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In the Matter of — IN THE MATTER OF THE FILING FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND LEVEL 3 COMMUNICATIONS, LLC

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
11/8 02	Filed and Docketed;
11/14 02	Weekly Filing;
1/3 03	Order Approving Amendment to Agreement;
1/3 03	Docket Closed.

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

November 7, 2002

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

Re: Filing of Data Exchange Amendment to Interconnection Agreement Between Level 3
Communications, LLC and Qwest Corporation in the State of South Dakota
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 Data Exchange Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Level 3 Communications, LLC ("Level 3") for approval by the Commission. This is an amendment to the negotiated interconnection agreement between Level 3 and Qwest which was approved by the Commission on August 29, 2002 in Docket No. TC 02-060.

The Agreement is amended in order to add terms and conditions relating to data exchange for the billing of intraLATA switched access by adding language to Section 7.7.1.

Level 3 has authorized Qwest to submit this Agreement on Level 3's behalf.

Sincerely yours,

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


Thomas J. Welk

TJW/vjj
Enclosures

cc: Michael Romano, Level 3 (w/o enclosure)
Ms. Colleen Sevold
Ms. Luba Hromyk (w/o enclosure)

Amendment to the Interconnection Agreement between Level 3 Communications, LLC and Qwest Corporation for the State of South Dakota

This Amendment ("Amendment") is made and entered into by and between Level 3 Communications, LLC ("CLEC") and Qwest Corporation ("Qwest").

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("the Agreement") for service in the state of South Dakota that was approved by the South Dakota Public Utilities Commission ("Commission") on August 29, 2002, as referenced in TC02-060; and

WHEREAS, the Parties wish to amend the Agreement by adding terms and conditions relating to data exchange for the billing of intraLATA switched access.

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.

The Agreement is hereby amended by adding the following to Section 7.7.1:

7.7.1....."CLEC agrees to utilize Qwest's customer billing records and/or reports, subject to audit, for intraLATA switched access billing to Qwest and Qwest will provide such records and/or reports in a commercially reasonable time period. At such time that CLEC has all information required to accurately track and bill intraLATA switched access calls and upon mutual agreement by the Parties, CLEC will utilize CLEC's customer billing records and/or reports, subject to audit, for intraLATA switched access billing."

2. Effective Date.

This Amendment shall be deemed effective upon approval by the 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. Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or

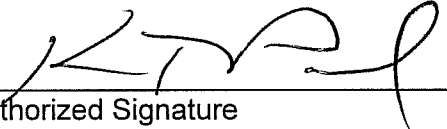
not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

Level 3 Communications, LLC



Authorized Signature

Kevin Paul

Name Printed/Typed

VP - Softswitch Deployment

Title

October 28, 2002

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

11/1/02

Date

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of November 7, 2002 through November 13, 2002

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT02-045 In the Matter of the Complaint filed by Nick Magera on behalf of CR of Sioux Falls, Inc., Sioux Falls, South Dakota, against McLeodUSA Telecommunications Services, Inc. Regarding Poor Customer Service.

CR of Sioux Falls' representative (Complainant) alleges that McLeodUSA Telecommunications Services, Inc. (McLeod) failed to provide Complainant with an acceptable level of customer service for the various problems Complainant was experiencing. Complainant switched its phone service to another provider and McLeod informed Complainant that it owed \$2,178.93 in termination fees.

Staff Analyst: Amy Kayser
Staff Attorney: Karen Cremer
Date Docketed: 11/08/02
Intervention Deadline: NA

NATURAL GAS

NG02-008 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

Application by MidAmerican Energy Company for revisions of its Natural Gas Transportation Tariff on less than 30 days notice with tariffs to become effective December 1, 2002. The tariff changes submitted by MidAmerican are substantially the same as those approved by the Commission in its Order in Docket NG01-010, MidAmerican's last general rate case. In that Docket, MidAmerican requested delaying the effective date of the tariffs proposed in this Docket until a later time. MidAmerican is now asking that these tariff sheets become effective December 1, 2002. The proposed tariff sheets change certain gas transportation balancing parameters and charges.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 11/13/02
Intervention Deadline: 11/19/02

TELECOMMUNICATIONS

TC02-181 In the Matter of the Application of National Access Long Distance, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Application by National Access Long Distance, Inc. for a certificate of authority to provide interexchange telecommunications services in South Dakota on a resold basis.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 11/07/02
Intervention Deadline: 11/29/02

TC02-182 In the Matter of the Application of LCR Telecommunications, L.L.C. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On November 7, 2002, LCR Telecommunications, L.L.C. filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services and travel card service throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 11/07/02
Intervention Deadline: 11/29/02

TC02-183 In the Matter of the Filing for Approval of Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and MCImetro Access Transmission Services, LLC. (Third Revision).

On November 7, 2002, the Commission received a filing of an Agreement for terms and conditions for interconnection, unbundled network elements, ancillary services, and resale of telecommunication services provided by Qwest Corporation in the State of South Dakota (Qwest) to MCI Metro Access Transmission Services, LLC (Third Revision September 24, 2002). According to the parties, the Agreement is a negotiated agreement which sets for the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which Qwest is providing local exchange service at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services. 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 27, 2002. 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: 11/07/02
Initial Comments Due: 11/27/02

TC02-184 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Level 3 Communications, LLC.

On November 8, 2002, the Commission received a Filing of Data Exchange Amendment to Interconnection Agreement Between Level 3 Communications, LLC (Level 3) and Qwest Corporation in the State of South Dakota (Qwest). According to the parties, the Agreement is a negotiated amendment to the interconnection agreement between Level 3 and Qwest which was approved by the Commission in August 29, 2002, in Docket TC02-060. The Amendment is made in order to add terms and conditions relating to data exchange for the billing of intraLATA switched access by adding language to Section 7.7.1. 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, 2002. 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: 11/08/02
Initial Comments Due: 11/29/02

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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 AN AMENDMENT TO AN)	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
QWEST CORPORATION AND LEVEL 3)	
COMMUNICATIONS, LLC)	TC02-184

On November 8, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Level 3 Communications, LLC (Level 3) and Qwest. The amendment is made in order to add terms and conditions relating to data exchange for the billing of intraLATA switched access by adding language to Section 7.7.1.

On November 14, 2002, 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 November 29, 2002, to do so. No comments were filed.

At its duly noticed December 19, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Level 3. 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 3rd day of January, 2003.

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>Hilaine Kalbo</u>
Date: <u>1/6/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, Commissioner