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<b>~</b>			DOCKET NO		1
		_ IN THE MATTER OF THE FILING FOR			<u></u>
	In the Matter of _	APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT			
2		BETWEEN QWEST CORPORATION - AND MCIMETRO ACCESS			
		TRANSMISSION SERVICES, LLC		. •	
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#### **Public Utilities Commission of the State of South Dakota**

DATE		MEMORANDA				
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STATE PUBLISHING CO., PIERRE, SOUTH DAKOTA-SMEAD 62 SP14130

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#### BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

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> > August 1, 2003

J.W. Boyce (1884-1915)

TC03-134

Writer's Direct Dial: (605) 731-0208

Writer's Email: tjwelk@bgpw.com

#### RECEIVED

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

AUG 0 4 2003

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Re: Filing of Collocation Available Inventory Amendment to the Interconnection Agreement between Qwest Corporation and MCImetro Access Transmission Services, LLC Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are the original and ten (10) copies of the Collocation Available Inventory Amendment to the Interconnection Agreement between MCImetro Access Transmission Services, LLC ("MCImetro") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the Interconnection Agreement between MCImetro and Qwest which was approved by the Commission on January 28, 2003 in Docket No. TC02-183.

This amendment is made in order to add terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A, attached to the Amendment..

MCImetro has authorized Qwest to submit this Amendment on MCImetro's behalf.

Sincerely yours,

FIELD, PASHBY & WELK, L.L.P.

Thomas J. Welk

TJW/vjj Enclosures cc: Michael Beach - MCIMetro (w/o enclosure) Ms. Colleen Sevold Ms. Debi Hartl (w/o enclosure)



Collocation Available Inventory Amendment to the Interconnection Agreement between Qwest Corporation and MCImetro Access Transmission Services LLC for the State of South Dakota

AUG 0 4 2003

SOUTH DAKOTA PUBLIN UTILITIES COMMISSION

This is an Amendment ("Amendment") for Collocation Available Inventory to the Interconnection Agreement between Qwest Corporation "Qwest", a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

#### RECITALS

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

WHEREAS, the Parties wish to amend the Agreement further 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:

#### Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

#### 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.

#### Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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 default, misrepresentation, or breach of 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.

**Reservation of Rights.** Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for the purchase of returned Collocation sites and related elements contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

**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, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

MCImetro Access Transmission Service\$/ LLC Signature Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L. T. Christensen Name Printed/Typed

Director – Business Policy

Date

#### ATTACHMENT 1 Collocation Available Inventory

#### 1.0 Description

1.1 Collocation Available Inventory provides the terms and conditions under which (1) CLEC can purchase returned Collocation sites and elements ("Qwest Postings") and (2) CLEC may post CLEC controlled sites that are available for a Transfer Of Responsibility ("CLEC Postings"). Available sites will be posted on the "Collocation Classified" web site: http://www.qwest.com/cgi-bin/wholesale/collocation.cgi.

1.1.1 Qwest Postings: Collocation sites available on the Qwest Available Inventory list may be totally or partially completed before being returned to Qwest inventory. Both caged and cageless sites will be offered on the inventory list. Sites will be offered "AS IS, WHERE IS."

1.1.2 CLEC Postings: Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for Transfer to an assuming CLEC with or without working circuits as described in the Collocation Transfer of Responsibility Product offering.

1.1.3 The "Collocation Classified" web site refers to a tool used by CLEC and Qwest to post lisitings of available collocation sites. The site contains Qwest Postings and CLEC Postings.

#### 2.0 Terms and Conditions

2.1 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (i) has a commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (ii) is currently in negotiations with Qwest for such an Agreement. CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges will be treated as an exception.

2.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its rights of occupancy prior to six (6) months of occupancy.

#### 2.3 Standard Sites

2.3.1 Qwest Postings: Collocation sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Collocation Postings section. Sites will be offered under the terms and conditions set forth in CLEC's Interconnection Agreement. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to the CLEC's specifications. In CLEC Collocation application for such a site, CLEC may also

request that Qwest reduce cable terminations. CLEC will be charged for the removal of such cable terminations.

2.3.2 All services that were previously connected to the Collocation (e.g. Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Power, Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared resources including HVAC and racking will not be listed in the Qwest postings. When other Collocation space is not available, Qwest reserves the right to remove Qwest postings from the Available Inventory web site to satisfy CLEC Applications for Collocation, for Qwest space requirement needs, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust (space, power, terminations, etc.) in any Qwest Premises.

2.3.3 Qwest will provide CLEC with a feasibility study within ten (10) Calendar Days after receipt of the application. Qwest will provide CLEC with a quote within twenty-five (25) Calendar Days after providing the feasibility study. Price quotes will be honored for thirty (30) Calendar Days from the date the quote is provided and the associated space is reserved during such period, pending CLEC's acceptance of the quoted charges.

2.3.4 CLEC must pay the initial fifty percent (50%) of the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receiving the quote. If the payment is not received by Qwest within such thirty (30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

#### 2.4 Special Sites:

2.4.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment. These sites "Special Sites" will not be decommissioned and may be offered with Electronic Equipment (Equipment), Equipment Racks, Cages, DC power, Grounding and Terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

2.4.2 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Calendar Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receipt of the quote. If Qwest does not receive the payment within such thirty

(30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

2.4.3 Upon receipt of the full payment for the quoted nonrecurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that the CLEC requires Qwest to install Augments (additional services) to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.

2.4.4 For Special Sites; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT QWEST IS SELLING EQUIPMENT THAT IS CLASSIFIED AS "USED" OR "SURPLUS" EQUIPMENT ON AN "AS IS, WHERE IS" BASIS. CLEC UNDERSTANDS AND AGREES THAT ALL EQUIPMENT IS, CONVEYED (I) IN AN "AS IS" "WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT AND (II) EXCEPT AS OTHERWISE PROVIDED BY THIS AGREEMENT, ALL EQUIPMENT IS CONVEYED WITHOUT ANY QWEST WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED BY A PARTICULAR COURSE OF DEALING.

2.4.4.1 All software and software license agreements for any Equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

2.4.4.2 CLEC's handling, scrap, destruction or other disposition of any Equipment conveyed as part of a Special Site shall conform and comply with the following.

a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances;

b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or nonhazardous as defined by governing laws and or applicable laws and are the sole responsibility of the CLEC; and

c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the Equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the Equipment. On any required hazardous

waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the Equipment, the CLEC shall be listed as the generator, arranger and owner of the materials.

d) The CLEC shall comply with the applicable Qwest Technical Publications as defined in the CLEC's Interconnection Agreement when removing any equipment from a Special Site.

2.5 CLEC Posting: Sites listed in the "CLEC Postings" section are eligible for Transfer Of Responsibility to an assuming CLEC. Sites may be offered with or without working circuits. The terms and conditions for the Transfer of Responsibility shall be in accordance with the Transfer of Responsibility Product offering.

#### 3.0 Rate Elements

3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Pricing shall be in accordance with the Interconnection Agreement of the assuming CLEC. Vacating CLEC's may receive a potential refund from sale of available/discounted sites based on outstanding Nonrecurring charges, amounts for reimbursable elements and transfer fees.

3.2 The following items are charged to a CLEC purchasing a "Standard site" from the Qwest Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before work begins.

3.2.1 Quote Preparation Fee (QPF) Found in CLEC's existing Interconnection Agreement for a each specific type of Collocation site.

3.2.2 Reusable Elements are those Qwest inventoried components used to provision the Collocation site. The quote will be for all components used to install the Collocation space. These elements include Qwest inventoried components (i.e. cage, bays, HVAC, cable racking) to provision the original Collocation site.

3.2.2.1 Nonrecurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC.

3.2.3 Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. This includes any reusable termination cabling that is part of the available site. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to Collocation site, i.e. Express Fiber Entrances).

3.3 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before Qwest begins work.

3.3.1 Site Survey Fee: A non-refundable site survey fee for a formal site survey

visit with the CLEC per Exhibit A. Payment is to be submitted in conjunction with the Collocation Application for a Special Site.

3.3.2 Quote Preparation Fee (QPF). The QPF for Special Sites will be a flat rate fee per Exhibit A. If the assuming CLEC requires Augments (additional services) to the existing site the QPF will revert to the rate defined in the CLEC's Interconnection Agreement.

3.3.3 Non recurring Collocation Rate Elements: Include all Reusable elements defined above, DC Power, grounding and terminations. Special sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments (additional services) or changes to the sites will not be discounted and will be charged at the rates as defined in the CLEC's Exhibit A of their Interconnect Agreement or Exhibit A of this document, payable in full prior to commencement of work.

3.3.4 Network Assessment Fee for transfer of existing circuits to the assuming CLEC per Exhibit A.

3.3.5 Any Equipment contained in the site will be conveyed at a \$0.00 charge.

3.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Exhibit A of their Interconnection Agreement without a discount.

- 3.5 MN state specific language: Rates will be trued up to the Commission ordered Interconnection Agreement rates from cost proceedings.
- 3.6 By executing this amendment, CLEC does not waive its right to dispute Qwest's application of a rate in a specific circumstance, and CLEC expressly retains such right.

#### 4.0 Ordering

4.1 CLEC must submit a "Qwest Collocation Application Form (new, change or augment)" on the Qwest web at: http://www.qwest.com/wholesale/pcat/collocation.html

4.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the Wholesale Project Manager (WPM) notifies the Collocation Project Management Center (CPMC) that all prerequisites for this request to have been met.

4.3 Qwest will process the Available Inventory Request pursuant to the Collocation Intervals in the CLEC's Interconnection Agreement.

4.3.1 Special Site interval will be 45 Calendar Days form the receipt of payment.

4.4 For purposes of first–come, first-served determination of availability, priority will be defined by the date and time the complete application is received by rfsmet@qwest.com.

4.5 CLECs should submit an alternative option when requesting an available site by

populating the "Second Choice" and/or "Third Choice" tabs included on the Qwest Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

#### <u>Exhibit A</u>

	Recurring	Non- Recurring	Notes
STANDARD SITES			
Charge for removal of			
Terminations			
DSO (per 100)		ICB	
DS1 (per termination)		ICB	
DS3 (per termination)		ICB ICB	
OCN (per 12 fibers)		ICB	
Quote Preparation Fee		See	
		Collocation	
		Section of	
		Existing	
SPECIAL SITES		Agreement	
QPF	 	\$1058.00	
Network Assessment Fee		\$1663.00	
Site Survey		\$150.00	
Reusable Elements		50%	
		Discount	

#### South Dakota Public Utilities Commission WEEKLY FILINGS

#### For the Period of July 31, 2003 through August 6, 2003

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

#### CONSUMER COMPLAINTS

#### CT03-125 In the Matter of the Complaint filed by Kyle L. Ammann, Bowdle, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant represents that he purchased a ten-year prepaid long distance service plan on April 21, 1999. Service was terminated without notice in June 2003. Complainant seeks to be reimbursed for the prepaid service not provided plus interest.

Staff Analyst: Jim Mehlhaff Staff Attorney: Kelly Frazier Date Docketed: 08/01/03 Intervention Deadline: N/A

# CT03-126 In the Matter of the Complaint filed by Rhianne Ammann, Sioux Falls, South Dakota, against S&S Communications/Alterna-Cell Regarding Disconnection.

Complainant represents that she had a calling plan with the respondent. While this plan was in effect she received billing from a third party for calls that should have been included in the plan. To date the third party billing has not been resolved. Complainant seeks to have the third party take responsibility for the unpaid billing.

