

**Qwest**  
1600 7th Avenue, Room 3206  
Seattle, Washington 98191  
(206) 398-2504  
Facsimile (206) 343-4040

**Maura E. Peterson**  
Paralegal  
Regulatory Law

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2007 JUN 14 AM 9:35  
IDaho PUBLIC UTILITIES COMMISSION



*Via Overnight delivery*

June 13, 2007

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074

Re: Case No. QWE-T-02-01  
Application for Approval of Amendment to the Interconnection Agreement  
Comtel Telecom Assets LP dba VarTec Telecom

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', written over a circular flourish.

Maura E. Peterson

mep  
Enclosure  
cc: Service list

Adam L. Sherr (WSBA# 25291)  
Qwest  
1600 7th Ave, Room 3206  
Seattle, WA 98191  
Telephone: (206) 398-2504  
Facsimile: (206) 343-4040  
Adam.sherr@qwest.com

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2007 JUL 14 AM 9:33  
IDAHO PUBLIC  
UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF QWEST  
CORPORATION FOR APPROVAL OF  
AN INTERCONNECTION AGREEMENT  
PURSUANT TO 47 U.S.C. §252(e)**

**CASE NO.: QWE-T-02-01**

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO THE  
INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment") which was approved by the Idaho Public Utilities Commission on August 22, 2002 (the "Agreement"). The Amendment with Comtel Telcom Assets LP dba Vartec Telecom ("Vartec") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Vartec to

interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expedient approval would further the public interest.

Respectfully submitted this 13th day of June, 2007.

**Qwest Corporation**

A handwritten signature in black ink, appearing to read 'Adam L. Sherr', is written over a horizontal line. The signature is stylized and extends to the right of the line.

Adam L. Sherr  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this 13th day of June 2007, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

Deena Falk  
Comtel Telecom Assets LP dba Vartec Telecom  
433 E. Las Colinas Blvd. Suite 1300  
Irving, Texas 75039

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile



\_\_\_\_\_  
Maura Peterson  
Paralegal, Qwest Corporation

**Payment Terms Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Comtel Telecom Assets LP, a Texas Limited Partnership, dba VarTec Telecom  
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Comtel Telecom Assets LP, a Texas Limited Partnership, dba VarTec Telecom ("CLEC"); (collectively, the "Parties").

**RECITALS**

WHEREAS, Qwest Corporation and VarTec Telecom, Inc. entered into an Interconnection Agreement, for services in the State of Idaho, that was approved by the Idaho Public Utilities Commission on February 26, 2002, as referenced in Case No. QWE-T-02-01 ("Agreement"); and

WHEREAS, the Parties entered into a Stipulation and Order as approved by the United States Bankruptcy Court for the District of Northern Texas, Dallas Division in Case No. 04-81694-HDH-11 that modifies the terms of the Agreement; and

WHEREAS, the Parties agree 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 as follows:

Failure by Comtel to timely pay the Cash Cure Payments, according to the Stipulation and Order as approved by the United States Bankruptcy Court for the District of Northern Texas, Dallas Division in Case No. 04-81694-HDH-11, shall constitute an event of default under the Interconnection Agreement, but only after Comtel has been given written notice of its failure to make timely Cash Cure Payment and Comtel fails to cure such default within ten (10) Business Days of receipt of such default notice.

**Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment upon execution.

**Amendments; Waivers**

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.

**Comtel Telecom Assets LP, a Texas Limited Partnership, dba VarTec Telecom**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

CAO  
\_\_\_\_\_  
Title

5/8/07  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director - Interconnection Agreements  
\_\_\_\_\_  
Title

5/14/07  
\_\_\_\_\_  
Date