



Qwest
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Melissa Thompson
Senior Attorney

June 2, 2005

RECEIVED

JUN 02 2005

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

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Elec.
~~EX~~ Received JUN 01 2005

Re: Rate Updates Amendment to Interconnection Agreement between Qwest Corporation and MidContinent Communications, Inc. ("MidContinent") for the State of South Dakota

Dear Ms. Bonrud:

Please find enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 an original and 10 copies of the Rate Updates Amendment to Interconnection Agreement between Qwest Corporation and MidContinent for the State of South Dakota. This Amendment revises the Interconnection Agreement between the parties approved by the Commission on May 5, 1999 in Case No. TC99-023.

Contact information for MidContinent is as follows:

Nancy A. Vogel, Business Director- Communications
MidContinent Communications, Inc.
5001 W. 41st Street
Sioux Falls, SD 57106
Telephone: 605-357-5485

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return to us for our files.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

Melissa K. Thompson

Enclosures

cc: Colleen Sevoid (w/o enclosure)
Nancy A. Vogel (w/o enclosure)

Amendments; Waivers

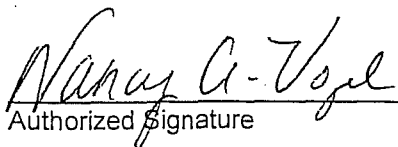
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

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



Authorized Signature

Nancy A. Vogel

Name Printed/Typed

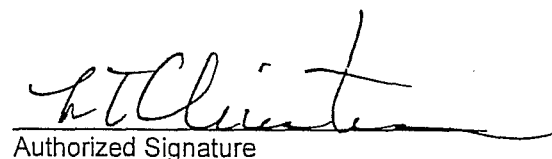
Business Director/Comm.

Title

3/21/05

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

3/23/05

Date

**Exhibit A
South Dakota***

Amendment:					Notes		
		Recurring	Recurring per Mile	Nonrecurring	REC'D	REC'D	REC'D
9.0	Unbundled Network Elements (UNEs)						
9.2	Unbundled Loops						
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.1	Basic Installation						
9.2.5.1.1	First			\$179.80			5
9.2.5.1.2	Each Additional			\$122.82			5
9.2.5.2	Basic Installation with Performance Testing						
9.2.5.2.1	First			\$315.96			5
9.2.5.2.2	Each Additional			\$217.23			5
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.5.3.1	First			\$356.55			5
9.2.5.3.2	Each Additional			\$217.23			5
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.5.4.1	First			\$189.06			5
9.2.5.4.2	Each Additional			\$132.07			5
9.2.5.5	Basic Installation with Cooperative Testing						
9.2.5.5.1	First			\$315.96			5
9.2.5.5.2	Each Additional			\$217.23			5
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.1	Basic Installation						
9.2.6.1.1	First			\$179.80			5
9.2.6.1.2	Each Additional			\$122.82			5
9.2.6.2	Basic Installation with Performance Testing						
9.2.6.2.1	First			\$315.96			5
9.2.6.2.2	Each Additional			\$217.23			5
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.6.3.1	First			\$356.55			5
9.2.6.3.2	Each Additional			\$217.23			5
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.6.4.1	First			\$189.06			5
9.2.6.4.2	Each Additional			\$132.07			5
9.2.6.5	Basic Installation with Cooperative Testing						
9.2.6.5.1	First			\$315.96			5
9.2.6.5.2	Each Additional			\$217.23			5

NOTES:

Unless otherwise indicated, all rates are pursuant to South Dakota Public Utilities Commission dockets:

[5] Rates addressed in Cost Docket filed on October 15, 2002.