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DEC 20 2004

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Attorneys at Law

December 17, 2004

101 N. Phillips Ave., Suite 600  
Sioux Falls, SD 57104

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

Re: Filing of Line Sharing Exit Amendment to Agreement Between Qwest Corporation and Sprint Communications Company, LP  
Our File No. 2104.078

P.O. Box 5015

Sioux Falls, SD 57117-5015

Dear Ms. Bonrud:

P: 605-336-2424

F: 605-334-0618

www.bgpw.com

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Line Sharing Exit Amendment to Agreement between Sprint Communications Company, LP ("Sprint") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between Sprint and Qwest which was approved by the Commission on February 25, 2004 in Docket No. TC04-002.

This Amendment is made to add, delete and/or modify the terms, conditions and rates for Line-Sharing, as set forth in Attachment 1 and Exhibit A to the Amendment.

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

Sincerely yours,

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

Thomas J. Welk  
TJW/vjj

Enclosures

cc: Lynda Cleveland, Sprint (w/o enc)  
Ms. Colleen Sevold (w/o enc)  
John Love (w/o enc)

- Russell R. Greenfield*
- Gary J. Pashby*
- Thomas J. Welk*
- Michael S. McKnight*
- Gregg S. Greenfield*
- Roger A. Sudbeck*
- Lisa K. Marso*
- Heather R. Springer\**
- Heith R. Janke*
- Darin W. Larson*
- Michael F. Tobin*
- Christopher W. Madsen*
- Sherri L. Rotert\*\**

\*Also licensed in Kansas

\*\*Also licensed in Colorado

**Line-Sharing Exit Amendment  
to the  
Interconnection Agreement  
Between  
Qwest Corporation  
and  
Sprint Communications Company L.P.  
For the State of South Dakota**

RECEIVED

DEC 20 2004

SOUTH DAKOTA  
UTILITIES COMMISSION

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Sprint Communications Company L.P., a Delaware Limited Partnership ("Sprint").

**RECITALS**

WHEREAS, the Federal Communications Commission promulgated new rules and regulations pertaining to, among other things, the availability of Line Sharing as an unbundled network elements pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") and its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, released on August 21, 2003 (the "TRO"); and

WHEREAS, the TRO and the above rules and regulations, effective October 2, 2003, materially modified Qwest's obligations under the Act with respect to, among other things, the requirement to offer certain network elements on an unbundled basis; and

WHEREAS, the Parties wish to amend the Agreement to comply with the TRO in regards to Line Sharing and hereby agree to do so 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, delete and/or modify the terms, conditions and rates for Line-Sharing, as set forth in Attachments 1 and Exhibit A, attached hereto and incorporated herein.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment effective October 2, 2004.

**3. Amendments; Waivers**

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.

**4. Reservation of Rights**

Nothing in this Amendment shall be deemed an admission by Qwest or Sprint concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or Sprint 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 Sprint 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.

**5. 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.

**Sprint Communications Company L.P.**

**Qwest Corporation**

  
Authorized Signature

  
Authorized Signature

\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director-Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

12/14/07  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### 1.1 LINE SHARING

#### 1.1.1 Description

Line Sharing provides Sprint with the opportunity to offer advanced data services simultaneously with an existing End User Customer's analog voice-grade (POTS) service on a single copper Loop referred to herein as "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper Loop. This frequency range will be referred to herein as the high frequency spectrum Network Element (HUNE). A Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the End User Customer by Qwest.

1.1.1.1 Intentionally Left Blank.

1.1.1.2 Qwest shall not be required to provide Line Sharing as an Unbundled Network Element except as set forth below.

1.1.1.2.1 Grandfathered Line Sharing Arrangements. Any Line Sharing arrangement that had a Due Date on or before October 1, 2003 and was still in operation as of such date shall be "grandfathered" in accordance with the provisions of this subsection ("Grandfathered Line Sharing Arrangement"). For any such Grandfathered Line Sharing Arrangement, the rate in effect as of October 2, 2003 shall remain in effect unless modified by order, ruling or decision of the FCC. A Grandfathered Line Sharing Arrangement shall automatically terminate on the earlier to occur of: (i) the date on which the End User Customer served by such Grandfathered Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of Sprint or its successor or assign or (ii) the date as of which such Grandfathered Line Sharing Arrangement is terminated or discontinued by order, ruling or decision of the FCC. In addition, Sprint may disconnect, or may convert to another Qwest product as is Technically Feasible, any Grandfathered Line Sharing Arrangement at any time.

1.1.1.2.2 Three Year Transition Period. Sprint was able to order Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("New Line Sharing Arrangement"). Sprint will not order any Line Sharing Arrangement after October 1, 2004. Any New Line Sharing Arrangement shall automatically terminate if, at any time after October 1, 2004, the End User Customer served by such New Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of Sprint or its successor or assign. The nonrecurring charge for the installation of Line Sharing arrangements shall apply to any New Line Sharing arrangements. The monthly recurring charge for any New Line Sharing Arrangement shall apply as set forth below.

(a) During the period beginning on October 2, 2003 and

ending on October 1, 2004, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall remain the same as the rate in effect as of October 2, 2003.

(b) During the period beginning on October 2, 2004 and ending on October 1, 2005, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be fifty (50) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(c) During the period beginning on October 2, 2005 and ending on October 1, 2006, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be seventy-five (75) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(d) Completion of Transition. New Line Sharing Arrangements will no longer be available as of October 2, 2006. No later than October 2, 2006, Sprint must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or to such other arrangement as Sprint may have negotiated with Qwest to replace such New Line Sharing arrangement.

1.1.1.2.3 Discontinuation of Voice Service. Notwithstanding anything herein to the contrary, if an End User Customer disconnects voice service provided by Qwest, the Line Sharing arrangement shall terminate. Sprint may arrange to provide DSL service to the End User Customer through purchase of an Unbundled Loop.

1.1.1.2.4 Successors and Assigns. Line Sharing arrangements may be transferred or assigned by Sprint to another Carrier as set forth below.

1.1.1.2.4.1 Grandfathered Line Sharing Arrangements. Any Grandfathered Line Sharing Arrangement shall be transferable or assignable by Sprint to another Carrier if the DSL service to Sprint's End User Customer is not canceled or discontinued in connection with such transfer or assignment. In such event, the monthly recurring rate in effect as of October 2, 2003 shall remain in effect with respect to such Grandfathered Line Sharing Arrangement until it is terminated or modified in accordance with the provisions of Section 1.1.1.2.1. Carrier will be billed the Transfer of Responsibility nonrecurring charge as provided in Exhibit A to transfer or assign Grandfathered Line Sharing Arrangements. Notwithstanding the foregoing, in the event the proposed transfer or assignment of any Grandfathered Line Sharing Arrangement involves: (i) cancellation or discontinuation of the DSL service to Sprint's End User Customer or (ii) re-termination of the End User Customer's DSL service, then such Line Sharing arrangement shall no longer be available.

	Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
<b>9.4 Shared Services</b>						
9.4.1 Shared Loop						
9.4.1.1 Grandfathered Shared Loop, per Loop, Orders Received Prior to 10/2/03	\$0.00		\$37.27	#		1
9.4.1.2 Shared Loop, per Loop, Orders Received 10/2/03 - 10/1/04					13	
9.4.1.2.1 Shared Loop, Initial Rates	\$0.00					
9.4.1.2.2 Shared Loop, per Loop 10/-2/03 - 10/1/04	\$3.80				14	
9.4.1.2.3 Shared Loop, per Loop 10/-2/04 - 10/1/05	\$7.60				14	
9.4.1.2.4 Shared Loop, per Loop 10/-2/05 - 10/1/06	\$11.40				14	

# Voluntary Rate Reduction, Docket TC01-165, effective 12/12/02. Reductions reflected in the 12/12/02 Exhibit A.

[1] Rates addressed in Cost Docket filed on October 15, 2002.

[13] Initially, Qwest will bill the grandfathered recurring rates for new Shared Loops. Qwest will begin billing the post TRO prices only after CLECs have been provided a forty-five (45) day notice. Rates will be applied prospectively.

[14] Post TRO Shared Loop Rates were developed using the 2-Wire Nonloaded Loop rate, Zone 1, as the basis rate. 10/2/03 - 10/1/04 was developed using 25% of basis rate; 10/2/04 - 10/1/05 was developed using 50% of basis rate; 10/2/05 - 10/1/06 was developed using 75% of basis rate. New Shared Loop Arrangements will no longer be available as of 10/2/04. No later than 10/2/06, CLEC must convert all Shared Loop arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or such other arrangement as CLEC may have negotiated with Qwest to replace such Shared Loop arrangement.

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of December 16, 2004 through December 22, 2004**

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

**ELECTRIC**

**EL04-041**      **In the Matter of the Application of Basin Electric Power Cooperative, Inc. for an Energy Conversion Facility Permit for the Construction of a Combustion Turbine Generator near Groton, South Dakota.**

On December 22, 2004, Basin Electric Power Cooperative filed for Commission approval an application for an energy conversion facility permit. Basin Electric is proposing to construct a peaking resource generator near Groton, South Dakota. The project is proposed to serve projected member load growth and is known as the East Side Peaking Project. The proposed East Side Peaking Project will include a new 80 to 100 megawatt simple cycle natural gas combustion turbine generator. The project also includes approximately 11.5 miles of underground gas pipeline and approximately 0.5 miles of transmission line.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Filed: 12/22/04  
Intervention Deadline: 01/07/05

**TELECOMMUNICATIONS**

**TC04-262**      **In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.**

On December 20, 2004, the Commission received a filing for the approval of a Line Sharing Exit Amendment to the Agreement between Qwest Corporation and Sprint Communications Company LP. According to the parties, the Amendment is made to add, delete and/or modify the terms, conditions and rates for Line-Sharing. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than January 10, 2005. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Sara B. Harens  
Date Filed: 12/20/04  
Initial Comments Due: 01/10/05

**TC04-263**      **In the Matter of the Filing for Approval of Transfer of Certificate of Authority from SBC Long Distance, Inc. to SBC Long Distance, LLC.**

SBC Long Distance, Inc. formerly known as Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance has reorganized from a corporation to a limited liability company. In the future they will be known as SBC Long Distance, LLC. Previously the Commission granted SBC Long Distance, Inc. a Certificate of Authority to offer both local service and interexchange



service. SBC Long Distance, Inc. is requesting the Certificate of Authority be amended to reflect the change to SBC Long Distance, LLC.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Filed: 12/07/04  
Intervention Deadline: 01/07/05

**TC04-264      In the Matter of the Filing for Approval of an Amendment to an  
Interconnection Agreement between Qwest Corporation and ACN  
Communication Services, Inc.**

On December 21, 2004, the Commission received a filing for the approval of an Amendment to the Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts between Qwest Corporation and ACN Communication Services, Inc. According to the parties, the Amendment is filed to address uncertainty and create a stable arrangement. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than January 10, 2005. Parties to the Amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Sara B. Harens  
Date Filed: 12/21/04  
Initial Comments Due: 01/10/05

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

**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 SPRINT )	
COMMUNICATIONS COMPANY L.P. )	<b>TC04-262</b>

On December 20, 2004, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The amendment is made to add, delete and/or modify the terms, conditions and rates for Line-Sharing as set forth in Attachment 1 and Exhibit A to the amendment.

On December 23, 2004, 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 10, 2005, to do so. No comments were filed.

At its duly noticed January 25, 2005, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Sprint. 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 26<sup>th</sup> day of January, 2005.

<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>          Alaine Kolb          </u>
Date: <u>          1/27/05          </u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

          Gary Hanson            
GARY HANSON, Chairman

          Robert K. Sahr            
ROBERT K. SAHR, Commissioner

          Dustin M. Johnson            
DUSTIN M. JOHNSON, Commissioner