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PUBLIC UTILITIES COMMISSION

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February ²⁸21, 2006

MARY S. HOBSON
Direct (208) 387-4277
mshobson@stoel.com

VIA HAND DELIVERY

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

**Re: Case No. USW-T-00-17
APPLICATION FOR APPROVAL OF AMENDMENT TO THE
INTERCONNECTION AGREEMENT
American Fiber Network, Inc.**

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.

Very truly yours,

Mary S. Hobson

:blm
Enclosure
cc: Service List

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
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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.: USW-T-00-17

**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 8, 2000 (the “Agreement”). The Amendment with American Fiber Network, Inc. (“AmFiber”) 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 AmFiber 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 22nd day of February, 2006.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this ^{28th} 22nd day of February, 2006, 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
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jjewell@puc.state.id.us

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904 Sunningdale
Richardson, TX 75081
Telephone: (972) 470-9015
rob.heath@afnlt.com

Hand Delivery
 U. S. Mail
 Overnight Delivery
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Brandi L. McMahon

Brandi L. McMahon, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

**Qwest Digital Subscriber Line (Qwest DSL™) Amendment
to the Interconnection Agreement between
Qwest Corporation
and
American Fiber Network, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and American Fiber Network, Inc. ("CLEC"), a Delaware corporation. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Idaho Public Utilities Commission on August 8, 2000, as referenced in Case No. USW-T-00-17, Order No. 28463 ("Agreement"); and

WHEREAS, the Parties wish 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 terms and conditions for Qwest Digital Subscriber Line (Qwest DSL™) as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment.

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.

American Fiber Network, Inc.



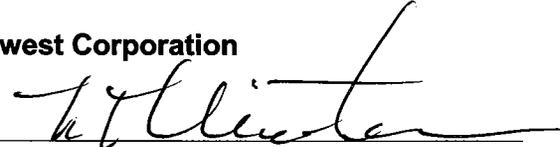
Signature
ROBERT E. HEATH

Name Printed/Typed
EVP

Title
2/8/06

Date

Qwest Corporation



Signature
L.T. Christensen

Name Printed/Typed
Director- Interconnection Agreements

Title
2/17/06

Date

ATTACHMENT 1**1.0 Qwest Digital Subscriber Line (Qwest DSL™) General**

1.1 In the Report and Order and Notice of Proposed Rulemaking issued simultaneously in the *Appropriate Framework for Broadband Access to the Internet over Wireline Facilities Proceeding*, Docket No. 02-33 (and associated dockets), FCC 05-150 (“Order”), effective November 16, 2005, the FCC determined that facilities-based wireline broadband Internet access service is an information service. The Order permits carriers such as Qwest to offer broadband Internet access services on either a Title I or Title II basis. Qwest has decided to offer Qwest High Speed Internet Service (also known as Qwest Digital Subscriber Line (Qwest DSL™) service) on a Title I basis. With this reclassification, Qwest has elected to withdraw its tariffed DSL offerings.

1.2 CLEC’s Interconnection Agreement includes access to certain Qwest DSL™ products, including, but not limited to, when purchased in conjunction with certain UNE-P and/or Resale services.

1.3 As of the execution date of this Amendment, CLEC shall not order or purchase and Qwest will not offer or provide any Qwest DSL™ services out of CLEC’s existing Interconnection Agreement(s) with Qwest. Notwithstanding, nothing in this Amendment shall prevent Qwest from offering or providing commercially negotiated replacement products to CLEC.