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**Licensed only in Colorado

December 12, 2003

RECEIVED

DEC 18 2003

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

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Joint Testing Amendment to the Interconnection Agreement between DIECA Communications, Inc., d/b/a Covad Communications Company and Qwest Corporation
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Joint Testing Amendment to the Interconnection Agreement between DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between Covad and Qwest which was approved by the Commission on November 18, 1999 in Docket No. TC99-017.

This Amendment is made in order to replace the previously approved Joint Testing Amendment, in its entirety, with the terms, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A to this Amendment.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

- cc: Karen Frame – Covad (enclosure letter only)
- Megan Doberneck - Covad (enclosure letter only)
- Colleen Sevold
- Mary Sullivan (enclosure letter only)

RECEIVED

DEC 18 2003

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

**Joint Testing Amendment
to the Interconnection Agreement between
Qwest Corporation and
DIECA Communications, Inc. d/b/a Covad Communications Company
for the State of South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"), a Virginia corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on November 18, 1999, as referenced in Docket No. TC99-017 ("Agreement"); and

WHEREAS, the Commission previously approved an Amendment for Joint Testing; and

WHEREAS, the Parties wish to replace the aforementioned Amendment with 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 replacing the aforementioned previously approved Joint Testing Amendment, in its entirety, with the terms, conditions and rates for Joint Testing, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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.

Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be


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.

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.

**DIECA Communications, Inc. d/b/a
Covad Communications Company**



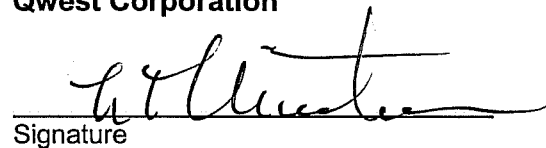
Signature

James A. Kirkland
Name Printed/Typed

SVP & General Counsel
Title

11/19/03
Date

Qwest Corporation



Signature

L. T. Christensen
Name Printed/Typed

Director – Business Policy
Title

12/10/03
Date

ATTACHMENT 1

Joint Testing

1.0 Description

1.1 Qwest's Joint Testing at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation.

2.0 Terms and Conditions

2.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation application or Joint Testing application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing application.¹

2.2 Joint Testing will be completed within ninety (90) calendar days of the actual RFS date. CLEC must specify the type of termination to be performed with Qwest presence on the Joint Testing at the ICDF Application or the New/Change/Augment Collocation Application form.

2.3 CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date. Collocation application forms are located in the Ordering section of Collocation General Information at: <http://www.qwest.com/wholesale/pcat/collocation.html#order>.

2.4 Qwest will acknowledge acceptance of your application within ten (10) calendar days of an accepted New/Change/or Augment Collocation Application or Joint Testing at the ICDF Application.

2.5 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.²

2.6 If CLEC wants additional testing not identified on CLEC application, CLEC will need to complete a new Joint Testing at the ICDF Application.

2.7 If CLEC requests charges waived because Qwest errors are found during testing, Qwest may access CLEC Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may view Qwest facility cabling at the ICDF to identify cable sequence. If the errors are validated as Qwest errors, the charges are waived. Other wise, Qwest will charge for test update

¹ Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July 8, 2003.

² Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July 8, 2003

3.0 Rate Elements

3.1 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a one (1) hour set up fee per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and in addition a per half-hour charge testing fee at the Virtual Collocation maintenance rate. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 2.7.

4.0 Ordering

4.1 CLEC is required to submit a request for Joint Testing by checking the Joint Testing box on the New, Change or Augment Collocation Application Form or by sending in the separate Joint Testing Application Form.

4.1.1 Applications should be sent to rfsmet@qwest.com. Upon receipt of a complete Application Form, Qwest will contact CLEC to set up a testing time based upon the scheduled RFS.

**Exhibit A
SOUTH DAKOTA**

		Recurring	Nonrecurring	Notes
8	Joint Testing			
	Virtual Collocation Maintenance Charge (price contains a one (1) hour set up fee)		\$49.08	
	Per half-hour test time fee at the Virtual Collocation Charge		\$24.54	

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of December 18 through December 31, 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: 605-773-3201

CONSUMER COMPLAINTS

CT03-159 **In the Matter of the Complaint filed by Arnold Wienk, Lake Preston, South Dakota, against S&S Communications/Alterna-Cell Regarding Loss of Long Distance Services.**

Complainant states that he purchased a four-year prepaid long distance service plan on July 2, 2002. Service was terminated without notice in early June of 2003. Complainant seeks to be reimbursed for the prepaid service not provided.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 12/18/03
Intervention deadline: N/A

ELECTRIC

EL03-033 **In the Matter of the Request by Xcel Energy for Approval of the Construction of a Third Simple Cycle Combustion Turbine Generator at the Angus C. Anson Site Near Sioux Falls.**

