

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

Jason D. Topp  
Corporate Counsel



June 8, 2006

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

Re: Cageless Single Bay Adjustment Amendment to the Interconnection  
Agreement between Qwest Corporation and Midco Communications, Inc.  
d/b/a Midcontinent Communications, Inc. 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 Cageless Single Bay Adjustment Amendment to the Interconnection Agreement between Qwest Corporation and Midco Communications, Inc. d/b/a Midcontinent Communications, Inc. for the State of South Dakota.

Contact information for Midco Communications, Inc. d/b/a Midcontinent Communications, Inc. 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 read "Jason D. Topp".

Jason D. Topp

JDT/bardm  
Enclosure

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

**Cageless Single Bay Adjustment Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Midco Communications, Inc. d/b/a Midcontinent Communications, Inc.  
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Midco Communications, Inc. d/b/a Midcontinent Communications, Inc. ("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 Cageless Single Bay Adjustment, 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.

**Midco Communications, Inc.  
d/b/a Midcontinent Communications, Inc.**

Nancy A. Vogel  
Signature

Nancy A. Vogel  
Name Printed/Typed

Director of Revenue Assurance  
Title

5-22-06  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Interconnection Agreements  
Title

5/24/06  
Date

## **ATTACHMENT 1**

### **Cageless Single Bay Adjustment**

Space Construction and Site Preparation Single Bay Credit. A credit is applied to the standard two-bay Space Construction and Site Preparation fee included in Exhibit A when CLEC requests a cageless single-bay configuration. The incremental material and labor costs to install a second bay will be credited.

**South Dakota Exhibit A**  
**Collocation Cageless Adjustment for Single Bay**

				Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	MRC
8.0	Collocation								
8.3	Cageless Physical Collocation								
8.3.2	Space Construction and Site Preparation								
8.3.2.6	Adjustment to use a Single Bay (2 Bays are included in Space Construction)			(\$0.87)		(\$471.75)	1		1

NOTES:

[1] Rates not addressed in the Cost Docket (estimated TELRIC)