

NKT-19U

K4

TC03-190

DOCKET NO. _____

In the Matter of IN THE MATTER OF THE FILING FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND MIDCONTINENT COMMUNICATIONS

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
10/29 03	<i>Filed and Rocketed;</i>
10/30 03	<i>Rec'd by Filing;</i>
1/16 04	<i>Order Approving Amendment to Agreement;</i>
1/16 04	<i>Rocket Closed.</i>

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

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**Licensed only in Colorado

October 27, 2003

RECEIVED

OCT 29 2003

Pam Bonrud, 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 UNE-P PAL 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 UNE-P Public Access Lines ("PAL") 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 UNE-P PAL language as set forth in Exhibits A and B 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: Mary Lohnes, Midco (enclosure letter only)
 Colleen Sevold
 Mary Sullivan

RECEIVED

OCT 29 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**UNE-P PAL Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
MidContinent Communications (f/k/a Midco Communications, Inc.)
for the State of South Dakota**

This is an Amendment ("Amendment") 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

This Amendment is made in order to add, to the Agreement, the following UNE-P Public Access Lines (PAL) language. UNE-P PAL nonrecurring rates are found in Exhibit A attached hereto and incorporated herein. UNE-P PAL recurring rates are found in specified sections of the rate pages in Exhibit A of the Agreement. Both Unbundled Network Elements (UNEs) and Unbundled Network Element Combinations sections must be included within CLEC's existing Interconnection Agreement to incorporate this product as an Amendment.

UNE-P PAL: Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following UNEs: Analog 2-wire voice grade loop, Analog Line Side Port and Shared Transport. All Vertical Switch Features that are technically feasible for PAL are available with UNE-P PAL. For complete descriptions, refer to the appropriate Unbundled Network Elements Sections of the Agreement.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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.

Change of Law

A. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

B. In addition, but not in limitation of Section A above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced*

Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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.

MidContinent Communications



Signature

STEVE GROSSER

Name Printed/Typed

SVP FINANCE

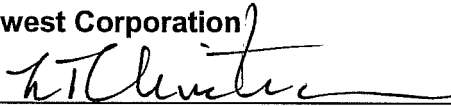
Title

10/16/03

Date

*Midcontinent Communications
Investor, LLC Managing
Partner of Midcontinent
Communications*

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

10/22/03

Date

EXHIBIT A

South Dakota		Recurring	Nonrecurring	Notes
UNE Combinations				
	UNE-P Conversion Nonrecurring Charges			
	UNE-P PAL Manual			
	First		\$16.54	1
	Each Additional		\$2.76	1
	UNE-P New Connection Nonrecurring Charges			
	UNE-P PAL Manual			
	First		\$83.78	1
	Each Additional		\$18.81	1

[1] Rates from 12-12-02 Exhibit A, SD SGAT.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of October 23, 2003 through October 29, 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: 605-773-3201

CONSUMER COMPLAINTS

CN03-003 In the Matter of the Complaint filed by John Reints, Rapid City, South Dakota, against Montana-Dakota Utilities Co. Regarding its Flat Monthly Charge.

On October 29, 2003, the Commission received a complaint filed by John Reints, Rapid City, South Dakota, against Montana-Dakota Utilities Co. Regarding its Flat Monthly Charge. The Complainant is requesting that the Commission prevent Montana Dakota-Utilities Co. from charging its minimum flat monthly fee for service.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 10/29/03
Intervention deadline: N/A

CT03-154 In the Matter of the Complaint filed by Black Hills FiberCom, L.L.C., Rapid City, South Dakota, against Qwest Corporation Regarding Intrastate Switched Access Charges Applied to ISP-Bound Calls which Complainant Claims is Interstate in Nature.

On October 29, 2003, the Commission received a complaint filed by Black Hills FiberCom, L.L.C. (FiberCom) against Qwest Corporation (Qwest) regarding intrastate switched access charges applied to ISP-Bound calls. According to the Complainant's representative, Qwest is taking the position that under its intrastate tariff it may charge FiberCom intercarrier switched access charges when a FiberCom customer initiates a call to a Qwest served ISP which is within FiberCom's local calling area, but is between Qwest's local exchanges. The Complainant disagrees and is requesting a Commission's determination of whether such charges are appropriate.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 10/29/03
Initial Comments Due: NA

TELECOMMUNICATIONS

TC03-190 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications

On October 29, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Qwest Corporation (Qwest) and Midcontinent Communications (Midcontinent). According to the parties, the Amendment is made in order to

add UNE-P PAL language as set forth in Exhibits A and B, which were attached to the filing. The original Agreement was approved in Docket TC99-023, effective May 5, 1999. 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 November 18, 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: 10/29/03
Initial Comments Due: 11/18/03

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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 MIDCONTINENT)	
COMMUNICATIONS)	TC03-190

On October 29, 2003, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Midcontinent Communications (Midcontinent) and Qwest. The Amendment is made in order to add to the agreement UNE-P PAL language as set forth in Exhibits A and B attached to the amendment.

On October 30, 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 November 18, 2003, to do so. No comments were filed.

At its duly noticed January 6, 2004, 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 January, 2004.

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>Delaine Kalbs</i></u>
Date: <u>1/16/04</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