

TC02-003

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TC02-003

DOCKET NO. \_\_\_\_\_

In the Matter of — IN THE MATTER OF THE FILING FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

**Public Utilities Commission of the State of South Dakota**

DATE	MEMORANDA
<i>1/9 02</i>	<i>Filed and Docketed;</i>
<i>1/10 02</i>	<i>Weekly Filings;</i>
<i>2/8 02</i>	<i>Order Approving Amendment to Agreement;</i>
<i>2/8 02</i>	<i>Docket Closed.</i>

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January 7, 2002

RECEIVED

JAN 09 2002

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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

Re: Filing of Amendment for CLEC-to-CLEC Cross-Connections to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc.  
Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of Amendment for CLEC-to-CLEC Cross Connections to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. ("McLeod") 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 McLeodUSA Telecommunications Services, Inc. and U S WEST Communications, Inc. which was approved by the Commission effective July 23, 1999 in Docket No. TC99-057.

This Amendment is made in order to add to the Agreement the terms, conditions and charges for CLEC-to-CLEC Cross-Connections as set forth in Attachment 1 and Exhibit A, attached to the Amendment and incorporated therein.

McLeod has authorized Qwest to submit this Amendment on McLeod's behalf.

Sincerely yours,  
BOYCE, MURPHY, MCDOWELL  
& GREENFIELD, L.L.P.

*Tom Welk*

Thomas J. Welk

TJW/vjj  
Enclosures

cc: Ms. Laurainne Harding – McLeod (enclosure letter only)  
Ms. Colleen Sevard  
Ms. Ruth Benston (enclosure letter only)

**Amendment for: CLEC-to-CLEC Cross-Connections  
To the Interconnection Agreement  
between  
McLeodUSA Telecommunications Services, Inc.  
and  
Qwest Corporation  
South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation, and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation.

**RECITALS**

WHEREAS, the Parties 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 July 23, 1999, as referenced in Docket No. TC99-057 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms, conditions and charges 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, to the Agreement, the terms, conditions and charges for CLEC-to-CLEC Cross-Connections, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**2. Effective Date**

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


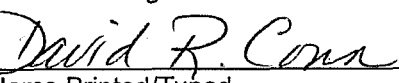

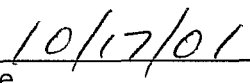
**3. Further Amendments**

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. This Amendment shall constitute the entire Agreement between the

Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**McLeodUSA Telecommunications Services, Inc.**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### 1.0 CLEC-to-CLEC Cross-Connections

1.1 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent technically feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLEC's preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other technically feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other technically feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of CLEC, to any end user's Premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation or separately from a Collocation Application in accordance with the Ordering Section 1.4 below. CLEC-to-CLEC Cross-Connections at an ICDF are available, as follows:

#### 1.1.1 CLEC-to-CLEC Cross-Connections at the ICDF.

1.1.1.1 CLEC-to-CLEC Cross-Connection (COCC-X) is defined as CLEC's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

1.1.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF cross-connections must terminate on the same ICDF at the same service rate level.

1.1.1.3 If CLEC has its own Dedicated ICDF, the CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

1.1.1.4 CLEC is responsible for the end-to-end service design that uses ICDF cross-connection to ensure that the resulting service meets its

customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required.

1.1.1.5 If two CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross-Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

1.2 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the Qwest Premises;
- b) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- c) Type and Quantity of Terminations;
- d) Billing Contact.

1.2.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days after receipt of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

1.3 Acceptance – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

1.4 Ordering – CLEC to CLEC Connections

1.4.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 1.2 above. Qwest will perform a feasibility study to determine if adequate cable racking can be found for the

placement of CLEC's copper, coax, or fiber optic cable, or any other technically feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application

1.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

1.4.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar days of receipt of Collocation Application. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

1.4.3 Acceptance -- There are two forms of Acceptance for CLEC-to-CLEC Connections:

1.4.3.1 CLEC-to-CLEC Connections with existing cable rack. -- CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

1.4.3.2 CLEC-to-CLEC Connections using new cable rack. -- Upon receipt of a complete Acceptance from CLEC, as described in Section 1.3 above, Qwest will begin construction of the new cable rack.

1.4.4 Interval -- Pursuant to Section 1.4.3.2 above, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

Exhibit A  
SouthDakota

Amendment		Recurring	Nonrecurring	Notes
<b>8.6 CLEC to CLEC</b>				
8.6.1	CLEC to CLEC Quote Preparation Fee		\$1,059.30	1
8.6.2	Flat Charge (Design Engineering & Installation - No Cables)		\$769.65	1
8.6.3	Cable Racking, Per Foot			
	DS0	\$0.22905		1
	DS1	\$0.24098		1
	DS3	\$0.21333		1
8.6.4	Virtual Connections (if applicable - Connections only No Cables)			
	DS0 (Per 100 Connections)		\$216.64	1
	DS1 (Per 28 Connections)		\$98.81	1
	DS3 (Per 1 Connection)		\$8.55	1
8.6.5	Cable Hole (if Applicable)		\$451.06	1
8.6.6	CLEC to CLEC Cross-Connection		\$247.94	1

NOTES:

\* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

[1] Rates addressed in Cost Docket . (TELRIC based where required.)



**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**

**For the Period of January 3, 2002 through January 9, 2002**

**If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact  
Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809**

**CONSUMER COMPLAINTS**

**CT02-001      In the Matter of the Complaint filed by Rich Widman, Brookings, South Dakota, against  
Sprint Communications Company L.P. Regarding Continuous Disconnects and Poor  
Service.**

Complainant states that his business 800# has been disconnected by Sprint every month since October 2001. Complainant has his account set up for automatic payment each month by Sprint accessing his credit card. Each month Sprint informs him that the problem will be fixed. Complainant was told he would be given a \$25.00 credit which he has never received. Complainant requests that Sprint pay him \$5,000.00 for his time, lost business income, lost clients, stress and for being told three times that he would not lose service again. Complainant would also like the Public Utilities Commission to fine Sprint in the amount the Commission deems necessary to ensure that Sprint does not treat any other customer in a way that he has been treated.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 01/04/02  
Intervention Deadline: N/A

**CT02-002      In the Matter of the Complaint filed by Mark and Joi Hasz, Menno, South Dakota, against  
MCI WorldCom Regarding False and Misleading Rate Information.**

Complainants allege that they did not receive the rates for long distance services that were quoted by the telemarketer. They allege that they would not have switched their phone services if they had been provided correct rate information. The complainants are requesting to have the switching fees for two lines for instate and out of state long distance services, totaling \$20.00 refunded and to have all MCI charges cancelled.

Staff Analyst: Charlene Lund  
Staff Attorney: Kelly Frazier  
Date Docketed: 01/04/02  
Intervention Deadline: N/A

**CT02-003      In the Matter of the Complaint filed by Linda Barker, Sioux Falls, South Dakota, against  
AT&T Communications of the Midwest, Inc. Regarding Increased Rates and Failure to  
Disconnect.**

Complainant states that when she transferred her long distance service from AT&T to MCI, it was her understanding that her entire account would be canceled. Complainant's calling card was not canceled by AT&T and when the card was used by her son, the calls were carried by AT&T and the complainant was charged much higher rates than what she had originally agreed to pay when she accepted the calling card. Complainant was not notified that the card would not be canceled nor was she notified that her rates would increase. Complainant requests that AT&T lower the rate on her bill to .25 per minute as this was the rate she was told she would pay when she agreed to the card. She also feels that consumers should be notified by AT&T prior to raising their rates. Complainant would like the Public Utilities Commission to support legislation in the South Dakota Legislature to notify consumers when long distance companies or calling card companies change long distance

rates on existing plans without notifying consumers.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 01/09/02  
Intervention Deadline: N/A

