

**Qwest**  
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Seattle, Washington 98191  
(206) 398-2504  
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**Maura E. Peterson**  
Paralegal  
Regulatory Law

REC'D  
2007 JUN -8 PM 2:05  
PUBLIC UTILITIES COMMISSION



*Via Overnight delivery*

June 5, 2007

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

Re: Case No. QWE-T-04-20  
Application for Approval of Amendment to the Interconnection Agreement  
Time Warner Telecom of Idaho LLC

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 printed name.

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

REC-11  
2007 JUN -8 PM 2:00  
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-04-20**

**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 August 2, 2004 (the “Agreement”). The Amendment with Time Warner Telecom of Idaho LLC (“Time Warner”) 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.

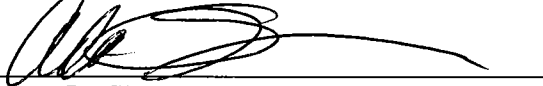
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Time

Warner 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 6th day of June, 2007.

**Qwest Corporation**



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Adam L. Sherr  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this 6th day of June 2007, 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](mailto:jjewell@puc.state.id.us)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

Time Warner Telecom  
10475 Park Meadows Drive  
Littleton, CO 80124

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile

  
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Maura Peterson  
Paralegal, Qwest Corporation

**DC Power Measurement Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Time Warner Telecom of Idaho LLC  
for the State of Idaho**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Time Warner Telecom of Idaho LLC ("CLEC"). Qwest and CLEC shall be known jointly as the ("Parties").

**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 ("Commission") on August 2, 2004, as referenced in Case No. QWE-T-04-20, Order No. 29559 ("Agreement"); and

WHEREAS, the Parties agree 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 DC Power Measurement as set forth in Attachment 1, attached hereto and incorporated herein.

**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, CLEC's bills shall be deemed accurate and adjusted without error for adjustments made, pursuant to this Amendment, for purposes of performance measurements.

**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.

**Time Warner Telecom of Idaho LLC**  
By: Time Warner Telecom Holdings Inc.  
Its sole member

Tina Davis  
Signature

Tina Davis  
Name Printed/Typed

Vice President Deputy General Counsel  
Title

5/4/07  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

5/11/07  
Date

## **ATTACHMENT 1 DC POWER MEASUREMENT**

Collocation rates must be included in CLEC's existing Interconnection Agreement with Qwest prior to amending with this DC Power Measurement Amendment.

8.2.1.30 Optional DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, Qwest typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, Qwest will measure usage on a semi-annual basis if CLEC orders Optional DC Power Measurement. Qwest will also take a reading within thirty (30) Days of a written request by CLEC. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that Qwest makes a reading based on a written request, Qwest will bill CLEC based on the amount of power ordered. Based on the reading, Qwest will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.