

1720-2021

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In the Matter of _____
_____ IN THE MATTER OF THE FILING FOR
_____ APPROVAL OF AN AMENDMENT TO
_____ AN INTERCONNECTION AGREEMENT
_____ BETWEEN QWEST CORPORATION
_____ AND NEW EDGE NETWORK, INC.
_____ D/B/A NEW EDGE NETWORKS

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
2/22 02	<i>Filed and Docketed;</i>
2/28 02	<i>Weekly Filing;</i>
4/19 02	<i>Order Approving Amendment to Agreement;</i>
4/19 02	<i>Docket Closed</i>

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RECEIVED

February 20, 2002

FEB 22 2002

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

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Filing of Amendment for Unbundled Loops and Unbundled Dedicated Interoffice Transport (UDIT) to the Interconnection Agreement between New Edge Network, Inc. dba New Edge Networks and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Ms. Elofson:

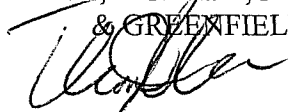
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of Amendment for Unbundled Loops and Unbundled Dedicated Interoffice Transport (UDIT) to the Interconnection Agreement between New Edge Network, Inc. dba New Edge Networks ("New Edge") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between New Edge Network, Inc. dba New Edge Networks and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission effective January 12, 2000 in Docket No. TC99-109.

This amendment is made in order to replace in its entirety, the terms, conditions and rates for Unbundled Loops and Unbundled Dedicated Interoffice Transport (UDIT) to the Agreement or any associated Amendment, as set forth in Attachments 1 and 2 and Exhibits A and B to this Amendment.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj
Enclosures

cc: Stacey Waddell – Vice President Carrier Relations – New Edge (enclosure letter only)
Ms. Colleen Sevold
Ms. Luba Hromyk (enclosure letter only)

**Amendment for Unbundled Loops and
Unbundled Dedicated Interoffice Transport (UDIT)
To the Interconnection Agreement
between
Qwest Corporation
and
New Edge Network, Inc. dba New Edge Networks
For the State of South Dakota**

RECEIVED

FEB 22 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and New Edge Network, Inc. dba New Edge Networks ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, in the state of South Dakota, that was approved by the South Dakota Public Utilities Commission ("Commission") on January 12, 2000 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms and conditions contained herein.

AGREEMENT

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

1. Amendment Terms.

This Amendment is made in order to replace in its entirety, the terms, conditions and rates for Unbundled Loops and Unbundled Dedicated Interoffice Transport (UDIT), to the Agreement or any associated Amendment, as set forth in Attachments 1 and 2 and Exhibits A and B to this Amendment, attached hereto and incorporated herein.

2. Effective Date.

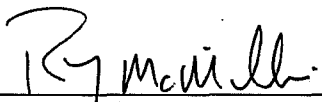
This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates 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.

**New Edge Network, Inc. dba
New Edge Networks**



Authorized Signature

Robert V. McMillin

Name Printed/Typed

Director - Interconnection

Title

2/7/02

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

2/12/02

Date

ATTACHMENT 1

9.2 Unbundled Loops

9.2.1 Description

Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, Qwest's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, IDSL, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide to CLEC on a non-discriminatory basis Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

9.2.2.2 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, IDSL, DS1 or DS3 capable and ADSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by Qwest.

9.2.2.3.1 Qwest shall provide other unbundled fiber and high capacity loops, to CLEC where facilities are available and existing on an ICB basis. Such loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the unbundled loop will be provided. DC continuity is not inherent in these services. ICB nonrecurring and recurring charges shall apply for provisioning of the unbundled high capacity loops.

9.2.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.*, "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.5 When CLEC requests an IDSL Loop or a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the Central Office Terminal ("COT") and Remote Terminal ("RT") in order to make the Loop either IDSL or ISDN Capable. The ISDN Capable and the IDSL Loop may also require conditioning (*e.g.*, removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Amendment. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.6 For DS1 or DS3 Capable Loop, Qwest will provide access to the existing electronics at both ends including any intermediate repeaters.

9.2.2.6.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.

9.2.2.6.2 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, IDSL, DS1 or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations.

9.2.2.8 When CLEC requests an ADSL Qualified Loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.9 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

9.2.2.9.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. Qwest will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Amendment.

9.2.2.9.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or the service order. Qwest will perform the required performance tests to ensure the new circuit meets basic required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by Qwest. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Amendment.

9.2.2.9.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. Qwest will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment. The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**

No, Opens, Grounds, Shorts, or Foreign Volts.

Insertion Loss = 0 to -8.5 dB at 1004 Hz (long loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)

Automatic Number Identification (ANI) when dial-tone is present

- **2-Wire and 4-Wire Non-Loaded Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts.

Insertion Loss = 0 to -8.5 dB at 1004 Hz (longer loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)

Automatic Number Identification (ANI) when dial-tone is present

Digital Capable Loops

- **Basic Rate ISDN Capable Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts.

Insertion Loss = ≤ 42 dB at 40 kHz

Errored Second and Severely Errored Second Testing per Technical Publication 77384, where test capability exists.

- **IDSL Loops**

No Load Coils, Opens, Grounds, Shorts or Foreign Volts.

Insertion Loss = < 42 dB at 40 kHz

Errored Second and Severely Errored Second Testing per Technical Publication 77384, where test capability exists

- **DS1 Capable Loops**

Access, Errored Second and Severely Errored Second Testing

- **DS3 Capable Loops**

Access, Errored Second and Severely Errored Second Testing per ANSI Standard T1.510

- **ADSL Qualified Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts.

Noise

Insertion Loss = ≤ 41 dB at 196 kHz

9.2.2.9.4 Coordinated Installation without Testing for Existing Service.

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing Qwest or other CLEC end user changing to CLEC, this option remains a procedure in which Qwest disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, Qwest will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is

initiated, CLEC will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, Qwest will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment.

9.2.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in Attachment 2 of this Amendment.

9.2.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of the Agreement.

9.2.2.12 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, Qwest will honor the direction of the end user.

(a) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section will also be billed to CLEC.

(b) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with CLEC's order, the end user's service will be reconnected to the original local service provider.

9.2.2.13 Facilities and lines furnished by Qwest on the Premises of CLEC's end user up to and including the NID or equivalent are the property of Qwest. Qwest must have access to all such facilities for network management purposes. Qwest's employees and agents may enter said Premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.

9.2.2.14 Unbundled Loops include the facilities between the Qwest distribution frame up to and including Qwest's NID located at CLEC's end user premises.

9.2.2.15 When requested by Qwest, CLEC must submit a disconnect order to Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another CLEC to provide service to that end-user location.

9.2.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A of this Amendment.

9.2.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's Premises to a Qwest Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies, including but not limited to, metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.

9.2.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's Premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.

9.2.3.3 Digital Capable Loops - Basic rate ISDN, IDSL and DS1 capable Loops. Basic rate ISDN, IDSL and DS1 capable Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's Premises to a Qwest CO-NI. Basic Rate ISDN, IDSL and DS1 capable unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

9.2.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

9.2.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops - described in Exhibit A, include the following:

- (a) Installation charges;
- (b) Conditioning charge.

9.2.3.6 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are found in Exhibit A.

9.2.3.7 Out of Hours Coordinated Installations

9.2.3.7.1 For purposes of this Section, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Out of hours installations are only 5:00 p.m. to 10:00 p.m., local time, Monday through Friday and 8:00 a.m. to 12:00 p.m., local time, Saturday.

9.2.3.7.2 Out of Hours installations permit CLEC to select a coordinated installation outside of Qwest's installation hours. For planning purposes, CLEC shall provide Qwest with a forecast of out of hours coordinated installations at least two weeks prior to CLEC placing an order in a particular state. Forecasts should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.

9.2.3.7.3 CLEC shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time outside. In the Remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.

9.2.3.7.4 The date and time for out of hours coordinated installations may need to be negotiated between Qwest and CLEC because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).

9.2.3.7.5 CLEC will incur additional charges for out of hours coordinated installations. These charges will be the overtime rates. Refer to Exhibit A for these charges.

9.2.3.7.6 Qwest will provide FOCs (Firm Order Commitments) to CLECs according to the PO-5 performance measure. For unbundled loops, the FOC is an acknowledgment that Qwest has received the service request. The FOC does not indicate that Qwest has compatible facilities to fulfill the service order by the requested due date. The FOC for orders requesting over 24 unbundled loops will be treated on an ICB basis.

9.2.3.8 CLEC is responsible for its own end user base and has responsibility for resolution of service problems. CLEC will perform trouble isolation on Unbundled Networks Elements prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve service problems. When the trouble is not in Qwest's network, the trouble report will be referred back to CLEC and Defective Service Isolation Charges will apply.

9.2.4 Ordering Process

9.2.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of the Agreement.

9.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Terms and Conditions Section of the Agreement.

9.2.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

9.2.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 7:00 p.m. The service interval will begin on the next business day for service requests received after 7:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

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

9.2.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops, IDSL, DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit B to this Amendment.

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

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

9.2.5 Maintenance and Repair

9.2.5.1 CLEC 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. CLEC

will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, CLEC shall be assessed the applicable time and materials charges.

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

9.2.5.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in Qwest's facilities, a trouble isolation charge/Defective Service Isolation charge shall apply. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

ATTACHMENT 2

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between two Qwest Wire Centers in the same LATA and state. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDITs and UDITs are available in DS1 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. UDIT is also available in DS0 bandwidth. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in U S WEST Technical Publication 77389.

9.6.1.2 An Unbundled Multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering a UNE Combination, Qwest will perform requested and necessary cross-connections between UNEs. CLEC is responsible for performing cross connections within their Collocation between UDIT, EUDIT and other UNEs, ancillary services and finished services and transmission design work, including regeneration requirements for such connections.

9.6.2.2 CLEC must order all multiplexing elements and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will not be processed until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT.

9.6.2.4 CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users in association with local exchange services.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

(a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

(b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

(c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

(d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

(e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- (a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- (b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.
- (c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.
- (d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.
- (e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- (a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- (b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.
- (c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- (a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- (b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

(c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

(d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

(e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

(a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

(b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

(c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

(d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

(e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following:

(a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

(b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

9.6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following charges:

- (a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to twenty four (24) 64 Kbps channels.
- (b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all twenty four (24) channels.
- (c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Amendment.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section of the Agreement.

9.6.4.1.2 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. The service intervals have been established and are set forth in Exhibit B, Section 2.0 to this Amendment.

9.6.4.1.3 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders:

- (a) Service date changes;
- (b) Partial cancellation;
- (c) Design change; and
- (d) Expedited order.

9.6.4.1.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

9.6.4.1.5 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of the Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC demarcation point and will notify CLEC when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests when installing UDIT service.

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on the CLEC demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit B.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

**Exhibit A
SouthDakota***

9.2 Unbundled Loops			
9.2.1 Analog Loops			
2-Wire Voice Grade			
			See Installation options, Section 9.2.4
	Zone 1	\$17.01	
	Zone 2	\$18.54	
	Zone 3	\$24.37	
4-Wire Voice Grade			
	Zone 1	\$31.72	
	Zone 2	\$34.59	
	Zone 3	\$45.46	
9.2.2 Non-loaded Loops			
9.2.2.1	2-wire Non-loaded Loop	Same as Analog in 9.2.1	See Installation options, Section 9.2.4 and See also Section 9.2.2.3
9.2.2.2	4-wire Non-loaded Loop	Same as Analog in 9.2.1	See Installation options, Section 9.2.4 and See also Section 9.2.2.3
9.2.2.3 Cable Unloading/Bridge Tap Removal			
			\$58.50
9.2.3 Digital Capable Loops			
Basic Rate ISDN / xDSL - I Capable / ADSL Compatible Loop			
	Zone 1	\$17.01	
	Zone 2	\$18.54	
	Zone 3	\$24.37	
DS1 Capable Loop			
	Zone 1	\$78.54	1
	Zone 2	\$80.58	1
	Zone 3	\$87.89	1
DS3 Capable Loop			
	Zone 1	\$957.81	1
	Zone 2	\$1,005.76	1
	Zone 3	\$1,201.41	1
OC - n Capable Loop			
	OC - 3	\$851.53	10
	OC - 12	\$1,292.65	10
	OC - 48	\$3,359.92	10
2-Wire Extension Technology			
		\$21.49	
9.2.4 Loop Installation Charges for 2 & 4 wire Analog / Non Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.		See related monthly recurring Loop charges above.	

