

TC00-119





Qwest  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
Phone 303 672-5871  
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Alex M. Duarte  
Senior Attorney

VIA OVERNIGHT DELIVERY

RECEIVED

AUG 08 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

August 4, 2000

Mr. William Bullard, Jr.  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Filing of Third Amendment to the Interconnection Agreement between  
McLeodUSA Telecommunications Services, Inc. and Qwest Corporation  
(formerly U S WEST Communications, Inc.)

Dear Mr. Bullard:

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing are an original and ten (10) copies of the Third Amendment to the Interconnection Agreement between Qwest Corporation (formerly U S WEST Communications, Inc.) ("Qwest") and McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") for approval by the Commission. McLeodUSA and Qwest entered into the Interconnection Agreement which was approved by the South Dakota Commission effective July 23, 1999 in Docket No. TC99-057. McLeodUSA and Qwest now desire to amend the underlying Interconnection Agreement. The Third Amendment will add terms, conditions and rates for Load Coils/Bridge Taps and DS3 Capable Loop to the original agreement.

The Amendment does not discriminate against other telecommunications carriers, and the Amendment is 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.

Mr. William Bullard, Jr.  
August 4, 2000  
Page 2

The Amendment is 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 rules of the Federal Communications Commission. Expedient approval of this Agreement will enable McLeodUSA to enter the local exchange market and provide customers with increased choices among local exchange services.

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

Very truly yours,

  
Alex Duarte

Enclosures

cc: McLeodUSA Telecommunications Services, Inc.  
Lauraine Harding  
6400 C Street S.W.  
Cedar Rapids, IA 52406-3177

Colleen Sebold  
Manager - Public Policy  
Qwest Corporation  
125 S. Dakota Avenue, 8<sup>th</sup> Floor  
Sioux Falls, SD 57194

Qwest Corporation Law Department  
Counsel, Interconnection  
1801 California Street, 49<sup>th</sup> Floor  
Denver, CO 80202

**Amendment No. 3 to the Interconnection Agreement  
Between  
McLeodUSA Telecommunications Services, Inc.  
and  
USWC Communications, Inc.  
For the State of South Dakota**

RECEIVED

AUG 08 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Amendment No. 3 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeod") and USWC Communications, Inc. ("USWC").

### RECITALS

McLeod and USWC entered into that certain Interconnection Agreement for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission on July 23, 1999 (the "Agreement"); and

McLeod and USWC wish to amend the Agreement under the terms, conditions, and rates contained herein;

NOW THEREFORE, the Parties agree to the following:

#### 1. Amendment Terms.

This Amendment is made in order to:

- a) Add the terms, conditions, and rates for Load Coils/Bridge Taps as set forth in Attachment 1, attached hereto and incorporated herein, to this Amendment.
- b) Add the terms, conditions, and rates for DS3 Capable Loop as set forth in Attachment 2 attached hereto and incorporated herein, to this Amendment.

#### 2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.


#### 3. Further Amendments.


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

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.

**McLeodUSA Telecommunications  
Services, Inc.**

**USWC Communications, Inc.**

  
Signature

  
Signature

DAVID R. CONN  
Name Printed/Typed

Elizabeth J. Stamp  
Name Printed/Typed

VICE PRESIDENT  
Title

Director - Interconnect  
Title

7/28/00  
Date

8/1/2000  
Date

ATTACHMENT 1

1. BRIDGE TAP/LOAD COIL

1.1 Terms and Conditions

When McLeod requests a Special Copper Loop Feeder Medium, Special Copper Distribution, or both, as defined in Attachment 3, Section 8.4.2.3 and Section 9.3 of the existing Agreement, as required, USWC will dispatch a technician to "condition" the Loop by removing load coils and bridge taps (i.e., "unload" the Loop) in order to provide McLeod with a Special Copper Loop Feeder Medium, Special Copper Distribution, or both. McLeod will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a USWC technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If USWC uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, USWC will make alternate arrangements to permit McLeod to order a contiguous Unbundled Loop pursuant to Attachment 3, Section 8.1.2 of the existing Agreement.

1.2 Rate Elements.

PRODUCT RATES

| State          | Description  | NRC     | RC     | USOC  |
|----------------|--------------|---------|--------|-------|
| SD -ATT<br>Arb | LC and/or BT | \$58.50 | \$0.00 | NR908 |

## ATTACHMENT 2

### 1. DS3 CAPABLE LOOP

#### 1.1 Terms and Conditions

- 1.1.1 When McLeod requests a DS3 Capable Loop, USWC will provide access to the existing electronics at both ends including any intermediate repeaters.
- 1.1.2 USWC is not obligated to provision DS3 Capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within USWC facilities, USWC may control the use of certain cables for spectrum management considerations.

#### 1.2. Rate Elements

- 1.2.1 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate DS3 Capable Loops, including Extension Technology recurring charges, are described below.
- 1.2.2 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate DS3 capable Loops as described below, include the following:

|  |          |
|--|----------|
| DS3 Capable Loop Basic Install (Existing Service) First            | \$151.75 |
| DS3 Capable Loop Basic Install (Existing Service) Ea Addl          | \$119.41 |
| DS3 Capable Loop Basic Install Performance Test (New Ser) First    | \$316.83 |
| DS3 Capable Loop Basic Install Performance Test (New Ser) Ea Addl  | \$290.88 |
| DS3 Capable Loop Coord Install with Cooperative Test First         | \$386.61 |
| DS3 Capable Loop Coord Install with Cooperative Test Ea Addl       | \$330.09 |
| DS3 Capable Loop Coord Install W/O Test (Existing Service) First   | \$156.79 |
| DS3 Capable Loop Coord Install W/O Test (Existing Service) Ea Addl | \$124.35 |

#### 1.3 Ordering Process

- 1.3.1 All Unbundled Loops are ordered via an LSR.
- 1.3.2 Prior to placing orders on behalf of the end user, McLeod shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the underlying Agreement.
- 1.3.3 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when USWC receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load



control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

1.3.4 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

1.3.5 The service intervals that have been established for DS3 Capable Unbundled Loops are set forth below:

Established Service Intervals for DS3 capable Unbundled Loops:

|    |           | High Density    | Low Density     |
|----|-----------|-----------------|-----------------|
| a) | 1-3 lines | 7 business days | 9 business days |
| b) | 4 or more | ICB             | ICB             |

1.3.6 McLeod can request access to existing fiber and other high capacity loops through the BFR process.

1.3.7 When ordering Unbundled Loops, McLeod is responsible for obtaining or providing facilities and equipment that are compatible with the service.

#### 1.4 Maintenance and Repair

1.4.1 McLeod is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. McLeod will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to USWC. USWC will work cooperatively with McLeod to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USWC's network, McLeod shall be assessed the applicable time and materials charges.

1.4.2 USWC will perform tests to isolate the service trouble. If no trouble is found, USWC will notify McLeod. If the trouble is isolated to the Central Office or a USWC facility, USWC will repair, without charge, as long as the trouble is not attributed to McLeod's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to McLeod's Collocation equipment, cabling or cross connects, USWC will notify McLeod and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to McLeod and charges will apply for trouble isolation.

1.4.3 When combining separately ordered elements or an element to collocated equipment, the McLeod will have responsibility for testing its equipment, network

facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at McLeod's request, and the fault is not in USWC's facilities, a trouble isolation charge shall apply.

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of August 3, 2000 through August 9, 2000

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 filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CT00-094 In the Matter of the Complaint filed by Todd Huntimer on behalf of Global Polymer Industries, Inc., Arlington, South Dakota, against EqualNet Corporation Regarding Unauthorized Switching of Services.**

The complainant alleges that EqualNet Corporation (EqualNet) switched his long distance services without authorization in September, 1999. Complainant further alleges that he attempted to cancel EqualNet services in February, 2000, to no avail. Complainant is requesting that EqualNet be required to credit the charges for the calls as EqualNet had earlier promised it would do; to reimburse him for the amount paid them for the previous re-rate, the amount of \$70.27; and to compensate him for the time taken to resolve the matter or any other remedy allowable by law so EqualNet discontinues this practice.

Staff Analyst: Charlene Lund  
Staff Attorney: Karen Cremer  
Date Docketed: 08/08/00  
Intervention Deadline: N/A

**CT00-095 In the Matter of the Complaint filed by Charlotte L. Hansen, Rapid City, South Dakota, against Sprint Communications Company L.P. and Qwest Corporation Regarding Unauthorized Switching of Services.**

Complainant alleges that on May 19, 2000, she set up new service and temporarily chose Sprint as her long distance carrier. The next day, May 20, 2000, she changed her carrier to AT&T. Sprint sent Complainant a phone card and Complainant called Sprint to ask why they sent it to her. She states that Sprint insisted she was a customer despite her local company's indication that she had been an AT&T customer since May 22, 2000. Complainant is asking the Commission to require Sprint to re-rate her charges consistent with her AT&T plan and to reimburse her for the additional charges billed by Sprint.

