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IDAHO PUBLIC  
UTILITIES COMMISSION

LaCharles KeeSee  
ICG Telecom Group, Inc.  
161 Inverness Drive West  
Englewood, CO 80112  
Telephone: (303) 414-5896

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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

CASE NO.: QWE-T-02-3

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

Qwest Corporation (“Qwest”) and ICG Telecom Group, Inc. (“ICG”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on April 12, 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.

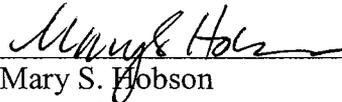
ICG and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Amendment

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

ICG 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 21<sup>st</sup> day of November, 2003.

**Qwest Corporation**



Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

LaCharles KeeSee  
ICG Telecom Group, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of November, 2003, 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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Englewood, CO 80112  
Telephone: (303) 414-5896

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

Mary Sullivan  
Qwest Communications International Inc.  
1801 California Street – Room  
Denver, CO 80202  
Telephone: (303) 672-2823  
Facsimile: (303) 672-2755  
[mmsull1@qwest.com](mailto:mmsull1@qwest.com)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email



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

**Rate Update Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
ICG Telecom Group, Inc.  
for the State of Idaho**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and ICG Telecom Group, Inc. ("CLEC"), a Colorado corporation.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Idaho Public Utilities Commission on April 11, 2002, as referenced in Case No. QWE-T-02-3 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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 rates in Exhibit A of the Agreement (and/or associated Amendments) are hereby amended by adding rates for products previously identified as "Under Development" and "No Charge".

1. Qwest developed rates for Exhibit A of the Agreement (and/or associated Amendments), that were previously identified as "Under Development". The aforementioned newly developed rates have been filed with the Commission in the approved SGAT.
2. An updated Exhibit A spreadsheet identifying the new rates is attached hereto and incorporated herein.

Rates in Exhibit A will 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.

**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**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 this Amendment.

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.

**ICG Telecom Group, Inc.**

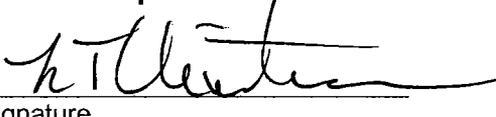
  
\_\_\_\_\_  
Signature

Michael Kallet  
\_\_\_\_\_  
Name Printed/Typed

EVP of Operations  
\_\_\_\_\_  
Title

11/12/03  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director - Business Policy  
\_\_\_\_\_  
Title

11/18/03  
\_\_\_\_\_  
Date

CMS Historical Contract Loading - Rate Updates

EXHIBIT A

CLEC ICG Telecom Group, Inc.  
STATE Idaho

Contract Sequence Number	CMS Sequence Number and Product Element	SGAT Element Number	Existing Contract Rate		SGAT/New Contract Rate	
			Recurring Charge	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge
	6.0 Resale					
	6.2 Customer Transfer Charge (CTC)					
2.6	6.2.15 Primary Listing (first) on Main Telephone Listing Entry into Qwest Database		No Charge	No Charge	\$0.00	\$0.00
	7.0 Interconnection					
	7.8 Miscellaneous Charges					
2.2.9.1	7.8.5 Acceptance Testing		No Charge	No Charge	\$0.00	\$0.00
	8.0 Collocation					
	8.1 All Collocation					
3.1.11	8.1.32 End Office Tour		No Charge	No Charge	\$0.00	\$0.00
	8.0 Collocation					
	8.1 All Collocation					
	8.1.33 Space Reclamation - Obsolete and Unused Equipment Removal					
3.1.11.3	8.1.33.1 Circuit Testing (at turn up)		No Charge	No Charge	\$0.00	\$0.00
	8.0 Collocation					
	8.1 All Collocation					
	8.1.38 Testing					
3.3.11	8.1.38.1 Circuit Testing (at turn up)		No Charge	No Charge	\$0.00	\$0.00
	8.0 Collocation					
	8.1 All Collocation					
	8.1.38 Testing					
	8.1.38.2 Subsequent Joint Circuit Testing (after turn up)					
3.3.11	8.1.38.2 Subsequent Joint Circuit Testing (after turn up)		No Charge	No Charge	\$0.00	\$0.00

CMS Historical Contract Loading - Rate Updates

EXHIBIT A

CLEC ICG Telecom Group, Inc.  
 STATE Idaho

Contract Sequence Number	Contract Description	SGAT Element Number	Existing Contract Rate		SGAT/New Contract Rate	
			Recurring Charge	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge
3.6.2	CMS Sequence Number and Product Element 9.0 Unbundled Network Elements (UNEs) 9.19 Miscellaneous Charges 9.19.38 Loop Trouble and Maintenance 9.19.38.1 Maintenance of Loop to Original Specifications		No Charge	No Charge	\$0.00	\$0.00
4.2.5 4.5	9.0 Unbundled Network Elements (UNEs) 9.5 Network Interface Device (NID) 9.5.1 Replacement of defective NID (or in the course of normal upgrading)		N/A	No Charge	N/A	\$0.00
	9.0 Unbundled Network Elements (UNEs) 9.4 Line Sharing 9.4.2 OSS, per Order	9.4.2	Under Development		\$3.57	
11.5.4.1	9.0 Unbundled Network Elements (UNEs) 9.4 Line Sharing 9.4.14 Maintenance of Loop to Original Specifications		No Charge	No Charge	\$0.00	\$0.00
9.15.1	9.0 Unbundled Network Elements (UNEs) 9.15 Line Information Database (LIDB) 9.15.1 LIDB Storage	9.15.1		No Charge		\$0.00
9.15.4	9.0 Unbundled Network Elements (UNEs) 9.15 Line Information Database (LIDB) 9.15.4 Fraud Alert Notification, per Alert	9.15.4		No Charge		\$0.00
10.3	10.0 Ancillary Services 10.3 911/E911		No Charge	No Charge	\$0.00	\$0.00

**EXHIBIT A**

**CMS Historical Contract Loading - Rate Updates**

**CLEC** ICG Telecom Group, Inc.  
**STATE** Idaho

Contract Sequence Number	CMS Sequence Number and Product Element	SGAT Element Number	Existing Contract Rate		SGAT/New Contract Rate	
			Recurring Charge	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge
3.2.7	10.0 Ancillary Services 10.3 911/E911 10.3.1 Direct Trunks from Sprint Switch to 911 Tandem		No Charge		\$0.00	
3.2.7	10.0 Ancillary Services 10.3 911/E911 10.3.2 Entry of End User Numbers into ALI DB - Resale		No Charge	No Charge	\$0.00	\$0.00
3.2.10.2	10.0 Ancillary Services 10.3 911/E911 10.3.3 Entry of End User Numbers into ALI DB - (Facility-based)		No Charge	No Charge	\$0.00	\$0.00
3.2.10.2	10.0 Ancillary Services 10.3 911/E911 10.3.4 Provision of MSG to Sprint (One copy per quarter)		No Charge	No Charge	\$0.00	\$0.00
1.2.10.5	10.0 Ancillary Services 10.1 Interim Number Portability 10.1..26 Non-Coordinated Cut		N/A	No Charge	N/A	\$0.00
5.1.2.1	10.0 Ancillary Services 10.4 White Pages Directory Listings, Facility Based 10.4.1 Primary Listing	10.4.1	No Charge		\$0.00	