**Exhibit A
SouthDakota***

9.2.4.1	Basic Installation			
	First		\$106.29	
	Each Additional		\$58.44	
9.2.4.2	Basic Installation with Performance Testing			
	First		\$170.79	
	Each Additional		\$86.61	
9.2.4.3	Coordinated Installation with Cooperative Testing			
	First		\$218.00	
	Each Additional		\$133.81	
9.2.4.4	Coordinated Installation without Cooperative Testing			
	First		\$218.00	
	Each Additional		\$133.81	
9.2.4.5	Basic Install with Cooperative Testing			
	First		\$190.52	1
	Each Additional		\$134.81	1
9.2.4.6	Project Coordinated Installation (25 or more DSO Unbundled Loops)			
	First		\$218.00	10
	Each Additional		\$133.81	10
9.2.5	DS1 Loop Installation Charges	See related monthly recurring Loop charges above.		
9.2.5.1	Basic Installation			
	First		\$171.18	1
	Each Additional		\$116.93	1
9.2.5.2	Basic Installation with Performance Testing			
	First		\$300.80	1
	Each Additional		\$206.80	1
9.2.5.3	Coordinated Installation with Cooperative Testing			
	First		\$339.44	1
	Each Additional		\$206.80	1
9.2.5.4	Coordinated Installation without Cooperative Testing			
	First		\$179.99	1
	Each Additional		\$125.74	1
9.2.5.5	Basic Install with Cooperative Testing			
	First		\$300.80	1
	Each Additional		\$206.80	1
9.2.5.6	Project Coordinated Installation			
	First		\$339.44	10
	Each Additional		\$206.80	10
9.2.6	DS3 Loop Installation Charges	See related monthly recurring Loop charges above.		
9.2.6.1	Basic Installation			
	First		\$171.18	1
	Each Additional		\$116.93	1
9.2.6.2	Basic Installation with Performance Testing			
	First		\$300.80	1
	Each Additional		\$206.80	1

**Exhibit A
SouthDakota***

9.2.6.3	Coordinated Installation with Cooperative Testing			
	First		\$339.44	1
	Each Additional		\$206.80	1
9.2.6.4	Coordinated Installation without Cooperative Testing			
	First		\$179.99	1
	Each Additional		\$125.74	1
9.2.6.5	Basic Install with Cooperative Testing			
	First		\$300.80	1
	Each Additional		\$206.80	1
9.2.6.6	Project Coordinated Installation			
	First		\$339.44	10
	Each Additional		\$206.80	10
9.2.7	OC - 3, 12, 48 Loop Installation Charges	See related monthly recurring Loop charges above.		
9.2.7.1	Basic Installation			
	First		\$171.18	10
	Each Additional		\$116.93	10
9.2.7.2	Basic Installation with Performance Testing			
	First		\$300.80	10
	Each Additional		\$206.80	10
9.2.7.3	Coordinated Installation with Cooperative Testing			
	First		\$339.44	10
	Each Additional		\$206.80	10
9.2.7.4	Coordinated Installation without Cooperative Testing			
	First		\$179.99	10
	Each Additional		\$125.74	10
9.2.7.5	Basic Install with Cooperative Testing			
	First		\$300.80	10
	Each Additional		\$206.80	10
9.2.7.6	Project Coordinated Installation			
	First		\$339.44	10
	Each Additional		\$206.80	10

**Exhibit A
SouthDakota***

		Recurring Fixed	Recurring Per Mile	Nonrecurring	
9.6 Unbundled Dedicated Interoffice Transport (UDIT)					
9.6.1	DS0 UDIT			\$297.82	1
	DS0 Over 0 to 8 Miles	\$17.14	\$0.09		
	DS0 Over 8 to 25 Miles	\$17.12	\$0.12		
	DS0 Over 25 to 50 Miles	\$17.13	\$0.11		
	DS0 Over 50 Miles	\$17.14	\$0.07		
9.6.2	DS1 UDIT			\$341.32	1
	DS1 Over 0 to 8 Miles	\$34.75	\$0.95		
	DS1 Over 8 to 25 Miles	\$34.76	\$1.82		
	DS1 Over 25 to 50 Miles	\$34.76	\$1.77		
	DS1 Over 50 Miles	\$34.75	\$1.23		
9.6.3	DS3 UDIT			\$341.32	1
	DS3 Over 0 to 8 Miles	\$236.22	\$10.43		
	DS3 Over 8 to 25 Miles	\$236.53	\$10.83		
	DS3 Over 25 to 50 Miles	\$236.71	\$9.91		
	DS3 Over 50 Miles	\$243.94	\$24.44		
9.6.4	OC-3 UDIT			\$341.32	1
	OC-3 Over 0 to 8 Miles	\$793.57	\$212.15		1
	OC-3 Over 8 to 25 Miles	\$799.22	\$67.64		1
	OC-3 Over 25 to 50 Miles	\$768.14	\$88.26		1
	OC-3 Over 50 Miles	\$787.86	\$6,154.00		1
9.6.5	OC-12 UDIT			\$341.32	1
	OC-12 Over 0 to 8 Miles	\$2,213.65	\$92.66		1
	OC-12 Over 8 to 25 Miles	\$2,213.65	\$94.17		1
	OC-12 Over 25 to 50 Miles	\$2,213.65	\$105.06		1
	OC-12 Over 50 Miles	\$2,213.65	\$123.61		1
9.6.6	OC-48 UDIT			\$341.32	1
	OC-48 Over 0 to 8 Miles	\$7,301.45	\$308.86		1
	OC-48 Over 8 to 25 Miles	\$7,301.45	\$314.66		1
	OC-48 Over 25 to 50 Miles	\$7,301.45	\$377.55		1
	OC-48 Over 50 Miles	\$7,301.45	\$474.59		1
			Recurring	Nonrecurring	
9.6.7	DS0 UDIT Low Side Channelization		\$13.12		1
	DS1/DS0 Low Side Channelization		\$7.78	\$231.94	1
9.6.8	Multiplexing				
	DS1 to DS0		\$181.28	\$280.77	
	DS3 to DS1		\$254.95	\$2,484.94	1
9.6.9	Extended Unbundled Dedicated Interoffice Transport				
	DS1 E-UDIT		\$82.59	\$515.80	
	DS3 E-UDIT		\$336.99	\$611.86	
	OC-3 E-UDIT		\$852.41	\$397.88	1
	OC-12 E-UDIT		\$1,295.06	\$397.88	1
	OC-48 E-UDIT		\$3,372.07	\$397.88	1
9.6.10	UDIT Rearrangement				
	DS0 Single Office			\$170.46	1
	DS0 Dual Office			\$211.86	1
	High Capacity Single Office			\$230.55	1
	High Capacity Dual Office			\$257.27	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.)

[10] Rates not addressed in the Cost Docket .

**EXHIBIT B
SERVICE INTERVAL TABLES***

1.0 Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:

- (a) Established Service Intervals 2/4 Wire Analog (Voice Grade), 2-Wire Analog Distribution Loop:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days
d)	25 or more	ICB

- (b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days
d)	25 or more	ICB

- (c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days

- (d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:

a)	1 – 24 lines	9 Business days
b)	25 or More	ICB

- (e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	7 Business days
b)	4 or more	ICB

- (f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

a)	1-24 lines	3 Business days
d)	25 or More	ICB

- (g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

a)	1-8 lines	15 Business days
b)	9 or more	ICB

**EXHIBIT B
SERVICE INTERVAL TABLES***

- (h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

24 Hours OSS
48 Hours AS

- (i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and Ocn Capable Loops:

4 Hours

- (j) Quick Loop

a)	1 to 8 Lines	Three (3) Business Days
b)	9 to 16 Lines	Three (3) Business Days
c)	17 to 24 Lines	Three (3) Business Days
d)	25 or more Lines	ICB

Quick Loop with Number Portability

a)	1 to 8 Lines	Three (3) Business Days
b)	9 to 24 Lines	Four (4) Business Days
c)	25 or more Lines	ICB

- (k) OCn Loop

1 or more Lines	ICB
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- (l) Shared Distribution Loop

1 or more Lines	Five (5) Business Days
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**EXHIBIT B
SERVICE INTERVAL TABLES***

