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**Licensed only in Colorado

March 25, 2004

RECEIVED

MAR 26 2004

Pam Bonrud, 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 CLEC Maintenance of Common Area Splitter Collocation Amendment Between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad 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 CLEC Maintenance of Common Area Splitter Collocation Amendment to the Interconnection Agreement between DIECA Communications, Inc. d/b/a Covad Communications, Inc. ("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 amends the Agreement by adding terms and conditions for CLEC Maintenance of Common Area Splitter Collocation, as set forth in Attachment 1, attached to the 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: Karen Frame, Covad (w/o enc)
Ms. Colleen Sebold (w/o enc)
Mary Sullivan (w/o enc)

MAR 26 2004

**CLEC Maintenance of Common Area Splitter Collocation 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 Amendment ("Amendment") is 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 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 and conditions for CLEC Maintenance of Common Area Splitter Collocation, as set forth in Attachment 1, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

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.

Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment 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.

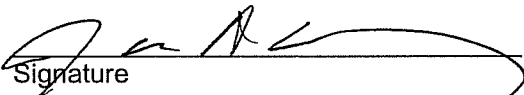
Entire Agreement

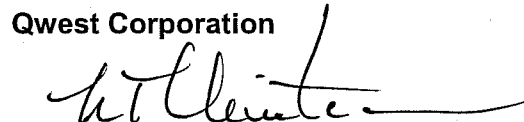
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties,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

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.

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

Qwest Corporation


Signature


Signature

James A. Kirkland
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

SVP & General Counsel
Title

Director - Interconnection Agreements
Title

3/9/04
Date

3/18/04
Date

ATTACHMENT 1

Common Area Splitter Collocation

9.4 Line Sharing

9.4.1 CLEC Collocation Area Splitter

9.4.1.1 If a CLEC elects to have Plain Old Telephone Service (POTS) Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will either purchase the POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC and Network Equipment Building System (NEBS) Level 1 Safety standards. CLEC will be responsible for installing and maintaining the POTS Splitters in its Collocation areas within Qwest Wire Centers.

9.4.2 Common Area Splitter Collocation

9.4.2.1 If CLEC's Interconnection Agreement provides for Common Area Splitter Collocation and if CLEC elects to have POTS Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS Splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack near CLEC's DS0 termination points; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, Qwest will allow CLEC to place POTS Splitters on the COSMIC/MDF. CLEC either may purchase POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC and NEBS Level 1 Safety standards. Qwest will be responsible for installing the POTS Splitter shelf with cards as supplied, but CLEC will lease the POTS Splitters to Qwest at no cost. Qwest may install the POTS Splitters' shelves of different CLECs in a single relay rack (bay) or frame. CLECs with physical caged or cageless Collocation will have the option to maintain their POTS splitter cards or have Qwest perform this maintenance function. If the CLEC elects to maintain the POTS splitter cards, the CLEC will be responsible to troubleshoot and replace defective cards. Qwest will be responsible for troubleshooting and trouble isolation of circuit continuity issues up to the splitter card and from the splitter card to the DMARC. CLEC will be responsible to add splitter cards as necessary to provision un-carded splitter shelf slots and to clearly label the splitter shelf as CLEC maintained. Election to maintain the POTS splitter cards will be for all CLEC Common Area Splitter Collocation sites in Qwest's 14-state region. If Qwest performs the POTS splitter card maintenance the CLEC will be responsible for inventory and supply of spare cards in the event a defective card requires replacement or a card needs to be

added to provision an unused splitter shelf slot. Qwest will not be responsible for shortages of POTS Splitters or Qwest's inability to obtain POTS Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.3 Rate Elements

9.4.3.1 Not applicable as Maintenance is performed by CLEC.

9.4.4 Ordering Process

9.4.4.1 Common Area Splitter Collocation

9.4.4.1.1 This section only applies to situations where CLEC orders placement of the Splitter in a common area.

9.4.4.1.2 New POTS Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation application form. A single ordering processing charge applies. CLEC shall indicate in the notes section of the Collocation application if CLEC elects to maintain the POTS splitter cards. Standard intervals as contained in Exhibit C will apply.

