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09T-336
Qwest.
Spirit of Service

Qwest
1801 California Street, 10th Floor
Denver, CO 80202
Phone 303 383.6779
Facsimile 303 383.8543
E-Mail David.McGann@qwest.com

2009 MAY 15 PM 2: 24

David W. McGann
Corporate Counsel

May 15, 2009

Mr. Doug Dean
Director
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

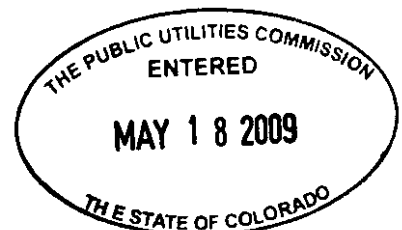
RE: New – Wireline Interconnection Agreement between Qwest Corporation
and Peerless Network of Colorado, LLC

Pursuant to 4 CCR 723-2, Rule 2533, enclosed is the original and seven copies
of this Notice Letter filing for approval a negotiated new Wireline Interconnection
Agreement between Qwest Corporation and Peerless Network of Colorado, LLC for the
state of Colorado. The original and three copies of the Agreement and a disk are also
enclosed.

1. The names, addresses, and contact persons of the parties are as follows:

Qwest Corporation
David W. McGann, Corporate Counsel
1801 California Street, 10th Floor
Denver, Colorado 80202
Phone: 303-383-6779
Facsimile: 303-383-8543
E-mail: David.McGann@qwest.com

Peerless Network of Minnesota, LLC
Daniel Meldazis, Director Regulatory Affairs
225 W. Washington Street, Suite 1285
Chicago, IL 60606
Phone: 312-506-0933
Facsimile: 312-506-0931
E-mail: dmeldazis@peerlessnetwork.com



2. The Agreement sets forth the terms, conditions and pricing under which Qwest will provide to Peerless Network of Colorado, LLC network interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale. The source document was the "Negotiations Template, December 29, 2008" from the Qwest Wholesale website.

3. Peerless Network of Colorado, LLC and Qwest jointly submit the Agreement, and Peerless Network of Colorado, LLC has authorized Qwest to submit this Notice Letter on its behalf.

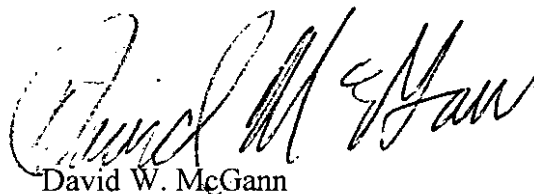
4. Intervention and public comment on this submission must be filed within ten (10) days of the posting of this Notice on the Commission's website, and any such filings may not be accepted by the Commission if not filed in compliance with the Commission's rules.

5. Commission Staff intervention on this submission must be filed within twenty (20) days of the posting of this Notice on the Commission's website, and any such filings may not be accepted by the Commission if not filed in compliance with the Commission's rules.

We have also enclosed an extra copy of this Notice letter. Please date stamp the extra copy of this Notice letter and return to us for our files.

Please contact me with any questions you may have.

Sincerely,



David W. McGann

encl as

cc: Peerless Network of Colorado, LLC
Lynn Notarianni

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INTERCONNECTION AGREEMENT

**TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATIONS SERVICES**

BETWEEN

QWEST CORPORATION

AND

PEERLESS NETWORK OF COLORADO, LLC

FOR THE STATE OF COLORADO

**AGREEMENT NUMBER
CDS-090417-0002**

Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Qwest Corporation ("Qwest"), a Colorado corporation, and Peerless Network of Colorado, LLC. ("CLEC"), a Colorado corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to CLEC network Interconnection, access to Unbundled Network Elements, 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 Colorado, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank

1.8 With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"). This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on August 30, 2012.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

Peerless Network of Colorado, LLC



Signature

Scott Kell

Name Printed/Typed

Chief Operating Officer

Title

04/17/09

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

5/4/09

Date