2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, EUDIT, UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days	4 hrs. High Density
		Low Density: Six (6) Business Days	4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs. High Density
		Low Density: Seven (7) Business Days	4 hrs. Low Density
17 to 24	High Density: Seven (7) Business Days	4 hrs. High Density	
	Low Density: Eight (8) Business Days	4 hrs. Low Density	
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days	4 hrs High Density
		Low Density: Eight (8) Business Days	4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
17 to 24	High Density: Seven (7) Business Days	4 hrs High Density	
	Low Density: Ten (10) Business Days	4 hrs Low Density	
	25 or more	ICB	4 hrs
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs
UDIT AND EUDIT Facility	Single Band Width	UDIT Interval + 3 days	

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of February 21, 2002 through February 27, 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 report. Phone: 605-773-3705 Fax: 605-773-3809

ELECTRIC

EL02-003 In the Matter of the Petition of West River Electric Association, Inc. for a Declaratory Ruling Regarding Service Territory Rights Concerning Black Hills Power, Inc. and West River Electric Association, Inc.

West River Electric Association, Inc. (WREA) has filed a petition with the South Dakota Public Utilities Commission for a declaratory ruling in regard to the following issues:

- A. Whether Black Hills Power, Inc. is rendering or has extended service within WREA's territory in violation of SDCL 49-34A-42.
- B. Whether WREA has the right to provide future electrical service to the Rapid City Waste Treatment Facility located within WREA's assigned service area.

Staff Analyst: Martin Bettmann

Staff Attorney: Karen Cremer

Date Docketed: 02/21/02

Intervention Deadline: 03/15/02

TELECOMMUNICATIONS

TC02-019 In the Matter of the Filing by New Edge Network, Inc. d/b/a New Edge Networks for Approval of Relief of Certification Requirement to Post Surety Bond.

In an Order dated December 8, 1999, the Commission granted New Edge Network, Inc. d/b/a New Edge Networks (New Edge) authority to provide interexchange and local exchange telecommunications services in South Dakota, subject to a continuous \$25,000 surety bond. On February 21, 2002, the Commission received a filing from New Edge requesting relief from the Commission's bond requirement.

Staff Analyst: Keith Senger

Staff Attorney: Karen Cremer

Date Docketed: 02/21/02

Intervention Deadline: 03/08/02

TC02-020 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company.

On February 22, 2002, the Commission received for approval a filing of an Amendment to the Wireline Interconnection Agreement between Qwest Corporation (Qwest) and Covad Communications Company for the State of South Dakota (Covad). According to the parties the Amendment is a negotiated amendment which is made in order to add terms and conditions for testing on Shared Loops and adding paragraph 19.A to the Repair and Maintenance section of the Agreement as 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 14, 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: 02/22/02
Initial Comments Due: 03/14/02

TC02-021 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and New Edge Network, Inc. d/b/a New Edge Networks.

On February 22, 2002, the Commission received for approval a filing of an Amendment for Unbundled Loops and Unbundled Dedicated Interoffice Transport (UDIT) to the Interconnection Agreement between New Edge Network, Inc. (New Edge) and Qwest Corporation (Qwest). According to the parties the Amendment is a negotiated amendment which is made in order to replace in its entirety, the terms, conditions and rates for Unbundled Loops and Unbundled UDIT to the agreement or any associated amendment, as set forth in Attachments 1 and 2 and Exhibits A and B of 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 14, 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: 02/22/02
Initial Comments Due: 03/14/02

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

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF AN AMENDMENT TO AN)	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
QWEST CORPORATION AND NEW EDGE)	
NETWORK, INC. D/B/A NEW EDGE)	TC02-021
NETWORKS)	

On February 22, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between New Edge Network, Inc. d/b/a New Edge Networks (New Edge) and Qwest. The amendment is made in order to replace in its entirety, the terms, conditions and rates for Unbundled Loops and Unbundled Dedicated Interoffice Transport (UDIT) to the agreement or any associated amendment, as set forth in Attachments 1 and 2 and Exhibits A and B to this amendment.

On February 28, 2002, the Commission electronically transmitted notice of the filing of the fifth amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until March 14, 2002, to do so. No comments were filed.

At its duly noticed April 17, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and New Edge. 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 19th day of April, 2002.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Aldino Kelbo</i></u>
Date: <u>4/23/02</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