

**Qwest**  
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Seattle, Washington 98191  
(206) 398-2504  
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**Maura E. Peterson**  
Paralegal  
Regulatory Law

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2010 APR 23 AM 9:41  
IDAHO PUBLIC  
UTILITIES COMMISSION



*Via Overnight delivery*

April 22, 2010

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  
Etopia 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', is written over the typed name.

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

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**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.

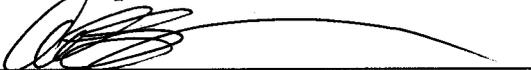
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, 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. Expedient approval would further the public interest.

Respectfully submitted this 22<sup>nd</sup> day of April, 2010.

**Qwest Corporation**



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Adam L. Sherr  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

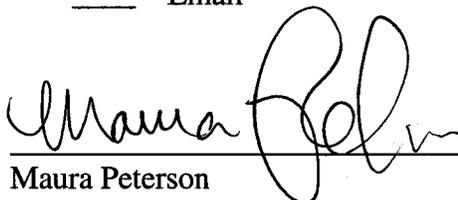
I hereby certify that on this 22<sup>ND</sup> day of April, 2010, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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



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Maura Peterson  
Paralegal, Qwest Corporation

**Single Point of Presence ("SPOP") in the LATA Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Eltopia Communications, LLC  
for the State of Idaho**

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UTILITIES COMMISSION

This 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 services in the State of Idaho, that was approved by the Commission on July 2, 2008; 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**

1) This Amendment is made in order to add terms and conditions for Single Point of Presence ("SPOP") in the LATA, as set forth in Attachments 1 and 2, attached hereto and incorporated herein. Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

**2) The Payment Section 5.4 of the Agreement is also hereby amended by adding the following Section 5.4.10:**

5.4.10 CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement.

**Effective Date**

This Amendment shall be deemed effective upon the Commission approval, however, the Parties may 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 J. McHugh  
Authorized Signature

Will L. McHugh  
Name Printed/Typed

Vice President  
Title

3/25/2010  
Date

**Qwest Corporation**

L. T. Christensen  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

3/29/10  
Date

## ATTACHMENT 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows CLEC to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the CLEC's SPOP utilizing trunking as described in Section 1:

1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access/IntraLATA LEC Toll and Jointly Provided Switched Access traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence. This allows for a trunk group from CLEC's POI in one Local Calling Area (LCA) to be ordered to any Qwest local tandem or end office in another LCA which is otherwise not available, absent this amendment.

1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

1.3 Where CLEC intends to send calls through a Qwest tandem to a subtending end office, the following conditions apply:

1.3.1 CLEC may interconnect at either the Qwest local Tandem Switch or the Qwest Access Tandem Switch for the delivery of Exchange Service (EAS/local) traffic. When CLEC is interconnected at the Access Tandem Switch and where there would be a DS1's worth of Exchange Service (EAS/local) traffic (512 BHCCS) between CLEC's Switch and those Qwest End Office Switches subtending a Qwest local Tandem Switch, CLEC will order a direct trunk group to

1.3.2 Qwest will allow Interconnection for the exchange of Exchange Service (EAS/local) traffic at Qwest's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

1.4 CLEC will provide notification to all Co-Providers in the local calling areas of CLEC's change in routing when the CLEC chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

1.5 Ordering

1.5.1 Prior to ordering, Qwest and CLEC will work together to review CLEC's network configuration in order to ensure correct and complete ASR ordering.

1.5.2 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen.

1.5.3 CLEC will issue ASRs to convert existing access tandem trunk groups to SPOP trunk groups.

1.5.4 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must be filled out with the appropriate code.

**ATTACHMENT 2**  
**SINGLE POINT OF PRESENCE WAIVER**

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver.

CLEC certifies:

That it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network; and CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the appropriate Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the appropriate Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups, CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Agreement currently in effect between the Parties will be reinstated. If the Parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their Agreement.