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RECEIVED FILED 2004 JUL 19 PM 3:59 IDAHO PUBLIC UTILITIES COMMISSION

#### BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF OWEST CORPORATION AND TIME WARNER TELECOM OF IDAHO LLC FOR APPROVAL OF A WIRELINE INTERCONNECTION AGREEMENT PURSUANT TO 47 U.S.C. §252(E)

CASE NO.: <u>OWE-T-04-</u>20

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

Qwest Corporation ("Qwest") and Time Warner Telecom of Idaho LLC ("Time Warner") hereby jointly file this Application for Approval of Amendments to the Interconnection Agreement, which was submitted to the Idaho Public Utilities Commission for approval on July 19, 2004 (the "Agreement"). These amendments provide for Single Point of Presence, Collocation Decommission, and Collocation Available Inventory, respectively "Amendments"). A copy of the Amendments are submitted herewith.

These Amendments were reached through voluntary negotiations without resort to mediation or arbitration and are 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.

Time Warner and Qwest respectfully submit these Amendments provide no basis for either of these findings, and, therefore jointly request that the Commission approve these Amendments expeditiously. These Amendments are 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 these Amendments will enable Time Warner to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Time Warner and Qwest further request that the Commission approve these Amendments without a hearing. Because these Amendments were reached through voluntary negotiations, they do not raise issues requiring a hearing and do not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 19<sup>th</sup> day of July, 2004.

Qwest Coxporation

Mary S. Hobson

Stoel Rives LLP, Attorneys for Qwest

and

Tina Davis

Time Warner Telecom of Idaho LLC

#### **CERTIFICATE OF SERVICE**

I hereby certify that on this 19<sup>th</sup> day of July, 2004, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENTS TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary	X Hand Delivery
Idaho Public Utilities Commission	U. S. Mail
472 West Washington Street	Overnight Delivery
Boise, Idaho 83720-0074	Facsimile
jjewell@puc.state.id.us	Email
Tina Davis Time Warner Telecom 10475 Park Meadows Drive Littleton, CO 80124 Telephone: (303) 566-1279 Facsimile: (303) 566-1010 tina.davis@twtelecom.com	Hand Delivery  X U. S. Mail Overnight Delivery Facsimile Email
Brian Thomas	Hand Delivery
Time Warner Telecom	X U. S. Mail
233 Taylor Avenue North	Overnight Delivery
Seattle, WA 98101	Facsimile
Telephone: (206) 676-8090	Email
Facsimile: (206) 676-8001	
brian.thomas@twtelecom.com	
	Brandi L. Hearhart
	Brandi L. Gearhart, PLS

Legal Secretary to Mary S. Hobson

Stoel Rives LLP

# Single Point of Presence (SPOP) Amendment to the Interconnection Agreement Between Time Warner Telecom of Idaho LLC and Qwest Corporation For the state of Idaho

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

#### **RECITALS**

WHEREAS, the Parties entered into a new Interconnection Agreement for service in the State of Idaho ("Agreement"); and

WHEREAS, the Parties wish to amend the aforementioned Agreement by adding the terms and conditions contained herein; and

WHEREAS, the Agreement and this Amendment will be filed concurrently with the Idaho Public Utilities Commission ("Commission").

#### **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 terms, and conditions for Single Point of Presence ("SPOP") in the LATA as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original Agreement by entering into this Amendment for SPOP.

#### 2. Effective Date.

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

#### 3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the

written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

#### 4. Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Time Warner Telecom of Idaho LLC  By: Time Warner Telecom Holdings Inc., its sole member	Qwest Corporation
Authorized Signature	Authorized Signature
Tina Davis  Vice President and  Name Printed/Type Seputy General Counsel	L. T. Christensen  Name Printed/Typed
Title	<u>Director – Interconnection Agreements</u> Title
JUL 0 7 2004  Date	7/14/04 Date

#### Attachment 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows CLEC to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the SPOP utilizing trunking as described following.

- 1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as CLEC's physical point of presence.
- 1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.
- 1.3 Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:
  - 1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem, subject to the 512 CCS rules. Alternatively, CLEC may choose to use the Qwest access tandem for local traffic in those circumstances where the traffic volumes (less than 512 CCS) do not justify direct connection to the Qwest local tandem. When there is a DS1's worth of local traffic (512 CCS) between CLEC's SPOP and those Qwest end offices subtending a Qwest local tandem, CLEC will order a direct trunk group to the Qwest local tandem.
    - 1.3.1.1 When CLEC has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, CLEC may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. CLEC will be required to submit an electronic letter on CLEC letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and CLEC specific NPA-NXXs for the local tandems. In addition, CLEC will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.
  - 1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
  - 1.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:
  - 1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic

- terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
- 1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
  - 1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.
- 1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, Qwest, at CLEC's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. CLEC should apportion per minute of use (MOU) charges appropriately.
- 1.5 Qwest assumes CLEC will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, CLEC must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, CLEC must order LIS trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should CLEC accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA. Should CLEC not be utilizing the option of interconnecting at the access tandem for local, due to low volume of local traffic under the circumstances described in 1.3.1, CLEC needs trunking only to each local tandem where it has a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

- 1.6 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will jointly provision and construct facilities to a midpoint of the span, each at its own cost.
- 1.7 CLEC will provide notification to all Co-Providers in the local calling areas of CLEC's change in routing when CLEC chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

#### 1.8 Ordering

- 1.8.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.
- 1.8.2 CLEC will issue ASRs to disconnect/new connect existing access tandem trunk groups to convert them to SPOP trunk groups.
- 1.8.3 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA" and the SPEC Field must carry "SPOLATA."

## EXHIBIT A SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver. Or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network. In addition, CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem.

Should misrouted traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.

#### **Interconnection Amendment Commentary**

Carrier:	Time Warner Telecom, Inc.,			
Agreement Number:	CDS-040622-0001-AZ CDS-040622-0002-CO CDS-040622-0003-ID			
State:	AZ & ID			
Negotiator:	Sales			
Prepared By (CD&S):	Luba Hromyk			
Type of Amendment:	Collocation Available Inventory			
Date Received by Qwest:	7/8/04			
Date Signed by Qwest:				
Commentary: (Provide Section reference numbers) Significant Changes (Include changes that deviate from standard product/process):				
Other comments (Language changes not requiring product/process changes):				
COMMENTARY: The standard template for Collocation Available Inventory was prepared with no substantive changes.				

Luba Hromyk Qwest Legal Dept/CD&S 1801 California St., Suite 900 Denver, CO 80202 Tel No. 303-383-6544 Fax No. 303-383-6664 Luba.Hromyk@qwest.com

PAP NO Yes (circle one)

#### Collocation Decommission Amendment to the Interconnection Agreement between Qwest Corporation and Time Warner Telecom of Idaho LLC In the State of Idaho

This is an Amendment ("Amendment") for Collocation Decommission to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Time Warner Telecom of Idaho LLC, a Delaware limited liability company ("TWTC or CLEC"). TWTC and Qwest shall be known jointly as the ("Parties").

#### **RECITALS**

WHEREAS, the Parties entered into a new Interconnection Agreement for service in the State of Idaho ("Agreement"); and

WHEREAS, the Parties wish to amend the aforementioned Agreement by adding the terms and conditions contained herein; and

WHEREAS, the Agreement and this Amendment will be filed concurrently with the Idaho Public Utilities Commission ("Commission").

#### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Decommission as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

#### **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, TWTC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. TWTC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met unless other time frames have been mutually agreed to by the Parties. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment,

with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the TWTC's bills shall be deemed accurate and adjusted without error.

#### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

#### **Entire Agreement.**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Time Warner Telecom of Idaho LLC By: Time Warner Telecom Holdings Inc., its sole member	Qwest Corporation
Signature	hT Clearting Signature
Name Printed/Typed	L.T. Christensen  Name Printed/Typed
Title Tina Davis Vice Procident and Deputy General Counsel	Director – Interconnection Agreements Title
Date JUL 07 7507	Date //

#### ATTACHMENT 1

#### **Collocation Decommission**

If terms and conditions for Collocation Decommissioning are included in CLEC's Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

#### 1.0 Description

- 1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.
- 1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.
- 1.3 All other types of Collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).
- 1.4 A request for Decommissioning is irrevocable once Qwest accepts the Application, unless otherwise agreed to by the Parties.

