

TC04-186

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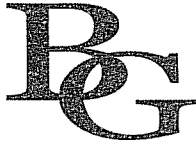
TC04-186

DOCKET NO. \_\_\_\_\_

In the Matter of IN THE MATTER OF THE FILING FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND M C L E O D U S A TELECOMMUNICATIONS SERVICES, INC.

**Public Utilities Commission of the State of South Dakota**

DATE	MEMORANDA
8/25 04	Filed and Docketed;
8/26 04	Weekly Filing;
10/20 04	Order Approving Amendment to Agreement;
10/20 04	Docket Closed.



Boyce, Greenfield, Pashby & Welk, LLP

RECEIVED

AUG 25 2004

tjwelk@bgpw.com

Direct Dial: 605-731-0208

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Attorneys at Law

August 23, 2004

101 N. Phillips Ave., Suite 600

Sioux Falls, SD 57104

P.O. Box 5015

Sioux Falls, SD 57117-5015

P: 605-336-2424

F: 605-334-0618

www.bgpw.com

*Russell R. Greenfield*

*Gary J. Pashby*

*Thomas J. Welk*

*Michael S. McKnight*

*Gregg S. Greenfield*

*Roger A. Sudbeck*

*Lisa K. Marso*

*Heather R. Springer\**

*Heith R. Janke*

*Darin W. Larson*

*Michael F. Tobin*

*Christopher W. Madsen*

*Sherri L. Rotert\*\**

*\*Also licensed in Kansas*

*\*\*Also licensed in Colorado*

*J.W. Boyce (1884-1915)*

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

Re: Filing of Amendment to the Interconnection Agreement between Qwest Corporation and McLeod Telecommunications Services, 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 Measuring Amendment to the Agreement between McLeod Telecommunications Services, Inc. ("McLeod") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the agreement between McLeod and Qwest which was approved by the Commission on July 23, 1999 in Docket No. TC99-057.

McLeod has authorized Qwest to submit this amendment on McLeod's behalf.

Sincerely yours,

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

Thomas J. Welk

TJW/vjj

Enclosures

cc: Julia Redman-Carter - McLeod (w/o enc)  
Ms. Colleen Sevold (w/o enc)  
Ms. Mary Sullivan (w/o enc)

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AUG 25 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

DC Power Measuring Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
McLeodUSA Telecommunications Services, Inc.  
for the State of South Dakota

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa 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 July 23, 1999, as referenced in Docket No. TC99-057 ("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 the terms, conditions and rates for DC Power Measuring, as set forth in Attachment 1, attached hereto and incorporated herein.

**Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**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.

**McLeodUSA Telecommunications Services, Inc.**

James E. Thompson  
Signature

James E. Thompson  
Name Printed/Typed

GVP, General Counsel and Secretary  
Title

August 17, 2004  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

8/18/04  
Date

# ATTACHMENT 1

## DC Power Measuring

### 1.0 Monitoring

1.1 CLEC orders DC power in increments of twenty (20) amps whenever possible. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. IF CLEC orders an increment smaller than or equal to sixty (60) amps, the terminations will normally appear on a Battery Distribution Fuse Board (BDFB).

1.2 If CLEC orders sixty (60) amps or less, it will normally be placed on a BDFB where no monitoring will occur since the power usage rate reflects a discount from the rates for those feeds greater than sixty (60) amps. If CLEC orders more than sixty (60) amps of power, it normally will be placed on the power board. Qwest will monitor usage at the power board on a semi-annual basis. However, Qwest also agrees to take a reading within thirty (30) Days of a written CLEC request, after CLEC's installation of new equipment. Qwest will perform a maximum of four (4) readings per year on a particular collocation site. Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly usage rate to CLEC's actual use. If CLEC is utilizing more than the ordered amount, Qwest will increase the monthly usage rate to the CLEC's actual use. Until such time that CLEC places equipment and a request is received from CLEC to monitor, Qwest will bill CLEC based on the amount of power ordered. Once Qwest receives a CLEC monitoring request, it will bill the actual power usage rate from the date of the CLEC's monitoring request until the next reading. The next reading date may be generated as a result of the CLEC request or a Qwest routine reading and Billing will be adjusted on whichever date comes first.

### 2.0 Rate Elements - All Collocation

2.1 -48 Volt DC Power Usage and AC Usage Charges. Provide -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Usage Charge is for the capacity of the power plant available for CLEC's use. The AC Usage Charge is for the power used by CLEC. Both the DC Power Usage Charge and the AC Usage Charge are applied on a per ampere basis.

2.2 The -48 Volt DC Power Usage Charge is specified in Exhibit A of the Agreement and applies to the quantity of -48 Volt Capacity specified by the CLEC in its order.

2.2.1 -48Volt DC Power Usage Charge – Applies on a per amp basis to all orders of greater than sixty (60) amps. Qwest will initially apply the -48 Volt DC Power Usage Charge from Exhibit A of the Agreement to the quantity of power ordered by CLEC. Qwest will determine the actual usage at the power board as described in Section 1.2 There is a one (1) amp minimum charge for -48 Volt DC Power Usage.

2.3 CLEC rates for Collocation must be included in CLEC's existing Interconnection Agreement with Qwest prior to amending with DC Power Monitoring (Measuring) Amendment.

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of August 19, 2004 through August 25, 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**

**TC04-184      In the Matter of the Request of Qwest Corporation for Certification Regarding its Use of Federal Universal Service Support.**

On August 20, 2004, Qwest Corporation (Qwest) provided information constituting Qwest's plan for the use of its federal universal service support and to otherwise verify that Qwest will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/20/04  
Intervention Deadline: 09/10/04

**TC04-185      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Granite Telecommunications, LLC.**

On August 24, 2004, the Commission received a filing for approval of an Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts Amendment between Qwest Corporation and Granite Telecommunications, LLC. 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 September 13, 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: 08/24/04  
Initial Comments Due: 09/13/04

**TC04-186      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.**

On August 25, 2004, the Commission received a Filing for Approval of a DC Power Measuring Amendment between Qwest Corporation and McLeodUSA Telecommunications Services, Inc. According to the parties, the amendment adds terms, conditions, and rates for DC Power Measuring. 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 September 14, 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: 08/25/04  
Initial Comments Due: 09/14/04

**TC04-187      In the Matter of the Request of Western Wireless Corporation for Certification  
Regarding its Use of Federal Universal Service Support.**

On August 25, 2004, Western Wireless Corporation (Western) provided information constituting Western's plan for the use of its federal universal service support and to otherwise verify that Western will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best  
Staff Attorney: Karen E. Cremer  
Date Filed: 08/25/04  
Intervention Deadline: 09/10/04

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

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

<b>IN THE MATTER OF THE FILING FOR )</b>	<b>ORDER APPROVING</b>
<b>APPROVAL OF AN AMENDMENT TO AN )</b>	<b>AMENDMENT TO</b>
<b>INTERCONNECTION AGREEMENT BETWEEN )</b>	<b>AGREEMENT</b>
<b>QWEST CORPORATION AND MCLEODUSA )</b>	
<b>TELECOMMUNICATIONS SERVICES, INC. )</b>	<b>TC04-186</b>

On August 25, 2004, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Qwest. The Amendment adds terms, conditions and rates for DC Power Measuring as set forth in Attachment 1

On August 26, 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 September 14, 2004, to do so. No comments were filed.

At its duly noticed October 12, 2004, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and McLeod. 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 20<sup>th</sup> day of October, 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>Rebecca Kolbo</i></u>
Date: <u>10/21/04</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