

TC00-180

TC00-180

K4

DOCKET NO. TC00-180

In the Matter of

IN THE MATTER OF THE FILING FOR
APPROVAL OF A FOURTH
AMENDMENT TO AN
INTERCONNECTION AGREEMENT
BETWEEN QWEST CORPORATION
AND MCLEODUSA
TELECOMMUNICATIONS SERVICES,
INC.

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

11/8 00 Filed and Docketed;
11/9 00 Weekly Filing;
1/10 01 Order Approving Fourth Amendment to Agreement;
1/10 01 Docket Closed.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Amendment No. 4 to the Interconnection Agreement
Between
McLeodUSA Telecommunications Services, Inc.
and
Qwest Corporation
f.k.a U S WEST Communications, Inc.
for the state of South Dakota**

RECEIVED

NOV 08 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment No. 4 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation (f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, McLeodUSA and USWC entered into that certain Interconnection Agreement for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission on July 23, 1999 (the "Agreement"); and

WHEREAS, McLeodUSA and Qwest desire to amend the Agreement by adding the terms, conditions and rates 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:

1. Amendment Terms.

This Amendment is made in order to add terms, conditions and rates for Line Sharing as set forth in Attachment 1 attached hereto and incorporated herein.

2. Effective Date.

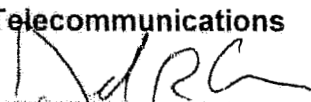
This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, McLeodUSA must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. McLeodUSA will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.


Authorized Signature

David R. Conn

Name Printed/Typed

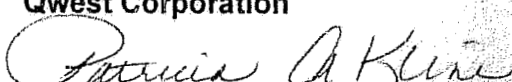
Vice President

Title

10/6/00

Date

Qwest Corporation


Authorized Signature

PATRICIA A. KLINE

Name Printed/Typed

GENERAL MANAGER

Title

10/16/00

Date

Attachment 1 Line Sharing

1. Line Sharing

1.1 Description

Line Sharing provides McLeodUSA with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service provided by Qwest on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element ("HUNE"). A POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the end user by Qwest.

1.2 Terms and Conditions

1.2.1 General

1.2.1.1 To order the HUNE, McLeodUSA must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in this Section, and the end user must have dial tone originating from a Qwest switch in that Wire Center. McLeodUSA must provide the end user with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 The POTS splitter must meet the requirements for central office equipment collocation set by the FCC or to be compliant with ANSI T1.413.

1.2.1.3 McLeodUSA may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by McLeodUSA to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither McLeodUSA nor Qwest may utilize the HUNE on a given copper loop if another telecommunications carrier, is already using the high frequency spectrum to provide data services, unless the end user of that loop or Qwest or McLeodUSA, with Proof of Authorization from the end user, disconnects the original telecommunications carrier's high-frequency service.

1.2.1.5 McLeodUSA will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning of Shared Loops to remove load coils and excess bridged taps. If McLeodUSA requests conditioning and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end user, McLeodUSA shall pay the conditioning rate set forth in Exhibit A for the loops to be restored to their original state.

1.2.1.6 Qwest will provide McLeodUSA with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of McLeodUSA: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

1.2.1.7 McLeodUSA will provide Qwest with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. McLeodUSA will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement.

1.2.2 McLeodUSA Collocation Area Splitter

1.2.2.1 If McLeodUSA elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, McLeodUSA will be responsible for purchasing the POTS splitters. McLeodUSA also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

1.2.2.2 McLeodUSA may designate some or all of its existing DSO TIE Cable terminations for use in connection with Line Sharing. Qwest will perform any necessary DSO TIE Cable termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to this Section of the Agreement.

1.2.2.3 McLeodUSA may choose to have Qwest provide the cabling used for DSO TIE Cables for Line Sharing subject to a charge that will cover the cost of cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling incurred by Qwest. In the alternative, McLeodUSA may provide all such cabling to Qwest. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.2.2.4 Two ITPs and two pre-wired DSO TIE Cable terminations will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate intermediate distribution frame. From this frame, one DSO TIE Cable termination will carry both voice and data traffic to the POTS splitter located in McLeodUSA's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to McLeodUSA's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, via the intermediate distribution frame, using a second DSO TIE Cable termination and a second ITP.

1.2.2.5 The demarcation points between Qwest's network and McLeodUSA's network will be the place where the combined voice and data loop is cross-connected to the intermediate distribution frame.