On December 19, 2003, the Commission received a request from Xcel Energy that the facility permit order issued in Docket EL91-001 on May 20, 1993, be amended to reflect the proposed construction of a third simple cycle combustion turbine generator at the Angus C. Anson Site near Sioux Falls, South Dakota. The unit will be a General Electric Model 7FA, with a nominal capacity of 160 MW. The Commission's original order approved the construction for up to four 100-megawatt simple cycle combustion turbine generators at the site. Two 105-megawatt combustion turbines have already been installed. This filing by Xcel Energy is to certify that the conditions leading to the issuance of the Facility Siting Permit in Docket EL91-001 will continue to be met.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 12/19/03
Intervention deadline: 01/09/04

TELECOMMUNICATIONS

TC03-201 **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 December 18, 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 replace the previously approved Joint Testing Amendment, in its entirety, with the terms, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A, which were filed with the Amendment. The original Agreement was approved by the Commission on November 18, 1999, in Docket No. TC99-017. 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 January 7, 2004. 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: 12/18/03
Initial Comments Due: 01/07/04

TC03-202 In the Matter of the Application of Computer Network Technology Corporation for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

Computer Network Technology Corporation filed an application for a Certificate of Authority to provide local exchange and interexchange telecommunications services in South Dakota. The applicant intends to provide "non-switched local intrastate interexchange services, specifically private line special access services." The applicant does not intend to provide rural local exchange services.

Staff Analyst: Steve Wegman
Staff Attorney: Kelly Frazier
Date Docketed: 12/19/03
Intervention Deadline: 01/16/04

TC03-203 In the Matter of the Application of Phonetec PCS, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On December 24, 2003, Phonetec PCS, LLC filed an application for a Certificate of Authority to provide resold interexchange telecommunication service in South Dakota. Phonetec intends to offer 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services and postpaid calling card service throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 12/24/03
Intervention Deadline: 01/16/04

TC03-204 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between Qwest Wireless, LLC and TW Wireless, LLC and PrairieWave Telecommunications, Inc.

On December 24, 2003, the Commission received a Filing of a Reciprocal Transport and Termination Agreement between Qwest Wireless, LLC and TW Wireless, LLC and PrairieWave Telecommunications, Inc. for approval. According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic in accord with the 1996 Telecommunications Act which is intended to supersede any previous arrangements between the parties relating to such traffic. 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 January 13, 2004. 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: 12/24/03
Initial Comments Due: 01/13/04

- TC03-205** In the Matter of ACSI Local Switched Services, Inc. d/b/a e.spire's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-206** In the Matter of All-Star Acquisition Corporation's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-207** In the Matter of Atlas Communications, LTD's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-208** In the Matter of Big Planet, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-209** In the Matter of Comtel Network, LLC's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-210** In the Matter of Eastern Telecommunications Incorporated's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-211** In the Matter of Essex Communications, Inc. d/b/a eLEC Communications' Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-212** In the Matter of ezTel Network Services, LLC's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-213** In the Matter of GLD Group Long Distance, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-214** In the Matter of Glyphics Communications, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-215** In the Matter of Intelecall Communications, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-216** In the Matter of Intercontinental Communications Group, Inc. d/b/a Fusion Telecom/Fusion - Trucker Phone's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-217** In the Matter of LD Exchange.com, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-218** In the Matter of Long Distance Billing Services, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.

- TC03-219 In the Matter of Maxcess, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-220 In the Matter of Natel, LLC's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-221 In the Matter of Norstar Communications, Inc. d/b/a Business Savings Plan's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-222 In the Matter of QuantumShift Communications, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-223 In the Matter of S&S Communications/Alternacell's Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-224 In the Matter of Sonix4U, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-225 In the Matter of Special Accounts Billing Group, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-226 In the Matter of TON Services, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-227 In the Matter of TransNet Connect, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-228 In the Matter of UKI Communications, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-229 In the Matter of United Communications HUB, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.
- TC03-230 In the Matter of Western CLEC Corporation d/b/a Business Services by Cellular One's Failure to Submit a Report and Pay the Gross Receipts Tax.

The above companies shall appear on January 20, 2004, at 10:00 a.m. in the Cactus Conference Room, State Capitol Building, Pierre, South Dakota, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Deputy Executive Director: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 12/31/03
Hearing Date: 01/20/04

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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 DIECA)	
COMMUNICATIONS, INC. D/B/A COVAD)	TC03-201
COMMUNICATIONS COMPANY)	

On December 18, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between DIECA Communications, Inc. d/b/a Covad Communications Company (DIECA) and Qwest. The amendment is made in order to replace the previously approved Joint Testing Amendment, in its entirety, with the terms, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A to the amendment.

On December 31, 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 January 7, 2004, to do so. No comments were filed.

At its duly noticed January 20, 2004, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and DIECA. 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 28th day of January, 2004.

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>Helaine Kolbo</u>
Date: <u>1/28/04</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner