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February 15, 2001

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

Re Filing of Amendments Nos. 3 and 4 to the Interconnection Agreement between Ionex Communications North, Inc. for South Dakota 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 Amendments Nos. 3 and 4 to the Interconnection Agreement between Ionex Communications North, Inc. for South Dakota ("Ionex") 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 negotiated interconnection agreement between Ionex and U S WEST Communications, Inc. which was approved by the Commission effective November 6, 1998 in Docket No. TC98-203. **NOTE:** Advanced Communications Group assigned its Agreement to Firstel. Firstel changed its name to Ionex.

Amendment No. 3 is made in order to replace the Interim Line Sharing Agreement Ionex entered into on May 11, 2000 and to add terms, conditions and rates for Line Sharing as set forth in Attachment 1 to the amendment. Amendment No. 4 reduces the intervals for (a) physical collocation (both caged and cageless) to forty-five (45) days, and (b) collocation augment to thirty (30) days based on certain terms and conditions set forth in the amendment.

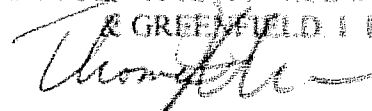
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 UTILITIES COMMISSION

William Bullard, Executive Director  
February 15, 2001  
Page 2 of 2

Ionex has authorized Qwest to submit this Agreement on Ionex behalf

Sincerely yours,

BOYCE MURPHY MCDOWELL  
& GREENFIELD LLP



Thomas J. Weik

TJW/vjj

Enclosures

cc: Ms Sue Weiske - Ionex (enclosure letter only)  
Ms Colleen Sevold  
Ms Mary Sullivan (enclosure letter only)

**Amendment No. 3 to the Interconnection Agreement  
Between  
Ionex Communications North, Inc.  
for  
South Dakota  
and  
Qwest Corporation  
f.k.a. U S WEST Communications, Inc.**

**RECEIVED**

FEB 20 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Amendment No. 3 ("Amendment") is made and entered into by and between Ionex Communications North, Inc. ("Ionex") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

**RECITALS**

WHEREAS, Ionex and Qwest entered into an Interconnection Agreement for service in the state of South Dakota that was executed by Ionex Communications North, Inc. on October 20, 1998 and U S WEST Communications, Inc. on November 6, 1998 (the "Agreement"), and

WHEREAS, Ionex and Qwest desire to amend the Agreement by adding the terms, conditions and rates 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 replace the Interim Line Sharing Agreement Ionex entered into on May 11, 2000 and to add terms, conditions and rates for Line Sharing as set forth in Attachment 1, attached hereto and incorporated herein.

**2. Effective Date.**

This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Ionex must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Ionex will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**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.

**Ionex Communications North, Inc.**

Sue E. Weiske  
Authorized Signature

Sue E. Weiske  
Name Printed/Typed

GENERAL COUNSEL  
Title

10-31-2000  
Date

**Qwest Corporation**

Patricia R. Keene  
Authorized Signature

PATRICIA R. KEENE  
Name Printed/Typed

GENERAL COUNSEL  
Title

11-01-2000  
Date

## Attachment 1

### 1. Line Sharing

#### 1.1 Description

Line Sharing provides Ionex with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by Qwest.

#### 1.2 Terms and Conditions

##### 1.2.1 General

1.2.1.1 To order the HUNE, Ionex must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 and the end user must have dial tone originating from a Qwest switch at that Wire Center. Ionex must provide the end user with, and is responsible for the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.

1.2.1.3 Ionex may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by Ionex, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither Ionex nor Qwest may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or Qwest or the Ionex, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

1.2.1.5 lonex will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If lonex requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end-user lonex shall pay the rate set forth in Appendix A of the Underlying Agreement for the loops to be restored to their original state.

1.2.1.6 Qwest will provide lonex with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of lonex: (a) via the standard Collocation arrangements set forth in Section 8.5 of lonex's Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

1.2.1.7 lonex will provide Qwest with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Qwest will keep lonex forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

### 1.3 lonex Collocation Area POTS Splitter

1.3.1 Section 1.3.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither lonex nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and lonex except as expressly noted.

1.3.2 If lonex elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in Section 8.5 of lonex's Underlying Agreement, lonex will be responsible for purchasing the POTS splitters. lonex also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

1.3.3 lonex may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

1.3.4 lonex may choose to have Qwest provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will

cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by Qwest. In the alternative, Ionex may provide all such cabling to Qwest. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

135 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in Ionex's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to the Ionex's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, COSMIC/MDF via the intermediate distribution frame, using a second DS0 termination and a second ITP.

136 The demarcation point between Qwest's network and Ionex's network will be the place where the combined voice and data loop is ~~cross~~ connected to the intermediate distribution frame.

#### 14 Common Area Splitter Collocation

141 Section 1.4.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither Ionex nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and Ionex except as expressly noted.

142 If Ionex elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to Ionex's DS0 termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. Ionex either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2. Qwest will be responsible for the installation and maintenance of the POTS splitters, but Ionex will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different CLECs in a



single relay rack or bay or in the case of the option (c) above Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of Ionex.

1.4.3 Ionex may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

1.4.4 Ionex may choose to have Qwest provide the cabling used for DS0 Terminations and/or TIE Cables subject to full reimbursement, or Ionex may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, Ionex may request that Qwest directly cable the data port of the POTS splitter to Ionex collocation area under these same terms. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to Ionex's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, Ionex may request that Qwest directly cable the data port of the POTS splitter to the Ionex Collocation area under these same terms.

1.4.6 The demarcation point between Qwest's network and Ionex's network will be at the place where the data loop leaves the POTS splitter on its way to Ionex's Collocated equipment.

