are two forms of Acceptance for CLEC-to-CLEC Direct Connections
- CLEC-to-CLEC Direct Connections with existing cable rack. -- The CLEC must submit payment of 100 percent of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, the CLEC may begin placement of its copper, coax or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with the CLEC's Acceptance.
- CLEC-to-CLEC Direct Connections using new cable rack. -- Upon receipt of a complete Acceptance from the CLEC (signed acceptance of the Quote and payment of the fifty percent of quoted charges), Qwest will begin construction of the new cable rack.
- 1.3.11 Interval -- The construction interval for CLEC-to-CLEC Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new

cable racking is required. Intervals for CLEC-to-CLEC Direct Connections can be found in the Service Interval Guide located on Qwest's Wholesale Web site.

- 1.3.12 If CLEC provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

#### **1.4 Rate Elements for CLEC-to-CLEC Direct Connections**

- 1.4.1 Nonrecurring CLEC-to-CLEC Connection Charges recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable.

1.4.1.1 CLEC-to-CLEC Connection Charge - Includes order processing, feasibility study, quoting, engineering labor to engineer cable route and provided cable racking. This is a flat rate charge.

1.4.1.2 Additional labor charge for terminating cable in Virtual Collocation equipment (if applicable).

1.4.1.3 Cable hole charge if core drilling is necessary.

1.4.1.4 Regeneration, if applicable.

- 1.4.2 There are recurring charges for cable racking.

1.4.2.1 Cable racking for leasing the space on the racking.

1.4.2.2 Regeneration, if applicable.

## **2. CLEC-to-CLEC Cross Connections**

### **2.1 Description**

- 2.1.1. A CLEC-to-CLEC Cross-Connection (COCC-X) is defined as the CLEC's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF. This is accomplished by the use of the CLEC's Connecting Facility Assignment (CFA) terminations residing at the same ICDF and at the same service rate level. The tie cables to the common ICDF frame would be ordered through the existing Collocation Application form.

### **2.2 Terms and Conditions for CLEC-to-CLEC Cross Connection:**

- 2.2.1 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.
- 2.2.2 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the

existing Collocation Application form.

- 2.2.3 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest will not reproduce copies for its Customers. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).
- 2.2.4 This product is for Collocation element to Collocation element combination only, and not for individual Unbundled Network Element (UNE) combinations.
- 2.2.5 The CLEC is responsible for the end-to-end service design for the service connection. Depending on the distance parameters of the combination, regeneration may be required.
- 2.2.6 If, based on ANSI standards for cable distance limitations, regeneration is not required but is requested by CLEC, the quote will include the applicable charges. If, based on ANSI standards for cable distance limitations, regeneration is required, the quote will not include any charge for regeneration. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges

### 2.3 Ordering CLEC-to-CLEC Cross Connections

- 2.3.1 The tie cables to the common ICDF frame must be ordered through the existing Collocation Application form and must be pre-provisioned prior to CLEC's submission of an Access Service Request (ASR).
- 2.3.2 CLEC-to-CLEC Cross-Connections are ordered separately from a Collocation Application, utilizing the ASR process (CLEC-to-CLEC Cross Connections at ICDF).
- 2.3.3 CLEC is responsible for the end-to-end service design that uses ICDF cross-connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required.
- 2.3.4 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest will not produce ASR forms for CLEC. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), and Additional Circuit Information (ACI).
- 2.3.5 **Application** -- Upon receipt of the applicable portions of a complete Collocation Application (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt

of a complete Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

2.3.6 **Quotation** -- If existing cable racking is available, Qwest will provide the CLEC with a Quote and the specific cable rack route to the with the feasibility study. If additional cable racking is required to accommodate the CLEC's request, Qwest shall provide a Quote for the cable racking and the feasibility study to the CLEC within the ten (10) calendar days after receipt of the Collocation Application. Quotes will be honored for thirty (30) calendar days from the date the Quote is provided. During this period, the space is reserved pending the Acceptance of the quoted charges.

2.3.7 There are two forms of Acceptance for CLEC-to-CLEC Cross Connections.

Cross Connections with existing cable rack. – The CLEC must submit payment of 100 percent of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, the CLEC may begin placement of its copper, coax or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with the CLEC's Acceptance.

Cross Connections using new cable rack. – Upon receipt of a complete Acceptance from the CLEC (signed acceptance of the Quote and payment of the 50 percent of quoted charges), Qwest will begin construction of the new cable rack.

2.3.8 **Interval** – The construction interval for Cross Connections shall be dependent upon whether the Cross Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required. Intervals for Cross Connections can be found in the Service Interval Guide located on Qwest's Wholesale Web site.

2.3.9 If CLEC provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

## 2.4 Rate Elements for CLEC-to-CLEC Cross Connections

There is a nonrecurring charge for Qwest performing the CLEC-to-CLEC Cross Connection. Regeneration, monthly and nonrecurring, if applicable.

## 3. Early Access

### 3.1 Description

Early Access to Collocation allows CLEC the option to install CLEC's equipment when Collocation space is physically conditioned, but prior to Qwest's completion of other supporting infrastructure work. The Early Access option enables CLEC to access the market more quickly.

### **3.2 Terms and Conditions**

- 3.2.1 Early Access is offered with either Caged Physical or Cageless Physical Collocation.
- 3.2.2 Early Access must be coordinated by CLEC, the Qwest Wholesale Collocation Project Manager and the State Interconnection Manager (SICM) by Central Office (CO) building location.
- 3.2.3 Before Early Access is allowed, the workspace must be conditioned for the physical placement of CLEC collocated equipment, and work in the space must meet all applicable state and federal safety laws and regulations. For Caged Physical Collocation space, the enclosure must be complete before Early Access will be granted.
- 3.2.4 If some interference should occur with CLEC equipment installation due to potential common systems work, Qwest will work with CLEC as needed to coordinate the efforts of both parties. The work could include, but is not limited to, the placement of power cables and associated racking, any necessary heating, air conditioning (HVAC) and/or miscellaneous types of infrastructure work.
- 3.2.5 CLEC may request Early Access to Collocation space prior to the Ready for Service (RFS) date provided on CLEC initial Collocation Quote.
- 3.2.6 In order to obtain Early Access, in addition to the initial 50% payment, CLEC must pay 80% percent of the remaining 50% percent of the quoted nonrecurring charges before Early Access is granted, leaving a holdback of 10% percent of the originally quoted nonrecurring charges.

### **3.3 Ordering**

- 3.3.1 To request Early Access, CLEC must contact the Qwest Wholesale Collocation Project Manager at [colo@qwest.com](mailto:colo@qwest.com), and provide CLEC requested location(s).
- 3.3.2 The Early Access date, will be negotiated between CLEC and Qwest. The Qwest Wholesale Project manager will email the firm date for the early access to CLEC prior to CLEC submitting its early access payment.
- 3.3.3 The final Alternate Point of Termination (APOT) will be provided when the entire construction activity has been completed and the remaining final nonrecurring charges have been paid.

### **3.4 Billing**

- 3.4.1 Billing will start on the Early Access Date. This includes all appropriate (e.g., space and cable racking) recurring charges.

**Exhibit A  
SouthDakota\***

Amendment		Recurring	Nonrecurring	Notes
8.1.8	Channel Regeneration			
	DS1 Regeneration	\$12.21	\$311.69	
	DS3 Regeneration	\$75.61	\$313.28	
<b>8.7 CLEC to CLEC</b>				
8.7.1	Flat Charge (Design Engineering & Installation - No Cables)		\$815.31	1
8.7.2	Fiber Flat Charge (Design Engineering & Installation - No Cables)		\$1,458.64	1
8.7.3	Cable Racking, Per Foot			
	DS0	\$0.18445		1
	DS1	\$0.19724		1
	DS3	\$0.16761		1
	Fiber	\$1.52558		1
8.7.4	Virtual Connections (if applicable - Connections only No Cables)			
	DS0 (Per 100 Connections)		\$195.47	1
	DS1 (Per 28 Connections)		\$91.54	1
	DS3 (Per 1 Connection)		\$6.25	1
8.7.5	Cable Hole (if Applicable)		\$470.49	1
8.7.6	CLEC to CLEC Cross-Connection		\$223.74	1

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 filed on June 28, 2002.

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of December 26, 2002 through January 1, 2003**

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

**CONSUMER COMPLAINTS**

**CT02-047 In the Matter of the Complaint filed by Patricia Bue on behalf of Stockholm Refrigeration, Inc., Stockholm, South Dakota, against QuantumLink Communications Regarding Unauthorized Switching of Services.**

Complainant's representative states that Complainant's 800# was switched to QuantumLink without authorization. Complainant's representative requests \$1,000.00 for the unauthorized switch as allowed by South Dakota law.

Staff Analyst: Amy Kayser  
Staff Attorney: Kelly Frazier  
Date Docketed: 12/30/02  
Intervention Deadline: N/A

**ELECTRIC**

**EL02-027 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.**

Application by MidAmerican Energy Company to revise its disconnect notice including a version of the notice that displays a message regarding the amount of non-utility charges on the account. The company states this language is being added to reduce customer misunderstanding over utility and non-utility charges as they relate to disconnection.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 12/31/02  
Intervention Deadline: 01/15/03

## NATURAL GAS

### **NG02-011 - In the Matter of the Application of Montana-Dakota Utilities Co. for Authority to Increase Rates for Natural Gas Service.**

Application by Montana-Dakota Utilities Co. for approval to increase rates for natural gas service in its Black Hills service territory by \$2,173,380, or 5.8% based on a 2003 projected test year. The proposed increase for a residential customer would average about \$2.50 per month. The proposed rates may potentially affect about 40,800 natural gas customers in the Black Hills area of South Dakota.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 12/30/02  
Intervention Deadline: 02/07/03

### **NG02-012 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.**

Application by MidAmerican Energy Company to revise its disconnect notice including a version of the notice that displays a message regarding the amount of non-utility charges on the account. The company states this language is being added to reduce customer misunderstanding over utility and non-utility charges as they relate to disconnection.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Docketed: 12/31/02  
Intervention Deadline: 01/15/03

## TELECOMMUNICATIONS

### **TC02-209 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 December 27, 2002, the Commission received a filing of a CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P. According to the parties, this is an Amendment to the negotiated

Interconnection Agreement approved by the Commission in Docket TC01-151, effective November 13, 2001. According to the parties, the Agreement is amended by adding terms and conditions for CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access 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 January 16, 2003. 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: 12/27/02

Initial Comments Due: 01/16/03

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

**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 SPRINT )	
COMMUNICATIONS COMPANY L.P. )	TC02-209

On December 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 agreement is amended by adding terms and conditions for CLEC-To-CLEC Connections, CLEC-To-CLEC Cross Connections and Early Access as set forth in Attachment 1 and Exhibit A, attached to the amendment.

On January 2, 2003, 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 January 16, 2003, to do so. No comments were filed.

At its duly noticed February 20, 2003, 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 March, 2003.

<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>Alvin Kalbo</i></u>
Date: <u>3/10/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*Robert K. Sahr*

ROBERT K. SAHR, Chairman

*Gary Hanson*

GARY HANSON, Commissioner

*James A. Burg*

JAMES A. BURG, Commissioner