



TC05-010

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Senior Attorney

January 21, 2005

JAN 24 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

Elec.
~~REC~~ Received JAN 21 2005

Re: Amendment to Interconnection Agreement for Line-Sharing Exit between Qwest Corporation and Sprint Communications Company L.P. for the State of South Dakota

Dear Ms. Bonrud:

Please find enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 an original and 10 copies of the Amendment to Interconnection Agreement for Line-Sharing Exit between Qwest Corporation and Sprint Communications Company L.P. for the State of South Dakota. This Amendment revises the Interconnection Agreement between the parties approved by the Commission on February 25, 2004 in Case No. TC04-002.

Contact information for Sprint Communications Company L.P. is as follows:

Lynda Cleveland
Sprint Communications
6450 Sprint Parkway, Mailstop KSOPHN0212
Overland Park, Kansas 66251
Telephone: 913-315-9139

We have also enclosed an extra copy of this letter and of the filing. Please date stamp the extra copies and return them to us for our files.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

Melissa K. Thompson

Enclosures

cc: Colleen Sevoid (w/o enclosure)
Lynda Cleveland (w/o enclosure)

Elec.
~~REC~~ Received JAN 21 2005

RECEIVED

JAN 24 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

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

12/14/04

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	NFC
9.4 Shared Services							
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.