

Douglas, Tina (PUC)

From: PUC Docket Filings
Sent: Wednesday, October 11, 2006 3:58 PM
To: Kolbo, Delaine; Zebroski, Carol; Douglas, Tina (PUC); Forney, Heather; Van Gerpen, Patty
Subject: FW: SD - Qwest Local Services Platform Agreement Between Qwest Corporation and Granite Telecommunications, LLC

From: Barthel, Dianne[SMTP:DIANNE.BARTHEL@QWEST.COM]
Sent: Wednesday, October 11, 2006 3:57:39 PM
To: PUC Docket Filings
Cc: rcurrier@granitenet.com
Subject: SD - Qwest Local Services Platform Agreement Between Qwest Corporation and Granite Telecommunications, LLC
Auto forwarded by a Rule

Attached please find the following filing that will be mailed via UPS today, October 11, 2006.

Qwest Local Services Platform Agreement between Qwest Corporation and Granite Telecommunications, LLC and Request for Confidential Treatment of Information

Dianne M. Barthel
Sr. Legal Assistant
Qwest
200 South 5th Street, Room 2200
Minneapolis, MN 55402
(612) 672-8904



This communication is the property of Qwest and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Qwest Corporation
Law Department
(612) 672-8905-Phone
(612) 672-8911-Fax

Jason D. Topp
Corporate Counsel



October 11, 2006

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Qwest Local Services Platform Agreement between Qwest Corporation and
Granite Telecommunications

Dear Ms. Van Gerpen:

I have attached for your information a recently executed copy of an agreement between Qwest Corporation and Granite Telecommunications, LLC, called the Qwest Local Services Platform, or "QLSP" agreement. This agreement provides for Granite's purchase from Qwest of mass market switching and shared transport elements that Granite may combine with local loops purchased from the separate interconnection agreement between Qwest and Granite. The services addressed in the QLSP agreement are the same as the services contained in the Qwest Platform Plus, or "QPP" agreement that this Commission previously reviewed and considered. When this Commission reviewed the QPP agreement, it found that it is subject to the filing obligations under Section 252 of the Telecommunications Act. For the reasons stated below, and applying the same reasoning as the Commission when it analyzed the QPP agreement, the QLSP agreement should not be subject to the filing obligations under Section 252.

On October 29, 2004, this Commission issued an Order ("Order") in TC04-144, in which the Commission ruled that the QPP agreement was subject to the Section 252 filing requirement. The Commission's Order relied heavily upon the ruling from the Washington Commission in its Docket Nos. UT-960310 and UT-043084. The South Dakota and Washington Commissions reasoned that the QPP agreement was subject to Section 252 because it was "integrated" with another agreement that indisputably was an interconnection agreement. Order, at 2-3. The Commissions based their conclusion that the QPP agreement was integrated with the interconnection agreement on four factors; however, none of those factors exist under the QLSP agreement and thus the QLSP is not subject to Section 252.

The factors leading to the Commissions' conclusion that the QPP agreement was integrated with the interconnection agreement are as follows:

1. The QPP agreement was executed contemporaneously with the Thirteenth Amendment to the interconnection agreement, which was undeniably an interconnection agreement subject to Section 252. Order, §23.
2. The QPP and interconnection agreement amendment contain mutual provisions triggering the termination of the other agreement.
3. A "rate-stabilization" provision provided that the QPP rates would go down if the loop rates from the interconnection agreement increased, or the QPP rates would go up if the loop rates decreased, thereby maintaining a constant rate of the combination of the QPP elements and the loop during the term of the agreement.
4. Rate increases for the port element in the QPP were dependent upon implementation of a batch hot cut process pursuant to the Thirteenth Amendment to the interconnection agreement.

None of the four provisions listed above are present in the QLSP agreement, and no integration exists between the QLSP agreement and the parties' interconnection agreement. The QLSP is a self-standing agreement that does not address any elements that Qwest is obligated to provide under section 251. Thus, as Qwest has briefed and stated to this Commission previously, because the section 252 filing obligation applies only to agreements addressing services provided under Section 251(b) and (c), the QLSP agreement is not subject to Section 252.

For these reasons, Qwest's QLSP agreement is not subject to the filing and approval requirements of Section 252. But, as part of the company's efforts to promote transparency of its decisions relating to Section 252 issues, we are providing you with a copy of the QLSP agreement for your information along with the above analysis.

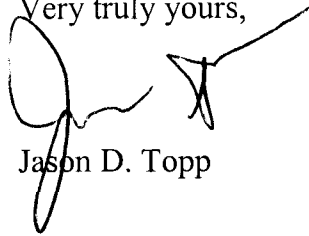
Patricia Van Gerpen

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Please contact me if you have any questions or concerns. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp". The signature is stylized with a large loop on the left and a sharp, upward-pointing stroke on the right.

Jason D. Topp

JDT/bardm

Enclosure

cc: Rand Currier (via e-mail)
Colleen Sevold

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

IN THE MATTER OF QWEST LOCAL SERVICES PLATFORM AGREEMENT BETWEEN QWEST CORPORATION AND GRANITE TELECOMMUNICATIONS, LLC	Case No. REQUEST FOR CONFIDENTIAL TREATMENT OF INFORMATION
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Pursuant to ARSD 20:10:01:41, Qwest Corporation (“Qwest”), through the undersigned counsel, requests confidential treatment as follows:

1. Confidential protection is sought for the Qwest Local Services Agreement between Qwest Corporation and Granite Telecommunications, LLC (“Agreement”).

The pages are marked as confidential and are provided in a sealed envelope.

2. The Confidential Agreement referenced herein must be protected for the life of this docket. When the docket is closed, all protected information must be returned to Qwest.

3. The person to be notified is Jason D. Topp, Qwest Corporation, 200 South Fifth Street, Room 2200, Minneapolis, MN 55402; telephone (612) 672-8905.

4. The claim for protection is based on ARSD 20:10:01:39 (4) and SDCL 37-29-1(4).

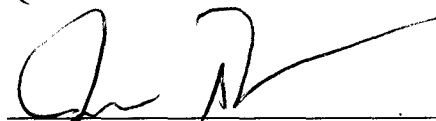
5. The Confidential Agreement referenced herein contains confidential and proprietary information regarding details of an agreement between Qwest Corporation and Granite Telecommunications, LLC. Disclosure of this information will provide actual and potential competitors with information which is not public available and could provide them with an unfair competitive advantage. Additionally, this information should be protected because it derives independent economic value, actual or potential, from not being generally

known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Competitors with access to this information could use it to make strategies and tactical decisions that could be harmful to the success and profitability of Qwest. Release of this information to competitors would unfairly enable them to make strategic and tactical decisions that would be harmful to the success and profitability of Qwest.

Accordingly, Qwest respectfully requests that the Commission grant this request for confidential protection.

Dated this 11th day of October, 2006.

QWEST CORPORATION

A handwritten signature in black ink, appearing to read 'Jason D. Topp', is written over a horizontal line.

Jason D. Topp
200 South Fifth Street, Room 2200
Minneapolis, MN 55402
(612) 672-8905