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IDAHO PUBLIC  
UTILITIES COMMISSION

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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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AT&T CORP., a New York Corporation;  
AT&T COMMUNICATIONS OF THE  
MOUNTAIN STATES, INC., a Colorado  
Corporation,

Complainants,

vs.

QWEST CORPORATION, a Colorado  
Corporation,

Respondent.

**Case No. ATT-T-04-1**

**COMPLAINT**

AT&T Corp., and AT&T Communications of the Mountain States, Inc. (collectively “AT&T”), by and through its attorneys, Holland & Hart, hereby complains against Qwest Corporation (“Qwest”), as follows:

### **PARTIES**

1. Claimant AT&T Corp. is a public utility that provides telecommunications services in the State of Idaho and other states by and through its affiliate AT&T Communications of the Mountain States, Inc. The Idaho Public Utilities Commission (“Commission”) has granted AT&T certification to provide long distance and local exchange telecommunication service in Idaho. AT&T’s principal place of business is One AT&T Way, Bedminster, New Jersey 07921.

2. Respondent Qwest is a public utility and a certified provider of long distance and local exchange telecommunications services in the State of Idaho and other states. Qwest’s principal place of business is 1801 California Street, Denver, Colorado 80202.

### **JURISDICTION AND VENUE**

3. Jurisdiction over this dispute is properly held by the Commission pursuant to Idaho Code §§ 61-315, 61-501, 61-502, 61-503, 61-514, and 61-641, *et. seq.* The State of Idaho has certified to the Federal Communications Commission (“FCC”) that it regulates the rates, terms and conditions for pole attachments, which includes conduits. *See Public Notice, States That Have Certified That They Regulate Pole Attachments*, 7 FCC Rcd. 1498 (1992), attached hereto as Exhibit 1.

4. Qwest is a certified long distance and local exchange carrier that owns or controls conduit in the State of Idaho and elsewhere. Such conduits are used for purposes of wire communications.

5. AT&T owns communications facilities that occupy Qwest's conduit.

6. Qwest and AT&T are direct competitors in local and long distance telecommunications service.

7. AT&T has the right of access to Qwest conduit on just, reasonable and non-discriminatory rates, terms and conditions. *See* 47 U.S.C. § 224; Idaho Code §§ 61-301, 61-315.

8. AT&T occupies Qwest-owned conduit in Idaho pursuant to "General License Agreement for Conduit Occupancy Between The Mountain States Telephone and Telegraph Company and The American Telephone and Telegraph Company for the State of Idaho, dated May 28, 1988" ("Conduit License Agreement") and Licenses executed pursuant thereto. *See* Conduit License Agreement attached hereto as Exhibit 2; Licenses attached hereto as Exhibit 3.

9. AT&T also occupies Qwest-owned conduit pursuant to an "Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunication Services Between Qwest Corporation and AT&T Communications of the Mountain States, Inc. in the State of Idaho" ("Interconnection Agreement" or "Agreement") dated May 4, 2004 and approved by the Commission on June 22, 2004. *See* Interconnection Agreement attached hereto as Exhibit 4. *See also In the Matter of the Joint Application of Qwest Corporation and AT&T Communications of the Mountain States, Inc. for Approval of an*

*Interconnection Agreement Pursuant to 47 U.S.C. § 252(e)*, Case No. QWE-T-04-9, Order No. 29530 (June 22, 2004). Prior to the adoption of this Agreement, the parties had operated under an alternative Interconnection Agreement adopted September 15, 1998. *See* Agreement for Local and Wireline Network Interconnection and Service Resale (“1998 Interconnection Agreement”), attached hereto as Exhibit 5. *See also In the Matter of AT&T Communications of the Mountain States, Inc. Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 of the Rates, Terms and Conditions of Interconnection with U S West*, Case No. USW-T-96-15, ATT-T-96-2, Order No 27738 (Sept. 15, 1998).

### **GENERAL ALLEGATIONS**

10. AT&T currently occupies approximately 138,607 feet of Qwest’s conduit in the State of Idaho. *See* Qwest Conduit Licenses, attached hereto as Exhibit 3; Qwest Conduit Invoices, attached hereto as Exhibit 6.

11. The Conduit License Agreement does not establish rates. Rather, the individual Licenses issued pursuant to the Agreement set forth the rates. *See* Qwest Conduit Licenses (Exh. 3).

12. Similarly, the 1998 Interconnection Agreement between the parties does not set forth a specific rate for conduit rental. Instead, the Agreement requires Qwest to provide AT&T “equal and non-discriminatory access to poles, ducts, conduit and ROW and any other pathways on terms and conditions equal to that provided by [Qwest] to itself or to any other Person.” Interconnection Agreement at § 47.4.5 (Exh. 5).

13. Qwest makes its conduit rental rate publicly available in its Statement of Generally Available Terms and Conditions (“SGAT”) on file at the Idaho Public Utilities Commission. *See* Idaho SGAT § 10.7.12, attached hereto as Exhibit 7. *See also In the Matter of Determining*

*Prices for Unbundled Network Elements (UNE) in Qwest Corporation's Statement of Generally Available Terms (SGAT)*, Case No. QWE-T-01-11, Order No. 29408 (Jan. 2, 2004).

14. Qwest's published SGAT conduit rate set forth below is "just, reasonable and nondiscriminatory" and consistent with 47 U.S.C. § 224 and Idaho Code § 61-301. *Id.*

15. The current Interconnection Agreement between the parties states that Qwest's conduit rental fees "are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission . . . ." The Agreement sets forth the conduit occupancy rate by attaching a copy of Qwest's January 2004 SGAT as an Exhibit to the Agreement. *See* Interconnection Agreement at 10.8.3 and Exhibit A (Exh. 4 attached hereto).

16. However, Qwest currently charges AT&T rates ranging from \$2.75 to \$3.25 per foot per year to occupy its conduit in Idaho. *See* Conduit Invoices attached hereto as Exhibit 6.

17. Qwest's publicly available SGAT identifies Qwest's conduit rental rate as \$0.31. *See* Idaho SGAT Spreadsheet § 10.7.12 (Exh. 7). Upon information and belief, this is a just and reasonable rate for conduit occupancy. Although this is the publicly filed rate and approximates levels that AT&T believes would be generated under the FCC's conduit formula, Qwest continues to charge AT&T the higher \$2.75 to \$3.25 per foot rates.

18. Beginning in February, 2000 and continuing through December, 2003, AT&T attempted to re-negotiate Qwest's conduit rental rates to be consistent with the rates that would be produced under the FCC's formula and/or the rates at which Qwest offers conduit to other telecommunications companies. AT&T's attempts have not been successful.

## **REQUEST FOR RELIEF**

19. This Commission is charged with ensuring that the rates, terms and conditions of attachment are just and reasonable. *See* Idaho Code § 61-514; *see also* Idaho Code § 61-502. In addition, the Commission holds broad authority to supervise and regulate every public utility within the State. *See* Idaho Code § 61-501. Upon a finding that a public utility has charged unjust and discriminatory rates, the Commission is empowered to adjust the rates and award reparations, with interest, to the affected party from the date of the collection of the unlawful amount. *See* Idaho Code §§ 61-502, 61-503, 61-641.

20. The conduit occupancy rates that Qwest charges AT&T are eight to 10 times higher than the rates in Qwest's SGAT on file with the Commission. The rates that Qwest charges AT&T, therefore, are not just, reasonable, and non-discriminatory, in violation of Idaho Code §§ 61-502 and 61-514.

21. Qwest competes directly with AT&T in providing local exchange and long distance telecommunications service in the state of Idaho. Qwest has granted itself an undue preference and has subjected AT&T to undue and unreasonable prejudice and competitive disadvantage by forcing AT&T to pay conduit occupancy rates well above the SGAT rate on file with the Commission, in violation of Idaho Code §§ 61-301 and 61-315. *See also* Idaho Code §§ 61-502 and 61-514.

22. Furthermore, Qwest's practice of offering its facilities to other telecommunications carriers at the SGAT rate, while charging AT&T conduit rates in excess of the SGAT rate is discriminatory and prohibited by law. *See* Idaho Code § 61-315. *See also* Idaho Code §§

61-301, 61-502. It is also part of a pattern of the deceptive and anti-competitive practices that Qwest has engaged in across its multi-state service areas,<sup>1</sup> including, specifically, Idaho.

23. Finally, Qwest's authority to provide long-distance telecommunications service in Idaho is conditioned on Qwest affording competitors non-discriminatory access to Qwest's network, including non-discriminatory access to its "poles, ducts, conduits and rights-of-way." 47 U.S.C. § 271(c)(2)(B)(iii). By refusing to provide AT&T with conduit at the publicly available SGAT rates, Qwest is not providing non-discriminatory access to its "poles, ducts, conduits and rights-of-way," in violation of federal law. *See, e.g.*, 47 U.S.C. §§ 224 and 271(c).

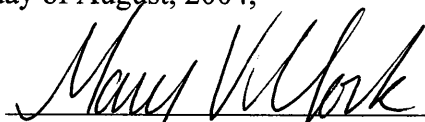
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<sup>1</sup> *See, e.g., In re Qwest Corp Apparent Liability for Forfeiture*, Notice of Apparent Liability for Forfeiture, FCC 04-57, File No. EB-03-IH-0263 (Mar. 12, 2004) (imposing \$9 million forfeiture and finding that "Qwest's cavalier attitude toward the Act's filing requirements shows a disregard for Congress's goals of opening local markets to competition and permitting interconnection on just, reasonable, and nondiscriminatory terms"); Letter from Hillary S. DeNigro, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau to Melissa Newman, Vice President-Federal Regulatory, Qwest Communications International, Inc. re: Section 271 Compliance Review Program for Arizona (dated Mar. 26, 2004) (establishing Section 271 compliance monitoring program for Qwest and reserving Commission's authority to investigate and monitor other subjects not expressly noted in prior orders or correspondence); Letter from William Davenport, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau to Melissa Newman, Vice President-Federal Regulatory, Qwest Communications International, Inc. re: Section 271 Compliance Review Program for Minnesota (dated July 23, 2003) (same); Letter from William Davenport, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau to Melissa Newman, Vice President-Federal Regulatory, Qwest Communications International, Inc. re: Section 271 Compliance Review Program for New Mexico, Oregon and South Dakota (dated June 4, 2003) (same). *See also* State Telecom Activities, Communications Daily (Apr. 23, 2004) (announcing Arizona Corporation Commission's assessment of nearly \$21 million in penalties on Qwest for its "willful and intentional" violations of state and federal laws for failing to file interconnection agreements); *In the Matter of the Investigation into Unfiled Agreements Executed by Qwest Corporation*, Docket No. 02I-572T, Colo. PUC (Feb. 27, 2004) (Colorado PUC staff recommending a hearing regarding willful and intentional violations of state and federal law by Qwest); *Order Assessing Penalties*, Docket No. P-421/C-02-197, Minn. PUC, (Feb. 28, 2003) (Minnesota agency ordering Qwest to pay \$26 million fine and engage in steps toward compliance), *Order after Reconsideration on Own Motion*, Minn. Docket No. P-421/C-02-197 (Apr. 30, 2003) and *Order Adopting ALJ's Report and Establishing Comment Period Regarding Remedies*, Minnesota Docket No. P-421/C-02-197, at 5 (Nov. 1, 2002), *Qwest Corporation v. Minnesota Public Utilities Commission, et al.*, *Complaint for Declaratory Judgment and Injunctive Relief to Prevent Enforcement of Public Utilities Commission Orders*, Civ. File No. 03-3476, D. Minn. (filed June 19, 2003) (Qwest complaint challenging PUC's authority to impose penalty); *AT&T Corp. v. Qwest Corp.*, *Order Making Tentative Findings, Giving Notice for Purposes of Civil Penalties, and Granting Opportunity to Request Hearing*, Iowa Utils. Bd. Docket No. FCU-02-2 (June 18, 2002) (finding that Qwest's failure to file interconnection agreements at issue violated Section 252 of the Act).

WHEREFORE, in accordance with the Commission's broad authority to regulate public utilities and protect the public interest, as well as its authority over conduit under state and federal law, AT&T respectfully request this Commission to enter an Order:

- a. declaring unlawful Qwest's Idaho conduit rates of \$2.75 to \$3.25 per foot innerduct per year, and terminate the \$2.75 to \$3.25 rates;
- b. ordering Qwest to charge AT&T an annual conduit rental rate equal to the SGAT rate of \$0.31 per foot of duct;
- c. ordering Qwest to refund to AT&T all amounts paid in excess of rates charged to other telecommunications carriers dating back to September 15, 1998, when Qwest committed to providing AT&T with non-discriminatory rates;
- d. awarding attorneys fees to AT&T dating back to February 2000, when AT&T notified Qwest of the discrepancy between the rates that Qwest is currently charging AT&T and the rates Qwest charges other telecommunications carriers, to the extent authorized under applicable law;
- e. granting AT&T such other relief the Commission deems just, reasonable and proper.

Respectfully submitted, this 6th day of August, 2004,



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(908) 532-1850

**Attorneys for AT&T Corp. and AT&T  
Communications of the Mountain States, Inc.**

**CERTIFICATE OF SERVICE**

1. I hereby certify that on this 6th day of August 2004, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Donald L. Howell II, Director  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83720-0074  
Facsimile: (208) 334-3762

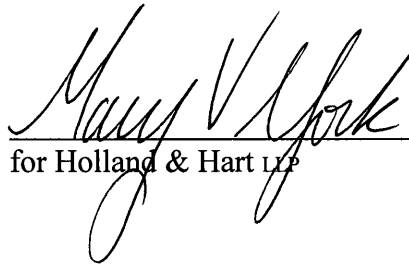
U.S. Mail  
 Hand Delivered  
 Overnight Mail  
 Telecopy (Fax)

Jim Schmit  
Vice President,  
QWest Corporation  
999 Main Street  
Boise, Idaho 83702

U.S. Mail  
 Hand Delivered  
 Overnight Mail  
 Telecopy (Fax)

Mary Hobson, Esq.  
Stoel Rives  
101 S. Capitol Blvd.  
Suite 1900  
Boise, Idaho 83702  
Facsimile: (208) 389-9040

U.S. Mail  
 Hand Delivered  
 Overnight Mail  
 Telecopy (Fax)

  
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for Holland & Hart LLP

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# EXHIBIT 1

Before the  
Federal Communications Commission  
Washington, DC 20554

PUBLIC NOTICE

Released: February 21, 1992

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This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC. 515 F 2d 385 (D.C. Circ 1974).

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STATES THAT HAVE CERTIFIED THAT THEY REGULATE POLE ATTACHMENTS

Pursuant to Section 1.1414(b) of the Commission's Rules on cable pole attachments, the following states\* have certified that they regulate rates, terms, and conditions for pole attachments, and, in so regulating, have the authority to consider and do consider the interests of subscribers of cable television services, as well as the interests of the consumers of utility services. Moreover, these states have certified that they have issued and made effective rules and regulations implementing their regulatory authority over pole attachments, including a specific methodology for such regulation which has been made publicly available in the state.

Certification by a state preempts the FCC from accepting pole attachment complaints under Subpart J of Part 1 of the Rules.

Alaska	Massachusetts
California	Michigan
Connecticut	New Jersey
Delaware	New York
District of Columbia	Ohio
Idaho	Oregon
Illinois	Utah
Kentucky	Vermont
Louisiana	Washington
Maine	

\* "state" by Section 1.1402(g) of the Rules, means any state, territory, or possession of the United States, the District of Columbia, or any political subdivision, agency, or instrumentality thereof.

This Public Notice supersedes the Public Notice of December 30, 1987, DA No. 87-1862.

FEDERAL COMMUNICATIONS COMMISSION

Exhibit 1  
Case # ATT-T-04-1  
AT&T Complaint, Page 1 of 1

# EXHIBIT 2

ID COND 22862600

Agreement No. I-001C.  
04/87 Issue 1

**GENERAL LICENSE AGREEMENT**

**FOR**

**CONDUIT OCCUPANCY**

**BETWEEN**

**THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY**

**AND**

**THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY**

**for the State of Idaho**

**Dated**

**May 28, 1988**

Exhibit 2  
Case # ATT-T-04-1  
AT&T Complaint, Page 1 of 16

**NOTICE**

The information contained herein should not be disclosed to unauthorized persons. It is meant for use only by authorized representatives of the parties hereto.

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**PREAMBLE**

THIS AGREEMENT, executed this 28th day of May, 1988, between THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of Colorado, having its principal office in the City and County of Denver (hereinafter called "Licensor"), and THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a corporation, organized and existing under the laws of the State of New York, having its principal office in the city of New York (hereinafter called "Licensee").

**WITNESSETH:**

WHEREAS, Licensor proposes to provide access to its conduit system in certain areas of Idaho; and

WHEREAS, Licensee desires to place and maintain underground communications facilities within the area described above and desires to place such communications facilities in the conduit system of Licensor; and

WHEREAS, Licensor is willing to permit, under certain conditions on a nonexclusive license basis, the placement of said communications facilities on or within Licensor's facilities where reasonably available in the area described above and where such use will not interfere with Licensor's service requirements or the use of its facilities by others;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:



**Article 1**  
**DEFINITIONS**

As used in this Agreement:

**A) Conduit Occupancy**

Occupancy of a conduit system by any item of Licensee's communications facilities.

**B) Conduit System**

Any combination of ducts, manholes, handholes, and vaults joined to form an integrated whole, which is owned solely or in part by the Licensor.

**C) Duct**

A single enclosed raceway for wire conductors, cables or innerducts.

**D) Innerduct**

One of the single enclosed raceways located within a duct, the interior diameter of which raceway shall in no event be less than one inch.

**E) Joint User**

A party which may occupy a duct either solely or partially owned by the Licensor, in return for granting the Licensor equivalent rights of occupancy of duct which it owns, either solely or partially.

**F) Licensee's Communications Facilities**

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the Licensee which occupy a conduit system.

**G) Make-Ready Work**

All work, including but not limited to rearrangement or transfer of existing facilities or other changes required to accommodate the Licensee's communications facilities in a conduit system.

**H) Manhole**

A subsurface enclosure which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.

**I) Prelicense Survey**

All work required, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate Licensee's communications facilities in Licensor's conduit system.

Article 2  
SCOPE OF AGREEMENT

- A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, nonexclusive, revocable license(s) authorizing the placement of Licensee's communications facilities in those portions of Licensor's conduit system within the State of Idaho, which Licensee elects to use.
- B) Nothing contained in this Agreement shall be construed to compel Licensor to construct, extend, or place any duct or other facility for use by the Licensee.
- C) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement or arrangement which Licensor has heretofore entered into, with others not parties to this Agreement regarding the conduit systems covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement or arrangement.

Article 3  
FEES AND CHARGES

- A) Licensee shall pay all applicable fees and charges specified in the license(s) granted hereunder within forty-five (45) days after receipt of the bill. Failure to pay all fees and charges on the specified payment date, shall constitute a default of this Agreement, unless the parties hereto agree that unusual circumstances prevented receipt of payment by Licensor. In event that such unusual circumstances occurred, the parties hereto shall mutually agree on a new payment date. In addition, all fees not paid on the specified payment date shall result in a late payment charge of one and one-half (1+1/2) percent per month of the unpaid balance or the highest lawful rate, whichever is less, to Licensor.
- B) Fees and charges for each conduit system occupancy shall be computed on an individual case basis.
- C) Licensor reserves the right to revise the fees and charges specified in any or all license(s) granted hereunder by providing written notice to Licensee sixty (60) days prior to the end of any term of such license(s).

Article 4  
TERM OF AGREEMENT AND LICENSE(S)

- A) This Agreement shall continue during such time Licensor is providing conduit system occupancy under any one or more licenses pursuant to this Agreement. In the event that all licenses granted hereunder expire or are terminated, then this Agreement may be terminated by either party with thirty (30) days prior written notice to the other party.
- B) Any license(s) issued hereunder shall continue in effect for an initial term of five (5) years from the date such license(s) is issued unless otherwise specified in such license.

- C) Any license issued hereunder shall be extended for successive terms of five (5) years unless otherwise specified in such license and unless either party provides written notice sixty (60) days prior to the expiration date of such term of its election to terminate such license.
- D) Termination of this Agreement or any license(s) issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

Article 5

TERMINATION OF AGREEMENT AND LICENSE(S)

- A) Licensor shall have the right to terminate this entire Agreement or any license issued hereunder with thirty (30) days prior written notice to Licensee whenever Licensee is in default of any term of this Agreement. Default shall include, but not be limited to, the following conditions:
  - (1) If Licensee knowingly uses its communications facilities or maintains same in violation of any law or in aid of any unlawful act or undertaking; or
  - (2) If Licensee occupies any portion of a conduit system owned by Licensor without having first been issued a license therefore; or
  - (3) If any authorization which may be required of the Licensee by any governmental or private authority for the construction, operations, and maintenance of the Licensee's communications facilities within Licensor's conduit system is permanently denied or revoked; or
  - (4) If the insurance carrier shall at any time notify Licensor or Licensee that the policy or policies of insurance, required under Article 14 hereof, will be cancelled or changed and if in the sole reasonable judgment of Licensor the requirements of Article 14 will no longer be satisfied by policies with other insurance carriers, this Agreement shall terminate upon the effective date of such cancellation or change.
  - (5) Nonpayment as described in Article 3 herein.
- B) Licensor will promptly notify the Licensee in writing of any condition(s) of default by Licensee including those set forth in A) above. Licensee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to Licensor within thirty (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and fails to give the required confirmation, Licensor may immediately terminate any or all license(s) granted hereunder and this Agreement. Licensee shall then have sixty (60) days to remove its facilities from Licensor's conduit system.

- C) In the event of early termination by Licensee or default of this Agreement or any license(s) issued hereunder, the Licensee shall be liable to pay to Licensor a termination liability amount whether or not Licensee has placed its communication facilities in Licensor's facilities. Such early termination charges shall be in accordance with the following schedule:

<u>Years Remaining in License(s)</u>	<u>Percent of Total Fees and Charges Remaining in License(s)</u>
16+	100%
11-15	75%
6-10	50%
1-5	25%
0	0%

- D) If this Agreement or any license(s) granted hereunder is terminated for reasons other than default or early termination, then Licensee shall remove its communications facilities from Licensor's conduit system within twelve months (12) from the date of termination; provided, however, that Licensee shall be liable for and pay all fees and charges provided for in this Agreement to Licensor until Licensee's communication facilities are physically removed.
- E) If Licensee does not remove its communications facilities from Licensor's conduit system within the applicable time periods specified in this Agreement, Licensor shall have the option to; (i) remove such facilities at the expense of Licensee and without any liability on the part of Licensor to Licensee therefore; or (ii) assess a charge not to exceed forty percent (40%) of the fees and charges specified in the license(s) so terminated. Such charge is in addition to the fees and charges specified in the terminated license(s) and shall be calculated on a daily basis for each day that Licensee's communication facilities remain in Licensor's conduit system.

**Article 6**  
**SPECIFICATIONS**

- A) Licensee's communications facilities shall be placed and maintained in accordance with the requirements and specifications of current applicable Mountain Bell Practices and the current editions of the National Electrical Code (NEC) and the National Electrical Safety Code (NESC) and the rules and regulations of the Occupational Safety and Health Act (OSHA), all of which are incorporated by reference in this Agreement, and any governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply.
- B) If any part of Licensee's communications facilities is not placed and maintained in accordance with A) preceding, and Licensee has not corrected the violation within thirty (30) days from receipt of written notice thereof from Licensor, Licensor may at its option correct said condition. Licensor will attempt to notify Licensee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the safety of the Licensor's employees or the public, interfere with the performance of the Licensor's service obligations, or

(Article 6 continued)

pose an immediate threat to the physical integrity of the Licensor's facilities, the Licensor may perform such work and take such action that it deems necessary without first giving written notice to the Licensee by giving telephone notice to Licensee. As soon as practicable thereafter, Licensor will advise Licensee in writing of the work performed and the action taken and will endeavor to arrange for reaccommodation of Licensee's facilities so affected. The Licensee shall be responsible for paying the Licensor for all reasonable costs incurred by the Licensor for all work, action, and reaccommodation performed by Licensor under this subsection.

**Article 7**  
**LEGAL REQUIREMENTS**

Licensor shall be responsible for obtaining from appropriate public and private authority any required authorization to construct, operate and maintain its conduit facilities on public and private property. Licensee shall be responsible for obtaining from the appropriate public and private authority any required authorization to place, operate and maintain its communications facilities on public and private property before it occupies conduit system located on such public and private property.

**Article 8**  
**ISSUANCE OF LICENSES**

Before Licensee may occupy any portion of a conduit system, Licensee must make written application for and have received a written license from the Licensor. Such application(s) and license(s) shall be in the form attached hereto as Appendix 1, Forms A-1 through A-5. Such license(s) shall state the time needed to accomplish any make-ready work necessary to accommodate Licensee's facilities. License applications shall be submitted to the Licensor at the address set forth in Article 20 herein.

**Article 9**  
**PRELICENSE SURVEY AND MAKE-READY WORK**

- A. When an application for conduit system occupancy is submitted by the Licensee, a prelicense survey by the Licensor will be required to determine the availability of the conduit system to accommodate Licensee's communications facilities. A representative of the Licensee may accompany the Licensor's representative on the field inspection portion of such prelicense survey.
- B. The Licensor retains the right, in its sole judgment, to determine the availability of space in a conduit system. In the event the Licensor determines that rearrangement of the existing facilities in the conduit system is required before Licensee's communications facilities can be accommodated, the make-ready charges that will apply for such rearrangement work will be specified as nonrecurring charges on the associated license. Such charges will be due and payable in accordance with Article 3 herein.
- C. In performing all make-ready work to accommodate Licensee's communications facilities, Licensor will endeavor to include such work in its normal work load schedule.

Article 10

CONSTRUCTION, MAINTENANCE AND REMOVAL OF COMMUNICATIONS FACILITIES

- A) Licensee shall, at its own expense, construct and maintain its communications facilities in conduit systems covered by this Agreement and all license(s) issued hereunder in a safe condition and in a manner acceptable to Licensor, so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by the Licensor, joint users, or other authorized licensees. Licensee shall place its communication facilities in accordance with Licensor's work diagram, incorporated herein by reference, which will be provided to Licensee upon execution of the license(s) hereunder.
- B) The Licensee must obtain prior written authorization from the Licensor, approving of the work and the party performing such work, before the Licensee shall install, remove, or provide maintenance of its communications facilities in any of Licensor's conduit systems. If Licensor does not provide such written notification to Licensee within seven (7) days, authorization shall be granted. Licensor shall not withhold such authorization without good cause.
- C) Licensee shall notify Licensor of any removal(s) or modification(s) of Licensee's communications facilities from any of Licensor's conduit systems. Removal notification shall be in the form provided in Appendix 1, Form A-6. If Licensee desires to modify its facilities that are located in Licensor's conduit system, Licensee shall first notify Licensor of such intent. Such notification shall be in the forms provided in Appendix 1, Forms A-4, A-5 and A-6. Licensor reserves the right to refuse such request if the modifications would create any problems to Licensor's facilities.
- D) For each license issued hereunder, Licensor shall designate the particular duct(s) or innerduct(s) to be occupied, the location and manner in which Licensee's communications facilities will enter and exit Licensor's conduit system and the specific location for any associated equipment which is permitted by Licensor to occupy the conduit system. Such specifications will be provided by Licensor to Licensee on Licensor's work diagram incorporated herein by reference.
- E) Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manholes only when an authorized employee or agent of Licensor is present or if prior authorization waiving this requirement is granted by the Licensor. If Licensor's employee or agent observes any unsafe practices or hazardous conditions occurring as a result of the work being performed by Licensee's employees or agents, Licensor shall contact Licensee's authorized representative for resolution of the problem. Licensee agrees to pay Licensor for having Licensor's employee or agent present when Licensee's work is being done in and around Licensor's conduit system. Such charges shall be the Licensor's fully loaded labor rates then in effect.

- F) In the event of any service outage affecting both Licensor's and Licensee's facilities, both parties shall mutually agree on reasonable restoral plans.
- G) With Licensor's prior concurrence, Licensee, without charge and where available, may temporarily use spare duct or innerduct for emergency maintenance purposes. Such Licensee emergency facilities shall be removed within ninety (90) days after the date Licensee replaces its existing facilities in one duct with the placement of substitute facilities in another duct unless Licensee applies for and Licensor grants a license for such conduit system occupancy. In cases where an emergency exists that effects both parties, and where only one spare innerduct or duct is present, Licensor has maintenance priority.
- H) If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage to such facilities or without any liability for any interruption of Licensee's services, or may, at its option, take over said facilities at a price to be negotiated between the parties. Should Licensor under the provisions of this Article or any other applicable Article of this Agreement remove Licensee's facilities from the conduit systems covered by this Agreement, Licensor will deliver to Licensee the facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor. Nothing in this Article shall operate to prevent Licensor from pursuing, at its option, any other remedies under this Agreement or at law or in equity.
- I) Licensee shall advise Licensor in writing as to the date on which the removal of its communications facilities from each portion of conduit system has been completed. Such notification shall be in the form provided in Appendix 1, Form A-6.

Article 11

INSPECTION OF LICENSEE'S COMMUNICATIONS FACILITIES

- A) Licensor reserves the right to make periodic inspections of any part of Licensee's communications facilities occupying Licensor's conduit system.
- B) The frequency and extent of such inspection by Licensor will depend upon Licensee's performance hereunder.
- C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. A representative of the Licensee may accompany the Licensor's representative on such field inspections.
- D) The making of periodic inspections or the failure to do so shall not operate to impose upon Licensor any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

Article 12  
UNAUTHORIZED UTILIZATION OR OCCUPANCY

- A) If any of Licensee's communications facilities shall be found occupying conduit systems for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement, may impose a charge of ten dollars (\$10.00) per duct foot and five hundred dollars (\$500.00) for each item of unauthorized equipment within a manhole, and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized utilization, or occupancy, a conduit system occupancy license application. If such application is not received by the Licensor within the specified time period, Licensee may be required at Licensor's option to remove its unauthorized occupancy or cease its unauthorized utilization within sixty (60) days of the final date of submitting the required application, or Licensor may at Licensor's option remove Licensee's unauthorized facilities without liability, and the expense of such removal shall be borne by Licensee.
- B) No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

Article 13  
LIABILITY AND DAMAGES

- A) Licensor shall exercise precaution to avoid damaging the communications facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable direct costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Licensor. Licensor shall not, however, be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of conduit systems or Licensor's actions or omissions in regards thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, or causes of action by Licensee's customers, and costs and attorney's fees resulting from damaging the communications facilities.
- B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of other occupants of the conduit system at any time and shall make an immediate report to the owner of facilities so damaged and Licensee assumes all responsibility for any and all direct loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall have no responsibility for any indirect, special, or consequential damages. This paragraph B shall survive the termination of this Agreement and any license issued hereunder.



- C) Licensee shall indemnify, protect and save harmless the Licensor from any and all damages and costs, including attorney's fees, incurred by the Licensor arising as a result of Licensee's breach of Article 7 hereof.
- D) Licensee shall indemnify, protect and save harmless the Licensor and joint user from and against any and all claims, demands, causes of actions and costs, including attorney's fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the placement, maintenance, presence, use or removal of Licensee's facilities, or by any act or omission of the Licensee's employees, agents or contractors.
- E) Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the placement, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made to Licensee's insurer by the Licensee or others shall be furnished promptly to the Licensor.
- F) In the event that Licensor issues a license to Licensee for conduit system occupancy and Licensee is unable to use Licensor's duct or innerduct due to previous damage to such duct or innerduct, Licensor shall incur the cost to repair such facilities. However, in no event shall Licensor be liable to Licensee for any lost time or any other indirect damages or charges incurred by Licensee as a result of such damaged facilities.

**Article 14**  
**INSURANCE**

- A) Licensee shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier mutually satisfactory to Licensor and Licensee to protect the Licensor from and against all claims, demands, causes of actions, judgments, costs, including attorney's fees, expenses and liabilities of insurable kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including Article 13 preceding.
- B) The amounts of such insurance:
  - 1) against liability due to damage to property shall be not less than \$500,000 as to any one occurrence and \$1,000,000 aggregate, and;
  - 2) against liability due to injury or death of persons shall be not less than \$500,000 as to any one person and \$1,000,000 as to any one occurrence.
- C) Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor. Such certificates shall be in a form mutually satisfactory to Licensor and Licensee.  
Notwithstanding the foregoing, Licensee may self-insure for any insurance coverage required hereunder.



- D) All insurance required in accordance with B) and C) preceding must be effective before Licensor will authorize occupancy of a conduit system and shall remain in force until such Licensee's facilities have been removed from all such conduit systems. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

**Article 15**  
**COMPLIANCE WITH LAWS**

Both parties hereunder shall comply with all applicable provisions of workmen's compensation laws, unemployment compensation laws, the Federal Social Security Law, the Fair Labor Standards Act and all other applicable federal, state and local laws and regulations.

**Article 16**  
**CONFIDENTIALITY**

Both Licensor and Licensee agree to treat this Agreement and any other related information whether in tangible form or obtained from the use of Licensor's conduit system, as proprietary, and said information shall not be reproduced, published, or disclosed to any third party without the prior written consent of the other party. All copies of information provided to either party shall be returned to disclosing party upon request or termination of this Agreement. Each party shall take all necessary precautions, including, but not limited to, informing its employees of the proprietary nature of any information provided by the disclosing party and the need to guard the secrecy of such information, and limit access to such information to employees of recipient party who have a need for such information to perform its obligations hereunder.

**Article 17**  
**AUTHORIZATION NOT EXCLUSIVE**

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any conduit system covered by this Agreement.

**Article 18**  
**ASSIGNMENT OF RIGHTS**

- A) Licensee shall not assign, transfer, or sublicense this Agreement or any license or any authorization granted under this Agreement and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor. Licensor may withhold such consent in its sole discretion. Licensee shall pay \$100 administrative processing fee to Licensor prior to consent being granted.
- B) In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee.

**Article 19**  
**FAILURE TO ENFORCE**

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect. Any waiver must be in writing and signed by both parties.

**Article 20**  
**NOTICES AND DEMANDS**

All demands and requests given by one party to the other party shall be in writing and shall be deemed to be duly given on the date delivered in person, by telex, cablegram, United States mail or deposited, postage prepaid, in the United States mail, addressed as follows:

To Licensee:

The American Telephone and Telegraph Company  
Attention: Chuck Meier  
(Address) 5925 West Las Positas Blvd., Room 1026  
(City, State, Zip Code) Pleasanton, California, 94566

To Licensor:

The Mountain States Telephone and Telegraph Company  
Attention: Rick A. Rosillo  
(Address) 5820 Stoneridge Mall Road, Suite 100  
(City, State, Zip Code) Pleasanton, California, 94566

or to such address as the parties hereto may from time to time specify in writing.

**Article 21**  
**MISCELLANEOUS**

- A) In any action brought pursuant to the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the other party any and all reasonable attorneys' fees incurred by such party in connection with such action.
- B) This Agreement shall be construed in accordance with the laws of the State where the licensed conduit system is located.
- C) Any modification of any terms and conditions of this Agreement, shall be set forth in writing and signed by the parties hereto.

Article 22  
ENTIRE AGREEMENT

- A) This Agreement, together with all Appendices attached hereto, executed during the term of this Agreement, shall constitute the entire Agreement between the parties with respect to the subject matter hereof.
- B) This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for attachment and maintenance of Licensee's communications facilities in conduit systems within the geographical area covered by this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.
- C) Both parties hereto represent they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein and acknowledge a receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Licensee:

The American Telephone and  
Telegraph Company

Signed: Chuck Meier

Name: Chuck Meier

Title: District Manager

Date Signed: 6/25/88 JUN 22 1988

Licensor:

The Mountain States Telephone  
and Telegraph Company

Signed: Henry L. Moschetti

Name: Henry L. Moschetti

Title: Executive Director  
Network Facilities

Date Signed: 5/18/88

Concurred by:  
U S WEST Carrier Marketing

Signed: Rick A. Rosillo

Name: Rick A. Rosillo

Title: Regional Account Manager - West

Date Signed: 5/25/88

APPROVED  
AS TO FORM

Attorney - 6/21/88  
- Attorney

Appendix 1

ADMINISTRATIVE FORMS

THIS Appendix 1 is an integral part of the License Agreement No. I-001C dated May 28, 1988 and contains the administrative forms governing the use of Licensor's conduit system by Licensee's communications facilities.

INDEX OF ADMINISTRATIVE FORMS

Application for Conduit Occupancy Licenses	A-1
Conduit System Occupancy License and associated fees/charges	A-2
Conduit System Diagram	A-3
Cable to Occupy Conduit	A-4
Equipment Housings to be Placed in Manholes	A-5
Notification of Surrender or Modification of Conduit Occupancy License by Licensee	A-6

# EXHIBIT 3

CONDUIT SYSTEM OCCUPANCY LICENSE

accordance with the terms and conditions of the License Agreement No. I-001C, this Conduit Occupancy License Number 88-2 is hereby granted this 11th day of July 1988. This license allows Licensee to occupy Licensor's conduit system as indicated on the attached Form A-3, with cable, equipment and facilities specified on the attached Forms A-4 and A-5.

This license shall continue for an initial term of twenty (20) years commencing on the license date first written above. This license shall continue after the initial term for successive terms of five (5) years unless terminated by either party hereto.

Licensor estimates completion of the make-ready work hereunder to be on or before NA, 1988.

FEES AND CHARGES

A) General

- 1) Occupancy fees commence on the first day of the calendar month during which AT&T begins the placement of their facilities in the licensed innerduct, or June 1, 1990, whichever date comes first.
- 2) The total occupancy fees due hereunder, shall be based upon the number of duct/innerduct feet of duct for which licenses have been issued.
- 3) For the purpose of determining the duct feet chargeable, the duct considered occupied shall be measured from the:
  - (i) center to center of adjacent manholes, or
  - (ii) center of manhole to the end of a duct not terminated in a manhole.

B) Charges applicable under this license are as follows:

Recurring Charge(s): For one (1) innerduct  
From Birch to Filmore Street in Jerome, Idaho.  
4,652 feet @ 3.25/ft./yr. \$15,119.00/yr.

Nonrecurring Charge(s), (such as make-ready fees, supervision fees):  
None

THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY  
(Licensee)  
SIGNED: *Chuck Meier*  
NAME: Chuck Meier  
TITLE: District Manager  
DATE: JUL 12 1988

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
(Licensor)  
SIGNED: *Henry L. Moschetti*  
NAME: Henry L. Moschetti  
TITLE: Executive Director  
Network Facilities  
DATE: 7/5/88

Appendix 1  
Form A-1

APPLICATION FOR CONDUIT SYSTEM OCCUPANCY LICENSE

In accordance with the terms and conditions of the License Agreement No. I-001C, dated May 28, 1988, application is hereby made for a license to occupy the conduit system shown on Form A-3, with the cable and equipment detailed on Forms A-4 and A-5. This request will be designated as:

Conduit System Occupancy Application No. 88-2 <sup>(1)</sup> (hereinafter C.S.O. No.)  
From Birch to Filmore Street in Jerome, Idaho.

Licensee hereby requests Licensor to specify the fees and charges associated with the above request. Such fees and charges shall be specified on Form A-2.

Specify party that will perform:

- 1) Installation of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)
- 2) Modifications to Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 3) Maintenance of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 4) Removal services of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)

American Telephone and Telegraph Company  
(Licensee)

Signed: *CM Meier*

Print Name: Chuck Meier

Title: District Manager

Date: JUL 12 1988

<sup>(1)</sup> Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.



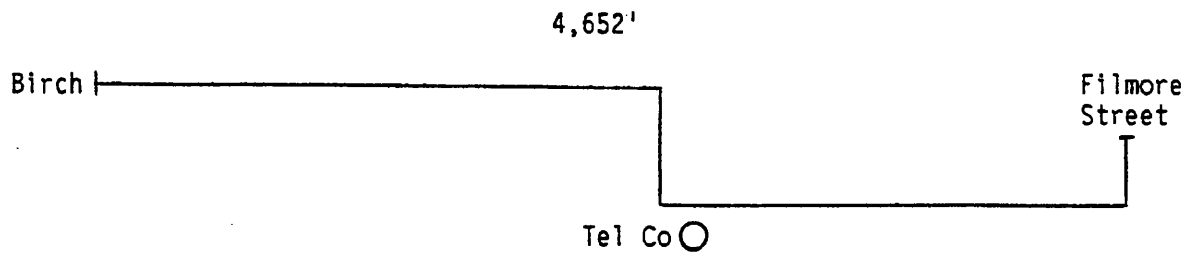
American Telephone and Telegraph Company  
(Licensee)

2  
(C.S.O. Application No.)

Idaho - Birch to Filmore Street in Jerome.

Appendix 1  
Form A-3

CONDUIT/INNERDUCT SYSTEM DIAGRAM  
(Licensee will provide diagram of requested conduit system route)



Telco Site ○

American Telephone and Telegraph Company  
(Licensee)

2  
(C.S.O. Application No.)

CABLE TO OCCUPY CONDUIT SYSTEMS

Idaho - Birch to Filmore Street in Jerome.

Cable Designation (a)	O.D. inches (b)	Wt. lbs. per Foot (c)	Metallic Sheath or Shield		Type of Cable (e)	Max. Voltage to Gnd.		Max. Current in any Conductor	Type of Jacket
			yes (d)	no (d)		AC (f)	DC (f)		
A	.042	0.11	RL	X-Ply	SM-LG 36 F	OV	OV	N/A	Poly

- (a) Cable Designation: Assign letter, alphabetically, to each different type of cable to be installed.
- (b) O.D. Inches: Outside diameter of the cable.
- (c) Wt. lbs. per foot: self explanatory.
- (d) Metallic Sheath or Shield: self explanatory.
- (e) Type of Cable: Show size and gauge (e.g., 16-22).
- (f) Max. Voltage to Gnd.: self explanatory
- (g) Max. Current in any Conductor: Indicate voltage.
- (h) Type of Jacket: Enter type of material of the outer jacket or sheath (polyethylene, PVC, or lead, etc.).

American Telephone and Telegraph Company  
(Iowa)

2  
(C.S.O. Application No.)

EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES

Idaho - Birch to Filmore Street in Jerome.

<u>Location</u>	<u>Type</u>	<u>Height</u>	<u>Width</u>	<u>Depth</u>	<u>Weight</u>	<u>Quantity</u>
1 <u>C.O. + 9,800</u>	<u>Splice Case</u>	<u>7"</u>	<u>25"</u>	<u>6"</u>	<u>25 lbs.</u>	<u>          </u>
2 <u>C.O. + 19,6000</u>	<u>and every 9800' to end conduit run.</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
3 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
4 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
5 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
6 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
7 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
8 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

CONDUIT SYSTEM OCCUPANCY LICENSE

accordance with the terms and conditions of the License Agreement No. I-001C, this  
Joint Occupancy License Number 88-3 is hereby granted this 11 th day  
July 1988. This license allows Licensee to occupy Licensor's conduit  
system as indicated on the attached Form A-3, with cable, equipment and facilities  
specified on the attached Forms A-4 and A-5.

This license shall continue for an initial term of twenty (20) years commencing on the  
license date first written above. This license shall continue after the initial term for  
successive terms of five (5) years unless terminated by either party hereto.

Licensor estimates completion of the make-ready work hereunder to be on or before  
NA, 1988.

FEES AND CHARGES

A) General

- 1) Occupancy fees commence on the first day of the calendar month during which AT&T begins  
the placement of their facilities in the licensed innerduct, or June 1, 1990, which  
ever date comes first.
- 2) The total occupancy fees due hereunder, shall be based upon the number of  
duct/innerduct feet of duct for which licenses have been issued.
- 3) For the purpose of determining the duct feet chargeable, the duct considered occupied  
shall be measured from the:
  - (i) center to center of adjacent manholes, or
  - (ii) center of manhole to the end of a duct not terminated in a manhole.

B) Charges applicable under this license are as follows:

Recurring Charge(s): For one (1) innerduct  
From 619 Bannock (Boise Main) to Federal Way & Amity  
25,526 feet @ 3.25/ft./yr. \$82,959.50/yr.

Nonrecurring Charge(s), (such as make-ready fees, supervision fees):

None

THE AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY  
(Licensee)

SIGNED: CM Meier

NAME: Chuck Meier

TITLE: District Manager

DATE: JUL 12 1988

THE MOUNTAIN STATES TELEPHONE  
AND TELEGRAPH COMPANY  
(Licensor)

SIGNED: Henry L. Moschetti

NAME: Henry L. Moschetti

TITLE: Executive Director  
Network Facilities

DATE: 7/5/88

Appendix 1  
Form A-1

APPLICATION FOR CONDUIT SYSTEM OCCUPANCY LICENSE

In accordance with the terms and conditions of the License Agreement No. I-001C, dated May 28, 1988, application is hereby made for a license to occupy the conduit system shown on Form A-3, with the cable and equipment detailed on Forms A-4 and A-5. This request will be designated as:

Conduit System Occupancy Application No. 88-3 <sup>(1)</sup> (hereinafter C.S.O. No.)  
From 619 Bannock (Boise Main) to Federal Way & Amity

Licensee hereby requests Licensor to specify the fees and charges associated with the above request. Such fees and charges shall be specified on Form A-2.

Specify party that will perform:

- 1) Installation of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)
- 2) Modifications to Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 3) Maintenance of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 4) Removal services of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)

American Telephone and Telegraph Company  
(Licensee)

Signed: *Chuck Meier*

Print Name: Chuck Meier

Title: District Manager

Date: JUL 12 1988

<sup>(1)</sup> Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

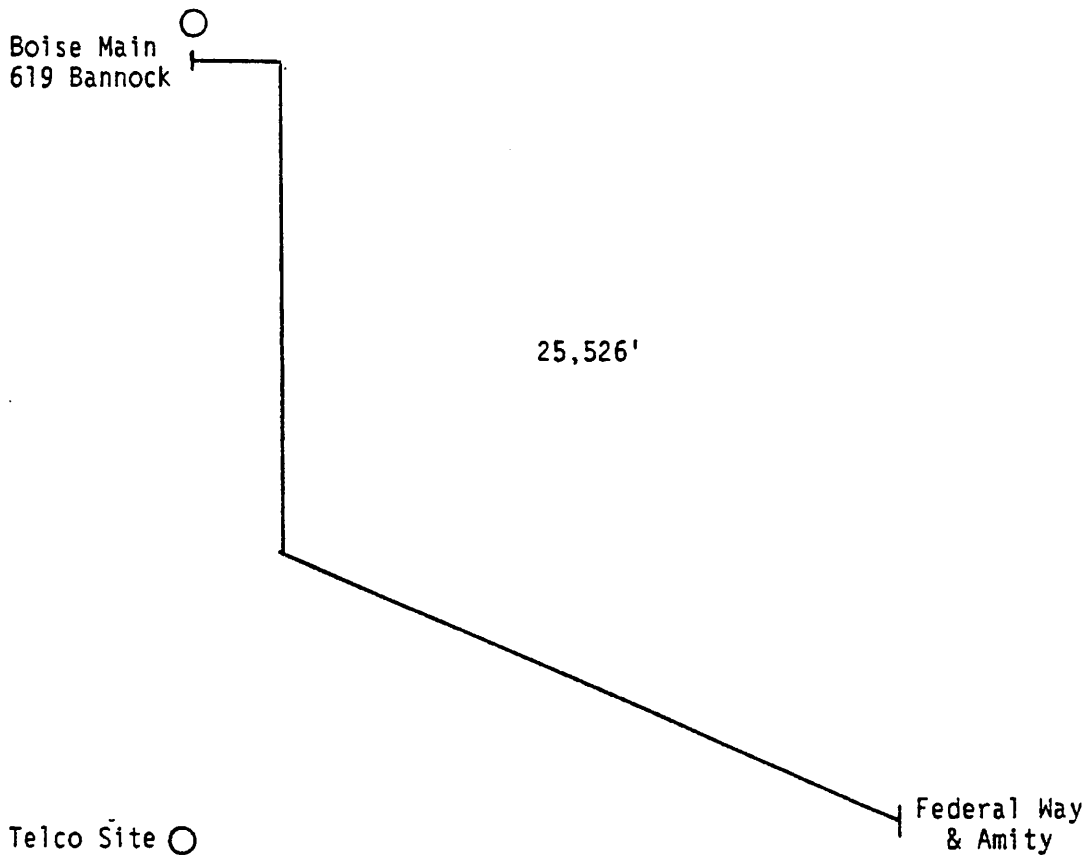
American Telephone and Telegraph Company  
(Licensee)

3  
(C.S.O. Application No.)

Idaho - 619 Bannock (Boise Main) to Federal Way & Amity.

Appendix 1  
Form A-3

CONDUIT/INNERDUCT SYSTEM DIAGRAM  
(Licensee will provide diagram of requested conduit system route)



American Telephone and Telegraph Company  
(Licensee)

3  
(C.S.O. Application No.)

CABLE TO OCCUPY CONDUIT SYSTEMS

Idaho - 619 Bannock (Boise Main) to Federal Way & Amity.

Cable Designation (a)	O.D. inches (b)	Wt. lbs. per Foot (c)	Metallic Sheath or Shield		Type of Cable (e)	Max. Voltage to Gnd.		Max. Current in any Conductor	Type of Jacket
			yes (d)	no (d)		AC (f)	DC (f)		
A	.042	0.11	RL	X-Ply	SM-LG 36 F	OV	OV	N/A	Poly

- (a) Cable Designation: Assign letter, alphabetically, to each different type of cable to be installed.
- (b) O.D. Inches: Outside diameter of the cable.
- (c) Wt. lbs. per foot: self explanatory.
- (d) Metallic Sheath or Shield: self explanatory.
- (e) Type of Cable: Show size and gauge (e.g., 16-22).
- (f) Max. Voltage to Gnd.: self explanatory
- (g) Max. Current in any Conductor: Indicate voltage.
- (h) Type of Jacket: Enter type of material of the outer jacket or sheath (polyethylene, PVC, or lead, etc.).

American Telephone and Telegraph Company  
(Incorporated in the State of Tennessee)

3  
(C.S.O. Application No.)

EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES

Idaho - 619 Bannock (Boise Main) to Federal Way & Amity.

<u>Location</u>	<u>Type</u>	<u>Height</u>	<u>Width</u>	<u>Depth</u>	<u>Weight</u>	<u>Quantity</u>
1 <u>C.O. + 9,800</u>	<u>Splice Case</u>	<u>7"</u>	<u>25"</u>	<u>6"</u>	<u>25 lbs.</u>	<u>          </u>
2 <u>C.O. + 19,6000</u>	<u>and every 9800' to end conduit run.</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
3 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
4 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
5 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
6 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
7 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
8 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>



CONDUIT SYSTEM OCCUPANCY LICENSE

In accordance with the terms and conditions of the License Agreement No. I-001C, this Conduit Occupancy License Number 88-4 is hereby granted this 11 th day of July 1988. This license allows Licensee to occupy Licensor's conduit system as indicated on the attached Form A-3, with cable, equipment and facilities specified on the attached Forms A-4 and A-5.

This license shall continue for an initial term of twenty (20) years commencing on the license date first written above. This license shall continue after the initial term for successive terms of five (5) years unless terminated by either party hereto.

Licensor estimates completion of the make-ready work hereunder to be on or before NA, 1988.

FEES AND CHARGES

A) General

- 1) Occupancy fees commence on the first day of the calendar month during which AT&T begins the placement of their facilities in the licensed innerduct, or June 1, 1990, whichever date comes first.
- 2) The total occupancy fees due hereunder, shall be based upon the number of duct/innerduct feet of duct for which licenses have been issued.
- 3) For the purpose of determining the duct feet chargeable, the duct considered occupied shall be measured from the:
  - (i) center to center of adjacent manholes, or
  - (ii) center of manhole to the end of a duct not terminated in a manhole.

B) Charges applicable under this license are as follows:

Recurring Charge(s): For one (1) innerduct  
From Boise Main to Meridan, Linder Rd. & Pine.  
64,129ft @ \$3.25/ft./yr. \$208,419.25/yr.

Nonrecurring Charge(s), (such as make-ready fees, supervision fees):

None

THE AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY  
(Licensee)

THE MOUNTAIN STATES TELEPHONE  
AND TELEGRAPH COMPANY  
(Licensor)

SIGNED: *Chuck Meier*  
NAME: Chuck Meier  
TITLE: District Manager  
DATE: JUL 12 1988

SIGNED: *Henry L. Moschetti*  
NAME: Henry L. Moschetti FR 2/2  
TITLE: Executive Director  
Network Facilities  
DATE: 7/5/88

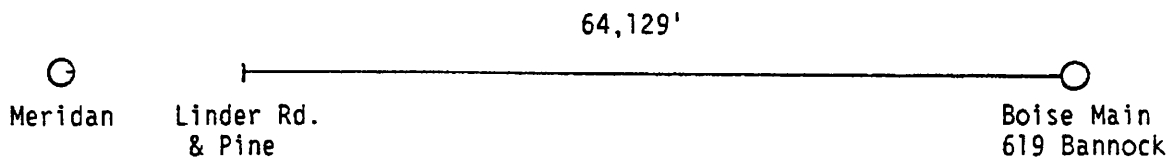
American Telephone and Telegraph Company  
(Licensee)

4  
(C.S.O. Application No.)

Idaho - Boise Main to Meridan, Linder Rd. & Pine.

Appendix 1  
Form A-3

CONDUIT/INNERDUCT SYSTEM DIAGRAM  
(Licensee will provide diagram of requested conduit system route)



Telco Site ○

AT&T Site △

American Telephone and Telegraph Company  
(Licensee)

4  
(C.S.O. Application No.)

CABLE TO OCCUPY CONDUIT SYSTEMS

Idaho - Boise Main to Meridan, Linder Rd. & Pine.

Cable Designation (a)	O.D. inches (b)	Wt. lbs. per Foot (c)	Metallic Sheath or Shield		Type of Cable (e)	Max. Voltage to Gnd.		Max. Current in any Conductor	Type of Jacket
			yes (d)	no (d)		AC (f)	DC (f)		
A	.042	0.11	RL	X-Ply	SM-LG 36 F	OV	OV	N/A	Poly

- (a) Cable Designation: Assign letter, alphabetically, to each different type of cable to be installed.
- (b) O.D. Inches: Outside diameter of the cable.
- (c) Wt. lbs. per foot: self explanatory.
- (d) Metallic Sheath or Shield: self explanatory.
- (e) Type of Cable: Show size and gauge (e.g., 16-22).
- (f) Max. Voltage to Gnd.: self explanatory
- (g) Max. Current in any Conductor: Indicate voltage.
- (h) Type of Jacket: Enter type of material of the outer jacket or sheath (polyethylene, PVC, or lead, etc.).

American Telephone and Telegraph Company  
(Iowa)

4  
(C.S.O. Application No.)

EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES

Idaho - Boise Main to Meridan, Linder Rd. & Pine.

<u>Location</u>	<u>Type</u>	<u>Height</u>	<u>Width</u>	<u>Depth</u>	<u>Weight</u>	<u>Quantity</u>
1 <u>C.O. + 9,800</u>	<u>Splice Case</u>	<u>7"</u>	<u>25"</u>	<u>6"</u>	<u>25 lbs.</u>	<u>          </u>
2 <u>C.O. + 19,6000</u>	<u>and every 9800' to end conduit run.</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
3 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
4 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
5 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
6 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
7 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
8 <u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Appendix 1  
Form A-1

APPLICATION FOR CONDUIT SYSTEM OCCUPANCY LICENSE

In accordance with the terms and conditions of the License Agreement No. I-001C, dated May 28, 1988, application is hereby made for a license to occupy the conduit system shown on Form A-3, with the cable and equipment detailed on Forms A-4 and A-5. This request will be designated as:

Conduit System Occupancy Application No. 88-4 <sup>(1)</sup> (hereinafter C.S.O. No.)  
From Boise Main to Meridan, Linder Rd. & Pine.

Licensee hereby requests Licensor to specify the fees and charges associated with the above request. Such fees and charges shall be specified on Form A-2.

Specify party that will perform:

- 1) Installation of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)
- 2) Modifications to Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 3) Maintenance of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 4) Removal services of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)

American Telephone and Telegraph Company  
(Licensee)

Signed: *Chuck Meier*

Print Name: Chuck Meier

Title: District Manager

Date: JUL 1 2 1988

<sup>(1)</sup> Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

CONDUIT SYSTEM OCCUPANCY LICENSE

accordance with the terms and conditions of the License Agreement No. I-001C, this Conduit Occupancy License Number 88-1 is hereby granted this 28 th day of May 1988. This license allows Licensee to occupy Licensor's conduit system as indicated on the attached Form A-3, with cable, equipment and facilities specified on the attached Forms A-4 and A-5.

This license shall continue for an initial term of twenty (20) years commencing on the license date first written above. This license shall continue after the initial term for successive terms of five (5) years unless terminated by either party hereto.

Licensor estimates completion of the make-ready work hereunder to be on or before October 1, 1988.

FEES AND CHARGES

A) General

- 1) Occupancy fees commence on the first day of the calendar month during which AT&T begins the placement of their facilities in the licensed innerduct, or June 1, 1990, whichever date comes first.
- 2) The total occupancy fees due hereunder, shall be based upon the number of duct/innerduct feet of duct for which licenses have been issued.
- 3) For the purpose of determining the duct feet chargeable, the duct considered occupied shall be measured from the:
  - (i) center to center of adjacent manholes, or
  - (ii) center of manhole to the end of a duct not terminated in a manhole.

B) Charges applicable under this license are as follows:

Recurring Charge(s): For one (1) innerduct  
From Pocatello Junction to Darby Road  
44,300 feet @ 2.75/ft./yr. \$121,825.00/yr.

Nonrecurring Charge(s), (such as make-ready fees, supervision fees):

None

THE AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY  
(Licensee)

SIGNED: Chuck Meier

NAME: Chuck Meier

TITLE: District Manager

DATE: 6-25-88 APPROVED  
JUN 22 1988 AS TO FORM

Dirk H. Wolf

THE MOUNTAIN STATES TELEPHONE  
AND TELEGRAPH COMPANY  
(Licensor)

SIGNED: Henry L. Mosechetti

NAME: Henry L. Mosechetti

TITLE: Executive Director  
Network Facilities

DATE: 5/18/88

Appendix 1  
Form A-1

APPLICATION FOR CONDUIT SYSTEM OCCUPANCY LICENSE

In accordance with the terms and conditions of the License Agreement No. I-001C, dated May 28, 1988, application is hereby made for a license to occupy the conduit system shown on Form A-3, with the cable and equipment detailed on Forms A-4 and A-5. This request will be designated as:

Conduit System Occupancy Application No. 1 <sup>(1)</sup> (hereinafter C.S.O. No.)

Licensee hereby requests Licensor to specify the fees and charges associated with the above request. Such fees and charges shall be specified on Form A-2.

Specify party that will perform:

- 1) Installation of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)
- 2) Modifications to Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 3) Maintenance of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Oprns. Dept.)
- 4) Removal services of Licensee's communication facilities in Licensor's conduit system: American Telephone & Telegraph Co. (Const. Dept.)

American Telephone and Telegraph Company  
(Licensee)

Signed: *Chuck Meier*

Print Name: Chuck Meier

Title: District Manager

Date: ~~6-25-88~~ JUN 22 1988

(1) Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

AS TO FORM

*Jim Willis*

Attorney

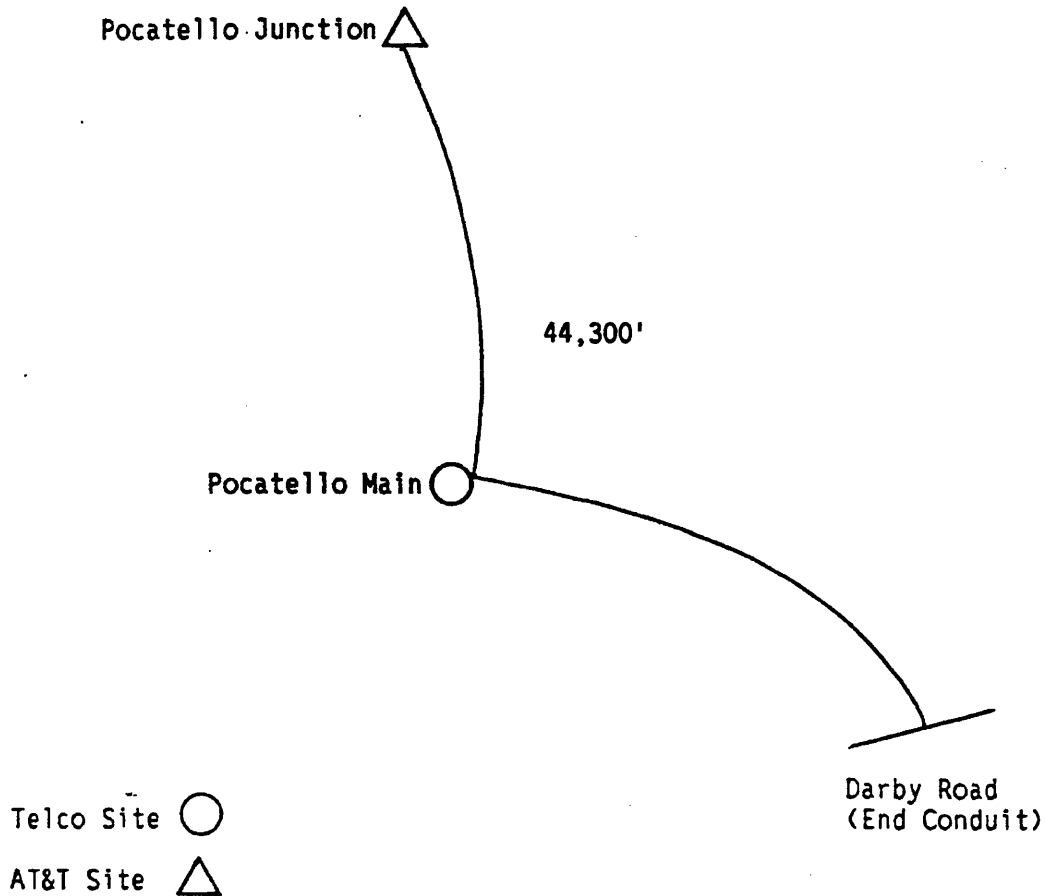
American Telephone and Telegraph Company  
(Licensee)

1  
(C.S.O. Application No.)

Pocatello Junction to Darby Road.

Appendix 1  
Form A-3

CONDUIT/INNERDUCT SYSTEM DIAGRAM  
(Licensee will provide diagram of requested conduit system route)





Appendix 1  
Form A-4

American Telephone and Telegraph Company  
(Licensee)

1  
(C.S.O. Application No.)

