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IDAHO PUBLIC
UTILITIES COMMISSION

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**JOINT APPLICATION OF QWEST
CORPORATION AND MULTIBAND
COMMUNICATIONS, LLC FOR
APPROVAL OF A WIRELINE
INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(E)**

CASE NO.: USW-T-99-30

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

Qwest Corporation (“Qwest”) and Multiband Communications, LLC (“Multiband”) 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 2, 2000 (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.


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

Multiband 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 5th day of October, 2004.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Bruce Orem
Multiband Communications, LLC

CERTIFICATE OF SERVICE

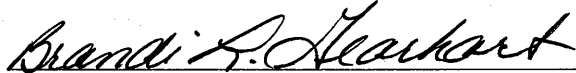
I hereby certify that on this 5th day of October, 2004, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

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

**Commercial Line-Sharing Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
Multiband Communications, LLC.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement (ICA) between Qwest Corporation ("Qwest"), a Colorado corporation, and Multiband Communications, LLC. ("CLEC"), a Delaware Limited Liability 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 ("Commission") on March 2, 2000, as referenced in Case No. USW-T-99-30, Order No. 28292; and

WHEREAS, CLEC wishes to enter into an agreement to obtain line-sharing on a commercial basis from Qwest between October 2, 2003 and October 1, 2007 at rates, terms, and conditions agreed to and different than the rates terms and conditions of the Agreement, and Qwest wishes to provide such line-sharing;

WHEREAS, the Parties wish to amend the Agreement by adding the applicable terms and conditions for commercial line-sharing.

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:

1. Amendment Terms

This Amendment is made in order to add to the Agreement the terms, conditions and rates for Commercial Line-Sharing, as set forth in Attachments 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment for Line Sharing orders with due dates on or after October 2, 2003. 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.

3. Amendments; Waivers

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.

4. Reservation of Rights

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

5. 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.

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.

Multiband Communications, LLC.


Authorized Signature

Bruce Orem
Name Printed/Typed

VP Finance/Secretary
Title

9/29/04
Date

Qwest Corporation


Authorized Signature

L. T. Christensen
Name Printed/Typed

Director-Interconnection Agreements
Title

9/30/04
Date

ATTACHMENT 1

9.22 Commercial Line Sharing

9.22.1 Description

Commercial Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user customer's analog voice-grade ("POTS") service provided by Qwest on a single copper loop referred to herein as "Commercial Shared Loop" by using the frequency range above the voice band on a copper loop. This frequency range will be referred to herein as the High Frequency Portion of the loop ("the HFPL"). A splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and Qwest POTS service. The splitter must be provisioned prior to ordering Commercial Line Sharing. The POTS service must be provided to the end user customer by Qwest.

9.22.1.1 Qwest agrees to provide Line Sharing on a commercial basis as set forth below.

9.22.1.1.1 **Term.** CLEC may order Commercial Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("Commercial Line Sharing") in accordance with the provisions of this subsection. The monthly recurring charge for any Commercial Line Sharing arrangement shall apply as set forth below. This Amendment expires on October 1, 2007, however, CLEC shall not place any orders pursuant to the terms and conditions of the Amendment after October 1, 2004.

(a) During the period beginning on October 2, 2003 and ending on October 1, 2007, the monthly recurring charge for any Commercial Line Sharing arrangement shall be as provided in Exhibit A.

9.22.1.1.2 **Discontinuation of Voice Service.** Notwithstanding anything herein to the contrary, if Qwest disconnects an end user customer's voice service in accordance with Applicable Law, then CLEC shall have the option to purchase the entire loop being disconnected if it wishes to continue providing DSL service to such end user customer; provided that, if CLEC does not exercise such option, both the DSL and voice services provisioned over the line will be disconnected by Qwest.

9.22.1.1.3 **Conversion of Existing Line Sharing Arrangements.** CLEC may convert any existing line sharing arrangements under its Interconnection Agreement or any amendment thereto to Commercial Line Sharing during the term of this Amendment, provided that, such conversions shall not be included as New Incremental Growth for purposes of determining pricing of Commercial Line Sharing under this Amendment. A separate, cost-based conversion charge may apply.

