

TCDD-187

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November 17, 2000

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

VIA UPS OVERNIGHT

Re: Filing of Amendment No. 2 to the Interconnection Agreement between AT&T Communications of the Midwest, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Mr. Bullard:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of Amendment No. 2 to the Interconnection Agreement between AT&T Communications of the Midwest, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the arbitrated interconnection agreement between AT&T Communications of the Midwest, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission in Docket No. TC 96-157.

AT&T Communications of the Midwest, Inc. has authorized Qwest to submit this Agreement on AT&T's behalf.

Sincerely yours,

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

Thomas J. Welk

TJW/jlf

Enclosures

cc: Christine Schwartz (w/o encls.)
Ms. Colleen Sevoid (w/o encls.)
Sally E. Bowen (w/o encls.)

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NOV 21 2000

SOUTH DAKOTA PUBLIC
UTILITY COMMISSION

**Amendment No. 2 to the Interconnection Agreement
Between
AT&T Communications of the Midwest, Inc.
and
Qwest Corporation
(formerly doing business as U S WEST Communications, Inc.)**

This Amendment No. 2 ("Amendment") is made and entered into by and between AT&T Communications of the Midwest, Inc. ("AT&T") and Qwest Corporation (formerly doing business as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, AT&T and Qwest entered into an Interconnection Agreement for service in the state of South Dakota that was approved by the South Dakota Public Utilities Commission on March 4, 1999 (the "Agreement"); and

WHEREAS, AT&T and Qwest desire to amend the Agreement under terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

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.

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

4. No Waiver.

The Parties understand that the provisioning of Local Number Portability Managed Cuts may be considered as part of an ongoing inquiry into Qwest's applications to provide in-region interLATA service pursuant to Section 271 of the Telecommunications Act of 1996 (the "Act"), may be measured as part of an ancillary inquiry into performance measurement before the Qwest Regional Oversight Committee ("ROC") and will be a topic of discussion in renegotiations and, if necessary, arbitration of interconnection agreements pursuant to Section 252 of the Act. All Parties enter into this Amendment without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Amendment under the Agreement, the Act, FCC or state commission rules, ROC determinations or recommendations or any applicable law.

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.

AT&T COMMUNICATIONS
OF THE MIDWEST, INC.


Authorized Signature

Name Printed/Typed

Title

Date

QWEST CORPORATION


Authorized Signature

E.J. Stamp
Name Printed/Typed

Director
Title

10/19/00
Date

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

1.0 A Managed Cut permits AT&T to select a coordinated cut for Local Number Portability ("LNP"). The request is offered on a 24 x 7 basis.

1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between Qwest and AT&T. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other Co-Providers requesting the same Frame Due Time (FDT) in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, Qwest will negotiate with AT&T for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between Qwest and AT&T for the FDT. In special cases where a FDT must be negotiated, this interval to negotiate the FDT will not exceed two (2) days due to a Qwest error. In addition, standard intervals will apply.

1.2 AT&T shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.

1.3 AT&T will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.

1.4 Charges for Managed cuts shall be based upon actual hours worked in 1/2 hour increments. Such charges are set forth in Section 1.7 below. AT&T understands and agrees that in the event AT&T does not make payment for Managed Cuts, unless disputed as permitted under the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

1.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by AT&T. AT&T will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, AT&T shall be charged a three hour minimum charge per each additional non-scheduled employee as set forth in Section 1.7 below. If the cut is either cancelled, or supplemented (supp) to change the due date, within 24 hours of the negotiated FDT, AT&T will be charged a one person 3 hour minimum charge as set forth in Section 1.7 below. If the cut is cancelled or a new due date is requested by Qwest due to a Qwest error, within 24 hours of the negotiated FDT, Qwest will be charged by AT&T a one

person 3 hour minimum charge as set forth in Section 1.7 below. This AT&T charge will be replaced by any service performance plan related to LNP Managed Cuts, if any, adopted by the Regional Oversight Committee and approved by the Commission.

1.6 Qwest will negotiate with AT&T for LNP Managed Cuts or a similar service offered by AT&T.

1.7 Qwest will provide Managed Cuts at the following interim rates:

Managed Cut standard	Recurring NA	\$ 27.38 per ½ hour per person
Managed Cut overtime	Recurring NA	\$ 35.43 per ½ hour per person
Managed Cut premium	Recurring NA	\$ 43.49 per ½ hour per person

1.8 In the event that the managed LNP conversion is not successful, AT&T and Qwest agree to isolate and fix the problem in a timeframe acceptable to AT&T or the customer. If the problem cannot be corrected within a timeframe acceptable to AT&T or the customer, AT&T may request the restoration of Qwest service for the customer. Such restoration shall begin immediately upon request. If AT&T is in error then a supp will be provided to Qwest. If Qwest is in error no supp or additional order will be required of AT&T.

1.9 Specific details regarding the ordering of LNP service is contained in the LNP Section of the Interconnect & Resale Resource Guide or this Agreement.

South Dakota Public Utilities Commission
WEEKLY FILINGS

For the Period of November 16, 2000 through November 22, 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

TELECOMMUNICATIONS

TC00-185 In the Matter of the Filing for Approval of a First Amendment to an Interconnection Agreement between Qwest Corporation and NewPath Holdings, Inc.

An Amendment No. 1 to the Interconnection Agreement between NewPath Holdings, Inc. and Qwest Corporation (Qwest) was filed with the Commission for approval. The agreement is a negotiated agreement with the parties adopting the previously negotiated interconnection agreement between NewPath Holdings, Inc. and Qwest approved by the Commission effective August 16, 2000 in Docket TC00-099.* Amendment No. 1 replaces existing UNE and OSS language, including OSS terms conditions and rates. 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 December 11, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

* The application indicates that TC00-099 was an "arbitrated interconnection agreement" but records indicate it too was a negotiated agreement.

Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Initial Comments Due: 12/11/00

TC00-186 In the Matter of the Filing for Approval of Second and Third Amendments to an Interconnection Agreement between Qwest Corporation and New Edge Network, Inc. d/b/a New Edge Networks.

Amendments Nos. 2 and 3 to the Interconnection Agreement between New Edge Network, Inc. and Qwest Corporation (Qwest) were filed with the Commission for approval. The agreements are negotiated agreements with the parties adopting the previously negotiated interconnection agreement between New Edge Network, Inc. and Qwest approved by the Commission effective January 12, 2000 in Docket TC99-109.* Amendment No. 2 adds terms,

conditions and rates for IDSL and DS3 Capable Loops. Amendment No. 3 reverses the existing intervals for collocation augments, extends additional access to loop qualification data, adds language regarding processes and intervals for unbundled loop order provisioning, adds a self-executing service performance program and adds language regarding the ordering and provisioning of collocation and UNE facilities. 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 December 11, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

* The application indicates that TC99-109 was an "arbitrated interconnection agreement" but records indicate it too was a negotiated agreement.

Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Initial Comments Due: 12/11/00

TC99-187 In the Matter of the Filing for Approval of a Second Amendment to an Interconnection Agreement between Qwest Corporation and AT&T Communications of the Midwest, Inc.

An Amendment No. 2 to the Interconnection Agreement between AT&T Communications of the Midwest, Inc. (AT&T) and Qwest Corporation (Qwest) was filed with the Commission for approval. The agreement is a negotiated agreement with the parties adopting the arbitrated interconnection agreement between AT&T and Qwest approved by the Commission in Docket TC96-184. Amendment No. 2 adds terms, conditions and rates for Local Number Portability Managed Cuts. 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 December 11, 2000. 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: 11/21/00
Initial Comments Due: 12/11/00

TC99-188 In the Matter of the Application of Encompass Communications, L.L.C. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Encompass Communications, L.L.C. has filed a request for a Certificate of Authority to provide resold telecommunications services throughout South Dakota. Encompass Communications intends to offer interexchange services.

Including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service, and prepaid calling card service.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Intervention Deadline: 12/08/00

TC00-189 In the Matter of the Application of Claricom Networks, Inc. d/b/a Staples Communications-Networks for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Claricom Networks, Inc. d/b/a Staples Communications-Networks is seeking a Certificate of Authority to provide local exchange telecommunication services in South Dakota. The applicant intends to resell Qwest Corporation services primarily to business customers.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 11/21/00
Intervention Deadline: 12/08/00

TC00-190 In the Matter of the Filing by Black Hills FiberCom, LLC for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

Black Hills FiberCom filed an application with the Commission for approval of its Intrastate Switched Access Tariff No. 1. The tariff filing is a concurrence in the rates, terms and conditions of the current LECA Tariff No. 1, with the exception of the switched access rates which are based on a statewide average. The company is also requesting that the Commission exempt it from the requirement to develop intrastate switched access rates based on company specific costs. The company is requesting an effective date of November 22, 2000.

Staff Analyst: Heather Forney
Staff Attorney: Kelly Frazier
Date Docketed: 11/22/00
Intervention Deadline: 12/08/00

TC00-191 In the Matter of the Filing by Qwest Corporation for Approval of its Statement of Generally Available Terms.

Qwest Corporation (Qwest) filed with the Commission a Statement of Generally Available Terms and Conditions (SGAT) and a Compliance Filing Modifying Qwest's SGAT to Adopt Collocation Provision Intervals Set by the FCC (Compliance Filing). In its SGAT filing, Qwest states that it is requesting that the Commission open a docket for review of the SGAT; that it has triggered the 60-day review period under Section 252(f)(3) of the Telecommunications Act of 1996 (Act); and that it provides Qwest's model contract offering that will frame discussions for the Act's 271 process. In its Compliance Filing, Qwest requests that the Commission issue an Order allowing section 8.4 of the SGAT to be amended consistent with the intervals set forth by the FCC.

Commission Contact: Bill Bullard
Date Docketed: 11/22/00
Intervention Deadline: 12/08/00

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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 SECOND AMENDMENT TO)	SECOND AMENDMENT TO
AN INTERCONNECTION AGREEMENT)	AGREEMENT
BETWEEN QWEST CORPORATION AND)	
AT&T COMMUNICATIONS OF THE MIDWEST,)	TC00-187
INC.)	

On November 21, 2000, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a second amendment to an interconnection agreement between AT&T Communications of the Midwest, Inc. (AT&T) and Qwest. The second amendment adds terms, conditions and rates for local number portability managed cuts.

On November 23, 2000, the Commission electronically transmitted notice of the filing of the second amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until December 11, 2000, to do so. No comments were filed.

At its duly noticed January 4, 2001, meeting, the Commission considered whether to approve the negotiated second amendment to the agreement between Qwest and AT&T. 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 second amendment does not discriminate against a telecommunications carrier that is not a party to the second amendment and the second amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the second amendment to the agreement. It is therefore

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

Dated at Pierre, South Dakota, this 10th day of January, 2001.

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>Melanie Kelso</u>
Date <u>1/12/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner