

EL98-022

EL 98-022

BLACK HILLS POWER AND LIGHT COMPANY

P.O. BOX 1000 408 DEADWOOD AVENUE
RAPID CITY, SOUTH DAKOTA 57100
http://www.blackhillscorp.com

TELEPHONE
(605) 342-3200
FAX: (605) 342-0945

RECEIVED

NOV 17 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

November 13, 1998

Mr. William Schubert, Jr.
SVP
1000 N. Mission
Rapid City, SD 57102

Subject: Contract with Deviations Filing

Dear Mr. Schubert:

Enclosed is a fully executed copy of Amendment No. 2 to the Industrial Contract Service Agreement between Black Hills Power and Light Company and Homestake Mining Company.

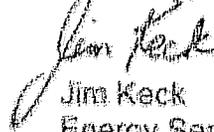
Homestake was unable to meet their December 31, 1998 deadline for constructing facilities that would allow Black Hills Power and Light Company to serve all or substantially all of Homestake's load at a transmission delivery of 69 kV. They requested an extension of the deadline to September 1, 1999.

Amendment No. 2 grants Homestake's request with the stipulation that Homestake will be 100% liable for the costs of any capital investment BHP must make at the site. Additionally, from January 1, 1999 through September 1, 1999.

My request is that the SD Public Utilities Commission approve Amendment No. 2 to the Industrial Contract Service Agreement between BHP and Homestake as a "Contract with Deviation".

If you have any questions regarding my request, please give me a call.

Sincerely,



Jim Keck
Energy Services Engineer

**AMENDMENT NO. 2 TO
INDUSTRIAL CONTRACT SERVICE AGREEMENT**

HOMESTAKE MINING COMPANY

This Amendment No. 2 to the Industrial Contract Service Agreement ("Agreement") is hereby entered into this 21st day of October, 1998, by and between BLACK HILLS ELECTRICITY, which operates its electric utility division under the assumed name of Black Hills Power and Light Company ("Company") and HOMESTAKE MINING COMPANY OF SOUTH DAKOTA ("Homestake").

1. RECITALS. The parties previously entered into Amendment No. 1 to the Agreement ("Amendment No. 1"), a true and correct copy of which is attached hereto. In Section 4 of Amendment No. 1, the parties added certain language to the end of Section 5.1 of the Agreement. The added language provided for a timetable during which Homestake would substantially comply with its Program (as defined in Amendment No. 1) to rebuild portions of its distribution system and Homestake was to have substantially completed the Program by December 31, 1998. Homestake wishes to extend the time for completion of the Program and Black Hills is agreeable thereto, subject to the terms and conditions set forth hereafter. Accordingly, the parties agree as set forth below.

1. EXTENSION OF TIMETABLE; SHARING OF EXPENSE. The parties agree that Section 4 of Amendment No. 1 is changed to substitute the date of September 1, 1999 for the original required date of December 31, 1998 for 100 percent completion of the Program by Homestake. In consideration for the extension by Black Hills, Homestake further stipulates and agrees that in the event that the Company would be required to incur a capital investment in order to continue delivering service to Homestake at the various distribution voltages currently provided through the Elk Substation until such time as the Program is complete, Homestake shall be 100 percent liable for the costs of the capital investment beginning January 1, 1999 and Company shall no longer be liable for 50 percent of said cost, notwithstanding anything obtained in Section 4 of Amendment No. 1 to the contrary.

1. OTHER PROVISIONS UNCHANGED. Except as specifically modified herein, all other provisions of the Agreement and Amendment No. 1 remain unchanged and in full force and effect.

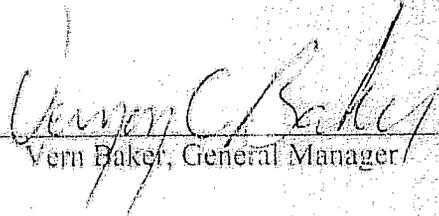
~~REGULATORY APPROVAL~~

The parties agree to submit this Amendment No. 2 to

~~IN WITNESS WHEREOF~~, the parties have executed this Amendment No. 2 as of the
~~date set forth in the first paragraph hereof.~~