## 1.5 Line Sharing Deployment

1 5 1 If Ionex submitted applications to Qwest for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000, those applications will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by the CLECs between March 24, 2000 and April 10, 2000.

1 5 2 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section Ionex's Underlying Agreement.

1 5 3 Ionex may submit applications for additional DS0 termination installations and or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined below in Section 1.5.3.1.1.

1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

1.5.3.1.1 Ionex will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for each subsequent month will be 30 days.

1.5.3.1.2 The forecast must include, at a minimum, the following:

- (a) Month each application will be sent;
- (b) The Wire Center by common name for each application;
- (c) Type of terminations required for each level of connection; and
- (d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.1.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification

engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

1.5.3.1.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the augmentation interval found in the Collocation section.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DSO Terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in Section 8.5 of Ionex's Underlying Agreement.

1.5.4 In the event Ionex, or Qwest acting as purchasing agent for Ionex, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by Ionex, including, but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when available.

1.5.5 If Qwest, acting as purchasing agent for Ionex, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to Qwest by Ionex, including, but not limited to POTS splitters and cabling, Ionex may provide Qwest with the subject equipment. Ionex will be notified by Qwest of the required material on-site date for the affected Qwest Wire Center(s) and Ionex will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If Ionex does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if Ionex provides such notice to Qwest but then fails to provide Qwest with the subject equipment in a timely manner, Qwest will install the subject equipment when available.

## 2 Rate Elements

2 1 Qwest and Ionex specifically incorporate paragraphs 23-26 of the Interim Line Sharing Agreement dated April 24, 2000 into this Amendment, as set forth in Exhibit A. Qwest and Ionex are continuing to negotiate final pricing terms and will enter into a pricing Amendment to incorporate the results of any business agreement or applicable state commission order regarding the pricing terms for line sharing. The pricing terms in paragraphs 23 through 26 of the Interim Line Sharing Agreement will remain effective until such time as an Amendment is entered into between the Parties, as described in the preceding sentence.

## 3 Ordering Process

### 3 1 Shared Loop

3 1.1 As a part of the pre-order process, Ionex can access loop characteristic information through the Loop Information Tool. Ionex will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and Ionex will work together to modify the Loop Information Tool to better support Line Sharing.

3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by Qwest and Ionex in writing. Qwest will administer all cross connects/jumpers.

3.1.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to Ionex's Collocated equipment in the same Wire Center.

3.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. Qwest and Ionex acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.

3.1.5 Ionex shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and DS0 termination reclassification, has been completed.

### 3 2 Common Area Splitter Collocation

3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.

3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. Ionex must submit a new Collocation application form and the quote preparation fee to Qwest. Standard Cageless and/or Common Collocation intervals will apply.

### 3.3 DS0 Termination Reclassification

3.3.1 To the extent Ionex has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, Ionex may request that these existing DS0 terminations be reclassified for use with Line Sharing. Ionex shall request such reclassification through the same process used to order new DS0 terminations.

## 4 Repair and Maintenance

4.1 Qwest will allow Ionex to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.

4.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. Ionex will be responsible for repairing data services provided on Shared Loops. Qwest and Ionex each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

4.3 Qwest and Ionex will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed-to procedures in a methods and procedures document that will be made available on Qwest's web site. In the interim, Qwest and Ionex agree that the following general principles will guide the repair and maintenance process for Line Sharing.

4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and Ionex will work together and with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of Ionex unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify Ionex whenever this occurs upon voice trouble ticket closure.

4.3.2 Qwest and Ionex each are responsible for their respective end user base and services.

4.3.3 Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by Ionex. When trouble tickets are initiated by Ionex, and such trouble is not located in Qwest's network, Qwest will assess Ionex the charge specified in Section 2.

4.3.4 When trouble reported by Ionex is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), Ionex may request that Qwest perform additional testing and Qwest may decide to notto perform requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide Ionex with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble(e.g. in the portion of the network for which Qwest is responsible, Ionex will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which Ionex is responsible, Qwest will assess Ionex the charge specified in Section 2.

4.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, Ionex will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. Ionex will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

4.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, Ionex may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment will meet the requirements for central office equipment set by the FCC.

4.6 Qwest and Ionex will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

## 5 Other

5.1 Qwest and Ionex agree to the foregoing rates, terms, and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position Qwest or Ionex may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This section specifically contemplates, but is not limited to, the following: (i) the positions Qwest and Ionex take in any cost docket related to Line Sharing; and (ii) the positions Qwest or Ionex might take before the FCC or any state public utility commission related to the

rates, terms, and conditions under which Qwest must provide Ionex with access to Shared Loops.

- 5.2 Qwest and Ionex agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all CLEC orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of all CLEC orders for the HUNE; (iii) Qwest's ability to make Loop assignments for the existing and forecasted volume of Ionex orders for the HUNE; (iv) the ability of Qwest and Ionex to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) Ionex's forecasts of HUNE orders; (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of Ionex to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

**EXHIBIT A**  
**INTERIM LINE SHARING AGREEMENT**

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

**GENERAL**

- 1 ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.
- 2 To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
- 3 On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.
- 4 Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.



5. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.
6. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

#### **POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT**

7. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC.
  - (a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will use, install and maintain the POTS splitter in the central office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination points as possible; (ii) where an intermediate frame is used, on that frame, or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.
  - (b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing and perform any related work required to provision line sharing.
  - (c) Under either option (a) or (b), the POTS splitter will be appropriately hand wired or pre-wired so that ILEC is required to inventory no more than two points of termination.
8. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.
  - (a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment.