9.22.2 Terms and Conditions

9.22.2.1 General

9.22.2.1.1 To order the HFPL, CLEC must have a splitter installed in the Qwest wire center that serves the end user customer as provided for in this Section. Splitters may be installed in Qwest Wire Centers per the Collocation Section of CLEC's interconnection agreement with Qwest. Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. The end user customer must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the end user customer with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user customer to receive separate voice and data service across a single copper loop.

9.22.2.1.2 On or after October 2, 2004, changes to the Operations Support Systems and other processes required to support Commercial Line Sharing shall not be subject to and shall be exempt from any otherwise applicable provisions of the change management process (CMP); and Commercial Line Sharing arrangements shall not be subject to performance assurance plan remedies or any other service quality standards or remedies applicable to Qwest. On or after October 2, 2004, Qwest shall provide Installation and Repair metrics for Line Sharing performance reporting to replace standard performance measurements and reporting, which will be set forth in Exhibit B.

9.22.2.1.3 CLEC may use the HFPL to provide any xDSL services that will not interfere with analog voiceband transmissions and otherwise in accordance with Applicable Law. Such services currently include but may not be limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Commercial Line Sharing deployment under Applicable Law or governing industry standards.

9.22.2.1.4 CLEC may not order the HFPL on a given copper loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the end user customer provides authorization to the new provider to perform the disconnect of the incumbent provider's DSL or other service using the high frequency spectrum.

9.22.2.1.5 CLEC may request, and Qwest shall provide, required conditioning on up to 5% of the Commercial Shared Loops arrangements ordered by CLEC in a calendar year. Conditioning shall mean the removal of load coils and interfering bridged taps, but shall not include any line moves or special construction. UDC removal and line moves may be provided by Qwest on Commercial Shared Loop arrangements in accordance with Qwest's facility provisioning and routine network modification processes; notwithstanding the foregoing, Qwest may modify or discontinue such processes pursuant to Applicable Law. Any

conditioning above the 5% cap shall be subject to the charges for loop conditioning in Exhibit A. Qwest shall perform requested conditioning, including de-loading and removal of interfering bridged taps, unless Qwest demonstrates in advance that conditioning a Commercial Shared loop will significantly degrade the end user customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop.

9.22.2.1.5.1 Qwest may conduct an annual audit to determine the sum of conditioned Commercial Line Shared loops in the preceding calendar year (January through December), if any, that exceeded the 5% cap on conditioning. The number that exceed the 5% cap shall be assessed a non-recurring charge to be assessed for all conditioning performed above the 5% cap described in Section 9.22.2.1.5 of this Agreement. CLEC shall pay such charges within thirty (30) days of receiving notice of them.

9.22.3 Rate Elements

9.22.3.1 Recurring Rates for Commercial Shared Loop.

9.22.3.1.1 Commercial Shared Loop Charge - A monthly recurring charge for the use of the Commercial Shared Loop shall apply. This charge shall be inclusive of any charges to recover modification or upgrade costs to Qwest Operations Support Systems (OSS) required to accommodate line sharing, whether such charges are recovered by Qwest as recurring or non-recurring charges. Notwithstanding the foregoing, OSS development, enhancement, and maintenance costs applicable to all UNEs may be recovered through a separate cost-based charge pursuant to Applicable Law.

9.22.3.1.2 Interconnection Tie Pairs - Two Interconnection Tie Pairs (2 ITPs), 1 for voice and 1 for combined voice/data, per connection.

9.22.3.2 Nonrecurring Rates for the Commercial Shared Loop.

9.22.3.2.1 Basic Installation Charge for Commercial Shared Loop – A nonrecurring charge for each Commercial Shared Loop installed shall apply. As provided in Section 9.22.2.1.5, Conditioning shall be included in this charge, subject to the 5% cap on conditioning.

9.22.3.2.2 If the conditioning significantly degrades the voice services on the loop such that it is unacceptable to the end user customer, CLEC shall pay the conditioning charge in Exhibit A to recondition the Loop.

9.22.3.2.3 A separate Conditioning charge may apply pursuant to Section 9.22.2.1.5 above.

9.22.3.2.4 Any Miscellaneous work performed by Qwest at the request of the CLEC will be billed according to current Qwest federal access tariff, and CLEC agrees to pay such charges.

9.22.3.2.5 A separate cost-based charge for Conversions of existing line sharing arrangements pursuant to Section 9.22.1.1.1.3 may apply. If the Parties cannot mutually agree upon such charge, Qwest shall apply a conversion charge on an ICB basis, and CLEC agrees to pay such charges.

9.22.3.3 Nonrecurring Rates for Maintenance and Repair.

9.22.3.3.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation shall be applied in accordance with Qwest's current federal access tariff.

9.22.3.3.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Qwest's current federal access tariff.

9.22.4 Ordering Process

9.22.4.1 The ordering process for Commercial Shared Loops shall be pursuant to the process stated in Qwest Product Catalog ("PCAT"). In the event there is a conflict between the Qwest PCAT and the Interim Line-sharing Agreement dated April 20, 2000, as amended ("the Interim Agreement", if applicable to CLEC), the terms and conditions of the Interim Agreement shall prevail.

9.22.5 Repair and Maintenance

9.22.5.1 The repair and maintenance process for Commercial Shared Loops shall be pursuant to the process stated in the Qwest PCAT. In the event there is a conflict between the Qwest PCAT and the Interim Agreement, if applicable to CLEC, the terms and conditions of the Interim Agreement shall prevail.

9.22.6 Intervals

9.22.6.1 The intervals for the provisioning and repair of Commercial Shared Loops ordered under this Amendment shall be pursuant to the applicable process stated in the Interconnection Agreement, as amended, subject to the provisions of Section 9.22.2.1.2 of this Amendment.

ID Exhibit A					Recurring	Non-Recurring	REC	REC per Mile	REC	NFO
Shared Services										
9.4 Line Sharing										
9.4.1	Shared Loop, per Loop (lines installed prior to 10/2/2003				\$0.00	\$33.79				
9.4.1.1	Shared Loop, per Loop installed from 10/2/03 through 10/1/04 (footnote 1)				\$0.00	\$33.79				
9.4.1.2	Rate Groups for determining RC rate for Line Installed 10/2/2004-9/30/2005									
9.4.1.2.1	Previous Year New Incremental Growth totaling 15,000 Lines or more				\$5.00	\$35.00				
9.4.1.2.2	Previous Year New Incremental Growth totaling 12,500-14,999				\$6.00	\$35.00				
9.4.1.2.3	Previous Year New Incremental Growth totaling 7,500-12,499				\$7.00	\$35.00				
9.4.1.2.4	Previous Year New Incremental Growth totaling less that 7,500 Lines				\$8.00	\$35.00				
9.4.1.3	Rate Groups for determining RC rate for Line Installed 10/1/2005-10/1/2007									
9.4.1.3.1	Previous Year New Incremental Growth totaling 17,500 Lines or more				\$5.00	\$35.00				
9.4.1.3.2	Previous Year New Incremental Growth totaling 12,500-17,499				\$6.00	\$35.00				
9.4.1.3.3	Previous Year New Incremental Growth totaling 7,500-12,499				\$7.00	\$35.00				
9.4.1.3.4	Previous Year New Incremental Growth totaling less that 7,500 Lines				\$8.00	\$35.00				
9.4.8	Conversion Charge				ICB					
The following elements must be included in your Interconnection Agreement before ordering Line Sharing from your Commercial Agreement:										
Interconnection Tie Pairs (ITP) – Per Termination										
	DS0									
	DS1 Per each Termination									
	DS3 Per each Termination									
	Splitter Shelf Charge									
	Splitter TIE Cable Connections									
	Splitter in the Common Area--Data to 410 block									
	Splitter in the Common Area—Data direct to CLEC									
	Splitter on the IDF—Data to 410 block									
	Splitter on the IDF—Data direct to CLEC									
	Splitter on the MDF—Data to 410 block									
	Splitter on the MDF—Data direct to CLEC									
	Engineering									
	Existing Bay									
	Cable Unloading / Bridge Tap Removal									
1. Beginning in October 2, 2004 the RC will be adjusted based on annual volumes from the previous year. To determine the annual additional net volume of Line Shared services, Qwest will subtract the total number of Line Shared services in service as of September 30, of the immediate previous year from the total number of Line Shared services in service as of September 30, of the current year.										

EXHIBIT B TO COMMERCIAL LINE SHARING AMENDMENT

1. On or after October 2, 2004 all of CLEC's existing Line Sharing arrangements, whether ordered pursuant to this Amendment, shall not be subject to performance assurance plan remedies or any other service quality standards or remedies applicable to Qwest.

In lieu of these performance provisions, Qwest shall provide performance reporting on the following commercial line sharing metrics:

- Firm Order Commitments On Time
- Installation Commitments Met
- Order Installation Interval
- Out of Service Cleared within 24 Hours
- Mean Time to Restore
- Trouble Rate

The business rules for the foregoing metrics are attached and are subject to change upon written notice to CLEC. In addition, Qwest shall provide CLEC with ad hoc data showing the monthly Repeat Trouble rate for Commercial Line Sharing arrangements in a reasonable form and manner for the term of the Amendment in any month that CLEC makes a written request for such ad hoc data.

2. Qwest agrees to provide a one-time credit to CLEC according to the formula set forth below. To the extent that it is necessary for the Parties to seek the consent or approval of a regulatory agency or authority to effect the provisions of this section, the Parties shall, either jointly or severally, reasonably act to make and support such a request and cooperate in such process.

$NPV f(\$0.065 * CLEC Lines * 24 months)$

Where,

NPV = Net Present Value function

Discount Rate = 10%

CLEC Lines = Total number of CLEC's Line Sharing arrangements in service as of the Effective Date of the Amendment.



Line Sharing Commercial Measurement Definitions

Version 1.2

June 7, 2004

FOC-1 – Firm Order Confirmations (FOCs) On Time

Purpose:

Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:

Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.

- Includes all LSRs that are submitted through IMA-GUI and IMA-EDI interfaces that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)
- LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month	Unit of Measure: Percent
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Reporting: Individual CLEC	Disaggregation Reporting: Regional level.
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Formula:

$$\text{FOC-1} = \left\{ \left[\text{Count of LSRs for which the original FOC's " (FOC Notification Date \& Time) - (Application Date \& Time)" is within the intervals specified for the service category involved} \right] \div \left(\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period} \right) \right\} \times 100$$

Exclusions:

- LSRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays.
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the measure definition.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting: Line Sharing		
	<u>Standard FOC Intervals</u>	
	Product Group ^{NOTE 1}	FOC Interval
Line Sharing loops	1-24 shared	24 hours

Availability: TBD	
	Notes: LSRs with quantities above the highest number specified for each product type are considered ICB.

ICM-1 - Installation Commitments Met

<p>Purpose: Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.</p>	
<p>Description: Measures the percentage of orders for which the scheduled due date is met.</p> <ul style="list-style-type: none"> All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). Also included are orders with customer-requested due dates longer than the standard interval. Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting: Individual CLEC</p>	<p>Disaggregation Reporting: Regional level.</p> <ul style="list-style-type: none"> Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: ICM-1A Dispatches (Includes within MSA and outside MSA); and ICM-1B No dispatches. Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: ICM-1C Interval Zone 1 and Interval Zone 2 areas.
<p>Formula: $\left[\frac{\text{Total Orders completed in the reporting period on or before the Applicable Due Date}}{\text{Total Orders Completed in the Reporting Period}} \right] \times 100$ </p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> Disconnect, From (another form of disconnect) and Record order types. Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage. Records involving official company services. Records with invalid due dates or application dates. Records with invalid completion dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the measure definition. 	

Product Reporting			
MSA-Type:			
Line Sharing			
Zone-Type:			
Availability: TBD	Notes:		

