

CenturyLink
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 733-5178
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law

RECEIVED

2012 SEP 12 AM 9:42

IDAHO PUBLIC
UTILITIES COMMISSION



CenturyLink™

Via Overnight delivery

September 11, 2012

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

Re: Case No. QWE-T-00-07
Application for Approval of Amendment to the Interconnection Agreement
McLeodUSA Telecommunications Services, LLC

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation dba CenturyLink QC ("CenturyLink") 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

Lisa A. Anderl (WSBA# 13236)
CenturyLink
1600 7th Ave, Room 1506
Seattle, WA 98191
Telephone: (206) 733-5178
Facsimile: (206) 343-4040
Adam.sherr@qwest.com

RECEIVED
2012 SEP 12 AM 9:42
IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION dba CENTURYLINK QC
FOR APPROVAL OF AN
INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-00-07

**APPLICATION FOR APPROVAL OF
AMENDMENT TO THE
INTERCONNECTION AGREEMENT**

Qwest Corporation dba CenturyLink QC ("CenturyLink") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment") which was approved by the Idaho Public Utilities Commission on November 9, 2000 (the "Agreement"). The Amendment with McLeodUSA Telecommunications Services, L.L.C ("McLeod") 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.

CenturyLink 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 McLeod to

APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT – Page 1
McLeodUSA Telecommunications Services, LLC.


interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink 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 11th day of September, 2012.

CENTURYLINK



Lisa A. Anderl
Attorney for Qwest

CERTIFICATE OF SERVICE

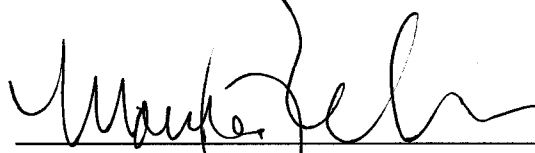
I hereby certify that on this 11th day of September 2012, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

Windstream Communications
Attn: Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212

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



Maura Peterson
Paralegal, CenturyLink

**Termination of the Wholesale Service Order Charge Amendment
To the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
McLeodUSA Telecommunications Services, L.L.C.¹
for the state of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and McLeodUSA Telecommunications Services, L.L.C. ("CLEC"), an Iowa corporation.² CenturyLink 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 which was approved by the Idaho Public Utilities Commission ("Commission");

WHEREAS, the Parties entered into an amendment, dated January 12, 2009 to the Agreement regarding terms and conditions under which CLEC billed certain charges to CenturyLink (the, "WSOC Amendment"); and

WHEREAS, the Parties wish to amend the Agreement further to eliminate the WSOC Amendment 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 Parties wish to terminate all previously agreed to terms, conditions and rates entered into in the WSOC Amendment.

Effective Date

This Amendment shall be effective upon Commission approval. However, the Parties agree to execute these terms and conditions effective May 1, 2012.

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

¹ The underlying Interconnection Agreement was entered into by McLeodUSA Telecommunications Services, Inc., which subsequently changed its name to McLeodUSA Telecommunications Services, L.L.C.

² Qwest Corporation's parent company, Qwest Communications International, Inc., was acquired by CenturyLink, Inc. on April 1, 2011. McLeodUSA was acquired by PAETEC on February 8, 2008 and PAETEC was acquired by Windstream Corp. on December 1, 2011.

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 representatives. 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.

**McLeodUSA Telecommunications
Services, L.L.C.**

Qwest Corporation dba CenturyLink QC

Signature

Signature

Kristi Moody

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

VP-Law/Corporate Legal

Title

Director – Wholesale Contracts

Title

Date

Date

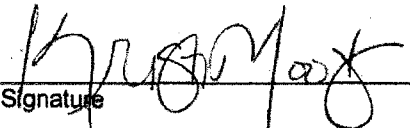
not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representatives. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant 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.

**McLeodUSA Telecommunications
Services, L.L.C.**



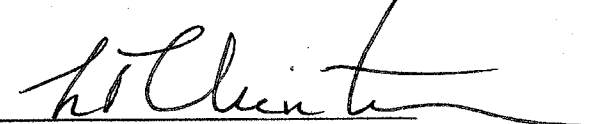
Signature

Kristi Moody
Name Printed/Typed

VP-Law/Corporate Legal
Title

8.14.12
Date

Qwest Corporation dba CenturyLink QC



Signature

L. T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

8/15/12
Date