However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.

- (b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.

- 9 CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.
- 10 If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.
11. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from the CLEC after 5 business days of the initial application date will also result in the application be treated as a late application.

First 145 Central Offices	March 24, 2000
Next 85 Central Offices	March 29, 2000
Next 65 Central Offices	April 3, 2000
Remaining Central Offices	April 10, 2000

12. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50

May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

13. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule

14. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.
15. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.
16. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience

and education of the shared line end-user, (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing

17. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding good-faith rolling quarterly forecasts for shared line volumes on a state-by-state central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

## REPAIR AND MAINTENANCE

18. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.
19. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
20. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:
  - (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.
  - (b) Each Party 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. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.

- (c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission
- (d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.
21. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
22. When the POTS splitter is located in the CLEC collocation area, CLEC may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

## PRICING

23. ILEC and the CLECs agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA* price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph 25
	2 ITP/EICT – Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	IA price
Common Area Splitter Collocation Non-Recurring	Installation	\$5,000.00 per shelf
Common Area Splitter Collocation Recurring	Equipment bay – per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by ILEC	POTS splitter	Market cost – in addition to the \$5,000.00 flat rate
Non-recurring for TIE	TIE cables	Time and material for

cable reclassification		engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph 20 (c) and (d)
Line Conditioning	Load Coil and Excess Bridged Tap Removal	IA price

\* The relevant interconnection agreement between ILEC and CLEC

24 ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line

25 CLECs may choose from either of the following options for an interim recurring shared line rate:

(a) A rate of \$5.40 per month per shared line; or

(b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection

26 All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

27 During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 23 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time

## OTHER

- 28 This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.
- 29 ILEC and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions ILEC or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that ILEC or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which ILEC must provide CLEC with access to the HUNE.
- 30 The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution provisions of the interconnection agreements between ILEC and CLECs incorporated by reference into this Agreement.
- 31 In addition to those provisions specifically referenced elsewhere in this Agreement, the provisions in the interconnection agreements between ILEC and CLECs related to the following are incorporated by reference into this Agreement: (a) limitation of liability; (b) indemnification; (c) force majeure; (d) warranties; and (e) dispute resolution. These provisions are incorporated on a state-by-state, CLEC-by-CLEC basis.
- 32 This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
- 33 This Agreement only may be amended in writing executed by all Parties to be bound by the amendment.
- 34 During the term of this Agreement, if ILEC either (a) enters into an agreement with any Party that modifies the rates, terms, and conditions of this Agreement as applied to that Party, or (b) enters into any other agreement for line sharing with any party containing rates, terms, and conditions different from those in this Agreement, ILEC will make such modified or different rates, terms, and conditions available to any interested Party. To the extent the modified or different rates, terms, and conditions are provided by ILEC only in certain

locations or pursuant to some other limitation, then the modified or different rates, terms, and conditions only will be made available to interested Parties in those locations or subject to those same limitations. Unless otherwise agreed to by the Parties, this paragraph will not be incorporated into any interconnection agreement amendments entered into between ILEC and CLECs pursuant to paragraph 36 below.

35. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.
36. ILEC and CLECs acknowledge the need to execute amendments to their interconnection agreements by June 6, 2000, to govern line sharing. The Parties further acknowledge that the rates, terms, and conditions of this Agreement will form the basis for the negotiation of the amendment. This Agreement will terminate upon execution of such amendments and will be replaced by the amendments. ILEC and CLEC further agree that any applicable window for petitioning a state public utility commission for arbitration of an interconnection agreement amendment for line sharing that would expire before June 6, 2000 is extended to June 16, 2000.
37. The Parties will work together to schedule a conference call with the state public utility commissions for each state listed in the introductory paragraph to this Agreement to explain this Agreement and answer any questions related to the Agreement. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissions in a joint manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.
38. The Parties will work together in good faith to address any problems that may arise in the execution of any part of this Agreement.

Any CLEC that is not a party to this Agreement may opt into this Agreement at any time prior to its expiration. CLECs must notify ILEC of which of the two options for interim shared line rates outlined in paragraph 25 above it selects at the time it opts into this Agreement or by May 1, 2000, whichever is later.



**Amendment No. 4  
to the Interconnection Agreement  
Between  
Ionex Communications North, Inc.  
and  
Qwest Corporation**

RECEIVED

FEB 23 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Amendment No. 4 ("Amendment") is made and entered into by and between Ionex Communications North, Inc. ("CLEC") and Qwest Corporation (formerly doing business as U S WEST Communications, Inc.) ("Qwest").

**RECITALS**

WHEREAS, CLEC 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 ("Commission") on September 14, 1999 (the "Agreement"); and

WHEREAS, CLEC and Qwest desire to amend the Agreement by adding the terms, conditions and rates 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.**

**A. Physical Collocation and Collocation Augments.**

The parties hereby agree to reduce the intervals for (a) physical collocation (both caged and cageless) to forty-five (45) days, and (b) collocation augments to thirty (30) days, both upon and subject to each and all of the following terms and conditions identified in Paragraphs 1 through 10 below.

1. In order for Qwest to provision the requested caged and cageless services within the stipulated 45-day intervals, CLEC must provide an annual forecast, updated quarterly, containing the information described below (a "Collocation Forecast") to Qwest in advance of placing orders for the requested services. A Collocation Forecast must include, at a minimum, the following:

- Month each application will be sent
- Earliest targeted in-service date of each application
- The Central Office(s), by common name for each Application
- Collocation type for each application
- For each Physical Collocation Application, the approximate Square Footage required
- For each Cageless or Virtual Collocation, number of bays/panels required
- For each Cageless or Virtual Collocation, a high-level listing of the equipment

- to be installed
- \* The number of amps required for each applications
- \* Total number of DSO, DS1, DS3, OCN, finished services and Terminations for each application
- \* Heat dissipation of equipment to be installed
- \* Type of Terminations required for each level of connection. For new collocations indicate the numbering requested on each block or panel (100 count increments, 24 count increments, etc.), and projected timing of use and quantity for terminations.

