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Melissa Thompson
Senior Attorney

June 3, 2005

Ms. Ilona Jeffcoat-Sacco
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue -- 12th Floor
Bismarck, ND 58505-0480

Re: Border Town Amendment to the Interconnection Agreement between Qwest Corporation and Midcontinent Communications ("Midcontinent") for the State of North Dakota

Dear Ms. Jeffcoat-Sacco:

Please find enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 an original copy of a Border Town Amendment to the Interconnection Agreement between Qwest Corporation and Midcontinent for the State of North Dakota. This Amendment revises the Interconnection Agreement between the parties approved on May 26, 1999, Case No. PU-1945-99-125.

Contact information for Midcontinent is as follows:

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

We have also enclosed an extra copy of this filing letter. Please date stamp the extra copy and return for our files. We will forward an electronic copy of the Amendment to you for posting on the Commission's website.

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

Sincerely,



Melissa K. Thompson

Enclosures

cc: Gina Buchholtz (w/o encl.)
Nancy A. Vogel (w/o encl.)

**Border Town Amendment
to the Interconnection Agreement
between
Qwest Corporation and
Midcontinent Communications
for the State of North Dakota**

This is an Amendment ("Amendment") for Border Towns to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Midcontinent Communications ("CLEC"), a SD General partnership. 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 North Dakota, that was approved by the North Dakota Public Service Commission on May 26, 1999, as referenced in Case No. PU-1945-99-125 ("Agreement"); 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 services terminating in Border Towns, as set forth in Attachment 1 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, 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, the 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.

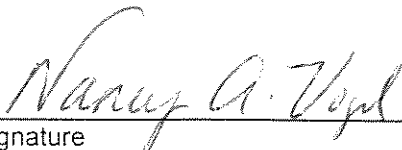
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver 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



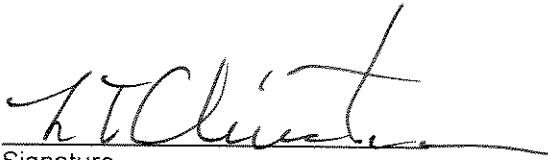
Signature
Nancy A. Vogel

Name Printed/Typed
Director of Revenue Assurance

Title
5/13/05

Date

Qwest Corporation



Signature
L. T. Christensen

Name Printed/Typed
Director – Interconnection Agreements

Title
5/16/05

Date

ATTACHMENT 1

Border Town

1.0 Description

- 1.1 A Border Town community is one in which the End User Customer physically resides in one state but the product is provided from a Central Office (CO) located in another state.

2.0 Terms and Conditions

- 2.1 The monthly and non-recurring rates for each Border Town are based on the interconnection rates of the state where the End User Customer of the service is physically located. CLEC will pay rates for the service based on the End User Customer's State.
- 2.2 Taxes, if applicable, are also based on the End User Customer's physical location, not the serving Central Office.
- 2.3 This Amendment applies to the following Wholesale Product offerings:
- Unbundled Loop Resale
- Sub Loop
- 2.4 To determine whether an End User Customer is located in a Border Town, CLEC should check the Qwest Border Town, NPA-NXX matrix, located on the web at <http://www.qwest.com/wholesale/clecs/preordering.html>. If the NPA-NXX of the End User Customer is identified on the state specific matrix, the End User Customer is located in a Border Town.
- 2.5 CLEC agrees to submit to the jurisdiction and rates of the state in which the CLEC End User Customer resides.

3.0 Rate Elements

- 3.1 The rates as defined for the state where the End User Customer resides are set forth in Exhibit A, of the Interconnection Agreement.
- 3.2 Miscellaneous Charges may also apply and are included in Exhibit A, of the Interconnection Agreement.

4.0 Ordering

- 4.1 To request service in a Border Town, the CLEC must have an Interconnection Agreement in the state where the Central Office (CO) is located.