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Maura E. Peterson
Paralegal
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2007 JUN 14 11 09 32
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

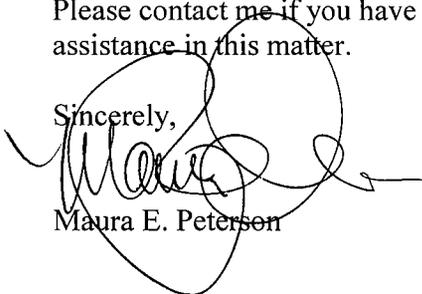
Re: Case No. QWE-T-02-12
Application for Approval of Amendment to the Interconnection Agreement
Comtel Telecom Assets LP dba Excel Telecommunications

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,


Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
1600 7th Ave, Room 3206
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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-02-12

**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 Excel Telecommunications (“Excel”) 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 Excel 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 'A. 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

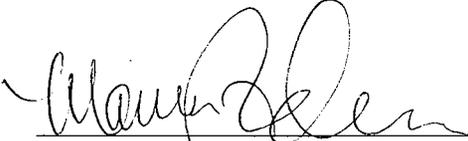
I hereby certify that on this 13th day of June 2007, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Deena Falk
Comtel Telcom Assets LP dba Excel
Telecommunications
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 Excel Telecommunications
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 Excel Telecommunications ("CLEC"); (collectively, the "Parties").

RECITALS

WHEREAS, Qwest Corporation and Excel Telecommunications, Inc. entered into an Interconnection Agreement, for services in the State of Idaho, that was approved by the Idaho Public Utilities Commission on August 22, 2002, as referenced in Case No. QWE-T-02-12, Order No. 29098 ("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 Excel
Telecommunications**



Signature

CAO

Name Printed/Typed

5/8/07

Title

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Interconnection Agreements

Title

5/14/07

Date