

KF

169C-025

In the Matter of — 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.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA	
03/11	02	<i>Filed & Docketed;</i>
03/14	02	<i>Weekly Filings;</i>
6/7	02	<i>Order Approving Amendment to Agreement;</i>
6/7	02	<i>Docket Closed.</i>

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

Jeremiah D. Murphy
Russell R. Greenfield
Gary J. Pashby
Vance R.C. Goldammer
Thomas J. Welk
Terry N. Prendergast
Michael S. McKnight
Gregg S. Greenfield
Roger A. Sudbeck
Carolyn A. Thompson
Lisa Hansen Marso
Tamara A. Wilka
Jeffrey C. Clapper
Heather R. Springer

101 North Phillips Avenue, Suite 600
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

J.W. Boyce (1884-1915)
John S. Murphy (1924-1966)
John R. McDowell (1936-1996)

Telephone 605 336-2424 Direct Dial 605-731-0208
Facsimile 605 334-0618 tjwelk@boycemurphy.com

RECEIVED

MAR 11 2002

March 8, 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 Collation, Cancellation and Decommission to the Interconnection Agreement between Integra Telecom of South Dakota, Inc. and Qwest Corporation
Our File No. 2104.078

Dear Ms. Elofson:

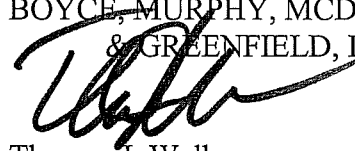
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Amendment for Collation, Cancellation and Decommission to the Interconnection Agreement between Integra Telecom of South Dakota, Inc. ("Integra") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Integra and Qwest which was approved by the Commission effective August 25, 2000 in Docket No. TC01-049.

This Amendment is made in order to add terms, conditions and rates for Collation, Cancellation and Decommission as set forth in Attachments 1 and 2 and Exhibit A attached to the amendment and incorporated therein.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj
Enclosures

cc: Mr. Mike Miner – Integra (enclosure letter only)
Ms. Colleen Sevold
Ms. Mary Sullivan (enclosure letter only)

**Amendment for Collocation Cancellation and Decommission
To the Interconnection Agreement
between
Integra Telecom of South Dakota, Inc.
and
Qwest Corporation**

RECEIVED

MAR 11 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment ("Amendment") is made and entered into by and between Integra Telecom of South Dakota, Inc. ("CLEC") and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest").

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 August 25, 2000, as referenced in Docket No. TC01-049 ("Agreement"); and

WHEREAS, the Parties wish 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:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Cancellation and Collocation Decommission, as set forth in Attachments 1 and 2, and Exhibit A, attached hereto and incorporated herein.

Effective Date

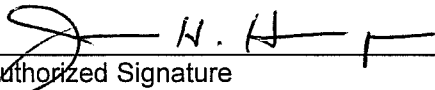
This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates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

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.

Integra Telecom of South Dakota, Inc.

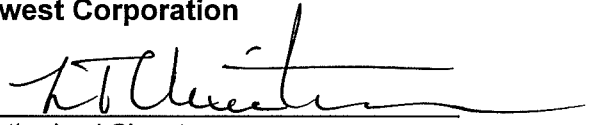

Authorized Signature

JAMES H. HOESGEN
Name Printed/Typed

PRESIDENT AND
Title CHIEF OPERATING OFFICER

FEBRUARY 22, 2002
Date

Qwest Corporation


Authorized Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

2/27/02
Date

ATTACHMENT 1

Collocation Cancellation

If terms and conditions for Collocation Cancellation are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, the terms of the Interconnection Agreement will prevail.

1.0 Description

- 1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has NOT received notification of completion from Qwest. A Cancellation will only occur upon request by the canceling CLEC.
- 1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.
- 1.3 All other types of collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.
- 1.4 A request for Cancellation is irrevocable once Qwest has accepted the application.

2.0 Terms and Conditions

- 2.1 The canceling CLEC, may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.
- 2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a valid Cancellation Application.
- 2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate adjustments. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.
- 2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.
- 2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.
- 2.6 In the event that CLEC has requested Direct CLEC-to-CLEC with the BAN of the collocation site to be cancelled, such Direct CLEC-to-CLEC will be cancelled automatically pursuant to the submitted Cancellation Application.

3.0 Rate Elements

3.1 Pursuant to the standard terms of the Facility Cancellation Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

4.0 Ordering

4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web site at:
<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application.

ATTACHMENT 2

Collocation Decommission

If terms and conditions for Collocation Decommissioning are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

1.0 Description

- 1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.
- 1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.
- 1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).
- 1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

2.0 Terms and Conditions

- 2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).
- 2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.
- 2.3 If CLEC does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.
 - 2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.
 - 2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.
 - 2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days.
 - 2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current end users and service customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Request must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request, the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursement on the re-usable elements (cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site.

3.0 Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

Rates :

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

4.0 Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at:
<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

EXHIBIT A**South Dakota**

* Per 1/2 hour or fraction thereof		Recurring Non Recurring		
* Additional Labor Other – Basic			\$26.84	1
* Additional Labor Other – Overtime			\$35.85	1
* Additional Labor Other – Premium			\$44.87	1
Additional Dispatch			\$81.82	1

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

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 7, 2002 through March 13, 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

CONSUMER COMPLAINTS

CT02-007 In the Matter of the Complaint filed by Koehn Marketing, Inc., Watertown, South Dakota, against Qwest Corporation and McLeodUSA Telecommunications Services, Inc. Regarding Poor Customer Service.

On February 27, 2002, a Qwest technician came to Koehn Marketing to switch their service from McLeod to Qwest. The Qwest technician told Mr. Koehn that everything was hooked up. Later that morning, Mr. Koehn discovered that his 800 number was not working. When he contacted the two companies, each company blamed the other. Mr. Koehn states that the Qwest representative was rude and did not want to help him with the problem. The 800 number service was not restored until 3:00 P.M. the next day. Mr. Koehn states that because of the delay, the business potentially lost thousand of dollars in lost business. Complainant feels that Qwest and McLeod need to be accountable for this mistake. Complainant requests that the Commission take action to make sure that this type of poor service does not happen to other customers.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 03/07/02
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC02-023 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 Premiere Network Services, Inc.

On March 7, 2002, the Commission received for approval a Filing of Statement of Generally Available Terms and Conditions for Interconnection (SGAT), Unbundled Network Elements (UNE), Ancillary Services and Resale of Telecommunication Services between Qwest Corporation (Qwest) and Premiere Network Services, Inc. (Premiere) in 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 provide services for resale to Premiere for the provision of local exchange 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 March 27, 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: 03/07/02
Initial Comments Due: 03/27/02

TC02-024 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and WWC License L.L.C.

On March 8, 2002, the Commission received for approval a Filing of Internet Service Provider (ISP) Bound Traffic Amendment to the Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and WWC License, L.L.C. (WWC). According to the parties the original agreement was approved by the Commission on January 10, 2001, in Docket No. TC00-145 and is made to reflect the Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP Bound Traffic) and adds terms and conditions. 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 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: 03/08/02
Initial Comments Due: 03/28/02

TC02-025 In the Matter of the Filing of Amendment for Collocation, Cancellation and Decommission to the Interconnection Agreement between Integra Telecom of South Dakota, Inc. and Qwest Corporation.

On March 11, 2002, the Commission received for approval a Filing of Amendment for Collocation, Cancellation and Decommission to the Interconnection Agreement between Integra Telecom of South Dakota, Inc. (Integra) and Qwest Corporation (Qwest). According to the parties this is an Amendment to a negotiated interconnection agreement between Integra and Qwest which was originally approved by the Commission effective August 25, 2000, in Docket No. TC01-049 and the amendment is being made in order to add terms, conditions and rates for Collocation, Cancellation and Decommission as set forth in Attachments 1 and 2 and Exhibit A attached to the Amendment and incorporated therein. 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 April 1, 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: 03/11/02

Initial Comments Due: 04/01/02

**You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

**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 INTEGRA)	
TELECOM OF SOUTH DAKOTA, INC.)	TC02-025

On March 11, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Integra Telecom of South Dakota, Inc. (Integra) and Qwest. The amendment is made in order to add terms, conditions and rates for Collocation, Cancellation and Decommission as set forth in Attachments 1 and 2 and Exhibit A attached to the amendment.

On March 14, 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 April 1, 2002, to do so. No comments were filed.

At its duly noticed May 30, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Integra. 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 7th day of June, 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>Delaine Kalled</i></u>
Date: <u>6/11/02</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