#### 2.0 Terms and Conditions

- 2.1 A Collocation site will be considered eligible for decommissioning after the site is builtout and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).
- 2.2 If the site to be decommissioned is physical (caged or cageless) Collocation, Qwest requests CLEC to remove equipment prior to submitting a Decommissioning Application, as such term is defined in section 4.1 hereof. If the site to be decommissioned is Virtual Collocation, Qwest requests CLEC to groom existing facility(ies) onto another suitable facility or disconnect the existing facility prior to equipment removal.
- 2.3 If CLEC does not remove equipment within thirty (30) calendar days from Qwest's written e-mail acceptance of the Decommissioning Application, Qwest will send a written notification via e-mail stating the equipment is considered abandoned.
  - 2.3.1 Upon receiving such notification of abandonment from Qwest, CLEC will have fifteen (15) calendar days to notify Qwest that the equipment is not abandoned and to remove the equipment. Upon written request, Qwest agrees to approve additional time for removal in the event circumstances warrant an extension, which approval shall not be unreasonably withheld, conditioned, or denied.
  - 2.3.2 If CLEC does not remove the equipment in question within said fifteen (15) calendar days, or as agreed upon in writing, extension of time, pursuant to Section 2.3.1, Qwest will send a final written notification via e-mail and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

- 2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within forty-five (45) calendar days.
  - 2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment in a reasonable period of time.
  - 2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.
- 2.4 Prior to submitting a Decommissioning Application, financial obligations with respect to the specific Collocation site to be decommissioned must be current, with the exception of formally disputed charges.
  - 2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) days past due. Such financial obligations are additional to the charges, if any, set forth in this amendment.
- 2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Application. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.
- 2.6 Prior to disconnecting the circuits associated with the Collocation site, CLEC must notify, in writing, all current end users and service customers of the discontinuation of service.
- 2.7 CLEC must submit an e-mail notification attached to the Collocation Decommissioning Application Form representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Collocation Decommissioning Application Form.
- 2.8 Intentionally left blank.
- 2.9 When submitting a Decommissioning Application for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:
  - 2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.
  - 2.9.2 CLEC submitting the Decommissioning Application must:
    - 2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.
    - 2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Application, the Application will be rejected as incomplete after written notice (rejection) of the failure has been provided to CLEC with a reasonable opportunity to cure, (re-submission of the Application).

- 2.10 CLEC will be eligible for reimbursement on the re-usable elements (including, but not limited to, cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one (1) calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished via e-mail within ninety (90) calendar days or sooner, of the Decommission Application acceptance identifying the re-useable elements and the potential credit.
- 2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site less normal wear and tear. This provision does not apply to Virtual Collocation.

#### 3.0 Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

#### Rates:

- 3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,
- 3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

#### 4.0 Ordering

- 4.1 The decommission process requires the submission of a "Collocation Decommissioning Application Form".
- 4.1.1 The Collocation Decommissioning Application Form is located on the Qwest web at: <a href="http://www.qwest.com/wholesale/pcat/collocation.html">http://www.qwest.com/wholesale/pcat/collocation.html</a>
  - 4.1.2 The Decommissioning Application should be submitted to: <a href="mailto:colo@gwest.com">colo@gwest.com</a> and <a href="mailto:rfsmet@gwest.com">rfsmet@gwest.com</a>.
  - 4.1.3 Qwest will notify CLEC within one (1) business day if the prerequisites have been met. Qwest will validate the order within two (2) business days from receipt of the Collocation Decommissioning Application Form.

### EXHIBIT A IDAHO RATES

IDAHO		
* Per 1/2 hour or fraction thereof	Recurring Non Recurri	ng
* Additional Labor Other – Basic	\$27.70	В
* Additional Labor Other Overtime	\$36.98	В
* Additional Labor Other – Premium	\$46.29	В
Additional Dispatch	\$87.98	В

#### Notes:

[B] Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.