

TC000-126

TC00-126

In the Matter of _____

IN THE MATTER OF THE FILING FOR APPROVAL OF A SECOND AMENDMENT TO AN INTERCONNECTION AGREEMENT BETWEEN MIDCO COMMUNICATIONS, INC. D.B.A MIDCONTINENT COMMUNICATIONS, INC. AND QWEST CORPORATION

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

*File as Filed and Docketed;
Not a Public Utility Filing;
File as Public Approving Second Amendment to Agreement,
File as Secret Closed.*



RECEIVED

AUG 18 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Qwest
1000 California Street, Suite 5100
Denver, Colorado 80202
Phone 303.492-4674
Fax 303.492-1000

Alex M. Duarte
Service Attorney

VIA OVERNIGHT DELIVERY

August 14, 2000

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Second Amendment to the Interconnection Agreement between MIDCO Communications, Inc. dba MidContinent Communications, Inc. and Qwest Corporation fka U S WEST Communications, Inc.

Dear Mr. Bullard:

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing is an original and ten (10) copies of the First Amendment to the Interconnection Agreement between Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") and MIDCO Communications, Inc. dba MidContinent Communications, Inc. ("MIDCO") for approval by the Commission. MIDCO and Qwest entered into the Interconnection Agreement which was approved by the South Dakota Commission effective May 5, 1999, in Docket No. TC99-023. This Second Amendment will add the terms and conditions for Unbundled Dedicated Interoffice Transport (UDIT).

The Agreement does not discriminate against other telecommunications carriers, and the Agreement is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

Mr. William Bullard, Jr.

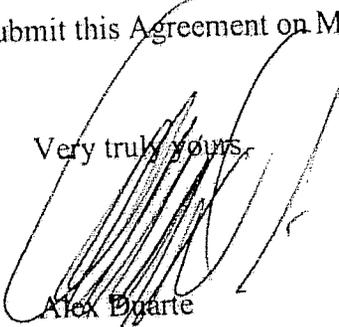
August 14, 2000

Page 3

The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expedient approval of this Agreement will enable MIDCO to remain in the local exchange market and provide customers with increased choices among local exchange services.

MIDCO has authorized Qwest to submit this Agreement on MIDCO's behalf.

Very truly yours,



Alex Duarte

Enclosures

cc:

W. Tom Simmons
Vice President of Commercial Services
410 S. Phillips Avenue
Sioux Falls, South Dakota 57104-4419

Colleen Sevold
Manager - Public Policy
Qwest Corporation
125 S. Dakota Avenue, 8th Floor
Sioux Falls, South Dakota 57194

Qwest Policy and Law Department
Counsel, Interconnection
1801 California Street, 49th Floor
Denver, Colorado 80202

Amendment No. 2 to the Interconnection Agreement

Between

Midco Communications, Inc. d.b.a. MidContinent Communications, Inc.

and

Qwest Corporation

RECEIVED

AUG 18 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment No. 2 ("Amendment") is made and entered into by and between Midco Communications, Inc. d.b.a. MidContinent Communications, Inc. ("MIDCO") and Qwest Corporation ("Qwest").

RECITALS

MIDCO and Qwest entered into that certain Interconnection Agreement for service in the state of South Dakota, which was approved by the South Dakota Public Utilities Commission on May 5, 1999 (the "Agreement"); and

MIDCO and Qwest wish to amend the Agreement under the terms, conditions, and rates contained herein, and to amend the Agreement as follows:

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

Section 32.1, Unbundled Network Elements – General Terms, is hereby amended with a new section 32.1.1.11, as follows:

32.1.1.11 Unbundled Dedicated Interoffice Transport (UDIT)

Section 32.2, Description of Unbundled Elements, is hereby amended with a new section 32.2.11, Unbundled Dedicated Interoffice Transport (UDIT) as follows (Rates for the new product offerings in this section follow as Exhibit B to this Amendment):

32.2.11 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

32.2.11.1 Description

32.2.11.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides MIDCO with a network element of a single transmission path between two Qwest

Wire Centers in the same LATA and state. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides MIDCO with a bandwidth specific transmission path between the Qwest Serving Wire Center to MIDCO's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDITs and UDITs are available in DS1, DS3, OC-3 and OC-12 bandwidths and such higher capacities as evolve over time where facilities are available. UDIT is also available in DS0 bandwidth. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

32.2.11.1.2 An Unbundled Multiplexer is offered as a stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

32.2.11.2 Terms and Conditions

32.2.11.2.1 MIDCO is responsible for performing cross connections within their collocation between UDIT, EUDIT and other UNEs, ancillary services and finished services and transmission design work, including regeneration requirements for such connections.

32.2.11.2.2 MIDCO must order all multiplexing elements and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by MIDCO, the order will not be processed until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

32.2.11.2.3 With the exception of pre-existing combinations, MIDCO must have Collocation at both ends of the UDIT.

32.2.11.2.4 MIDCO shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent MIDCO provides such services to its end users in association with local exchange services.

32.2.11.2.5 For DS1 EUDIT, Qwest may provide existing copper to MIDCO's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by MIDCO.

32.2.11.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

32.2.11.2.7 EUDIT cannot traverse a Qwest Wire Center.

32.2.11.3 Rate Elements

32.2.11.3.1 DS1 UDIT rates are contained in Exhibit B of this Amendment and include the following elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and MIDCO Wire Center or IXC point of presence. This is a non-distance sensitive rate element.
- d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

32.2.11.3.2 DS3 UDIT rates are contained in Exhibit B of this Amendment and include the following elements:

- a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and MIDCO's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.
- d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

- e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

32.2.11.3.3 DS0 UDIT rates are contained in Exhibit B of this Amendment and include the following elements:

- a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

32.2.11.3.4 OC-3 UDIT rates are contained in Exhibit B of this Amendment and include the following elements:

- a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and MIDCO's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.
- d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.
- e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

32.2.11.3.5 OC-12 UDIT rates are contained in Exhibit B of this Amendment and include the following elements:

- a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to

32.2.11.3.9 Rearrangement rates are contained in Exhibit B of this Amendment.

32.2.11.4 Ordering Process

32.2.11.4.1 Ordering processes and installation intervals are as follows:

32.2.11.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Agreement.

32.2.11.4.1.2 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. The service intervals have been established and are set forth in Exhibit A to this Amendment.

32.2.11.4.1.3 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders:

- a) Service date changes;
- b) Partial cancellation;
- c) Design change; and
- d) Expedited order.

32.2.11.4.1.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

32.2.11.4.1.5 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Agreement.

32.2.11.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to MIDCO demarcation point and will notify MIDCO when the work activity is complete.

32.2.11.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. MIDCO must order settings for all cards at the time of the multiplexing request.

32.2.11.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by MIDCO at the time of the DS0 order.

32.2.11.4.5 Qwest will perform industry standard tests when installing UDIT service.

32.2.11.5 Maintenance and Repair

32.2.11.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. MIDCO cross connections will be repaired by MIDCO and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Agreement.

32.2.11.6 Rearrangement

32.2.11.6.1 MIDCO can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on the MIDCO demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

32.2.11.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit A.

32.2.11.6.3 MIDCO will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

2. Effective Date.

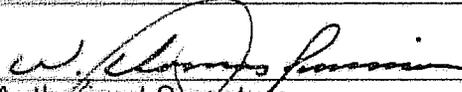
This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, MIDCO must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. MIDCO will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

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.

**Midco Communications, Inc. d.b.a
MidContinent Communications Inc.**

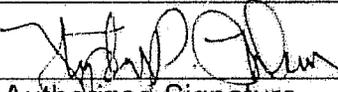

Authorized Signature

W. Tom Simmons
Name Typed or Printed

Vice President
Title

7/20/00
Date

Qwest Corporation


Authorized Signature

STEPHEN P. SHEAHAN
Name Typed or Printed

SENIOR ACCOUNT MANAGER
Title

7/31/00
Date

Exhibit A - UDIT Service Interval Table

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days	4 hrs. High Density
		Low Density: Six (6) Business Days	4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs. High Density
		Low Density: Seven (7) Business Days	4 hrs. Low Density
17 to 24	High Density: Seven (7) Business Days	4 hrs. High Density	
	Low Density: Eight (8) Business Days	4 hrs. Low Density	
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days	4 hrs High Density
		Low Density: Eight (8) Business Days	4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
17 to 24	High Density: Seven (7) Business Days	4 hrs High Density	
	Low Density: Ten (10) Business Days	4 hrs Low Density	
	25 or more	ICB	4 hrs
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 HRS LOW DENSITY
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs
Rearrangement			
UDIT DS0, DS1	1 to 24 Circuits	Five (5) Business Days	
	25 or more Circuits	ICB	
UDIT DS3	1 to 24 Circuits	Seven (7) Business Days	
	25 or more Circuits	ICB	

Exhibit B – South Dakota UDIT Rates

	Recurring Fixed	Recurring Per Mile	Nonrecurring
Unbundled Dedicated Interoffice Transport (UDIT)			
DS0 UDIT			
			\$293.55
DS0 Over 0 to 8 Miles	\$17.14	\$0.09	
DS0 Over 8 to 25 Miles	\$17.12	\$0.12	
DS0 Over 25 to 50 Miles	\$17.13	\$0.11	
DS0 Over 50 Miles	\$17.14	\$0.07	
DS1 UDIT			
			\$302.91
DS1 Over 0 to 8 Miles	\$34.75	\$0.95	
DS1 Over 8 to 25 Miles	\$34.76	\$1.82	
DS1 Over 25 to 50 Miles	\$34.76	\$1.77	
DS1 Over 50 Miles	\$34.75	\$1.23	
DS3 UDIT			
			\$302.91
DS3 Over 0 to 8 Miles	\$236.22	\$10.43	
DS3 Over 8 to 25 Miles	\$236.53	\$10.83	
DS3 Over 25 to 50 Miles	\$236.71	\$9.91	
DS3 Over 50 Miles	\$243.94	\$24.44	
OC-3 UDIT			
			\$331.92
OC-3 Over 0 to 8 Miles	\$875.75	\$233.19	
OC-3 Over 8 to 25 Miles	\$883.21	\$71.21	
OC-3 Over 25 to 50 Miles	\$843.00	\$88.94	
OC-3 Over 50 Miles	\$874.93	\$60.73	
OC-12 UDIT			
			\$331.92
OC-12 Over 0 to 8 Miles	\$1895.24	\$138.54	
OC-12 Over 8 to 25 Miles	\$1843.86	\$151.96	
OC-12 Over 25 to 50 Miles	\$2173.46	\$86.79	
OC-12 Over 50 Miles	\$2128.24	\$92.64	
DS0 UDIT Low Side Channelization			
		\$14.04	
Multiplexing			
DS3 to DS1		\$181.28	\$280.77
DS1 to DS0		\$191.32	\$287.45
DS1/DS0 Low Side Channelization		\$8.01	TBD*
Extended Unbundled Dedicated Interoffice Transport			
DS1 E-UDIT		\$56.58	\$448.36
DS3 E-UDIT		\$282.81	\$448.36
OC-3 E-UDIT		\$982.70	\$448.36
OC-12 E-UDIT		\$1323.32	\$448.36

* Rate To Be Determined

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 17, 2000 through August 23, 2000

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 filing. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT00-096 In the Matter of the Complaint filed by Thermo Bond Buildings Int'l, Inc., Elk Point, South Dakota, against Qwest Corporation, formerly known as U S WEST Communications, Inc., MCI WorldCom and USBI Regarding Unauthorized Charges and Exorbitant Rates after Switching its Long Distance Services to MCI.

Complainant alleges that USBI and WorldCom Network Services billed for unauthorized long distance services at excessive rates after the complainant had switched all of the business lines over to MCI for long distance services. The complainant alleges that SDCL 49-31-93 was broken and it is requesting that a \$1000.00 be paid by the telecommunications company that initiated the unauthorized charges.

Staff Analyst: Charlene Lund
Staff Attorney: Karen E. Cremer
Date Docketed: 08/18/00
Intervention Deadline: N/A

CT00-097 In the Matter of the Complaint filed by John M. Lynch, Sioux Falls, South Dakota, against MCI WorldCom Regarding Unauthorized Switching of Services.

The Complainant claims that his telecommunications service was switched without authorization. He is requesting \$1000 for his inconvenience.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Dated Docketed: 08/22/00
Intervention Deadline: NA

CT00-098 In the Matter of the Complaint filed by Bert Flaten, Sioux Falls, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that his telecommunications service was switched without authorization. He is requesting credit for all charges.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer

Date Docketed: 08/22/00
Intervention Deadline: NA

ELECTRIC

EL00-023 In the Matter of the Application of the City of Pierre for a Construction Permit for 4.83 Miles of 115kV Electric Transmission Line in Hughes County, South Dakota.

The City of Pierre has submitted an application for a permit to construct transmission facilities as defined at SDCL 49-41B-2(9)(b). These facilities consist of approximately 4.03 miles of new 115 kilovolt (kV) electric transmission line and associated terminal facilities between the City's Ash Substation and the Western Area Power Administration Oahe-Pierre 115kV line. In addition, a 0.80 mile segment of the City's Ash to Evans 115kV transmission line would be relocated to a new route and constructed on new structures. Both transmission lines are located in Hughes County, South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 08/21/00
Intervention Deadline: 09/08/00

EL00-024 In the Matter of the Application of Black Hills Corporation to Effect a Share Exchange with Black Hills Holding Corporation.

Application by Black Hills Corporation to exchange all of its outstanding shares of Black Hills Corporation stock for shares of Black Hills Holding Corporation stock and establishment of Black Hills Holding Corporation as a holding company as defined in the Public Utility Holding Company Act.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 08/23/00
Intervention Deadline: NA

TELECOMMUNICATIONS

TC00-125 In the Matter of the Application of Telera Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.

Telera Communications, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide specific forms of intrastate local exchange and interexchange telecommunications services targeted primarily at business customers. Services include: 1) switched local exchange services including carrier access and 2) interexchange (switched and dedicated) services including 1+ and 101XXXX outbound dialing, toll-free inbound dialing and data services. The applicant does not seek to provide resold or facilities-based local exchange

service in the territory of rural telephone companies.

Staff Analyst: Keith Senger

Date Docketed: 08/18/00

Intervention Deadline: 09/08/00

TC00-126 In the Matter of the Filing for Approval of a Second Amendment to an Interconnection Agreement between Midco Communications, Inc. d.b.a. Midcontinent Communications, Inc. and Qwest Corporation.

A second amendment to an interconnection agreement between Qwest Corporation fka U S WEST Communications, Inc. (Qwest) and MIDCO Communications, Inc. dba MidContinent Communications, Inc. has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC99-023 and was effective May 5, 1999. The first amendment to the agreement was approved by the Commission in Docket TC99-023 and was effective June 6, 2000. The Second Amendment will add the terms and conditions for Unbundled Dedicated Interoffice Transport (UDIT). Any party wishing to comment on the Second Amendment may do so by filing written comments with the Commission and the parties to the amendment no later than September 7, 2000. 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: Karen Cremer

Date Docketed: 08/18/00

Initial Comments Due: 09/07/00

TC00-127 In the Matter of the Application of Tel West Communications, LLC for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Tel West Communications, LLC is seeking a Certificate of Authority to provide resold local exchange telecommunication services in South Dakota. The applicant intends to provide all forms of intrastate telecommunications services including basic residential exchange services, call waiting, caller ID, and call forwarding.

Staff Analyst: Heather Forney

Date Docketed: 08/21/00

Intervention Deadline: 09/08/00

TC00-128 In the Matter of the Application of Pac-West Telecomm, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Pac-West Telecomm, Inc. is seeking a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. The applicant intends to provide presubscribed message toll calling and a full range of other inbound and outbound voice and data services.

Staff Analyst: Keith Senger
Date Docketed: 08/22/00
Intervention Deadline: 09/08/00

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.tx.us/puc>

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR)
 APPROVAL OF A SECOND AMENDMENT TO)
 AN INTERCONNECTION AGREEMENT)
 BETWEEN MIDCO COMMUNICATIONS, INC.)
 D.B.A. MIDCONTINENT COMMUNICATIONS,)
 INC. AND QWEST CORPORATION)

**ORDER APPROVING
 SECOND AMENDMENT TO
 AGREEMENT**

TC00-126

On August 18, 2000, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a second amendment to an interconnection agreement between MIDCO Communications, Inc. d.b.a. MidContinent Communications, Inc. (Midco) and Qwest Corporation (Qwest). The second amendment adds terms and conditions for unbundled dedicated interoffice transport.

On August 24, 2000, the Commission electronically transmitted notice of the filing of the second amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until September 7, 2000, to do so. No comments were filed.

At its duly noticed September 13, 2000, meeting, the Commission considered whether to approve the negotiated second amendment to the agreement between Qwest and Midco. 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 second amendment does not discriminate against a telecommunications carrier that is not a party to the second amendment and the second amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the second amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated second amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 19th day of September, 2000.

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>Melanie Kolbe</u>
Date:	<u>9/20/00</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
 JAMES A. BURG, Chairman

Pam Nelson
 PAM NELSON, Commissioner

Laska Schoenfelder
 LASKA SCHOENFELDER, Commissioner