

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Docket No. 03S-321T

RE: THE INVESTIGATION AND SUSPENSION OF TARIFF SHEETS FILED BY QWEST CORPORATION – ADVICE LETTER NO. 2961.

STIPULATION AND SETTLEMENT AGREEMENT BETWEEN QWEST CORPORATION AND HOME BUILDERS ASSOCIATION OF METRO DENVER, RED CREEK RANCHES, PUEBLO ASSOCIATION OF HOME BUILDERS, HOUSING & BUILDING ASSOCIATION OF COLORADO SPRINGS, AND COLORADO ASSOCIATION OF HOME BUILDERS

Qwest Corporation (“Qwest”), and Home Builders Association of Metro Denver, Red Creek Ranches, Pueblo Association of Home Builders, Housing & Building Association of Colorado Springs, and Colorado Association of Home Builders (“Developers”) (collectively, the “Parties”), through their undersigned counsel, respectfully submit this Stipulation and Settlement Agreement (the “Agreement”) for approval by the Colorado Public Utilities Commission (the “Commission”), pursuant to Rule 83(a) of the Commission’s Rules of Practice and Procedure, 4 CCR 723-1.

RECITALS

A. In Docket No. 02S-360T, the Staff of the Colorado Public Utilities Commission (“Staff”), the Colorado Office of Consumer Counsel (“OCC”) and Qwest entered into a Stipulation and Settlement Agreement, whereby they, among other things, committed to cooperate with each other to discuss potential revisions to the land development construction credit set forth at Section 4.4 of Qwest’s Exchange and Network Services Tariff. They agreed to meet amongst themselves, together with any interested land developers/builders, to discuss options to resolve differences existing among the parties regarding the then-existing land development tariff provisions. All parties reserved their right to advocate whatever position they deemed appropriate, including maintaining the

status quo, and Qwest was under no obligation to revise its tariff language.

B. As part of the aforementioned Stipulation and Settlement Agreement, Qwest agreed to make a Land Development Agreement (“LDA”) filing no later than June 30, 2003, to put the LDA issue before the Commission.

C. Between January and June, 2003, Qwest, Staff, OCC, the Developers, and various other individual builder/developers and builder/developer trade associations met on at least a monthly basis to discuss revisions to the LDA tariff. All parties’ goals and concerns were discussed and considered.

D. Although all parties were not in complete agreement on all issues, the parties agreed that Qwest would file tariff sheets which expressed a compromise position which was acceptable to Qwest and the majority of the builders and developers.

E. Pursuant to that agreement, on June 30, 2003, Qwest filed Advice Letter No. 2961 and corresponding tariff sheets modifying its LDA Tariff.

F. The Advice Letter and corresponding tariff filing were subsequently suspended by the Commission in Decision No. C03-0817 (mailed July 28, 2003) and this Docket was opened.

G. Staff intervened in the docket along with the Developers.¹

H. Since the Docket was opened, the Parties and Staff have met on numerous occasions to resolve outstanding issues raised by some of the Developers and Staff.

I. On November 10, 2003, the Parties submitted a joint Stipulation and Settlement Agreement resolving all differences and disputes between them related to the tariff sheets filed in connection with Advice Letter No. 2961.

J. Staff objected to approval of the Stipulation and Settlement Agreement submitted by Qwest and the Developers and further meetings were held between Staff and the Parties.

K. Based upon these meetings, extensive sharing of information, and representations, the Parties agreed on further revised tariff sheets (“Revised Tariff Sheets”), which sheets are attached hereto as Exhibit “A” and incorporated by reference as if set forth herein. The Parties believe the Revised Tariff Sheets provide a fair and equitable framework for the LDA process.

L. Several days ago, the Staff advised the Parties that based on the language contained in the Revised Tariff Sheets as revised during the ongoing settlement discussions (which sheets are attached hereto for approval), Staff will take no position on the Revised Tariff Sheets or this Agreement.

M. The undersigned parties have resolved all outstanding issues between them and have developed the joint proposal which is described below.

N. The Parties believe that this Agreement and the Revised Tariff Sheets are in the public interest because both Qwest and its customers (the Developers) benefit from the terms and conditions contained in the Revised Tariff Sheets.

AGREEMENT

WHEREFORE, the Parties agree and stipulate as follows:

1. Modifications to Option 1. Option 1 will be retained with the following modifications. As set forth more fully in the Revised Tariff Sheets, if Qwest’s cost is less than the Per Lot Cap times the number of lots in the development, Qwest will reimburse the Developer/Builder for Developer provided trench and backfill. The trench reimbursement is \$79.77 per lot, but the trench reimbursement shall be adjusted so that Qwest’s cost plus the trench reimbursement does not exceed the Per Lot Cap times the number of lots in the development.

2. Modification to Option 2. The Parties agree that Option 2 will be retained with the following modifications. As set forth more fully in the Revised Tariff Sheets, Qwest will include a

¹ The OCC originally intervened, but later withdrew from the Docket.

trenching allowance of \$79.77 per lot in its computation of Qwest's actual costs for constructing and installing the facilities per Option 2. The total reimbursement from Qwest will not exceed the originally proposed \$528.40 lot cap allowance.

3. Modifications to Option 3. The Parties agree that Option 3 will be retained with the following modifications. As set forth more fully in the Revised Tariff Sheets, the per lots caps for Option 3 (which are wire center specific) will be based on Staff's recommended amounts as set forth in Staff Exhibit GAK-5 attached to Mr. Klug's pre-filed Cross-Answer Testimony. Qwest will include an estimated trenching allowance, on a project specific basis, in its computation of Qwest's actual costs for Option 3. Option 3 will be subdivided into two alternatives (referred to as Options "3a" and "3b"). Option 3a addresses situations where Qwest installs feeder, distribution and service wire. Option 3b addresses situations where the Developer installs distribution and Qwest installs feeder and service wire. In its calculation of feeder costs, Qwest will apportion said costs on a pro rata basis in recognition of the portion of feeder attributable to the development at issue. Qwest will reimburse Developers on a quarterly basis consistent with its high cost fund receipts over a 5-year reimbursement period.

4. Approval of Engineering Prints. As set forth more fully in the Revised Tariff Sheets, in Options 2 and 3b, Qwest will have ten (10) business days from receipt of said engineering prints from the Developer to approve or deny them.

5. Minor revisions to Section 4.1 of tariff. The Parties have made minor textual changes to Section 4.1 of the existing Tariff to clarify concerns raised by Staff regarding potential confusion over terms and conditions applicable to developers versus line extension applicants.

6. Remaining Provisions of Proposed Tariff Sheets. The Parties agree that the Revised Tariff Sheets are acceptable and in the public interest in all respects. The Developers agree to provide

good faith support for the approval of said Revised Tariff Sheets, which tariff sheets reflect the changes agreed upon by the Parties, whether or not said changes are expressly stated or described in this Agreement.

7. Implementation of Agreement. The Parties request that the Commission authorize Qwest to file tariff sheets identical in form to the *pro forma* Revised Tariff Sheets contained in Exhibit A, having been attached hereto and made a part hereof by this reference, on not less than one day's notice.

8. Agreement for Settlement Purposes. This Agreement is made for settlement purposes only. No Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Agreement. Furthermore, this Agreement does not constitute agreement, by any Party, that any principle or methodology contained within this Agreement may be applied to any situation other than the above-captioned cases. No precedential effect or other significance, except as may be necessary to enforce this Agreement or a Commission order concerning the Agreement, shall attach to any principle or methodology contained in the Agreement.

9. Support of Agreement. All witnesses of the Parties will support all aspects of the agreement embodied in this document in any hearing conducted to determine whether the Commission should approve the Revised Tariff Sheets, comments or testimony filed, other hearing or proceeding, or judicial review. Each Party also agrees that, except as expressly provided in this Agreement, it will take no action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, or contravening the provisions or purposes of this Agreement. Furthermore, each Party represents that, except as expressly provided in this Agreement, in any proceeding in which this Agreement or its subject matter may be raised by a non-party or Staff,

it will support the continued effectiveness of this Agreement. Without prejudice to the foregoing, the Parties expressly reserve the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of or enforce this Agreement, the Revised Tariff Sheets, or the contents of Advice Letter No. 2961 or a Commission order concerning the Agreement, the Revised Tariff Sheets, or the contents of Advice Letter No. 2961. Nothing in this Agreement shall constitute a waiver by any Party with respect to any matter not specifically addressed in this Agreement.

10. Agreement in Effect. This Agreement shall not become effective and shall be of no force and effect until the issuance of a final Commission order approving this Agreement and the Revised Tariff Sheets, which order does not contain any modification of the terms and conditions of this Agreement or the Revised Tariff Sheets that are unacceptable to any of the Parties. In the event the Commission modifies this Agreement or the Revised Tariff Sheets in a manner unacceptable to any Party hereto, that party may withdraw from the Agreement and shall so notify the Commission and the other Parties to the Agreement in writing within ten (10) days of the date of the Commission order. In the event a Party exercises its right to withdraw from the Agreement, this Agreement shall be null and void and of no effect and no force in these or any other proceedings, whether or not any tariff sheets filed pursuant to the terms hereof would otherwise be scheduled to go into effect.

11. Not Evidence. In the event this Agreement becomes null and void or in the event the Commission does not approve this Agreement, this Agreement, as well as the negotiations or discussion undertaken in conjunction with the Agreement, shall not be admissible into evidence in these or any other proceedings.

12. Negotiated Agreement. The Parties state that they have reached this Agreement by means of a negotiated process that is in the public interest, and that the results reflected in this

Agreement are just, reasonable, and in the public interest. Approval by the Commission of this Agreement shall constitute a determination that the Agreement represents a just, equitable, and reasonable resolution of the issue raised in this docket.

13. Rule Waiver Agreement. The Parties agree to a waiver of compliance with any requirements of the Commission's Rules and Regulations to the extent necessary to permit all provisions of this Agreement to be carried out and effectuated.