2 If the order was not included in the cageless or caged collocation forecast, or if any of the required information contained in Paragraph 1 above related to caged or cageless collocation is missing, the interval(s) for the application will default to the contract interval within the existing Agreement.

3 Beginning September 29, 2000, if Qwest fails to meet the 45-day collocation ready for service (RFS) interval for a Caged or Cageless collocation site despite the occurrence of both (i) the criteria in Section A.1 above have been met, and (ii) the order has been forecasted, then Qwest will waive one month's recurring charge for that Caged or Cageless collocation site. Notwithstanding the foregoing, no charges will be waived if the installation interval is delayed due to building expansion, HVAC or power requirements, or customer reasons

4 Qwest will include Alternate Point of Termination (APOT) information availability on the ready for service (RFS) criteria. The initial view of the APOT will be available fifteen (15) days prior to the RFS date, with the final view available one day prior to the RFS date. APOT finished services availability on the RFS date will be included in the RFS criteria, if APOT finished services are ordered coincident with the collocation application. All other finished services ordered concurrently with a collocation site will be provided under the normal interval for that finished service after the RFS date.

5 If CLEC requests and Qwest commits to allocate the collocation space based on forecasts, CLEC will give Qwest a non-refundable deposit equal to fifty percent (50%) of the non-recurring charge for augmentations, as well as cageless and caged collocations. Additional processes for space limitations and space allocation will be developed by August 31, 2000

6 For Collocation Augments (further defined in Attachment 1), CLEC must provide a forecast that includes the following information, if available: the termination types and whether the termination types are the same as the existing per service level, or if different, what numbering requested on the block or panel (100 count increments, 24 count increments, etc.) Beginning September 29, 2000, if Qwest misses the 30-day collocation augment interval, Qwest will waive one month's recurring charge associated with the collocation augment. Qwest and CLEC will work together to improve collocation augmentation performance. The parties will meet at least once within thirty (30) days following the end of the year to implement the program described in this Paragraph 6. Specifically, the parties will work cooperatively to develop an analysis of the root-cause of the collocation augmentation delays, specifically investigating issues that either of the parties believes to be a potential cause of any collocation augmentation delays. Upon the

later to occur of (a) the completion of that analysis, or (b) June 30, 2000, the parties will work jointly and in good faith to develop a service program, with customer-specific remedies, using the results of the analysis to reduce or eliminate collocation augmentation delays.

7. Because CLEC has elected to place splitters for line sharing in its collocation space and in the following markets: Denver, Seattle and Phoenix, and has identified 10 central office collocation augments in each city that need to be performed (identified in Attachment 2), Qwest will complete those collocation augments by July 31, 2000.

8. Because CLEC has elected to place splitters for line sharing in its collocation space, Qwest will complete the reclassification of the lines in seventy-two (72) collocation sites, in accordance with a prioritization schedule submitted by CLEC (identified in Attachment 3). Qwest will complete thirty (30) of those reclassifications by June 30, 2000. Qwest will complete an additional thirty (30) of those reclassifications by July 31, 2000. The remaining twelve (12) reclassifications will be performed by Qwest on a schedule mutually agreed upon by the parties.

9. Feasibility and Quote Process Interval for caged and cageless physical collocation and collocation augmentations will be reduced to an interval of twenty-one (21) calendar days.

10. Notwithstanding the requirements in this Section A, CLEC and Qwest will work together to schedule and stagger implementation on a state-by-state basis for orders for collocations and augments in excess of fifty (50) collocation applications and/or collocation augments for any one month.

## **B. Access to Unbundled Loop Qualification Databases.**

The parties hereby agree to provide CLEC with additional access to loop qualification data, as is, with any errors and omissions that exist in Qwest's records and subject to each and all of the following terms and conditions identified in Paragraphs 1-4 below:

1. Qwest will provide CLEC with DSL pre-qualification information on a pre-order basis through its IMA, GUI and EDI electronic interfaces. CLEC can perform a pre-order facility availability query to determine if a particular address or a particular telephone number has a loop that is ADSL-qualified based on information contained in Qwest's databases. After qualification, IMA will return a screen that will provide a "Yes" or "No" response, indicating, based upon information contained in Qwest's database, whether the loop is ADSL qualified or not. In addition the following associated loop information will be provided: the circuit ID; the loop length; the existence of load coils, the number and total length of bridged taps; the presence of Digital Loop Carrier (DLC) systems, DSL, par gain, or Universal Digital Carrier (i.e. not copper), if on the loop, number of wires and insertion loss.

