



Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

OCT 25 2004

Boise, Idaho

101 S. Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

MARY S. HOBSON
Direct (208) 387-4277
mshobson@stoel.com

October 25, 2004

VIA HAND DELIVERY

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

**Re: Case No. QWE-T-02-20
APPLICATION FOR APPROVAL OF AMENDMENT TO THE
INTERCONNECTION AGREEMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and New Edge Network Inc. dba New Edge Networks is an original of the **Application for Approval of Amendment to the Interconnection Agreement**. The parties respectfully request 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.

Very truly yours,


Mary S. Hobson

:blg
Enclosure
cc: Service List

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040
mshobson@stoel.com

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

OCT 25 2004

Boise, Idaho

Rob McMillin
New Edge Network Inc. dba New Edge Networks
3000 Columbia Boulevard – Suite 106
Vancouver, WA 98661
Telephone: (360) 639-9703
rmcmillin@newedgenetworks.com

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**JOINT APPLICATION OF QWEST
CORPORATION AND NEW EDGE
NETWORK INC dba NEW EDGE
NETWORKS FOR APPROVAL OF A
WIRELINE INTERCONNECTION
AGREEMENT PURSUANT TO 47 U.S.C.
§252(E)**

CASE NO.: QWE-T-02-20

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

Qwest Corporation (“Qwest”) and New Edge Network Inc. dba New Edge Networks (“New Edge”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on November 21, 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”).

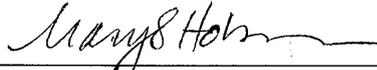
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

New Edge 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. Expedient approval of this Amendment will enable New Edge to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

New Edge 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. Expedient approval would further the public interest.

Respectfully submitted this 25th day of October, 2004.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Rob McMillin
New Edge Network Inc. dba New Edge Networks

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of October, 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
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Rob McMillin
New Edge Network Inc. dba New Edge
Networks
3000 Columbia Boulevard – Suite 106
Vancouver, WA 98661
Telephone: (360) 639-9703
rmcmillin@newedgenetworks.com

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



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

**Expedites for Design Services Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
New Edge Network Inc. dba New Edge Networks
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 New Edge Network Inc. dba New Edge Networks ("CLEC"), a Delaware 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 November 22, 2002, as referenced in Case No. QWE-T-02-20 ("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 Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services, 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 Commission approval; 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.

Amendments; Waivers

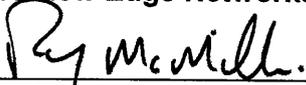
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

**New Edge Network Inc.
dba New Edge Networks**



Signature

Robert Y. McMillin

Name Printed/Typed

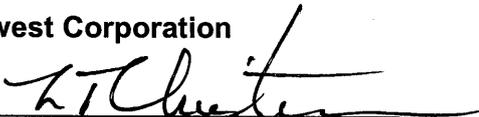
Senior Director, Interconnection

Title

10/19/04

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

10/21/04

Date

EXHIBIT A – IDAHO

			Recurring	Non-Recurring
1.0	Expedites for Design Services	Per order, per day event		\$200.00