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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

JOINT APPLICATION OF QWEST  
CORPORATION AND XO IDAHO, INC. FOR  
APPROVAL OF A WIRELINE  
INTERCONNECTION AGREEMENT  
PURSUANT TO 47 U.S.C. §252(E)

**CASE NO.:** QWE-T-02-2

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

Qwest Corporation (“Qwest”) and XO Idaho, Inc. (“XO”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on February 28, 2002 (the “Agreement”). A copy of the Amendment 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.

XO and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request 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 XO to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

XO and Qwest further request 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 2<sup>nd</sup> day of February, 2004.

**Qwest Corporation**



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Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Rex Knowles  
XO Communications

**CERTIFICATE OF SERVICE**

I hereby certify that on this 2<sup>nd</sup> day of February, 2004, 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  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

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 U. S. Mail  
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Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

**Special Promotion Amendment for Available Inventory Collocation Sites  
to the Interconnection Agreement between  
Qwest Corporation and  
XO Idaho, Inc.  
for the State of Idaho**

This Agreement between Qwest Corporation ("Qwest") and XO Idaho, Inc. ("CLEC") provides for limited time, promotional rates for Available Inventory Collocations on Available Inventory Sites, which are identified at <http://www.qwest.com/cgi-bin/wholesale/collocation.cgi>, and amends, for a limited time, the Parties' existing Interconnection Agreement.

**Limited Time Offer.** The promotional rates provided for herein apply only to Available Inventory applications received between January 1, 2004 and March 31, 2004, or to those current pending Available Inventory applications in process that have not reached "Scheduled Ready for Service" as of Jan. 2, 2004. The collocation applications must be submitted through the normal channel via [rfsmet@qwest.com](mailto:rfsmet@qwest.com).

**Requirement for Collocation Available Inventory Amendment.** To receive the promotional rates, CLEC must execute and submit this Agreement to Qwest, and CLEC must either: (1) have previously executed and submitted to Qwest the Collocation Available Inventory Amendment; or (2) execute and submit the Collocation Available Inventory Amendment concurrent with the submission of this executed Agreement.

**Promotional Rates.** The Special Promotional Rates under this Agreement are as follows:

"Standard Site" Non Recurring Charge ("NRC") discounts for Available Inventory sites will be increased from 50% (off of the NRC contained in the Parties' current Interconnection Agreement) to: 55% for 3 or more sites; 60% for 5 or more sites; 65% for 10 or more sites. The additional discounts from the stated product 50% discount will be determined as of the completion of the special offering timeframe and credited in the subsequent quarter when all sites are completed.

"Special Site" NRC discounts will be increased to 75% off of the NRC in the Parties' current Interconnection Agreement.

**Existing Interconnection Agreement; Expiration of Promotion.** Apart from the rates, terms, and conditions of this Agreement, all of which expire on April 1, 2004, all other rates, terms, and conditions for collocation are contained in the Parties' Interconnection Agreement as amended, including, without limitation, the Collocation Available Inventory Amendment.

**State Commission Approval and Implementation.** This Agreement is subject to the approval of an applicable state commission. The Parties agree, however, to implement the provisions of this Agreement upon execution.

**Entire Agreement; Amendments.** This Agreement (including the Interconnection Agreement as amended, which was incorporated by reference) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement. This Agreement may only be amended in writing.

XO Idaho, Inc.  
  
 \_\_\_\_\_  
 Signature  
 LEE WEINER  
 \_\_\_\_\_  
 Name Printed/Typed  
 SVP  
 \_\_\_\_\_  
 Title  
 1/22/04  
 \_\_\_\_\_  
 Date

Qwest Corporation  
  
 \_\_\_\_\_  
 Signature  
 L.T. Christensen  
 \_\_\_\_\_  
 Name Printed/Typed  
 Director – Interconnection Agreements  
 \_\_\_\_\_  
 Title  
 1/29/04  
 \_\_\_\_\_  
 Date