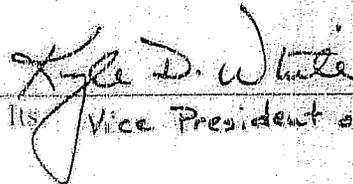
HOMESTAKE MINING COMPANY OF
CALIFORNIA

By


Vern Baker, General Manager

BLACK HILLS CORPORATION d/b/a
BLACK HILLS POWER AND LIGHT COMPANY

By


Its Vice President of Energy Services

AMENDMENT NO. 1 TO
INDUSTRIAL CONTRACT SERVICE AGREEMENT

HOMESTAKE MINING COMPANY

This Amendment No. 1 ("Amendment") to the Industrial Contract Service Agreement, dated June 1, 1993, is made and entered into by and between BLACK HILLS CORPORATION, which operates its electric utility division under the assumed name of Black Hills Power and Light Company ("Company") and HOMESTAKE MINING COMPANY OF CALIFORNIA ("Homestake").

1. **RECITALS.** In connection with a settlement of PUC Docket EL95-003 the parties have agreed to certain modifications of their Electric Power Service Agreement dated June 1, 1993 ("Agreement"). Those modifications are contingent upon approval of the settlement by the PUC.

2. Section 7 of the Agreement is deleted and the following substituted therefor:

7. **TERM**

7.1 **Initial Term.** The initial term of this Agreement shall be 9 years commencing on June 18, 1993 and ending September 9, 2002.

7.2 **Right to Extend Term.** Homestake shall have an automatic right to extend the term of the Agreement or any extended term of the Agreement for an additional three (3) years from the date the extension option is exercised. This option may be exercised at any time, but for computation of the 3 year period, the date of exercise shall be deemed to be no earlier than September 8, 2000 in the case of the first exercise of the option and no earlier than the first anniversary of the effective date of any prior exercise of this extension option in the case of any subsequent exercise of the option. Not earlier than 120 days and not later than 60 days prior to the deemed date of exercise of each option to extend the Term under this Section 7.2, the Company shall give Homestake written notice of Homestake's right to extend the Term. Failure to exercise an extension option by the end of this Agreement's term will require Homestake to either execute a new service agreement with a minimum 5 year term or cease taking service at the end of the Agreement's term. Homestake acknowledges that in the event it allows its remaining Agreement term to decline to less than 2 years after the Company has given the required notice of the Homestake's right to extend the Term prior thereto, there will be a System Planning Surcharge for the first 2 years of the new service agreement term or extended service agreement term, less any remaining unexpired existing Agreement term at the time of an extension. The surcharge will be

\$50/kVA per month of Measured Demand. The Company may, in its sole discretion, waive the System Planning Surcharge in those circumstances that it deems the surcharge to be inconsistent with the best interests of the Company or its ratepayers.

2.3 Failure to Extend Agreement. Failure to exercise an extension option by the end of the Agreement's term, including any extension thereof, and failure of Homestake to immediately execute a new service agreement with Black Hills with a minimum five-year term will result in either of the following:

(a) If Regulated. If as of the date of the termination of the Agreement, Homestake is obligated by law to take its electric service from Black Hills, Black Hills shall continue to serve Homestake, and Homestake shall continue to purchase all of its electric requirements from Black Hills under other applicable tariff schedules not requiring a contract or, upon application of either party, such tariff schedules as the South Dakota Public Utilities Commission directs.

(b) If Unregulated. If as of the date of the termination of the Agreement, Homestake has the legal right to choose its electric power supplier, and absent any other agreement of Black Hills and Homestake to the contrary, Black Hills shall have no further obligation to serve Homestake, and Homestake shall have no further obligation to purchase electric service from Black Hills.

3.4 Black Hills' Rights in Event of Customer Choice. If at the time Homestake exercises an option to extend the term of the Agreement, Homestake has the legal right to choose its electric power supplier, Black Hills shall have the option, to be exercised within thirty (30) days thereafter, to reject the extension and allow the Agreement to terminate at the end of its term.

3. Section 4.4 of the Agreement shall be renumbered as Section 4.5 and a new Section 4.4 shall be inserted in the Agreement and shall read as follows:

4.4. Rate Setting in the Event of Deregulation. In the event that during the term of this Agreement, the current PUC regulation of retail electric rates is eliminated, either by a change in South Dakota laws or by federal preemption of those laws, the parties agree that for the remainder of the contract term, either party may use the following procedure in order to obtain a change in the rates that are in effect on the date that such regulation ends:

a. Request. Either the Company or Homestake may make a request that the rates be adjusted to conform the rates being charged to the cost of serving Homestake as those costs would have been calculated by the PUC under the

laws and regulations that existed at the time this Amendment was executed. The request will be in writing. If the request is from the Company, it will provide sufficient explanation and data regarding changes in its cost of providing service to Homestake to justify the proposed adjustment. If from Homestake, the request will contain an explanation of why Homestake believes that the costs have changed and a demand that the Company provide the necessary data and/or explanation to confirm or dispute Homestake's claim. Neither Company nor Homestake shall be entitled to either unilaterally change the rate or to take legal action with respect to any dispute over what the rate should be until it has complied, in good faith, with the procedures set forth in Section 4.3b and 4.4c.

b. Mediation. Company and Homestake shall first attempt, promptly and in good faith, to resolve any dispute arising out of or relating to the rate to be charged, through unassisted negotiations between appointed representatives who have the authority to settle the controversy. All negotiations between these representatives shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Federal and State Rules of Evidence.

c. Settlement Conferences. Either Company or Homestake may give the other written notice of any dispute that has not been resolved pursuant to Section 4.4b and demand a settlement conference. As soon as mutually agreeable after delivery of the notice, appointed representatives of the parties shall meet in a settlement conference at a mutually acceptable time and place (or by telephone), and thereafter as often as they reasonably may deem necessary to attempt to resolve the dispute. Unless the representatives agree otherwise, these negotiations shall not be deemed at an impasse by either party until thirty days after the date of the first settlement conference.

d. Attorneys. If the representatives of either party desire to be accompanied at the settlement conference by an attorney, they shall provide the other party at least three working days notice in advance of the settlement conference. Once such notice has been given, the representatives of the other party may also be accompanied by an attorney.

e. Alternative Dispute Resolution Procedure. If an impasse is reached under Section 4.4c, either party may suggest the use of Alternative Dispute Resolution (ADR) procedures to resolve the dispute. Except as may be mandated by law, however, neither party is obligated to participate in ADR after reaching an impasse, and may resort to litigation to resolve the dispute. The parties are free to mutually select any ADR method that appears suitable to them at the time including: binding arbitration, non-binding arbitration, or mediation. The ADR method and procedures shall be agreed to in writing as expeditiously as possible. If the parties are unable to promptly agree on an appropriate ADR method or procedures, either party may resort to litigation.

f. Discovery and access to records. The parties shall be entitled to utilize discovery prior to the submission of any dispute to ADR consistent with the Federal Rules of Civil Procedure. The books and papers of both parties relating to any matter submitted to ADR shall be open to examination by any mediator or arbitrator, as the case may be."

4. The following language shall be added to the end of Section 5.1 of the Agreement:

"The parties recognize that only 55% of Homestake's load is served at 69kv. The rest is served through the Kirk substation at distribution voltages. Homestake, however, is in the process of constructing facilities that will eventually allow Company to serve all or substantially all of Homestake's load at a transmission delivery of 69 kV. This involves building a new substation and rebuilding portions of the distribution system that is currently attached to the Kirk substation. Homestake represents that its planning, design and construction program ("Program") is underway and is expected to be completed in phases. Phase 1 is the construction of the new substation. This phase will be complete by March 1, 1996. At this point approximately 60% of the load will be at 69 kV. In phase 2, Homestake will reroute and rebuild the distribution system. The program calls for about 68% at 69,000 by January 1, 1997 and essentially 100% by December 31, 1998. Conditioned upon Homestake continuing to carry out this Program and substantially comply with the timetables set forth above, all of Homestake's load (other than small isolated loads) shall be considered to be delivered at transmission voltage (69 kV) for the purpose of applying the charges of the Industrial Contract Service rate tariff (IC-14(T)). The parties agree to continue to work together and to inform each other as to Homestake's progress in completing the Program. During the period until the Program is complete the Company will continue to perform routine maintenance on the Kirk Substation at its expense. If, however, due to some unusual event, such as fire, tornado, flood or transformer failure, Company would be required to incur a capital investment in order to continue delivering service to Homestake at the various distribution voltages currently provided through the Kirk substation until such time as the Program is complete, Homestake and Company shall confer with each other to try to come up with a solution to totally avoid or to minimize the cost of temporary repairs to this facility pending completion of the Program. In the event, however, that a capital investment is necessary to continue to provide service at less than 69 kV, Homestake and Company agree to split the cost of this capital investment between them, with each party paying 50%. For this purpose "cost" shall mean all direct costs such as labor, materials and equipment as well as indirect costs such as general and administrative expenses. In the event that the equipment or materials so purchased can be salvaged upon completion of the Program, the salvage proceeds will be split with 50% going to each party.