CABLE TO OCCUPY CONDUIT SYSTEMS

Idaho - Pocatello Junction to Darby Road

Cable Designation (a)	O.D. inches (b)	Wt. lbs. per Foot (c)	Metallic Sheath or Shield		Type of Cable (e)	Max. Voltage to Gnd.		Max. Current in any Conductor	Type of Jacket
			yes (d)	no (d)		AC (f)	DC (f)		
A	.042	0.11	RL	X-Ply	SM-LG 36 F	OV	OV	N/A	Poly

- (a) Cable Designation: Assign letter, alphabetically, to each different type of cable to be installed.
- (b) O.D. Inches: Outside diameter of the cable.
- (c) Wt. lbs. per foot: self explanatory.
- (d) Metallic Sheath or Shield: self explanatory.
- (e) Type of Cable: Show size and gauge (e.g., 16-22).
- (f) Max. Voltage to Gnd.: self explanatory
- (g) Max. Current in any Conductor: Indicate voltage.
- (h) Type of Jacket: Enter type of material of the outer jacket or sheath (polyethylene, PVC, or lead, etc.).

Appendix 1  
Form A-5

American Telephone and Telegraph Company  
(licensee)

1  
(C.S.O. Application No.)

EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES

Idaho - Pocatello Junction to Darby Road.

<u>Location</u>	<u>Type</u>	<u>Height</u>	<u>Width</u>	<u>Depth</u>	<u>Weight</u>	<u>Quantity</u>
1 <u>C.O. + 9,800</u>	<u>Splice Case</u>	<u>7"</u>	<u>25"</u>	<u>6"</u>	<u>25 lbs.</u>	<u>          </u>
2 <u>C.O. + 19,6000</u>	<u>and every 9800' to end conduit run.</u>					
3 <u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
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6 <u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
7 <u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
8 <u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

# **EXHIBIT 4**

**AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATION SERVICES  
BETWEEN  
QWEST CORPORATION  
AND  
AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.  
IN THE STATE OF IDAHO**

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originating from coin telephones where the computer requests deposit of coins, additional End User Customer key actions, recording of End User Customer voice, etc.

10.7.3.3 Call Branding Non-recurring Charge. Qwest will charge to CLEC a non-recurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such non-recurring charges prior to commencement of the service. The non-recurring set-up and recording charge will apply each time the CLEC's brand message is changed. The non-recurring charge to load the Switches with the CLEC's branded message will be assessed each time there is any change to the Switch.

#### **10.7.4 Ordering Process**

CLEC will order Operator Services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

#### **10.7.5 Billing**

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC's End User Customers and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate Billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

### **10.8 Access to Poles, Ducts, Conduits, and Rights of Way**

#### **10.8.1 Description**

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available pole attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term pole attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest

if and when CLEC abandons such innerduct.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit building. Within a multi-unit building, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets or building riser. The terms Duct and Conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three cables.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit buildings. Within a multi-unit building, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of State law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Rules as defined in this Agreement.

## 10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and rights of way (ROW). Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, State and/or federal

requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NEC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable State or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, innerduct, duct/conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order (Make-Ready fee). When modifications to a Qwest spare duct/conduit include the placement of innerduct, Qwest or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC

at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and technical feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that do not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC

shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.18 If Qwest terminates an Order for cause, or if CLEC terminates an Order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the

amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any applicable law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to CLEC. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1) continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) Day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years sine

the most recent inventory, or (b) five times the annual fee per pole or per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments. Qwest shall waive half the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for the attachment in the form of Attachment 2 of Exhibit D), within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC, (3) CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW within a specific multi-dwelling unit, if CLEC requests a copy of an agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multi-unit dwelling or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MDU information matrix, within ten (10) Days, which will identify (a) the owner of the multi-dwelling unit as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.27.3 and the Consent to Disclosure form. Qwest will provide to CLEC a copy of an agreement listed in the MDU information matrix that has not been publicly recorded after CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement. In lieu of submission of the Consent to Disclosure form, CLEC must comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides Qwest access to a multi-dwelling unit that Qwest provides to CLEC or that CLEC obtains from the multi-dwelling unit owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the multi-dwelling unit owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the Demarcation Point between Qwest facilities and the Owner's facilities in the property described in the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

### **10.8.3 Rate Elements**

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.



**10.8.3.1 Inquiry Fee.** A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

**10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee.** In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

**10.8.3.3 Make-Ready Fee.** A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

**10.8.3.4 Pole Attachment Fee.** A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

**10.8.3.5 Innerduct Occupancy Fee.** A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

**10.8.3.6 Access Agreement Consideration.** A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. nonrecurring) fee.

#### **10.8.4 Ordering**

There are two (2) steps required before placing an Order for access to ROW, Duct/Innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or Duct/Innerduct Occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multi-unit buildings upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) Days or within the time frames of the applicable federal or State law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MDU matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) Days of the request. Qwest will provide to CLEC a copy of agreements listed in the matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Alternatively, in order to secure any agreement that has not been publicly recorded, a CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, CLEC shall not be required to provide an executed Consent to Disclosure form. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for duct/innerduct/conduit, ROW or

poles : (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be provided on Attachment 2 of Exhibit D and shall be completed not later than forty-five (45) Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time, is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-

Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

#### **10.8.5 Billing**

CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, State and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

#### **10.8.6 Maintenance and Repair**

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, State or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

**Exhibit A - Idaho  
ATT**

10.6.1	Initial Database Load, per Listing		\$0.25		B
10.6.2	Reload of Database, per Listing		\$0.02		B
10.6.3	Daily Updates, per Listing		\$0.025		B
10.6.4	One-time Set-Up Fee			\$82.22	B
10.6.5	Media Charges for File Delivery				B
10.6.5.1	Electronic Transmission		\$0.02		B
10.6.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)		\$30.00		B
10.6.5.3	Shipping Charges (for tape delivery)			ICB	3
10.7	Toll and Assistance Operator Services, Facility Based Providers,		Recurring	Non-Recurring	Notes
10.7.1	Option A - Per Message				
10.7.1.1	Operator Handled Calling Card		\$1.45		B
10.7.1.2	Machine Handled Calling Card		\$6.60		B
10.7.1.3	Station Call		\$1.50		B
10.7.1.4	Person Call		\$3.50		B
10.7.1.5	Connect to Directory Assistance		\$0.75		B
10.7.1.6	Busy Line Verify, per Call		\$0.72		B
10.7.1.7	Busy Line Interrupt		\$0.87		B
10.7.1.8	Operator Assistance, per Call		\$0.50		B
10.7.2	Option B - Per Operator Work Second and Computer Handled Calls				
10.7.2.1	Operator Handled, per Operator Work Second		\$0.28		B
10.7.2.2	Machine Handled, per Call		\$0.25		B
10.7.2.3	Call Branding, Set-Up & Recording			\$10,500.00	B
10.7.2.4	Loading Brand/Per Switch			\$800.00	B
10.8	Access to Poles, Ducts, Conduits and Rights of Way		Recurring	Non-Recurring	Notes
10.8.1	Pole Inquiry Fee, per Mile			\$335.92	1
10.8.2	Innerduct Inquiry Fee, per Mile			\$403.79	1
10.8.3	ROW Inquiry Fee			\$149.23	1
10.8.4	ROW Doc Prep Fee			\$149.23	1
10.8.5	Field Verification Fee, per Pole			\$37.31	1
10.8.6	Field Verification Fee, per Manhole			\$485.01	1
10.8.7	Planner Verification, Per Manhole			\$16.64	1
10.8.8	Manhole Verification Inspector Per Manhole			\$298.47	1
10.8.9	Manhole Make-Ready Inspector, per Manhole			\$447.70	1
10.8.10	Pole Attachment Fee, per Foot, per Year		\$2.77		4, B
10.8.11	Innerduct Occupancy Fee, per Foot, per Year		\$0.31		4, B
10.8.12	Access Agreement Consideration			\$10.00	B
10.8.13	Make Ready			ICB	3
12	Operational Support Systems		Recurring	Non-Recurring	Notes
12.1	Development and Enhancements, per Order			\$5.00	B
12.2	Ongoing Maintenance, per Order			\$1.40	B
12.3	Daily Usage Record File, per Record		\$0.000419		B
12.4	Trouble Isolation Charge			See 9.20	
17	Bona Fide Request Process				B
17.1	Processing Fee			\$1851.86	B
<b>NOTES</b>					
* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the Idaho Public Utilities Commission in Docket Number USW-T-96-15, Commission Order Number 27738, effective September 17, 1998.					
B: Cost Docket QWE-T-01-11 Phase 1 Order No. 29408 (January 5, 2004) effective January 5, 2004.					
# Denotes voluntary rate reduction.					
## Additional reduction to the voluntary reductions reflected in the August 5, 2002 exhibit.					
1) Rates proposed in Cost Docket testimony filed on 6/29/01 & 11/16/2001. (TELRIC)					
2) Market-based rates.					
3) ICB, Individual Case Basis pricing.					
4) The State of Idaho has retained the oversight on these rates. These rates are not under the jurisdiction of the FCC.					
5) Rates not addressed in Cost Docket (TELRIC)					
6) Regional TELRIC based where required.					
7) A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.					
8) Rates found in FCC Tariff #1					

**Exhibirt A - Idaho  
ATT**

<p>9) The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&amp;T Interconnection agreement. CLEC may choose either QPF at this time.</p>				
<p>10) Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.</p>				
<p>11) All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only basic Vertical Switch Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Vertical Switch Features not listed are included in the cost of the switch port and have a rate of zero for both recurring and nonrecurring charges.</p>				
<p>12 - 18 Intentionally Left Blank</p>				
<p>19) Agreed to rate, Qwest is voluntarily reducing in order to keep rate relationship with the Fiber Transport "per Pair" rate element.</p>				

# EXHIBIT 5

**AGREEMENT  
FOR LOCAL WIRELINE NETWORK INTERCONNECTION  
AND  
SERVICE RESALE  
Between**

**AT&T Corp.**

**and**

**U S WEST Communications, Inc.**

**in the State of Idaho**



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**(c) U S WEST shall be entitled to retain all revenue associated with any sales pursuant to subparagraphs (a) and (b) above.<sup>25</sup>**

**44.3** *U S WEST will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that AT&T has supplied U S WEST the necessary privacy indicators on such Listings.*

**44.4 AT&T Responsibilities**

**44.4.1** *AT&T agrees to provide to U S WEST its end user names, addresses and telephone numbers in a standard mechanized format, as utilized by U S WEST.*

**44.4.2** *AT&T will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide U S WEST the means of identifying listings ownership.*

**44.4.3** *AT&T represents the end user information provided to U S WEST is accurate and correct. AT&T further represents that it has reviewed all listings provided to U S WEST, including end user requested restrictions on use such as non-published and non-listed.*

**44.4.4** *AT&T is responsible for dealings with, and on behalf of, AT&T's end users on the following subjects:*

- a) All end user account activity, e.g., end user queries and complaints.*
- b) All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to U S WEST.*
- c) Determining privacy requirements and accurately coding the privacy indicators for AT&T's end user information. If end user information provided by AT&T to U S WEST does not contain a privacy indicator, no privacy restrictions will apply.*

**45.** *[Intentionally left blank for numbering consistency.]*

**46. U S WEST Dex Issues**

**46.1** *U S WEST and AT&T agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, and yellow page listings, may be the subject of negotiations between AT&T and U S WEST Dex. U S WEST acknowledges that AT&T may request U S WEST to facilitate discussions between AT&T and U S WEST Dex.*

**47. Access to Poles, Ducts, Conduits, and Rights of Way**

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<sup>25</sup> Third Order, at p. 4.

47.1 **U S WEST shall provide AT&T nondiscriminatory access to poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity.<sup>26</sup>**

47.2 [Intentionally left blank for numbering consistency]

**47.3 Definitions**

*"Poles, ducts, conduits and ROW" refer to all the physical facilities and legal rights which provide for access to pathways across public and private property. These include poles, pole attachments, ducts, innerducts, conduits, building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, building risers, rights-of-way, or any other requirements needed to create pathways. These pathways may run over, under, across or through streets, traverse private property, or enter multi-unit buildings. A Right-of-Way ("ROW") is the right to use the land or other property owned, leased, or controlled by any means by U S WEST to place poles, ducts, conduits and ROW or to provide passage to access such poles, ducts, conduits and ROW. A ROW may run under, on, or above public or private property (including air space above public or private property) and shall include the right to use discrete space in buildings, building complexes, or other locations.*

**47.4 Requirements**

47.4.1 *U S WEST shall make poles, duct, conduits and ROW available to AT&T upon receipt of a request for use within the time periods provided in this Section, providing all information necessary to implement such use and containing rates, terms and conditions, including, but not limited to, maintenance and use in accordance with this Agreement and at least equal to those which it affords itself, its Affiliates and others. U S WEST may reserve the space in its poles, ducts, conduit and rights-of-way in order to meet its residential service obligations under Idaho law.<sup>27</sup> Other users of these facilities, including U S WEST, shall not interfere with the availability or use of the facilities by AT&T.*

47.4.2 *Within ten (10) Business Days of AT&T's request for specific poles, ducts, conduits, or ROW, U S WEST shall provide any information in its possession or available to it regarding the environmental conditions of such requested poles, ducts, conduits or ROW route or location including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this Agreement if it is in U S WEST's possession or files, or the possession of an agent, contractor, employee, lessor, or tenant of U S WEST's that holds such information on U S WEST's behalf. If the poles, ducts, conduits or ROW contain such environmental contamination, making the placement of equipment hazardous, U S WEST shall offer alternative poles, ducts, conduits or ROW for AT&T's consideration. U S WEST shall allow AT&T to perform any environmental site investigations, including, but not limited to, Phase I and Phase II environmental site assessments, as AT&T may deem to be necessary.*

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<sup>26</sup> Per Third Order, at 5.

<sup>27</sup> Per First Order at 41

- 47.4.3 *U S WEST shall not prevent or delay any third party assignment of ROW to AT&T.*
- 47.4.4 *U S WEST shall offer the use of such poles, ducts, conduits and ROW it has obtained from a third party to AT&T, to the extent such agreement does not prohibit U S WEST from granting such rights to AT&T. U S WEST shall not be required to act as the agent of AT&T in AT&T's efforts to secure license form third parties for the access of third parties' poles, ducts, conduit and rights of way, However, U S WEST shall provide to AT&T the necessary information as to the ownership of such space and where necessary and appropriate, provide assurance to the third party that U S WEST does not object to the granting of any required rights. The Parties shall jointly develop a document introducing AT&T to third party property owners.<sup>28</sup> They shall be offered to AT&T on the same terms as are offered to U S WEST. AT&T shall reimburse U S WEST for U S WEST's reasonable costs, if any, incurred as a result of the exercise of its eminent domain authority on behalf of AT&T in accordance with the provisions of this paragraph.*
- 47.4.5 *U S WEST shall provide AT&T equal and non-discriminatory access to poles, ducts, conduit and ROW and any other pathways on terms and conditions equal to that provided by U S WEST to itself or to any other Person. Further, U S WEST shall not preclude or delay allocation of these facilities to AT&T because of the potential needs of itself or of other Person, except a maintenance spare may be retained as described below, and except for reservations in existence made prior to the request of AT&T in accordance with the Act.*
- 47.4.6 *U S WEST shall not attach, or permit other entities to attach facilities on, within or overlashed to existing AT&T facilities without AT&T's prior written consent.*
- 47.4.7 *On a timely basis, U S WEST agrees to provide immediately necessary information, on a case-specific route basis, current detailed engineering and other plant records and drawings for specific requests for poles, ducts, conduit and ROW, including facility route maps at a city level, and the fees and expenses incurred in providing such records and drawings on the earlier of twenty (20) Business Days from AT&T request or the time within which U S WEST provides this information to itself or any other Person. If U S WEST is unable to provide this information within the twenty (20) day period, it shall immediately advise AT&T of the expected delay, the reason for such delay, and the expected date on which AT&T will receive the information requested. AT&T may request an earlier response time. Such information shall be of equal type and quality as that which is available to U S WEST's own engineering and operations staff. U S WEST shall also allow personnel designated by AT&T to jointly examine with U S WEST personnel, at no cost to AT&T for such personnel, such engineering records and drawings for a specific routing at U S WEST Central Offices and U S WEST Engineering Offices upon ten (10) days' written notice to U S WEST. U S WEST acknowledges that the request for information and the subject matter related to the request made under this Section shall be treated as Proprietary Information*

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<sup>28</sup> Per First Order at 42  
USWC/AT&T Interconnection Agreement - Idaho

47.4.8 U S WEST shall provide to AT&T a Single Point of Contact for negotiating all structure lease and ROW arrangements.

47.4.9 U S WEST shall provide information regarding the availability and condition of poles, ducts, conduit and ROW within five (5) Business Days of AT&T's request if the information then exists in U S WEST's records (a records based answer) and within twenty (20) Business Days of AT&T's request if U S WEST must physically examine the poles, ducts, conduits and ROW (a field based answer) ("Request"). AT&T shall have the option to be present at the field based survey and U S WEST shall provide AT&T at least twenty-four (24) hours' notice prior to the start of such field survey. During and after this period, U S WEST shall allow AT&T personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure. U S WEST shall send AT&T a written notice confirming availability pursuant to the Request within such twenty (20) day period ("Confirmation").

47.4.10.<sup>29</sup>

For the period beginning at the time of the Request and ending sixty (60) days following Confirmation, U S WEST shall reserve such poles, ducts, conduits and ROW for AT&T and shall not allow any use thereof by any Party, including U S WEST. AT&T shall elect whether or not to accept such poles, ducts, conduits and ROW within the sixty(60) day period following Confirmation. AT&T may accept such facilities by sending written notice to U S WEST ("Acceptance"). From the time of the Request pursuant to Section 47.4.9 above until sixty (60) days after Confirmation, U S WEST shall reserve any such requested poles, ducts, conduits and/or ROW for AT&T's use, provided, however, that if another party makes a bona fide request in writing to use any such requested poles, ducts, conduits and/or ROW, including U S WEST, U S WEST shall so inform AT&T. U S WEST shall not allow the requesting party, including itself, to use the requested poles, ducts, conduits and/or ROW without first giving AT&T the right to continue its reservation of such poles, ducts, conduits and/or ROW by paying U S WEST a reservation fee in an amount to be mutually agreed for the right to continue its reservation.

47.4.10.1 **Right of First Refusal.** During the Reservation Period, if another party, including U S WEST, makes a bona fide request for the actual use which would commence during the reservation period of any poles, ducts, conduits or ROW that AT&T has previously reserved, AT&T shall have a "right of first refusal" over these facilities. If AT&T chooses to exercise this right, AT&T must do so within five (5) calendar days prior to the expiration of the Reservation Period, whichever occurs first.

47.4.11 *Reservation.* After Acceptance by AT&T, AT&T shall have six (6) months to begin attachment and/or installation of its facilities to the poles, ducts, conduit and ROW or request U S WEST to begin make ready or other construction activities. Any

<sup>29</sup> Per First Order at 40.

such construction, installation or make ready by AT&T shall be completed by the end of one (1) year after Acceptance. AT&T shall not be in default of the 6-month or 1-year requirement above if such default is caused in any way by any action, inaction or delay on the part of U S WEST or its Affiliates or subsidiaries.

47.4.12 *Make Ready.* U S WEST shall rearrange, modify and/or make ready existing poles, ducts, conduit and ROW where necessary and feasible to provide space for AT&T's requirements. However, U S WEST shall not be required to undertake any modification if AT&T requests a modification that U S WEST would not undertake for itself to increase capacity. In addition, U S WEST may offer AT&T an economically competitive alternative to modification to meet AT&T's request in lieu of actual modification.<sup>30</sup> Subject to the requirements above, the Parties shall endeavor to mutually agree upon the time frame for the completion of such work within five (5) days following AT&T's request; provided, however, that any such work required to be performed by U S WEST shall be completed within sixty (60) days or a reasonable period of time based on standard construction intervals in the industry, unless otherwise agreed by AT&T in writing.

47.4.13 *New Construction.* After Acceptance, U S WEST shall complete any new construction, relocation or installation of poles, ducts, conduits or ROW required to be performed by U S WEST or any U S WEST construction, relocation or installation requested by AT&T within a reasonable period of time based on standard construction intervals in the industry or sixty (60) days after obtaining all governmental authority or permits necessary to complete such construction, relocation or installation. If U S WEST anticipates that construction, relocation or installation will go beyond standard industry intervals or the sixty (60) day period, U S WEST shall immediately notify AT&T and the Parties shall mutually agree on a completion date.

47.4.14 AT&T shall begin payment for the use of newly constructed poles, ducts, conduit, and ROW upon completion of such construction and installation and confirmation by appropriate testing methods that the facilities are in a condition ready to operate in AT&T's network or upon use (other than for testing) by AT&T, whichever is earlier.

47.4.15 AT&T shall make payment for construction, relocation, rearrangements, modifications and make ready in accordance with Section 3.5 of Attachment 1 of this Agreement.

47.4.16 [Intentionally left blank for numbering consistency]

47.4.17 AT&T may, at its option, install its facilities on poles, ducts, conduit and ROW and use AT&T or AT&T designated personnel to attach its equipment to such U S WEST poles, ducts, conduits and ROW.

47.4.18 If available, U S WEST shall provide AT&T space in manholes for racking and storage of cable and other materials as requested by AT&T.

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<sup>30</sup> Per First Order at 41.

47.4.19 U S WEST shall rearrange, modify and/or make ready any conduit system or poles with retired cable by removing such retired cable from conduit systems or poles to allow for the efficient use of conduit space and pole space. Before denying access based on a lack of capacity, U S WEST must explore potential accommodations with AT&T.

47.4.20 Where U S WEST has innerducts which are not, at that time, being used or are not reserved as emergency or maintenance spare in accordance with FCC rules and regulations, U S WEST shall offer such ducts for AT&T's use.

47.4.21 Where a spare innerduct does not exist, U S WEST shall allow AT&T to install an innerduct in U S WEST conduit, at AT&T's cost and expense. U S WEST must review and approve any installation of innerduct in any U S WEST's duct prior to the start of construction. Such approval shall not be unreasonably delayed, withheld or conditioned. AT&T shall provide notice to U S WEST of any work activity not less than twenty-four (24) hours prior to the start of construction.

47.4.22 Where U S WEST has any ownership or other rights to ROW to buildings or building complexes, or within buildings or building complexes, U S WEST shall offer such ROW to AT&T.

- (a) Subject to the approval of the building owner, if required, the right to use any available space owned or controlled by U S WEST in the building or building complex to install AT&T equipment and facilities;
- (b) Subject to the approval of the building owner, if required, ingress and egress to such space; and
- (c) Subject to the approval of the building owner, if required, the right to use electrical power at parity with U S WEST's rights to such power.

47.4.23 Whenever U S WEST intends to modify or alter any poles, ducts, conduits or ROW which contain AT&T's facilities, U S WEST shall provide written notification of such action to AT&T so that AT&T may have a reasonable opportunity to add to or modify its facilities. AT&T shall advise U S WEST, in writing, of its intentions to add or modify the facilities within fifteen (15) Business Days of U S WEST's notification. If AT&T adds to or modifies its facilities according to this paragraph, AT&T shall bear a proportionate share of the costs incurred by U S WEST in making such facilities accessible.

47.4.24 AT&T shall not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than AT&T, including U S WEST.

47.4.25 U S WEST shall maintain the poles, ducts, conduits and ROW at its sole cost. AT&T shall maintain its own facilities installed within the poles, ducts, conduits and ROW at its sole cost. In the event of an emergency, U S WEST shall begin repair of its facilities containing AT&T's facilities within a reasonable time frame based on industry standards or a time frame requested by AT&T. If U S WEST cannot begin



repair within the requested time frame, upon notice and approval of U S WEST, which approval shall not be unreasonably withheld, AT&T may begin such repairs without the presence of U S WEST personnel. AT&T may climb poles and enter the manholes, handholds, conduits and equipment spaces containing U S WEST's facilities in order to perform such emergency maintenance, but only until such time as qualified personnel of U S WEST arrives ready to continue such repairs. For both emergency and non-emergency repairs, AT&T may use spare innerduct or conduits, including the innerduct or conduit designated by U S WEST as emergency spare for maintenance purposes; provided, however, that AT&T may only use such spare conduit or innerduct for a maximum period of ninety (90) days.

47.4.26 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable, all parties shall share pro rata in costs for relocating the base conduit or poles and shall each pay its own cost of cable and installation of the facilities in the newly rebuilt U S WEST poles, ducts, conduits and ROW.

#### **48. Bona Fide Request Process for Further Unbundling**

- 48.1 Any request for Interconnection or access to an unbundled Network Element not already available via price lists, tariff, or as described herein shall be treated as a Request under this Section.
- 48.2 U S WEST shall use the Bona Fide Request Process ("BFR") process as described in this Section 48, to determine the technical feasibility of the requested interconnection or Network Element(s) and, for those items found to be technically feasible, to provide the terms and timetable for providing the requested items. Additionally, elements, services and functions which are materially or substantially different from those services, elements or functions already provided by U S WEST to itself, its Affiliates, Customers, or end users may, at the discretion of AT&T, be subject to this BFR process.
- 48.3 A Request shall be submitted in writing and, at a minimum, shall include: (a) a complete and accurate technical description of each requested Network Element or Interconnection; (b) the desired interface specifications; (c) a statement that the Interconnection or Network Element will be used to provide a Telecommunications Service; (d) the quantity requested; (e) the location(s) requested; and (f) whether AT&T wants the requested item(s) and terms made generally available. AT&T may designate a Request as Confidential.
- 48.4 Within forty-eight (48) hours of receipt of a Request, U S WEST shall acknowledge receipt of the Request and review such Request for initial compliance with Subsection 48.3 above. In its acknowledgment, U S WEST shall advise AT&T of any missing information reasonably necessary to move the Request to the preliminary analysis described in Subsection 48.5 below.
- 48.5 Unless otherwise agreed to by the Parties, within thirty (30) calendar days of its receipt of the Request and all information necessary to process it, U S WEST shall provide to AT&T a preliminary analysis of the Request. As reasonably requested by AT&T, U S WEST agrees to provide status updates to AT&T. U S WEST will notify AT&T if the quote preparation fee, if any, will exceed \$5,000. AT&T will approve the continuation of the development of the

# EXHIBIT 6

ACCOUNT NO: ID BJID0027  
INVOICE DATE: 01-28-2004

INVOICE NO: A831695-

ID COND BA 862607

PREVIOUS BALANCE	- PAYMENTS	+ CURRENT CHARGES	+ LATE CHARGE	= NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
.00	.00	121,825.00	.00	121,825.00	121,825.00	02-28-2004

CONDUIT RENTAL LICENSE AGREEMENT I-0001C APPLICATION # 88-1 (ID)  
ONE INNERDUCT FROM POCATELLO JUNCTION TO DANBY ROAD IN POCATELLO, ID  
44,300 FEET @ \$2.75 PER FOOT  
FOR THE PERIOD JANUARY 1, 2004 THRU DECEMBER 31, 2004

PREVIOUS BAN# BJ00125E

REFER BILLING QUESTIONS TO  
JERI ROGAN (303)707-8594

SUMMARY OF CURRENT CHARGES

	CHARGES
CURRENT CHARGES	\$ 121,825.00
TOTAL CURRENT CHARGES	\$ 121,825.00

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (303) 792-6975

Return this portion with your payment - please write the invoice # on your check.

ACCOUNT NO: ID BJID0027  
INVOICE DATE: 01-28-2004

INVOICE NO: A831695-  
050102 11902132

NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
121,825.00	121,825.00	02-28-2004

AMOUNT ENCLOSED: \_\_\_\_\_

RETURN PAYMENT TO:

QWEST  
P.O. BOX 2348  
SEATTLE, WA 98111 2348

ATTN: ATTN: GRE LEASE ADMIN  
AT&T  
55 CORPORATE DR RM 21C70  
BRIDGEWATER, NJ 08807

92050102ID/BJID0027A8316950128200480001218250007USWC/



ACCOUNT NO: ID BJID0026  
INVOICE DATE: 01-28-2004

INVOICE NO: A831694-

ID CONDTR 862600

PREVIOUS BALANCE	- PAYMENTS	+ CURRENT CHARGES	+ LATE CHARGE	= NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
-10,506.51	.00	15,119.00	.00	4,612.49	4,612.49	02-28-2004

CONDUIT RENTAL LICENSE AGREEMENT I-0001C APPLICATION # 88-2  
ONE INTERDUCT FROM BIRCH TO FILMORE STREET IN JEROME IDAHO  
4,652 FEET @ \$3.25 PER FOOT PER YEAR  
FOR THE PERIOD JANUARY 1, 2004 THRU DECEMBER 31, 2004

PREVIOUS BAN# BJ00124E

REFER BILLING QUESTIONS TO  
JERI ROGAN (303)707-8594

SUMMARY OF CURRENT CHARGES

	CHARGES
CURRENT CHARGES	\$ 15,119.00
TOTAL CURRENT CHARGES	\$ 15,119.00

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (303) 792-6975

Return this portion with your payment - please write the invoice # on your check.

ACCOUNT NO: ID BJID0026  
INVOICE DATE: 01-28-2004

INVOICE NO: A831694-  
087318 11902132

NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
4,612.49	4,612.49	02-28-2004

AMOUNT ENCLOSED: \_\_\_\_\_

RETURN PAYMENT TO:

QWEST  
P.O. BOX 2348  
SEATTLE, WA 98111 2348

ATTN: GRE LEASE ADMIN  
AT&T  
55 CORPORATE DR RM 21C70  
BRIDGEWATER, NJ 08807

92087318ID/BJID0026A8316940128200410000041

ACCOUNT NO : ID BJID0026  
STATEMENT DATE: 01-28-2004

CUSTOMER ID: 087318

*I OCONDJR 86262*

BILLING AUTHORITY NUMBER ACCOUNT STATEMENT

DATE	INVOICE	PREVIOUS BALANCE	- PAYMENTS & CREDIT	+ CURRENT CHARGES	+ LATE CHARGES	= NEW BALANCE
01-28-04	A831694	0.00	0.00	15,119.00	0.00	15,119.00
06-04-02	A716837	-10,506.51	0.00	0.00	0.00	-10,506.51
				TOTAL	\$	4,612.49

Qwest

FEB 04 2004

ACCOUNT NO: ID BJID0029  
INVOICE DATE: 01-28-2004

INVOICE NO: A831697-

IDCONDAA862700

PREVIOUS BALANCE	- PAYMENTS	+ CURRENT CHARGES	+ LATE CHARGE	= NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
.00	.00	208,419.25	.00	208,419.25	208,419.25	02-28-2004

CONDUIT RENTAL LICENSE AGREEMENT I-0001C APPLICATION NUMBER 88-4 (ID)  
ONE INNERDUCT FROM BOISE MAIN TO MERIDAN, LINDER ROAD & PINE  
64,129 FEET @ \$3.25 PER FOOT  
FOR THE PERIOD JANUARY 1, 2004 THRU DECEMBER 31, 2004

PREVIOUS BAN# BJ00127E

REFER BILLING QUESTIONS TO  
JERI ROGAN (303)707-8594

SUMMARY OF CURRENT CHARGES

	CHARGES
CURRENT CHARGES	\$ 208,419.25
TOTAL CURRENT CHARGES	\$ 208,419.25

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (303) 792-6975

Return this portion with your payment - please write the invoice # on your check.

ACCOUNT NO: ID BJID0029  
INVOICE DATE: 01-28-2004

INVOICE NO: A831697-  
050102 11902132

NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
208,419.25	208,419.25	02-28-2004

AMOUNT ENCLOSED: \_\_\_\_\_

RETURN PAYMENT TO:

QWEST  
P.O. BOX 2348  
SEATTLE, WA 98111 2348

ATTN: ATTN: GRE LEASE ADMIN  
AT&T  
55 CORPORATE DR RM 21C70  
BRIDGEWATER, NJ 08807

92050102ID/BJID0029A831697012820042000208419250511902132

# **EXHIBIT 7**



**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRG
<b>6.0</b>	<b>Resale</b>	Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
<b>6.1</b>	<b>Wholesale Discount Rates</b>						
6.1.1	<b>Southern Idaho</b>						
6.1.1.1	Basic Exchange Residential Line Service	18.25%		18.25%	B		B
6.1.1.2	Basic Exchange Business Line Service	18.25%		18.25%	B		B
6.1.1.3	IntraLATA Toll	18.25%		18.25%	B		B
6.1.1.4	Package/Special Services (e.g., Centrex, Discounted Line/Feature Packages, ISDN, PBX-Trunks, DSS & UAS, Frame Relay Service, LAN, MegaBit and other ACS)	18.25%		18.25%	B		B
6.1.1.5	Listings, CO Features & Information Services	18.25%		18.25%	B		B
6.1.1.6	Private Line	18.25%		18.25%	B		B
6.1.1.7	Operator Services / Directory Assistance (OS/DA)	18.25%		18.25%	B		B
6.1.1.8	Volume Packaged Services - High Volume Customers	6.65%		6.65%	B		B
6.1.1.9	Public Access Line (PAL) Service	0.00%		0.00%	B		B
6.1.2	<b>Northern Idaho</b>						
6.1.2.1	Basic Exchange Residential Line Service	19.37%		19.37%	B		B
6.1.2.2	Basic Exchange Business Line Service / PBX	19.37%		19.37%	B		B
6.1.2.3	IntraLATA Toll	19.37%		19.37%	B		B
6.1.2.4	Package/Special Services (e.g., Centrex, Discounted Line/Feature Packages, ISDN, PBX-Trunks, DSS & UAS, Frame Relay Service, LAN, MegaBit and other ACS)	19.37%		19.37%	B		B
6.1.2.5	Listings, CO Features & Information Services	19.37%		19.37%	B		B
6.1.2.6	Private Line	19.37%		19.37%	B		B
6.1.2.7	Operator Services / Directory Assistance (OS/DA)	19.37%		19.37%	B		B
6.1.2.8	Volume Packaged Services - High Volume Customers	6.87%		6.87%	B		B
6.1.2.9	Public Access Line (PAL) Service	0.00%		0.00%	B		B
6.2	<b>Customer Transfer Charge (CTC)</b>						
6.2.1	<b>CTC for POTS Service</b>						
6.2.1.1	Manual						
6.2.1.1.1	First Line			\$16.22			B
6.2.1.1.2	Each Additional Line			\$2.27			B
6.2.1.2	Mechanized						
6.2.1.2.1	First Line			\$0.63			B
6.2.1.2.2	Each Additional Line			\$0.12			B
6.2.2	<b>CTC for Private Line Transport Services</b>						
6.2.2.1	First Circuit			\$38.84			B
6.2.2.2	Additional Circuit, per circuit, same CSR			\$33.50			B
6.2.3	<b>CTC for Advanced Communications Services, per Circuit</b>			\$46.81			B
7.0	<b>Interconnection</b>						
7.1	<b>Entrance Facilities</b>						
7.1.1	Intentionally Left Blank						
7.1.2	DS1	\$103.61		\$208.34	B		B
7.1.3	DS3	\$524.42		\$277.73	B		B
7.2	<b>LISE ICT</b>						
7.2.1	Per DS1	\$0.00		\$0.00	B		B
7.2.2	Per DS3	\$0.00		\$0.00	B		B
7.3	<b>Direct Trunked Transport</b>						
7.3.1	Intentionally Left Blank						
7.3.2	<b>DS1</b>						
7.3.2.1	Over 0 to 8 Miles	\$37.35	\$1.25		B		B
7.3.2.2	Over 8 to 25 Miles	\$37.35	\$1.82		B		B
7.3.2.3	Over 25 to 50 Miles	\$37.35	\$1.89		B		B
7.3.2.4	Over 50 Miles	\$37.35	\$1.90		B		B
7.3.3	<b>DS3</b>						
7.3.3.1	Over 0 to 8 Miles	\$257.18	\$19.48		B		B
7.3.3.2	Over 8 to 25 Miles	\$260.49	\$24.24		B		B
7.3.3.3	Over 25 to 50 Miles	\$260.77	\$28.43		B		B
7.3.3.4	Over 50 Miles	\$259.32	\$28.35		B		B
7.4	<b>Multiplexing</b>						
7.4.1	DS1 to DS0	\$263.86		\$193.30	B		B

**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Nonrecurring	REQ	REQ	REQ
7.4.2	DS3 to DS1	\$304.22		\$193.30	B		B
<b>7.5</b>	<b>Trunk Nonrecurring Charges</b>						
7.5.1	Intentionally Left Blank						
7.5.2	DS1 Interface						
7.5.2.1	First Trunk			\$229.40			B
7.5.2.2	Each Additional Trunk			\$5.48			B
7.5.3	DS3 Interface						
7.5.3.1	First Trunk			\$235.71			B
7.5.3.2	Each Additional Trunk			\$11.78			B
<b>7.6</b>	<b>Exchange Service (EAS/Local) Traffic</b>						
7.6.1	End Office Call Termination, per Minute of Use	\$0.001343			###		
7.6.2	Tandem Switched Transport, Per Minute of Use	\$0.000690			#		
7.6.3	Tandem Transmission, per Minute of Use						
7.6.3.1	Over 0 to 8 Miles	\$0.0004564	\$0.0000367		B	B	
7.6.3.2	Over 8 to 25 Miles	\$0.0004564	\$0.0000367		B	B	
7.6.3.3	Over 25 to 50 Miles	\$0.0004564	\$0.0000367		B	B	
7.6.3.4	Over 50 Miles	\$0.0004260	\$0.0000144		B	B	
<b>7.7</b>	<b>Local Traffic-FCC-ISP Rate Caps</b>						
7.7.1	MOU June 14, 2003-June 13, 2004	\$0.0007			5		
<b>7.8</b>	<b>Miscellaneous Charges</b>						
7.8.1	Expedite Charge (LIS Trunks)			Qwest's Idaho Access Service Catalog			
7.8.2	Cancellation Charge (LIS Trunks)			Qwest's Idaho Access Service Catalog			
7.8.3	Additional Testing (LIS Trunks)			Qwest's Idaho Access Service Catalog			
<b>7.9</b>	<b>Transit Traffic</b>						
7.9.1	Local Transit (Local Transit Assumed Mileage = 7 Miles)	See Tandem Switching and Tandem Transmission Rates Above.	See Tandem Switching and Tandem Transmission Rates Above.				
7.9.2	IntraLATA Transit Toll (IntraLATA Transit Toll Assumed Mileage = 7 Miles)	Qwest's Idaho Access Service Catalog	Qwest's Idaho Access Service Catalog				
7.9.3	Jointly Provided Switched Access	Qwest's Idaho Access Service Catalog	Qwest's Idaho Access Service Catalog	Qwest's Idaho Access Service Catalog			
7.9.4	Category 11 Mechanized Record Charge, per Record	\$0.0014877			B		
<b>8.0</b>	<b>Collocation</b>						
<b>8.1</b>	<b>All Collocation</b>						
8.1.1	Planning and Engineering						
8.1.1.1	Intentionally Left Blank						
8.1.1.2	Cable Augment Quote Preparation Fee			\$1,284.30			B
8.1.2	Entrance Facility						
8.1.2.1	Standard Shared, per Fiber	\$5.44		\$618.32	B	B	
8.1.2.2	Cross Connect, per Fiber	\$5.56		\$722.65	B	B	
8.1.2.3	Express, per Cable	\$88.19		\$9,009.73	B	B	
8.1.3	Cable Splicing						
8.1.3.1	Fiber - Per Set-Up			\$399.93			B
8.1.3.2	Per Fiber Spliced			\$37.15			B
8.1.4	Power Usage						
8.1.4.1	-48 Volt DC Power Usage, per Ampere, per Month						
8.1.4.1.1	Power Plant						
8.1.4.1.1.1	Power Plant - Less than 60 Amps	\$10.64			B		

