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July 18, 2002

RECEIVED

JUL 19 2002

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

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Filing of Amendment for Unbundled Network Elements Combinations to the
Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc.
Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Amendment for Unbundled Network Elements ("UNE") Combinations between 1-800-RECONEX, Inc. ("Reconex") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the wireline interconnection agreement between Reconex and Qwest which was approved by the Commission on July 27, 2001 in Docket No. TC01-069.

The amendment is made in order to add to the Agreement the terms, conditions and rates for UNE Combinations, as set forth in Attachment 1 and Exhibits A, B and C, attached to the amendment and incorporated therein.

Reconex has authorized Qwest to submit this amendment on Reconex's behalf.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.


Thomas J. Welk

TJW/vjj

Enclosures

cc: William E. Braun - Reconex (enclosure letter only)
Ms. Colleen Sevoid
Ms. Luba Hromyk (enclosure letter only)

**Amendment for Unbundled Network Elements (UNE) Combinations
To the Interconnection Agreement
between
1-800 RECONEX, Inc.
and
Qwest Corporation
For the State of South Dakota**

RECEIVED

JUL 19 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment ("Amendment") is made and entered into by and between 1-800 RECONEX, Inc. ("CLEC") and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, the Parties 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") on July 27, 2001 as referenced in TC01-069; and

WHEREAS, the Parties wish to amend the Agreement by adding the terms, conditions and rates 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, to the Agreement, the terms, conditions and rates for Unbundled Network Elements (UNE) Combinations, as set forth in Attachment 1 and Exhibits A, B and C, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; 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.

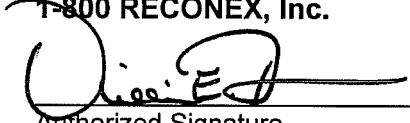
3. Further Amendments

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, 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.

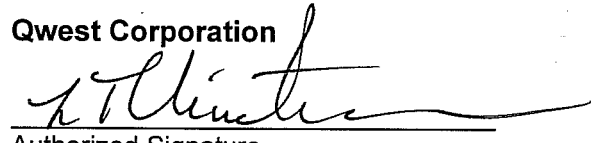
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1-800 RECONEX, Inc.

Authorized Signature

William E. Brann
Name Printed/Typed

Vice-President & General Counsel
Title

6-25-02
Date

Qwest Corporation

Authorized Signature

L. T. Christensen
Name Printed/Typed

Director – Business Policy
Title

7/15/02
Date

ATTACHMENT 1

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Amendment and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this Amendment are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Amendment or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combination(s) accessed by CLEC except as specified in this Amendment or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Amendment pursuant to the Agreement. CLEC and Qwest agree that the UNEs identified in the Agreement are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. Where specifically prohibited by applicable federal or state requirements, UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.2.3 Where a CLEC has been denied access to a DS1 Loop as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a

similar bandwidth tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in Exhibit B of this Amendment. Qwest will provision UNE Combinations pursuant to the terms of this Amendment, provided that all UNEs making up the UNE Combination are

contained this Amendment. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a CLEC questionnaire amendment before ordering such products.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements Section in the Agreement.

9.23.3.3 "UNE-P-PBX": PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following Unbundled Network Elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements Section in the Agreement.

9.23.3.4 "UNE-P-DSS": Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements Section in the Agreement.

9.23.3.5 "UNE-P-ISDN": ISDN lines are available to CLEC as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

- a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and
- b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

For complete descriptions please refer to the appropriate Unbundled Network Elements Section

in the Agreement.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex service are available with UNE-P-Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Amendment.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. In addition, DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit B. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP for CLEC's Collocation.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

9.23.3.7.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an End User Customer's Local Exchange Service and that the Loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest Central Office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.2 Option 2: CLEC must certify that it provides local exchange and Exchange Access service to the End User Customer's premises and handles at least one-third (1/3) of the End User Customer's local traffic measured as a percent of total End User Customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent

(50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a Customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest Central Office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Amendment. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.
- d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for sixty (60) days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.
- f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.
- g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between CLEC and Qwest.
- h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to Provisioning EELs.
- i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private

Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest Central Office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within thirty (30) days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this SGAT. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

9.23.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use Billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is Technically Feasible and they meet the terms of this Section 9.23.3.7. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC Switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of Local Exchange Service to each End User Customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.qwest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available.

9.23.3.8 Ordering

9.23.3.8.1 Reserved for Future Use.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One LSR is required when CLEC orders Point-to-Point EEL, Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport or Unbundled Loop. Recurring and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link or DSO Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP) set forth in Exhibit B. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of CLEC's Customer's choice on a 2-PIC basis, access to 911 Emergency Services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, directory assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where Technically Feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of the Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which Qwest is required to retain and/or maintain End User Customer information. Qwest shall provide CLEC's End User Customer information to the ALI/DMS (Automatic Location Identification/Database Management System). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its End User Customers, CLEC's End User Customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC shall follow all Applicable Laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Amendment. Qwest DSL service provided to internet service providers and not provided directly to Qwest or CLEC's End Users is not available with UNE-P combinations.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Qwest will waive any TLA charge otherwise applicable under the agreement or Tariff election by which a CLEC ordered or augmented a special access circuit under interstate Tariff between February 17, 2000 and May 16, 2001, provided that CLEC identifies and communicates in writing to Qwest on or before November 30, 2001 each circuit it believes to qualify hereunder. Nothing herein shall be construed as expanding the rights otherwise granted by this SGAT or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed

UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and Billing at the resold rate will cease, on the Due Date scheduled for the conversion, so long as the Due Date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 Reserved for Future Use.

9.23.3.15 When End User Customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Amendment shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

9.23.3.18 Reserved for Future Use.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC End User Customer changes of InterLATA or IntraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

9.23.4.5 If an End User Customer is served by CLEC through a UNE Combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in the Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 Reserved for Future Use.

9.23.5.1.2 Reserved for Future Use.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two to three (2-3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are

located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html

9.23.5.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customer listings information are contained in the Listings and E911/911 Emergency Services sections of the Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the End User Customer's existing listing(s) be retained upon conversion to Unbundled Local Switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data bases.

9.23.5.6 When Qwest's End User Customer or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's End User Customer, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

**Exhibit A
SouthDakota***

Amendment				
			Recurring	Nonrecurring
			Wholesale Discount Percentage Recurring Charges	Wholesale Discount Percentage Nonrecurring Charges
				Notes
6.0 Resale				
6.1 Wholesale Discount Rates				
6.1.3	IntraLATA Toll		15.55%	
6.1.5	Listings, CO Features & Information Services		15.55%	
			Recurring	Nonrecurring
7.4 Multiplexing				
7.4.1	DS3 to DS1		\$191.32	\$287.45
7.4.2	DS1 to DS0		\$181.28	\$280.77
9.0 Unbundled Network Elements (UNEs)				
9.2 Unbundled Loops				
9.2.1 Analog Loops				
2-Wire Voice Grade				
	Zone 1		\$17.01	
	Zone 2		\$18.54	
	Zone 3		\$24.37	
4-Wire Voice Grade				
	Zone 1		\$31.72	
	Zone 2		\$34.59	
	Zone 3		\$45.46	
9.2.2 Non-loaded Loops				
2-wire Non-loaded Loop				
	Zone 1		\$17.01	
	Zone 2		\$18.54	
	Zone 3		\$24.37	
4-wire Non-loaded Loop				
	Zone 1		\$31.72	
	Zone 2		\$34.59	
	Zone 3		\$45.46	
Cable Unloading/Bridge Tap Removal				\$58.50
9.2.3 Digital Capable Loops				
Basic Rate ISDN / xDSL - I Capable / ADSL Compatible Loop				
	Zone 1		\$17.01	
	Zone 2		\$18.54	
	Zone 3		\$24.37	
DS1 Capable Loop				
	Zone 1		\$78.54	1
	Zone 2		\$80.58	1
	Zone 3		\$87.89	1
DS3 Capable Loop				
	Zone 1		\$957.81	1
	Zone 2		\$1,005.76	1
	Zone 3		\$1,201.41	1

**Exhibit A
SouthDakota***

	Recurring	Nonrecurring	Notes
OC - n Capable Loop			
OC - 3	\$851.53		5
OC - 12	\$1,292.65		5
OC - 48	\$3,359.92		5
2-Wire Extension Technology	\$21.49		
9.8 Shared Transport			
9.8.1 Per Minute of Use - TELRIC Based Rate	\$0.00138786		
9.11 Local Switching			
9.11.1 Local Switching - TELRIC Based Rates			
Analog Line Side Port, First Port	\$1.84	\$101.15	
Each Additional Port	\$1.84	\$54.43	
9.11.2 Vertical Features			
Call Hold	\$0.0568		
Call Transfer	\$0.2166		
Three Way Calling	\$0.0963		
Call Pickup	\$0.0577		
Call Waiting/Cancel Call Waiting	\$0.1330		
Distinctive Ringing	\$0.0797		
Speed Call Long – Customer Change	\$0.0654		
Station Dial Conferencing (6-way)	\$1.0508		
Call Forwarding Busy Line	\$0.1386		
Call Forwarding Don't Answer	\$0.1696		
Call Forwarding Variable	\$0.1414		
Call Forwarding Variable Remote	\$0.1128		
CLASS – Call Waiting ID	\$0.0519		
CLASS – Calling Name & Number	\$0.1915		
CLASS – Calling Number Delivery	\$0.0808		
CLASS–Calling Number Delivery–Blocking	\$0.3822		
CLASS – Continuous Redial	\$0.5008		
CLASS – Last Call Return	\$0.4258		
CLASS – Priority Calling	\$1.0829		
CLASS – Selective Call Forwarding	\$0.9206		
CLASS – Selective Call Rejection	\$1.7651		
CLASS – Anonymous Call Rejection	\$0.3937		
Call Park (Store & Retrieve)	\$0.1289		
Message Waiting Indication AV	\$0.0662		
9.11.3 Subsequent Order Charge		\$13.12	1
9.11.4 Digital Line Side Port (Supporting BRI ISDN)			
First Port	\$15.79	\$226.46	1
Each Additional Port	\$15.79	\$226.46	1
9.11.5 Digital Trunk Ports			
DS1 Local Message Trunk Port	\$79.99		1
Message Trunk Group, First Trunk		\$165.93	1
Message Trunk Group, Each Additional		\$46.30	1
DS1 PRI ISDN Trunk Port	\$225.41	606.52	1
DS1 / DID Trunk Port	\$4.18	203.01	1
9.11.6 DS0 Analog Trunk Port			
First Port	\$18.74	\$134.45	1
Each Additional	\$18.74	\$37.36	1
9.11.7 Local Usage, per Minute of Use	\$0.003469		
9.12 Local Switching - Market Based Rates	Available on in Zone 1 Wire Centers		
9.13 Customized Routing			
9.13.1 Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only		\$305.48	5
9.13.2 Installation Charge, per Switch – Directory Assistance or Operator Service		\$223.77	5
9.13.3 All Other Custom Routing	ICB	ICB	3
9.23 UNE Combinations			
9.23.1 UNE - P Line Splitting			
Basic Installation Charge for UNE-P Line Splitting		\$35.48	5

**Exhibit A
SouthDakota***

	Recurring	Nonrecurring	Notes
9.23.2 UNE-P Conversion Non-Recurring Charges			
UNE-P POTS, CENTREX, Analog PBX Trunks			
First		\$0.66	1
Each Additional		\$0.13	1
UNE-P Pal Manual			
First		\$15.75	1
Each Additional		\$2.62	1
UNE-P PBX DID Trunks			
First		\$24.06	1
Each Additional		\$3.03	1
UNE-P ISDN BRI			
First		\$28.84	1
Each Additional		\$3.03	1
UNE-P ISDN PRI, DSS per DS1 Facility		\$23.15	1
UNE-P ISDN PRI, DSS - per Trunk			
First		\$24.04	1
Each Additional		\$3.03	1
9.23.3 UNE-P New Connection Non-Recurring Charges			
UNE-P POTS Centrex, Analog PBX Trunks			
First		\$53.73	1
Each Additional		\$15.42	1
UNE-P PAL Manual			
First		\$79.76	1
Each Additional		\$17.91	1
UNE - P PBX DID - per Trunk		\$173.27	1
UNE - P ISDN BRI		\$302.10	1
UNE - P Trunks			
DSS Basic Trunk - In Only, Out Only, or Two Way		\$76.81	1
DSS, ISDN PRI Adv. Trunk - In only w/DID & Hunting, or 2 Way w/DID, Hunting & Answer Sup'v		\$76.02	1
DSS, ISDN PRI Adv. Trunk - Out Only w/Answer Sup'v		\$77.21	1
Complex Translations Digits Outpulsed Change Signaling		\$13.89	5
DID Complex Translations Signaling Change		\$32.41	5
DID Block Compromise		\$24.46	5
DID Group of 20 Numbers		\$32.54	5
DID Reserve Sequential # Block		\$24.31	5
DID Reserve Non Sequential TN		\$22.70	5
DID Trunk Termination		\$22.83	5
DID NonSequential TN		\$34.14	5
Facilities for UNE - P DSS, UNE - P ISDN PRI			
DS1 Loop Facility (for Basic Trunk) + Multiplexing		\$300.80	5
DS1 Loop Facility (for Advanced Trunks)		\$300.80	5
DS3 Loop Facility		\$300.80	5
UNE - P PRI Configurations			
UNE-P PRI Dedicated PRI 23 + D		\$666.21	1
UNE-P PRI Dedicated PRI 24		\$643.43	1
UNE-P PRI Dedicated PRI 23B + Back-Up D Configuration - 5E		\$642.51	1
9.23.4 UNE - P Qwest DSL		See applicable Qwest retail Tariff, catalog, or price list	
9.23.5 UNE Combinations Loop MUX Combination			
9.23.5.1 ITP DS1 / DS3			
9.23.5.2 Loop MUX DS0 2/4 Wire Analog		\$228.10	5
Loop MUX DS0 Wire 2/4 Wire Analog Each Additional		\$148.86	5

**Exhibit A
SouthDakota***

		Recurring	Nonrecurring	Notes
9.23.5.3	Loop MUX DS0 2-Wire Analog			
	Zone 1	\$17.01		
	Zone 2	\$18.54		
	Zone 3	\$24.37		
9.23.5.4	Loop MUX DS0 4-Wire Analog			
	Zone 1	\$31.72		
	Zone 2	\$34.59		
	Zone 3	\$45.46		
9.23.5.5	DS1 Loop MUX		\$288.53	5
	DS1 Loop MUX Each Additional		\$211.25	5
9.23.5.6	DS1 Capable Loop			
	Zone 1	\$78.54		5
	Zone 2	\$80.58		5
	Zone 3	\$87.89		5
9.23.5.7	Private Line to Loop MUX Conversion		\$31.65	5
9.23.5.8	Loop MUX DS3 to DS1	\$191.32	\$192.02	5
	Loop MUX DS1 to DS0	\$181.28	\$192.02	5
9.23.5.9	DS1/DS0 Low Side Channelization	See EEL section		
9.23.6	Enhanced Extended Loop (EEL)			
	EEL Link			
	EEL DS0 2-Wire Analog		\$248.22	1
	EEL DS0 2/4 Wire Analog Each Additional		\$184.96	1
	Zone 1	\$17.01		
	Zone 2	\$18.54		
	Zone 3	\$24.37		
	EEL DS0 4-Wire Analog		\$248.22	1
	EEL DS0 2/4 Wire Analog Each Additional		\$184.96	1
	Zone 1	\$31.72		
	Zone 2	\$34.59		
	Zone 3	\$45.46		
	EEL DS1		\$304.31	1
	EEL DS1 Each Additional		\$227.03	1
	Zone 1	\$78.54		1
	Zone 2	\$80.58		1
	Zone 3	\$87.89		1
	EEL DS3		\$327.98	1
	EEL DS3 Each Additional		\$250.70	1
	Zone 1	\$957.81		1
	Zone 2	\$1,005.76		1
	Zone 3	\$1,201.41		1
9.23.7	Private Line Conversion to EEL (aka UNE-Combination Private Line and EEL C)		31.65	1
		Recurring Fixed	Recurring Per Mile	Nonrecurring
9.23.8	EEL Transport			
	DS0			
	DS0 0 to 8 Miles	\$17.14	\$0.09	
	DS0 Over 8 to 25 Miles	\$17.12	\$0.12	
	DS0 Over 25 to 50 Miles	\$17.13	\$0.11	
	DS0 Over 50 Miles	\$17.14	\$0.07	
	DS1			
	DS1 0 to 8 Miles	\$34.75	\$0.95	
	DS1 Over 8 to 25 Miles	\$34.76	\$1.82	

**Exhibit A
SouthDakota***

		Recurring	Nonrecurring	Notes
DS1 Over 25 to 50 Miles	\$34.76	\$1.77		
DS1 Over 50 Miles	\$34.75	\$1.23		
DS3				
DS3 0 to 8 Miles	\$236.22	\$10.43		
DS3 Over 8 to 25 Miles	\$236.53	\$10.83		
DS3 Over 25 to 50 Miles	\$236.71	\$9.91		
DS3 Over 50 Miles	\$243.94	\$24.44		
OC-3				
OC-3 0 to 8 Miles	\$793.57	\$212.15		1
OC-3 Over 8 to 25 Miles	\$799.22	\$67.64		1
OC-3 Over 25 to 50 Miles	\$768.14	\$88.26		1
OC-3 Over 50 Miles	\$787.86	\$61.54		1
OC-12				
OC-12 0 to 8 Miles	\$2,213.65	\$92.66		1
OC-12 Over 8 to 25 Miles	\$2,213.65	\$94.17		1
OC-12 Over 25 to 50 Miles	\$2,213.65	\$105.06		1
OC-12 Over 50 Miles	\$2,213.65	\$123.61		1
OC-48				
OC-48 0 to 8 Miles	\$7,301.45	\$308.86		1
OC-48 Over 8 to 25 Miles	\$7,301.45	\$314.66		1
OC-48 Over 25 to 50 Miles	\$7,301.45	\$377.55		1
OC-48 Over 50 Miles	\$7,301.45	\$474.59		1
		Recurring	Nonrecurring	
9.23.9 EEL Multiplexing				
DS1 to DS0		\$181.28	\$255.93	8 & 1
DS3 to DS1		\$191.32	\$255.93	8 & 1
9.23.10 DS0 Channel Performance				
DS0 Low Side Channelization		\$13.12		1
DS1/DS0 MUX, Low Side Channelization		\$7.48		1
9.23.11 Concentration Capability		ICB		3
10.0 Ancillary Services				
10.2 911/E911		No Charge		
10.3 White Pages Directory Listings, Facility Based Providers				
10.3.1 Primary Listing		No Charge		
10.3.2 Premium/Privacy Listings		General Exchange Tariff Rate, less wholesale discount		
10.4 Directory Assistance, Facility Based Providers				
10.4.1 Local Directory Assistance, Per Call		\$0.34		2
10.4.2 National Directory Assistance, per Call		\$0.36		2
10.4.3 Call Branding, Set- Up and Recording				
Call Branding, Set- Up and Recording-Individual session			\$35,000.00	2
Set-Up & Recording-Shared recording session (minimum 3 customers per session)			\$15,000.00	2
10.4.4 Loading Brand /Per Switch			\$175.00	2
10.4.5 Call Completion Link, per call		\$0.09		2
10.5 Directory Assistance List Information				
10.5.1 Initial Database Load, per Listing		\$0.025		2
10.5.2 Reload of Database, per Listing		\$0.020		2
10.5.3 Daily Updates, per Listing		\$0.050		2
10.5.4 One-time Set-Up Fee		\$77.44		2
10.5.5 Media Charges for File Delivery				
Electronic Transmission		\$0.002		2
Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)		\$30.00		2
Shipping Charges (for tape delivery)			ICB	3

**Exhibit A
South Dakota***

	Recurring	Nonrecurring	Notes
10.6 Toll and Assistance Operator Services, Facility Based Providers,			
10.6.1 Option A – Per Message			
Operator Handled Calling Card	\$1.45		2
Machine Handled Calling Card	\$0.60		2
Station Call	\$1.50		2
Person Call	\$3.50		2
Connect to Directory Assistance	\$0.75		2
Busy Line Verify, per Call	\$1.95		2
Busy Line Interrupt	\$2.05		2
Operator Assistance, per Call	\$0.50		2
10.6.2 Option B – Per Operator Work Second and Computer Handled Calls			
Operator Handled, per Operator Work Second	\$0.028		2
Machine Handled, per Call	\$0.25		2
Call Branding, Set- Up and Recording-Individual session		\$35,000.00	2
Set-Up & Recording-Shared recording session (minimum 3 customers per session)		\$15,000.00	2
Loading Brand/Per Switch		\$175.00	2
12.0 Operational Support Systems			
12.1 Development and Enhancements, per Order		Under Development	
12.2 Ongoing Maintenance, per Order		Under Development	
12.3 Daily Usage Record File, per Record	\$0.0007		1
12.4 Trouble Isolation Charge		See MSC Charges	
17.0 Bona Fide Request Process			
17.1 Processing Fee		\$2,331.28	1

NOTES:

- * Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.
- [1] Rates addressed in Cost Docket . (TELRIC based where required.)
- [2] Market-based rates not addressed in Qwest/AT&T Interconnection Arbitration Docket.
- [3] ICB, Individual Case Basis pricing.
- [5] Rates not addressed in the Cost Docket .
- [8] Rate has been ordered in a different section and is being used due to the similar characteristics of the element. This rate will be replaced when a rate is developed or ordered for this product.

EXHIBIT B - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor
 - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
 - 1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

**EXHIBIT C
SERVICE INTERVAL TABLES**

Unbundled Network Elements Platform (UNE-P) Service Interval Table:

For UNE-P POTS, Saturday due dates are available under the following circumstances:

The Saturday Desired Due Date (DDD) must be at least the standard interval.

For dispatched orders, a Saturday appointment must be available and reserved in Appointment Scheduler.

For UNE-P POTS non-dispatched orders, Saturday is counted as part of the standard installation interval, even if a Saturday due date is not desired. For example: when the standard interval is 2 (two) business days, an LSR submitted on a Friday morning may have a due date as early as the following Monday.

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS New Installs, Address Changes, or Change Requests adding new lines. Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"		Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
			Forty-eight (48)
Addition, removal, or change of CO Features, PIC/LPIC change, number changes without inward line activity, or hunting changes without inward line activity		Three (3) Business Days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Suspend/Restore Deny/Restore	Customers with service placed on "vacation"	Next Business Day (includes Saturday)	Twenty-four (24) hrs OOS 48 hrs AS
	Treatment for Non-payment issues	Same Business Day if request received before noon MT, otherwise next business day (includes Saturday)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS New Installs, Address Changes, Changes with inward line activity Facility Check indicates “AVAILABLE DISP. REQ” and DISPATCH “YES”		Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Directory Listings Changes – <ul style="list-style-type: none"> • Simple (Non-complex) Listings - Simple Straight Line and/or Straight-Line Under (SLU) Listings 		Same business day	
Conversion as Specified Retail, Resale, or UNE-P POTS to UNE-P POTS		Depends on changes requested. For instance, addition of another line would follow New Installs guidelines.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Conversions to UNE-P POTS- UNE-P POTS to UNE-P POTS - Conversion as Is	1 to 39 Lines	Same Business Day if received before noon MT, or Next Business Day if received later than noon MT.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified		3 business days	24 hrs OOS Forty-eight (48) hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified		3 BUSINESS DAYS	
UNE-P PBX New Install, Conversion As Specified, Changes (ex. PIC/LPIC or feature changes, etc.), and Suspend/Restore	1 to 8 Trunks	Zone 1: Five (5) Business Days Zone 2: Six (6) business days	Four (4) hrs
	9 to 16 Trunks	Zone 1; Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs
	17 to 24 Trunks	Zone 1: Seven (7) business days ZONE 2: EIGHT (8) BUSINESS DAYS	Four (4) hrs
	25 or more Trunks	ICB	Four (4) hrs
		business days	
	business days		
	business days		
UNE-P DSS T1 Facility Installation	1 to 3 Facilities	Nine (9) business days	Four (4) hrs
	4 to 6 Facilities	Twelve (12) business days	Four (4) hrs
	7 to 9 Facilities	Thirteen (13) business days	Four (4) hrs
	10 to 12 Facilities	Seventeen (17) business days	Four (4) hrs

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P DSS Trunk Installation when ordered with new T1 Facility (Note: The number of facilities ordered drives the due dates for both facilities and trunks.)	1 to 3 Facilities	Twelve (12) business days	Four (4) hrs
	4 to 6 Facilities	Sixteen (16) business days	Four (4) hrs
	7 to 9 Facilities	Twenty (20) business days	Four (4) hrs
	10 to 12 Facilities	Twenty four (24) business days	Four (4) hrs
Conversions to UNE-P DSS-As Is		Five (5) business Days	Four (4) hrs
	Conversion As Specified	See intervals for type of change requested	Four (4) hrs
UNE-P DSS-Add/Change Trunks on existing facilities	1 to 8 Trunks	Five (5) business Days	Four (4) hrs
	9 to 16 Trunks	Six (6) business days	Four (4) hrs
	17 to 24 Trunks	Seven (7) business days	Four (4) hrs
	Each Additional 8 Trunks	One (1) business Day for each	Four (4) hrs
UNE-P ISDN BRI New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Loops	Thirteen (13) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN BRI Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI-Conversion As Is	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI-Conversion As Specified	1 to 10 Loops	Three (3) business days if a Loop is not involved (or) Thirteen (13) business days if a Loop is added or changed	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN PRI 'New'-New Facility and Associated Trunks (With this activity, the number of facilities ordered drives the due dates for both facilities and trunks. See table below.)	1 to 3	Nine (9) business days	Four (4) hrs

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
	4 to 6 7 to 9 10 to 12 Over 12	Twelve (12) business days Thirteen (13) business Seventeen (17) business Add 4 business days for each additional 3 facilities (13-16=21 days, 17-20=25 days, etc.)	Four (4) hrs
UNE-P ISDN PRI 'New'- Trunks	1 to 3 Trunks	Twelve (12) business days	Four (4) hrs
	4 to 6 Trunks	Sixteen (16) business days	Four (4) hrs
	7 to 9 Trunks	Twenty (20) business days	Four (4) hrs
	10 to 12 Trunks	Twenty-four (24) business days	Four (4) hrs
	13 or more Trunks	Facility due date plus 5 days	Four (4) hrs

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
Conversion to UNE-P ISDN PRI- As Specified		See intervals for type of change requested	Four (4) hrs
	As Is	Five (5) business days	Four (4) hrs
UNE-P ISDN PRI- Add/Change Trunks on Existing Facility	1 to 8	Five (5) business days business days	Four (4) hrs
	9 to 16	Six (6) business days	Four (4) hrs
	17 to 24	Seven (7) business days	Four (4) hrs
	Over 25	ICB	Four (4) hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified		Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex 21 - Non Designed- New Installations, Address Changes, and Change Requests adding new lines	[Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) business days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Establish Common Block	1 to 21 Lines - No Optional Features	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	1 to 21 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	22 or more Lines with or without Optional Features	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Feature Additions requiring Common Block activity per Common Block	1 to 10 Lines	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.	Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)	Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Centrex Management System (CMS)	New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)	Twenty (20) business days (after the initial Common Block & associated lines are installed)	N/A
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs)	Additional/New Station Lines to be added to CMS	Five (5) business days after line is installed	N/A
	Additions	Five (5) business days	N/A
	Change from Non Blocked to Blocked Service	ICB	N/A

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves NOTE: On conversions, numbers are "chipped" into the Common Block at the time of installation.	1 to 10 Lines per location	Five (5) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 to 20 Lines per location	Ten (10) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	21 or more Lines per location	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Line Feature changes/additions/Removals	1 to 19 Lines	Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	20 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS)	Subsequent to Common Block Installation	Twenty (20) business days (may be longer if the activation of ARS is tied to a Private Line facility installation)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes	business days: Five (5) days Ten (10) days Twenty (20) days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Adding new Patterns	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES**

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Uniform Call Distribution (UCD)	Per Request	Thirteen (13) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Additional Numbers subsequent to initial Common Block installation NOTE: Additional numbers are "chipped" into the Common Block at the time of request.	Blocks (No limit on amount of numbers.)	Five (5) business days	N/A

**EXHIBIT C
SERVICE INTERVAL TABLES**

Enhanced Extended Loop Service Interval Table (EEL):

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of July 18, 2002 through July 24, 2002

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 Fax: 605-773-3809

TELECOMMUNICATIONS

TC02-094 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement Between 1-800 RECONEX, Inc. and Qwest Corporation.

On July 19, 2002, the Commission received for approval a filing of an Amendment for Unbundled Network Elements Combinations to the Interconnection Agreement between 1-800 RECONEX, Inc. and Qwest Corporation. According to the parties, the Amendment is a negotiated amendment and is made in order to add to the Interconnection Agreement, the terms, conditions, and rates for unbundled network element combinations. 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 8, 2002. 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: Rolayne Ailts Wiest
Date Docketed: 07/19/02
Initial Comments Due: 08/08/02

TC02-095 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Exchange and Network Services Tariff.

On July 22, 2002, Qwest Corporation filed revisions to its Exchange and Network Services Tariff for approval. These revisions increase the Federal Telephone Assistance Plan credit from \$6.75 to \$7.75 to offset the \$1.00 increase in the Residence Subscriber Line Charge.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 07/22/02
Intervention Deadline: 08/09/02

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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 1-800-)	
RECONEX, INC.)	TC02-094

On July 19, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between 1-800-Reconex, Inc. (Reconex) and Qwest. The amendment is made in order to add to the agreement the terms, conditions and rates for UNE Combinations, as set forth in Attachment 1 and Exhibits A, B and C, attached to the amendment.

On July 25, 2002, 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 8, 2002, to do so. No comments were filed.

At its duly noticed September 5, 2002, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Reconex. 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 18th day of September, 2002.

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><i>Melaine Kells</i></u>
Date: <u>9/20/02</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Robert K. Sahr
ROBERT K. SAHR, Commissioner