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In the Matter of — IN THE MATTER OF THE FILING FOR APPROVAL OF A LINE INFORMATION DATA BASE STORAGE AGREEMENT BETWEEN U S WEST COMMUNICATIONS, INC. AND BLACK HILLS FIBERCOM, L.L.C.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
1/13 03	<i>Filed and Docketed;</i>
1/16 03	<i>Weekly Filings;</i>
3/25 03	<i>Order Approving Agreement;</i>
3/25 03	<i>Docket Closed.</i>
4/1 03	<i>Supplemental Comments of Quest.</i>

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

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January 10, 2003

VIA UPS OVERNIGHT

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

RECEIVED

JAN 13 2003

**SOUTH DAKOTA PUBLIC
 UTILITIES COMMISSION**

Re: Filing of Agreements between U S WEST Communications, Inc. and Black Hills
 FiberCom, L.L.C.
 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 following four agreements between U S WEST Communications, Inc. ("U S WEST") and Black Hills FiberCom, L.L.C. ("Black Hills") for approval by the Commission:

1. Line Information Data Base Storage Agreement;
2. Common Channel Signaling Network Interconnection Agreement;
3. Internetwork Calling Name Delivery Service Agreement; and
4. Custom Local Area Signaling Services Network Interconnection Agreement;

The Agreements are negotiated agreements which set forth the terms, conditions and prices under which U S WEST will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which U S WEST is providing local exchange service at that time and for which U S WEST is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services.

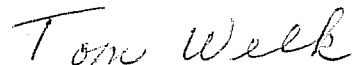
The Agreements do not discriminate against other telecommunications carriers, and the Agreements are consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

The Agreements are consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996 and the rules of the Federal Communications Commission and all disputes arising in South Dakota will be resolved by South Dakota law. Expedient approval of these Agreements will enable Black Hills to enter the local exchange market and provide customers with increased choices among local exchange services.

Black Hills has authorized U S WEST to submit these Agreements on Black Hills' behalf.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj
Enclosures

cc: Ronald Schaible (enclosure letter only)
Ms. Colleen Sevold
Linn Evans (enclosure letter only)

JAN 13 2003

LINE INFORMATION DATA BASE STORAGE AGREEMENT

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Black Hills FiberCom, L.L.C., a South Dakota limited liability company ("FiberCom") and U S WEST Communications, Inc. ("USWC"), a corporation organized under the Laws of the State of Colorado, hereby enter into this Line Information Data Base Storage Agreement ("Agreement"). This Agreement may refer to FiberCom or to USWC as a Party to this Agreement.

WHEREAS, USWC owns a Line Information Data Base ("LIDB") system that permits toll carriers and operator service providers to access and validate information regarding collect, bill to third number, calling card and public telephone check; and

WHEREAS, FiberCom has end user information concerning public telephone check, collect and bill to third number restrictions and calling cards for its end users; and

WHEREAS, both Parties desire to store this data as part of the USWC database.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Scope Of Agreement**

A. USWC and FiberCom are suppliers of telecommunications facilities and services. Each of these telecommunications suppliers may permit its customers to use line number telephone calling cards ("cards") to initiate calls. Each of these suppliers may permit its customers to bill calls to accounts associated with cards, collect, bill to third number and public telephone check for the specific line number.

B. FiberCom will:

- 1. Provide initial line information data and update or change data and license said data to USWC for placement in the USWC LIDB.
- 2. Provide and maintain necessary information to enable USWC to provide services for which FiberCom contracts with USWC.
- 3. Ensure, to the extent possible, the accuracy of the data provided to USWC for storage in the USWC LIDB, and supply updated and changed data in a timely manner.

C. USWC will:

- 1. Include the FiberCom-provided data in the USWC LIDB, and allow access to the data subject to USWC negotiated agreements with local exchange carriers, toll carriers and operator services providers, allowing FiberCom end users the same benefits of said agreements as enjoyed by USWC end users.
- 2. Update FiberCom data, as requested by FiberCom.
- 3. Perform services provided under this Agreement and determine the applicable standard for the data, in accordance with operating methods, practices and

standards in effect. Such practices include, but are not limited to, the practice of removing from valid data those data which incur fraud or uncollectible toll charges.

- D. USWC will bill the query originator at the applicable tariffed rates and retain all amounts paid on all LIDB queries.

2. Term Of Agreement

This Agreement shall become effective the 1st day of April, 1999, and shall continue in full force and effect unless one Party terminates this Agreement with ninety (90) days written notice to the other Party in accordance with Section 14 of this Agreement.

3. Independent Contractor

FiberCom and USWC hereby declare and agree that each is engaged in an independent business and shall perform its obligations under this Agreement as an independent contractor and not as agent, employee, or servant of the other. Each has and hereby retains the right to exercise full control of and supervision over its performance of its own obligations hereunder and full control over the employment, direction, compensation, and discharge of its own employees assisting in the performance of such obligations.

4. Force Majeure

A Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

5. Limitation Of Liability

Under no circumstances shall either Party be liable to the other for any indirect, incidental, special, or consequential damages (including but not limited to loss of business, loss of use, or loss of profits) which arise in any way, in whole or in part, as a result of any action, error, mistake, or omission, whether or not negligence on the part of either Party occurs. One Party's liability to the other Party for direct, actual damages shall not exceed the amount required to correct the error, mistake, or omission under this Agreement.

6. Waiver

The failure of a Party to assert any of its rights under any provision of this Agreement shall not constitute a waiver or a termination of such rights, this Agreement, or any of this Agreement's provisions.

7. Indemnification

Both Parties to this Agreement shall indemnify and hold harmless the other Party, with respect to any third party claims, lawsuits, damages or court actions arising from service under this

Agreement, to the extent that the indemnifying Party is liable or responsible for said third party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and when known, the facts constituting the basis for such claim.

In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to costs and attorney fees.

8. Agreement Benefits Parties

This Agreement benefits, and is intended to benefit, FiberCom and USWC. This Agreement does not in any way change, expand, or reduce any existing rights or obligations of any person who is not a Party to the Agreement.

9. Entire Agreement

This Agreement, together with all Exhibits, Notices, and any jointly executed written amendments to this Agreement constitutes the entire Agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

10. Choice Of Law

This Agreement shall be governed by and construed in accordance with the Laws of the State of South Dakota.

11. Successors, Assignment

This Agreement binds the Parties, their successors, and their assigns. Either Party may assign its rights and delegate its duties under this Agreement with the express, written permission of the other Party, which permission shall not unreasonably be withheld; provided, however, that USWC may assign its rights and delegate its duties under this Agreement, to its parent, its subsidiaries, or its affiliates without prior, written permission.

12. Amendments

This Agreement may be amended only by the execution of a written document signed by both Parties.

13. Lawfulness Of Agreement

This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is so

terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

14. Notices

All notices required by or relating to this Agreement shall be in writing and shall be sent to the Parties to this Agreement at their addresses set forth below, unless changed from time to time, in which event each Party shall notify the other in writing of such change. All such notices shall be deemed duly given if mailed, postage prepaid, and directed to the addresses then prevailing. If any questions arise about dates of notices, postmark dates control.

FiberCom

Black Hills FiberCom, L.L.C.
Director of Operations
909 Deadwood Avenue
Rapid City, SD 57702

USWC

Director Interconnection Compliance
1801 California Street, Rm 2410
Denver, CO 80202

Copy to:

Morrill Thomas Nooney & Braun LLP
John Nooney
PO Box 8108
Rapid City, SD 57709

USWC Law Department, General Counsel
1801 California Street, Rm 2410
Denver, CO 80202

15. Dispute Resolution

All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

Black Hills FiberCom, L.L.C


Signature

Ron Schaible
Name Printed/Typed

Vice President & General Manager
Title

4/30/99
Date

U S WEST Communications, Inc.


Signature

DAVID S. CHAPLINE
Name Printed/Typed

ACCOUNT MGR
Title

5/6/99
Date

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of January 9, 2003 through January 15, 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

**CN03-001 In the Matter of the Complaint filed by Veda J. Boxwell, Sioux Falls, South Dakota,
against MidAmerican Energy Company Regarding Billing.**

Complainant states that after selling her property at 1000 N. Minnesota, she contacted MidAmerican and asked that it remove her name from the billing at this address and to inquire about what her final bill would be. In January 2003, Complainant requested that MidAmerican put her name on the billing address at 3316 N. 9th Ave. MidAmerican told her that it could not put her name on the account because she had service in her name at 1000 N. Minnesota and had an outstanding bill of \$240.00. Complainant requests that service be removed from her name at 1000 N. Minnesota, effective January 15, 2002, that the outstanding bill at this address be removed from her name and that she be allowed service in her name at 3316 N. 9th Ave., effective immediately.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/10/03
Intervention Deadline: N/A

**CT03-001 In the Matter of the Complaint filed by Berdell Kinsley, Springfield, South Dakota,
against BroadWing Telecommunications, Inc. Regarding Unauthorized Switching of
Services.**

Complainant states that his service was switched without his authorization. Complainant requests a payment of \$800.00 for the unauthorized switch and reimbursement of expenses to attend a hearing.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Intervention Deadline: N/A

ELECTRIC

**EL03-002 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract
with Deviations with the City of DeSmet.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of DeSmet. The current municipal contract providing electrical service expires February 1, 2003. The new contract contains rates that are not otherwise tariffed.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 01/14/03
Intervention Deadline: 01/24/03

NATURAL GAS

NG03-001 In the Matter of the Filing by MidAmerican Energy Company for Approval of its 2002 Economic Development Report and its 2003 Economic Development Plan.

Application by MidAmerican Energy Company for approval of its 2002 Economic Development Report and 2003 Economic Development Plan in accordance with the Settlement Stipulation in Docket NG01-010. The Settlement Stipulation specifies that economic development expenses up to \$100,000 shall be equally paid by ratepayers (\$50,000) and shareholders (\$50,000) and that MidAmerican's programs will be submitted for approval on an annual basis.

Staff Analyst: Dave Jacobson

Staff Attorney: Karen Cremer

Date Docketed: 01/15/03

Intervention Deadline: 01/31/03

TELECOMMUNICATIONS

TC03-002 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and Advanced Telecom Group, Inc.

TC03-003 In the Matter of an Agreement between U S WEST Communications, Inc., Qwest Communications International, Inc. and AT&T Corporation, AT&T Communications of the Midwest, Inc., AT&T Communications of the Mountain States, Inc., AT&T Communications of the Pacific Northwest, Inc. and AT&T Broadband Services, Inc. dba AT&T Cable Services and Teleport Communications Group, Inc. dba AT&T Local Services.

TC03-004 In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation and Black Hills FiberCom, L.L.C.

TC03-005 In the Matter of a Confidential Settlement Document in Letter Format between U S WEST, Inc. and McLeodUSA.

TC03-006 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.

TC03-007 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA Telecommunications Services, Inc.

TC03-008 In the Matter of a Letter Agreement between Qwest Corporation and McLeodUSA Incorporated.

TC03-009 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.

TC03-010 In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.

- TC03-011 In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.
- TC03-012 In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.
- TC03-013 In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.
- TC03-014 In the Matter of a Subject to Rule of Evidence 408, Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.
- TC03-015 In the Matter of a Confidential Agreement to Provide Directory Assistance Database Entry Services between Qwest Corporation and McLeodUSA Telecom Development, Inc.
- TC03-016 In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation, successor to U S WEST Communications, Inc., and McLeodUSA Telecommunications Services, Inc.
- TC03-017 In the Matter of a Confidential Billing Settlement Agreement between Qwest Communications Corporation and McLeodUSA Telecommunications Services, Inc.
- TC03-018 In the Matter of a Memorandum of Understanding between Qwest Corporation and Z-Tel Communications, Inc.

The above 17 Agreements were filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether these Agreements were a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, these dockets were opened for the purpose of receiving a Commission ruling on whether these Agreements should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. Qwest has requested confidential treatment of the contents of these Agreements pursuant to ARSD chapter 20:10:01. Any party wishing to comment on these Agreements may do so by filing written comments with the Commission and the parties to these Agreements no later than February 5, 2003. Parties to these Agreements 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: 01/10/03
 Initial Comments Due: 02/05/03

- TC03-019 In the Matter of a U S WEST Service Level Agreement with Covad Communications Company Unbundled Loop Services between U S WEST Network Complex Services and Covad Communications Company.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the

mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, Qwest f/k/a U S WEST, agreed to make demonstrable improvements to its provisioning service performance on unbundled loops, in order to reach service quality standards as set forth in the Agreement. Covad agreed to withdraw its opposition to the U S WEST/Qwest merger in return. 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 February 5, 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-020 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, in consideration for McLeodUSA's withdrawal from the dockets related to the U S WEST/Qwest merger, Qwest f/k/a U S WEST agreed to pay McLeodUSA a fixed sum for the settlement of disputes involving nonblocked Centrex service, subscriber list information and miscellaneous billing disputes. 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 February 5, 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-021 In the Matter of a Confidential Agreement in Letter Format between Qwest Communications International, Inc. and McLeodUSA Incorporated.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, the parties agreed to (1) develop an implementation plan by which the parties agree to implement their interconnection agreements, (2) arrange quarterly meetings to address unresolved and/or anticipated business issues, and (3) establish and follow escalation procedures to facilitate and expedite business-to-business dispute resolutions as set forth in the Agreement. 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 February 5, 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: 01/10/03
Initial Comments Due: 02/05/03

