

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

Maura E. Peterson
Paralegal
Regulatory Law

RECEIVED
2006 DEC 13 AM 10:34
IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

December 12, 2006

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, Inc.

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 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,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', written over a faint, larger version of the same signature.

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

RECEIVED
2006 DEC 13 AM 10:34
IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION 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 ("Qwest") 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, Inc. ("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.

Qwest 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

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

Qwest 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 12th day of December, 2006.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of December, 2006, 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

James LeBlanc
Vendor Manager
McLeodUSA Telecom
First Place Tower
15 East 5th St. Suite 1500
Tulsa, Oklahoma 74103

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile



Maura Peterson
Paralegal, Qwest Corporation

**DC Power Reduction Amendment
to the Interconnection Agreement between
Qwest Corporation
and
McLeodUSA Telecommunications Services, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the state of Idaho, which was approved by the Idaho Public Utilities Commission ("Commission") on November 9, 2000, as referenced in Docket No. QWE-T-00-07 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further 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 Agreement is hereby amended by adding terms, conditions and rates for DC Power Reduction Procedure, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to 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.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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 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 representative. 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, Inc.

William A. Haas
Signature

William A. Haas
Name Printed/Typed

VP + Deputy General Counsel
Title

11-17-06
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

11/27/06
Date

ATTACHMENT 1

DC Power Reduction Procedure

1.0 Ordering

1.1 DC Power Reduction. DC Power Reduction With Reservation allows CLEC to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed to zero. CLEC will pay a monthly power maintenance charge to retain the existing power cabling and fuse position for future power augment requests or until such time as CLEC notifies Qwest it wishes to discontinue the option. DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary or secondary feed to a minimum of twenty (20) amps.

1.2 Applications for DC Power Reduction may be submitted only for Collocation sites that have been completed and accepted by CLEC, otherwise CLEC should follow standard change or augment procedures including the applicable rates for changes or augments. On the Collocation Application, CLEC should indicate that it is a request for DC Power Reduction and identify the specific power feeds to be reduced. Qwest will notify CLEC of any deficiencies in the Collocation Application, within ten (10) Days of receipt. A quotation for the DC Power Reduction will be provided to CLEC within twenty-five (25) Days. The quoted nonrecurring charges will be honored for thirty (30) Days from the quotation. CLEC payment of all quoted nonrecurring charges constitutes acceptance and Qwest will then perform the work. If CLEC accepts the quotation within seven (7) Days, Qwest shall complete the DC Power Reduction within ninety (90) Days of receipt of the Collocation Application. If CLEC accepts the quotation after seven (7) Days, Qwest shall complete the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

1.3 CLEC assumes all responsibility for outages or impacts to CLEC services and equipment due to the reduction in DC power. Restoration of the DC power is contingent upon the desired power and fuse availability.

1.4 Before submitting a Collocation Application requesting DC Power Reduction, CLEC's financial obligations for the Collocation site must be current, with the exception of formally disputed charges. Billing to CLEC will be revised to reflect the reduced DC power upon receipt of payment of the quoted charges effective back to the date of acceptance by Qwest of the Collocation Application.

1.5 If a shortage of fuse positions is imminent, Qwest will notify CLEC of the need to exercise its option to reuse the power feed and fuse, or relinquish the fuse position for use by another CLEC or Qwest. Upon receipt of such notification, CLEC must request restoration of the secondary power feed to at least twenty (20) amps or return the fuse position to Qwest within thirty (30) Days.

2.0 Rate Elements

2.1 DC Power Reduction and Restoration Rates: CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) or Engineering and Design Fee to perform the engineering and planning work to process the DC power reduction or DC power restoration request per Collocation space. Nonrecurring charges associated with the work required to reduce the fuse or breaker size, rewiring the power lead at the power source or relocation of the power feed will be on an ICB basis. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges. CLEC will be charged a nonrecurring charge for moves between the battery distribution fuse board and the power board (for location changes) necessary for DC power reduction/restoration. A recurring power maintenance charge is associated with the option to hold the power infrastructure for a secondary feed for potential future use by CLEC. The recurring charge will terminate on the date a restoration job completes for the power feed or CLEC returns the fuse position to Qwest. If Qwest is unable to provide the requested power restoration of the held feed(s) due to exhaustion of power capacity, Qwest will refund all Power Maintenance Charges collected since the reservation was accepted.

**Negotiation's Template Exhibit A
Idaho***

Amendment				Notes					
				Recurring	Recurring, per Mile	Non-recurring	REC	REC, per Mile	NRC
8.0	Collocation								
8.13	DC Power Reduction and Restoration								
	8.13.1	Power Reduction							
	8.13.1.1	Quote Preparation Fee, per Office				\$703.70			B
	8.13.1.2	Power Reduction, with or without Reservation, per Feed Set							
	8.13.1.2.1	Less Than 60 Amps				\$494.45			B
	8.13.1.2.2	Equal To 60 Amps				\$706.91			B
	8.13.1.2.3	Greater Than 60 Amps				\$895.31			B
	8.13.1.3	Power Off, per Feed Set, per Secondary Feed				\$621.09			B
	8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set		\$64.59			B		
	8.13.1.5	Location Change from Power Board to BDFB					ICB		3
	8.13.2	Power Restoration							
	8.13.2.1	Quote Preparation Fee, per Office				\$703.70			B
	8.13.2.2	Power Restoration, applies to Primary & Secondary Feed					ICB		3
	8.13.2.3	Location Change from Power Board to BDFB					ICB		3

NOTES:

Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:
 B Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.
 [3] ICB, Individual Case Basis pricing.