



Qwest Corporation

Advice No. 2961

Denver, Colorado  
June 30, 2003

The Public Utilities Commission  
of the State of Colorado  
Logan Tower - Office Level 2  
1580 Logan Street  
Denver, Colorado

The accompanying tariff sheets, issued by Qwest Corporation ("Qwest") are sent to you for filing in compliance with the requirements of the Public Utilities Law.

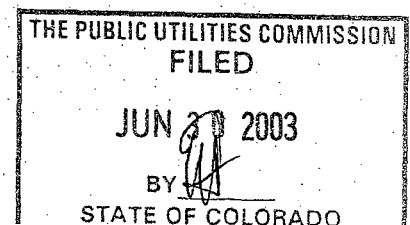
Colo. P.U.C.			Cancels	
Sheet	Revision		Colo. P.U.C.	
No.	No.	Title of Page	Sheet	Revision
No.	No.		No.	No.

Exchange and Network Services Tariff  
Colorado P.U.C. No. 20

Section 4: Construction Charges And Other Special Charges

9	1	9	Original
10	1	10	Original
10.1	Original	-	-
11	1	11	Original
11.1	Original	-	-
12	1	12	Original

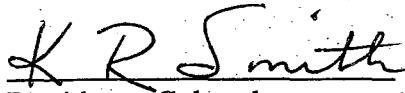
The purpose of this tariff filing is to modify the manner in which Qwest enters into agreements with developers and homebuilders for the pre-provision of distribution facilities in new areas of land developments. This tariff was developed with the cooperation and input of the developer/homebuilder industry. Letters demonstrating homebuilder support of the tariff is attached with this filing.

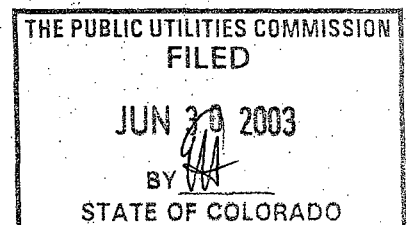


Page 2  
Advice No. 2961

As part of this filing, Qwest affirms that the new tariff provisions were provided to the following associations: Home Builders Association of Metropolitan Denver, Homebuilder Association of Northern Colorado, Homebuilder Association of Northwestern Colorado, Homebuilder Association of Southwest Colorado, Colorado Springs Homebuilders Association and the Pueblo Association of Homebuilders.

It is requested that this Advice Letter become effective on July 31, 2003. Questions concerning this filing should be directed to Matt Kruzick on 303-896-7841.

  
President - Colorado





C03-0817

4585 Hilton Parkway, Suite 100  
Colorado Springs, CO 80907  
719/592-1800  
Fax 719/260-8398  
www.cshba.com

June 23, 2003

Mr. Matt Kruzick  
Manager, Regulatory Affairs  
Qwest Communications Corporation  
1005 17<sup>th</sup> Street, Room 200  
Denver, CO 80202

Re: Land Development Agreement Tariff Revision

Dear Mr. Kruzick:

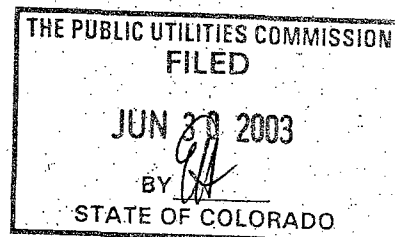
Over the last several months, representatives of the Colorado Springs Housing and Building Association Utilities Committee have participated in negotiations with Qwest Communications regarding proposed revisions to Section 4.4 of the Exchange and Network Services Tariff.

On June 18, 2003, the Board of Directors of the Colorado Springs Housing and Building Association voted unanimously to support the proposed revision to Section 4.4 of the tariff as reflected in the June 13, 2003 draft.

It is recognized that the proposed tariff revisions defer resolution of significant Qwest scheduling and performance issues to a forthcoming re-write of Qwest's Land Development Agreement contracts. We look forward to participating with Qwest in the re-write of those contracts in the same spirit of fairness and cooperation that was demonstrated in the tariff negotiations.

Sincerely,

Ben Bustos  
Utilities Committee Chairman  
Housing and Building Association of Colorado Springs



**Melody Homes Inc.**

a D.R. HORTON COMPANY

June 17, 2003

Mr. Matt Kruzick  
Manager, Regulatory Affairs  
Qwest Communications  
1005 17<sup>th</sup> Street  
Denver, Colorado 80202

Dear Mr. Kruzick:

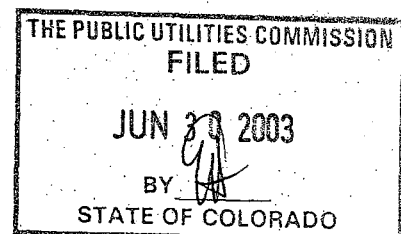
I would like to take this opportunity on behalf of myself and Melody Homes, Inc. to thank you and the Qwest organization for allowing and encouraging the participation of members of the Home Builder's Association in the redrafting of the land development agreement tariff.

Melody Homes feels that the level of cooperation and collaboration used allowed us to achieve a redraft that is fair and equitable to the home building industry.

Sincerely,

Harold F. Candela  
Construction Manager

/gc



**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 agreement 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 Company offers two Agreement options. Option 1, Company Engineered/Designed and Constructed; Option 2, Developer Engineered/Designed and Constructed.

(C)  
(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.
2. Regardless of the option selected, the Developer/Builder will provide trench and backfill for the facilities. In addition, the Developer/Builder must enter into an LDA with the Company. The LDA will include:
  - a. Description of the subdivision or development including but not limited to: master plans, addresses, recorded plats and phasing maps;
  - b. Trench and backfill plans and specifications;
  - c. Trench excavation and backfill schedules;
  - d. Rights, responsibilities and liabilities associated with trench and backfill work;
  - 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;
  - f. Coordination of inspection and construction schedules.
3. The Developer/Builder must provide to the Company two addressed, recorded plats in 24-inch by 36-inch written format.

(C)  
|  
(C)

(C)  
(C)

(C)  
(C)

(C)

(C)  
(C)

Issued: 06-30-2003

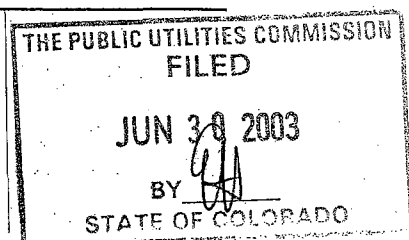
Effective: 07-31-2003

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

Advice No. 2961

Decision No.

CO2003-021



## 4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

## 4.4 LAND DEVELOPMENT AGREEMENTS

## B. (Cont'd)

4. All costs associated with trench and backfill will be borne 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.
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.
6. Charges to be borne by the Company and/or reimbursements (made under a reverse LDA project) will be the lesser of: 1) the Company's costs for that project; or 2) the Per Lot Cap times the number of lots in the development. The Per Lot Cap is the maximum allowance provided and will be based on the Distribution portion of the average statewide exchange loop investment as determined by the Commission in Docket 99A-577T. The Per Lot Cap is calculated to be \$528.40. Charges borne by the Company and/or reimbursements (made under a reverse LDA project) will be specified in the LDA contract.

(C)

(C)  
(M)

(M) Material moved to Sheet 10.1.

Issued: 06-30-2003

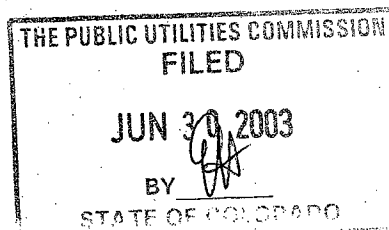
Effective: 07-31-2003

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

Advice No. 2961

Decision No.

C02003-021



## 4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

## 4.4 LAND DEVELOPMENT AGREEMENTS

## B. (Cont'd)

7. 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. (M)

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)

8. In all cases, the Company retains ownership of the installed plant.
9. 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. (C)
10. Distribution facilities covered by an LDA cannot be used for subsequent developments until they are covered by a new LDA. (M)

(M) Material moved from Sheet 10.

Issued: 06-30-2003

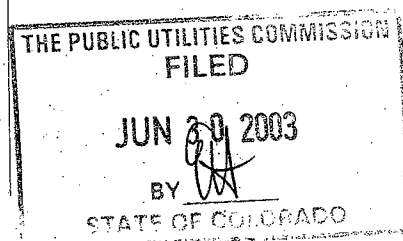
Effective: 07-31-2003

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

Advice No. 2961

Decision No.

CO2003-021



## 4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

## 4.4 LAND DEVELOPMENT AGREEMENTS (Cont'd)

## C. Options

The Company offers two Land Development Agreement Options. In order to assist the Developer/Builder in choosing Option 1 or Option 2, 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.

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 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.

Issued: 06-30-2003

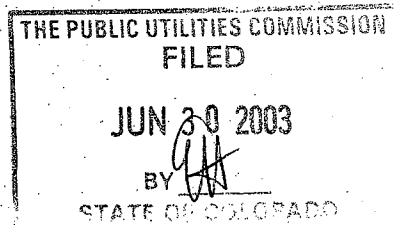
Effective: 07-31-2003

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

Advice No. 2961

Decision No.

CO2003-021





**Qwest Corporation**

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

**SECTION 4**  
Original Sheet 11.1

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES****4.4 LAND DEVELOPMENT AGREEMENTS****C. (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 must be submitted to the Company for approval, and 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)  
(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.6. (C)(M)

(M) Material moved from Sheet 11.

Issued: 06-30-2003

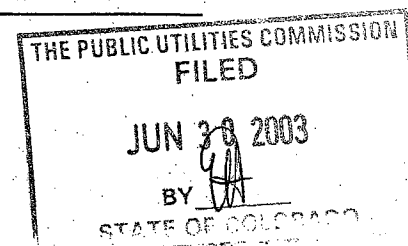
Effective: 07-31-2003

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

Advice No. 2961

Decision No.

CO2003-021



## 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.

Issued: 06-30-2003

Effective: 07-31-2003

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

Advice No. 2961

Decision No.

C02003-021