Staff Analyst: Leny Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 08/08/00  
Intervention Deadline: N/A

## ELECTRIC

### **EL00-022 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.**

MidAmerican Energy filed an application for approval of a revision to its South Dakota Public Utilities Commission Electric Tariff No. 1, Section No. 6, characterized as 3rd Revised Sheet No. 2. The revision proposes to update the back of its standard bill form, Sheet No. 2. MidAmerican proposes an effective date of September 12, 2000.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 08/08/00  
Intervention Deadline: 08/25/00

## TELECOMMUNICATIONS

### **TC00-118 In the Matter of the Application of Uni-Tel Communications Group, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.**

Uni-Tel Communications Group, Inc. is seeking a Certificate of Authority to provide interexchange telecommunication services in South Dakota. The applicant intends to provide outbound and inbound telecommunication services, directory assistance services and calling card services through resale.

Staff Analyst: Keith Senger  
Date Docketed: 08/03/00  
Intervention Deadline: 8/25/00

### **TC00-119 In the Matter of the Filing for Approval of a Third Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation (Formerly U S WEST Communications, Inc.)**

A third amendment to the interconnection agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation (formerly U S WEST Communications, Inc.) has been filed with the Commission. The Commission approved the original interconnection agreement between the two providers in Docket TC99-057. The Third Amendment will add terms, conditions and rates for Load Coils/Bridge Taps and DS3 Capable Loop to the original agreement. Any party wishing to comment on the third amendment may do so by filing written comments with the Commission and the parties to the amendment no later than August 28, 2000. Parties to the amendment may file written responses to the comments no later than twenty days after the service of the comments.

Staff Attorney: Karen Cremer  
Date Docketed: 08/08/00  
Intervention Deadline: 08/25/00

**TC00-120 In the Matter of the Application of Telcorp, Ltd. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.**

Telcorp, Ltd. is seeking a Certificate of Authority to provide interexchange telecommunication services in South Dakota. The applicant is a switch-based reseller who intends to offer 1+ and 101XXXX outbound dialing, toll-free inbound dialing and travel card/calling card services.

Staff Analyst: Heather Forney  
Date Docketed: 08/09/2000  
Intervention Deadline: 08/25/00

**TC00-121 In the Matter of the Application of Essex Communications, Inc. d/b/a eLEC Communications for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.**

Essex Communications, Inc. d/b/a eLEC Communications is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide inbound and outbound resold long distance telecommunication services as well as facilities-based local exchanges services to residential and business customers in South Dakota.

Staff Analyst: Keith Senger  
Date Docketed: 08/09/2000  
Intervention Deadline: 08/25/00

**Notice of Agreement Between State Commissions and Qwest Communications To Conduct Collaborative Workshops to develop a Post-271 Entry Performance Assurance Plan and Notice of Opportunity to Participate.**

See Attachment

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/>

Date: August 8, 2000

TO: Interested Persons

SUBJECT: Notice of Agreement Between State Commissions and Qwest Communications To Conduct Collaborative Workshops to develop a Post-271 Entry Performance Assurance Plan and Notice of Opportunity to Participate.

In response to a request from ROC Chairman Ed Garvey and OSS Executive Committee Chairman Bill Rowe, the state commissions of 11 of the 14 states served by Qwest, formerly U S WEST Communications, Inc., agreed to participate in collaborative workshops to develop a Post 271 entry Performance Assurance Plan. In filings with most of the 14 States it serves, Qwest asked each state to consider the use of workshops or other collaborative processes for the consideration of at least some of the issues involved in the Company's current and future Section 271 filings. Qwest referenced the ROC 13 state regional testing of its Operational Support Systems (ROC OSS test), and indicated a desire to use regional or cooperative approaches in the consideration of some of the 14 point checklist items not addressed in the ROC OSS test.

An important aspect of 271 approval is the development of anti-backsliding incentives, or a post-271 performance plan. Such a plan developed in a multi-state forum would incorporate the performance measures already being developed in Qwest OSS testing efforts and would be designed to ensure the local market remains fully and irreversibly open after 271 approval has been granted. Furthermore, support for a regional post-271 performance plan effort has come from participants in the ROC OSS testing effort, due in part to the success that effort is currently having.

In its order approving Bell Atlantic's 271 application in New York, as well as its orders denying previous applications, the FCC has clearly indicated that a successful 271 application must have mechanisms in place to ensure that the efforts the RBOC has taken to open up the market are maintained after 271 approval. To date, the mechanism used in states reviewing 271 compliance has been performance assurance plans, or anti-backsliding plans. Such plans include performance requirements in a number of operational areas, including detailed descriptions of how such requirements are measured. They also identify the self-enforcing penalties to be imposed upon the company should it fail to meet the performance requirements.

Most, if not all, of the performance measurements that would be included in any post-271 performance plan duplicate those being developed in the ROC OSS test, which will provide a short-term, snapshot view of the company's performance. The post-271 performance plan will address ongoing performance and whether the short-term performance demonstrated through the OSS tests is being maintained. In addition, regional collaboration on backsliding issues should foster many of the same benefits as the ROC OSS test including more uniform service standards within the Qwest region, more efficient use of state and industry staff resources, and increased cooperation among the various parties.

Qwest has agreed to pay for new contracts between participating ROC states and the consultants currently working on the ROC OSS test, MTG and NRRI, to conduct a multi-state process to develop a post-271 performance plan. These efforts would run in parallel to the OSS tests, but would be kept as separate work efforts, due to the different natures of the final products.

A process similar to that used by the OSS testing collaborative is proposed for establishing the post-271 performance plan. Drafting will begin with the identification of high level principles and work towards a detailed document that could be endorsed by the parties to the collaboration. Parties are encouraged to participate through open meetings, conference calls, and written comments. An aggressive but manageable timetable created with the assistance of the collaborative would govern the work. Finalization and implementation of the performance measures used in the ROC OSS test are nearing completion, and auditing of these measures in the ROC process has begun. The second effort, on performance assurance will begin this fall, with preliminary conference calls beginning in August, and run in parallel to the OSS testing efforts.

Although the ROC collaborative effort cannot bind state commissions, it is expected that Qwest, as well as state Commissions and CLECs participating in these workshops comment and negotiate in good faith with the expectation that any anti-backsliding or post-271 performance plan resulting from the collaborative process will be considered by the state commissions in Qwest's individual state 271 filings.

State commissions invite participation in this effort by all interested parties. For ease of administration, we encourage parties to consolidate their participation. If your organization is interested in participating in the collaborative, you should register at <http://psc.state.mt.us/scripts/porlist/post271-all.asp>. All fields must be completed. A welcome/ initial conference call for participants will be held on Monday, August 21, 2000 at 12:00 MDT. More information, including the call in number, will be sent to participants via an email distribution list that will be created from registrations to the web site.

If you have any questions, you may contact Bob Center, at [bcenter@mtgconsulting.com](mailto:bcenter@mtgconsulting.com), (530) 477-1770, Frank Darr, of NRRI, at [darr.1@osu.edu](mailto:darr.1@osu.edu), (614) 688-5473 or Wendy Fuller, [wfuller@br.state.ut.us](mailto:wfuller@br.state.ut.us), (801) 530-6775.

1 The states that will participate are Colorado, Idaho, Iowa, Nebraska, North Dakota, Montana, Oregon, South Dakota, Utah, Washington, and Wyoming. New Mexico may monitor the process. Minnesota and Arizona declined the invitation to be involved at this time.

Consumer Complaints: 1-800-646-6150

"An Equal Employment Opportunity Employer"

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

IN THE MATTER OF THE FILING FOR )  
 APPROVAL OF A THIRD AMENDMENT TO AN )  
 INTERCONNECTION AGREEMENT BETWEEN )  
 MCLEODUSA TELECOMMUNICATIONS )  
 SERVICES, INC. AND QWEST CORPORATION )  
 TC00-119

AMENDMENT TO )  
 AGREEMENT )

On August 8, 2000, Qwest Corporation (Qwest), fka U S WEST Communications, Inc. filed for approval by the South Dakota Public Utilities Commission (Commission) a third amendment to an interconnection agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Qwest. The third amendment adds terms, conditions and rates for lead coils/bridge taps and DS3 capable loop to the original agreement.

On August 10, 2000, the Commission electronically transmitted notice of the filing of the third amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until August 28, 2000, to do so. No comments were filed.

At its duly noticed September 26, 2000, meeting, the Commission considered whether to approve the negotiated third amendment to the agreement between Qwest and McLeod. 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 third amendment does not discriminate against a telecommunications carrier that is not a party to the third amendment and the third amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the third amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated third amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 29th day of September, 2000.

BY ORDER OF THE COMMISSION

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner

|  |                      |
|--|----------------------|
| 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>William F. Kelly</u>  | Date: <u>9/29/00</u> |
| (OFFICIAL SEAL)  |                      |