

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

Maura E. Peterson
Paralegal
Regulatory Law

RECEIVED
2009 APR 29 AM 9:38
IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

April 28, 2009

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

Re: Case No. QWE-T-08-06
Application for Approval of Amendment to the Interconnection Agreement
Eltopia Communications, LLC

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 large, stylized 'Q'.

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
1600 7th Ave, Room 1506
Seattle, WA 98191
Telephone: (206) 398-2504
Facsimile: (206) 343-4040
Adam.sherr@qwest.com

RECEIVED
2009 APR 29 AM 9:39
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-08-06

**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 July 2, 2008 (the "Agreement"). The Amendment with Eltopia Communications, LLC ("Eltopia") 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 Eltopia 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. Expeditious approval would further the public interest.

Respectfully submitted this 28th day of April, 2009.

Qwest Corporation

Maura Dean paralegal for:
Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

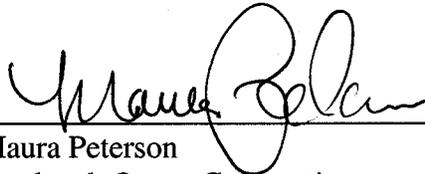
I hereby certify that on this 28th day of April, 2009, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

Will MacHugh
Vice President
Eltopia Communications, LLC
2304 Ringold Road, Box 240
Eltopia, WA 99330

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email



Maura Peterson
Paralegal, Qwest Corporation

**Reciprocal Compensation Rate Election Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
Eltopia Communications, LLC
for the State of Idaho**

RECEIVED
2009 APR 29 AM 9:39
IDAHO PUBLIC
UTILITIES COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eltopia Communications, LLC ("CLEC"), a Washington limited liability company. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Idaho, that was approved by the Commission; 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 by changing the Reciprocal Compensation Rate Election from State Ordered Rates to FCC ISP Ordered Rates, as set forth in Exhibit J, attached hereto and incorporated herein.

Effective Date

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

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.

Etopia Communications, LLC

Will C. MacHugh
Signature

Will C. MacHugh
Name Printed/Typed

Vice President
Title

4/3/09
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

4/13/09
Date

Exhibit J
Election of Reciprocal Compensation Option

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange (§251(b)(5)) Traffic, per section 7.3.4.4 at:

CLEC must select either 1. OR 2.

1. The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established in ISP-bound traffic pursuant to Exhibit A, Section 7.7. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

Signature Will J. Munk

2. Compensation rate for §251(b)(5) Traffic shall be as established by the Commission pursuant to Exhibit A, Section 7.6, the rates as appropriate.

Signature _____

When the FCC ordered rate for ISP-bound traffic is applied to (§251(b)(5)) Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.