1. OTHER PROVISIONS UNCHANGED. Except as specifically modified herein all other provisions of the Agreement remain unchanged and in full force and effect.

REINSTATEMENT PROCEDURE. If for any reason, the PUC fails to approve the proposed settlement of Docket EL95-003 that includes the Industrial Contract Service rate schedule attached as Exhibit A on or prior to August 1, 1995, this Amendment shall become null and void, and the contract Agreement between the parties shall be thereupon reinstated as it existed prior to this Amendment and shall continue to govern the relationship of the parties until it is amended or terminated. This reinstatement will include a reinstatement of the terms of compensation given by Hornstake on October 30, 1992.

7. REGULATORY APPROVAL.

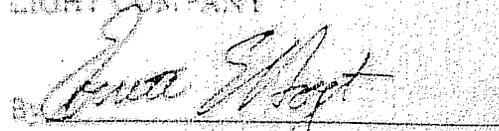
This Amendment is subject to approval by the PUC.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the first paragraph hereof.

SPRINGDALE MINING COMPANY
OF CALIFORNIA



BLACK HILLS POWER AND PLANT
LIGHT COMPANY


Linda M. West
Its President and Chief
Operating Officer

PUBLIC UTILITIES COMMISSION OF SOUTH DAKOTA

BLACK HILLS POWER AND LIGHT COMPANY
SIOUX CITY, SOUTH DAKOTA
BILLING CLASS 11

SECTION NO. 3
NINTH REVISED SHEET NO. 14
REPLACES EIGHTH REVISED SHEET NO. 14

INDUSTRIAL CONTRACT SERVICE

RATE NO. IC-14 (T)
Page 1 of 2

is placed on the Company's existing interconnected transmission system within Butte, Custer, Fall River, Lawrence, Meade, and Pennington Counties of South Dakota.

to large industrial power users receiving transmission service or distribution service supplied at one point of delivery. Service is by Industrial Contract Service Agreement only, and is not applicable for temporary, standby, supplementary, emergency, basic, shared or incidental purposes.

6. Operating current: 60 Hertz, three phase at the Company's transmission voltage (69,000 volts and above) or distribution voltage (less than 69,000 volts) stated in the Industrial Service Agreement.

Capacity Charge - On-Peak

Transmission Service @ \$9.10 per KVA of Billing Capacity
Distribution Service @ \$5.36 per KVA of Billing Capacity (N)

Capacity Charge - Off-Peak

Customer may elect to receive Off-Peak Service of up to 1.5 times their Billing Capacity at no additional capacity charges above their On-Peak Capacity Charge. Off-Peak Service greater than 1.5 times Billing Capacity will be charged at regular rates and applied in determination of Billing Capacity.

Energy Charge

Transmission Service @ 3.450 ¢ per kWh (N)
Distribution Service @ 1.622 ¢ per kWh

Billing

The charge for the Billing Capacity

DETERMINATION OF BILLING CAPACITY

The Billing Capacity in any month shall be the highest of the following:

- a. The kilovolt-ampere (kVA) load during the fifteen-minute period of maximum On-Peak use during the billing period; or the maximum Off-Peak use less fifty percent of the maximum On-Peak use, whichever is higher; or

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and after August 1, 1995

ISSUED BY:

Kyle D. White

Kyle D. White
Director, Rates and Demand-Side Management

BLACK HILLS POWER AND LIGHT COMPANY
SOUTH DAKOTA
SHEET NO. 11

SECTION NO. 3
NINTH REVISED SHEET NO. 15
REPLACES EIGHTH REVISED SHEET NO. 15

INDUSTRIAL CONTRACT SERVICE

RATE NO. IC-14(T)
Page 2 of 2

- 1. This section of the Standard Billing Capacity in any of the
- 2. Capacity of the Contract Capacity as defined in the
- 3. Distribution Service 6,000kVA

(D)

TERMS

The customer shall pay the bill within twenty days from the date of the bill. If the bill is not paid within the specified time, the account becomes delinquent. A late charge shall be assessed on the delinquent unpaid balance shall apply to the account. A non-refundable funds check charge of \$15.00 shall be assessed on each bill. If a bill is not paid, the Company shall have the right to suspend service, providing ten days written notice is given. When service is suspended, a further service charge will apply.

(E)

If the customer is not satisfied with the service, the customer is entitled to terminate the service agreement at any time with the right of the company to terminate the agreement on a date two years after the date of termination. The company shall be entitled to extend the term of the agreement at the option of the customer to be less than the remaining term to be less than the remaining term. The company to change a system of service to a new system or extended contract term at the time of the agreement. The company and customer by agreement may modify the terms of the agreement or the terms and the amount of the system.

TERMS AND CONDITIONS

- 1. Service will be rendered under the Company's General Rules and Regulations.
- 2. Service will be provided during On-Peak hours and thirty (30) days written notice will be provided of any change in On-Peak hours.

ADJUSTMENT

This contract under the above rate shall be adjusted by the appropriate percentage part of any impost, assessment, or charge imposed or levied by any governmental authority as a result of laws or ordinances enacted which is assessed or levied on the basis of revenue for electrical energy or service sold, and/or the volume of energy consumed and sold.

(C)

DATE FILED: June 20, 1995

EFFECTIVE DATE: For service on and after August 1, 1995

ISSUED BY:

Kyle J. White

BLACK HILLS POWER AND LIGHT COMPANY
SIOUX FALLS, SOUTH DAKOTA

SECTION NO. 1
FIFTH REVISED SHEET NO. 3
REPLACES FOURTH REVISED SHEET NO. 3

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Revised Sheet 5	Schedule 1--Cogeneration and Small Power Production Service--Simultaneous Net Billing
Revised Sheet 6	Schedule 2--Cogeneration and Small Power Production Service--Simultaneous Purchase and Sale
Revised Sheet 7	Schedule 2--Cogeneration and Small Power Production Service--Simultaneous Purchase and Sale
Revised Sheet 8	Schedule 2--Cogeneration and Small Power Production Service--Simultaneous Purchase and Sale
Revised Sheet 9	Schedule 3--Cogeneration and Small Power Production Service--Simultaneous Rider
Revised Sheet 10	Schedule 3--Cogeneration and Small Power Production Service--Simultaneous Rider

SECTION 4

CONTRACTS WITH DEVIATIONS

Revised Sheet 1	Summary List of Contracts with Deviations
Original Sheet 2	Business Development Service
Original Sheet 3	Business Development Service
Original Sheet 4	Business Development Service

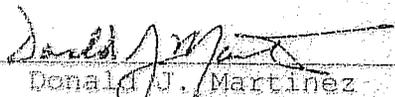
SECTION 5

RULES AND REGULATIONS

ISSUE DATE: November 17, 1998

EFFECTIVE DATE: For service on and after January 1, 1999

ISSUED BY:


Donald J. Martinez
Energy Services Engineer

GENERAL LIST OF CONTRACTS WITH DEVIATIONSContract 4817.0

South Dakota Electric Company Industrial Contract Service Agreement. (C)
The Agreement was effective September 1, 1993 and has a term of
three years and continues thereafter until canceled by the six year
written notice of either party. Contract amended effective August 1,
1994, under Docket No. EL94-001. Contract Amendment No. 2 effective
January 1, 1995.

Contract 4818.0

City of Rapid City Large Demand Curtailable Service Agreement. The
Agreement was effective June 1, 1993 and has a term of three years and
continues thereafter until canceled by the one year written notice of
either party.

Contract 4819.0

City of Rapid City Large Demand Curtailable Service Agreement. The
Agreement was effective June 1, 1993 and has a term of three years and
continues thereafter until canceled by the one year written notice of
either party.

