

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.
ATTORNEYS AT LAW

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

J.W. Boyce (1884-1915)

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

Writer's Email:
tjwelk@bgpw.com

**Licensed only in Colorado

April 13, 2004

RECEIVED

APR 15 2004

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 Amendment for Qwest DSL™ (with discount) provided with UNE-P to the Interconnection Agreement between Qwest Corporation and MCImetro Access Transmission Services, LLC.
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 Qwest DSL™ (with discount) provided with UNE-P Amendment between MCImetro Access Transmission Services, LLC ("MCI") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the agreement between MCI and Qwest which was approved by the Commission on January 28, 2003 in Docket No. TC02-183.

The amendment is made in order to add terms, conditions and rates for Qwest DSL™ (with discount) provided with UNE-P as set forth in Attachment 1 and Exhibit A to the amendment.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

cc: T.D. Huynh - MCI (w/o enc)
Ms. Colleen Sevoid (w/o enc)
Ms. Philynda Dillard (w/o enc)

**Qwest DSL™ (with discount) provided with UNE-P Amendment
to the Interconnection Agreement
between
Qwest Corporation and
MCImetro Access Transmission Services, LLC
for the
State of South Dakota**

RECEIVED

APR 15 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This is an Amendment ("Amendment") for Qwest DSL™ (with discount) provided with UNE-P to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and MCImetro Access Transmission Services, LLC ("CLEC"), a Delaware corporation.

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 ("Commission") on January 28, 2003, as referenced in SGAT CASE. NO. TC02-183 ("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 the terms, conditions and rates for Qwest DSL™ (with discount) provided with UNE-P, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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.

Term

The discount provided under this Amendment shall terminate on December 31, 2005.

Further Amendments

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.

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

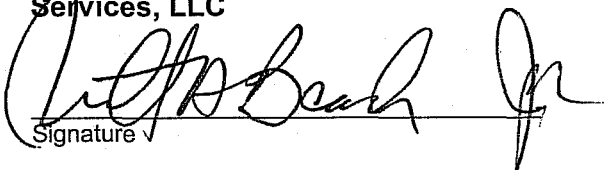
FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 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.

Entire Agreement

This Agreement as amended (including this Amendment and the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this 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 this Agreement as amended.

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.

MCImetro Access Transmission Services, LLC

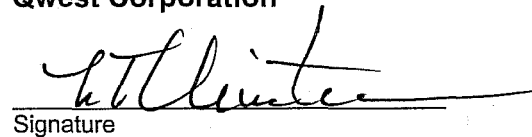

Signature

Michael A. Beach
Name Printed/Typed

Vice-President, Carrier Management
Title

4/7/04
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

4/8/04
Date

ATTACHMENT 1

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 Agreement. Qwest DSL™ service provided to Internet service providers and not provided directly to Qwest or CLEC's End User Customers is not available with UNE-P combinations. Retail promotions may not be combined with this offering. Non-recurring charges associated with Qwest DSL™ are not subject to discount. In the event that CLEC migrates the voice service to Unbundled Loop, Qwest DSL™ service will be disconnected.

Exhibit A

		Recurring	Non-Recurring
Qwest Miscellaneous Services Available With UNE-P			
	Discounted Qwest DSL™ provided with UNE-P	See Applicable Qwest retail Tariff, catalog or price list – less the applicable Wholesale ACS discount as reflected in the underlying Interconnection Agreement.	See Applicable Qwest retail Tariff, catalog or price list.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 15, 2004 through April 21, 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

RULEMAKING

RM04-001 **In the Matter of the Petition of Midcontinent Communications to Amend ARSD
20:10:33:19.**

On April 15, 2004, Midcontinent Communications (Midcontinent) filed a Petition For Rulemaking to amend ARSD 20:10:33:19. Midcontinent states that advances in technology and consumer preference have made the rule impractical. Midcontinent has filed proposed amendments to the rule.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 04/15/04

TELECOMMUNICATIONS

TC04-078 **In the Matter of the Filing for Approval of an Amendment to an Interconnection
Agreement between Qwest Corporation and MCImetro Access Transmission
Services, LLC.**

On April 15, 2004, the Commission received a filing for approval of a Qwest DSL (with discount) provided with UNE-P Amendment to the Interconnection Agreement between Qwest Corporation and MCImetro Access Transmission Services, LLC. According to the parties, the Amendment adds terms, conditions and rates for Qwest DSL (with discount) provided with UNE-P. Any party wishing to comment on the Amendment may do so by filing written comments with the Commission and the parties to the Amendment no later than May 5, 2004. Parties to the Amendment 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 Filed: 04/15/04
Initial Comments Due: 05/05/04

TC04-079 **In the Matter of the Application of RC Communications, Inc. for a Certificate of
Authority to Provide Local Exchange Services in the Territory of Qwest Corporation.**

On April 15, 2004, RC Communications, Inc. filed for Commission approval to provide competitive local exchange services in Corona, South Dakota. RC Communications, Inc. is a facilities-based provider currently providing service in Wilmot, Summit, Peever and Veblen. The customers in Corona will be connected with a fiber from the Wilmot switch. Copper and fiber backbone will be constructed in the town of Corona to serve individual customers.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer

Date Filed: 04/15/04

Intervention Deadline: 05/07/04

TC04-080 In the Matter of the Filing for Approval of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and AT&T Communications of the Midwest, Inc.

On April 16, 2004, the Commission received a filing for approval of an Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunication Services Between Qwest Corporation (Qwest) and AT&T Communications of the Midwest, Inc. (AT&T). According to the parties, the "Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to AT&T for the provision of local exchange services." 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 May 6, 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: Rolayne Ailts Wiest

Date Filed: 04/16/04

Initial Comments Due: 05/06/04

TC04-081 In the Matter of the Application of Midcontinent Communications for Approval to Expand its Certificate of Authority to Provide Local Exchange Service in the Waubay Exchange of the Service Territory of Interstate Telecommunications Cooperative, Inc.

On April 20, 2004, Midcontinent Communications filed an application to amend its certificate of authority to provide local exchange service and long distance services in the Waubay exchange of Interstate Telecommunications Cooperative, Inc. (ITC), a rural telecommunications carrier. In the Waubay exchange Midcontinent Communications will use a combination of ITC resold services and the hybrid fiber coax of its cable plant to provide primary transport for residential telephone service. Midcontinent Communications will also provide intrastate and interstate interexchange services for commercial and residential customers. Midcontinent Communications has requested interconnection pursuant to 47 U.S.C. Section 251(f)(1)(A) with ITC, requests confidential treatment of its financial information, and requests a waiver from providing service to the entire ITC service area to provide local exchange service in the Waubay exchange of ITC.

Staff Analyst: Harlan Best

Staff Attorney: Karen E. Cremer

Date Docketed: 04/20/04

Intervention Deadline: 05/07/04

TC04-082 In the Matter of the Filing for Approval of a Business Escalation Agreement between Qwest Corporation and MCI WorldCom Network Services, Inc. and its Affiliates.

On April 21, 2004, the Commission received a filing for approval of a Business Escalation Agreement between MCI WORLDCOM Network Services, Inc. and its affiliates and Qwest Corporation. According to the parties, the Agreement "is made to agree to attend and participate in executive meetings as necessary, the purpose of which will be to address and discuss issues, open items or disputes and future business needs." 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 29, 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: Rolayne Ailts Wiest

Date Filed: 04/21/04

Initial Comments Due: 05/11/04

**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 MCIMETRO)	
ACCESS TRANSMISSION SERVICES, LLC)	TC04-078

On April 15, 2004, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between MCImetro Access Transmission Services, LLC (MCImetro) and Qwest. The amendment is made in order to add terms, conditions and rates for Qwest DSL (with discount) provided with UNE-P as set forth in Attachment 1 and Exhibit A to the amendment

On April 22, 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 May 5, 2004, to do so. No comments were filed.

At its duly noticed May 11, 2004, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and MCImetro. 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 13th day of May, 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 Kalleb</u>
Date: <u>5/18/04</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