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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 DIECA COMMUNICATIONS, INC.  
 D/B/A COVAD COMMUNICATIONS  
 COMPANY

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
7/21 04	Filed and Docketed
7/22 04	Weekly Filing;
9/22 04	Order Approving Amendment to Agreement;
9/22 04	Docket Closed.



Boyce, Greenfield, Pashby & Welk, LLP

RECEIVED

JUL 21 2004

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July 20, 2004

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: Filing of Commercial Line-Sharing Amendment to the Interconnection Agreement 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 Commercial Line-Sharing 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 is made in order to add to the Agreement the terms, conditions and rates for Commercial Line-Sharing, as set forth in Attachment 1 and Exhibit A, attached to the Amendment.

Please note this amendment replaces the line sharing amendment filed on May 14, 2004 in TC 04-096.

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: (w/o enc) Karen Frame  
Colleen Sevold  
Mary Sullivan

**Commercial Line-Sharing Amendment  
to the  
Interconnection Agreement  
Between  
Qwest Corporation  
and  
DIECA Communications Inc.,  
d/b/a Covad Communications Company,  
for the State of South Dakota**

RECEIVED

JUL 21 2004

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 dated January 15, 1999, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission ("Commission") on November 18, 1999 ("Agreement"); and

WHEREAS, CLEC wishes to enter into an agreement to obtain line-sharing on a commercial basis from Qwest between October 2, 2003 and October 1, 2007 at rates, terms, and conditions agreed to and different than the rates terms and conditions of the Agreement, and Qwest wishes to provide such line-sharing;

WHEREAS, the Parties wish to amend the Agreement by adding the applicable terms and conditions for commercial line-sharing.

**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 add to the Agreement the terms, conditions and rates for Commercial Line-Sharing, as set forth in Attachments 1 and Exhibit A, attached hereto and incorporated herein.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment for Line Sharing orders with due dates on or after October 2, 2003. 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. Amendments; Waivers**

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.

**4. Reservation of Rights**

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

**5. Entire Agreement**

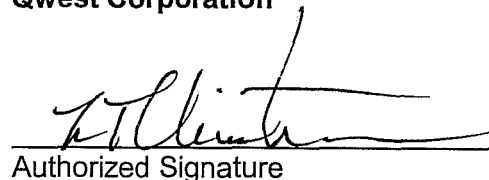
This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written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

**DIECA Communications Inc., dba  
Covad Communications Company**

**Qwest Corporation**

  
Authorized Signature

  
Authorized Signature

James A. Kirkland  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

SVP & General Counsel  
Title

Director – Business Policy  
Title

July 9, 2004  
Date

7/14/04  
Date

## ATTACHMENT 1

### 9.22 Commercial Line Sharing

#### 9.22.1 Description

Commercial Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user customer's analog voice-grade ("POTS") service provided by Qwest on a single copper loop referred to herein as "Commercial Shared Loop" by using the frequency range above the voice band on a copper loop. This frequency range will be referred to herein as the High Frequency Portion of the loop ("the HFPL"). A splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and Qwest POTS service. The splitter must be provisioned prior to ordering Commercial Line Sharing. The POTS service must be provided to the end user customer by Qwest.

9.22.1.1 Qwest agrees to provide Line Sharing on a commercial basis as set forth below.

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9.22.1.1.1 **Term.** CLEC may order Commercial Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("Commercial Line Sharing") in accordance with the provisions of this subsection. The monthly recurring charge for any Commercial Line Sharing arrangement shall apply as set forth below. This Amendment expires on October 1, 2007, however, Covad shall not place any orders pursuant to the terms and conditions of the Amendment after October 1, 2004.

(a) During the period beginning on October 2, 2003 and ending on October 1, 2007, the monthly recurring charge for any Commercial Line Sharing arrangement shall be as provided in Exhibit A.

9.22.1.1.2 **Discontinuation of Voice Service.** Notwithstanding anything herein to the contrary, if Qwest disconnects an end user customer's voice service in accordance with Applicable Law, then CLEC shall have the option to purchase the entire loop being disconnected if it wishes to continue providing DSL service to such end user customer; provided that, if Covad does not exercise such option, both the DSL and voice services provisioned over the line will be disconnected by Qwest.

9.22.1.1.3 **Conversion of Existing Line Sharing Arrangements.** COVAD may convert any existing line sharing arrangements under its Interconnection Agreement or any amendment thereto to Commercial Line Sharing during the term of this Amendment, provided that, such conversions shall not be included as New Incremental Growth for purposes of determining pricing of Commercial Line Sharing under this Amendment. A separate, cost-based conversion charge may apply.

## 9.22.2 Terms and Conditions

### 9.22.2.1 General

9.22.2.1.1 To order the HFPL, CLEC must have a splitter installed in the Qwest wire center that serves the end user customer as provided for in this Section. Splitters may be installed in Qwest Wire Centers per the Collocation Section of CLEC's interconnection agreement with Qwest. Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. The end user customer must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the end user customer with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user customer to receive separate voice and data service across a single copper loop.

9.22.2.1.2 On or after October 2, 2004, changes to the operations support systems and other processes required to support Commercial Line Sharing shall not be subject to and shall be exempt from any otherwise applicable provisions of the change management process (CMP); and Commercial Line Sharing arrangements shall not be subject to performance assurance plan remedies or any other service quality standards or remedies applicable to Qwest. On or after October 2, 2004, Qwest shall provide Installation and Repair metrics for Line Sharing performance reporting to replace standard performance measurements and reporting, which will be set forth in Exhibit B.

9.22.2.1.3 CLEC may use the HFPL to provide any xDSL services that will not interfere with analog voiceband transmissions and otherwise in accordance with Applicable Law. Such services currently include but may not be limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Commercial Line Sharing deployment under Applicable Law or governing industry standards.

9.22.2.1.4 CLEC may not order the HFPL on a given copper loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the end user customer provides authorization to the new provider to perform the disconnect of the incumbent provider's DSL or other service using the high frequency spectrum.

9.22.2.1.5 CLEC may request, and Qwest shall provide, required conditioning on up to 5% of the Commercial Shared Loops arrangements ordered by CLEC in a calendar year. Conditioning shall mean the removal of load coils and interfering bridged taps, but shall not include any line moves or special construction. UDC removal and line moves may be provided by Qwest on Commercial Shared Loop arrangements in accordance with Qwest's facility provisioning and routine network modification processes; notwithstanding the foregoing, Qwest may modify or discontinue such processes pursuant to Applicable Law. Any conditioning above the 5% cap shall be subject to the charges for loop

conditioning in Exhibit A. Qwest shall perform requested conditioning, including de-loading and removal of interfering bridged taps, unless Qwest demonstrates in advance that conditioning a Commercial Shared loop will significantly degrade the end user customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop.

9.22.2.1.5.1 Qwest may conduct an annual audit to determine the sum of conditioned Commercial Line Shared loops in the preceding calendar year (January through December), if any, that exceeded the 5% cap on conditioning. The number that exceed the 5% cap shall be assessed a non-recurring charge to be assessed for all conditioning performed above the 5% cap described in section 9.22.2.1.5 of this Agreement. CLEC shall pay such charges within 30 days of receiving notice of them.

### **9.22.3 Rate Elements**

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#### **9.22.3.1 Recurring Rates for Commercial Shared Loop.**

9.22.3.1.1 Commercial Shared Loop Charge - A monthly recurring charge for the use of the Commercial Shared Loop shall apply. This charge shall be inclusive of any charges to recover modification or upgrade costs to Qwest Operations Support Systems (OSS) required to accommodate line sharing, whether such charges are recovered by Qwest as recurring or non-recurring charges. Notwithstanding the foregoing, OSS development, enhancement, and maintenance costs applicable to all UNEs may be recovered through a separate cost-based charge pursuant to Applicable Law.

9.22.3.1.2 Interconnection Tie Pairs - Two Interconnection Tie Pairs (2 ITPs), 1 for voice and 1 for combined voice/data, per connection.

#### **9.22.3.2 Nonrecurring Rates for the Commercial Shared Loop.**

9.22.3.2.1 Basic Installation Charge for Commercial Shared Loop – A nonrecurring charge for each Commercial Shared Loop installed shall apply. As provided in Section 9.22.2.1.5, Conditioning shall be included in this charge, subject to the 5% cap on conditioning.

9.22.3.2.2 If the conditioning significantly degrades the voice services on the loop such that it is unacceptable to the end user customer, CLEC shall pay the conditioning charge in Exhibit A to recondition the loop.

9.22.3.2.3 A separate Conditioning charge may apply pursuant to Section 9.22.2.1.5 above.

9.22.3.2.4 Any Miscellaneous work performed by Qwest at the request of the CLEC will be billed according to current Qwest federal

access tariff, and CLEC agrees to pay such charges.

9.22.3.2.5 A separate cost-based charge for Conversions of existing line sharing arrangements pursuant to section 9.22.1.1.1.3 may apply. If the Parties cannot mutually agree upon such charge, Qwest shall apply a conversion charge on an ICB basis, and COVAD agrees to pay such charges.

9.22.3.3 Nonrecurring Rates for Maintenance and Repair.

9.22.3.3.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation shall be applied in accordance with Qwest's current federal access tariff.

9.22.3.3.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Qwest's current federal access tariff.

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**9.22.4 Ordering Process**

9.22.4.1 The ordering process for Commercial Shared Loops shall be pursuant to the process stated in Qwest Product Catalog ("PCAT"). In the event there is a conflict between the Qwest PCAT and the Interim Line-sharing Agreement dated April 20, 2000, as amended ("the Interim Agreement"), the terms and conditions of the Interim Agreement shall prevail.

**9.22.5 Repair and Maintenance**

9.22.5.1 The repair and maintenance process for Commercial Shared Loops shall be pursuant to the process stated in the Qwest PCAT. In the event there is a conflict between the Qwest PCAT and the Interim Agreement, the terms and conditions of the Interim Agreement shall prevail.

**9.22.6 Intervals**

9.22.6.1 The intervals for the provisioning and repair of Commercial Shared Loops ordered under this Amendment shall be pursuant to the applicable process stated in the Interconnection Agreement, as amended, subject to the provisions of section 9.22.2.1.2 of this Amendment.



SD Exhibit A						Recurring	Non-Recurring	RC	Min	Max	RC	Min	
<b>9.1 Interconnection Tie Pairs (ITP) -- Per Termination</b>													
		DS0 2-wire				\$1.14							
		DS0 4-wire				\$1.45							
		DS1 Per each Termination				\$12.57							
		DS3 Per each Termination				\$36.56							
<b>Shared Services</b>													
<b>9.4</b>	<b>Line Sharing</b>												
	9.4.1	Shared Loop, per Loop from 10/2/03 through 10/1/04 (footnote 1)					\$0.00	\$37.27					
		<b>Rate Groups for determining RC rate for Line Installed 10/2/2004-9/30/2005</b>											
		Previous Year New Incremental Growth totaling 15,000 Lines or more					\$5.00	\$35.00					
		Previous Year New Incremental Growth totaling 12,500-14,999 Lines(Gt. 12,500 rate)					\$6.00	\$35.00					
		Previous Year New Incremental Growth totaling 7,500-12,499 Lines(Gt. 7,500 rate)					\$7.00	\$35.00					
		Previous Year New Incremental Growth totaling less that 7,500 Lines					\$8.00	\$35.00					
		<b>Rate Groups for determining RC rate for Line Installed 10/1/2005-10/1/2007</b>											
		Previous Year New Incremental Growth totaling 17,500 Lines or more					\$5.00	\$35.00					
		Previous Year New Incremental Growth totaling 12,500-17,499 Lines(Gt. 12,500 rate)					\$6.00	\$35.00					
		Previous Year New Incremental Growth totaling 7,500-12,499 Lines(Gt. 7,500 rate)					\$7.00	\$35.00					
		Previous Year New Incremental Growth totaling less that 7,500 Lines					\$8.00	\$35.00					
	9.4.2	Cable Unloading / Bridge Tap Removal						\$58.50				#	
	9.4.3	OSS, per Order					\$0.00						
	9.4.4	Reclassification Charge						ICB					
	9.4.5	Splitter Shelf Charge					\$4.39	\$532.56					
	9.4.6	Splitter TIE Cable Connections											
		Splitter in the Common Area -- Data to 410 block					\$5.19	\$2,804.98					
		Splitter in the Common Area -- Data direct to CLEC					\$5.52	\$2,981.61					
		Splitter on the IDF - Data to 410 block					\$1.58	\$853.16					
		Splitter on the IDF - Data direct to CLEC					\$3.11	\$1,679.72					
		Splitter on the MDF - Data to 410 block					\$1.63	\$882.73					
		Splitter on the MDF - Data direct to CLEC					\$3.69	\$1,991.96					
	9.4.7	Engineering						\$1,300.49					
	9.4.8	Conversion Charge						ICB					
		1. Beginning in October 2, 2004 the RC will be adjusted based on annual volumes from the previous year. To determine the annual additional net volume of Line Shared services, Qwest will subtract the total number of Line Shared services in service as of September 30, of the immediate previous year from the total number of Line Shared services in service as of September 30, of the current year.											
		# The Cable Unloading / Bridge Tap Removal charge does not apply until further notice											

## EXHIBIT B TO COMMERCIAL LINE SHARING AMENDMENT

1. On or after October 2, 2004 all of CLEC's existing Line Sharing arrangements, whether ordered pursuant to this Amendment, shall not be subject to performance assurance plan remedies or any other service quality standards or remedies applicable to Qwest.

In lieu of these performance provisions, Qwest shall provide performance reporting on the following commercial line sharing metrics:

- Firm Order Commitments On Time
- Installation Commitments Met
- Order Installation Interval
- Out of Service Cleared within 24 Hours
- Mean Time to Restore
- Trouble Rate

The business rules for the foregoing metrics are attached and are subject to change upon written notice to CLEC. In addition, Qwest shall provide CLEC with ad hoc data showing the monthly Repeat Trouble rate for Commercial Line Sharing arrangements in a reasonable form and manner for the term of the Amendment in any month that CLEC makes a written request for such ad hoc data.

2. Qwest agrees to provide a one-time credit to CLEC according to the formula set forth below. To the extent that it is necessary for the Parties to seek the consent or approval of a regulatory agency or authority to effect the provisions of this section, the Parties shall, either jointly or severally, reasonably act to make and support such a request and cooperate in such process.

$NPV f(\$0.065 * CLEC \text{ Lines} * 24 \text{ months})$

Where,

NPV = Net Present Value function

Discount Rate = 10%

CLEC Lines = Total number of CLEC's Line Sharing arrangements in service as of the Effective Date of the Amendment.



## **Line Sharing Commercial Measurement Definitions**

**Version 1.2**

**June 7, 2004**

## FOC-1 – Firm Order Confirmations (FOCs) On Time

<p><b>Purpose:</b> Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.</p>		
<p><b>Description:</b> Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.</p> <ul style="list-style-type: none"> <li>Includes all LSRs that are submitted through IMA-GUI and IMA-EDI interfaces that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)</li> <li>LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.</li> </ul>		
<p><b>Reporting Period:</b> One month</p>		<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting:</b> Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Regional level.</p>	
<p><b>Formula:</b></p> $\text{FOC-1} = \left\{ \left[ \text{Count of LSRs for which the original FOC's " (FOC Notification Date \& Time) - (Application Date \& Time)"} \text{ is within the intervals specified for the service category involved} \right] \div \left( \text{Total Number of original FOC Notifications transmitted for the service category in the reporting period} \right) \right\} \times 100$		
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>LSRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be projects.</li> <li>Hours on Weekends and holidays.</li> <li>LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the measure definition.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>		
<p><b>Product Reporting:</b> Line Sharing</p>		
	<p><u>Standard FOC Intervals</u></p>	
	<p><b>Product Group</b> <sup>NOTE 1</sup></p> <p>Line Sharing loops</p>	<p>1-24 shared</p>
<p><b>Availability:</b> TBD</p>		

	<b>Notes:</b> LSRs with quantities above the highest number specified for each product type are considered ICB.

## ICM-1 - Installation Commitments Met

### Purpose:

Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

### Description:

Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.

**Reporting Period:** One month

**Unit of Measure:** Percent

### Reporting:

Individual CLEC

### Disaggregation Reporting:

Regional level.

- Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving:  
ICM-1A Dispatches (Includes within MSA and outside MSA); and  
ICM-1B No dispatches.
- Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations:  
ICM-1C Interval Zone 1 and Interval Zone 2 areas.

### Formula:

$$\left[ \frac{\text{(Total Orders completed in the reporting period on or before the Applicable Due Date)}}{\text{(Total Orders Completed in the Reporting Period)}} \right] \times 100$$

### Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.

<b>Product Reporting</b>			
<b>MSA-Type:</b>			
Line Sharing			
<b>Zone-Type:</b>			
<b>Availability:</b> TBD	<b>Notes:</b>		

## OII-1 - Order Installation Interval

<p><b>Purpose:</b> Evaluates the timeliness of Qwest's installation of services for CLECs, focusing on the average time to install service.</p>	
<p><b>Description:</b> Measures the average interval (in business days) between the application date and the completion date for service orders accepted and implemented.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity.</li> <li>• Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).</li> <li>• The Applicable Due Date is the original due date or, if changed or delayed by the CLEC, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the CLEC-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 1</sup></li> <li>• Time intervals associated with CLEC-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent CLEC-initiated due date, if any. <sup>NOTE 1</sup></li> </ul>	
<p><b>Reporting Period:</b> One month</p>	
<p><b>Unit of Measure:</b> Average Business Days</p>	
<p><b>Reporting:</b> Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Regional level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: OII-1A Dispatches (Includes within MSA and outside MSA); and OII-1B No dispatches.</li> <li>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: OII-1C Interval Zone 1 and Interval Zone 2 areas.</li> </ul>
<p><b>Formula:</b>  <math display="block">\Sigma[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with CLEC-initiated due date changes or delays occurring after the Applicable Due Date})] \div \text{Total Number of Orders Completed in the reporting period}</math> </p> <p><u>Explanation:</u> The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) by total number of service orders completed in the reporting period.</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Orders with CLEC requested due dates greater than the current standard interval.</li> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or application dates.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> </ul>	



<ul style="list-style-type: none"> <li>Records missing data essential to the calculation of the measurement per the measure definition.</li> <li>Orders involving individual case basis (ICB) handling based on quantities of lines, circuits or loops, or orders deemed to be projects.</li> </ul>	
<b>Product Reporting:</b>	
<b>MSA-Type -</b>	<b>Reported As:</b>
Line Sharing	Average business days
<b>Zone-Type -</b>	
•	
<b>Availability:</b> TBD	<b>Notes:</b> 1. According to this definition, the Applicable Due Date can change, per successive CLEC-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further CLEC-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent CLEC-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and CLEC-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and CLEC-initiated impacts on intervals are not counted in the reported interval.

## OOS24-1 - Out of Service Cleared within 24 Hours

### Purpose:

Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).

### Description:

Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

**Reporting Period:** One month

**Unit of Measure:** Percent

### Reporting:

Individual CLEC

### Disaggregation Reporting: Regional level.

- Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving:  
OOS24-1A Dispatches (Includes within MSA and outside MSA);  
and  
OOS24-1B No dispatches.
- Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations:  
OOS24-1C Interval Zone 1 and Interval Zone 2 areas.

### Formula:

[(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) / (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 100

### Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for No Trouble Found (NTF), Test O K (TOK), Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.

- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
  - Records involving official company services.
  - Records with invalid trouble receipt dates.
  - Records with invalid cleared or closed dates.
  - Records with invalid product codes.
  - Records missing data essential to the calculation of the measurement per the measure definition.
-

<b>Product Reporting:</b>			
<b>MSA-Type -</b>			
• Line Sharing			
<b>Zone-Type -</b>			
•			
<b>Availability:</b> TBD	<b>Notes:</b>		

## MTTR-1 - Mean Time to Restore

<p><b>Purpose:</b> Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.</p>	
<p><b>Description:</b> Measures the average time taken to clear trouble reports.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.</li> <li>• Time measured is from date and time of receipt to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Hours and Minutes</p>
<p><b>Reporting:</b> Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Regional level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: MTTR-1A Dispatches (Includes within MSA and outside MSA); and MTTR-1B No dispatches.</li> <li>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: MTTR-1C Interval Zone 1 and Interval Zone 2 areas.</li> </ul>
<p><b>Formula:</b>  <math display="block">\frac{\sum[(\text{Date \&amp; Time Trouble Report Cleared}) - (\text{Date \&amp; Time Trouble Report Opened})]}{(\text{Total number of Trouble Reports closed in the reporting period})}</math> </p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for No Trouble Found (NTF), Test OK (TOK), Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the measure definition.</li> </ul>	

<b>Product Reporting:</b>		
<b>MSA-Type –</b> Line Sharing		
<b>Zone-Type -</b>		
•		
<b>Availability:</b> TBD	<b>Notes:</b>	

## TR-1 - Trouble Rate

<p><b>Purpose:</b> Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.</p>	
<p><b>Description:</b> Measures trouble reports by product and compares them to the number of lines in service.</p> <ul style="list-style-type: none"> <li>● Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>● Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting:</b> Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Regional level.</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}}{\text{Total number of the specified services that are in service in the reporting period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>● Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type) trouble reports coded to trouble codes for No Trouble Found (NTF), Test O K (TOK), Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>● Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>● Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>● Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type”.</li> <li>● For products measured from MTAS data (products listed for MSA-type, trouble reports involving a “no access” delay.)</li> <li>● Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>● Records involving official company services.</li> <li>● Records with invalid trouble receipt dates.</li> <li>● Records with invalid cleared or closed dates.</li> <li>● Records with invalid product codes.</li> <li>● Records missing data essential to the calculation of the measurement per the measure definition.</li> </ul>	

<b>Product Reporting:</b>	
<b>MSA Type:</b>	
<ul style="list-style-type: none"> <li>• Line Sharing</li> </ul>	
<b>Zone Type:</b>	
<ul style="list-style-type: none"> <li>•</li> </ul>	
<b>Availability:</b> TBD	<b>Notes:</b>



**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of July 15, 2004 through July 21, 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**

**TC04-133      In the Matter of the Filing by Black Hills FiberCom, L.L.C. for Designation as an Eligible Telecommunications Carrier.**

On July 19, 2004, Black Hills FiberCom, L.L.C. filed a petition for designation as an Eligible Telecommunications Carrier (ETC) in the communities of Belle Fourche, Black Hawk, Lead/Deadwood, Piedmont, Spearfish, Sturgis, and Whitewood. "Because Black Hills FiberCom currently provides service entirely through its own facilities and not through resale or lease of an incumbent carrier's facilities, Black Hills FiberCom seeks ETC designation based on the geographic area depicted in [Confidential] Exhibit A, rather than on the incumbent carrier's exchange boundaries."

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 07/19/04  
Intervention Deadline: 08/06/04

**TC04-134      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 July 21, 2004, the Commission received a filing for approval of a Commercial Line-Sharing Amendment to the Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company. According to the parties, the Amendment adds terms, conditions and rates for Commercial Line-Sharing. The Amendment replaces the line sharing amendment filed on May 14, 2004, in Docket TC04-096. 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 August 10, 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: 07/21/04  
Initial Comments Due: 08/10/04

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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 )	TC04-134
COMMUNICATIONS COMPANY )	

On July 21, 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 is made in order to add to the agreement the terms, conditions and rates for Commercial Line-Sharing, as set forth in Attachment 1 and Exhibit A to the amendment.

On July 22, 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 August 10, 2004, to do so. No comments were filed.

At its duly noticed September 14, 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 22<sup>nd</sup> day of September, 2004.

<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>Dilaine Kalbo</i></u>
Date: <u>9/23/04</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