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In the Matter of IN THE MATTER OF THE FILING FOR
APPROVAL OF AN AMENDMENT TO
AN INTERCONNECTION AGREEMENT
BETWEEN QWEST CORPORATION
AND M I D C O N T I N E N T
COMMUNICATIONS, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/4 03	Filed and Docketed;
4/9 03	Verbally Filed;
5/16 03	Order Approving Amendment to Agreement;
5/16 03	Docket Closed.

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.
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April 2, 2003

RECEIVED

APR 04 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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

Re: Filing of New Product Offering Amendment to Agreement between Qwest Corporation
and Midcontinent Communications
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the New Product Offering Amendment to the Interconnection Agreement between Midcontinent Communications (f/k/a Midco Communications, Inc.) ("Midco") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the negotiated agreement between Midco and Qwest which was approved by the Commission effective May 5, 1999 in Docket No. TC99-023.

The Amendment is made in order to add to the Agreement the terms, conditions and rates for an expedited process for Midco's procurement of new Qwest products and services, as set forth in Attachment 1 and Exhibits L/M attached to the Amendment.

Midco has authorized Qwest to submit these Agreements on Midco's behalf.

Sincerely yours,

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



Thomas J. Welk

TJW/vjj
Enclosures

cc: W. Tom Simmons, Midco (enclosure letter only)
Colleen Sevold

APR 04 2003

**Qwest New Product Offering Amendment
to the Interconnection Agreement between
Qwest Corporation and
Midcontinent Communications (f/k/a Midco Communications,
for the State of South Dakota**

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This is an Amendment ("Amendment") for an expedited process for CLEC's procurement of new Qwest products and services to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Midcontinent Communications (f/k/a Midco Communications, Inc.) ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on May 5, 1999, as referenced in Docket No. TC99-023 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for an expedited process for CLEC's procurement of new Qwest products and services, as set forth in Attachment 1 and Exhibit(s) L / M, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Amendments; Waivers

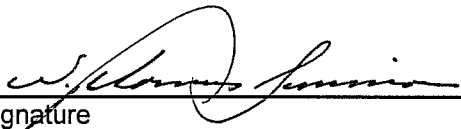
The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver 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 Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement 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 Agreement.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below.

Midcontinent Communications

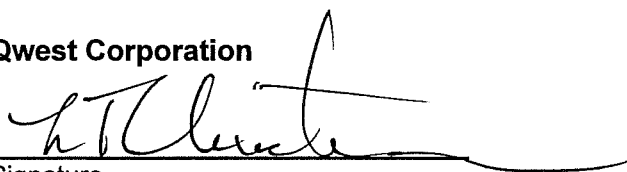

Signature

W. Tom Simmons
Name Printed/Typed

VICE PRESIDENT - PUBLIC POLICY
Title

3/24/03
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

3/27/03
Date

ATTACHMENT 1

1.7 The Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Amendment.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the CMP. CLEC must first complete the relevant section(s) of the New Product Amendment Questionnaire to establish ordering and billing processes. In addition, the Parties shall amend the Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (attached hereto as Exhibit L) and include as an attachment the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in the Agreement and may begin ordering the new product pursuant to the terms of this Amendment as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment, with different terms and conditions from Qwest, as defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final the amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Amendment.

ADVICE ADOPTION LETTER

Director of Interconnection Compliance

C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's Web site that have been provided for the New Product identified above.

CLEC

By: _____

Title: _____

Date: _____

INTERIM ADVICE ADOPTION LETTER

Director of Interconnection Compliance

C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's Web site that have been provided for the New Product identified above.

Qwest acknowledges that CLEC believes that the rates, terms and conditions for the Qwest New Product should be altered and that CLEC enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of Section 1.7.1.2 of the SGAT. CLEC enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

CLEC

By: _____

Title: _____

Date: _____

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 3, 2003 through April 9, 2003

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3705

CONSUMER COMPLAINTS

CT03-008 In the Matter of the Complaint filed by Gene Bunge on behalf of Canyon Shadows Water Company, Inc., Rapid City, South Dakota, against Qwest Corporation Regarding Termination of Switch Function Resulting in Damage.

Complainant's representative alleges that the respondent caused a signal cable interruption, which resulted in a water pump owned by the Complainant to run continuously from mid-November through the month of December. Complainant seeks to be reimbursed for the excess electrical usage and depreciation costs associated with the excess wear on the pump.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 04/07/03
Intervention deadline: N/A

TELECOMMUNICATIONS

TC03-065 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.

On April 4, 2003, the Commission received a filing of New Product Offering Amendment to Agreement between Qwest Corporation (Qwest) and Midcontinent Communications, Inc. (Midco). According to the parties, the amendment is a negotiated agreement between Midco and Qwest which was approved by the Commission effective May 5, 1999, in Docket TC99-023. The amendment is made in order to add terms, conditions and rates for an expedited process for Midco's procurement of new Qwest products and services, as set forth in Attachment 1 and Exhibits L/M attached to the amendment. 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 April 24, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/04/03
Initial Comments Due: 04/24/03

TC03-066 In the Matter of the Application of Epixtar Communications Corp. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Epixtar Communications Corp. has filed an application for a Certificate of Authority to provide interexchange intrastate telecommunications services in South Dakota on a resale basis. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, operator services, and travel card service throughout South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 04/4/03
Intervention Deadline: 04/25/03

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

IN THE MATTER OF THE FILING FOR) APPROVAL OF AN AMENDMENT TO AN) INTERCONNECTION AGREEMENT BETWEEN) QWEST CORPORATION AND MIDCONTINENT) COMMUNICATIONS, INC.)	ORDER APPROVING AMENDMENT TO AGREEMENT TC03-065
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On April 4, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Midcontinent Communications, Inc. (Midcontinent) and Qwest. The amendment is made in order to add to the agreement the terms, conditions and rates for an expedited process for Midco's procurement of new Qwest products and services, as set forth in Attachment 1 and Exhibits L/M attached to the amendment.

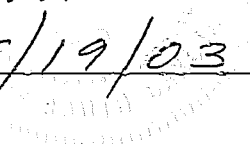
On April 10, 2003, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until April 24, 2003, to do so. No comments were filed.

At its duly noticed May 6, 2003, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Midcontinent. 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 16th day of May, 2003.

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>Melaine Kolbo</u>
Date: <u>5/19/03</u>
 (OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner