

**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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*Via Overnight delivery*

November 22, 2010

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

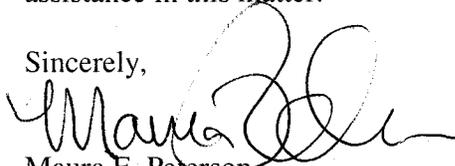
Re: Case No. QWE-T-09-14  
Application for Approval of Amendment to the Interconnection Agreement

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 1506  
Seattle, WA 98191  
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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-09-14**

**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 September 3, 2009 (the "Agreement"). The Amendment with CTC Telecom, Inc. 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.

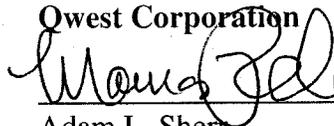
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission,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

Telecom, Inc. 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 22<sup>nd</sup> day of November, 2010.

Qwest Corporation  
  
paralegal for:  
Adam L. Sherin  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this \_\_\_ day of November, 2010, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

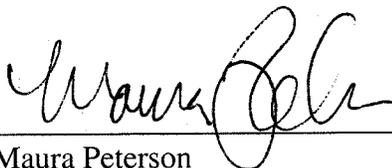
Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

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

Richard Wiggins  
President and General Manager

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

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Maura Peterson  
Paralegal, Qwest Corporation

**Mid-Span Meet POI Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
CTC Telecom, Inc.  
for the State of Idaho**

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This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and CTC Telecom, Inc. ("CLEC"), an Idaho corporation. 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 Idaho Public Utilities Commission on September 3, 2009; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein; and

WHEREAS, CLEC's affiliate, Cambridge Telephone, is an ILEC operating outside of Qwest's service territory, and Qwest and Cambridge Telephone have jointly provisioned a facility between them which is used for the exchange of traffic between Qwest and Cambridge Telephone, and Qwest and CLEC wish to use that facility for the separate exchange of traffic between Qwest and CLEC;

**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 and conditions for Mid-Span Meet POI, as set forth in Attachment 1, attached hereto and incorporated herein.

**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.

**CTC Telecom, Inc.**

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*Richard Wiggins*  
DocuSigned By: Richard Wiggins

\_\_\_\_\_  
Signature

Richard Wiggins  
Name Printed/Typed

President & General Manager  
Title

10/22/2010

\_\_\_\_\_  
Date

**Qwest Corporation**

05E9FC68BD57454...  
*L. T. Christensen*  
DocuSigned By: L. T. Christensen

\_\_\_\_\_  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

10/24/2010

\_\_\_\_\_  
Date

## ATTACHMENT 1

Qwest and CLEC's affiliated ILEC have previously exchanged traffic using facilities established for the exchange of traffic between Qwest and CLEC's affiliated ILEC operation. In order to efficiently use the Parties' network facilities, the existing ILEC facility will be treated as a "Mid-Span Meet POI" point of interconnection, as defined below. CLEC will provision separate trunks on the existing facility for its non-ILEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement. Should either Party wish to alter the arrangements or establish new facilities, the Parties will negotiate the new facilities arrangement(s) which would be used to interconnect the networks.

### 1. Mid-Span Meet POI.

A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the Qwest Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the Qwest Serving Wire Center. The Parties will use the existing facilities in place between CLEC's affiliated ILEC and Qwest, establishing a Mid-Span Meet POI within Qwest's franchised service territory over which CLEC will establish its LIS trunking. For any additional Mid-Span Meet POIs that CLEC may request, the actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the exchange of traffic and joint provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers.