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June 11, 2001

RECEIVED

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

STATE OF SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: Filing of the Amendment re: Single Point of Presence (SPOP) to the Local Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc.  
Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Amendment re: Single Point of Presence (SPOP) to the Local Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. ("McLeod") 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 McLeodUSA Telecommunications Services, Inc. and U S WEST Communications, Inc. which was approved by the Commission effective July 23, 1999 in Docket No. TC99-057.

This Amendment is made in order to add terms and conditions for Single Point of Presence (SPOP) in the LATA, to the Agreement, as set forth in Attachment 1 and Exhibit A attached to the Amendment.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

- cc: Ms. Laurainne Harding - McLeod (enclosure letter only)
- Ms. Colleen Sevoid
- Ms. Mary Sullivan (enclosure letter only)

Amendment re: Single Point of Presence (SPOP)  
to the  
Local Interconnection Agreement  
between  
McLeodUSA Telecommunications Services, Inc.  
and  
Qwest Corporation  
(f/k/a U S WEST Communications, Inc.)  
South Dakota

RECEIVED

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This Amendment to the Local Interconnection Agreement is between McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation, and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation. CLEC and Qwest shall be known jointly as the "Parties".

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the South Dakota Public Utilities Commission ("Commission") on July 23, 1999, Docket/Order No. TC99-057 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Amendment Terms.**

This Amendment is made in order to add terms and conditions for Single Point of Presence (SPOP) in the LATA, to the Agreement, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**2. Effective Date.**

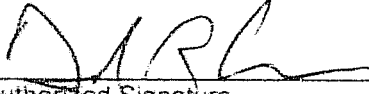
This Amendment shall be deemed effective upon Commission approval, however, the Parties may agree to implement the provisions of this Amendment upon execution.

**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

05/10/01

Date

**Qwest Corporation**



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

5/21/01

Date

**ATTACHMENT 1**

**Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS)/Type 2 Interconnection trunking option** that allows CLEC/WSP to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the SPOP utilizing trunking as described following.

- 1.1 By utilizing SPOP in the LATA, CLEC/WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC/WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC/WSP's physical point of presence.
- 1.2 SPOP in the LATA includes an Entrance Facility (EF)/Expanded Interconnect Channel Termination (EICT) and Direct Trunked Transport (DTT) options at both a DS1 and DS3 capacity.
- 1.3 Where there is a Qwest local tandem serving an end office that CLEC/WSP intends to terminate traffic, the following conditions apply:
  - 1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem, subject to the 512 CCS rules.
  - 1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
  - 1.3.3 A separate trunk group to the Qwest access tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic. CLEC/WSP may, at its option, elect to separate its Exchange Access and Jointly Provided Switched Access traffic onto two separate trunk groups, each going to the Qwest access tandem.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC/WSP may choose from one of the following options:
  - 1.4.1 A two-way CLEC/WSP LIS/Type 2 trunk group to the Qwest access tandem for CLEC/WSP traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic. If CLEC/WSP selects this option, Qwest will send Exchange Service EAS/Local, Exchange Access and Jointly Provided Switched Access traffic to CLEC on the same two-way LIS/Type 2 trunk group.
  - 1.4.2 A two-way CLEC/WSP LIS/Type 2 trunk group to the Qwest access tandem for CLEC/WSP Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D

network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network. If CLEC/WSP selects this option, Qwest will send traffic to CLEC/WSP under the same configuration: (1) Jointly Provided Switched Access traffic on the first two-way trunk group and (2) combined Exchange Service EAS/Local and Exchange Access traffic on the second two-way trunk group.

- 1.4.3 A one-way terminating CLEC/WSP LIS/Type 2 trunk group to the Qwest access tandem for CLEC/WSP traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic. If CLEC/WSP selects this option, Qwest will send Exchange Service EAS/Local, Exchange Access and Jointly Provided Switched Access traffic to CLEC/WSP on a single one-way LIS/Type 2 trunk group.
- 1.4.4 CLEC/WSP may utilize a one-way LIS/Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network. If CLEC/WSP selects this option, Qwest will send traffic to CLEC/WSP under the same configuration: (1) Jointly Provided Switched Access traffic on one one-way trunk group and (2) Exchange Service EAS/Local and Exchange Access traffic on the second one-way trunk group.

1.4.4.1 LATA Toll Non-IXC) trunk group.

1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS/Type 2 trunk group, Qwest, at CLEC/WSP's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. CLEC/WSP should apportion per minute of use (MOU) charges appropriately.

- 1.5 CLEC/WSP must have SS7 functionality to use SPOP in the LATA.
- 1.6 Qwest assumes CLEC/WSP will be originating Exchange Access (IntraLATA Toll Non-IXC) traffic, therefore, CLEC/WSP must order LIS/Type 2 trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, if there is more than one Qwest access tandem within the LATA boundary, the CLEC/WSP must order LIS/Type 2 trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the CLEC/WSP accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA.

- 1.7 CLEC/WSP only needs trunking to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.
- 1.8 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.
- 1.9 SPOP in the LATA cannot be used in conjunction with existing CLEC/WSP LIS/Type 2 trunking that connects to Qwest's end office switches with tandem functionality.
- 1.10 The LIS/Type 2 SPOP facility cannot be used to access unbundled network elements.
- 1.11 Ordering
  - 1.11.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

## EXHIBIT A

## SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC/WSP to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC/WSP certifies that it will not originate any Exchange Access or Jointly Provided Switched Access traffic destined for subtending offices of Qwest Access Tandems for which CLEC/WSP seeks a waiver. Or, if CLEC/WSP does originate such traffic, that CLEC/WSP will route such traffic to an Interexchange Carrier network. In addition, CLEC/WSP certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC/WSP seeks a waiver.

CLEC/WSP will notify Qwest of the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. CLEC/WSP will provide thirty (30) days written notice to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem.

Under this waiver any incorrectly routed Exchange Access and Jointly Provided Switched Access traffic will be billed separately, by Qwest to CLEC/WSP, via a manual bill.

Misrouted usage will be billed, per MOU, based on Qwest's retail direct dial Message Telecommunication Service (MTS) rates, as follows:

| STATE            | TARIFF  | RATE BASE   |
|------------------|---|---|
| Arizona          | Qwest Arizona Competitive Exchange and Network Services Administrative Guidelines | Business – Day Rate Per Minute                                |
| Colorado         | Qwest Colorado Exchange and Network Services Tariff and Price List                | Business – Maximum Day Rate Per Minute                        |
| Iowa             | Qwest Iowa Exchange and Network Services Catalog                                  | Business – Day Rate Per Minute                                |
| Idaho – Northern | Qwest Northern Idaho Exchange and Network Services Tariff                         | Business – Day Rate Per Minute                                |
| Idaho – Southern | Qwest Southern Idaho Exchange and Network Services Catalog                        | Business – Day Rate Per Minute                                |
| Minnesota        | Qwest Minnesota Exchange and Network Services Price List                          | Business – Day Rate Per Minute                                |
| Montana          | Qwest Montana Exchange and Network Services Tariff and Price List                 | Business – Mileage – 23 and over, Maximum Day Rate Per Minute |
| Nebraska         | Qwest Nebraska Exchange and Networks Services Catalog                             | Business – Day Rate Per Minute                                |
| New Mexico       | Qwest New Mexico Exchange and Network Competitive Services Price List             | Day Rate Per Minute   |
| North Dakota     | Qwest North Dakota Exchange and Network Services Price Schedule                   | Business – Day Rate Per Minute                                |
| Oregon           | Qwest Oregon Exchange and Network Services Tariff                                 | Day Rates – Mileage – 55-124; Additional Minute               |



|              |  |                                      |
|--------------|--|--------------------------------------|
| South Dakota | Qwest South Dakota Exchange and Network Services Catalog   | Business – Day Rate Period – Initial |
| Utah         | Qwest Utah Exchange and Network Services Price List        | Business – Day Rate Per Minute       |
| Washington   | Qwest Washington Exchange and Network Services Price List  | Business – Day Rate Per Minute       |
| Wyoming      | Qwest Wyoming Exchange and Network Services Price Schedule | Business – Day Rate Per Minute       |

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated.

South Dakota Public Utilities Commission  
**WEEKLY FILINGS**  
For the Period of June 7, 2001 through June 13, 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

TELECOMMUNICATIONS

**TC01-055**      **In the Matter of the Application of KMC Data, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.**

KMC Data, LLC is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide services on a facilities based and resale basis.

Staff Analyst: Keith Senger  
Staff Attorney: Karen Cremer  
Date Docketed: 06/06/01  
Intervention Deadline: 06/29/01

**TC01-056**      **In the Matter of the Application of Global Crest Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Global Crest Communications, Inc. (Global Crest) is seeking a Certificate of Authority to provide interexchange telecommunications services throughout South Dakota. Global Crest intends to offer resold 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service and prepaid calling card service.

Staff Analyst: Heather Forney  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/07/01  
Intervention Deadline: 06/29/01

**TC01-057**      **In the Matter of the Application of Network US, Inc. d/b/a CA Affinity for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Network US, Inc. d/b/a CA Affinity (Affinity) is seeking a Certificate of Authority to provide interexchange telecommunications services throughout South Dakota. Affinity intends to offer Message Toll Service, Incoming 800/888, and Travel Card Services.

Staff Analyst: Heather Forney  
Staff Attorney: Kelly Frazier  
Date Docketed: 06/08/01  
Intervention Deadline: 06/29/01

**TC01-058**      **In the Matter of the Application of Telefyne Incorporated for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Telefyne Incorporated has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. Telefyne is a reseller and intends to offer interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service, and prepaid calling card service throughout South Dakota.

Date Docketed: 06/13/01

Intervention Deadline: 06/29/01

**TC01-063**      **In the Matter of the Filing for Approval of a SPOP Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.**

On June 13, 2001 the Commission received a filing for approval of an Amendment re: Single Point of Presence (SPOP) to the Local Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. (McLeodUSA) and Qwest Corporation (Qwest) f/k/a US West Communications, Inc.. According to the parties the agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between McLeodUSA and Qwest which was approved by the Commission effective July 23, 1999 in Docket TC99-057. The Amendment is made in order to add terms and conditions for Single Point of Presence (SPOP) in the LATA, to the Agreement, as set forth in Attachment 1 and Exhibit A attached to the Amendment. 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 July 3, 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: 06/13/01

Initial Comments Due: 07/03/01

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

|  |  |
|--|--|
| IN THE MATTER OF THE FILING FOR )<br>APPROVAL OF A SPOP AMENDMENT TO AN )<br>INTERCONNECTION AGREEMENT BETWEEN )<br>QWEST CORPORATION AND MCLEODUSA )<br>TELECOMMUNICATIONS SERVICES, INC. ) | ORDER APPROVING<br>AMENDMENT TO<br>AGREEMENT<br><br>TC01-063 |
|--|--|

On June 13, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between McLeodUSA Telecommunications Services, Inc. (McLeod) and Qwest. The amendment is made in order to add terms and conditions for Single Point of Presence (SPOP) in the LATA, to the agreement, as set forth in Attachment 1 and Exhibit A attached to the Amendment.

On June 14, 2001, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until July 3, 2001, to do so. No comments were filed.

At its duly noticed July 10, 2001, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and McLeod. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendment does not discriminate against a telecommunications carrier that is not a party to the amendment and the amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the amendment to the agreement. It is therefore

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

Dated at Pierre, South Dakota, this 12<sup>th</sup> day of July, 2001.

|  |                              |
|--|------------------------------|
| <b>CERTIFICATE OF SERVICE</b>  |                              |
| The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon. |                              |
| By   | <u><i>Allyaire Kelsa</i></u> |
| Date   | <u>7/13/01</u>               |
| (OFFICIAL SEAL)  |                              |

BY ORDER OF THE COMMISSION:

|  |  |
|--|--|
| <u><i>James A. Burg</i></u><br>JAMES A. BURG, Chairman | <u><i>Pam Nelson</i></u><br>PAM NELSON, Commissioner |
|--|--|