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April 29, 2004

RECEIVED

APR 30 2004

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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

Re: Filing of Qwest DSL™ (with discount) provided with UNE-P Amendment to Agreement  
Between Qwest Corporation and Sprint Communications Company, LP  
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 to Agreement between Sprint Communications Company, LP ("Sprint") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between Sprint and Qwest which was approved by the Commission on February 25, 2004 in Docket No. TC04-002.

This Amendment adds 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.

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

Sincerely yours,

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



Thomas J. Welk

TJW/vjj

Enclosures

cc: Lynda Cleveland, Sprint (w/o enc)  
Ms. Colleen Sevoid (w/o enc)  
John Love (w/o enc)

RECEIVED

APR 30 2004

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**Qwest DSL™ (with discount) provided with UNE-P Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Sprint Communications Company L.P.  
for the State of South Dakota**

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 Sprint Communications Company L.P. ("Sprint"). Sprint and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of South Dakota effective February 25, 2004; and

WHEREAS, the Parties wish to amend the Agreement further 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 terms, conditions and rates for Qwest DSL™ (with discount) provided with UNE-P as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**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, Sprint must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Sprint 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. Upon termination of this Amendment, the Parties Interconnection Agreement rates, terms and conditions shall continue in full force and effect.

## **Further Amendments**

Except as modified herein, the provisions of the Interconnection 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 the date hereof (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or Sprint concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Sprint that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or Sprint 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 Sprint, amended as set forth in this Section 2.2, 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 2.2 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 to, but not in limitation of, Section A above, nothing in this Amendment shall be deemed an admission by Qwest or Sprint 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*

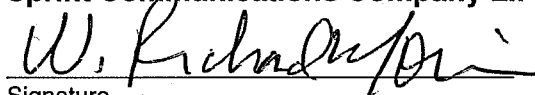
Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or Sprint from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decisions should be changed, vacated, dismissed, stayed or modified.

**Entire Agreement**

The 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 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 until the termination date of December 31, 2005. Upon termination of this Amendment, the Parties Interconnection Agreement rates, terms and conditions shall continue and remain in full force and effect.

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.

**Sprint Communications Company L.P.**

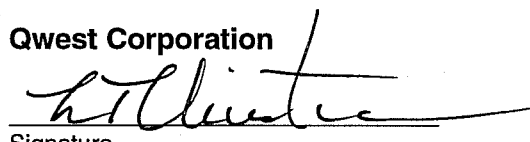
  
Signature

W. Richard Morris  
Name Printed/Typed

Vice President External Affairs  
Title

April 21, 2004  
Date

**Qwest Corporation**

  
Signature

L. T. Christensen  
Name Printed/Typed

Director-Interconnection Agreements  
Title

4/26/04  
Date

**ATTACHMENT 1**

Sprint 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. All other Qwest DSL services available with UNE-P in the Parties Interconnection Agreement will continue and remain in full force and effect while this Amendment is effective. Upon termination of this Amendment, all UNE-P DSL services, rates, terms and conditions that are available in the Parties Interconnection Agreement will continue and remain in full force and effect. 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 Sprint'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 Sprint migrates the voice service to Unbundled Loop, Qwest DSL™ service will be disconnected.

**Exhibit A**

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

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
**For the Period of April 29, 2004 through May 5, 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

**ELECTRIC**

**EL04-014      In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.**

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Lake Norden will expire on June 1, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Lake Norden be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson  
Staff Attorney: Karen Cremer  
Date Filed: 05/04/04  
Intervention Deadline: 05/21/04

**TELECOMMUNICATIONS**

**TC04-086      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.**

On April 30, 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 Sprint Communications Company, LP. 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 20, 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: 04/30/04  
Initial Comments Due: 05/20/04

**TC04-087      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications.**

On April 30, 2004, the Commission received a filing for approval of a Special Promotion Amendment for Available Inventory Collocation Sites to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications. According to the parties, the Amendment provides, for a limited time, promotional rates for Available Inventory Collocations on Available Inventory Sites. 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 20, 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: 04/30/04

Initial Comments Due: 05/20/04

**TC04-088      In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications.**

On April 30, 2004, the Commission received a filing for approval of a Collocation Available Inventory Amendment to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications. According to the parties, the Amendment adds terms, conditions and rates for Collocation Available Inventory. 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 20, 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: 04/30/04

Initial Comments Due: 05/20/04

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**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 SPRINT )	
COMMUNICATIONS COMPANY L.P. )	<b>TC04-086</b>

On April 30, 2004, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The amendment adds 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.

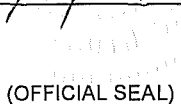
On May 6, 2004, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until May 20, 2004, to do so. No comments were filed.

At its duly noticed June 22, 2004, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and Sprint. 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 30<sup>th</sup> day of June, 2004.

<b>CERTIFICATE OF SERVICE</b>
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><i>Delaine Kolbo</i></u>
Date: <u><i>7/1/04</i></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