## TELECOMMUNICATIONS

**TC02-001      In the Matter of the Filing for Approval of an Amendment to a Wireless Interconnection Agreement between Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless, as Successor-in-Interest to CommNet Cellular, Inc.**

On January 3, 2002, the Commission received for approval a filing of an Amendment to Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and Cellco Partnership d/b/a Verizon Wireless (VZW) for the State of South Dakota. According to the parties the Agreement is a negotiated agreement and the Amendment is made to implement the requirements of the Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider bound traffic. 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 January 23, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 01/03/02  
Initial Comments Due: 01/23/02

**TC02-002      In the Matter of the Filing for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and VarTec Telecom, Inc.**

On January 7, 2002, the Commission received for approval a Filing of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and VarTec Telecom, Inc. (VarTec) for the State of South Dakota. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which both parties are providing local exchange services at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 28, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 01/07/02  
Initial Comments Due: 01/28/02

**TC02-003      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.**

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and McLeodUSA Telecommunications Services, Inc. (McLeod). According to the parties, the agreement is a negotiated agreement and is made in order to add to

the agreement the terms, conditions and charges for CLEC-to-CLEC Cross-Connections as set forth in Attachment 1 and Exhibit A attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 01/09/02  
Initial Comments Due: 01/29/02

**TC02-004      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Integra Telecom of South Dakota, Inc.**

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Integra Telecom of South Dakota, Inc. (Integra). According to the parties, the agreement is a negotiated agreement and is made in order to add terms, conditions and rates for Enhanced Extended Loop to the agreement, as set forth in Attachment 1 and Exhibits A, B and C attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 01/09/02  
Initial Comments Due: 01/29/02

**TC02-005      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C.**

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and TW Wireless, L.L.C. (TW Wireless). According to the parties, the agreement is a negotiated agreement and is made in order to add terms and conditions for the Single Point of Presence (SPOP) in the LATA, as set forth in Attachment 1 and Exhibit A attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 01/09/02  
Initial Comments Due: 01/29/02

**TC02-006      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.**

On January 9, 2002, the Commission received a filing from Qwest Corporation (Qwest) for approval of an amendment to the interconnection agreement between Qwest and Midcontinent Communications, Inc. (Midcontinent). According to the parties, the agreement is a negotiated agreement and is made in order to add the terms and conditions for Single Point of Presence in the LATA, as set forth in Attachment 1 and Exhibit A attached to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 29, 2002. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier

Date Docketed: 01/09/02

Initial Comments Due: 01/29/02

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

IN THE MATTER OF THE FILING FOR ) APPROVAL OF AN AMENDMENT TO AN ) INTERCONNECTION AGREEMENT BETWEEN ) QWEST CORPORATION AND MCLEODUSA ) TELECOMMUNICATIONS SERVICES, INC. )	ORDER APPROVING AMENDMENT TO AGREEMENT  TC02-003
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On January 9, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Qwest. The Amendment is made in order to add to the agreement the terms, conditions and charges for CLEC-to-CLEC Cross-Connections as set forth in Attachment 1 and Exhibit A, attached to the amendment.

On January 10, 2002, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until January 29, 2002, to do so. No comments were filed.

At its duly noticed February 5, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and McLeod. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendment does not discriminate against a telecommunications carrier that is not a party to the amendment and the amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the amendment to the agreement. It is therefore

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

Dated at Pierre, South Dakota, this 8<sup>th</sup> day of February, 2002.

<b>CERTIFICATE OF SERVICE</b>	
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>Melaine Kalbs</u>
Date:	<u>2/11/02</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

*James A. Burg*  
 JAMES A. BURG, Chairman

*Pam Nelson*  
 PAM NELSON, Commissioner

*Robert K. Sahr*  
 ROBERT K. SAHR, Commissioner