TC03-022 In the Matter of the Filing by NOS Communications, Inc. for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On January 10, 2003, NOS Communications, Inc. filed a request for approval of switched access rates with consideration of ARSD 20:10:27:07 being waived. The Applicant has also requested a waiver of ARSD 20:10:27:12. NOS Communications, Inc. intends to mirror the switched access tariffed rates of Qwest.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Intervention Deadline: 01/31/03

TC03-023 In the Matter of the Filing for Approval of a Boundary Change between Valley Telecommunications Cooperative Association, Inc. and Venture Communications Cooperative.

Valley Telecommunications and Venture Communications have filed a joint petition proposing changes to several exchange boundaries. The proposed exchange boundaries affect the following exchanges: Glenham/Selby, Mound City/Selby, Eureka/Selby, Hosmer/Bowdle, Ipswich/Roscoe.

Staff Analyst: Michele M Farris
Staff Attorney: Karen Cremer
Date Docketed: 01/13/03
Intervention Deadline: 01/31/03

TC03-024 In the Matter of the Filing for Approval of a Line Information Data Base Storage Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Line Information Data Base Storage Agreement between U S WEST (now Qwest) and Black Hills FiberCom, L.L.C. According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions, and prices under which U S WEST agreed to offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which U S WEST was providing local exchange services at that time and for which U S WEST was the incumbent local exchange carrier within the state of South Dakota for purposes of providing local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-025 In the Matter of the Filing for Approval of a Common Channel Signaling Network Interconnection Agreement Switched Access Services between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The agreement is a 1999 Common Channel Signaling Network Interconnection Agreement Switched Access Services. According to the parties, the agreement is a negotiated agreement which describes the terms and conditions under which the parties agree to permit their customers to use line number telephone calling cards to initiate calls and also to permit their customers to bill calls to accounts associated with cards, collect, bill to third number and public telephone check for the specific number. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-026 In the Matter of the Filing for Approval of an Internetwork Calling Name Delivery Service Agreement (ICNAM Service) between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Internetwork Calling Name Delivery Service Agreement ("ICNAM Service") which provides the terms and conditions under which U S WEST (now Qwest) will provide ICNAM services to BHFC, thereby transporting Calling Name data between the parties' databases. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-027 In the Matter of the Filing for Approval of a Custom Local Area Signaling Services (CLASS) Network Interconnection Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Custom Local Area Signaling Services ("CLASS") Network interconnection Agreement which describes the terms and conditions under which the parties agreed to provide each other access to interconnect their respective networks for the provision of intraLATA CLASS in compliance with the Common Channel Signaling Network ("CCSN") Interconnection Agreement for switched access 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-028 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation (Qwest) and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-029 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-030 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to

obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-031 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. 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 February 3, 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: 01/13/03
Initial Comments Due: 02/03/03

TC03-032 In the Matter of the Application of Alticomm, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

Alticomm, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide a full range of services on a resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/14/03
Intervention Deadline: 01/31/03

TC03-033 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and FiberComm, L.C.

On January 15, 2003, the Commission received for approval a filing of an Amendment to an Interconnection Agreement between Qwest Corporation (Qwest) and FiberComm, L.C. (FiberComm). According to the parties, the Amendment is a negotiated amendment to the Agreement between the parties approved by the Commission in Docket TC01-020 which became effective July 12, 2001. The Amendment is made in order to add terms and conditions for the Special Request Process as set forth in Exhibit 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 February 4, 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: 01/15/03
Initial Comments Due: 02/04/03

TC03-034 In the Matter of the Application of Business Network Long Distance, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Business Network Long Distance, Inc. has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, and travel card services throughout South Dakota.

Staff Analyst: Michele M. Farris
Staff Attorney: Karen Cremer
Date Docketed: 01/15/03
Intervention Deadline: 01/31/03

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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 A LINE INFORMATION DATA)	AGREEMENT
BASE STORAGE AGREEMENT BETWEEN U S)	
WEST COMMUNICATIONS, INC. AND BLACK)	TC03-024
HILLS FIBERCOM, L.L.C.)	

On January 13, 2003, the Commission received for approval a filing of a Line Information Data Base Storage Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation (U S WEST) and Black Hills FiberCom, L.L.C. (FiberCom).

On January 16, 2003, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until February 3, 2003, to do so. No comments were filed.

At its duly noticed March 18, 2003, meeting, the Commission considered whether to approve the agreement between U S WEST and FiberCom. 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 agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 25th day of March, 2003.

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><i>Arlaine Kolbo</i></u>
Date: <u>3/26/03</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



Timothy J. Goodwin
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303-896-9874

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tim.goodwin@qwest.com

March 31, 2003

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

RECEIVED
APR 01 2003
**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Dockets TC03-024 through TC03-031

Dear Ms. Bonrud:

At the Commission's regular meeting on March 18, 2003, the Commission requested that Qwest supply a written explanation concerning the filing of the agreements reflected in TC03-024 through TC03-031 on or before April 1, 2003. I attach the original and ten copies of Qwest's Supplemental Comments responsive to this request for filing. If you have any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Goodwin". The signature is fluid and cursive, with the first name "Tim" and last name "Goodwin" clearly distinguishable.

Timothy J. Goodwin

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

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

<i>In The Matter Of The Filing For Approval Of A Line Information Data Base Storage Agreement Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-024
<i>In The Matter Of The Filing For Approval Of A Common Channel Signaling Network Interconnection Agreement Switched Access Services Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-025
<i>In The Matter Of The Filing For Approval Of An Internetwork Calling Name Delivery Service Agreement (Icnam Service) Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-026
<i>In The Matter Of The Filing For Approval Of A Custom Local Area Signaling Services (Class) Network Interconnection Agreement Between U S West Communications, Inc. And Black Hills Fibercom, L.L.C.</i>	TC03-027
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wsp - Transit Qwest - Clec) Between Qwest Corporation And Mcleodusa Telecom Development, Inc.</i>	TC03-028
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wireline - Transit Qwest - Clec) Between Qwest Corporation And Mcleodusa Telecom Development, Inc.</i>	TC03-029
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wsp - Transit Qwest - Clec) Between Qwest Corporation And Midcontinent Communications, Inc.</i>	TC03-030
<i>In The Matter Of The Filing For Approval Of A Transit Record Exchange Agreement To Co-Carriers (Wireline - Transit Qwest - Clec) Between Qwest Corporation And Midcontinent Communications, Inc.</i>	TC03-031

SUPPLEMENTAL COMMENTS OF QWEST CORPORATION

Qwest Corporation (“Qwest”) submits the following supplemental comments in these dockets pursuant to the Commission’s oral request during a March 18, 2003 hearing on the dockets that Qwest explain why the agreements reflected in TC03-024 through TC03-031 were not filed earlier.

INTRODUCTION

On January 13, 2003, Qwest petitioned the Commission to approve pursuant to Section 252(e) the agreements reflected in TC03-024 through TC03-031 (the “Agreements”) under the new standards adopted by the FCC. Under each of these Agreements, CLECs subscribe to various standard product offerings which are and have been generally available on equal terms to all CLECs through standard, uniform provisions contained in Qwest’s SGATs or other filed and approved interconnection agreements. These standard offerings include Custom Local Area Calling Services (CLASS), Internetwork Calling Name Delivery Service (ICNAM), Transient Interim Signaling Capability Service, Line Item Data Base Service, Common Channel Signaling, and Transit Record Exchange. As shown by a review of each of the Agreements, these documents are standard forms that the parties execute when the CLEC requests these types of offerings.

Prior to and even after the FCC’s October 4, 2002 ruling on Qwest’s request for clarification of the filing standards,¹ Qwest did not consider such form contracts as within the Section 252 filing requirement. For example, these types of order form contracts were provided to the Minnesota Department of Commerce as part of the unfiled agreements docket in that state, and the Minnesota Department of Commerce never identified these form contracts as agreements that are within the Section 252 filing requirement.

However, a subsequent comment in the FCC's December 23, 2002 ruling on Qwest's application for section 271 relief in nine other states suggested that even these form contracts potentially could be subject to Section 252. Qwest promptly reviewed the Agreements (and several others) in light of the December 23, 2002 comment, the standards announced by the FCC in October 2002, and particularly Qwest's announced policy to resolve all Section 252 issues in favor of filing. Thus, on January 13, 2002, Qwest filed the Agreements.

DISCUSSION

As Qwest noted in its original comments in these dockets, as of May 2002 Qwest adopted new policies under which all future contracts creating ongoing obligations with respect to Sections 251(b) or (c) are filed with state commissions for approval under Section 252. Qwest also created a senior-level committee to enforce compliance with this policy. These policies apply across all states in the Qwest region. Subsequently, on October 4, 2002, the FCC issued a Declaratory Ruling regarding the scope of the Section 252 filing requirement that was consistent with Qwest's self-imposed policy standard.

As part of its implementation of these policies, in September 2002 Qwest filed in South Dakota previously unfiled agreements insofar as those contracts contained provisions creating on-going obligations that relate to Section 251(b) or (c) which have not been terminated or superseded by agreement, commission order, or otherwise. These filings were equivalent to those made the previous month in the several other states. Four contracts were filed in South Dakota, and the Commission approved those contracts on December 19, 2002.

¹ *Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements Under Section 252(a)(1)*, 17 FCC Rcd 19337 (Oct. 4, 2002).

Through these September filings, Qwest believed that it had complied with the requirements of Section 252 as expressed in Mr. Davis's May, 2002 letter and Qwest's quite broad filing standard that it has applied since. Then, on October 4, 2002, the FCC issued its ruling on Qwest's Petition for Declaratory Ruling, and supported, in Qwest's view, its understanding that these types of form contracts were not within the filing requirement. That is, the FCC stated in paragraph 13 the following:

13. Qwest has argued, in another proceeding, that order and contract forms used by competitive LECs to request service do not need to be filed for state commission approval because such forms only memorialize the order of a specific service, the terms and conditions of which are set forth in a filed interconnection agreement. We agree with Qwest that forms completed by carriers to obtain service pursuant to terms and conditions set forth in an interconnection agreement do not constitute either an amendment to that interconnection agreement or a new interconnection agreement that must be filed under Section 252(a)(1).

Thus, Qwest had not filed the Agreements at issue here – certain boilerplate contracts used by CLECs in the ordinary course to order ancillary interconnection services – understanding them to fall into the category of contract order forms that did not require prior state commission approval under that Ruling. In the FCC's order on Qwest's application for section 271 relief in Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming,² however, the Commission made a comment that precipitated the filing of the Agreements. The FCC found that at least one such contract “does not appear on its face to fall within the scope of the filing requirement exceptions set forth in the Commission's declaratory ruling. . . .”³ Even so, the Commission found that because the terms of the agreement are available through SGATs in the relevant states, the terms of the agreement are

² *Memorandum Opinion and Order* in WC Docket No. 02-314 (Dec. 23, 2002) (“*Qwest 271 Order*”)

³ *Qwest 271 Order* ¶ 491 n.1789.

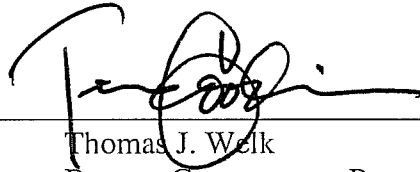
available to other CLECs “and thus no ongoing discrimination exists that would warrant denial of this section 271 application.”⁴

To eliminate any issue in South Dakota or before the FCC in connection with Qwest’s application for section 271 relief for South Dakota, Qwest promptly filed the Agreements for approval under Section 252 in South Dakota, and similar form contracts in Oregon and New Mexico as well. The Agreements filed in South Dakota and represented in Dockets TC03-024 through TC03-031 are all form contracts similar to the agreement discussed in the *Qwest 271 Order*. Qwest must make clear that it continues to believe that, when examined in context as opposed to simply on their face, it is clear that these Agreements are order form contracts exempt from Section 252. However, we have no objection to filing them; they simply reflect the same terms that are and always have been available to all CLECs equally.

In sum, no South Dakota CLEC has been injured in this matter because the contract terms are standard provisions that have been available to all CLECs. Especially given that, no CLEC intervened in these dockets or complained about the timing of the Agreements’ filing, and in light of the significant, proactive steps Qwest has taken to ensure the prompt filing of all agreements that arguably fall under the FCC’s filing standards pursuant to sections 251 and 252 of the 1996 Act, Qwest respectfully requests that Dockets TC03-024 through –031 be closed.

⁴ *Id.*

Respectfully submitted this 31st day of March, 2003.

A handwritten signature in black ink, appearing to read 'T. Welk', is written over a horizontal line.

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