1.2.3 Common Area Splitter Collocation

1.2.3.1 If McLeodUSA 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 as close to McLeodUSA's DSO termination points as possible; (b) on an intermediate distribution frame 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. McLeodUSA either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement. Qwest will be responsible for the installation and maintenance of the POTS splitters, but McLeodUSA will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitters shelves of different CLECs in a single relay rack or bay. 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 McLeodUSA.

1.2.3.2 Two ITPs, three pre-wired TIE Cables and one pre-wired DSO TIE Cable termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to McLeodUSA's Collocation

area via a fourth DSO TIE Cable termination, and the voice traffic will be routed to the COSMIC/MDF switch termination, via a second ITP. In the alternative, McLeodUSA may request that Qwest directly cable the data port of the POTS splitter to McLeodUSA's Collocation area under these same terms.

- 1.2.3.3 The demarcation point between Qwest's network and McLeodUSA's network will be at the place where the data loop leaves the POTS splitter on its way to McLeodUSA's Collocated equipment.

1.3 Line Sharing Deployment

- 1.3.1 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation section for Cageless or Common Collocation.

- 1.3.2 McLeodUSA may submit applications for additional DSO TIE Cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DSO TIE Cable terminations under intervals as outlined below in this Section.

- 1.3.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:

- 1.3.3.1 McLeodUSA will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be sixty (60) days. The interval for each subsequent month will be thirty (30) days.

- 1.3.3.2 The forecast must include, at a minimum, the following:

- (a.) The Month in which each application will be sent;
- (b.) The Wire Center by common name for each application;
- (c.) Type of terminations required for each level of connection, and
- (d.) Whether the termination types are the same as existing or, if different, what numbering is requested on the block.

- 1.3.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

- 1.3.3.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the augmentation interval found in the Collocation section.

- 1.3.3.5 In the event McLeodUSA, or Qwest acting as purchasing agent for McLeodUSA, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by McLeodUSA, including but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for McLeodUSA and is unable to procure equipment to complete all work in a timely manner, McLeodUSA may provide Qwest with the subject equipment. McLeodUSA will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and McLeodUSA will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If McLeodUSA does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if the subject equipment in a timely manner. Qwest will install the subject equipment when available.

1.4 Rate Elements

1.4.1 Recurring Rates for Shared Loop

- 1.4.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

- 1.4.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

1.4.2 Non-Recurring Rates for the Shared Loop

- 1.4.2.1 Basic Installation Charge for Shared Loop - A non-recurring charge for each Shared Loop installed will apply.

- 1.4.2.2 If McLeodUSA requests conditioning of a Shared Loop, a non-recurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess bridged taps. If the conditioning significantly degrades the voice services on the loop to the point it is unacceptable to the end user, McLeodUSA shall pay the conditioning charge in Exhibit A to recondition the loop.

1.4.3 Non-Recurring Rates for Tie Cable Reclassification

- 1.4.3.1 Reclassification Charge - A non-recurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame restenciling, and any other work performed between McLeodUSA's collocation and the intermediate distribution frame required to provision Line Sharing.

1.4.4 Non-Recurring Rates for Maintenance and Repair

1.4.4.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied as set forth in Exhibit A.

1.4.4.2 Additional Testing – McLeodUSA may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply.

1.4.5 Rates for Common Area Splitter Collocation

1.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for splitters either in a bay, on the IDF, or on the MDF/COSMIC. These are both recurring and non-recurring charges.

1.4.5.2 POTS Splitter Charge – A non-recurring charge will apply for the cost of each POTS splitter purchased by Qwest on behalf of McLeodUSA. This charge will cover the cost of the POTS splitter, plus any associated costs incurred by Qwest to order the POTS splitter.

1.4.6 POTS Splitter TIE Cable Connections Charge – A non-recurring charge will apply for the cost of each TIE Cable connected to the POTS splitters. This charge will cover both the TIE cables and associated blocks per 100 pair between the POTS splitter and the intermediate distribution frame or splitter bay.

1.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

1.5 Ordering Process

1.5.1 Shared Loop

1.5.1.1 As a part of the pre-order process, McLeodUSA can access loop characteristic information through the Loop Information Tool described in the Support Functions Section. McLeodUSA will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and

McLeodUSA will work together to modify the Loop Information Tool to better support Line Sharing.

1.5.1.2 The appropriate Splitter Meet Points dedicated to the POTS splitters will be provided on the Line Sharing Actual Point of Termination (APOT) from one day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by Qwest and McLeodUSA in writing. McLeodUSA will provide on the LSR, the appropriate frame terminations which are dedicated to POTS splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

1.5.1.3 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to McLeodUSA's Collocated equipment in the same Wire Center.

1.5.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time as set forth in the Interval Guide for Resale and Interconnection Services.

1.5.1.5 McLeodUSA shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed.

1.5.2 Common Area Splitter Collocation

1.5.2.1 This section only applies to situations where McLeodUSA orders placement of the splitter in a common area.

1.5.2.2 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee.

1.5.2.3 New POTS splitter shelves may be ordered with an existing Collocation. McLeodUSA must submit a new Collocation application form and the applicable fee to Qwest.

1.5.3 TIE Cable Reclassification

1.5.3.1 To the extent McLeodUSA has existing DSO TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, McLeodUSA may request that these existing DSO TIE Cable terminations be reclassified for use with Line Sharing. McLeodUSA shall request such reclassification through the same process used to order new terminations.

1.6 Repair and Maintenance

- 1.6.1 Qwest will allow McLeodUSA to access Shared Loops at the point where the combined voice and data loop is cross-connected to the POTS splitter.
- 1.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. McLeodUSA will be responsible for repairing data services provided on Shared Loops. Qwest and McLeodUSA each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.
- 1.6.3 Qwest and McLeodUSA will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: <http://www.uswest.com/carrier/guides/interconnect/>. In the interim, Qwest and McLeodUSA agree that the following general principles will guide the repair and maintenance process for Line Sharing.
 - 1.6.3.1 If an end user complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and McLeodUSA will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of McLeodUSA unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify McLeodUSA whenever this occurs upon voice trouble ticket closure.
 - 1.6.3.2 Qwest and McLeodUSA are responsible for their respective end user base. Qwest and McLeodUSA will have the responsibility for resolution of any service trouble report(s) initiated by their respective end users.
 - 1.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by McLeodUSA. When trouble tickets are initiated by McLeodUSA, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess McLeodUSA the TIC Charge.
 - 1.6.3.4 When trouble reported by McLeodUSA is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign

voltage), Qwest may perform additional testing at the request of McLeodUSA on a case-by-case basis. McLeodUSA may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide McLeodUSA with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, McLeodUSA will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which McLeodUSA is responsible, Qwest will assess the appropriate miscellaneous charge.

- 1.6.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, McLeodUSA will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. McLeodUSA will leave one unused, spare 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.
- 1.6.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, McLeodUSA may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC.
- 1.6.6 Qwest and McLeodUSA will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

1.7 Other

- 1.7.1 Qwest and McLeodUSA agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of an effective phased process for handling McLeodUSA orders for the HUNE; which reflect different end user action scenarios including but not limited to; end user changes or disconnects data service provider and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (iii) Qwest's ability to make loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and McLeodUSA to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) McLeodUSA's forecasts of HUNE orders; and (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and the ability of McLeodUSA to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

EXHIBIT A
SOUTH DAKOTA RATES*

Line Sharing		Recurring	Nonrecurring
Shared Loop, per Loop		\$10.55 ¹	\$71.80 ¹
OSS, per Order			\$3.13 ¹
Basic Installation			ICB
Conditioning Charge			\$58.50
Tie Cable Reclassification			ICB
Engineering – Collocation Augment			ICB
Splitter Shelf Charge		\$4.85 ¹	\$2893.50 ¹
POTS Splitter			
Splitter TIE Cable Connections			\$1303.65 ¹
Trouble Isolation Charge			Section 13, U S WEST'S South Dakota Exchange and Network Services Catalog
Additional Testing			ICB

NOTES:

- * Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

[1] Rates not addressed in U S WEST/AT&T Interconnection Arbitration Docket. (TELRIC based where required.)

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of November 2, 2000 through November 8, 2000

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 filing.
Phone: 605-773-3705 Fax: 605-773-3809

ELECTRIC

EL00-032 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract with Deviations with the City of Gary.

Application by Otter Tail Power Company to renew street lighting contract with the city of Gary due to expiration of existing contract.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Filed: 11/6/00
Intervention Deadline: NA

TELECOMMUNICATIONS

TC00-176 In the Matter of the Application of NewSouth Communications Corp. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application by NewSouth Communications Corp. for a certificate of authority to provide intrastate interexchange telecommunications services in South Dakota including message toll service, Travel Card and operator assisted services by reselling the services of underlying carriers.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Filed: 11/2/00
Intervention Deadline: 11/24/00

TC00-177 In the Matter of the Application of USA Digital Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

USA Digital Communications, Inc. is seeking a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. The applicant intends to offer switched and dedicated 1+ services to business and residential customers.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 11/06/00
Intervention Deadline: 11/24/00

TC00-178 In the Matter of the Filing by Qwest Corporation for Approval of a Revision to its Pierre-Fort Pierre Locality Special Rate Area Map.

Qwest Corporation has filed with the Public Utilities Commission a revision to its Pierre-Fort Pierre Locality Special Rate Area Map. The territory being removed from the Qwest Pierre-Fort Pierre exchange will now

be in the Golden West exchange territory and Golden West will serve the customers in that area.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 11/8/00
Intervention Date: 11/24/00

TC00-179 In the Matter of the Application of Telephone Associates, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

On November 8, 2000, the Commission received an application from Telephone Associates, Inc. for a Certificate of Authority to provide interexchange telecommunication services in South Dakota. Telephone Associates, Inc. seeks to offer direct dial outbound and inbound telecommunication services, and local and long distance services to residential and business customers, utilizing switched and dedicated access facilities.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 11/8/00
Intervention Deadline: 11/24/00

TC00-180 In the Matter of the Filing for Approval of a Fourth Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

An Amendment No. 4 to the Interconnection Agreement between Qwest Corporation (Qwest) and McLeodUSA Telecommunications Services, Inc. (McLeod) was filed with the Commission for approval. The agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between McLeod and Qwest f/k/a U S WEST which was approved by the Commission effective July 23, 1999 in Docket No. TC99-057*. Three amendments have since been filed and approved. The first and second amendments were approved on September 29, 2000 in Docket No. TC00-116 and the third amendment was approved on September 29, 2000 in Docket No. TC00-116. Amendment No. 4 addresses the terms and conditions of line sharing. 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 November 29, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

* The application indicates that TC99-057 was an "arbitrated interconnection agreement" but the record indicate it too was a negotiated agreement.

Staff Attorney: Kelly Frazier
Date Docketed: 11/08/00
Initial Comments Due: 11/29/00

TC00-181 In the Matter of the Filing for Approval of a First Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company, L.P.

An Amendment No. 1 to the Interconnection Agreement between Qwest Corporation (Qwest) and Sprint Communications Company, L.P. (Sprint) was filed with the Commission for approval. The agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between Sprint and Qwest f/k/a U S WEST which was approved by the Commission effective November 23, 1999 in Docket No. TC97-149*. Amendment No. 1 addresses the terms and conditions for line sharing. 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 November 29, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

* The application indicates that TC97-149 was an "arbitrated interconnection agreement" but records indicate it too was a negotiated agreement.

Staff Attorney: Kelly Frazier
Date Docketed: 11/08/00
Initial Comments Due: 11/29/00

TC00-182 In the Matter of the Filing for Approval of a First Amendment to an Interconnection Agreement between Qwest Corporation and New Edge Network, Inc. d/b/a New Edge Networks.

An Amendment No. 1 to the Interconnection Agreement between Qwest Corporation (Qwest) and New Edge Network, Inc. d/b/a New Edge Networks (New Edge) was filed with the Commission for approval. The agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between New Edge and Qwest f/k/a U S WEST which was approved by the Commission effective January 12, 2000 in Docket No. TC99-109*. Amendment No. 1 replaces an interim line sharing agreement. 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 November 29, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

* The application indicates that TC99-109 was an "arbitrated interconnection agreement" but records indicate it too was a negotiated agreement.

Staff Attorney: Kelly Frazier
Date Docketed: 11/08/00
Initial Comments Due: 11/29/00

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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 A FOURTH AMENDMENT TO)	FOURTH AMENDMENT TO
AN INTERCONNECTION AGREEMENT)	AGREEMENT
BETWEEN QWEST CORPORATION AND)	
MCLEODUSA TELECOMMUNICATIONS)	TC00-180
SERVICES, INC.)	

On November 8, 2000, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a fourth amendment to an interconnection agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Qwest. The fourth amendment addresses the terms and conditions of line sharing.

On November 9, 2000, the Commission electronically transmitted notice of the filing of the fourth amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until November 29, 2000, to do so. No comments were filed.

At its duly noticed January 4, 2001, meeting, the Commission considered whether to approve the negotiated fourth 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 fourth amendment does not discriminate against a telecommunications carrier that is not a party to the fourth amendment and the fourth amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the fourth amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated fourth amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 10th day of January, 2001.

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.
Signed by <u>Aldine Kelbo</u>
Date <u>1/13/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner