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February 18, 2003

**RECEIVED**

FEB 20 2003

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

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

Re: Joint Testing Amendment to the Interconnection Agreement between DIECA Communications, Inc., d/b/a Covad Communications Company and Qwest Corporation f/k/a U S WEST Communications, Inc.  
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Joint Testing Amendment to the Interconnection Agreement between DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") 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 Covad and Qwest which was approved by the Commission on November 18, 1999 in Docket No. TC99-017.

This Amendment is made in order to add to the Agreement terms, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A to this Amendment.

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

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj

Enclosures

- cc: Dhruv Khanna – Covad (enclosure letter only)
- Megan Dober-nack - Covad (enclosure letter only)
- Colleen Sevold
- Mary Sullivan (enclosure letter only)

RECEIVED

FEB 29 2003

**Joint Testing Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
DIECA Communications, Inc. d/b/a Covad Communications Company  
for the State of South Dakota**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

This is an Amendment ("Amendment") for Joint Testing to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

## RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under 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:

### Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

### Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement.**

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

**DIECA Communications, Inc. d/b/a  
Covad Communications Company**

Brad Jay  
Signature

Brad M. Sonnenberg  
Name Printed/Typed

SVP & General Counsel  
Title

1/27/03  
Date

**Qwest Corporation**

KT Clinton  
Signature

Name Printed/Typed

Title

2/5/03  
Date

## ATTACHMENT 1

### Joint Testing

#### 1.0 Description

1.1 Qwest's Joint Testing at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation.

#### 2.0 Terms and Conditions

2.1 Qwest will only test between the CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available to those terminations that are affected on a New/Change/Augment Collocation Application. Joint Testing is not available on terminations that have been in place ninety (90) calendar Days past the actual Ready For Service (RFS) date.

2.2 Joint Testing will be available from the time of your installation and for a period up to sixty (60) calendar Days past the actual scheduled Ready For Service (RFS) date. Joint Testing will be completed within ninety (90) calendar days of the actual RFS date. CLEC must specify the type of test to be performed with Qwest presence on the Joint Testing at the ICDF Application or the New/Change/Augment Collocation Application form.

2.3 CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date. Collocation application forms are located in the Ordering section of Collocation General Information at: <http://www.qwest.com/wholesale/pcat/collocation.html#order>.

2.4 Qwest will acknowledge acceptance of your application within ten (10) calendar days of an accepted New/Change/or Augment Collocation Application or Joint Testing at the ICDF Application.

2.5 CLEC will be required to provide the installation administration (e.g. Method of Procedures (MOPs) and Completion Notifications (CNs)) in a manner that is consistent with other policies for all Qwest Collocation product offerings. Refer to Qwest's Technical Publication 77350 located in the Product Description section of Collocation General information at: <http://www.qwest.com/wholesale/pcat/collocation.html#prod> for procedures.

2.6 CLEC will provide test gear for CLEC technicians and Qwest will provide test gear for Qwest's technicians to operate. Qwest employees will assist CLEC in conducting continuity tests on terminations at the ICDF. Qwest employees will not operate CLEC test gear.

2.7 If an error rate of more than 2% is determined to exist on the terminations identified for testing and being tested during the scheduled joint testing period, and the errors are identified as Qwest errors, Qwest will not charge for this Joint Testing ordered by CLEC. However, if there

are less than 2% errors found or if the errors are facility errors and CLEC provided the facilities, Qwest will charge for the Joint Testing (i.e. one (1) pair is counted as two (2) terminations and errors are counted as one (1) termination basis).

2.8 If CLEC wants additional testing not identified on CLEC application, CLEC will need to complete a new Joint Testing at the ICDF Application.

2.9 If CLEC requests charges waived because Qwest errors are found during testing, Qwest may access CLEC Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may view Qwest facility cabling at the ICDF to identify cable sequence. If the errors are validated as Qwest errors, the charges are waived. Other wise, Qwest will charge for test update

2.10 If errors are found during the Joint Test, Qwest will only provide tools and materials for the repair of Qwest-network faults. If errors are facility errors and CLEC provided the facilities, CLEC will be responsible for the replacement or repair of those facilities.

2.11 Qwest will only provide tools and materials for the repair of Qwest-network faults.

### 3.0 Rate Elements

3.1 The Joint Testing Nonrecurring Charge is specified in Exhibit A of this Amendment. The rate is a minimum of four (4) hours per Joint Testing request at the Virtual Collocation maintenance rate and a per hour charge at the same rate for any time exceeding the four (4) hours. Qwest identified trouble during the ninety (90) calendar Day period, following the your acceptance of the collocation site, will be corrected by Qwest at no additional charge.

3.2 Qwest will not charge a Quote Preparation Fee (QPF) for Joint Testing.

### 4.0 Ordering

4.1 Qwest will accept a request to provide Joint Testing for up to sixty (60) calendar days past the scheduled RFS date. CLEC is required to submit a request for Joint Testing by checking the Joint Testing box on the New, Change or Augment Collocation Application Form or by sending in the separate Joint Testing Application Form.

4.1.1 Applications should be sent to [rfsmet@qwest.com](mailto:rfsmet@qwest.com). Upon receipt of a complete Application Form, Qwest will contact CLEC to set up a testing time based upon the scheduled RFS.

**Exhibit A**

		<b>Recurring</b>	<b>Nonrecurring</b>	<b>Notes</b>
<b>8.X</b>	<b>Joint Testing</b>			
	Joint Testing Virtual Collocation Maintenance Charge (price contains a four (4) hour minimum)		See -Virtual Collocation Maintenance of SGAT Exhibit A	
	Per hour additional test time at the Virtual Collocation Charge		See -Virtual Collocation Maintenance of the SGAT Exhibit A	

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of February 20, 2003 through February 26, 2003

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

**ELECTRIC**

**EL03-005 In the Matter of the Petition of Northern States Power Company d/b/a Xcel Energy for Approval to Include Renewable Energy Development Fund Costs in the Electric Fuel Clause Adjustment.**

Petition by Xcel Energy for approval to include Renewable Development Fund costs in its electric fuel adjustment clause. Xcel Energy operates the Prairie Island Nuclear Generating Plant at Red Wing, Minnesota which uses "dry casks" to store spent fuel from the plant. In 1994, the Minnesota Legislature passed an Act which requires Xcel Energy to transfer \$500,000 annually, for each cask, into a Renewable Development Fund. The Renewable Development Fund promotes the advancement of new renewable energy sources. Xcel's petition states that inclusion of these Fund payments in its fuel clause would be efficient and is consistent with the purpose of the Automatic Adjustment Clause Statute SDCL 49-34A-25.

Staff Analyst: Dave Jacobson  
Staff Attorney: Kelly Frazier  
Date Docketed: 02/25/03  
Intervention Deadline: 03/14/03

**TELECOMMUNICATIONS**

**TC03-050 In the Matter of the Application of Exergy Group, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Exergy Group, LLC has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, and travel card service throughout South Dakota.

Staff Analyst: Bonnie Bjork  
Staff Attorney: Kelly Frazier  
Date Docketed: 02/20/03  
Intervention Deadline: 03/14/03

**TC03-051 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 20, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company. According to the parties, this filing is an amendment to the original agreement approved by the Commission on November 18, 1999, in Docket TC99-017. The amendment is made in order to add terms, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A 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 March 12, 2003. 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: 02/20/03  
Initial Comments Due: 03/12/03

**TC03-052 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota).**

Teleglobe USA Inc. and Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) Inc. have filed an application to transfer the Certificate of Authority of Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) to provide resold interexchange telecommunications services in the State of South Dakota. Proposed services initially include switched outbound voice services and, in the future, prepaid and postpaid calling card services, 800/888, private line, and data services.

Staff Analyst: Bonnie Bjork  
Staff Attorney: Karen E. Cremer  
Date Docketed: 02/21/03  
Intervention Deadline: 03/14/03

**TC03-053 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and ICG Telecom Group, Inc.**

On February 24, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and ICG Telecom Group, Inc. According to the parties, this filing is an amendment to the original agreement approved by the Commission on January 3, 2003, in Docket TC02-045. The amendment is made in order to replace the existing terms, conditions and rates for UNEs (Part E), in its entirety, with the new terms, conditions and rates for UNEs (Section 9.0), as set forth in Attachment 1 and Exhibits A, B, C and D 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 March 17, 2003. 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: 02/24/03

Initial Comments Due: 03/17/03

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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 DIECA )	
COMMUNICATIONS, INC. D/B/A COVAD )	TC03-051
COMMUNICATIONS COMPANY )	

On February 20, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between DIECA Communications, Inc. d/b/a Covad Communications Company (DIECA) and Qwest. The amendment is made in order to add to the agreement terms, conditions and rates for joint testing as set forth in Attachment 1 and Exhibit A to the amendment.

On February 27, 2003, 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 March 12, 2003, to do so. No comments were filed.

At its duly noticed May 6, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and DIECA. 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 16<sup>th</sup> day of May, 2003.

<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>Heldine Kalbo</u>
Date: <u>5/19/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner