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April 22, 2003

**RECEIVED**

APR 24 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: DC Power Reduction Procedure 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:

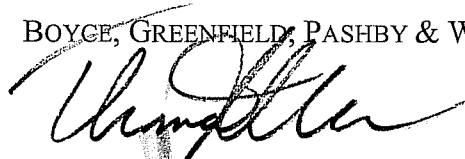
Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the DC Power Reduction Procedure Amendment to the Interconnection Agreement between DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") and Qwest Corporation ("Qwest") for approval by the Commission. 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 DC Power Reduction Procedure 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: Harry L. Pliskin – Covad (enclosure letter only)  
Colleen Sevold  
Mary Sullivan (enclosure letter only)

APR 24 2003

**DC Power Reduction Procedure 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 DC Power Reduction Procedure to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"), a Virginia corporation.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on November 18, 1999, as referenced in Docket No. TC99-017 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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 DC Power Reduction Procedure, as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC will 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 within three (3) business days after all system changes have been made. Actual order processing may begin once these requirements have been met.

**Amendments; Waivers**

The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives. Waivers of, 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.

**Reservation of Rights**


The Parties agree to the terms and conditions of this Amendment without waiving any current or future relevant legal rights, and without prejudicing any position either Party may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates, but is not limited to: (a) the position either Party may take in any proceeding or before the FCC or any state public utility commission related to the terms and conditions of temporary or permanent power reductions; or (b) the position either Party may take in any cost docket related to the terms and conditions of temporary and permanent power reductions.

**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, amendments or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below.

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

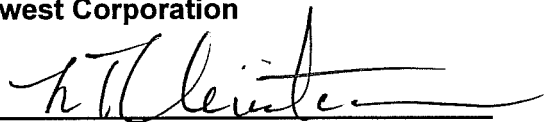
  
\_\_\_\_\_  
Signature

BRAD SONNENBERG  
\_\_\_\_\_  
Name Printed/Typed

Senior VP & General Counsel  
\_\_\_\_\_  
Title

April 14, 2003  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Business Policy  
\_\_\_\_\_  
Title

4/17/03  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### DC POWER REDUCTION PROCEDURE

#### 1.0 Description

1.1 Qwest's Power Reduction Procedure offers CLEC the option to reduce power on an existing feed. It allows a CLEC to reserve a fuse or breaker position on the power board or Battery Distribution Fuse Bay (BDFB) when reducing a multiple feed to zero. CLEC's payment of the Monthly Power Maintenance charge will provide an option to hold the existing power cabling and fuse position for the CLEC's future power augment requests as described in section 2.6 below.

#### 2.0 Terms and Conditions

2.1 If a CLEC wishes to reduce its amount of power and will not require it for future use, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

2.2 Applications for DC Power Reduction may be submitted only for collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow standard change or augment procedures and rates.

2.3 Before submitting a power reduction application, CLEC's financial obligations with respect to the collocation site must be current, with the exception of formally disputed charges. CLEC's financial obligations include payment of one hundred percent (100%) of all undisputed non-recurring quoted charges for the collocation site and all applicable monthly recurring charges that are more than 30 days past due.

2.4 Collocation applications for new, change and augment requests must be submitted to the Collocation Project Management Center (CPMC) on the form provided by Qwest at [www.qwest.co./wholesale/pcat/collocation.html.apform](http://www.qwest.co./wholesale/pcat/collocation.html.apform). The CPMC will notify the CLEC of any deficiencies in the application within ten (10) days of receipt. A nonrefundable Quote Preparation Fee (QPF) in the amount reflected in Exhibit "A" of this Amendment must be submitted with the application.

2.5 A walk through will be performed prior to quote preparation to determine the amount of work required to perform the power reduction.

2.6 When eliminating a secondary feed, CLEC may purchase the option to have the power cable and fuse position held for its future use. CLEC will be required to pay a monthly Power Maintenance Charge until such time as CLEC notifies Qwest that it wishes either to reenergize the feed or to discontinue the option. In instances where a shortage of fuse position is imminent, Qwest reserves the right to notify CLEC of the need to exercise its option or relinquish the fuse position to Qwest. Upon receipt of such notification, CLEC will have the option of energizing the secondary feed to at least 20 amps or returning the fuse position to Qwest within thirty (30) days of receipt of the notification.

2.7 CLEC assumes all responsibility for outages and/or impacts to CLEC-provided service and equipment due to the reduction in DC Power. CLEC shall be notified at least 48 hours in advance of the time and date of the power reduction and given the opportunity to observe the actual reduction procedure from within the Central Office spaces to which CLEC normally has

access.

2.8 Restoration of the desired power is contingent upon desired power and fuse position availability.

### 3.0 Rate Structure

3.1 Collocation charges will be based upon the information provided to Qwest by CLEC on the Collocation Application Form. Below is an example of additional charges that are unique to a Power Reduction Request and will be provided to CLEC via a quote:

3.1.1 Based on this evaluation of work provided in the quote, the rates provided in Exhibit A to this Amendment will apply. One QPF per application/per collocation site will be charged. When multiple feeds at the same collocation space are reduced or eliminated, CLEC will pay one QPF. Other nonrecurring and recurring charges may apply as reflected in CLEC's Interconnection Agreement. If the quote contemplates the performance of work not included in rates identified in Exhibit A of this Amendment, such charges shall be identified in the quote.

3.1.2 Qwest will provide CLEC a quote for additional nonrecurring charges associated with the Power Reduction Procedure based upon the rates provided in Exhibit A. All quoted nonrecurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes Qwest to perform the work to effect the requested power reduction. All rates and charges identified in the quote will be based on those rates in the Agreement and Exhibit A of this Amendment. If appropriate rates and charges are not available from those sources, Qwest will use tariffs or other rate sources as a basis for preparing the quote.

3.1.3 Billing to CLEC for initial power value at the collocation site will be modified to reflect the reduced amount upon receipt of payment of the quoted charges and will be made effective back to the date of acceptance of the Power Reduction Application by the CPMC.

3.1.4 Recurring billing for the Power Maintenance Charge will terminate on the day CLEC energizes the feed or returns the fuse position to Qwest.

### 3.2 Nonrecurring Charges

3.2.1 QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the Power Reduction request. It covers the project, order and support management associated with the administrative functions of processing the request.

3.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A of CLEC's Interconnection Agreement. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed), rates will be calculated on an Individual Case Basis (ICB) basis. These rates will be provided to CLEC on the quote prior to work beginning.

3.2.3 Power Restoration Charge (assessed if power is restored): ICB Charge associated with restoring the power cable to the power source and is contingent upon whether the desired power and fuse position is available. Qwest will evaluate work

required to perform the Power Restoration request and provide CLEC a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A of CLEC's Interconnection Agreement.

### 3.3 Recurring Charge

3.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power infrastructure from a secondary feed in place for potential CLEC requests.

## 4.0 Ordering

4.1 CLEC should submit the "Collocation Application for New, Augment or Change" and indicate specific power feeds to be reduced (e.g., eliminate or reduce multiple feeds from 60 to zero amps or reduce main feed from 60 to 20 amps). Under the "type of request" category CLEC should indicate that this is an Augment.

## EXHIBIT A

Power Feed Type	Initial Voltage Value	Work Performed	Applicable Charges
Reduce Primary or secondary feed value	Initial amount less than 60 amps Note: Must maintain 20 amp minimum primary feed.	Changing fuse value at BDFB- No cabling work required.	QPF-\$441.00 Power reduction charge \$346.00 Total Charge: \$787.00
	Initial feed at power board and with reduction cable stays at power board.	Changing breaker at Power plant	QPF-\$441.00 Power reduction charge \$587.00 Total Charge: \$1028.00
	Reduction of power requires a change in location from power board to BDFB.	Requires power cabling changes and detailed engineering work performed.	Walk through will detail work and elements needed to perform reduction. Quote will be provided on an ICB utilizing standard power element charges (DC power usage, cabling etc.) as defined in CLEC's Interconnection Agreement.
Secondary Feed	May be reduced to zero and held in place for future augment requests.	Power restored to Qwest inventory. Fuse position and cabling held for future use.	\$68.92 is added to above nonrecurring power reduction based on initial value of secondary feed. QPF-\$441.00  <b><u>Power Maintenance Charge</u></b> - Monthly recurring charges of \$37.00 to hold fuse position.

Category	Description	Rates/Charges
Power Restoration	Qwest will evaluate work required to perform Power Restoration of the power cable to the power source contingent on whether the desired power and fuse position is available.	ICB Charge with standard power element charges (e.g., DC power usage, labor, and cabling charges) as defined in Exhibit A of CLEC's Interconnection Agreement.



**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
For the Period of April 24, 2003 through April 30, 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**

**EL03-015**      **In the Matter of the Filing for Approval of a Consent and Agreement for Electric Service in Assigned Service Territory of Another Electric Supplier between NorthWestern Energy and Northern Electric Cooperative, Inc.**

NorthWestern Energy (NorthWestern) and Northern Electric Cooperative (Northern) filed a joint petition for approval of an electric service rights exception. NorthWestern consents to Northern providing electrical service to the house and future out buildings on the property owned by Mark and Rebecca Labrie described as that part of the SW 1/4 West of SD Highway 37 in S6, T116N, R61W of the 5th P.M., Spink County, SD, except the North 949 feet, the Railroad right-of-way, and Lot H-1 and H-2, and; the abandoned Railroad right-of-way in the SW 1/4 West of SD Highway 37 in S6, T116N, R61W of the 5th P.M. Spink County, SD.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 04/30/03  
Intervention Deadline: 05/16/03

**TELECOMMUNICATIONS**

**TC03-073**      **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 April 24, 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 filing, the amendment is made in order to add terms, conditions and rates for DC Power Reduction Procedure as set forth in Attachment 1 and Exhibit A to this Amendment. The original agreement was approved by the Commission on November 18, 1999, in Docket No. TC99-017. 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 May 14, 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: 04/24/03  
Initial Comments Due: 05/14/03

**TC03-074**      **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.**

On April 28, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation.

According to the parties, the amendment is made in order to add terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A to the amendment. The original agreement was approved by the Commission on July 23, 1999, in Docket No. TC99-057. 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 May 19, 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: 04/28/03  
Initial Comments Due: 05/19/03

**TC03-075 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Services Tariff.**

On April 28, 2003, Qwest Corporation filed a revision to its South Dakota Access Services Tariff. This revision removes the Self Healing Alternate Route Protection (SHARP) feature from the tariff.

Staff Analyst: Keith Senger  
Staff Attorney: Karen Cremer  
Date Docketed: 04/28/03  
Intervention Deadline: 05/16/03

**TC03-076 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Rural Cellular Corporation.**

On April 29, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Rural Cellular Corporation. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 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: 04/29/03  
Initial Comments Due: 05/19/03

**TC03-077 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Wireless Alliance, LLC.**

On April 29, 2003, the Commission received a filing for approval of a Reciprocal Transport and Termination Agreement between PrairieWave Telecommunications, Inc. and Wireless Alliance, LLC. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 19, 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: 04/29/03  
Initial Comments Due: 05/19/03

**TC03-078 In the Matter of the Application of Dialaround Enterprises Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Dialaround Enterprises Inc. 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, conference calling, calling card, prepaid calling card and private line service to presubscribed business and residential customers in South Dakota.

Staff Analyst: Bonnie Bjork  
Staff Attorney: Karen Cremer  
Date Docketed: 04/30/03  
Intervention Deadline: 05/16/03

**TC03-079 In the Matter of the Application of Dogstar Telephone Co. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.**

Dogstar Telephone Co. has filed an application for a Certificate of Authority to provide resold local exchange telephone services in South Dakota. The applicant intends to provide resold local exchange telecommunication services to business and residential customers including a basic local exchange service option for residential customers, 911 and enhanced 911 emergency service, directory assistance, operator-assisted dialing, and lifeline services in Qwest served telephone areas.

Staff Analyst: Bonnie Bjork  
Staff Attorney: Kelly Frazier  
Date Docketed: 04/30/03  
Intervention Deadline: 05/16/03

**TC03-080 In the Matter of the Filing for Approval of a Type 2 Wireless Interconnection Agreement between Qwest Corporation and Commnet Wireless Inc.**

On April 30, 2003, the Commission received a filing for approval of a Type 2 Wireless Interconnection Agreement between Qwest Corporation (Qwest) and Commnet Wireless Inc. According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting WSP network interconnection, access to unbundled network elements and ancillary services within the geographical areas in which Qwest is providing local exchange service at that time, and for which Qwest is the incumbent local exchange carrier within the state of South Dakota for purposes of providing local two way wireless 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 May 20, 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: 04/30/03  
Initial Comments Due: 05/20/03

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

IN THE MATTER OF THE FILING FOR ) APPROVAL OF AN AMENDMENT TO AN ) INTERCONNECTION AGREEMENT BETWEEN ) QWEST CORPORATION AND DIECA ) COMMUNICATIONS, INC. D/B/A COVAD ) COMMUNICATIONS COMPANY )	ORDER APPROVING AMENDMENT TO AGREEMENT  TC03-073
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On April 24, 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 DC Power Reduction Procedure as set forth in Attachment 1 and Exhibit A to the amendment.

On May 1, 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 May 14, 2003, to do so. No comments were filed.

At its duly noticed June 3, 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 10<sup>th</sup> day of June, 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><i>Delaine Kolbo</i></u>
Date: <u>6/10/03</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