Contract 4820.0

State Executive Large Demand Curtailable Service Agreement. The
Agreement was effective August 1, 1994, under Docket No. EL95-003.

Contract 4821.0

United States Air Force Electric Power Service Agreement for the
Whitney Army Airfield and related facilities located in the Dakota
State Division in Rapid City. The agreement was effective
January 28, 1994 and has a term of ten years.

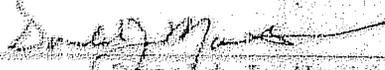
Contract 4822.0

South Dakota Electric Company Storage Service Contract. The agreement
was effective June 1, 1994 and has a term of three years and
continues thereafter until canceled by the one year written notice
of either party.

2025 2025. Excess of 12, 1996

EFFECTIVE DATE: For service on and
after January 1, 1999

ISSUED BY:


Donald J. Martinez
Energy Services Engineer

South Dakota Public Utilities Commission
WEEKLY FILINGS

For the period of November 11, 1998 through November 15, 1998

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you,
please contact Dakota Relay within five business days of this filing.

Phone 605-773-3705 Fax 605-773-3809

ELECTRIC

Case No. 98-0001
In the Matter of the Filing by Black Hills Power & Light Company for
Approval of Amendment No. 2 to Industrial Contract Service Agreement
with Homestake Mining Company.

Black Hills Power and Light Company has filed an application requesting
the Commission to approve Amendment No. 2 to its Industrial Contract
Service Agreement between Black Hills and Homestake Mining Company.
According to Amendment No. 1 to the agreement, Homestake would
conduct portions of its distribution system and have that substantially
completed by December 31, 1998. Amendment No. 2 grants Homestake's
request for an extension of the deadline to September 1, 1999.
Homestake will also be 100% liable for the costs of any capital investment
Black Hills must make at the Kirk Substation, from January 1, 1999,
through September 1, 1999.

Staff Attorney Karen Croner
Staff Analyst Dave Jackson
Case Filed 11/17/98
Responsible Director: JKA

Case No.

In the Matter of the Complaint Filed by Bonnie Slade, Fulton, South
Dakota, against Northern States Power Company Concerning Outages.

Complaint by Bonnie Slade vs Northern State Power Company. The
Complainant claims an unusually high number of electrical outages has
caused great inconvenience and aggravated health conditions. The
Complainant requests that Northern States Power upgrade its lines and
substations.

Staff Attorney Karen Croner
Consumer Affairs Lois Healy
Case Filed 11/17/98
Responsible Director: JKA

TELECOMMUNICATIONS

TC98-198 In the Matter of the Application of CTC Communications Corp. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application of CTC Communications Corp. for a certificate of authority to provide resold interexchange telecommunications services throughout South Dakota. The services to be provided include MTS, WATS, 800 inbound service. Services will also include calling card and directory assistance services to presubscribed customers.

Staff Attorney: Camron Hoseck

Staff Analyst: Kylie Tracy

Date Filed: 11/13/98

Intervention Deadline: 12/4/98

TC98-199 In the Matter of the Complaint Filed by Lawrence Klein, Valentine, Nebraska, against U S WEST Communications, Inc., Regarding Poor Service and Request to Have Lines Updated.

Complaint by Lawrence Klein vs. U S WEST Communications, Inc. The Complainant describes a history of poor telephone service and outages. The Complainant seeks reliable telephone service.

Staff Attorney: Camron Hoseck

Consumer Affairs: Leni Healy

Date Filed: 11-06-98

Intervention Deadline: NA

TC98-200 In the Matter of the Complaint Filed by Don Finn on behalf of Lake Area Hospital, Webster, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Overcharges.

Complaint by Don Finn vs. AT&T Communications. The Complainant outlines a history of the concerns with AT&T over the past 18 months in which the Hospital was overbilled. The Complainant further claims that AT&T personnel did not offer appropriate assistance in resolving the error. The Complainant seeks reimbursement for the amount overcharged and compensation for time and labor involved.

Staff Attorney: Karen Cremer

Consumer Affairs: Leni Healy

Date Filed: 11-04-99
Filing Office: Omaha, NE

In the Matter of the Application of FirstWorld Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application of FirstWorld Communications, Inc. for a certificate of authority to provide resale intrastate telecommunications services throughout South Dakota. Services to be provided include MTS, inbound and local access, turn-in card, debit card and operator services.

Staff Attorney: Karen Cremer
Staff Analyst: Bob Knadle
Case Filed: 11-19-98
Revision/Deadline: 12-07-98

In the Matter of the Filing by U.S. WEST Communications, Inc. for Approval of Agreement for Service Resale Between Preferred Carrier Services, Inc. and U.S. WEST Communications, Inc.

On November 16, 1999, the Commission received an interconnection agreement between U.S. WEST Communications, Inc. and Preferred Carrier Services, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 11, 1999. Parties to the agreement may file written responses to the comments no later than January 4, 1999.

Staff Attorney: Canyon Hosenok
Date Filed: 11-16-99
Revision/Deadline: 12-11-99

In the Matter of the Filing by U.S. WEST Communications, Inc. for Approval of Negotiated/Arbitrated Terms of Agreement for Interconnection, Resale, and Unbundled Elements between Advanced Communications Group, Inc. and U.S. WEST Communications, Inc.

On November 15, 1999, the Commission received an interconnection agreement between U.S. WEST Communications, Inc. and Advanced Communications Group, Inc. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 14,

1998. Parties to the agreement may file written responses to the comments no later than January 7, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-19-98
Responses Due: 12-14-98

TC98-204 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of Wireless Interconnection Agreement between U S WEST Communications, Inc. and Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications.

On November 19, 1998, the Commission received a wireless interconnection agreement between U S WEST Communications, Inc. and Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than December 14, 1998. Parties to the agreement may file written responses to the comments no later than January 7, 1999.

Staff Attorney: Camron Hoseck
Date Filed: 11-19-98
Responses Due: 12-14-98

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

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

IN THE MATTER OF THE FILING BY BLACK)	ORDER APPROVING
HORN POWER AND LIGHT COMPANY FOR)	AMENDED CONTRACT
APPROVAL OF AMENDMENT NO. 2 TO)	SERVICE AGREEMENT AND
INDUSTRIAL CONTRACT SERVICE)	TARIFF REVISIONS
AGREEMENT WITH HOMESTAKE MINING)	
COMPANY)	EL98-022

On December 17, 1998, the Public Utilities Commission (Commission) received an application from Black Horn Power and Light Company (BHP&L) requesting the Commission to approve Amendment No. 2 to the Industrial Contract Service Agreement between BHP&L and Homestake Mining Company (Homestake). BHP&L asked for approval of the following revised tariff schedule:

Table of Contents, Section No. 1, 5th Revised Sheet No. 3
Summary List of Contracts with Deviations, Section No. 4, 7th Revised Sheet No. 1

As a result of the approval, Amendment No. 1 to the Industrial Contract Service Agreement grants Homestake the right to connect portions of its distribution system and have that substantially completed by December 31, 1997. Amendment No. 2 grants Homestake's request for an extension of the deadline to September 1, 1999. Homestake will also be 100% liable for the costs of any development work done at the Kirk Substation to serve Homestake at voltages below 20KV from January 1, 1994 through September 1, 1999.

At its regular scheduled December 7, 1998, meeting, BHP&L explained the filing to the Commission. The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-34A, sections 49-34A-4, 49-34A-6, 49-34A-7, 49-34A-10 and 49-34A-12. The Commission voted to approve Amendment No. 2 to the Industrial Contract Service Agreement and the tariff schedule to be filed and reasonable. As the Commission's final decision in this matter, it is hereby

ORDERED that Amendment No. 2 to the Industrial Contract Service Agreement is hereby approved and that

BHP&L's aforementioned revised tariffs are approved as filed and shall be effective for service rendered on and after January 1, 1999.

Given at Pierre, South Dakota, this 17th day of December, 1998.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was filed with the Commission on December 17, 1998, at Pierre, South Dakota, in compliance with the rules of the Commission.

[Signature]
12/17/98

BY ORDER OF THE COMMISSION:

[Signature]
JAMES A. BURG, Chairman

[Signature]
PAM NELSON, Commissioner

[Signature]
LASKA SCHOENFELDER, Commissioner