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IDAHO PUBLIC  
UTILITIES COMMISSION

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February 28, 2003

**VIA HAND DELIVERY**

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

**Re: Case No. USW-T-99-1  
APPLICATION FOR APPROVAL OF AMENDMENT TO THE  
INTERCONNECTION AGREEMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation (fka U S West Communications, Inc.) and Topp Comm, Inc. 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

Mary S. Hobson (ISB# 2142)  
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UTILITIES COMMISSION

Topp Comm  
Carrier Relations  
8390 North West 25<sup>th</sup> Street  
Miami, FL 33122  
Telephone: (305) 715-6682  
Facsimile: (305) 499-9388

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

JOINT APPLICATION OF QWEST  
CORPORATION (fka U S WEST  
COMMUNICATIONS, INC.) AND TOPP  
COMM, INC. FOR APPROVAL OF A  
RESALE AGREEMENT PURSUANT TO 47  
U.S.C. §252(E)

CASE NO.: USW-T-99-1

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

Qwest Corporation (“Qwest”) and Topp Comm, Inc. (“Topp”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on March 31, 1999 (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”).

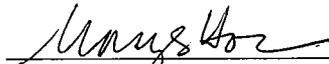
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation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

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

Topp 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 28<sup>th</sup> day of February, 2003.

**Qwest Corporation**



Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Topp Comm, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of February, 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)

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Luba Hromyk  
Qwest Communications International Inc.  
7800 East Orchard Road – Suite 250  
Englewood, CO 80111  
Telephone: (303) 793-6607  
Facsimile: (303) 793-6633  
[lhromyk@qwest.com](mailto:lhromyk@qwest.com)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email



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

**Amendment  
to Terminate the Resale Agreement between  
Qwest Corporation and  
Topp Comm Inc. for the  
State of Idaho**

This Amendment ("Amendment") to the Resale Agreement is made and entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and Topp Comm Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho that was approved by the Idaho ("Commission") on March 31, 1999;

WHEREAS, the Agreement expired on March 15, 2001 and has been extended on a month to month basis;

WHEREAS, CLEC is not purchasing services from Qwest pursuant to the Agreement;

WHEREAS, the Parties have agreed to terminate the 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:

**A. Amendment Terms**

The Agreement is hereby terminated and shall no longer be in force and effect on the Effective Date.

**B. Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

**C. 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, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

**D. Counterparts**

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.

**Topp Comm Inc.**

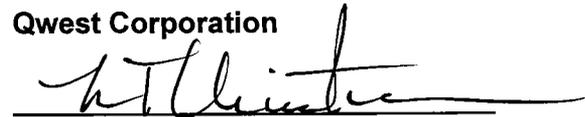
  
\_\_\_\_\_  
Signature

*FJ Pellet*  
\_\_\_\_\_  
Name Printed/Typed

*President*  
\_\_\_\_\_  
Title

*2/17/03*  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

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

Director – Business Policy  
\_\_\_\_\_  
Title

*2/17/03*  
\_\_\_\_\_  
Date