**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-recurring	REQ	REQ per Mile	NRG
8.1.4.1.1.2	Power Plant - Equal to or Greater Than 60 Amps	\$8.42			B		
8.1.4.1.2	Power Usage						
8.1.4.1.2.1	Power Usage 60 Amps or Less, per Amp	\$2.47			B		
8.1.4.1.2.2	Power Usage More Than 60 Amps, per Amp	\$4.93			B		
8.1.5	AC Power Feed						
8.1.5.1	AC Power Feed, per Amp, per Month						
8.1.5.1.1	120 V	\$16.09			B		
8.1.5.1.2	208 V, Single Phase	\$27.89			B		
8.1.5.1.3	208 V, Three Phase	\$48.25			B		
8.1.5.1.4	240 V, Single Phase	\$32.19			B		
8.1.5.1.5	240 V, Three Phase	\$55.68			B		
8.1.5.1.6	480 V, Three Phase	\$111.35			B		
8.1.5.2	AC Power Feed, per Foot, per Month						
8.1.5.2.1	20 Amp, Single Phase	\$0.0084		\$7.43	B		B
8.1.5.2.2	20 Amp, Three Phase	\$0.0105		\$9.22	B		B
8.1.5.2.3	30 Amp, Single Phase	\$0.0091		\$8.02	B		B
8.1.5.2.4	30 Amp, Three Phase	\$0.0125		\$11.01	B		B
8.1.5.2.5	40 Amp, Single Phase	\$0.0107		\$9.43	B		B
8.1.5.2.6	40 Amp, Three Phase	\$0.0147		\$12.97	B		B
8.1.5.2.7	50 Amp, Single Phase	\$0.0127		\$11.18	B		B
8.1.5.2.8	50 Amp, Three Phase	\$0.0177		\$15.61	B		B
8.1.5.2.9	60 Amp, Single Phase	\$0.0144		\$12.64	B		B
8.1.5.2.10	60 Amp, Three Phase	\$0.0204		\$17.97	B		B
8.1.5.2.11	100 Amp, Single Phase	\$0.0178		\$15.66	B		B
8.1.5.2.12	100 Amp, Three Phase	\$0.0277		\$24.44	B		B
8.1.6	Inspector Labor, per Half Hour						
8.1.6.1	Regular Hours Rate			\$28.25			B
8.1.6.2	After Hours Rate, minimum 3 hours			\$37.88			B
8.1.7	Channel Regeneration						
8.1.7.1	DS1 Regeneration	\$0.00		\$0.00	6		6
8.1.7.2	DS3 Regeneration	\$0.00		\$0.00	6		6
8.1.8	Collocation Terminations						
8.1.8.1	Shared Access						
8.1.8.1.1	DS0						
8.1.8.1.1.1	Cable Placement, per 100 Pair Block	\$0.2262		\$208.61	B		B
8.1.8.1.1.2	Cable Placement, per Termination	\$0.0090		\$4.12	B		B
8.1.8.1.1.3	Cable, per 100 Pair Block	\$0.3304		\$304.71	B		B
8.1.8.1.1.4	Cable, per Termination	\$0.0066		\$4.50	B		B
8.1.8.1.1.5	Blocks, per 100 Pair Block	\$0.5730		\$528.42	B		B
8.1.8.1.1.6	Blocks, per Termination	\$0.0115		\$8.62	B		B
8.1.8.1.1.7	Block Placement, per 100 Pair Block	\$0.2381		\$219.55	B		B
8.1.8.1.1.8	Block Placement, per Termination	\$0.0048		\$3.69	B		B
8.1.8.1.2	DS1						
8.1.8.1.2.1	Cable Placement, per 28 DS1s	\$0.4111		\$962.14	B		B
8.1.8.1.2.2	Cable Placement, per Termination	\$0.0442		\$38.94	B		B
8.1.8.1.2.3	Cable, per 28 DS1s	\$0.3993		\$351.74	B		B
8.1.8.1.2.4	Cable, per Termination	\$0.0429		\$37.82	B		B
8.1.8.1.2.5	Panel, per 28 DS1s	\$0.2742		\$241.59	B		B
8.1.8.1.2.6	Panel, per Termination	\$0.0330		\$29.04	B		B
8.1.8.1.2.7	Panel Placement, per 28 DS1s	\$0.0847		\$74.58	B		B
8.1.8.1.2.8	Panel Placement, per Termination	\$0.0091		\$8.02	B		B
8.1.8.1.3	DS3						
8.1.8.1.3.1	Cable Placement, per Termination	\$0.1521		\$134.00	B		B
8.1.8.1.3.2	Cable, per Termination	\$0.2578		\$227.14	B		B
8.1.8.1.3.3	Connector, per Termination	\$0.2625		\$231.21	B		B
8.1.8.1.3.4	Connector Placement, per Termination	\$0.0204		\$18.01	B		B
8.1.8.1.4	Fiber Termination						
8.1.8.1.4.1	Terminations, per 12 Fibers	\$26.24		\$1,513.88	B		B
8.1.8.1.4.2	Additional Connector (if applicable)	\$0.47		\$411.85	B		B
8.1.8.1.4.3	Cable Racking - Shared, per 12 Fibers	\$26.47			B		
8.1.8.1.4.4	Cable Racking - Dedicated	\$1.63		\$1,433.96	B		B
8.1.9	Security Charge						
8.1.9.1	Per Employee, per Card	\$0.86			B		
8.1.9.2	Card Access, per Employee, per Office	\$7.00			B		

**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-recurring	REG	REQ'D	NRG
8.1.9.3	Central Office Security Infrastructure	ICB		ICB	3		3
8.1.10	Composite Clock / Central Office Synchronization						
8.1.10.1	Synchronization - Composite Clock, per Port	\$7.44			B		
8.1.11	Intentionally Left Blank						
8.1.12	Space Availability Charge			\$313.63			B
8.1.13	Collocation Space Reservation Fee			The charge will be 25% of the Nonrecurring Fee			
8.1.14	Collocation Space Option Administration Fee			\$1,107.35			B
8.1.15	Collocation Space Option Fee, per Square Foot	\$2.00			B		
<b>8.2</b>	<b>Virtual Collocation</b>						
8.2.1	Planning and Engineering Fees						
8.2.1.1	Quote Preparation Fee			\$3,146.41			B, 7
8.2.2	Maintenance Labor, per Half Hour						
8.2.2.1	Regular Hours Rate			\$29.01			B
8.2.2.2	After Hours Rate			\$39.00			B
8.2.3	Training Labor, per Half Hour						
8.2.3.1	Regular Hours Rate			\$29.01			B
8.2.4	Bay Space						
8.2.4.1	Equipment Bay, per Shelf	\$4.17			B		
8.2.4.2	Virtual Space Construction, Initial Bay Provided	\$20.15		\$17,749.07	B		B
8.2.4.3	Each Additional Bay Space	\$3.24		\$2,854.33	B		B
8.2.4.4	Virtual Cable Racking, per Shelf	\$0.44		\$384.59	B		B
8.2.5	Engineering Labor, per Half Hour						
8.2.5.1	Regular Hours Rate			\$32.94			B
8.2.5.2	After Hours Rate			\$43.31			B
8.2.6	Installation Labor, per Half Hour						
8.2.6.1	Regular Hours Rate			\$31.77			B
8.2.6.2	After Hours Rate			\$41.32			B
8.2.7	Rent						
8.2.7.1	Floor Space Lease, per Square Foot	\$2.70			B		
8.2.7.2	Rent, per Shelf	\$4.05			B		
8.2.8	Intentionally Left Blank						
8.2.9	Power Plant						
8.2.9.1	-48 DC Power Cable						
8.2.9.1.1	20 Amp Power Feed	\$4.52		\$3,985.41	B		B
8.2.9.1.2	30 Amp Power Feed	\$5.15		\$4,537.67	B		B
8.2.9.1.3	40 Amp Power Feed	\$6.22		\$5,480.42	B		B
8.2.9.1.4	60 Amp Power Feed	\$11.02		\$9,706.03	B		B
8.2.9.1.5	100 Amp Power Feed	\$18.58		\$16,370.51	B		B
8.2.9.1.6	200 Amp Power Feed	\$34.59		\$30,473.63	B		B
8.2.9.1.7	300 Amp Power Feed	\$54.39		\$47,917.87	B		B
8.2.9.1.8	400 Amp Power Feed	\$77.23		\$68,037.02	B		B
<b>8.3</b>	<b>Cageless Physical Collocation</b>						
8.3.1	Planning and Engineering Fee						
8.3.1.1	Quote Preparation Fee			\$3,146.41			B, 7
8.3.2	Space Construction and Site Preparation						
8.3.2.1	Site Preparation Fee			ICB			3
8.3.2.2	2 Bays	\$23.39		\$20,603.40	B		B
8.3.2.3	Intentionally Left Blank						
8.3.2.4	Intentionally Left Blank						
8.3.2.5	Space Construction for Each Additional Bay	\$3.24		\$2,854.33	B		B
8.3.2.6	Adjustment for Single Bay - Change to Standard Design	(\$3.24)		(\$2,854.33)	B		B
8.3.2.7	DC Power Cable						
8.3.2.7.1	20 Amp Power Feed	\$4.52		\$3,985.41	B		B
8.3.2.7.2	30 Amp Power Feed	\$5.15		\$4,537.67	B		B
8.3.2.7.3	40 Amp Power Feed	\$6.22		\$5,480.42	B		B

**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
8.3.2.7.4	60 Amp Power Feed	\$11.02		\$9,706.03	B		B
8.3.2.7.5	100 Amp Power Feed	\$18.58		\$16,370.51	B		B
8.3.2.7.6	200 Amp Power Feed	\$34.59		\$30,473.53	B		B
8.3.2.7.7	300 Amp Power Feed	\$54.39		\$47,917.87	B		B
8.3.2.7.8	400 Amp Power Feed	\$77.23		\$68,037.02	B		B
8.3.3	Floor Space Lease, per Square Foot	\$2.70			B		
<b>8.4</b>	<b>Caged Physical Collocation</b>						
8.4.1	Planning and Engineering Fee						
8.4.1.1	Quote Preparation Fee			\$3,185.58			B, 7
8.4.2	Space Construction and Site Preparation						
8.4.2.1	Site Preparation Fee				ICB		3
8.4.2.2	Intentionally Left Blank						
8.4.2.3	Intentionally Left Blank						
8.4.2.4	Space Construction						
8.4.2.4.1	Cage Up to 100 Sq. Ft.	\$38.51		\$33,927.76	B		B
8.4.2.4.2	Cage - 101 Sq. Ft. to 200 Sq. Ft.	\$34.18		\$30,113.98	B		B
8.4.2.4.3	Cage - 201 Sq. Ft. to 300 Sq. Ft.	\$42.18		\$37,154.11	B		B
8.4.2.4.4	Cage - 301 Sq. Ft. to 400 Sq. Ft.	\$44.18		\$38,922.82	B		B
8.4.2.5	Intentionally Left Blank						
8.4.2.6	Intentionally Left Blank						
8.4.2.7	DC Power Cable						
8.4.2.7.1	20 Amp Power Feed	\$5.62		\$4,954.85	B		B
8.4.2.7.2	30 Amp Power Feed	\$6.20		\$5,457.64	B		B
8.4.2.7.3	40 Amp Power Feed	\$7.41		\$6,526.00	B		B
8.4.2.7.4	60 Amp Power Feed	\$12.23		\$10,772.79	B		B
8.4.2.7.5	100 Amp Power Feed	\$19.90		\$17,531.29	B		B
8.4.2.7.6	200 Amp Power Feed	\$37.04		\$32,634.30	B		B
8.4.2.7.7	300 Amp Power Feed	\$58.25		\$51,315.56	B		B
8.4.2.7.8	400 Amp Power Feed	\$82.71		\$72,861.29	B		B
8.4.3	Space Construction - Fencing Credit						
8.4.3.1	Cage Up to 100 Sq. Ft.	(\$10.07)		(\$6,723.12)	B		B
8.4.3.2	Cage 101 - 200 Sq. Ft.	(\$12.70)		(\$7,135.89)	B		B
8.4.3.3	Cage 201 - 300 Sq. Ft.	(\$14.47)		(\$8,015.26)	B		B
8.4.3.4	Cage 301 - 400 Sq. Ft.	(\$18.15)		(\$8,851.38)	B		B
8.4.4	Floor Space Lease, per Square Foot	\$2.70			B		
8.4.5	Intentionally Left Blank						
8.4.6	Intentionally Left Blank						
8.4.7	Intentionally Left Blank						
8.4.8	Grounding						
8.4.8.1	2 / 0 AWG, per Foot	\$0.0097		\$8.52	B		B
8.4.8.2	1 / 0 AWG, per Foot	\$0.0170		\$14.99	B		B
8.4.8.3	4 / 0 AWG, per Foot	\$0.0200		\$17.64	B		B
8.4.8.4	350 kcmil, per Foot	\$0.0258		\$22.77	B		B
8.4.8.5	500 kcmil, per Foot	\$0.0299		\$26.35	B		B
8.4.8.6	750 kcmil, per Foot	\$0.0456		\$40.17	B		B
<b>8.5</b>	<b>Adjacent Collocation</b>				ICB		3
<b>8.6</b>	<b>Remote Collocation</b>						
8.6.1	Physical & Virtual Remote Collocation						
8.6.1.1	Space (per Standard Mounting Unit)	\$0.57		\$665.47	B		B
8.6.1.2	FDI Terminations (per 25 Pair)	\$0.35		\$484.90	B		B
8.6.1.3	Power Usage						
8.6.1.3.1	Power Usage 60 Amps or Less, per Amp	\$2.47			B		
8.6.1.3.2	Power Usage More Than 60 Amps, per Amp	\$4.93			B		
8.6.1.4	Quote Preparation Fee			\$1,064.52			B
8.6.2	Adjacent Remote Collocation						
8.6.2.1	Adjacent Remote Collocation (New)				ICB		3
8.6.2.2	Adjacent Remote Collocation (Existing)						
8.6.2.2.1	Space (per Standard Mounting Unit)	\$0.57		\$665.47	B		B
8.6.2.2.2	FDI Terminations (per 25 Pair)	\$0.35		\$484.90	B		B
8.6.2.2.3	Power Usage						

**Exhibit A  
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		Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
8.6.2.2.3.1	Power Usage 60 Amps or Less, per Amp	\$2.47			B		
8.6.2.2.3.2	Power Usage More Than 60 Amps, per Amp	\$4.93			B		
8.6.2.2.4	Quote Preparation Fee			\$1,064.52			B
<b>8.6.3</b>	<b>Additional Virtual Remote Collocation Elements</b>						
8.6.3.1	Flat Charge, per Job			\$36.18			B
8.6.3.2	Engineering Rate, per Half Hour			\$35.65			B
8.6.3.3	Maintenance, per Half Hour			\$29.40			B
8.6.3.4	Installation, per Half Hour			\$29.40			B
8.6.3.5	Training, per Half Hour			\$29.40			B
<b>8.7</b>	<b>CLEC to CLEC</b>						
8.7.1	Design Engineering & Installation						
8.7.1.1	Flat Charge (Design Engineering - No Cables)			\$634.78			B
8.7.1.2	Fiber Flat Charge			\$1,229.81			B
8.7.2	Cable Racking, Per Foot						
8.7.2.1	DS0, per Foot, per Cable	\$0.11848			B		
8.7.2.2	DS1, per Foot, per Cable	\$0.13075			B		
8.7.2.3	DS3, per Foot, per Cable	\$0.10234			B		
8.7.2.4	Fiber, per Foot, per Fiber	\$0.93313			B		
8.7.3	Virtual Connections (if applicable – Connections only: No cables)						
8.7.3.1	DS0 (Per 100 Connections)			\$194.39			B
8.7.3.2	DS1 (Per 28 Connections)			\$91.54			B
8.7.3.3	DS3 (Per 1 Connection)			\$5.90			B
8.7.3.4	Fiber Connections, per Fiber Spliced			\$37.15			B
8.7.4	Cable Hole (if Applicable)			\$386.89			B
8.7.5	CLEC to CLEC Cross Connection			\$201.36			B
<b>8.8</b>	<b>Interconnection Distribution Frame (ICDF) Collocation</b>				ICB		3
<b>8.9</b>	<b>Application to Request Cancellation</b>			No Charge			
<b>8.10</b>	<b>Microwave Collocation</b>			Under Development			
<b>8.11</b>	<b>Intentionally Left Blank</b>						
<b>8.12</b>	<b>Intentionally Left Blank</b>						
<b>8.13</b>	<b>DC Power Reduction</b>						
8.13.1	Quote Preparation Fee			\$703.70			B
8.13.2	Power Reduction Less than 60 Amps			\$494.45			B
8.13.3	Power Reduction Equal to 60 Amps			\$706.91			B
8.13.4	Power Reduction Greater than 60 Amps, per Amp			\$895.31			B
8.13.5	Power On / Off			\$621.09			B
8.13.6	Battery Distribution Fuse Board (BDFB) Rent	\$64.59			B		
<b>8.14</b>	<b>Collocation Transfer of Responsibility</b>						
8.14.1	Intentionally Left Blank						
9.14.2	Assessment Fee			\$1,036.00			B
9.14.3	Network Systems Administration Fee			\$1,586.00			B
<b>8.15</b>	<b>Intentionally Left Blank</b>						
<b>9.0</b>	<b>Unbundled Network Elements (UNEs)</b>						
<b>9.1</b>	<b>Interconnection Tie Pairs (ITP) – Per Termination</b>						
9.1.1	DS0	\$0.38			B		
9.1.2	DS1	\$1.24			B		
9.1.3	DS3	\$14.76			B		
<b>9.2</b>	<b>Unbundled Loops</b>						
9.2.1	Analog Loops			See 9.2.4			
9.2.1.1	2-Wire Voice Grade Loop						
9.2.1.1.1	Zone 1	\$15.65					##
9.2.1.1.2	Zone 2	\$23.76					##
9.2.1.1.3	Zone 3	\$40.50					##
9.2.1.2	Intentionally Left Blank						
9.2.1.3	4-Wire Voice Grade Loop						
9.2.1.3.1	Zone 1	\$30.70					##

**Exhibit A  
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		Recurring	Recurring per Mile	Non-recurring	REC	REC PER MILE	REC
9.2.1.3.2	Zone 2	\$46.63			##		
9.2.1.3.3	Zone 3	\$79.47			##		
9.2.2	Nonloaded Loops			See 9.2.4			
9.2.2.1	2-Wire Nonloaded Loop						
9.2.2.1.1	Zone 1	\$15.65			##		
9.2.2.1.2	Zone 2	\$23.76			##		
9.2.2.1.3	Zone 3	\$40.50			##		
9.2.2.2	Intentionally Left Blank						
9.2.2.3	4-Wire Nonloaded Loop						
9.2.2.3.1	Zone 1	\$30.70			##		
9.2.2.3.2	Zone 2	\$46.63			##		
9.2.2.3.3	Zone 3	\$79.47			##		
9.2.2.4	Loop Unloading	\$9.00			A, B		
9.2.2.5	Loop Conditioning	\$22.00			A, B		
9.2.3	Digital Capable Loops						
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See-9.2.4			
9.2.3.1.1	Zone 1	\$15.65			##		
9.2.3.1.2	Zone 2	\$23.76			##		
9.2.3.1.3	Zone 3	\$40.50			##		
9.2.3.2	Intentionally Left Blank						
9.2.3.3	DS1 Capable Loop			See-9.2.5			
9.2.3.3.1	Zone 1	\$86.48			##		
9.2.3.3.2	Zone 2	\$86.48			##		
9.2.3.3.3	Zone 3	\$99.96			##		
9.2.3.4	DS3 Capable Loop			See-9.2.6			
9.2.3.4.1	Zone 1	\$941.95			##		
9.2.3.4.2	Zone 2	\$955.04			##		
9.2.3.4.3	Zone 3	\$1,264.56			##		
9.2.3.5	OC - n Capable Loop			See-9.2.7			
9.2.3.5.1	OC - 3	\$924.94			1		
9.2.3.5.2	OC - 12	\$1,314.57			B		
9.2.3.5.3	OC - 48	\$3,528.38			B		
9.2.3.6	2-Wire Extension Technology	\$22.00			A		
9.2.4	Loop Installation Charges for 2 & 4 wire Analog / Non-Loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required.	See 9.2.1 & 9.2.2					
9.2.4.1	Basic Installation						
9.2.4.1.1	First			\$11.03			A
9.2.4.1.2	Each Additional			\$6.07			A
9.2.4.2	Basic Installation with Performance Testing						
9.2.4.2.1	First Loop			\$17.72			A
9.2.4.2.2	Each Additional			\$8.99			A
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.4.3.1	First Loop			\$171.87			#
9.2.4.3.2	Each Additional			\$94.09			#
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.4.4.1	First Loop			\$59.81			#
9.2.4.4.2	Each Additional			\$53.32			#
9.2.4.5	Basic Installation with Cooperative Testing						
9.2.4.5.1	First Loop			\$142.10			#
9.2.4.5.2	Each Additional			\$94.09			#
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.1	Basic Installation						
9.2.5.1.1	First Loop			\$128.71			B
9.2.5.1.2	Each Additional			\$99.73			B
9.2.5.2	Basic Installation with Performance Testing						

**Exhibit A  
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		Recurring	Recurring per Mile	Non-recurring	REC	PREP	REG
9.2.5.2.1	First Loop			\$279.37			B
9.2.5.2.2	Each Additional			\$212.57			B
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.5.3.1	First Loop			\$316.94			B
9.2.5.3.2	Each Additional			\$222.40			B
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.5.4.1	First Loop			\$135.78			B
9.2.5.4.2	Each Additional			\$106.79			B
9.2.5.5	Basic Installation with Cooperative Testing						
9.2.5.5.1	First Loop			\$272.24			B
9.2.5.5.2	Each Additional			\$195.68			B
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.1	Basic Installation						
9.2.6.1.1	First Loop			\$128.71			B
9.2.6.1.2	Each Additional			\$99.73			B
9.2.6.2	Basic Installation with Performance Testing						
9.2.6.2.1	First Loop			\$279.37			B
9.2.6.2.2	Each Additional			\$212.57			B
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.6.3.1	First Loop			\$316.94			B
9.2.6.3.2	Each Additional			\$222.40			B
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.6.4.1	First Loop			\$135.78			B
9.2.6.4.2	Each Additional			\$106.79			B
9.2.6.5	Basic Installation with Cooperative Testing						
9.2.6.5.1	First Loop			\$272.24			B
9.2.6.5.2	Each Additional			\$195.68			B
9.2.7	OC - 3, 12, 48 Loop Installation Charges	See 9.2.3.5					
9.2.7.1	Basic Installation						
9.2.7.1.1	First Loop			\$128.71			B
9.2.7.1.2	Each Additional Loop			\$99.73			B
9.2.7.2	Basic Installation with Performance Testing						
9.2.7.2.1	First Loop			\$279.37			B
9.2.7.2.2	Each Additional Loop			\$212.57			B
9.2.7.3	Coordinated Installation with Cooperative Testing						
9.2.7.3.1	First Loop			\$316.94			B
9.2.7.3.2	Each Additional Loop			\$222.40			B
9.2.7.4	Coordinated Installation without Cooperative Testing						
9.2.7.4.1	First Loop			\$135.78			B
9.2.7.4.2	Each Additional Loop			\$106.79			B
9.2.7.5	Basic Installation with Cooperative Testing						
9.2.7.5.1	First Loop			\$272.24			B
9.2.7.5.2	Each Additional Loop			\$195.68			B
9.2.8	Private Line to Unbundled Loop Conversions			\$34.50			B
9.3	Subloop						
9.3.1	2-Wire Distribution Loop (Applies to both Analog and Nonloaded)						
9.3.1.1	First			\$107.92			1
9.3.1.2	Each Additional			\$29.62			1
9.3.1.3	First & Each Additional 2-Wire Distribution Loop						
9.3.1.3.1	Zone 1	\$11.00				##	
9.3.1.3.2	Zone 2	\$16.70				##	
9.3.1.3.3	Zone 3	\$27.57				1	
9.3.2	Intentionally Left Blank						
9.3.3	Intra-Building Cable Loop, Per Pair	\$0.70				1	



**Exhibit A  
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		Recurring	Recurring per Mile	Non-recurring	REQ. #	REQ. #/MILE	REQ. #/MILE
9.3.3.1	No Dispatch, First			\$51.97			1
9.3.3.2	No Dispatch, Each Additional			\$21.32			1
9.3.3.3	Dispatch, First			\$98.14			1
9.3.3.4	Dispatch, Each Additional			\$31.62			1
<b>9.3.4</b>	<b>Feeder Loop</b>						
9.3.4.1	DS1 Capable Feeder Loop						
9.3.4.1.1	First			\$310.86			1
9.3.4.1.2	Each Additional			\$221.16			1
9.3.4.1.3	First & Each Additional DS1 Capable Feeder Loop						
9.3.4.1.3.1	Zone 1	\$77.20			##		
9.3.4.1.3.2	Zone 2	\$77.17			##		
9.3.4.1.3.3	Zone 3	\$90.68			##		
<b>9.3.5</b>	<b>MTE Terminal Subloop Access</b>						
9.3.5.1	Subloop MTE - POI Site Inventory (per request)			\$110.46			1
9.3.5.2	MTE - POI Rearrangement of Facilities			ICB			3
9.3.5.3	MTE - POI Construction of New SPOI	ICB			3		
9.3.6	Intentionally Left Blank						
<b>9.3.7</b>	<b>Field Connection Point (FCP)</b>						
9.3.7.1	Feasibility Fee / Quote Preparation Fee			\$1,197.07			1
9.3.7.2	FCP Reclassification			\$463.26			1
9.3.8	Intentionally Left Blank						
9.3.9	Intentionally Left Blank						
9.3.10	Intentionally Left Blank						
9.3.11	Construction Fee			ICB			3
<b>9.4</b>	<b>Shared Services</b>						
9.4.1	Shared Loop, per Loop	\$0.00		\$33.79	#		1
9.4.2	UNE - P Line Splitting						
9.4.2.1	Basic Installation Charge for UNE-P Line Splitting			\$33.79			1
9.4.3	Loop Splitting						
9.4.3.1	Basic Installation Charge for Loop Splitting			\$33.79			1
9.4.4	OSS, per Line, per Month	\$3.23			1		
9.4.5	Reclassification Charge			ICB			3
9.4.6	Splitter Shelf Charge	\$4.15		\$503.72	1		1
9.4.7	Splitter TIE Cable Connections						
9.4.7.1	Splitter in the Common Area—Data to 410 block	\$3.05		\$2,689.07	B		B
9.4.7.2	Splitter in the Common Area—Data direct to CLEC	\$3.24		\$2,850.97	B		B
9.4.7.3	Splitter on the IDF - Data to 410 Block	\$0.95		\$834.92	B		B
9.4.7.4	Splitter on the IDF - Data direct to CLEC	\$1.84		\$1,623.47	B		B
9.4.7.5	Splitter on the MDF—Data to 410 block	\$0.98		\$861.91	B		B
9.4.7.6	Splitter on the MDF - Data direct to CLEC	\$2.18		\$1,922.42	B		B
9.4.8	Engineering			\$1,079.85			B
<b>9.5</b>	<b>Network Interface Device (NID)</b>	\$0.51		\$52.76	A, 10		B
<b>9.6</b>	<b>Unbundled Dedicated Interoffice Transport (UDIT)</b>						
9.6.1	DS0 UDIT			\$241.74			B
9.6.1.1	Over 0 to 8 Miles	\$24.67	\$0.29		B	B	
9.6.1.2	Over 8 to 25 Miles	\$24.69	\$0.23		B	B	
9.6.1.3	Over 25 to 50 Miles	\$24.86	\$0.15		B	B	
9.6.1.4	Over 50 Miles	\$24.69	\$0.05		B	B	
9.6.2	DS1 UDIT			\$284.52			B
9.6.2.1	Over 0 to 8 Miles	\$36.43	\$3.20		B	B	
9.6.2.2	Over 8 to 25 Miles	\$37.26	\$3.19		B	B	
9.6.2.3	Over 25 to 50 Miles	\$39.12	\$1.81		B	B	
9.6.2.4	Over 50 Miles	\$37.77	\$0.78		B	B	
9.6.3	DS3 UDIT			\$284.52			B
9.6.3.1	Over 0 to 8 Miles	\$238.61	\$54.07		B	B	
9.6.3.2	Over 8 to 25 Miles	\$242.03	\$16.78		B	B	
9.6.3.3	Over 25 to 50 Miles	\$223.90	\$21.34		B	B	

**Exhibit A  
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		Recurring	Recurring, per Mile	Non-recurring	REC	REC'D	NRG
9.6.3.4	Over 50 Miles	\$235.64	\$14.83		B	B	
9.6.4	OC-3 UDIT			\$295.08			B
9.6.4.1	Over 0 to 8 Miles	\$763.70	\$36.60		B	B	
9.6.4.2	Over 8 to 25 Miles	\$763.70	\$36.60		B	B	
9.6.4.3	Over 25 to 50 Miles	\$763.70	\$36.60		B	B	
9.6.4.4	Over 50 Miles	\$763.70	\$66.83		B	B	
9.6.5	OC-12 UDIT			\$295.08			B
9.6.5.1	Over 0 to 8 Miles	\$2,163.61	\$72.66		B	B	
9.6.5.2	Over 8 to 25 Miles	\$2,163.61	\$72.66		B	B	
9.6.5.3	Over 25 to 50 Miles	\$2,163.61	\$72.66		B	B	
9.6.5.4	Over 50 Miles	\$2,163.61	\$135.97		B	B	
9.6.6	OC-48 UDIT			\$295.08			B
9.6.6.1	Over 0 to 8 Miles	\$4,420.99	\$183.75		B	B	
9.6.6.2	Over 8 to 25 Miles	\$4,420.99	\$183.75		B	B	
9.6.6.3	Over 25 to 50 Miles	\$4,420.99	\$183.75		B	B	
9.6.6.4	Over 50 Miles	\$4,420.99	\$346.28		B	B	
9.6.7	UDIT DS0 Channel Performance						
9.6.7.1	DS0 UDIT Low Side Channelization	\$13.10			B		
9.6.7.2	DS1 / DS0 Mux, Low Side Channelization	\$7.47		\$191.93	B		B
9.6.8	UDIT Multiplexing						
9.6.8.1	DS1 to DS0	\$263.86		\$238.03	B		B
9.6.8.2	DS3 to DS1	\$304.22		\$1,996.96	B		B
9.6.9	Extended Unbundled Dedicated Interoffice Transport						
9.6.9.1	DS1 E-UDIT	\$80.91		\$339.63	B		B
9.6.9.2	DS3 E-UDIT	\$371.60		\$347.84	B		B
9.6.9.3	OC-3 E-UDIT	\$819.83		\$412.63	B		B
9.6.9.4	OC-12 E-UDIT	\$1,256.78		\$427.89	B		B
9.6.9.5	OC-48 E-UDIT	\$3,299.92		\$413.07	B		B
9.6.10	Remote Node / Remote Port						
9.6.10.1	OC-3 Remote Node						
9.6.10.1.1	Remote Node	\$476.02			B		
9.6.10.1.2	DS1 Remote Port	\$3.65		\$198.88	B		B
9.6.10.1.3	DS3 Remote Port	\$49.20		\$198.88	B		B
9.6.10.2	OC-12 Remote Node						
9.6.10.2.1	Remote Node	\$894.86			B		
9.6.10.2.2	DS1 Remote Port	\$12.67		\$198.88	B		B
9.6.10.2.3	DS3 Remote Port	\$33.09		\$198.88	B		B
9.6.10.2.4	OC-3 Remote Port	\$103.94		\$198.88	B		B
9.6.10.3	OC-48 Remote Node						
9.6.10.3.1	Remote Node	\$3,207.38			B		
9.6.10.3.2	DS3 Remote Port	\$22.34		\$198.88	B		B
9.6.10.3.3	OC-3 Remote Port	\$121.66		\$198.88	B		B
9.6.10.3.4	OC-12 Remote Port	\$479.45		\$198.88	B		B
9.6.11	UDIT Rearrangement						
9.6.11.1	DS0 Single Office			\$164.40			B
9.6.11.2	DS0 Dual Office			\$206.79			B
9.6.11.3	High Capacity Single Office			\$221.94			B
9.6.11.4	High Capacity Dual Office			\$249.30			B
9.7	Unbundled Dark Fiber (UDF)						
9.7.1	Initial Records Inquiry (IRI)						
9.7.1.1	Simple			\$198.02			B
9.7.1.2	Complex			\$251.07			B
9.7.2	Field Verification and Quote Preparation (FVQP)			\$907.28			B
9.7.3	Field Verification (Engineering Verification)			\$297.03			B
9.7.4	UDF - Single Strand						
9.7.4.1	UDF - Interoffice Facility (UDF-IOF) - Single Strand						
9.7.4.1.1	Order Charge, per First Strand / Route / Order			\$492.60			B
9.7.4.1.2	Order Charge, Each Additional Strand / Same Route			\$255.66			B
9.7.4.1.3	Fiber Transport, per Strand / Mile	\$50.87			9		
9.7.4.1.4	Termination, Fixed, per Strand / Office / Termination	\$4.80			B		
9.7.4.1.5	Fiber Cross-Connect, per Strand / Office	\$2.39		\$19.38	B		B

**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-recurring	REC	REG	NRG
9.7.4.2	UDF-Loop Charges - Single Strand						
9.7.4.2.1	Order Charge, per First Strand / Route / Order			\$492.60			B
9.7.4.2.2	Order Charge, Each Additional Strand / Same Route			\$255.66			B
9.7.4.2.3	Fiber Loop, per Strand / Route	\$88.98			B		
9.7.4.2.4	Termination, Fixed, per Strand / Office	\$4.83			B		
9.7.4.2.5	Termination, Fixed, per Strand / Premise	\$3.94			B		
9.7.4.2.6	Fiber Cross-Connect, per Strand / Office	\$2.71		\$19.38	B		B
9.7.4.3	Extended Unbundled Dark Fiber (E-UDF) - Single Strand						
9.7.4.3.1	Order Charge, per First Strand / Route / Order			\$492.60			B
9.7.4.3.2	Order Charge, Each Additional Strand / Same Route			\$255.66			B
9.7.4.3.3	Fiber Transport, per Route / Strand	\$98.82			B		
9.7.4.3.4	Termination, Fixed, per Strand / Office	\$4.83			B		
9.7.4.3.5	Termination, Fixed, per Strand / Premise	\$3.94			B		
9.7.4.3.6	Fiber Cross-Connect, per Pair	\$2.71		\$19.38	B		B
9.7.5	UDF - per Pair						
9.7.5.1	UDF-IOF Charges - per Pair						
9.7.5.1.1	Order Charge, per First Pair / Route / Order			\$492.60			B
9.7.5.1.2	Order Charge, Each Additional Pair / Same Route			\$255.66			B
9.7.5.1.3	Fiber Transport, per Pair / Mile	\$68.15			B		
9.7.5.1.4	Termination, Fixed, per Pair / Office / Termination	\$7.31			B		
9.7.5.1.5	Fiber Cross-Connect, per Pair / Office	\$4.43		\$19.38	B		B
9.7.5.2	UDF-Loop Charges - per Pair						
9.7.5.2.1	Order Charge, per First Pair / Route / Order			\$492.60			B
9.7.5.2.2	Order Charge, Each Additional-Pair / Same Route			\$255.66			B
9.7.5.2.3	Fiber Loop, per Route / per Pair	\$131.32			B		
9.7.5.2.4	Termination, Fixed, per Pair / Office	\$7.39			B		
9.7.5.2.5	Termination, Fixed, per Pair / Premise	\$6.29			B		
9.7.5.2.6	Fiber Cross-Connect, per Pair / Office	\$3.92		\$19.38	B		B
9.7.5.3	Extended Unbundled Dark Fiber (E-UDF)						
9.7.5.3.1	Order Charge, per First Pair / Route / Order			\$492.60			B
9.7.5.3.2	Order Charge, Each Additional-Pair / Same Route			\$255.66			B
9.7.5.3.3	Fiber Transport, per Route / Per Pair	\$131.60			B		
9.7.5.3.4	Termination, Fixed Per Pair / Office	\$7.39			B		
9.7.5.3.5	Termination Fixed Per Pair / Premise	\$6.29			B		
9.7.5.3.6	Fiber Cross-Connect, per Pair	\$3.92		\$19.38	B		B
9.7.6	Dark Fiber Splice			\$602.60			B
9.8	Shared Transport						
9.8.1	Per Minute of Use	\$0.001110			#		
9.9	Unbundled Customer Controlled Rearrangement Element (UCCRE)						
9.9.1	DS1 Port	ICB		ICB	3		3
9.9.2	DS3 Port	ICB		ICB	3		3
9.9.3	Dial Up Access	ICB			3		
9.9.4	Attendant Access	ICB			3		
9.9.5	Virtual Ports			ICB			3
9.10	Local Tandem Switching						
9.10.1	DS1 Local Message Trunk Port, per Order			\$187.90			1
9.10.2	DS1 Trunk Group						
9.10.2.1	First Trunk, per Order			\$209.74			1
9.10.2.2	Each Additional Trunk, per Order			\$21.95			1
9.10.3	Per Minute of Use	\$0.000690			#		
9.11	Local Switching						
9.11.1	Ports						
9.11.1.1	Analog Line Side Port						
9.11.1.1.1	First Port	\$1.34		\$10.21	A		A
9.11.1.1.2	Each Additional Port	\$1.34		\$5.49	A		A
9.11.1.2	Digital Line Side Port (Supporting BRI ISDN), First & Each Additional	\$12.53		\$205.70	B		B
9.11.1.3	Digital Trunk Ports						
9.11.1.3.1	PBX / DID Trunk Port, per DSO	\$2.43		\$213.14	B		B
9.11.1.3.2	DS1 Local Message Trunk Port	\$39.58		\$205.33	1		1
9.11.1.3.3	Message Trunk Group, First Trunk			\$176.18			B
9.11.1.3.4	Message Trunk Group, Each Additional			\$37.66			B
9.11.1.3.5	DS1 PRI ISDN Trunk Port	\$198.19		\$611.49	B		B

**Exhibit A  
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		Recurring	Recurring per Minute	Non-recurring	REC	RES	NEG
9.11.1.4	DSO Analog Trunk Port						
9.11.1.4.1	First Port	\$14.56		\$115.60	B		B
9.11.1.4.2	Each Additional Port	\$14.56		\$31.71	B		B
9.11.1.5	Local Usage, per Minute of Use	\$0.001343			##		
9.11.2	Vertical Features						
9.11.2.1	Basic Features				11		
9.11.2.1.1	Account Codes - per System			\$77.41			B
9.11.2.1.2	Attendant Access Line, per Station Line			\$1.12			B
9.11.2.1.3	Audible Message Waiting			\$0.98			B
9.11.2.1.4	Authorization Codes, - per System			\$231.08			B
9.11.2.1.5	Automatic Line			\$0.33			B
9.11.2.1.6	Automatic Route Selection - Common Equipment, per System			\$2,015.21			B
9.11.2.1.7	Call Drop			\$0.23			B
9.11.2.1.8	Call Exclusion - Automatic			\$0.70			B
9.11.2.1.9	Call Exclusion - Manual			\$0.46			B
9.11.2.1.10	Call Forwarding: Busy Line / Don't Answer Programmable Service			\$11.27			B
9.11.2.1.11	Call Forwarding: Don't Answer / Call Forwarding Busy Customer			\$0.62			B
9.11.2.1.12	Call Waiting Indication, - per Timing State			\$0.70			B
9.11.2.1.13	Centrex Common Equipment			\$1,370.25			1
9.11.2.1.14	Call Forwarding Busy Line - Incoming Only			\$20.63			B
9.11.2.1.15	Call Forwarding Don't Answer Incoming Only			\$20.63			B
9.11.2.1.16	CLASS - Continuous Redial			\$1.28			B
9.11.2.1.17	CLASS - Last Call Return			\$1.29			B
9.11.2.1.18	CLASS - Priority Calling			\$1.21			B
9.11.2.1.19	CLASS - Selective Call Forwarding			\$1.28			B
9.11.2.1.20	CLASS - Selective Call Rejection			\$1.21			B
9.11.2.1.21	Direct Station Selection / Busy Lamp Field, per Arrangement			\$0.24			B
9.11.2.1.22	Directed Call Pickup with Barge-in			\$13.01			B
9.11.2.1.23	Directed Call Pickup without Barge-in			\$13.87			B
9.11.2.1.24	Distinctive Ring/Distinctive Call Waiting			\$27.74			B
9.11.2.1.25	Expensive Route Warning Tone, per System			\$49.48			B
9.11.2.1.26	Facility Restriction Level, per System			\$30.44			B
9.11.2.1.27	Group Intercom			\$0.31			B
9.11.2.1.28	Hot Line, per Line			\$1.05			B
9.11.2.1.29	Hunting: Multiposition Hunt Queuing			\$29.25			B
9.11.2.1.30	Hunting: Multiposition with Announcement in Queue			\$31.72			B
9.11.2.1.31	Hunting: Multiposition with Music in Queue			\$28.04			B
9.11.2.1.32	ISDN Short Hunt			\$1.17			B
9.11.2.1.33	Loudspeaker Paging, per Trunk Group			\$183.60			B
9.11.2.1.34	Make Busy Arrangements, per Group			\$0.53			B
9.11.2.1.35	Make Busy Arrangements, per Line			\$0.53			B
9.11.2.1.36	Message Center, per Main Station Line			\$0.31			B
9.11.2.1.37	Message Waiting Visual			\$0.31			B
9.11.2.1.38	Music On Hold, per System			\$20.75			B
9.11.2.1.39	Privacy Release			\$0.42			B
9.11.2.1.40	Query Time			\$0.31			B
9.11.2.1.41	Station Camp-On Service, per Main Station			\$0.31			B
9.11.2.1.42	Time of Day Control for ARS, per System			\$95.48			B
9.11.2.1.43	Time of Day NCOS Update			\$0.41			B
9.11.2.1.44	Time of Day Routing, per Line			\$0.46			B
9.11.2.1.45	Trunk Verification from Designated Station			\$0.35			B
9.11.2.1.46	UCD in Hunt Group, per Line			\$0.64			B
9.11.2.1.47	SMDR-P - Service Establishment Charge, Initial Installation			\$323.33			B
9.11.2.1.48	SMDR-P - Archived Data			\$170.75			B
9.11.2.2	Premium Port - Additional Charge	\$3.42			B, 12		
9.11.2.2.1	CMS - System Establishment - Initial Installation			\$962.10			B
9.11.2.2.2	CMS - System Establishment, Subsequent Installation			\$481.05			B
9.11.2.2.3	CMS - Packet Control Capability, per System			\$481.05			B
9.11.2.2.4	Conference Calling - Meet Me			\$32.24			B
9.11.2.2.5	Conference Calling - Preset			\$32.24			B
9.11.2.2.6	Conference Calling - Station Dial (6-Way)			\$47.48			B
9.11.2.3	CLASS Call Trace, per Occurrence			\$1.43			B
9.11.3	Subsequent Order Charge			\$12.17			B
9.11.4	Local Switching - Market Based Rates						
		These rates are only available in Zone 1 Wire Centers		These rates are only available in Zone 1 Wire Centers			
9.12	Customized Routing						

**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-Recurring	REC	REQD	REC'D
9.12.1	Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			\$235.69			B
9.12.2	Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only			\$237.70			B
9.12.3	All Other Custom Routing	ICB		ICB	3		3
<b>9.13</b>	<b>Common Channel Signaling/SS7</b>						
9.13.1	CCSAC STP Port	\$208.05		\$368.44	B		B
9.13.2	CCSAC Options Activation Charge						
9.13.2.1	Basic Translations						
9.13.2.1.1	First Activation, per Order			\$100.81			B
9.13.2.1.2	Each Additional Activation, per Order			\$8.08			B
9.13.2.2	CCSAC Options Database Translations						
9.13.2.2.1	First Activation, per Order			\$116.93			B
9.13.2.2.2	Each Additional Activation, per Order			\$53.92			B
9.13.3	Signal Formulation, ISUP, per Call Set-Up Request	\$0.000524			B		
9.13.4	Signal Transport, ISUP, per Call Set-Up Request	\$0.000178			B		
9.13.5	Signal Transport, TCAP, per Data Request	\$0.000019			B		
9.13.6	Signal Switching, ISUP, per Call Set-Up Request	\$0.000983			B		
9.13.7	Signal Switching, TCAP, per Data Request	\$0.000837			B		
<b>9.14</b>	<b>Advanced Intelligent Network (AIN)</b>						
9.14.1	AIN Customized Services (ACS)			ICB			3
9.14.2	AIN Platform Access (APA)	ICB		ICB	3		3
9.14.3	AIN Query Processing, per Query	ICB			3		
<b>9.15</b>	<b>Line Information Database (LIDB)</b>						
9.15.1	LIDB Storage			No Charge			
9.15.2	Line Validation Administration System Access (LVAS)			ICB			3
9.15.2.1	LIDB Line Record Initial Load						
9.15.2.1.1	Up to 20,000 Line Records			\$2,601.00			B
9.15.2.1.2	Over 20,000 Line Records			ICB			3
9.15.2.2	Mechanized Service Account Update, per Addition or Update Processed			ICB			3
9.15.2.3	Individual Line Record Audit			ICB			3
9.15.2.4	Account Group Audit			ICB			3
9.15.2.5	Expedited Request Charge for Manual Updates			ICB			3
9.15.3	LIDB Query Service, per Query	\$0.0008230			B		
9.15.4	Fraud Alert Notification, per Alert	No Charge					
<b>9.16</b>	<b>8XX Database Query Service</b>						
9.16.1	Basic Query, per Query	\$0.0130355			B		
9.16.2	POTS Translation	\$0.00000048			B		
9.16.3	Call Handling & Destination Feature	\$0.00000145			B		
<b>9.17</b>	<b>ICNAM, Per Query</b>	\$0.000768			B		
<b>9.18</b>	<b>Intentionally Left Blank</b>						
<b>9.19</b>	<b>Construction Charges</b>	ICB		ICB	3		3
<b>9.20</b>	<b>Miscellaneous Charges</b>						
9.20.1	Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1	Additional Engineering – Basic			\$31.74			B
9.20.1.2	Additional Engineering – Overtime			\$39.61			B
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1	Additional Labor Installation – Overtime			\$9.02			B
9.20.2.2	Additional Labor Installation – Premium			\$18.05			B
9.20.3	Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1	Additional Labor Other – Basic			\$27.70			B
9.20.3.2	Additional Labor Other – Overtime			\$36.98			B
9.20.3.3	Additional Labor Other – Premium			\$46.29			B
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1	Testing and Maintenance – Basic			\$29.40			B
9.20.4.2	Testing and Maintenance – Overtime			\$38.57			B
9.20.4.3	Testing and Maintenance – Premium			\$49.16			B

**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-recurring	REC	REQ per Mile	NRO
9.20.5	Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1	Maintenance of Service – Basic			\$28.86			B
9.20.5.2	Maintenance of Service – Overtime			\$36.98			B
9.20.5.3	Maintenance of Service – Premium			\$46.29			B
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1	Additional Cooperative Acceptance Testing – Basic			\$29.40			B
9.20.6.2	Additional Cooperative Acceptance Testing – Overtime			\$39.28			B
9.20.6.3	Additional Cooperative Acceptance Testing – Premium			\$49.16			B
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1	Nonscheduled Cooperative Testing - Basic			\$29.40			B
9.20.7.2	Nonscheduled Cooperative Testing – Overtime			\$39.28			B
9.20.7.3	Nonscheduled Cooperative Testing – Premium			\$49.09			B
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1	Nonscheduled Manual Testing – Basic			\$29.40			B
9.20.8.2	Nonscheduled Manual Testing – Overtime			\$39.28			B
9.20.8.3	Nonscheduled Manual Testing – Premium			\$49.16			B
9.20.9	Intentionally Left Blank						
9.20.10	Intentionally Left Blank						
9.20.11	Additional Dispatch			\$87.98			B
9.20.12	Date Change			\$10.82			B
9.20.13	Design Change			\$73.99			B
9.20.14	Expedite Charge			ICB			3
9.20.15	Cancellation Charge			ICB			3
9.21	Channel Regeneration						
9.21.1	DS1	\$0.00		\$0.00	6		6
9.21.2	DS3	\$0.00		\$0.00	6		6
9.22	Intentionally Left Blank						
9.23	UNE Combinations						
9.23.1	Intentionally Left Blank						
9.23.2	UNE-P Conversion Nonrecurring Charges						
9.23.2.1	UNE-P POTS, Centrex, Analog PBX, Mechanized						
9.23.2.1.1	First			\$0.63			B
9.23.2.1.2	Each Additional			\$0.12			B
9.23.2.2	UNE-P POTS, Centrex, PAL, Analog PBX, Manual						
9.23.2.2.1	First			\$16.22			B
9.23.2.2.2	Each Additional			\$2.27			B
9.23.2.3	UNE-P PBX DID Trunks						
9.23.2.3.1	First			\$28.84			1
9.23.2.3.2	Each Additional			\$2.73			1
9.23.2.4	UNE-P ISDN BRI						
9.23.2.4.1	First			\$30.66			1
9.23.2.4.2	Each Additional			\$2.73			1
9.23.2.5	UNE-P ISDN PRI, DSS per DS1 Facility			\$27.93			1
9.23.2.6	UNE-P ISDN PRI, DSS - per Trunk						
9.23.2.6.1	First			\$28.84			1
9.23.2.6.2	Each Additional			\$2.73			1
9.23.3	UNE-P New Connection Nonrecurring Charges						
9.23.3.1	UNE-P POTS, Centrex, Analog PBX, Mechanized						
9.23.3.1.1	First			\$57.72			1
9.23.3.1.2	Each Additional			\$15.69			1
9.23.3.2	UNE-P POTS, Centrex, PAL, Analog PBX, Manual						
9.23.3.2.1	First			\$82.30			1
9.23.3.2.2	Each Additional			\$18.28			1
9.23.3.3	UNE - P PBX DID - per Trunk			\$15.21			1
9.23.3.4	UNE - P ISDN BRI			\$272.96			1

**Exhibit A  
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		Recurring	Recurring per Mth	Non-recurring	REG	REG/INT	REG/INT
9.23.3.5	UNE - P Trunks						
9.23.3.5.1	DSS Basic Trunk - In Only, Out Only, or Two 2-Way			\$74.28			1
9.23.3.5.2	DSS, ISDN PRI Advanced Trunk - In only w / DID & Hunting, or 2-Way w / DID, Hunting & Answer Supervision			\$73.83			1
9.23.3.5.3	DSS, ISDN PRI Advanced Trunk - Out Only w/Answer Supervision			\$74.46			1
9.23.3.6	Facilities for UNE - P DSS, UNE - P ISDN PRI						
9.23.3.6.1	DS1 Loop Facility			\$279.37			1
9.23.3.6.2	DS3 Loop Facility			\$279.37			1
9.23.3.7	UNE - P PRI Configurations						1
9.23.3.7.1	UNE-P PRI Dedicated PRI 23 + D			\$598.25			1
9.23.3.7.2	UNE-P PRI Dedicated PRI 24B			\$576.50			1
9.23.3.7.3	UNE-P PRI Dedicated PRI 23B + Back-Up D Configuration - 5E			\$575.65			1
9.23.4	Miscellaneous UNE-P DID Trunks Charges						
9.23.4.1	UNE-P Complex Translations Digits Outpulsed Change Signaling			\$15.22			1
9.23.4.2	UNE-P DID Complex Translations Signaling Change			\$35.52			1
9.23.4.3	UNE-P DID Block Compromise			\$25.53			1
9.23.4.4	UNE-P DID Group of 20 Numbers			\$31.36			1
9.23.4.5	UNE-P DID Reserve Sequential # Block			\$25.38			1
9.23.4.6	UNE-P DID Reserve Nonsequential Telephone Numbers			\$23.67			1
9.23.4.7	UNE-P DID Nonsequential Telephone Numbers			\$33.18			1
9.23.5	UNE - P Qwest DSL					See applicable Qwest Retail Tariff, Catalog, or Price List	
9.23.6	UNE Combinations - Loop MUX Combinations (LMC)						
9.23.6.1	Interconnection Tie Pair (ITP), per Termination						
9.23.6.1.1	DS1	\$1.24				B	
9.23.6.1.2	DS3	\$14.76				B	
9.23.6.2	Loop MUX 2-Wire Analog						
9.23.6.2.1	LMC 2-Wire Installation						
9.23.6.2.1.1	First			\$225.67			1
9.23.6.2.1.2	Each Additional			\$148.98			1
9.23.6.2.2	2-Wire Analog Loop						
9.23.6.2.2.1	Zone 1	\$15.65				##	
9.23.6.2.2.2	Zone 2	\$23.76				##	
9.23.6.2.2.3	Zone 3	\$40.50				##	
9.23.6.3	Loop MUX 4-Wire Analog						
9.23.6.3.1	LMC 4-Wire Installation						
9.23.6.3.1.1	First			\$225.67			1
9.23.6.3.1.2	Each Additional			\$148.98			1
9.23.6.3.2	4-Wire Analog Loop						
9.23.6.3.2.1	Zone 1	\$30.70				##	
9.23.6.3.2.2	Zone 2	\$46.63				##	
9.23.6.3.2.3	Zone 3	\$79.47				##	
9.23.6.4	DS1 Loop MUX						
9.23.6.4.1	LMC DS1 Loop Installation						
9.23.6.4.1.1	First			\$285.08			1
9.23.6.4.1.2	Each Additional			\$209.98			1
9.23.6.4.2	DS1 Capable Loop						
9.23.6.4.2.1	Zone 1	\$30.70				##	
9.23.6.4.2.2	Zone 2	\$46.63				##	
9.23.6.4.2.3	Zone 3	\$79.47				##	
9.23.6.5	Private Line to Loop MUX Conversion			\$34.50			B
9.23.6.6	LMC Multiplexing						
9.23.6.6.1	LMC DS1 to DS0	\$263.86		\$193.30		B	B
9.23.6.6.2	LMC DS3 to DS1	\$304.22		\$193.30		B	B
9.23.6.7	DS0 Channel Performance						
9.23.6.7.1	DS1 / DS0 Mux, Low Side Channelization	\$7.47				1	
9.23.7	Enhanced Extended Loop (EEL)						
9.23.7.1	EEL DS0 2-Wire Analog						
9.23.7.1.1	EEL 2-Wire Loop Installation						
9.23.7.1.1.1	First			\$245.11			1

**Exhibit A  
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		Recurring	Recurring per Mile	Non-recurring	REC	REQ	NFC
9.23.7.1.2	Each Additional			\$182.97			1
9.23.7.1.2	2-Wire Analog Loop						
	9.23.7.1.2.1 Zone 1	\$15.65			#		
	9.23.7.1.2.2 Zone 2	\$23.76			#		
	9.23.7.1.2.3 Zone 3	\$40.50			#		
9.23.7.2	EEL DS0 4-Wire Analog						
9.23.7.2.1	EEL 4-Wire Loop Installation						
	9.23.7.2.1.1 First			\$245.11			1
	9.23.7.2.1.2 Each Additional			\$182.97			1
9.23.7.2.2	4-Wire Analog Loop						
	9.23.7.2.2.1 Zone 1	\$30.70			#		
	9.23.7.2.2.2 Zone 2	\$46.63			#		
	9.23.7.2.2.3 Zone 3	\$79.47			#		
9.23.7.3	EEL DS1						
9.23.7.3.1	EEL DS1 Loop Installation						
	9.23.7.3.1.1 First			\$300.49			1
	9.23.7.3.1.2 Each Additional			\$225.39			1
9.23.7.3.2	DS1 Capable Loop						
	9.23.7.3.2.1 Zone 1	\$86.48			#		
	9.23.7.3.2.2 Zone 2	\$86.46			#		
	9.23.7.3.2.3 Zone 3	\$99.96			#		
9.23.7.4	EEL DS3						
9.23.7.4.1	EEL DS3 Loop Installation						
	9.23.7.4.1.1 First			\$323.61			1
	9.23.7.4.1.2 Each Additional			\$248.51			1
9.23.7.4.2	DS3 Capable Loop						
	9.23.7.4.2.1 Zone 1	\$941.95			#		
	9.23.7.4.2.2 Zone 2	\$955.04			#		
	9.23.7.4.2.3 Zone 3	\$1,264.56			#		
9.23.7.5	Intentionally Left Blank						
9.23.7.6	Private Line to EEL Conversion			\$34.50			B
9.23.7.7	Intentionally Left Blank						
9.23.7.8	EEL Transport						
9.23.7.8.1	DS0						
	9.23.7.8.1.1 Over 0 to 8 Miles	\$24.67	\$0.29		1	1	
	9.23.7.8.1.2 Over 8 to 25 Miles	\$24.69	\$0.23		1	1	
	9.23.7.8.1.3 Over 25 to 50 Miles	\$24.86	\$0.15		1	1	
	9.23.7.8.1.4 Over 50 Miles	\$24.69	\$0.05		1	1	
9.23.7.8.2	DS1						
	9.23.7.8.2.1 Over 0 to 8 Miles	\$36.43	\$3.20		1	1	
	9.23.7.8.2.2 Over 8 to 25 Miles	\$37.26	\$3.19		1	1	
	9.23.7.8.2.3 Over 25 to 50 Miles	\$39.12	\$1.81		1	1	
	9.23.7.8.2.4 Over 50 Miles	\$37.77	\$0.78		1	1	
9.23.7.8.3	DS3						
	9.23.7.8.3.1 Over 0 to 8 Miles	\$238.61	\$54.07		1	1	
	9.23.7.8.3.2 Over 8 to 25 Miles	\$242.03	\$16.78		1	1	
	9.23.7.8.3.3 Over 25 to 50 Miles	\$223.90	\$21.34		1	1	
	9.23.7.8.3.4 Over 50 Miles	\$235.64	\$14.83		1	1	
9.23.7.9	Intentionally Left Blank						
9.23.7.10	EEL Multiplexing						
	9.23.7.10.1 DS1 to DS0	\$263.86		\$246.92	B		1
	9.23.7.10.2 DS3 to DS1	\$304.22		\$246.92	B		1
9.23.7.11	DS0 Channel Performance						
	9.23.7.11.1 DS0 Low Side Channelization	\$13.10			1		
	9.23.7.11.2 DS1 / DS0 MUX, Low Side Channelization	\$7.47			1		
9.23.7.12	Concentration Capability				ICB		3
9.24	Unbundled Packet Switching						
9.24.1	Unbundled Packet Switch Customer Channel						
	9.24.1.1 DSLAM (and Splitter) Functionality	\$21.92			1		
	9.24.1.2 Virtual Transport	\$3.70			1		
9.24.2	Customer Channel Shared Distribution Subloop			\$61.22			1



**Exhibit A  
Idaho\***

		Recurring	Recurring per Mile	Non-recurring	REG	REC/PER	REC/REG
9.24.3	Unbundled Packet Switch Interface Port						
9.24.3.1	DS1	\$158.74		\$210.35	1		1
9.24.3.2	DS3	\$272.77		\$210.35	1		1
<b>10.0 Ancillary Services</b>							
<b>10.1 Local Number Portability</b>							
10.1.1	LNP Queries	See FCC Tariff #1 Section 13 & 20					
10.1.2	LNP Managed Cuts						
10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$26.57			B
10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$34.38			B
10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$42.21			B
<b>10.2 911/E911</b>							
10.2.1	911 / E911	No Charge		No Charge			
<b>10.3 White Pages Directory Listings, Facility Based Providers</b>							
10.3.1	Primary Listing	No Charge		No Charge			
10.3.2	Premium / Privacy Listings			General Exchange Tariff Rate, Less Wholesale Discount			General Exchange Tariff Rate, Less Wholesale Discount
<b>10.4 Directory Assistance, Facility Based Providers</b>							
10.4.1	Local Directory Assistance, per Call	\$0.55				B	
10.4.2	National Directory Assistance, per Call	\$0.55				B	
10.4.3	Call Branding, Set-Up and Recording			\$35,000.00			B
10.4.4	Loading Brand, per Switch			\$500.00			B
10.4.5	Call Completion Link, per Call	\$0.0893				B	
<b>10.5 Directory Assistance List Information</b>							
10.5.1	Initial Database Load, per Listing	\$0.025				B	
10.5.2	Reload of Database, per Listing	\$0.020				B	
10.5.3	Daily Updates, per Listing	\$0.250				B	
10.5.4	One-time Set-Up Fee			\$73.29			B
10.5.5	Media Charges for File Delivery						
10.5.5.1	Electronic Transmission	\$0.0020				B	
10.5.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for	\$30.00				B	
10.5.5.3	Shipping Charges (for tape delivery)				ICB		3
<b>10.6 Toll and Assistance Operator Services, Facility Based Providers,</b>							
<b>10.6.1 Option A – Per Message</b>							
10.6.1.1	Operator Handled Calling Card	\$1.45				B	
10.6.1.2	Machine Handled Calling Card	\$0.60				B	
10.6.1.3	Station Call	\$1.50				B	
10.6.1.4	Person Call	\$3.50				B	
10.6.1.5	Connect to Directory Assistance	\$0.75				B	
10.6.1.6	Busy Line Verify, per Call	\$0.72				B	
10.6.1.7	Busy Line Interrupt	\$0.87				B	
10.6.1.8	Operator Assistance, per Call	\$0.50				B	
<b>10.6.2 Option B – Per Operator Work Second and Computer Handled Calls</b>							
10.6.2.1	Operator Handled, per Operator Work Second	\$0.02800				B	
10.6.2.2	Machine Handled, per Call	\$0.25000				B	
10.6.2.3	Call Branding, Set-Up & Recording			\$10,500.00			B
10.6.2.4	Loading Brand/Per Switch			\$800.00			B
<b>10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>							
10.7.1	Pole Inquiry Fee, per Inquiry			\$341.63			1
10.7.2	Innerduct Inquiry Fee, per Inquiry			\$233.51			1
10.7.3	ROW Inquiry Fee, per Inquiry			\$378.87			1
10.7.4	ROW Document Preparation Fee			\$122.91			1
10.7.5	Field Verification Fee, per Pole			\$20.48			1
10.7.6	Field Verification Fee, per Manhole			\$190.88			1
10.7.7	Planner Verification, per Manhole			\$16.52			1
10.7.8	Manhole Verification Inspector, per Manhole			\$92.18			1
10.7.9	Manhole Make-Ready Inspector, per Manhole			\$245.82			1
10.7.10	Transfer of Responsibility			\$106.88			1

**Exhibit A  
Idaho\***

	Recurring	Recurring per Mile	Non-recurring	REG	REQ	PO
10.7.11 Pole Attachment Fee, per Foot, per Year	\$2.77			B, 4		
10.7.12 Innerduct Occupancy Fee, per Foot, per Year	\$0.31			B, 4		
10.7.13 Access Agreement Consideration			\$10.00			B
10.7.14 Make Ready			ICB			3
<b>12.0 Operational Support Systems</b>						
12.1 Development and Enhancements, per Order			\$5.00			B
12.2 Ongoing Maintenance, per Order			\$1.40			B
12.3 Daily Usage Record File, per Record	\$0.000419			B		
12.4 Trouble Isolation Charge			See 9.20			
<b>17.0 Bona Fide Request Process</b>						
17.1 Processing Fee			\$1,851.86			B

**NOTES:**

Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:  
 A AT&T Arbitration Docket USW-T-98-15, Order No 27738, effective September 17, 1998.  
 B Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.

# Voluntary Rate Reduction, Docket USW-T-00-3, effective 6/10/02. Reductions reflected in the 5/24/02 Exhibit A.  
 ## Second Voluntary Rate Reduction, Docket USW-T-00-3, effective 6/7/02. Reductions reflected in the 7/10/02 Exhibit A.  
 ### Third Voluntary Rate Reduction, Docket USW-T-00-3, effective 12/16/02, Reductions reflected in the 10/16/02 Exhibit A

- [1] TELRIC rates proposed in Cost Docket testimony filed on November 12, 2003
- [2] Market-based rates.
- [3] ICB, Individual Case Basis pricing.
- [4] The State of Idaho has retained the oversight on these rates. These rates are not under the jurisdiction of the FCC.
- [5] FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001.
- [6] Effective August 1, 2003, Qwest will no longer bill the recurring and nonrecurring charges for Channel Regeneration. Qwest reserves the right to revert back to the contractual rate only after appropriate notice is given.
- [7] The preliminary Quote Preparation Fees (QPF) are included in the space construction charges. Upon completion of the collocation construction, the QPF will be credited to the final space construction charge for the virtual, caged or cageless collocation job. These engineering and planning charges are also included in the Virtual, Caged and Cageless Quote Preparation Fees.
- [8] The Cable Unloading / Bridge Tap Removal charge does not apply until further notice.
- [9] Qwest is voluntarily reducing this rate in order to keep rate relationship with the Fiber Transport "per Pair" rate element.
- [10] Qwest has not implemented this UNE rate or charge in its billing system but reserves the right to assess such a charge in the future.
- [11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only basic Vertical Switch Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Vertical Switch Features not listed are included in the cost of the switch port and have a rate of zero for both recurring and nonrecurring charges.
- [12] The Premium Port monthly recurring charge applies in addition to the Analog or Digital Line Side Port recurring charges when Premium Features are ordered with analog or digital ports.