

TC05-021

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February 14, 2005

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FEB 14 2005

HAND DELIVERED

Pam Bonrud
Executive Secretary
Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: **MIDCONTINENT COMMUNICATIONS/INTERSTATE
TELECOMMUNICATIONS COOPERATIVE, INC., WEBSTER
INTERCONNECTION AGREEMENT**
Our file: 4514

Dear Pam:

In Docket TC03-068 the Commission entered its order permitting Midcontinent to amend its Certificate of Authority to provide local exchange services in Interstate Telephone Cooperative's Webster exchange. In TC03-192, the Commission approved an interconnection agreement between the parties for the Webster exchange by order dated December 22, 2003. In Docket TC04-081 the Commission granted Midcontinent authority to expand its Certificate of Authority to provide local exchange service in the Waubay exchange of ITC by its order of June 11, 2004. The Waubay interconnection agreement was approved by the Commission in docket TC04-224 by the Commission's order of December 17, 2004.

Enclosed are 11 copies of the original counterpart of a letter agreement between Midcontinent and ITC to amend the Webster agreement to conform to the terms and conditions of the Waubay agreement. Essentially, the Webster agreement was entered into before the Commission's decision and order in TC04-054, and the parties agreed to modify the Webster

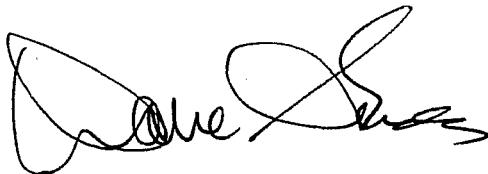
Pam Bonrud
February 14, 2005
Page 2

agreement to conform to the terms and conditions of the
Waubay agreement. Please file the enclosure for Commission
approval, thank you very much.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY:

A handwritten signature in black ink, appearing to read "Adam Gerdes", written over a horizontal line.

DAG:mw

Enclosures

cc/enc: Darla Rogers
Mary Lohnes

RECEIVED

JAN 24 2005



Jerry Heiberger, General Manager
Interstate Telecommunications
Cooperative, Inc.
312 Fourth Street West
P.O. Box 920
Clear Lake, South Dakota 57226-0920

RE: MIDCONTINENT COMMUNICATIONS/INTERSTATE TELECOMMUNICATIONS
COOPERATIVE, INC., WEBSTER INTERCONNECTION AGREEMENT

Dear Jerry:

Subsequent to the competitive entry of Midcontinent Communications into the Webster exchange and negotiation the captioned Interconnection Agreement dated November 6, 2003, Midcontinent made a competitive entry into the Waubay exchange and the parties have recently concluded an Interconnection Agreement dated November 10, 2004. The Waubay Interconnection Agreement differs from the Webster agreement in four significant particulars, as follows:

1. The Waubay agreement deals with transitional or interim number portability in a manner consistent with the Commission's final decision and order in TC04-054 dated September 30, 2004. The Webster agreement deals with number portability, but only in general terms.
2. The Waubay agreement deals with the agreement between the parties for directory listings. The Webster agreement does not deal with directory listings.
3. The Waubay agreement deals with intercept messaging, while the Webster agreement does not.
4. Notwithstanding that paragraph VIII H 4 of the Webster agreement specifically refers to an indemnity section in that agreement, no indemnity section in fact appears in the Webster

Jerry Heiberger
January 4, 2005
Page 2

agreement. The Waubay agreement contains an indemnity section acceptable to the parties.

Rather than renegotiating an amended Webster Interconnection Agreement, the parties agree that the above-mentioned terms in the Waubay Interconnection Agreement be incorporated into the Webster agreement by this letter agreement, to be effective until either the expiration of the Webster agreement or the date upon which it might be otherwise renegotiated, whichever is sooner. If you agree with this proposal, please sign the endorsement at the bottom of this letter. Three signed copies of this letter are provided, one of which can be kept by you, one of which can be returned to me with your signed endorsement and the third of which the parties will file with the Commission.

Specifically, the provisions which would be incorporated into the Webster agreement, and their location in the agreement, would be as follows:

1. Paragraph V D of the Webster agreement is amended to read as follows:

D. Number Portability

The parties will provide LNP in accordance with the rules and regulations prescribed by the FCC and the Commission and the Commission's Final Decision and Order in TC04-054, dated September 30, 2004. ITC agrees to provide to Midcontinent transitional number portability measures (also referred to as transitional LNP and interim LNP) as defined in 47 CFR § 52.21 (r) and in accordance with the Commission's Final Decision and Order in TC04-054, dated September 30, 2004, within 60 days of the effective date of this agreement at the rates and as specified in Appendix C. Midcontinent will provide transitional LNP to ITC within 60 days of the effective date of this agreement at the rates and as specified in Appendix C.

2. The provision on directory listings and the provision on intercept messaging from the Waubay agreement are inserted

into the Webster Interconnection Agreement immediately following the above-described number portability paragraph as paragraphs E and F, as follows:

E. Directory Listings

The Company will print listings for all customers in the ITC exchange. Midcontinent will be responsible for providing accurate customer name, address, and number information to ITC in the format and on the schedule required by ITC's directory publisher company. Midcontinent agrees that ITC may change its directory publisher company at any time and at its sole discretion.

Midcontinent further agrees and understands that ITC's directory publisher company may change the format and schedule for providing directory listing information, and that Midcontinent must comply with any such changes to continue to have its listings published in the directory. The Company reserves the right to determine the propriety of any listing to be included in the directory.

F. Intercept Messaging

Each party will make available the following intercept messaging services:

1. Temporary Disconnects for Non-Pay. The recipient company will have control of the customer's line and will be responsible to provide the intercept message. Both service order and central office non-recurring charges are not applicable.
2. Permanent Disconnects. The recipient company will return the disconnected number immediately following the disconnect. The donor company will be responsible for the message and aging of the number. Both service order and central office non-recurring charges are not applicable.

3. Permanent Disconnects with New Number Referral. The recipient company will return the disconnected number immediately following the disconnect. The donor company will provide the new number referral message service up to 12 months for the recipient company. The recipient company agrees to provide a service order. Applicable service order and central office charges will apply, as shown in Attachment C.

4. Paragraph VIII of the Webster Agreement contains Miscellaneous Terms. The indemnity paragraph from the Waubay Interconnection Agreement is inserted into the Webster Interconnection Agreement as subparagraph I, Indemnity, to follow subparagraph H, Limitation of Liability. The indemnity paragraph would read as follows:

I. Indemnity.

Each party agrees (to the extent permitted by law) to defend, indemnify, and hold harmless the other party against any and all claims, liability, losses, damages, judgments, costs, or expenses (including reasonable attorneys' fees) caused by or resulting from the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents related to any work or service provided under this Agreement. This indemnification provision is for the protection of Midcontinent and ITC only, and shall not establish, of itself, any liability on the indemnifying party for a claim against which the indemnified party is not liable, including situations where the indemnified party could assert sovereign immunity or a statutory limitation of liability. A party shall promptly notify the other party of its assertion of any claim against the party, which is potentially indemnifiable by the other party. A party shall give the other party an opportunity to defend such a claim and shall assist in defending and shall not settle such claim without the approval of the indemnifying party. NEITHER PARTY WILL BE LIABLE FOR ANY

Jerry Heiberger
January 4, 2005
Page 5

INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES,
NOR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE RESULTING
FROM PROVIDING SERVICES TO THE OTHER OR ANY THIRD PARTIES
EVEN IF THE PARTY SOUGHT TO BE CHARGED HAS BEEN ADVISED
OF THE POSSIBILITY THEREOF.

The subsequent sections of Paragraph VIII of the Webster
Interconnection Agreement would be relettered accordingly. We
thank you for your cooperation.

Yours truly,

MIDCONTINENT COMMUNICATIONS

BY: Nancy A. Vogel
Nancy A. Vogel
Business Director/Communications

ENDORSEMENT

The above modification to the Webster Interconnection Agreement is
acknowledged and agreed to this 24th day of January, 2005.

INTERSTATE TELECOMMUNICATIONS
COOPERATIVE, INC.

BY: Jerry Heiberger
Jerry Heiberger
General Manager