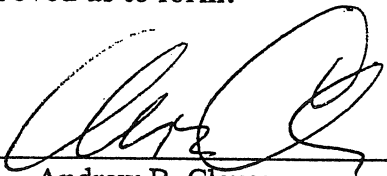
14. Just and Equitable Resolution. Approval by the Commission of this Agreement shall constitute a determination that the Agreement represents a just, equitable and reasonable resolution of all issues that were or could have been contested in this docket.

15. Integrated Agreement. This Agreement is an integrated agreement that may not be altered by the unilateral determination of any Party to the Agreement.

16. Separate Counterparts. This Agreement may be executed in separate counterparts. The counterparts taken together shall constitute the whole Agreement.

Dated this 13th day of January, 2004.

Approved as to form:

By: 

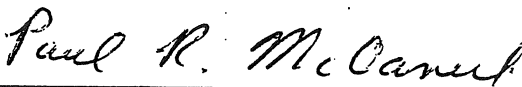
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Attorney for Qwest Corporation

Respectfully submitted,

QWEST CORPORATION

By: 

Paul R. McDaniel

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**HOME BUILDERS ASSOCIATION OF METRO
DENVER, RED CREEK RANCHES, PUEBLO
ASSOCIATION OF HOME BUILDERS, HOUSING
& BUILDING ASSOCIATION OF COLORADO
SPRINGS AND COLORADO ASSOCIATION OF
HOMEBUILDERS**

~~HALE, HACKSTAFF, FRIESEN, LLP~~

By:



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By:



Robert P. Nanfelt

Government Affairs Director
Colorado Association of Homebuilders

Attorneys for Home Builders Association of
Metro Denver, Red Creek Ranches, Pueblo
Association of Home Builders, Housing &
Building Association of Colorado Springs,
and Colorado Association of Home Builders

EXHIBIT “A”

Qwest Corporation

EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20

SECTION 4
First Revised Sheet 1
Cancels Original Sheet 1

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.1 GENERAL

- A. Reasonable rates and charges involve consideration of costs and the degree of risk associated with furnishing telephone service. Certain situations involve substantial extra cost or risk, e.g., 1) the facilities required will be temporary; 2) facilities are ordered in advance of actual customer demand for service; 3) unusual costs are involved in furnishing the service or facilities; 4) exchange service is ordered for areas where the telephone facilities are not available.
- B. The provision of telephone service may require the payment of Construction Charges, land development, special and/or temporary Construction Charges by the customer ordering telephone service or requesting facilities. These charges are in addition to the regular rates and charges applicable for the exchange service provided. In order to remain competitive in the large business service arena, the Company may, at its discretion, reduce requirements and waive charges to owners and developers of high-rise office complexes, shopping malls, office parks and residential multi-dwelling units designed to service multiple occupants or individuals.
- C. The Company shall not be required to provide facilities, at the request of a developer, within new areas of land development unless a contract is signed pursuant to 4.4, following. (T)
(T)
- D. Advance payments or deposits for exchange service, if required under the regulations contained in Section 2 of this Tariff, shall be paid at the time agreement is made between the applicant and the Company to provide such exchange service.
- E. With approval of the Company, arrangements may be made for the payment of Construction Charges in monthly installments spread over a reasonable period, generally not to exceed one year. All unpaid installments become due upon termination of service.

Issued: {

Effective: }

By K. R. Smith, President - Colorado
1005 17th St., Denver, Colorado

Advice No. ~
CO2003-021

Decision No.

Qwest Corporation

EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20

SECTION 4
First Revised Sheet 3
Cancels Original Sheet 3

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.1 GENERAL (Cont'd)

- K. New construction as used herein is defined as the placement of those additional facilities required from the nearest existing working facility within the same wire center. (T)
- L. Reinforcement of existing physical plant will be done at the Company's expense unless Special Construction Charges apply pursuant to another section of this Tariff.
- M. Consistent with the Rules Regulating Telecommunications Service Providers and Telephone Utilities (4 CCR 723-2), prospective customers that are not supplied service within the timeframes established, will be given a written notice stating the cause for delay and the expected date of service.
- N. All necessary construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the impact on the general body of customers.
1. The Company will prioritize capital investments for new service, consistent with regulatory mandates, based primarily upon demand, (the number of customers who will benefit by the proposed investments), with the provision and maintenance of basic service, as defined in the Rules (4 CCR 723-2), having the highest priority. Consistent with this philosophy, central office and feeder plant are prioritized over distribution plant investments, permanent facilities over temporary and main line service over additional lines.

Issued: {

Effective: }

By K. R. Smith, President - Colorado
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

Qwest Corporation

EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20

SECTION 4
First Revised Sheet 5
Cancels Original Sheet 5

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.1 GENERAL (Cont'd)

- O. Where new construction is required, the Company will consult with other utilities to minimize construction costs.
- P. A customer who desires to reserve facilities for future use may request the current delivery of service to the customer's premises. The customer will be responsible for paying all applicable charges pursuant to Company Tariffs.
- Q. If a line extension customer chooses to have a detailed engineering estimate performed to establish an estimated Construction Charge, a \$200.00 engineering fee must be paid prior to the start of the detailed engineering estimate. If the customer elects to proceed with installation of service and pays the estimated Construction Charges, the engineering fee will be credited against the customer's portion of the estimated Construction Charges. If no Construction Charges are applicable and the customer is not required to pay a Construction Charge, the \$200.00 engineering fee will be refunded. If the customer elects not proceed with the installation of service, the Company will retain the \$200.00 engineering fee. (C)
- R. On group line extension applications each customer included in the detailed engineering must pay the \$200.00 engineering fee. For each customer who elects to proceed with installation of the service and pays the estimated Construction Charge, the engineering fee will be credited against that customer's Construction Charges. (C)
- S. Consistent with the rules regulating telecommunications providers and telephone utilities, a written, good faith, cost estimate will be provided to a line extension customer. (C)

Issued: {

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1005 17th St., Denver, Colorado

Advice No. ~

Decision No. |

Qwest Corporation

EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20

SECTION 4
First Revised Sheet 9
Cancels Original Sheet 9

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

A. Description

A Land Development Agreement (LDA) is a written contract entered into between the Company and the Developer/Builder for the provision of distribution facilities, within new areas of land development, for permanent single family dwellings. The LDA may also include the provision of feeder facilities (to reach the development) and service wire depending on the option selected by the Developer/Builder. The Company offers three Agreement options. Option 1, Company Engineered/Designed and Constructed; Option 2, Developer Engineered/Designed and Constructed. Option 3, High Cost Support Reimbursement Option. Option 1 and Option 2 apply to the provision of distribution facilities. Option 3 applies to the provision of feeder (including electronics), distribution and service wire (drop) facilities. (C)

B. Terms and Conditions

1. An LDA is required where Developers/Builders plan to develop ten or more lots. Less than ten lots or projects not included under the definition of a Development will be treated according to the other terms set forth under Construction Charges or Other Special Charges, unless the Company and the Developer/Builder mutually agree to an LDA. Cluster homes and attached dwellings will normally be treated under Other Special Charges, as specified in 4.6.E., unless the Company and the Developer/Builder mutually agree to an LDA. (C)
2. Regardless of the option selected, the Developer/Builder will provide trench and backfill for the facilities. Qwest will reimburse the Developer/Builder the lesser of its costs or the Per Lot Cap adjusted for Developer/Builder provided trenching and backfill. In addition, the Developer/Builder must enter into an LDA with the Company. The LDA will include: (C)
 - a. Description of the subdivision or development including but not limited to: master plans, addresses, recorded plats and phasing maps; (C)
 - b. Trench and backfill plans and specifications;
 - c. Trench excavation and backfill schedules;
 - d. Rights, responsibilities and liabilities associated with trench and backfill work;

(M) Material moved to Sheet 10.

Issued: {

Effective: }

By K. R. Smith, President - Colorado
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

Qwest Corporation

EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20

SECTION 4
First Revised Sheet 10
Cancels Original Sheet 10

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

B.2. (Cont'd)

- e. Provision for notification between the Company and Developer/Builder; such as, an adequate and reasonable advance notification (number of days) prior to the backbone trench date and the completion date of the first living unit; (T)
- f. Coordination of inspection and construction schedules. (C-M)
- 3. The Developer/Builder must provide to the Company two addressed, recorded plats in 24-inch by 36-inch written format. (C-M)
- 4. Trench and backfill will be provided by the Developer/Builder. The surface of the easement area must be brought to within six inches of final grade prior to the installation of communication facilities. (T)
- 5. The Developer, Builder or premises owner will be responsible for the provision of the service lateral trench including a single one-inch conduit, extending from the living unit into the Company's pedestal, with adequate pull string, for future placement of the service drop. Where lot size and service wire drop length is deemed excessive (drop length generally exceeds 300 feet), the Company may, at its discretion, choose to direct bury the service drop in lieu of requiring the developer/builder/premises owner to install this conduit. (C)
- 6. Under Option 1, the Per Lot Cap is \$528.40. Under Option 1, there is no charge to the Developer/Builder as long as the Company's cost does not exceed the Per Lot Cap times the number of lots in the development. If the Company's cost exceeds the Per Lot Cap times the number of lots in the development, the Developer/Builder is responsible for the excess cost. If the Company's cost is less than the Per Lot Cap times the number of lots in the development, the Company will reimburse the Developer/Builder for Developer provided trench and backfill. The trench reimbursement is \$79.77 per lot, but the trench reimbursement shall be adjusted so that Company's cost plus the trench reimbursement does not exceed the Per Lot Cap times the number of lots in the development. Reimbursements made under Option 1 will be specified in the LDA contract. (C)

(M) Material moved from Sheet 9.

(M1) Material moved to Sheet 10.1.

(M2) Material moved to Sheet 10.6.

Issued: {

Effective: }

By K. R. Smith, President - Colorado
1005 17th St., Denver, Colorado

Advice No. ~

Decision No. }

Qwest Corporation

**EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20**

SECTION 4
Original Sheet 10.1

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

B. Terms and Conditions (Cont'd)

- 7. Under Option 2, reimbursements to the Developer/Builder will be the lesser of: 1) the Company's cost for that project plus a trench and backfill allowance of \$79.77 per lot; or 2) the Per Lot Cap of \$528.40 times the number of lots in the development. Reimbursements made under Option 2 will be specified in the LDA contract.
- 8. Under Option 3, the Developer/Builder is responsible for paying the full amount of the construction cost, including trench and backfill, prior to the placement of facilities. Under Option 3, the reimbursement (per working premise) to the Developer/Builder will be the lesser of: 1) The Company's costs (as determined per premise) for that project plus the estimated cost of Developer/Builder provided trench and backfill to serve the development; or 2) the specific wire center cap which is identified in the table below. Reimbursements made under Option 3 will be specified in the LDA contract.

(C)(M)
(C)
(M)

(N)

**PER LOT
WIRE CENTER CAP**

Air Force Academy	AFACCOMA	\$ 911.00
Aguilar	AGLRCOMA	6,455.00
Alamosa	ALMSCOMA	1,350.00
Allenspark	ALPKCOMA	2,502.00
Arvada	ARVDCOMA	695.00
Aspen	ASPECOMA	765.00
Ault	AULTCOMA	3,693.00
Aurora	AURRCOMA	743.00
Monaghan	AURRCOMB	1,332.00
Avondale	AVDLCOMA	4,144.00
Avon	AVONCOMA	1,130.00
Bailey	BALYCOMA	1,853.00
Brighton	BITNCOMA	924.00
Gunbarrel	BLDRCOGB	581.00
Boulder	BLDRCOMA	690.00
Black Forest	BLFSCOMA	1,638.00
Buena Vista	BNVSCOMA	1,828.00
Broomfield	BRFDCOMA	610.00
Breckenridge	BRRGCOMA	1,093.00

(N)

(M) Material moved from Sheet 10.

Issued: { Effective: }

By K. R. Smith, President - Colorado
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

Qwest Corporation

**EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20**

SECTION 4
Original Sheet 10.2

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

B.8. (Cont'd)

		<u>PER LOT WIRE CENTER CAP</u>
Brush	BRSHCOMA	\$1,911.00
Berthoud	BRTHCOMA	1,317.00
Basalt	BSLTCOMA	1,549.00
Bayfield	BYFDCOMA	2,033.00
Canon City	CACYCOMA	1,033.00
Coal Creek Canyon	CCCNCOMA	1,720.00
Clifton	CFTNCONM	645.00
Calhan	CLHNCOMA	4,153.00
Gatehouse	CLSPCO32	1,104.00
Colorado Springs East	CLSPCOEA	835.00
Colorado Springs Main	CLSPCOMA	681.00
Pikeview	CLSPCOPV	902.00
Stratmoor	CLSPCOSM	692.00
Canon City	CNCYCOMA	1,397.00
Copper Mountain	CPMTCOMA	975.00
Craig	CRAGCOMA	1,743.00
Crested Butte	CRBTCOMA	1,407.00
Cripple Creek	CRCKCOMA	2,936.00
Carbondale	CRDLCOMA	1,713.00
Cortez	CRTZCOMA	1,426.00
Castle Rock	CSRKCONM	1,269.00
DeBeque	DBEQCONC	8,099.00
Deckers	DCKRCOMA	6,476.00
Delta	DELTCOMA	1,215.00
Dillon	DLLNCOMA	983.00
Del Norte	DLNRCOMA	2,875.00
Capitol Hill	DNVRCOCH	419.00
Columbine	DNVRCOCL	538.00
Curtis Park	DNVRCOCP	371.00
Cottonwood	DNVRCOCW	526.00
Dry Creek	DNVRCODC	489.00
Denver East	DNVRCOEA	831.00
Denver Main	DNVRCOMA	366.00
Montebello	DNVRCOMB	613.00
Denver Northeast	DNVRCONE	701.00
Denver North	DNVRCONO	766.00
DIA	DNVRCOOU	588.00

(N)

(N)

Issued: {

Effective: }

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Advice No. ~

Decision No.

Qwest Corporation

**EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20**

SECTION 4
Original Sheet 10.3

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

B.8. (Cont'd)

		<u>PER LOT</u> <u>WIRE CENTER CAP</u>
Denver Southeast	DNVRCOSE	\$ 815.00
Smoky Hill	DNVRCOSH	738.00
Sullivan	DNVRCOSL	852.00
Denver South	DNVRCOSO	1,011.00
Denver Southwest	DNVRCOSW	814.00
Denver West	DNVRCOWS	849.00
Durango	DURNCOMA	1,103.00
Eaton	EATNCOMA	1,766.00
Elbert	ELBRCOMA	4,005.00
Elizabeth	ELZBCO01	1,738.00
Aberdeen	ENWDCOAB	456.00
Englewood	ENWDCOMA	797.00
Erie	ERIECOMA	1,596.00
Estes Park	ESPKCOMA	1,007.00
Evergreen	EVRGCOMA	1,095.00
Florence	FLRNCOMA	2,188.00
Fountain	FONTCOMA	845.00
Frederick	FRDRCOMA	1,183.00
Fairplay	FRPLCOMA	4,354.00
Frisco	FRSCCOMA	1,081.00
Fraser	FRSRCOMA	1,423.00
Fruita	FRUTCOMA	1,673.00
Harmony	FTCLCOHM	683.00
Fort Collins	FTCLCOMA	846.00
Fort Lupton	FTLPCOMA	1,088.00
Fort Morgan	FTMRCOMA	1,190.00
Grand Junction	GDJTCOMA	700.00
Grand Lake	GDLKCOMA	1,146.00
Gilcrest	GLCRCOMA	2,704.00
Golden	GLDNCOMA	600.00
Glenwood Springs	GLSPCOMA	919.00
Green Mtn Falls	GMFLCOMA	1,409.00
Gunnison	GNSNCOMA	2,216.00
Parkview	GRELCOJC	643.00
Greeley	GRELCOMA	684.00
Granby	GRNBCOMA	2,201.00
Georgetown	GRTWCOMA	1,574.00

(N)

(N)

Issued: {

Effective: }

By K. R. Smith, President - Colorado
1005 17th St., Denver, Colorado

Advice No. ~

Decision No.

Qwest Corporation

**EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20**

SECTION 4
Original Sheet 10.4

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

B.8. (Cont'd)

		<u>PER LOT WIRE CENTER CAP</u>
Hudson	HDSNCOMA	\$2,654.00
Hillrose	HLRSCOMA	4,626.00
Hot Sulphur Springs	HSSPCOMA	4,539.00
Hayden	HYDNCOMA	4,102.00
Idaho Springs	IDSPCOMA	1,850.00
Johnstown-Milliken	JHMLCOMA	1,269.00
Julesburg	JLBGCOMA	2,752.00
Kiowa	KIOWCONM	4,676.00
Keenesburg	KNBGCOMA	3,499.00
Kremmling	KRNGCOMA	2,733.00
Leadville	LDVLCOMA	1,066.00
Limon	LIMNCOMA	3,149.00
Lookout Mtn	LKMTCOMA	713.00
Lakewood	LKWDCOMA	502.00
Longmont	LNMTCOMA	558.00
Larkspur	LRKSCONM	1,937.00
Lasalle	LSLLCOMA	2,609.00
Highlands	LTTNCOHL	507.00
Littleton	LTTNCOMA	588.00
Loveland	LVLDCOMA	772.00
Lyons	LYNSCOMA	1,832.00
Mead	MEADCOMA	1,438.00
Meeker	MEKRCOMA	5,317.00
Mancos	MNCSCOMA	4,098.00
Monument	MNMTCOMA	879.00
Manitou Springs	MNSPCOMA	843.00
Minturn	MNTRCOMA	2,600.00
Morrison	MRSNCOMA	1,504.00
Montrose	MTRSCOMA	1,346.00
Monte Vista	MTVSCOMA	1,620.00
Mesa Verde	MVNPCOMA	1,191.00
Nederland	NDLDCOMA	1,875.00
Northglenn	NGLNCOMA	647.00
Niwot	NIWTCOMA	1,006.00
Newcastle	NWCSCOMA	2,758.00

(N)

(N)

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**EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20**

**SECTION 4
Original Sheet 10.5**

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

B.8. (Cont'd)

		<u>PER LOT WIRE CENTER CAP</u>
Oak Creek	OKCKCOMA	\$3,786.00
Olathe	OLTHCOMA	1,649.00
Ouray	OURYCOMA	1,712.00
Ovid	OVIDCOMA	6,424.00
Parachute	PACHCO01	1,351.00
Palisade	PLSDCOMA	1,215.00
Penrose	PNRSCOMA	1,493.00
Parker	PRKRCOMA	744.00
Platteville	PTVLCOMA	1,501.00
Pueblo West	PUBLCO06	793.00
Pueblo Main	PUBLCOMA	619.00
Sunset	PUBLCOSU	629.00
Peyton	PYTNCOMA	2,737.00
Ridgeway	RDGWCOMA	2,644.00
Rifle	RIFLCOMA	1,552.00
Salida	SALDCOMA	1,432.00
Security	SCRTCOMA	870.00
South Fork	SFRKCOMA	2,367.00
Silt	SILTCOMA	2,615.00
Silverton	SLTNCOMA	1,887.00
Snowmass	SNMSCOMA	955.00
Sterling	STNGCOMA	1,534.00
Steamboat Springs	STSPCOMA	1,112.00
Table Mesa	TEMACOMA	593.00
Telluride	TLRDCOMA	1,415.00
Trinidad	TRNDCOMA	1,766.00
Vail	VAILCOMA	818.00
Vineland	VNLDCOMA	1,457.00
Ward	WARDCOMA	2,223.00
Woodland Park	WDPKCOMA	1,309.00
Wellington	WGTCOMA	2,253.00
Walsenburg	WLBGCOMA	2,262.00
Weldona	WLDACOMA	4,288.00
Westminster	WMNSCOMA	524.00
Windsor	WNDSCOMA	903.00
Yampa	YAMPCOMA	5,887.00

(N)

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EXCHANGE AND NETWORK
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COLO. P.U.C. No. 20

SECTION 4
Original Sheet 10.6

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

B. Terms and Conditions (Cont'd)

9. The Property Owner/Developer/Builder holding title to the property will grant and convey to the Company all necessary non-exclusive easements (form to be provided by the Company). The easement will provide for the Company to construct, reconstruct, operate, maintain and remove such telecommunications facilities, and appurtenances, from time to time, as the Company may require upon, over, under and across the property. (T)(M)
(C)
- The width and length of the easement will be determined at the time of the request. In general, all easements will be a standard width of eight feet along the front and rear lot lines and five feet wide along all side lot lines unless otherwise agreed upon. Easements can also be modified to comply with local conditions, ordinances or restrictions. Additional cost associated with the cost of acquiring easements will be paid by the Property Owner/Developer/Builder. (C)
(C)
10. In all cases, the Company retains ownership of the installed plant. (T)
11. In areas where the Company has existing trench and backfill agreements with local power utilities, the Developer/Builder shall be responsible for the Company's portion of the trench and backfill costs. (T)
12. Distribution facilities covered by an LDA cannot be used for subsequent developments until they are covered by a new LDA. (T)
(M)

(M) Material moved from Sheet 10.

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EXCHANGE AND NETWORK
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SECTION 4
First Revised Sheet 11
Cancels Original Sheet 11

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS (Cont'd)

C. Options

The Company offers three Land Development Agreement Options. In order to assist the Developer/Builder in choosing Option 1, Option 2 or Option 3, the Developer/Builder may request Qwest to provide a good faith engineering estimate. Qwest will generally provide the engineering estimate within ten (10) business days. A fee for providing this engineering estimate will be charged to the Developer/Builder. The fee for the engineering estimate will be \$430.00 (for a project less than 100 lots/dwellings) or \$640.00 (for a project greater than or equal to 100 lot/dwellings). If the Developer/Builder chooses Option 1, the fee is applied against the overall cost of the project. If the Developer/Builder chooses Option 2, the fee is deducted from the Developer's reimbursement. If the Developer/Builder chooses Option 3, the fee is either applied against the overall cost of the project (for conventional Option 3) or is deducted from the Developer's reimbursement (for reverse Option 3).

1. Option 1 – Conventional LDA: Facilities Engineered, Designed, Placed and Spliced by the Company:
 - a. Using standard Company specification and timeframes, the Company will engineer, design, secure all materials and provide the labor to place and test the facilities within the development. There is no charge to the Developer/Builder as long as the Company's cost does not exceed the Per Lot Cap times the number of lots in the development. See B.6.
 - b. A schedule commitment for all Company facilities (including Feeder) to serve the project will be included in the LDA contract, contingent on the Developer/Builder providing adequate and reasonable advance notification regarding opening of the trench. If the Company misses the trench date after being provided adequate and reasonable advance notification, the Company will be responsible for re-opening, backfilling and compacting the trench at the Company's expense.

(M) Material moved to Sheet 11.1.

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SECTION 4
Original Sheet 11.1

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

C. Options (Cont'd)

2. Option 2 – Reverse LDA (RLDA): Facilities Engineered, Designed, Placed and Spliced by the Developer/Builder: (C)(M)
(C)
- a. Using standard Company specifications, the Developer/Builder will engineer, design, secure all material and provide the labor to place the facilities within the development.
- b. The Developer's/Builder's job prints and material list shall be submitted to the Company for approval. Within ten (10) business days, the Company shall review Developer's/Builder's job prints and material list and notify Developer/Builder of its approval or denial of the job prints and material list. The Developer's/Builder's job prints and material list must be approved by the Company prior to the construction of the facilities. (C)
- c. The Developer/Builder must provide a written request that the Company inspect the placement of the facilities and perform conformance testing. A Company conformance testing commitment schedule will be included in the RLDA contract, contingent on the Developer/Builder providing adequate and reasonable advance notification concerning completion of work. (C)
- d. Once work is complete and the Company has inspected the facilities, the Developer/Builder will transfer ownership of all facilities placed to the Company. Prior to the transfer, all costs for the facilities and work shall have been paid in full. The transfer will be free and clear of any and all liens and encumbrances and shall be accompanied by an indemnification holding the Company harmless from all claims arising from the purchase and placement of the facilities.
- e. Once the Company has accepted the facilities, the Company will reimburse the Developer/Builder, pursuant to the RLDA contract. See B.7. (C)(M)

(M) Material moved from Sheet 11.

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EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20

SECTION 4
Original Sheet 11.2

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

C. Options (Cont'd)

3. Option 3A – Conventional High Cost Support Reimbursement Option: Facilities Engineered, Designed, Placed and Spliced by the Company: (N)
- a. Under Option 3A, the Company will engineer, design, secure all materials and provide the labor to place, splice and test the distribution/drop facilities within the development and to extend feeder facilities from the closest existing telecommunications facilities of the Company to the development. Under Option 3, the Developer/Builder is responsible for paying the cost of all Company provided loop facilities such as feeder (and electronics), distribution and service wire (drop) prior to the construction of the facilities. The Company will pro-rate the feeder costs consistent with the development's portion of the feeder being installed.
- b. A schedule commitment for all Company facilities (including Feeder) to serve the project will be included in the LDA contract, contingent on the Developer/Builder providing adequate and reasonable advance notification regarding opening of the trench. If the Company misses the trench date after being provided adequate and reasonable advance notification, the Company will be responsible for re-opening, backfilling and compacting the trench at the Company's expense.
- c. Once the Company has completed the construction of Company provided facilities within (and to reach) a land development area, the Company will reimburse the Development/Builder per B.8., preceding, for each Customer that establishes permanent service at a premises during a period of five (5) years from the date of construction completion (i.e., ready for service). Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premise regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. In the event the development contains lots or premises after five (5) years from the date of construction completion (i.e., ready for service) for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder. Reimbursements shall be provided to Developer/Builder each quarter following the establishment of permanent telephone service at a premise. (N)

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EXCHANGE AND NETWORK
SERVICES TARIFF
COLO. P.U.C. No. 20

SECTION 4
Original Sheet 11.3

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

C. Options (Cont'd)

4. Option 3B – Reverse High Cost Support Reimbursement Option: Feeder and Service Wire (Drop) Facilities Engineered, Designed, Placed and Spliced by the Company and Distribution Facilities Engineered, Designed, Placed and Spliced by the Developer/Builder:
 - a. Under Option 3B, the Company will engineer, design, secure all materials and provide the labor to place, splice and test the service wire (drop) facilities within the development and to extend feeder facilities from the closest existing telecommunications facilities of the Company to the development. Using standard Company specifications, the Developer/Builder will engineer, design, secure all material and provide the labor to place the distribution facilities within the development. Under Option 3B, the Developer/Builder is responsible for paying the cost of all Company provided loop facilities such as feeder (and electronics) and service wire (drop) facilities prior to the construction of the facilities. The Company will pro-rate the feeder costs consistent with the development's portion of the feeder being installed.
 - b. The Developer's/Builder's job prints and material list shall be submitted to the Company for approval. Within ten (10) business days, the Company shall review Developer's/Builder's job prints and material list and notify Developer/Builder of its approval or denial of the job prints and material list. The Developer's/Builder's job prints and material list must be approved by the Company prior to the construction of the facilities.
 - c. The Developer/Builder must provide a written request that the Company inspect the placement of the distribution facilities and perform conformance testing. A Company conformance testing commitment schedule will be included in the contract, contingent on the Developer/Builder providing adequate and reasonable advance notification concerning completion of work.

(N)

(N)

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EXCHANGE AND NETWORK
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SECTION 4
Original Sheet 11.4

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS

C.4. (Cont'd)

- d. Once work is complete and the Company has inspected the distribution facilities, the Developer/Builder will transfer ownership of all facilities placed to the Company. Prior to the transfer, all costs for the facilities and work shall have been paid in full. The transfer will be free and clear of any and all liens and encumbrances and shall be accompanied by an indemnification holding the Company harmless from all claims arising from the purchase and placement of the distribution facilities. (N)
- e. Once the Company has accepted the distribution facilities provided by the Developer/Builder and completed the construction of Company provided facilities within (and to reach) a land development area, the Company will reimburse the Development/Builder per B.8., preceding, for each Customer that establishes permanent service at a premises during a period of five (5) years from the date of construction completion (i.e., ready for service). Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premise regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. In the event the development contains lots or premises after five (5) years from the date of construction completion (i.e., ready for service) for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder. Reimbursements shall be provided to Developer/Builder each quarter following the establishment of permanent telephone service at a premise. (N)

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EXCHANGE AND NETWORK
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SECTION 4
First Revised Sheet 12
Cancels Original Sheet 12

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.4 LAND DEVELOPMENT AGREEMENTS (Cont'd)

D. Definitions

The following definitions are applicable to Land Development Agreements only.

Average Exchange Loop Investment

The average investment for each loop as calculated by the Company. The Average Exchange Loop Investment includes all investment necessary to provide facilities from the central office to a customer's point of demarcation.

Developer/Builder

The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or legal entity recognized by law and requesting service from the Company in advance of customer demand.

(T)
(C)
(C)

Development

Parcel of land divided into ten or more lots for single family residences and having a specific build out schedule. Land which is being subdivided for the sole purpose of improving and preparing the land for sale (and where a build out schedule is not specified) will not usually qualify as a Development.

(C)
|
(C)

Distribution Facilities

All Company facilities between the feeder facilities and the pedestal, terminal or like device. This does not include the drop wire.

Drop Wire

The facilities between the pedestal, terminal or like device and the demarcation point located on or near the customer's premises.

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