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UTILITIES COMMISSION



Via Overnight delivery

May 27, 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-09-08
Application for Approval of Interconnection Agreement

Dear Ms. Jewell:

Enclosed for filing is an original and three copies of the Application for Approval of an Interconnection Agreement between Qwest Corporation and NSW Telecom, Inc. 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
cc: Service list

Adam L. Sherr (WSBA# 25291)
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
THE INTERCONNECTION
AGREEMENT FOR THE STATE OF
IDAHO PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-7-09-08

**APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Interconnection Agreement ("Agreement"). The Agreement with NSW Telecom Inc. ("NSW") is submitted herewith.

This Agreement 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 agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

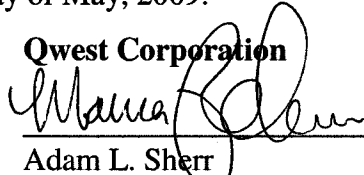
Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the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

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 Agreement without a hearing. Because this Agreement 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 27th day of May, 2009.

Qwest Corporation

 paralegal for:

Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

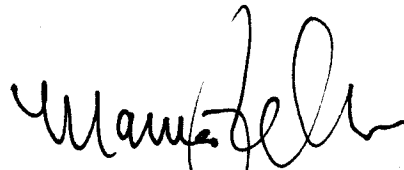
I hereby certify that on this 27th day of May, 2009, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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
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Adam Collard-President
NSW Telecom, Inc.
2487 South Michigan Road
Eaton Rapids, MI 48827

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



Maura Peterson, Paralegal

QWE-T-09-08

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IDAHO PUBLIC
UTILITIES COMMISSION

RESALE AGREEMENT

BETWEEN

QWEST CORPORATION

AND

NSW TELECOM, INC.

FOR THE STATE OF IDAHO

AGREEMENT NUMBER
CDS-090415-0004

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EXHIBIT C	Intentionally Left Blank
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EXHIBIT E	Intentionally Left Blank
EXHIBIT F	Intentionally Left Blank
EXHIBIT G	Intentionally Left Blank
EXHIBIT H	Intentionally Left Blank
EXHIBIT I	Intentionally Left Blank
EXHIBIT J	Intentionally Left Blank
EXHIBIT K	Performance Assurance Plan

Section 1.0 - GENERAL TERMS

1.1 This Resale Agreement is between Qwest Corporation ("Qwest"), a Colorado corporation, and NSW Telecom, Inc. ("Reseller"), a Michigan corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271 and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to Reseller ancillary services and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Idaho, for purposes of providing local Telecommunications Services.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state and federal rules, regulations, and laws as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Reseller concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Reseller that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Reseller from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Reseller, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the

effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or Reseller's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - RESELLER INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to Reseller's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to Reseller's obtaining of ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

Operations Support Systems (OSS) and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for resold services

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify Reseller identification codes;

Determine Qwest system requirements to support Reseller's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and Reseller contact lists; and

Identify Reseller hours and holidays.

3.2.2 Resellers that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, Reseller will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, Reseller will need to complete the relevant New Product Questionnaire and amend this Agreement, which may include an amendment to this Agreement.

