

**Qwest**  
1600 7th Avenue, Room 3206  
Seattle, Washington 98191  
(206) 398-2504  
Facsimile (206) 343-4040

**Maura E. Peterson**  
Paralegal  
Regulatory Law

RECEIVED  
2009 JAN 13 PM 2:01  
IDAHO PUBLIC  
UTILITIES COMMISSION



*Via Overnight delivery*

January 12, 2009

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

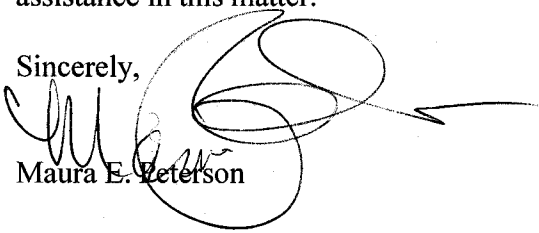
Re: Case No. QWE-T-09-01  
Application for Approval of Agreement to Adopt 360networks (USA), inc.  
Interconnection Agreement  
Fretel Communications, LLC

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 to Adopt the 360networks USA, Inc. Interconnection Agreement. These documents were previously forwarded to the Idaho Commission on September 23, 2008. 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 3206  
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  
THE ADOPTION OF THE  
360NETWORKS (USA) INC.  
INTERCONNECTION AGREEMENT  
(APPROVED BY THE COMMISSION ON  
MARCH 7, 2006 [ORDER NO. 29986] IN  
DOCKET NO. QWE-T-06-2 FOR THE  
STATE OF IDAHO PURSUANT TO 47  
U.S.C. §252(e)**

CASE NO.: QWE-T-09-01  
**APPLICATION FOR APPROVAL OF  
AGREEMENT TO ADOPT  
INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Interconnection Agreement ("Agreement"). The Letter Agreement with Fretel Communications, LLC ("Fretel") 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.

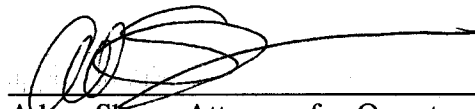
Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the state of Idaho, the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

Communications Commission. Expeditious approval of this Agreement will enable Fretel 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 who were not party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 12<sup>th</sup> day of January, 2009.

**Qwest Corporation**

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Adam Sherr, Attorney for Qwest

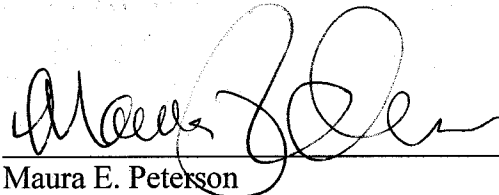
**CERTIFICATE OF SERVICE**

I hereby certify that on this 12<sup>th</sup> day of January, 2009, I served the foregoing **APPLICATION FOR APPROVAL OF AGREEMENT TO ADOPT 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

Fretel Communications LLC  
Attn: Pat Morse, Senior VP-Government  
Affairs  
FairPoint Communications, Inc.  
908 West Frontview Street  
P.O. Box 199  
Dodge City, KS 67801-0199



\_\_\_\_\_  
Maura E. Peterson  
Paralegal

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2009 JAN 13 PM 2:02

IDAHO PUBLIC  
UTILITIES COMMISSION

QWEST-09-01



June 25, 2008

Resend – August 22, 2008

Fretel Communications, LLC  
Attn: Pat Morse, Senior VP – Government Affairs  
FairPoint Communications, Inc. (c/o Fretel)  
908 West Frontview Street  
P.O. Box 199  
Dodge City, KS 67801-0199

Dear Mr. Pat Morse,

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Fretel Communications, LLC (“CLEC”) wishes to adopt in its entirety, the terms of the Wireline Interconnection Agreement and any associated amendments, if applicable, (the “Underlying Agreement”) between 360networks (USA), inc. (Agreement # CDS-051219-0002) and Qwest Corporation (“Qwest”), that was approved by the Commission on March 7, 2006, as an effective agreement in the State of Idaho. CLEC is an Idaho Limited Liability Corporation. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and CLEC (“the Parties”) intend that this letter serves as their agreement (“Letter Agreement”) for CLEC to adopt the Underlying Agreement under the following terms and conditions:

1. The Parties shall request the Commission to expedite its review and approval of this Letter Agreement. This Letter Agreement shall become effective upon such approval. If for some reason the Commission rejects all or part of the Letter Agreement either party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder. Upon Commission approval, this new Agreement shall replace the Parties existing Interconnection Agreement, which shall then be considered, terminated. However, nothing relieves the CLEC from fulfilling all obligations incurred under the prior Agreement. This Letter Agreement is not intended to address or affect the existing Commercial Agreements for the Qwest Local Service Provider Agreement and Qwest Commercial High Speed Internet Service Agreement, which shall remain in effect.

2. Notwithstanding the mutual commitments set forth herein, Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the proceeding in which the Commission is to review and approve the Letter Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.

3. CLEC adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest Corporation and in applying the terms and conditions, agrees that Fretel

Communications, LLC be substituted in place of "360networks (USA), inc." throughout the Underlying Agreement wherever the latter appears.

4. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

Qwest Corporation  
Director Interconnection Agreements  
1801 California Street, 24<sup>th</sup> floor  
Denver, CO 80202  
Phone - 303-965-3029  
Email - IntAgree@qwest.com

With copy to  
Qwest Corporation Law Department  
Attention: General Counsel, Interconnection  
1801 California Street, 10th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: Legal.Interconnection@qwest.com

CLEC requests that notice to CLEC as may be required under the Underlying Agreement shall be provided as follows:

Fretel Communications, LLC  
Attn: Pat Morse, Senior VP – Government Affairs  
FairPoint Communications, Inc. (c/o Fretel)  
908 West Frontview Street  
P.O. Box 199  
Dodge City, KS 67801-0199  
Phone: 620-227-4400  
Email - pmorse@fairpoint.com

With a copy to:

Fretel Communications, LLC  
Attn: Shirley Linn, Executive VP, General Counsel  
FairPoint Communications, Inc. (c/o Fretel)  
521 East Morehead Street, Suite 250  
Charlotte, NC 28202  
Phone: 704-344-8150  
Email - slinn@fairpoint.com

5. CLEC represents and warrants that it is a certified provider of local telecommunication service in the State of Idaho and that this Agreement will cover services in that state only.

6. Please sign all three original copies of this letter, and overnight them within thirty (30) days to:


Manager of Interconnection  
Qwest Corporation  
1801 California St, Suite 2420  
Denver, CO 80202  
Phone: 303-965-3029

After thirty (30) days Qwest may rescind its willingness to consider the Agreement's terms and conditions.

7. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date


  
\_\_\_\_\_

9/2/08

Qwest Corporation  
L.T. Christensen  
Director – Interconnection Agreements  
1801 California Street, Suite 24th Floor  
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

Fretel Communications, LLC

  
\_\_\_\_\_  
Signature

Pat Morse  
\_\_\_\_\_  
Name Printed

Senior VP – Government Affairs  
\_\_\_\_\_  
Title

8-25-08  
\_\_\_\_\_  
Date