9.4.4.1.3 New POTS Splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation application form and the applicable fee to Qwest. CLEC shall indicate in the notes section of the Collocation application if CLEC elects to maintain the POTS splitter cards. Standard intervals as contained in Exhibit C will apply.

9.4.5 Repair and Maintenance

9.4.5.1 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC will leave one empty Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. If CLEC elects to maintain the POTS splitter cards, the CLEC will be responsible to troubleshoot, repair and replace, if necessary, the POTS splitter cards.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 25, 2004 through March 31, 2004

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: 605-773-3201

TELECOMMUNICATIONS

TC04-064 In the Matter of the Filing by MCImetro Access Transmission Services, LLC d/b/a MCI for Approval of its Intrastate Switched Access Tariff.

On March 26, 2004, MCImetro Access Transmission Services, LLC d/b/a MCI filed an Intrastate Switched Access Tariff.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 03/26/04
Intervention Deadline: 04/16/04

TC04-065 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Excel Telecommunications, Inc.

On March 26, 2004, the Commission received a Filing for Approval of a Qwest DSL (with discount) provided with UNE-P Amendment to the Interconnection Agreement between Qwest Corporation and Excel Telecommunications. According to the parties, the Amendment adds terms, conditions and rates for Qwest DSL (with discount) provided with UNE-P. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than April 15, 2004. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Rolayne Ailts Wiest
Date Filed: 03/26/04
Initial Comments Due: 04/15/04

TC04-066 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 March 26, 2004, 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, the Amendment adds terms and conditions for CLEC Maintenance of Common Area Splitter Collocation. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than April 15, 2004. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Rolayne Ailts Wiest
Date Filed: 03/26/04
Initial Comments Due: 04/15/04

TC04-067 In the Matter of the Application of ACN Communication Services, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

ACN Communication Services, Inc. is seeking a Certificate of Authority to provide local exchange telecommunications services in Qwest's service territory. The applicant intends to provide a full range of services and will offer those services through utilizing Qwest UNE-P facilities.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 03/29/04
Intervention Deadline: 04/16/04

TC04-068 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and James Valley Cooperative Telephone Company.

On March 29, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between James Valley Cooperative Telephone Company and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider." 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 19, 2004. 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: Rolayne Ailts Wiest
Date Filed: 03/29/04
Initial Comments Due: 04/19/04

TC04-069 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and West River Cooperative Telephone Company.

On March 29, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between West River Cooperative Telephone Company and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider." 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 19, 2004. 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: Rolayne Ailts Wiest
Date Filed: 03/29/04
Initial Comments Due: 04/19/04

TC04-070 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and Vivian Telephone Company.

On March 29, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between Vivian Telephone Company and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider." 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 19, 2004. 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: Rolayne Ailts Wiest
Date Filed: 03/29/04
Initial Comments Due: 04/19/04

TC04-071 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and Brookings Municipal Utilities d/b/a Swiftel Communications.

On March 29, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider." 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 19, 2004. 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: Rolayne Ailts Wiest
Date Filed: 03/29/04
Initial Comments Due: 04/19/04

TC04-072 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License LLC and Interstate Telecommunications Cooperative, Inc.

On March 29, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between Interstate Telecommunications Cooperative, Inc. and WWC License LLC. According to the parties, the "Agreement sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect the networks of the CMRS Provider and the Telephone Company for the purposes of the exchange of telecommunications traffic between the Parties' networks or (b) the Parties will transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider." 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 19, 2004. 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: Rolayne Ailts Wiest
Date Filed: 03/29/04
Initial Comments Due: 04/19/04

**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 TC04-066
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On March 26, 2004, 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 adds terms and conditions for CLEC Maintenance of Common Area Splitter Collocation, as set forth in Attachment 1 to the amendment.

On April 1, 2004, 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 15, 2004, to do so. No comments were filed.

At its duly noticed May 11, 2004, 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 13th day of May, 2004.

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>Hellaine Kalbs</i></u>
Date: <u><i>5/18/04</i></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