2. By July 31, 2000, upon request, Qwest will provide a batch feed that is updated monthly with additional raw loop data to CLEC so it may perform loop qualification analyses and make an independent determination as to whether or not a loop is capable of supporting xDSL service. CLEC may request all such raw loop data by submitting a request

for data for an entire wire center. The information includes 1) gauge 2) load coil type 3) MLT distance, and (4) DLC type. Qwest will also provide additional bridged tap information including the segments (e.g. F1, F2), the segment length, and the bridged tap offset length by segment

3 Qwest will provide the same additional raw loop data described in the preceding paragraph to the CLECs via the IMA, GUI and EDI electronic interfaces in the IMA Release which is scheduled to be implemented in December 2000

4 By May 31, 2000, Qwest also will implement an enhancement to IMA (QUINEX) that will allow CLEC to perform a Carrier Facility Assignment ("CFA") Validation on analog CFAs. This enhancement will allow CLEC to query for a list of valid CFAs and then query for a list of valid channel assignment records associated with a selected CFA. CLEC will be able to view all available and unavailable CFAs plus channel numbers from the CFA list. The information that will be returned includes: the cable name, the cable number, the unit, the A location, and the Z location. CLEC may map this list to its original APOT form to determine the specific CFA it wishes to utilize. CLEC also may query directly to the channel assignment records if the query contains the specific CFA information in the first instance. The CFA's availability status may change between the time the pre-order query was submitted and the time the request is submitted for processing

5 All information referenced above in Paragraphs 1-4 will be provided as is, with any errors and omissions that exist in Qwest's records. By the end of the second quarter of 2000, Qwest will develop a means to provide complete distribution cable data where such data was previously missing. The data will be presented to CLEC via IMA from LFACS

6. Effective thirty (30) days from execution of this Amendment, Qwest will not charge CLEC the nonrecurring unbundled loop conditioning charge in those situations where Qwest operation support systems or other information provided to CLEC did not identify on a pre-order basis the need to perform line conditioning activities on a requested loop. Qwest will charge for additional field dispatches if it is determined that the dispatches were caused unnecessarily by CLEC.

### C. Unbundled Loop Order Provisioning.

The parties hereby agree to the following processes and intervals for unbundled loop order provisioning, subject to obtaining an annual unbundled loop forecast, updated quarterly, the limitations contained in the Qwest Service Interval Guide and each and all of the following terms and conditions identified in Paragraphs 1 through 6 below

1. Qwest will provide the status of delayed orders, including the reason why the order is delayed where facilities exist within one (1) day of the status being assigned by Network or within three (3) days of the order going held, in Minneapolis, Phoenix, Seattle, Denver and Salt Lake City. The interval for resolving delayed orders will remain (3) subject to the following conditions in this Paragraph C.1. If the loop is delayed as a result of the need to condition the line, Qwest will provide the RFS date within one (1) day of the status being assigned by Network and the RFS date will be identified as twenty-five (25) days in the FOC. If the loop is delayed as a result of the need to complete network rearrangements (line and station transfers), Qwest will provide the RFS date within one (1)

day of the status being assigned by Network and the RFS date will be identified as thirty (30) days in the FOC. Each month, Qwest and CLEC will jointly review all CLEC delayed orders on an aggregate basis to determine what actions, if any, can be taken to clear CLEC's delayed orders.

2. Qwest will agree to a standard interval for non-loaded, ISDN Capable and ADSL Unbundled Loops in five (5) days in high density areas and eight (8) days in low density areas pursuant to the force majeure and other volume limitations contained in the SUC. Subloops will be installed in the same interval, once CLEC has established a Field Connection Point with accurate CFA.

3. Qwest's interval for line conditioning will remain ICB, except that after June 30, 2000, in the metropolitan areas in which CLEC currently does business, subject to the existing of legal right of way and the issuance of the necessary permits from the appropriate governmental body(ies), Qwest will commit to a twenty-five (25) day interval if the following conditions are met: (a) CLEC must deliver a forecast identifying its need for conditioned loops at the distribution area at least sixty (60) days in advance, (b) the removal of the bridged taps in the forecasted area does not require construction or excavation, and (c) the removal requires no more than 25 loops at one time. Further, in the event that CLEC prepays for removal, Qwest will provide proactive line conditioning on a wide area basis, such as at the central office level. In this instance, Qwest would work together with CLEC to define the parameters of such unloading and appropriate prong

4. In order to reduce the number of loops held or delayed for line conditioning purposes, Qwest will commit resources and field technicians to implement and complete a program to address loop conditioning issues in Minnesota, Washington and Utah within 9 months after June 30, 2000. Specifically, the program will focus on the removal of bridged taps and load coil encumbrances for loops that are 18 kilofeet or below in length. Qwest will implement this program in 42 Minnesota, 47 Washington and 37 Utah central offices and will complete the project within 9 months after June 30, 2000. Upon execution of the Amendment, in those central offices identified in the states listed in this paragraph, Qwest will not assess any loop conditioning charge. The order in which central offices will be targeted for this program will be determined based on a prioritization meeting with the CLECs in the respective states. This program will be implemented at no cost to CLEC, and will significantly increase the inventory of "deloaded" unbundled loops and eliminate conditioning charges for those loops included in the program. The bulk line conditioning program included in this section will be initiated after June 30, 2000.

5. By August 30, 2000, Qwest will provide a new 7-day installation option for non-loaded digital capable unbundled loops (as provided for in the Service Interval Guide) in the following cities: Minneapolis/St. Paul, Phoenix, Denver, Portland, Seattle and Salt Lake City. In the fourth quarter 2000, Qwest will provide this option in Tucson, Arizona, Albuquerque, New Mexico; Fort Collins, Boulder and Colorado Springs, Colorado, Des Moines, Iowa, Omaha, Nebraska; Bismarck, North Dakota; and Billings, Montana. This option will include a firm order confirmation (FOC) within three (3) days of Qwest's receipt of an accurate order. Qwest will dispatch prior to the due date (DD) to test completely the loop in advance. If the results of the test performed on the unbundled loop show the loop fully functional, Qwest will contact CLEC, using a CLEC-supplied 800 number. CLEC agrees to accept delivery of the unbundled loop at that time. In addition, the Loop Information Test, which is

projected to be available by July 31, 2000, will provide additional information that may inform CLEC's decision as to whether to use the installation option described in this Section.

