

In the Matter of IN THE MATTER OF THE FILING FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND 1-800-RECONEX, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
2/17 04	Filed and docketed;
2/19 04	Weekly filings;
4/5 04	Order Approaching Amendment to Agreement;
4/5 04	Docket closed.

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

FEB 17 2004

ATTORNEYS AT LAW

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
J.W. Boyce (1884-1915)

Russell R. Greenfield
Gary J. Pashby
Thomas J. Welk
Michael S. McKnight
Gregg S. Greenfield
Roger A. Sudbeck
Lisa Hansen Marso
Heather R. Springer
Heith R. Janke
Darin W. Larson
Michael F. Tobin
Christopher W. Madsen
Sherri L. Rotert**

101 North Phillips Avenue, Suite 600
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-0618
www.bgpw.com

Writer's Direct Dial:
(605) 731-0208

Writer's Email:
tjwelk@bgpw.com

**Licensed only in Colorado

February 13, 2004

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

Re: Filing of Amendment for UNE-P Public Access Lines ("PAL") to the Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc.
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 Amendment for UNE-P PAL between 1-800-RECONEX, Inc. ("Reconex") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the 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 UNE-P PAL language as stated in the Amendment.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj
Enclosures

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

**UNE-P PAL Amendment
to the Interconnection Agreement between
Qwest Corporation and
1-800 RECONEX, Inc.
for the State of South Dakota**

FEB 17 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This is an Amendment ("Amendment") for UNE-P Public Access Lines (PAL) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and 1-800 RECONEX, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, CLEC and Qwest 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 further 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 that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to 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 without limiting 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, *Report and Order on Remand*, FCC 03-36, 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 the Decision or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

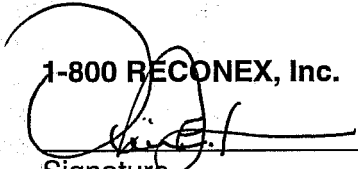
Amendment Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

1-800 RECONEX, Inc.



Signature

William E. Dumas

Name Printed/Typed

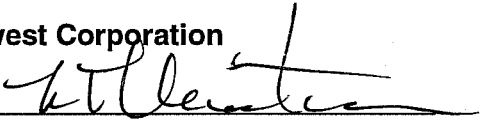
Vice-President & General Counsel

Title

2-2-04

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

2/10/04

Date

**EXHIBIT A
SOUTH DAKOTA RATES**

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

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of February 12, 2004 through February 18, 2004

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

ELECTRIC

EL04-005 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Milbank will expire on March 14, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Milbank be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 02/13/04
Intervention Deadline: 03/05/04

TELECOMMUNICATIONS

TC04-025 In the Matter of the Petition of Kennebec Telephone Company for Suspension or Modification of 47 U.S.C. Section 251(b)(2) of the Communications Act of 1934 as Amended.

On February 12, 2004, Kennebec Telephone Company (Kennebec) filed a petition seeking suspension or modification of its requirement to implement local number portability (LNP) pursuant to Section 251(b)(2) of the Telecommunications Act of 1996. According to Kennebec, it has received requests to deploy LNP from Cellco Partnership d/b/a Verizon Wireless and from Western Wireless Corporation d/b/a CellularOne. Kennebec states that it is a small telephone company that serves less than two percent of the nation's subscriber lines installed in the aggregate nationwide, therefore under Section 251(f)(2) Kennebec may petition the Commission for suspension or modification of its obligation to implement LNP within six months of a request to deploy LNP. Kennebec "requests the Commission to (1) issue an interim order that suspends any obligation that may exist for Kennebec to provide LNP until six months after entry of a final order herein; (2) issue a final order that grants a permanent suspension for Kennebec's obligation to implement LNP until conditions are met as described herein; and (3) grant Kennebec such other and further relief that may be proper."

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 02/12/04
Intervention Deadline: 03/05/04

TC04-026 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc.

On February 17, 2004, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc. According to the parties, the Amendment is made in order to add UNE-P PAL language to the Agreement as outlined in the Amendment. The original Agreement was approved by the Commission in Docket

TC01-069 on July 27, 2001. 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 March 8, 2004. 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 Filed: 02/17/04
Initial Comments Due: 03/08/04

TC04-027 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Stockholm-Strandburg Telephone Company.

On February 17, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Stockholm-Strandburg Telephone Company. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 March 8, 2004. 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 Filed: 02/17/04
Initial Comments Due: 03/08/04

TC04-028 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Western Telephone Company.

On February 17, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Western Telephone Company. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 March 8, 2004. 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 Filed: 02/17/04
Initial Comments Due: 03/08/04

TC04-029 In the Matter of the Application of Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On February 18, 2004, Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance filed an application for a Certificate of Authority to provide Telecommunications Services in South Dakota. Southwestern Bell Communications Services intends to provide resold and facilities-based local exchange and exchange access services throughout the area in the State of South Dakota currently served by Qwest Corporation. The applicant's services, include, but are not limited to basic local exchange service, custom calling features, CLASS services and data services. The applicant also proposes to provide exchange access services to interconnecting carriers.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/18/04
Intervention Deadline: 03/05/04

TC04-030 In the Matter of Qwest Corporation's Modification to Exhibit B to the Statement of Generally Available Terms and Conditions.

On February 18, 2004, Qwest Corporation filed an Updated Exhibit B, the Performance Indicator Definitions (PIDs) to the Statement of Generally Available Terms and Conditions (SGAT). Qwest modified Exhibit B for administrative changes, corrected PO-16, Timely Release Notifications, and updated certain subparts to GA-1, Gateway Availability -- IMA-GUI. Qwest requests that the Commission permit the amended Exhibit B to go into effect no longer than 60 days after submission in accordance with 47 U.S.C. Section 252(f)(3). Qwest further requests that the Commission deem this revised Exhibit B to modify the SGAT and existing interconnection agreements that currently contain the PIDs as an exhibit.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 02/18/04
Intervention Deadline: 03/05/04

TC04-031 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and West River Telecommunications Cooperative.

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC (Western Wireless) and West River Telecommunications Cooperative. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 March 9, 2004. 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 Filed: 02/18/04
Initial Comments Due: 03/09/04

TC04-032 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Cheyenne River Sioux Tribe Telephone Authority.

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Cheyenne River Sioux Tribe Telephone Authority. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 March 9, 2004. 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 Filed: 02/18/04
Initial Comments Due: 03/09/04

TC04-033 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Venture Communications Cooperative.

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Venture Communications Cooperative. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. 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 March 9, 2004. 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 Filed: 02/18/04
Initial Comments Due: 03/09/04

TC04-034 In the Matter of the Request for a Confidentiality Determination in Accordance with ARSD 20:10:01:42.

On February 18, 2004, the Commission received a request from staff for a confidentiality determination in accordance with ARSD 20:10:01:42. According to the request, staff is attempting to make claims on the bond proceeds of S&S Communications (S&S). In order to make these claims, staff must provide information to the bonding companies which has been filed as confidential. S&S refuses to permit the release of information filed as confidential to any bonding company that does not sign a confidentiality agreement. The companies have provided staff with Indemnity Agreements signed by S&S which they claim gives them a right to see the information. Neither company has signed the confidentiality agreement. Staff has requested that the Commission make a determination that the information should not be treated as confidential on the basis that the information was not filed in compliance with the provisions of ARSD 20:10:01:41, S&S cannot meet the burden established in ARSD 20:10:01:43 and that the Indemnity Agreements that S&S signed with the bonding companies constitute a waiver of confidentiality as to those companies.

Staff Attorney: Kelly Frazier
Date Filed: 02/18/04

**You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

**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.)	TC04-026

On February 17, 2004, 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 UNE-P PAL language as stated in the amendment.

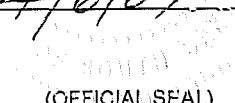
On February 19, 2004, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until March 8, 2004, to do so. No comments were filed.

At its duly noticed March 23, 2004, 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 5th day of April, 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>Melaine Kallen</u>
Date: <u>4/6/04</u>
 (OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner