

Qwest Corporation  
Law Department  
(612) 672-8905-Phone  
(612) 672-8911-Fax

Jason D. Topp  
Corporate Counsel

200 South 5th Street, Room 2200  
Minneapolis, Minnesota 55402



May 10, 2006

Patricia Van Gerpen  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Amendment for Miscellaneous Charges to the Interconnection Agreement  
between Qwest Corporation and Midcontinent Communications for the State  
of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Amendment for Miscellaneous Charges to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications for the State of South Dakota.

Contact information for Midcontinent Communications is as follows:

Nancy Vogel  
Mid-Continent Communications, Inc.  
5001 West 41<sup>st</sup> Street  
Sioux Falls, SD 57106  
(605) 357-5459

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

Very truly yours,

A handwritten signature in black ink, appearing to be "J. D. Topp", written over a horizontal line.

Jason D. Topp

JDT/bardm

Enclosure

cc: Nancy Vogel (via e-mail)  
Colleen Sevold

**Amendment for Miscellaneous Charges  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Midcontinent Communications  
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Midcontinent Communications ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**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**

The Agreement is hereby amended by adding the terms, conditions and rates for Miscellaneous Charges, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall 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 Commission approval; 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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

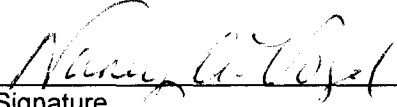
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may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

**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**

  
\_\_\_\_\_  
Signature  
Nancy A. Vogel  
\_\_\_\_\_  
Name Printed/Typed  
Director of Revenue Assurance  
\_\_\_\_\_  
Title  
May 3, 2006  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature  
L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed  
Director – Interconnection Agreements  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date 5/5/06

## ATTACHMENT 1

### Miscellaneous Charges

1.0 "Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A, except that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

2.0 Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges or expedite charges. Rates for Miscellaneous Charges are contained in Exhibit A. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Unless otherwise provided for in the Agreement, no additional charges will apply.

**Exhibit A  
South Dakota\***

Amendment	Recurring	Recurring, per Mile	Nonrecurring	Notes		
				REC	Mile	MNC
<b>9.0 Unbundled Network Elements (UNEs)</b>						
<b>9.20 Miscellaneous Charges</b>						
9.20.1 Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1 Additional Engineering - Basic			\$32.34			5
9.20.1.2 Additional Engineering - Overtime			\$40.00			5
9.20.2 Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1 Additional Labor Installation - Overtime			\$9.19			5
9.20.2.2 Additional Labor Installation - Premium			\$18.39			5
9.20.3 Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1 Additional Labor Other - (Optional Testing) Basic			\$28.19			5
9.20.3.2 Additional Labor Other - (Optional Testing) Overtime			\$37.65			5
9.20.3.3 Additional Labor Other - (Optional Testing) Premium			\$47.13			5
9.20.4 Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1 Testing and Maintenance - Basic			\$29.95			5
9.20.4.2 Testing and Maintenance - Overtime			\$40.00			5
9.20.4.3 Testing and Maintenance - Premium			\$50.06			5
9.20.5 Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1 Maintenance of Service - Basic			\$28.19			5
9.20.5.2 Maintenance of Service - Overtime			\$37.65			5
9.20.5.3 Maintenance of Service - Premium			\$47.13			5
9.20.6 Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1 Additional Cooperative Acceptance Testing - Basic			\$29.95			5
9.20.6.2 Additional Cooperative Acceptance Testing - Overtime			\$40.00			5
9.20.6.3 Additional Cooperative Acceptance Testing - Premium			\$50.06			5
9.20.7 Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1 Nonscheduled Cooperative Testing - Basic			\$29.95			5
9.20.7.2 Nonscheduled Cooperative Testing - Overtime			\$40.00			5
9.20.7.3 Nonscheduled Cooperative Testing - Premium			\$50.06			5
9.20.8 Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1 Nonscheduled Manual Testing - Basic			\$29.95			5
9.20.8.2 Nonscheduled Manual Testing - Overtime			\$40.00			5
9.20.8.3 Nonscheduled Manual Testing - Premium			\$50.06			5
9.20.9 Cooperative Scheduled Testing						
9.20.9.1 Cooperative Scheduled Testing - Loss	\$0.08					5
9.20.9.2 Cooperative Scheduled Testing - C-Message Noise	\$0.08					5
9.20.9.3 Cooperative Scheduled Testing - Balance	\$0.34					5
9.20.9.4 Cooperative Scheduled Testing - Gain Slope	\$0.08					5
9.20.9.5 Cooperative Scheduled Testing - C-Notched Noise	\$0.08					5
9.20.10 Manual Scheduled Testing						
9.20.10.1 Manual Scheduled Testing - Loss	\$0.17					5
9.20.10.2 Manual Scheduled Testing - C-Message Noise	\$0.17					5
9.20.10.3 Manual Scheduled Testing - Balance	\$0.68					5
9.20.10.4 Manual Scheduled Testing - Gain Slope	\$0.17					5
9.20.10.5 Manual Scheduled Testing - C-Notched Noise	\$0.17					5
9.20.11 Additional Dispatch			\$123.51			5
9.20.12 Date Change			\$48.14			5
9.20.13 Design Change			\$105.34			5
9.20.14 Expedite Charge						
9.20.14.1 Designed Services, per Day			\$200.00			2
9.20.15 Cancellation Charge			ICB			3

**NOTES:**

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

- [2] Market-based rates
- [3] ICB, Individual Case Basis pricing.
- [5] Rates addressed in Cost Docket filed on October 15, 2002.