6. Beginning June 1, 2000, CLEC will be notified as soon as possible that requests for nonloaded copper loops cannot be met because pair gain is the only facility available. This process will be followed instead of allowing the request to be delayed and receive a Local Markets status. In addition, Qwest will provide CLEC with the multi-step Engineering Process that explains how orders are being processed on a going forward basis. This process is intended to reduce the number of orders being statuses to Local Markets. In addition, Qwest will offer an IDSL product in the second quarter 2000 in order to meet CLEC requirements.

**D. Customer Care Standards.**

Effective June 30, 2000, Qwest will implement a self-executing service performance program included in paragraphs 1 through 3 below that will be available to CLECs so long as CLEC purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region and based upon and subject to each and all of the following terms and conditions identified in paragraphs 1 through 3 below.

1. Qwest will provide monthly reports to CLEC on its performance during the previous month. Service performance credits will be self-executing, and all credits will be posted on the bill in the following month based on the schedules listed below. The program described in this Section will take effect June 30, 2000.

2. This standard set forth in this section will be assessed based on Qwest's overall performance in provisioning, on the original due date as specified in the Qwest Resale and Interconnection Service Interval Guide ("SIG"), all services in the interconnection agreement, on state-by-state average basis for unbundled loops in which CLEC has placed at least fifty (50) orders electronically for unbundled loops during the reported quarter. The following performance measurements and the accompanying credits identified in the matrices below are subject to the force majeure limitations in the Qwest Resale and Interconnection Service Interval Guide ("SIG") and the applicable interconnection agreement. In addition, the following performance measurements and credits will only apply if (a) the orders have been forecasted annually and updated quarterly in the manner requested by Qwest; (b) filling the orders does not require Qwest to build facilities, or (c) the other conditions identified in the SIG and/or the interconnection agreement have been met. In the case of unbundled loops, loop orders must be forecasted at the distribution area level at least sixty (60) days in advance.

Range (% installed within interval for the interconnection services)	Payment amount per quarter: Following June 30, 2000 until January 1, 2001	Range (% installed within interval for the interconnection services)	Payment amount per quarter: January 1, 2001 to December 31, 2001 assuming closure of merger
82.5% to 100%	No payment applies	85% to 100%	No payment applies
70% to 82.4%	\$1,000	72% to 84.9%	\$1,200
60% to 69.9%	\$2,000	62% to 71.9%	\$2,400

<60%	\$3,000	<62%	\$3,600
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3. Subject to the requirements and limitations contained in paragraph 2, if Qwest's performance for provisioning unbundled loops drops below 60% for one quarter in any one state in which CLEC has placed at least 50 orders that quarter in that state and purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region, Qwest and CLEC will jointly review the root cause of such performance in that state and identify processes to improve performance in that state. If Qwest's performance remains below 60% for two consecutive quarters in any one state in which CLEC has placed at least 50 orders in each quarter in that state for two consecutive quarters and purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region, Qwest will credit CLEC \$25,000 for that state's performance.

4. CLEC may elect to replace the standards identified in paragraphs 1-3 above with carrier-to-carrier wholesale standards that are adopted or approved by the applicable PUC or are negotiated between Qwest and CLEC. In no event shall Qwest be obligated to perform and provide credits under paragraphs 1-3 above and standards implemented by the applicable PUC.

5. The parties recognize that all providers share the responsibility for improving the functionality of the network with respect to circuit failures. Qwest and CLEC will work together to improve new installation performance. The parties will meet at least once within thirty (30) days following the execution of this Amendment to implement the program described in this Paragraph 5. Specifically, the parties will work cooperatively to develop an analysis of the root-cause of new installation troubles, specifically investigating customer premises equipment (CPE) functionality, customer premises problems other than CPE, electronics, and other issues that either of the parties believes to be a potential cause of new installation troubles, including circuit failures. Upon the later to occur of (a) the completion of that analysis, or (b) June 30, 2000, the parties will work jointly and in good faith to develop a service program, with customer-specific remedies, using the results of the analysis to reduce or eliminate new installation troubles, including circuit failures.

6. Effective with the execution of this Amendment, Qwest will begin providing CLEC access via the warm transfer process to the person who will handle its customer escalations. Qwest will work cooperatively with CLEC to develop other improved escalation procedures, including escalation procedures for customers designated by CLEC or customers in limited geographies. In addition, for a limited number of customers identified by CLEC, Qwest will also provide expanded and expedited escalation processes.

#### **E. Interim Shared Loop Price.**

Beginning immediately and until January 1, 2001, the interim shared loop price Qwest charges CLEC for line sharing will be \$0 in the following states: Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Beginning January 1, 2001, the interim shared loop price Qwest will charge CLEC for line sharing will be \$8.25. The interim rates identified in this paragraph will be subject to true up and will be replaced on a state-by-state basis as the jurisdictions complete shared loop cost docket proceedings.



## GENERAL TERMS AND CONDITIONS

1. Except as otherwise provided herein, this Amendment will take effect upon the execution of the Amendment by both parties. This Amendment will expire in its entirety on December 31, 2003.
2. The parties hereby agree that the terms and conditions of this Amendment modify and amend any existing interconnection agreements between CLEC and Qwest. Qwest agrees to include the terms and conditions of this Amendment in any future interconnection agreement between CLEC and Qwest while this Amendment remains in effect.
3. Nothing in this Amendment modifies the terms of the Line Sharing stipulation negotiated with the CLECs and approved by the Minnesota Commission on December 1, 1999.
4. Cost recovery for UNEs and other wholesale services, including, but not limited to those referenced in this settlement agreement, has been or will be established in various proceedings at rates to be determined by the appropriate regulatory body or bodies. CLEC acknowledges that it is Qwest's position that it is entitled to recover its costs and reasonable profit in accordance with the principles of the federal Telecommunications Act of 1996. Cost recovery and rates for UNEs and other wholesale services as determined in these proceedings will not be impacted by this settlement.
5. The Parties agree that this Amendment represents a compromise in the position of the Parties.
6. The Parties agree that this Amendment represents a just, equitable and reasonable resolution of various issues. The Parties acknowledge that this Amendment is the product of negotiations and compromise and shall not be construed against any Party on the basis that it was the drafter of any or all portions of this Amendment. This Amendment constitutes the Parties' entire agreement on all matters set forth herein, and it supersedes any and all prior oral and written understandings or agreements on said matters that previously existed or occurred in this proceeding, and no such prior understanding or agreement or related representations shall be relied upon by the Parties.
7. The Parties agree that the headings to this Amendment are not material to this Amendment and have no legal force or effect.
8. Except as otherwise specifically agreed upon in this Amendment, nothing contained herein shall be deemed to constitute a settled regulatory practice for the purpose of any other proceeding.
9. This Amendment may be executed in counterparts and by facsimile.



**2. 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.

**Ionex Communications North, Inc.**

*[Handwritten Signature]*  
Signature

Sue E. Weiske  
Name Printed/Typed

General Counsel  
Title

12-27-00  
Date

**Qwest Corporation**

*[Handwritten Signature]*  
Signature

Kevin Saville  
Name Printed/Typed

Director  
Title

12-27-00  
Date

# ATTACHMENT 1

## Collocation Augmentation

This matrix is broken down by type of equipment/installation augmentation.

This matrix provides for 30 calendar days construction interval associated with augmentation orders.

An assumption is made in this matrix that the Feasibility and Quote Process Interval can be reduced to current contract specific time-frame of 21 calendar days which is currently the best interval Qwest offers for these two combined processes to any Co-provider.

<u>Change Type</u>	Can Be Completed in 30 Day Construct Interval	Can Not Be Completed in 30 Day Construct Interval	If No. Anticipated Interval
POI Utility Hole		X	120
<b>Entrance Facility</b>			
Increase in # of Fiber Spliced	X		
Decrease in # of Fiber Spliced	X		
<b>AC Power</b>			
Adding Essential Power		X	90
Deleting Essential Power	X		
Increase in AC Outlets	X		
Request for Additional Lighting	X		
<b>Change in Entrance Facility Type</b>			
Change from Shared Fiber to Express Fiber		X	90
Change from Express Fiber to Shared Fiber		X	90
Change from Entrance Facilities to Finished Services (Provided the Facilities Exist)	X		
<b>DC Power</b>			
Increase in Current		X	90
Decrease in Current	X		
Increase to Two A&B Feeds		X	90

<u>Change Type</u>	Can Be Completed in 30 Day Construct Interval	Can Not Be Completed in 30 Day Construct Interval	If No, Anticipated Interval
Decrease to One A&B Feeds	X		
<b>Caged Physical Enclosure</b>			
Increase in Sq. Ft.	X		
Decrease in Sq. Ft.	X		
<b>Bays for Cageless Physical</b>			
Increase in # of Bays (Assuming Space is Available)	X		
Decrease in # of Bays	X		
<b>Interconnection Distribution Frame (ICDF)</b>			
Increase Terminations (Assuming Space is Available on Existing Frames)	X		
Decrease Terminations	X		
Request that Qwest Provide Tie Cable	X		
<b>Change in Collocation Type</b>			
Caged Physical to Cageless Physical		X	90
Caged Physical to Virtual		X	90
Virtual to Cageless Physical		X	90
<b>Additional Equipment Requiring Power, Space, or HVAC</b>			
Change in Central Office Equipment Requiring Additional Power		X	90
Change in Central Office Equipment Requiring Additional Space		X	90
Change in Central Office Equipment Requiring Additional HVAC		X	90
<b>Security</b>			
Deleting from List	X		

<u>Change Type</u>	Can Be Completed in 30 Day Construct Interval	Can Not Be Completed in 30 Day Construct Interval	If No. Anticipated Interval
Additions to List	X		
<b>Synchronization</b>		X	<input checked="" type="checkbox"/>
Eliminating Synchronization	X		
Adding Time Equipment		X	<input checked="" type="checkbox"/>

## ATTACHMENT 2

### Cable Augment Central Office List

Denver		
1	DNVRCODC	Denver Dry Creek
2	DNVRCOSL	Denver Sullivan
3	DNVRCOEA	Denver East
4	DNVRCOSW	Denver Southwest
5	DNVRCOCL	Denver Columbine
6	DNVRCOSH	Smokey Hill
7	BLDRCOMA	Boulder
8	LTTNCOMA	Littleton Main
9	LKWOCOMA	Lakewood Main
10	NGLNCOMA	Northglenn Main
Seattle		
11	BLLWASH	Bellevue Sherwood
12	RNTNWA01	Renton
13	STTLWALA	Seattle Lakeview
14	STTLWA04	Seattle Emerson
15	STTLWA05	Seattle Atwater
16	STTLWA03	Seattle East
17	TACMWAWV	Tacoma Waverly
18	STTLWACH	Seattle Cherry
19	STTLWASU	Seattle Sunset
20	KENTWA01	Kent Ulrich
Phoenix		
21	SCDLAZTH	Thunderbird
22	PHNXAZCA	Cactus
23	TEMPAZMC	McClintock
24	PHNXAZGR	Greenway
25	MESAAZG1	Gilbert
26	CHNDAZMA	Chandler Main
27	MESAAZMA	Mesa Main
28	SPRSAZWE	Super West
29	CHNDAZWE	Chandler West
30	DRVYAZNO	Phoenix DR Valley

### ATTACHMENT 3

#### Reclassification List

Priority	CLLI	State	Priority	CLLI	State
1	BLLVWAGL	WA	37	DESMIAEA	IA
2	ORCHWAD1	WA	38	DESMIASO	IA
3	STTLWA01	WA	39	OTWDUTMA	UT
4	FTCLCOMA	CO	40	OGDNUTMA	UT
5	DNVRCOMA	CO	41	SLKCUTEA	UT
6	ARVDCPMA	CO	42	OMAHNE84	NE
7	AURRCOMA	CO	43	OMAHNE90	NE
8	LACYWA01	WA	44	OMAHNECE	NE
9	CLSPCOMA	CO	45	PTLDOR17	OR
10	FTCLCOHM	CO	46	ORCYOR18	OR
11	GLDLAZMA	AZ	47	MLWYOR17	OR
12	STTLWAEL	WA	48	ANKNIACO	IA
13	VANCWA01	WA	49	KRNSUTMA	UT
14	DNVRCOCH	CO	50	OMAHNENW	NE
15	DNVRCOSE	CO	51	OMAHNEIZ	NE
16	LTTNCOHL	CO	52	OMAHNEOS	NE
17	TACMWALE	WA	53	PTLDOR14	OR
18	STTLWACA	WA	54	CNBIAWA	IA
19	VANCWANO	WA	55	OREMUTMA	UT
20	DNVRCOCP	CO	56	DRPRUTMA	UT
21	CLSPCOPV	CO	57	SLCYUTWE	UT
22	PHNXAZNW	AZ	58	OMAHNEFO	NE
23	SALMOR58	OR	59	OMAHNEHA	NE
24	PTLDOR11	OR	60	TCSNAZMA	AZ
25	DESMIADT	IA	61	TCSNAZNO	AZ
26	DESMIAAW	IA	62	TCSNAZRN	AZ
27	PTLDOR69	OR	63	TCSNAZCR	AZ
28	PTLDOR12	OR	64	TCSNAZEA	AZ
29	PTLDOR13	OR	65	ALBQNMCR	NM
30	DESMIANW	IA	66	ALBQNMNE	NM
31	DESMIAWS	IA	67	ALBQNMAC	NM
32	SLKCUTMA	UT	68	ALBQNMEA	NM
33	SLKCUTSO	UT	69	ALBQNMMA	NM
34	MRRYUTMA	UT	70	ALBQNMMSO	NM
35	PROVUTMA	UT	71	ALBQNMMSM	NM
36	PTLDOR18	OR	72	BLNGMTMA	MT

South Dakota Public Utilities Commission  
**WEEKLY FILINGS**

For the Period of February 15, 2001 through February 21, 2001

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: 605-773-1888

**TELECOMMUNICATIONS**

**TC01-015** In the Matter of the Filing for Approval of Third and Fourth  
Amendments to an Interconnection Agreement between Qwest  
Corporation and Ionex Communications North, Inc.

On February 20, 2001, Amendments numbered three and four to the interconnection agreement between Qwest Corporation ("Qwest") and Ionex Communications North, Inc. ("Ionex") were filed with the Commission for approval. According to the parties the Third Amendment is made in order to replace the Interim Line Sharing as set forth in Attachment 1 to the amendment. The Fourth Amendment reduces the intervals for (a) physical collocation (both caged and cageless) to forty-five (45) days, and (b) collocation augments to thirty (30) days based on certain terms and conditions set forth in 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 March 12, 2001. 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 D. Frazier  
Date Docketed: 02/20/01  
Initial Comments Due: 03/12/01

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

IN THE MATTER OF THE FILING FOR )	ORDER APPROVING THIRD
APPROVAL OF THIRD AND FOURTH )	AND FOURTH
AMENDMENTS TO AN INTERCONNECTION )	AMENDMENTS TO
AGREEMENT BETWEEN QWEST )	AGREEMENT
CORPORATION AND IONEX )	
COMMUNICATIONS NORTH, INC. )	TC01-015

On February 20, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) third and fourth amendments to an interconnection agreement between Ionex Communications North, Inc. (Ionex) and Qwest. The third amendment is made in order to replace the Interim Line Sharing Agreement Ionex entered into on May 11, 2000, and to add terms, conditions and rates for Line Sharing as set forth in Attachment 1 to the amendment. The fourth amendment reduces the intervals for (a) physical collocation (both rugged and unrigged) to forty-five (45) days, and (b) collocation augments to thirty (30) days based on certain terms and conditions set forth in the amendment.

On February 22, 2001, the Commission electronically transmitted notice of the filing of the third and fourth amendments to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until March 12, 2001, to do so. No comments were filed.

At its duly noticed April 17, 2001, meeting, the Commission considered whether to approve the negotiated third and fourth amendments to the agreement between Qwest and Ionex. 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 and fourth amendments do not discriminate against a telecommunications carrier that is not a party to the third and fourth amendments and the third and fourth amendments are consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the third and fourth amendments to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated third and fourth amendments to the agreement as described herein.

Dated at Pierre, South Dakota, this 24<sup>th</sup> day of April, 2001.

<p><b>CERTIFICATE OF SERVICE</b></p> <p>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.</p> <p>by <u>Alaine Kolbs</u></p> <p><u>4/24/01</u></p> <p align="center">(OFFICIAL SEAL)</p>
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BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner