

**Qwest Corporation**  
**PRICE LIST**  
**OREGON**

**EXCHANGE AND  
NETWORK SERVICES  
FOURTH EDITION**

**SECTION 4**  
Original Index Sheet 1

**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

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### 4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

(N)

#### 4.1 GENERAL

##### A. Description

Construction of outside plant facility and supporting structure charges apply in connection with the placement of drops inside the Base Rate Area, new facilities in subdivisions, and for relocation of existing facilities.

##### B. Terms and Conditions

1. The Company will furnish, install and maintain all aerial or buried telephone facilities necessary to serve applicants or customers in accordance with its lawful rates, terms and conditions, and with its established construction standards. The Company may, at its discretion modify requirements and reduce charges to allow it to respond to competition.
2. Provision of Facilities and Structures
  - a. The type of construction (buried or aerial) is the prerogative of the Company, except where designated by law.
  - b. It will be the Company's prerogative to designate the type of supporting structure required for the placement of outside plant facilities on private property: trench, conduit, or pole.
  - c. The route will be determined by the Company.

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#### 4.1 GENERAL

##### B. Terms and Conditions (Cont'd)

##### 3. New Construction - Aerial Facilities/Wire

###### a. Public Right-of-Way

In areas where the Company's new outside plant construction would ordinarily be aerial, the Company will extend the aerial construction in accordance with its established construction standards.

###### b. Private Property

- (1) In areas where the Company's plant is aerial, if a supporting structure is required on the private property or roadway of the applicant, the cost of the structure will be borne by the applicant. If the customer provides the supporting structure, it must meet standards set by the Company.
- (2) If the customer elects, the Company will provide a pole on private property or roadway based on estimated costs.
- (3) The poles will be the property of the customer. The facilities will be vested with the Company.

##### 4. New Construction - Buried Facilities/Wire

###### a. Public Right-of-Way

- (1) In areas, within the Base Rate Areas, where buried facilities exist, the Company will extend the necessary buried facilities to the property line of the premises where the construction has been requested in accordance with its established construction standards. For construction outside the Base Rate Area see 4.2.1, Line Extension Charges, following.
- (2) In areas where the Company's new outside plant construction would ordinarily be aerial and the Company is requested to bury its facilities the cost of construction will be borne by the customer or others requesting the construction.

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#### 4.1 GENERAL

##### B. Terms and Conditions

##### 4. New Construction - Buried Facilities/Wire (Cont'd)

##### b. Private Property

- (1) Where a trench is designated by the Company, the customer may request that the Company provide the trench. The customer or others requesting the construction will be billed directly, as stated in C.1., following.
- (2) Where a conduit is designated by the Company the customer may request that the Company provide the conduit. The customer or others requesting the service will be billed estimated costs. The conduit will be the property of the customer and the facilities will be vested with the Company.
- (3) If the customer or others that request buried facilities elect to provide their own trench and/or conduit it will be their responsibility to provide access to the Company. The trench and/or conduit must meet the Company's established standards which permit termination of the buried facilities at the premises property line. This termination point is to be designated by the Company.
- (4) In those instances where the Company is refused access to an open trench, or the Company is not notified of the availability of an open trench, it will be the responsibility of the customer to provide the necessary trench or conduit. The cost of the structure will be borne by the applicant.
- (5) The actual cost incurred because of the sharing of an open trench on private property with another utility will be the responsibility of the customer or others requesting the work.

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**4.1 GENERAL**

**B. Terms and Conditions (Cont'd)**

**5. Relocation of Existing Outside Plant Facilities**

- a. In locations where the Company's outside plant is of aerial construction, if the Company is requested to relocate its facilities underground, the cost of constructing the new and removing the old will be borne by the customer or others requesting relocation. See C.2., following.
- b. In locations where the Company's existing plant is relocated and replaced with the same type of construction, the cost of constructing the new and removing the old facilities will be borne by the customer or others requesting the relocation construction. See C.2., following.
- c. In locations where the Company's existing outside plant is aerial construction and the Company, at its own prerogative, buries the outside plant, the costs of construction will be borne solely by the Company.

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**4.1 GENERAL (CONT'D)**

C. Rates

1. New Construction

Charges shown below are applicable to work performed by the Company that is associated with providing a trench or aerial structure on a customer's private property for the construction of new drops.

	<b>USOC</b>	<b>CHARGE</b>
• Company-provided trench on private property	SYEFR	\$85.00
• All other Company-provided structures on private property	SYEEC	Estimated Cost

2. Relocation

The Company will charge estimated cost of the relocation of existing facilities.

3. Billing

- a. Bills for construction charges are not to be construed as being bills for exchange or interexchange service.
- b. A quote for a specific job will be provided to the customer or others requesting the construction. The quote will be in writing and will be good for 30 days after the issue date. When accepted, the customer will be billed the quoted price. A quote is not the same as an approximate figure which may be provided by the Company's personnel. An approximate figure is intended only as an order of magnitude and not as a firm price.

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### 4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

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#### 4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA

##### 4.2.1 LINE EXTENSION CHARGES

###### A. Description

Line extension charges apply in connection with all classes, types and grades of service outside the Base Rate Area when established by means of an extension to the Company's plant facilities. Such extensions may consist of buried or aerial cable or wire and include extensions by means of poles to be owned by the Company jointly with others and by means of contacts on poles of others. All line extensions are owned and maintained by the Company. The Company may, at its discretion modify requirements and reduce charges to allow it to respond to competition.

###### B. Terms and Conditions

###### 1. Provision of Facilities

###### a. Public Right-of-Way

The Company will provide all labor and materials for line extensions on public right-of-way. The customer will be billed according to the rates stated in C., following.

###### b. Private Property

In lieu of the applicable charges, an applicant, if they so elect, may furnish and set the required poles or conduit or provide a trench in accordance with the construction standards of the Company. Where conduit is required, if the applicant elects to contract the Company to place the conduit, estimated costs will apply instead of the rates listed in C., following. In all instances, the ownership of facilities shall be entirely vested in the Company and the ownership of the structure, i.e., the conduit, will be with the customer. The type of construction (i.e., aerial or buried cable or wire, conduit or trench), will be determined by the Company.

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**4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA**

**4.2.1 LINE EXTENSION CHARGES**

**B. Terms and Conditions (Cont'd)**

**2. Measurement of Distances**

- a. Distances will be measured from the Company's nearest existing facilities to the customer's standard network interface.
- b. Distances mentioned in this Section are route distances. The routing of line extensions will be determined by the Company.
- c. Where a private property routing is selected by the Company in lieu of routing on public roadways, at the Company's option the construction will be treated as being on public roadways.
- d. The charge for a fraction of a tenth of a mile will be determined on the basis of the ratio of the number of feet in question to the number of feet (528) in a tenth of a mile. For example, the charge for a line extension of 300 feet (in excess of any applicable free allowances) would be:

$$\frac{(300\text{ft})}{528 \text{ ft/tenth mile}} \times (\text{appropriate rate as specified in C., following})$$

**3. Contracts**

Contracts will be required by the Company as a condition prior to the establishment of the service when line extensions are necessary.

**4. Lump Sum or Installment Payment**

Line extension charges may be paid in a lump sum or when mutually agreeable, in equal monthly installments for a term of up to eighteen months.

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### 4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

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#### 4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA

##### 4.2.1 LINE EXTENSION CHARGES

###### B. Terms and Conditions (Cont'd)

#### 5. Collective Application and Grouping of Applicants

- a. When construction is required to serve a new applicant, a survey is made of all prospects who might be served from the new construction or an extension and those who might benefit by being included in the project. Only those prospects having signed a line extension contract will be included in the project.
- b. All applicants are grouped in a single project when there is no more than one mile of construction between successive applicants. Separate projects are established whenever the construction between any two consecutive applicants, exceeds one mile. Two or more projects are combined, whenever this results in lower charges (or no increase in charges) for the applicants in the preceding project.
- c. The Company will renegotiate the terms of the contract if one or more applicants withdraws from the project, according to the terms of the contract.
- d. Construction will not begin until all parties in the project sign the line extension contract.
- e. Prior to construction of facilities, applicants are divided into two groups. The first group includes all applicants whose collective free allowance (see C.2., following) equals or exceeds the construction required to serve them. No charge is made to such applicants. The second group includes all remaining applicants on the project.

The overall charge for the project is divided equally among all applicants in the second group. (No applicant is required to pay a higher charge than if the project were established for him/her alone. Any difference between this charge and the average charge for the group is absorbed by the Company.)

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**4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES**

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**4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA**

**4.2.1 LINE EXTENSION CHARGES**

**B. Terms and Conditions (Cont'd)**

**6. Subsequent Connections**

- a. Customers connecting to an existing line extension within the 18-month life of the contract shall be charged a prorated amount. The prorated fee will be calculated by multiplying the fraction representing the remaining life of the contract by the amount charged each original applicant. This amount may be paid in a lump sum or in equal monthly installments over the remaining months of the original line extension contract.
- b. For example, a customer connecting to an existing line extension with original total charges of \$1,800 per customer and 2 months remaining on its 18-month contract period would pay a total amount of:

$$2/18 \times \$1,800 = \$200 \times \begin{matrix} \text{(Payable in one lump sum or} \\ \text{in 2 monthly installments)} \end{matrix}$$

- c. At the end of the 18 month contract, charges collected in excess of the original computed amount will be refundable to customers on the line extension at that time.
- d. The refund amount shall be reduced by an Administration Fee. The remaining amount shall be prorated to the existing customers based upon their original lengths of service. For example, assume that \$1,050 in excess charges were collected for a line extension project. One of the two existing customers had service for the full 18 month term, and the remaining customer had service for the final 2 months only.

- $\$1,050 - \$50 = \$1,000$

- $\begin{matrix} 1 \text{ customer} & @ & 18 \text{ months} & = & 18 \\ 1 \text{ customer} & @ & 2 \text{ months} & = & \frac{2}{20} \end{matrix}$

- $\frac{\$1,000}{20} = \$50$

- $\$50 \times 18 = \$900 \qquad \$50 \times 2 = \$100$

The first customer would receive \$900, and the second would receive \$100.

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#### 4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA

##### 4.2.1 LINE EXTENSION CHARGES

###### B. Terms and Conditions (Cont'd)

###### 7. Disconnects

Customers on a project disconnecting within the eighteen month term are required to pay any remaining balance in one lump sum. For exceptions to this, see 9., Speculative or Temporary Service, following. Charges to remaining customers are not affected by disconnects.

###### 8. Reuse of Facilities

When a customer disconnects service or moves off the project and service is established for a new applicant at the same location, the new applicant may assume the line extension charge contract provided there is no lapse in charges, as follows:

- a. If the original customer was on the monthly payment basis, the new applicant is charged the same monthly payment for the remaining life of the contract. The original customer is relieved of any further responsibility for line extension charges on the project.
- b. If the original customer prepaid the charge, the new applicant pays no charge. Any adjustment in charges is a matter for negotiation between the original customer and the new applicant.

###### 9. Speculative or Temporary Service

Line extensions to provide service to an applicant engaged in temporary or speculative business will be made on the condition that the applicant pays to the Company the total cost of the construction and removal of the line necessary in furnishing the service less the salvage value of the materials used.

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**4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA**

**4.2.1 LINE EXTENSION CHARGES**

**B. Terms and Conditions (Cont'd)**

**10. Unusual Circumstances**

- a. A departure from the rates specified below may be made on behalf of the Company when a line extension involves unusual or disproportionately large construction expenditures as compared to the usual type of plant facilities construction.
- b. Unusual or disproportionately large construction expenditures include, but are not limited to, expenditures associated with the blasting of rock, construction on steep terrain, or an unusually large facilities requirement for the number of customers served. In cases such as these, estimated construction costs would be used to determine line extension charges.

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**4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA**

**4.2.1 LINE EXTENSION CHARGES (CONT'D)**

C. Charges[1]

	<b>USOC</b>	<b>CHARGE</b>
1. Line Extension Charges		
• Extensions to plant facilities along public roadways for distances of one-tenth mile or less, per applicant.	N/A	-
• Extensions to plant facilities along public roadways in excess of the distance stated above.	N/A	-
- For single applicant, each one-tenth mile	CACLE	\$440.00
- For group, each one-tenth mile	CACLE	740.00
• Extensions to plant facilities along private roads or on private property.[2,3]		
- For single applicant, each one-tenth mile	CACLE	440.00
- For groups, each one-tenth mile	CACLE	740.00

(N)

[1] United Telephone Line Extension contracts in effect on or before July 1, 1986 in the Bonanza, Burns, Camp Sherman, Culver, Malin, Merrill, Oakridge, Redmond, Seneca and Sisters exchanges will be honored by the Company.

(N)

[2] For moves, changes or rearrangements of existing Line Extension, see 4.4, Construction of Outside Plant Facilities, following.

[3] The minimum line extension charge will be \$85.00 per applicant for buried plant.

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**4.2 CONSTRUCTION CHARGES OUTSIDE THE BASE RATE AREA**

**4.2.1 LINE EXTENSION CHARGES (CONT'D)**

**C. Charges[1] (Cont'd)**

**REBATE**

2. Rebate of Excess Charges

- Administration of rebate plan, each group

\$50.00

(N)

[1] United Telephone Line Extension contracts in effect on or before July 1, 1986 in the Bonanza, Burns, Camp Sherman, Culver, Malin, Merrill, Oakridge, Redmond, Seneca and Sisters exchanges will be honored by the Company.

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#### 4.4 PROVISIONING AGREEMENT FOR HOUSING DEVELOPMENTS

##### A. Description

A Provisioning Agreement for Housing Developments (PAHD) is a contractual arrangement between the Company and the Developer/Builder for the provision of distribution facilities, including conduit for the service lateral trench within new areas of residential development.

##### B. Terms and Conditions

1. A PAHD is required where Developers/Builders plan to develop four or more lots. Less than four lots will be treated according to the terms set forth under other portions of this Section, if applicable.
2. The Developer/Builder will provide trench and backfill, or conduit, or a suitable pathway for the facilities and be responsible for those costs. In areas where the Company has trench and backfill agreements with other utilities, the Developer/Builder is responsible for the Company's trench and backfill cost.
3. To accommodate Developer/Builder coordination schedules, with the Company's approval, the Developer/Builder has the option of placing Company provided facilities in the trench.
4. The PAHD will include, but is not limited to: a description of the development; an addressed, recorded plat; trench and backfill specifications; easements; surface grade requirements; and coordination of inspection schedules.
5. If the Developer is not the Builder, the Builder or premises owner will be responsible for the provision of the trench including, at a minimum, one inch conduit with adequate pull string, for the service drop to the living unit.
6. The Company will provide the facilities at no charge to the Developer/Builder as long as the cost does not exceed the company determined cap, which shall equal the distribution and drop portion of the average exchange loop investment, times the number of lots in the development. The Company may require payment by the Developer/Builder of all costs in excess of the cap prior to the start of any required construction.
7. Distribution facilities covered in the PAHD cannot be used for subsequent developments until they are covered by a new PAHD.
8. The PAHD may vary terms and conditions as appropriate.

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### 4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

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#### 4.6 OTHER CONSTRUCTION OR CONDITIONS

The Company will furnish temporary service or service to speculative projects, under the following conditions:

##### A. General

##### 1. Temporary Construction

The provisions of this Rule relative to temporary service are intended to compensate the Company for the costs it may incur in connection with the furnishing of temporary service and to afford protection to the Company against loss in revenue from services of a temporary nature. Such services include those rendered to contractors for use during the construction of a building, service to a convention, circus, resorts, guests at resorts and other cases of a similar nature, where it is definitely known that service will be required for a relatively short period.

Each applicant for service may be required to pay to the Company in advance or otherwise, as the Company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of such service by the Company.

Each applicant for service may be required to deposit with the Company, before service will be furnished, a sum of money in amount equal to the estimated amount of the Company's bill for such service, or to otherwise secure in a manner satisfactory to the Company, the payment of any bills which may accrue by reason of such service so furnished or supplied.

##### 2. Speculative Projects

The provisions relative to speculative projects are intended to afford protection to the Company against loss in revenue from service furnished to subscribers engaged in projects of an unusually financially hazardous nature. Such projects include those involving oil wells, mining operations, stock or other promotion schemes, club membership or other drives, sales or election campaigns, resorts, and others of a similar nature. These provisions are also intended to afford protection to the Company against loss from either residence or business services, which circumstances indicate to have more than usual liability of loss. The location where the service is to be furnished, the Company's knowledge of a particular customer's activities, the information furnished by the customer, may all be considered in determining whether an account should be classified as speculative.

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**4.6 OTHER CONSTRUCTION OR CONDITIONS**

- A. General
- 2. Speculative Projects (Cont'd)

Each applicant for service may be required to pay to the Company in advance or otherwise, as the Company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of the service by the Company.

Each applicant for service may be required to deposit with the Company, before service will be furnished, a sum of money which the Company considers necessary to obtain adequate protection from loss of revenue, or to otherwise secure, in a manner satisfactory to the Company the payment of any bills which may accrue by reason of such service so furnished or supplied.

**B. Terms and Conditions**

- 1. Nothing in this condition shall be construed as limiting or in any way affecting the right of the Company to collect from the subscriber any other or additional sum of money which may become due and payable to the Company from the subscriber by reason of the service furnished or to be furnished hereunder.
- 2. The provisions of this condition apply not only to new services but also to services which during the life of the service are found to be or have become, since service was applied for, of a temporary or speculative nature even though at the time of application the provisions of this rule were not applied.

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