

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

In the Matter of Level 3)	TC06-007
Communications, LLC's)	
Petition For Arbitration)	
Pursuant to Section 252(b))	
of the Communications Act)	NOTICE OF ADOPTION OF
of 1934, As Amended by the)	QWEST'S STATEMENT OF
Telecommunications Act of)	GENERALLY AVAILABLE TERMS
1996, and the Applicable)	
State Laws for Rates,)	
Terms, and Conditions of)	
Interconnection with Qwest)	
Corporation)	

Level 3 Communications, LLC ("Level 3") respectfully submits to the Commission its notice, pursuant to Sections 251 and 252 of the Communications Act, as amended by the Telecommunications Act of 1996, of Level 3's adoption of Qwest Corporation's ("Qwest's") Statement of Generally Available Terms ("SGAT") as filed and approved, or permitted to take effect, by this Commission for the State of South Dakota pursuant to Section 252(f) of the Act. Pursuant to its rights under Section 252(i) of the Act, Level 3 has elected to opt-in to the SGAT to govern the relationship between Level 3 and Qwest in the State of South Dakota.

The SGAT provides for the interconnection of the two companies' networks and makes available to Level 3 access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Qwest in South

Dakota. Level 3 respectfully requests that the Commission promptly acknowledge this adoption of the SGAT.

In support of this notice, Level 3 states as follows:

THE PARTIES

1. Qwest is an incumbent local exchange carrier ("ILEC") and a former Bell operating company ("RBOC") in South Dakota, each as defined by the Act. Pursuant to the Act, Qwest is required to provide to requesting telecommunications carriers interconnection, access to unbundled network elements, collocation, number portability, dialing parity, access to rights-of-way, reciprocal compensation, and resale, among other things. See 47 U.S.C. §251(b)-(c). As an RBOC, Qwest can meet its obligations under Section 251 by preparing and filing for approval with a state commission a statement of the terms and conditions that Qwest generally offers within that state to comply with the requirements of Section 251. See 47 U.S.C. §252(f). Qwest chose to file its SGAT in the State of South Dakota to meet the requirements of Section 251.

2. Level 3 is a Delaware limited liability company with its principal place of business located at 1025 Eldorado Blvd, Broomfield, Colorado 80021. Level 3 is a nationwide facilities-based provider of next-generation telecommunications infrastructure and services, providing fiber-based, integrated data, voice and Internet communications services. Level 3 offers services to business, governmental and institutional end users, Internet service providers, providers of Voice-over-Internet Protocol ("VoIP") services, long distance carriers and wireless service providers. Level 3 is authorized to provide

competitive local exchange and interexchange services in the State of South Dakota, including those territories served by Qwest.

THE SGAT

3. Qwest filed for approval its SGAT in the State of South Dakota to meet the requirements of Section 251. The SGAT has been approved, or permitted to take effect, by the Commission pursuant to Section 252(f) and, therefore, requires no additional review and approval pursuant to the Act. The SGAT is generally available to any telecommunications carrier authorized to provide local telephone service in South Dakota that may wish to obtain the interconnection, unbundling and resale arrangements specified in the SGAT on those terms and conditions.

4. Level 3 has exercised its right to opt-in to Qwest's SGAT in the State of South Dakota. Section 252(i) of the Act requires local exchange carriers to make available any interconnection, service, or network element provided under an agreement approved under Section 252 to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

5. Level 3 has previously notified Qwest that it will elect to adopt the terms of the SGAT as the terms and conditions that will govern the relationship between Qwest and Level 3 in South Dakota. Level 3 is serving upon Qwest a true and correct copy of this Notice of Adoption contemporaneous with this filing.

6. The SGAT sets forth the terms, conditions and prices under which Qwest and Level 3 will offer and provide network interconnection, reciprocal call termination, access to network elements, ancillary network services, and wholesale telecommunications services available for resale to each other within each Local Access and Transport Area (LATA) in which they both operate in South Dakota. Level 3 calls upon Qwest to identify docket numbers and Commission approval dates of all operative components of the SGAT. This Commission approved amendments to Exhibits B and K of the SGAT in Docket TC04-257 by its order of March 17, 2005. A review of filed agreements discloses the use of the following components bearing effective dates without apparent Commission approval or filing and permitting the component to take effect:

- a. Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services, Qwest Fourteen State Template, Version 2.3, August 24, 2006.
- b. Exhibit A, Rates, South Dakota, November, 2006, 12 pages.
- c. Exhibit C, Service Interval Tables, Qwest Fourteen State Template, Version 1.8, May 11, 2005, one page.
- d. Exhibit D, Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document, Qwest, South Dakota, October 4, 2004, 39 pages.

- e. Exhibit E, Intentionally Left Blank
- f. Exhibit F, Special Request Process, Qwest All States, August 24, 2006, one page.
- g. Exhibit G, Intentionally Left Blank
- h. Exhibit H, Calculation of the Relative Use Factor (RUF), Qwest Fourteen State Template, Version 1.8, May 11, 2005, Qwest All States Except Minnesota and Washington, one Page.
- i. Exhibit I, Individual Case Basis (ICB), Negotiations Template, 9-20-04, two pages.
- j. Exhibit J, Election of Reciprocal Compensation Option, Intentionally Left Blank.
- k. Exhibit L, Advice Adoption Letter, one page.
- l. Exhibit M, Interim Advice Adoption Letter, one page.

NOTICE OF ADOPTION

7. Level 3 respectfully notifies this Commission of its adoption of the SGAT, and respectfully requests that the Commission expedite its acknowledgement of this adoption and deem the SGAT effective between Qwest and Level 3 effective as of Commission approval. Level 3 shall file a paper copy of this notice with the Commission Executive Secretary. Level 3 will file a copy of the Qwest SGAT with the Executive Secretary when its effective components have been identified.

WHEREFORE, Level 3 respectfully notifies this Commission of its adoption of the SGAT filed and approved in the State of South Dakota pursuant to Sections 252(f) and 252(i), and that

such adoption should be deemed effective as of Commission approval.

Dated this 7th day of May, 2007.

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CERTIFICATE OF SERVICE

David A. Gerdes of May, Adam, Gerdes & Thompson LLP hereby certifies that on the 7th day of May, 2007, he mailed by United States mail, first class postage thereon prepaid, and sent by e-mail, a true and correct copy of the foregoing in the above-captioned action to the following at their last known addresses, to-wit:

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A handwritten signature in black ink, appearing to read "David A. Gerdes", written over a horizontal line.

David A. Gerdes