Staff Analyst: Jim Mehlhaff Staff Attorney: Kelly Frazier Date Docketed: 08/01/03 Intervention Deadline: N/A

#### CT03-127 In the Matter of the Complaint filed by Cindy Steffen, Gregory, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant purchased a phone contract from the respondent and set up a payment plan that has resulted in a third party financial institution debiting the complainant's checking account on a monthly basis. In June the respondent stopped providing phone service, however the monthly payment continues to be drawn by the third party. Complainant seeks to have the monthly debits stopped without penalty or damage to her credit rating.

Staff Analyst: Jim Mehlhaff Staff Attorney: Kelly Frazier Date Docketed: 08/01/03 Intervention Deadline: N/A

### CT03-128 In the Matter of the Complaint filed by Duane O'Neal, Wessington, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.

Complainant represents on behalf of his business, that on July 24, 1999, he purchased a seven-year prepaid long distance service plan. On June 5, 2003, service was terminated without notice. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff Staff Attorney: Kelly Frazier Date Docketed: 08/04/03 Intervention Deadline: N/A

#### TELECOMMUNICATIONS

### TC03-121 In the Matter of the Filing by PrairieWave Telecommunications, Inc. for Approval of Revisions to its Intrastate Switched Access Tariff.

On July 31, 2003, PrairieWave Telecommunications, Inc. filed to reduce the late payment rate in its Intrastate Access Tariff.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 07/31/03 Intervention Deadline: 08/15/03

#### TC03-122 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company.

On July 31, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company. According to the parties, the Amendment is made in order to add to the Agreement terms, conditions and rates for Basic Installation with Cooperative Testing as set forth in Attachment 1 and Exhibit A to the Amendment. The original Agreement was approved by the Commission in Docket TC99-017 on November 18, 1999. 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 August 20, 2003. 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: 07/31/03 Initial Comments Due: 08/20/03

### TC03-123 In the Matter of the Request of Kennebec Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 1, 2003, Kennebec Telephone Company (Kennebec) provided information constituting Kennebec's plan for the use of its federal universal service support and to otherwise verify that Kennebec will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/01/03 Intervention Deadline: 08/22/03

## TC03-124 In the Matter of the Request of Heartland Telecommunications Company of Iowa d/b/a Hickory Tech Corporation for Certification Regarding its Use of Federal Universal Service Support.

On August 1, 2003, Heartland Telecommunications Company of Iowa d/b/a HickoryTech (HickoryTech) provided information constituting HickoryTech's plan for the use of its federal universal service support and to otherwise verify that HickoryTech will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/01/03 Intervention Deadline: 08/22/03

## TC03-125 In the Matter of the Request of Cheyenne River Sioux Tribe Telephone Authority for Certification Regarding its Use of Federal Universal Service Support.

On August 1, 2003, Cheyenne River Sioux Tribe Telephone Authority (CRST Telephone Authority) provided information constituting CRST Telephone Authority's plan for the use of its federal universal service support and to otherwise verify that CRST Telephone Authority will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/01/03 Intervention Deadline: 08/22/03

#### TC03-126 In the Matter of the Request of McCook Cooperative Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 1, 2003, McCook Cooperative Telephone Company (McCook) provided information constituting McCook's plan for the use of its federal universal service support and to otherwise verify that McCook will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/01/03 Intervention Deadline: 08/22/03

### TC03-127 In the Matter of the Request of Sioux Valley Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 1, 2003, Sioux Valley Telephone Company (Sioux Valley) provided information constituting Sioux Valley's plan for the use of its federal universal service support and to otherwise verify that Sioux Valley will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/01/03 Intervention Deadline: 08/22/03

## TC03-128 In the Matter of the Request of Tri-County Telcom, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 1, 2003, Tri County Telcom Inc. (Tri County) provided information constituting Tri County's plan for the use of its federal universal service support and to otherwise verify that Tri County will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/01/03 Intervention Deadline: 08/22/03

# TC03-129 In the Matter of the Request of Stockholm-Strandburg Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 1, 2003, Stockholm-Strandburg Telephone Company (Stockholm-Strandburg) provided information constituting Stockholm-Strandburg's plan for the use of its federal universal service support and to otherwise verify that Stockholm-Strandburg will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/01/03 Intervention Deadline: 08/22/03

### TC03-130 In the Matter of the Request of West River Cooperative Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 4, 2003, West River Cooperative Telephone Company (West River) provided information constituting West River's plan for the use of its federal universal service support and to otherwise verify that West River will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/04/03 Intervention Deadline: 08/22/03

#### TC03-131 In the Matter of the Request of Beresford Municipal Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 4, 2003, Beresford Municipal Telephone Company (Beresford) provided information constituting Beresford's plan for the use of its federal universal service support and to otherwise verify that Beresford will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/04/03 Intervention Deadline: 08/22/03

### TC03-132 In the Matter of the Request of Jefferson Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 4, 2003, Jefferson Telephone Company (Jefferson) provided information constituting Jefferson's plan for the use of its federal universal service support and to otherwise verify that Jefferson will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/04/03 Intervention Deadline: 08/22/03

### TC03-133 In the Matter of the Request of Three River Telco for Certification Regarding its Use of Federal Universal Service Support.

On August 4, 2003, Three River Telco provided information constituting Three River Telco's plan for the use of its federal universal service support and to otherwise verify that Three River Telco will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/04/03 Intervention Deadline: 08/22/03

TC03-134 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and MCIMetro Access Transmission Services, LLC.

On August 4, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and MCIMetro Access Transmission Services, LLC. According to the parties, the Agreement is amended by adding terms, conditions and rates for Collocation Available Inventory, 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 August 25, 2003. 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: 08/04/03 Initial Comments Due: 08/25/03

## TC03-135 In the Matter of the Request of Midstate Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 4, 2003, Midstate Communications, Inc. (Midstate) provided information constituting Midstate's plan for the use of its federal universal service support and to otherwise verify that Midstate will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/04/03 Intervention Deadline: 08/22/03

#### TC03-136 In the Matter of the Request of NebCom, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 5, 2003, NebCom, Inc. provided information constituting NebCom, Inc.'s plan for the use of its federal universal service support and to otherwise verify that NebCom, Inc. will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/05/03 Intervention Deadline: 08/22/03

# TC03-137 In the Matter of the Request of Great Plains Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 5, 2003, Great Plains Communications, Inc. (Great Plains) provided information constituting Great Plains's plan for the use of its federal universal service support and to otherwise verify that Great Plains will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/05/03 Intervention Deadline: 08/22/03

### TC03-138 In the Matter of the Request of James Valley Cooperative Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 5, 2003, James Valley Cooperative Telephone Co (James Valley) provided information constituting James Valley's plan for the use of its federal universal service support and to otherwise verify that James Valley will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/05/03 Intervention Deadline: 08/22/03

### TC03-139 In the Matter of the Request of Kadoka Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 5, 2003, Kadoka Telephone Company (Kadoka) provided information constituting Kadoka's plan for the use of its federal universal service support and to otherwise verify that Kadoka will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/05/03 Intervention Deadline: 08/22/03

### TC03-140 In the Matter of the Request of Union Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 5, 2003, Union Telephone Company (Union) provided information constituting Union's plan for the use of its federal universal service support and to otherwise verify that Union will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/05/03 Intervention Deadline: 08/22/03

## TC03-141 In the Matter of the Request of Bridgewater-Canistota Independent Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 5, 2003, Bridgewater-Canistota Independent Telephone Company (Bridgewater-Canistota) provided information constituting Bridgewater-Canistota's plan for the use of its federal universal service support and to otherwise verify that Bridgewater-Canistota will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/05/03 Intervention Deadline: 08/22/03

### TC03-142 In the Matter of the Request of Armour Independent Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 5, 2003, Armour Independent Telephone Company (Armour) provided information constituting Armour's plan for the use of its federal universal service support and to otherwise verify that Armour will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/05/03 Intervention Deadline: 08/22/03

# TC03-143 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and MCIMetro Access Transmission Services, LLC.

On August 6, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and MCIMetro Access Transmission Services, LLC. According to the parties, the Agreement is

amended to incorporate the PAP, as approved by the Commission, as Attachment 1. The PID, which was Exhibit B to the Commission approved SGAT, is incorporated as Attachment 2. The original Agreement was approved by the Commission in Docket TC02-183 on January 28, 2003. 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 August 26, 2003. 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: 08/06/03 Initial Comments Due: 08/26/03

# TC03-144 In the Matter of the Request of Western Telephone Company for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, Western Telephone Company (Western) provided information constituting Western's plan for the use of its federal universal service support and to otherwise verify that Western will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

# TC03-145 In the Matter of the Request of City of Brookings Municipal Telephone for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, City of Brookings Municipal Telephone (Brookings) provided information constituting Brookings' plan for the use of its federal universal service support and to otherwise verify that Brookings will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

## TC03-146 In the Matter of the Request of Venture Communications Cooperative for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, Venture Communications Cooperative (Venture) provided information constituting Venture's plan for the use of its federal universal service support and to otherwise verify that Venture will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

### TC03-147 In the Matter of the Request of Golden West Telecommunications Cooperative, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, Golden West Telecommunications Cooperative, Inc. (Golden West) provided information constituting Golden West's plan for the use of its federal universal service support and to otherwise verify that Golden West will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

### TC03-148 In the Matter of the Request of Vivian Telephone Company d/b/a Golden West Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, Vivian Telephone Company d/b/a Golden West Communications, Inc. (Vivian) provided information constituting Vivian's plan for the use of its federal universal service support and to otherwise verify that Vivian will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

### TC03-149 In the Matter of the Request of Valley Telecommunications Cooperative Association, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, Valley Telecommunications Cooperative Association, Inc. (Valley) provided information constituting Valley's plan for the use of its federal universal service support and to otherwise verify that Valley will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

## TC03-150 In the Matter of the Request of West River Telecommunications Cooperative for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, West River Telecommunications Cooperative (West River Telecommunications) provided information constituting West River Telecommunications' plan for the use of its federal universal service support and to otherwise verify that West River Telecommunications will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

### TC03-151 In the Matter of the Request of West River Telecommunications Cooperative (Mobridge) for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, West River Telecommunciations Cooperative (Mobridge) provided information constituting Mobridge's plan for the use of its federal universal service support and to otherwise verify that Mobridge will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

TC03-152 In the Matter of the Request of RT Communications, Inc. for Certification Regarding its Use of Federal Universal Service Support.

On August 6, 2003, RT Communications, Inc. (RT) provided information constituting RT's plan for the use of its federal universal service support and to otherwise verify that RT will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best Staff Attorney: Karen E. Cremer Date Docketed: 08/06/03 Intervention Deadline: 08/22/03

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

IN THE MATTER OF THE FILING FOR ) APPROVAL OF AN AMENDMENT TO AN ) INTERCONNECTION AGREEMENT BETWEEN ) QWEST CORPORATION AND MCIMETRO ) ACCESS TRANSMISSION SERVICES, LLC ) ORDER APPROVING AMENDMENT TO AGREEMENT

#### TC03-134

On August 4, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between MCIMetro Access Transmission Services, LLC (MCIMetro) and Qwest. The amendment is made in order to add terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A attached to the amendment.

On August 7, 2003, 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 August 25, 2003, to do so. No comments were filed.

At its duly noticed September 2, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and MCIMetro. 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  $5^{th}$  day of September, 2003.

CERTIFICATE OF SERVICE				
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as ilsted on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.				
Date: 9/5/03				
(OFFICIAL SEAL)				

BY ORDER OF THE COMMISSION:

ROBERT K. SAHR, Chairman

Sary Manser

GARY HANSON, Commissioner

BURG. Commissioner