

TC01-008

In the Matter of

IN THE MATTER OF THE FILING FOR
APPROVAL OF FIRST AND SECOND
AMENDMENTS TO AN
INTERCONNECTION AGREEMENT
BETWEEN QWEST CORPORATION
AND @LINK NETWORKS, INC.

DOCKET NO.

TC01-008

Public Utilities Commission of the State of South Dakota

MEMORANDA

DATE

1/22 01	Falek and Reichert,
1/25 01	Woolley Firm;
2/28 01	Amending First and Second Amendments to Agreement;
2/28 01	Albright, Moore

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January 19, 2001

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

Re: Filing of Amendments Nos. 1 and 2 to the Interconnection Agreement between @link Networks and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Mr. Bullard:

Pursuant to ARSD 20:10:32:21 enclosed for filing are originals and ten (10) copies of Amendments Nos. 1 and 2 to the Interconnection Agreement between @link Networks, Inc. ("@link") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between @link Networks, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission effective September 29, 2000 in Docket No. TC00-133. The enclosed amendment No. 1 adds terms, conditions and rates for Unbundled Dedicated Interoffice Transport ("UDIT") and Amendment No. 2 replaces the Line Sharing Interim Agreement entered into between @link and Qwest on the 24th day of April, 2000 with the terms, conditions and rates for Line Sharing as set forth in Attachment 1 to Amendment 2.

@link has authorized Qwest to submit this Agreement on @link's behalf.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.

Thomas J. Welk

RECEIVED

JAN 22 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

TJW/vjj
Enclosures

cc: Jennifer Aviles - Regulatory Specialist (@link) (enclosure letter only)
Ms. Colleen Sevoid
Ms. Mary Sullivan (enclosure letter only)

Amendment No. 1 to the Interconnection Agreement
Between
@link Networks, Inc.
and
Qwest Corporation
f.k.a. U S WEST Communications, Inc.
South Dakota

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JAN 22 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment No. 1 ("Amendment") is made and entered into by and between @Link Networks, Inc. ("@link") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, @link and Qwest entered into an Interconnection Agreement for service in the state of South Dakota that was approved by the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, @link 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. General.

The Agreement is hereby amended by adding terms, conditions and rates for Unbundled Dedicated Interoffice Transport ("UDIT"), as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, @link must generate, if necessary, an updated Customer Questionnaire. In addition to the Customer Questionnaire, all system updates will need to be completed by Qwest. @link 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.

@link Networks, Inc.[^]

Tim O'Neill
Authorized Signature

Tim O'Neill
Name Printed/Typed

Chief Network Officer

Title

OCT 9 2000

Date

Qwest Corporation

J. Roehkasse
Authorized Signature

John H. Roehkasse
Name Printed/Typed

acting director
Title

10-16-00
Date

Attachment 1

Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

1. Description

1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between two Qwest Wire Centers in the same LATA and state. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDITs and UDITs are available in DS1, DS3, OC-3 and OC-12 bandwidths and such higher capacities as evolve over time where facilities are available. UDIT is also available in DS0 bandwidth. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in U S WEST Technical Publication 77389.

1.2 An Unbundled Multiplexer is offered as a stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

2. Terms and Conditions

2.1 CLEC is responsible for performing cross connections within their collocation between UDIT, EUDIT and other UNEs, ancillary services and finished services and transmission design work, including regeneration requirements for such connections.

2.2 CLEC must order all multiplexing elements and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will not be processed until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

2.3 With the exception of pre-existing combinations provided through the UNE Combinations Section, CLEC must have Collocation at both ends of the UDIT

2.4 CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users in association with local exchange services.

2.5 For DS1 EUDIT, Qwest may provide existing copper to CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

2.7 EUDIT cannot traverse a Qwest Wire Center.

3. Rate Elements

3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.
- d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

13 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

14 OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

3.5 OC-12 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

3.7 3/1 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

3.8 1/0 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to twenty four (24) 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all twenty four (24) channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

3.9 Rearrangement rates are contained in Exhibit A of this Agreement.

4. Ordering Process

4.1 Ordering processes and installation intervals are as follows:

4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section of this Agreement.

4.1.2 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. The service intervals have been established and are set forth in Exhibit C, Section 2.0 to this Agreement.

4.1.3 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders:

- a) Service date changes;
- b) Partial cancellation;
- c) Design change; and
- d) Expedited order.

4.1.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

4.1.5 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC demarcation point and will notify CLEC when the work activity is complete.

4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

4.5 Qwest will perform industry standard tests when installing UDIT service.

5. Maintenance and Repair

5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

6. Rearrangement

6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on the CLEC demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C.

6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

Amendment No. 2 to the Interconnection Agreement
Between
@link Networks, Inc.
and
Qwest Corporation
f.k.a U S WEST Communications, Inc.

