

Qwest Corporation
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Corporate Counsel



October 11, 2006

Ms. Illona Jeffcoat-Sacco
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: Qwest Local Services Platform Agreement between Qwest Corporation and
Granite Telecommunications, LLC

Dear Ms. Jeffcoat-Sacco:

I have attached for your information a recently executed copy of an agreement between Qwest Corporation and Granite Telecommunications, LLC, called the Qwest Local Services Platform, or "QLSP" agreement. This agreement provides for Granite's purchase from Qwest of mass market switching and shared transport elements that Granite may combine with local loops purchased from the separate interconnection agreement between Qwest and Granite. The services addressed in the QLSP agreement are the same as the services contained in the Qwest Platform Plus, or "QPP" agreement that this Commission previously reviewed and considered. When this Commission reviewed the QPP agreement, it found that it is subject to the filing obligations under Section 252 of the Telecommunications Act. For the reasons stated below, and applying the same reasoning as the Commission when it analyzed the QPP agreement, the QLSP agreement should not be subject to the filing obligations under Section 252.

On October 20, 2004, this Commission issued an order in Case No. PU-04-402 ("Order"), in which the Commission ruled that the QPP agreement was subject to the Section 252 filing requirement. The Commission reasoned that the QPP agreement was subject to Section 252 because it was "integrated" with another agreement that indisputably was an interconnection agreement. The Commission based its conclusion that the QPP agreement was integrated with the interconnection agreement primarily on two factors; however, neither of those factors exist under the QLSP agreement and thus the QLSP is not subject to Section 252.

The factors leading to the Commission's conclusion that the QPP agreement was integrated with the interconnection agreement are as follows:

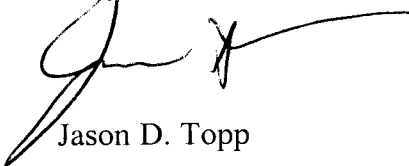
1. The QPP and interconnection agreement amendment contain mutual provisions triggering the termination of the other agreement.
2. Rate increases for the port element in the QPP were dependent upon implementation of a batch hot cut process pursuant to the Thirteenth Amendment to the interconnection agreement.

The two provisions listed above are not present in the QLSP agreement, and no integration exists between the QLSP agreement and the parties' interconnection agreement. The QLSP is a self-standing agreement that does not address any elements that Qwest is obligated to provide under section 251. Thus, as Qwest has briefed and stated to this Commission previously, because the section 252 filing obligation applies only to agreements addressing services provided under Section 251(b) and (c), the QLSP agreement is not subject to Section 252.

For these reasons, Qwest's QLSP agreement is not subject to the filing and approval requirements of Section 252. But, as part of the company's efforts to promote transparency of its decisions relating to Section 252 issues, we are providing you with a copy of the QLSP agreement for your information along with the above analysis.

Please contact me if you have any questions or concerns. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jason D. Topp', with a long horizontal flourish extending to the right.

Jason D. Topp

JDT/bardm

Enclosures

cc: Rand Currier (via e-mail)
Gina Buchholtz (via e-mail)

STATE OF NORTH DAKOTA
BEFORE THE PUBLIC SERVICE COMMISSION

**In the Matter of Qwest Corporation's
Submittal of Agreement Between Qwest
Corporation and Granite
Telecommunications, LLC for
Informational Purposes Only**

PU 06-_____
**AN APPLICATION REQUESTING
TRADE SECRET PROTECTION**

Qwest Corporation (“Qwest”) requests the North Dakota Public Service Commission, pursuant to Chapter 69-02-09 of the North Dakota Administrative Code, to issue a protective order limiting the disclosure of the trade secret information included in the Qwest Local Services Platform Agreement between Qwest and Granite Telecommunications, LLC (“Agreement”) that Qwest is submitting in this docket.

A copy of the Agreement has been appropriately marked and sealed.

1. General Description of the Nature of the Information Sought to be Protected.

**AGREEMENT BETWEEN QWEST CORPORATION AND GRANITE
TELECOMMUNICATION, LLC**

This agreement contains confidential terms between Qwest and Granite Telecommunications, LLC (“Granite”).

2. An Explanation of Why the Information Derives Independent Economic Value, Actual or Potential, From Not Being Generally Known to Other Persons.

The information for which Qwest seeks trade secret protection contains confidential and proprietary information regarding details of an agreement between Qwest and Granite.

This information derives independent economic value, actual or potential, from not being

generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure. Competitors with access to this information could use it to make strategies and tactical decisions that could be harmful to the success and profitability of Qwest. Release of this information to competitors would unfairly enable them to make strategic and tactical decisions that would be harmful to the success and profitability of Qwest.

3. An Explanation of Why the Information is Not Readily Available by Proper Means to Other Parties.

The information at issue is proprietary to Qwest and Granite and is available only to those employees and representatives who have a need to know the information to perform their duties and responsibilities. Qwest and Granite have entered into agreement not to characterize this Agreement other than to the parties' personal attorneys, accountants, and financial advisors.

4. The General Description of the Persons or Entities That Would Obtain Economic Value from Disclosure or Use of the Information.

Competitors or potential competitors of Qwest that provide local exchange service and other telecommunications service would obtain economic value from disclosure or use of the information.

5. Specific Description of Known Competitors or Competitor's Good and Services that are Pertinent to the Information.

Competitors and potential competitors of Qwest in North Dakota include AT&T Communications of the Midwest, Inc., McLeodUSA Telecommunications Services, Inc., MCImetro Access Transmission Services, LLC, Sprint Communications Company L.P.,

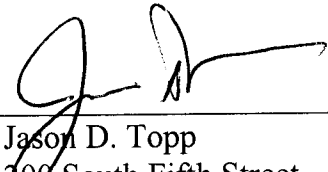
Excel Telecommunications, Inc. and any other provider of telecommunications services in North Dakota or any of the other states in which Qwest operates.

6. A Description of the Efforts Used to Maintain the Secrecy of the Information.

See No. 3 above.

Dated this 11th day of October, 2006.

QWEST CORPORATION

By 

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