RECEIVED

JAN 22 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment No. 2 ("Amendment") is made and entered into by and between @link Networks, Inc. ("CLEC") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement for service in the state of South Dakota that was executed by CLEC on August 7, 2000 and Qwest on August 8, 2000 (the "Agreement"); and

WHEREAS, CLEC 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 replace the Line Sharing Interim Agreement entered into between CLEC and U S WEST Communications, Inc. on the 24th day of April, 2000 and replace it with the terms, conditions and rates for Line Sharing as set forth in Attachment 1 of this Amendment 2, 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, 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. 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.

- 1.2.1.5 CLEC will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If CLEC requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end-user CLEC shall pay the rate set forth in Appendix A for the loops to be restored to their original state.
- 1.2.1.6 Qwest will provide CLEC 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 CLEC: (a) via the standard Collocation arrangements set forth in the existing Interconnection Agreement between CLEC and Qwest; or (b) via Common Area Splitter Collocation as set forth in Section 1.4. 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 CLEC will provide Qwest with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Qwest will keep CLEC forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

1.3 CLEC Collocation Area POTS Splitter

- 1.3.1 Section 1.3.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither CLEC nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by any state commission or agreed to by Qwest and CLEC except as expressly noted.
- 1.3.2 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the existing Interconnection Agreement between CLEC and Qwest, CLEC will be responsible for purchasing the POTS splitters. CLEC also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.
- 1.3.3 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

1.3.4 CLEC may choose to have Qwest provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by Qwest. In the alternative, CLEC 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.

1.3.5 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 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 to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to the CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF, via the intermediate distribution frame, using a second DS0 termination and a second ITP.

1.3.6 The demarcation point between Qwest's network and CLEC's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.

1.4 Common Area Splitter Collocation

1.4.1 Section 1.4.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither CLEC nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by any state commission or agreed to by Qwest and CLEC except as expressly noted.

1.4.2 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DS0 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 due to physical space limitations in the Wire Centers, 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. CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2. Qwest will be responsible for the

installation and maintenance of the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different CLECs in a single relay rack or bay or in the case of the option (c) above Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

- 1.4.3 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.
- 1.4.4 CLEC may choose to have Qwest provide the cabling used for TIE Cables subject to full reimbursement, or CLEC may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, CLEC may request that Qwest directly cable the data port of the POTS splitter to CLEC collocation area under these same terms. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 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 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 CLEC's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, CLEC may request that Qwest directly cable the data port of the POTS splitter to the CLEC collocation area under these same terms.
- 1.4.6 The demarcation point between Qwest's network and CLEC's network will be at the place where the data loop leaves the POTS splitter on its way to CLEC's Collocated equipment.

1.5 Line Sharing Deployment

- 1.5.1 If CLEC submitted applications to Qwest for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000. Those applications will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by the CLECs between March 24, 2000 and April 10, 2000.
- 1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in the existing Interconnection Agreement between CLEC and Qwest for Cageless or Common Collocation.
- 1.5.3 CLEC may submit applications for additional DS0 termination installations and or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined below in Section 1.5.3.1.1.

1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

1.5.3.1.1 CLEC 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 60 days. The interval for each subsequent month will be 30 days.

1.5.3.1.2 The forecast must included, at a minimum, the following:

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

1.5.3.2 Reclassification intervals will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in the existing Interconnection Agreement between CLEC and Qwest.

1.5.4 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when available.

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

2. Rate Elements

2.1 Qwest and CLEC specifically incorporate paragraphs 23-26 of the Interim Line Sharing Agreement dated April 24, 2000 into this Amendment, as Exhibit A. Qwest and CLEC are continuing to negotiate final pricing terms and will enter into a pricing Amendment to incorporate the results of any business agreement or applicable state commission order regarding the pricing terms for line sharing. The pricing terms from the Interim Line Sharing Agreement will remain effective until such time as a pricing Amendment is entered into between the Parties, as described above.

3. Ordering Process

3.1 Shared Loop

3.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool. CLEC will determine, in its sole discretion and at its

risk, whether to order the HUNE across any specific copper loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

- 3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one day prior to the ready for service date or at an interval ordered by the state commission or further agreed to by Qwest and CLEC in writing. Qwest will administer all cross connects/jumpers.
- 3.1.3 Basic Installation "lift and lay" procedures 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 CLEC's Collocated equipment in the same Wire Center.
- 3.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. Qwest and CLEC acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.
- 3.1.5 CLEC 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 DS0 termination reclassification, has been completed.

3.2 Common Area Splitter Collocation

- 3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.
- 3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. CLEC must submit a new Collocation application form and the quote preparation fee to Qwest. Standard Cageless and/or Common Collocation intervals will apply.

3.3 DS0 Termination Reclassification

- 3.3.1 To the extent CLEC has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DS0 terminations be reclassified for use with Line Sharing.

CLEC shall request such reclassification through the same process used to order new DS0 terminations.

4 Repair and Maintenance

- 4.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.
- 4.2 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 also will 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. CLEC will be responsible for repairing data services provided on Shared Loops. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.
- 4.3 Qwest and CLEC 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 web site. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.
 - 4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together and 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 CLEC 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 CLEC whenever this occurs upon voice trouble ticket closure.
 - 4.3.2 Qwest and CLEC each are responsible for their respective end user base and services.
 - 4.3.3 Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not located in Qwest's network, Qwest will assess CLEC the charge specified in Section 2.
 - 4.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), CLEC may request that Qwest perform

additional testing and Qwest may decide to not 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 CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers trouble in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess CLEC the charge specified in Section 2.

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

5 Other

- 5.1 Qwest and CLEC agree to the foregoing rates, terms, and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position Qwest or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This section specifically contemplates, but is not limited to, the following: (i) the positions Qwest and CLEC take in any cost docket related to Line Sharing; and (ii) the positions Qwest or CLEC might take before the FCC or any state public utility commission related to the rates, terms, and conditions under which Qwest must provide CLEC with access to Shared Loops.
- 5.2 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling CLEC orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; 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 CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of CLEC to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

**EXHIBIT A
RATE ELEMENTS FROM INTERIM LINE SHARING AGREEMENT**

PRICING

23. ILEC and the CLECs agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA* price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph 25
	2 ITP/EICT – Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	IA price
Common Area Splitter Collocation Non-Recurring	Installation	\$5,000.00 per shelf
Common Area Splitter Collocation Recurring	Equipment bay – per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by ILEC	POTS splitter	Market cost – in addition to the \$5,000.00 flat rate
Non-recurring for TIE cable reclassification	TIE cables	Time and material for engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph 20 (c) and (d) ¹
Line Conditioning	Load Coil and Excess Bridged Tap Removal	IA price

* The relevant interconnection agreement between ILEC and CLEC.

24. ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.

¹ ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:

- (c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission.
- (d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.

25. CLECs may choose from either of the following options for an interim recurring shared line rate:

(a) A rate of \$5.40 per month per shared line; or

(b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line.

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection.

26. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of January 18, 2001 through January 24, 2001

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

CONSUMER COMPLAINTS

CT01-003 **In the Matter of the Complaint filed by Walfrido and Debra Paez, Rapid City, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Billing for Services.**

The Complainants claim that they received a billing which included international toll charges to a foreign country which they did not authorize. AT&T claims that the charges were generated through the Complainants' computer modem. The Complainants claim that "we do not have a modem on our computer connected to the phone lines." The Complainants request removal of charges and reimbursement for all expenses related to the cost of attending a hearing.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 01/19/01
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC01-007 **In the Matter of the Application of Midstate Telecom, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.**

Midstate Telecom, Inc. filed an application requesting a Certificate of Authority to provide local exchange telecommunication services in South Dakota. Applicant is also requesting it be exempted from filing company-specific cost-based switched access rates.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 01/18/01
Intervention Deadline: 02/09/01

TC01-008 **In the Matter of the Filing for Approval of First and Second Amendments to an Interconnection Agreement between Qwest Corporation and @link Networks, Inc.**

On January 22, 2001 amendment nos. 1 and 2 to the Interconnection Agreement between Qwest Corporation ("Qwest") and @link Networks, Inc. ("@link") were filed with the Commission for approval. Amendment No. 1 adds terms, conditions and rates for Unbundled Dedicated Interoffice Transport ("UDIT"). Amendment No. 2 replaces the Line Sharing Interim Agreement entered into between @link and Qwest on April 24th, 2000 with the terms, conditions and rates for Line Sharing as set forth in Attachment 1 to Amendment 2. 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 February 12, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/22/01
Initial Comments Due: 02/12/01

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

IN THE MATTER OF THE FILING FOR) APPROVAL OF FIRST AND SECOND) AMENDMENTS TO AN INTERCONNECTION) AGREEMENT BETWEEN QWEST) CORPORATION AND @LINK NETWORKS,) INC.)	ORDER APPROVING FIRST) AND SECOND) AMENDMENTS TO) AGREEMENT) TC01-008)
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On January 22, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) first and second amendments to an interconnection agreement between @link Networks, Inc. (@link) and Qwest. The first amendment adds terms, conditions and rates for Unbundled Dedicated Interoffice Transport (UDIT). The second amendment replaces the Line Sharing Interim Agreement entered into between @link and Qwest on April 24, 2000, with the terms, conditions and rates for Line Sharing as set forth in Attachment 1 to Amendment 2

On January 25, 2001, the Commission electronically transmitted notice of the filing of the first and second amendments to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until February 12, 2001, to do so. No comments were filed

At its duly noticed February 21, 2001, meeting, the Commission considered whether to approve the negotiated first and second amendments to the agreement between Qwest and @link. 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 first and second amendments do not discriminate against a telecommunications carrier that is not a party to the first and second amendments and the first and second amendments are consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the first and second amendments to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated first and second amendments to the agreement as described herein.

Dated at Pierre, South Dakota, this 28th day of February, 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.	
By	<u>Melvin Kelso</u>
Date	<u>2/28/01</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
 JAMES A. BURG, Chairman

Pam Nelson
 PAM NELSON, Commissioner