

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

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Time Warner Telecom of Washington LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, pursuant to Stipulation Between and Among the Debtors, Qwest Entities and Time Warner Telecom Inc. Relating to Executory Contracts in GST Telecom Inc. et al. Chapter 11, Case No. 00-1982, GST Telecom Washington, Inc. was authorized to assign its Interconnection Agreement ("Agreement") to Time Warner Telecom of Washington LLC; and

WHEREAS, pursuant to the Stipulation, GST Telecom Washington, Inc. was permitted to assign and has assigned the Agreement to Time Warner Telecom of Washington LLC; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

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

**Amendment Terms**

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

**Effective Date**

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

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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

**Time Warner Telecom of Washington LLC**  
**By: Time Warner Telecom Holdings Inc.,**  
**Its sole member**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

L.T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Business Policy  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

### Collocation Decommission

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

#### **1.0 Description**

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of Collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the Application, unless otherwise agreed to by the Parties.

#### **2.0 Terms and Conditions**

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).

2.2 If the site to be decommissioned is physical (caged or cageless) Collocation, Qwest requests CLEC to remove equipment prior to submitting a Decommissioning Application, as such term is defined in section 4.1 hereof. If the site to be decommissioned is Virtual Collocation, Qwest requests CLEC to groom existing facility(ies) onto another suitable facility or disconnect the existing facility prior to equipment removal.

2.3 If CLEC does not remove equipment within thirty (30) calendar days from Qwest's written e-mail acceptance of the Decommissioning Application, Qwest will send a written notification via e-mail stating the equipment is considered abandoned.

2.3.1 Upon receiving such notification of abandonment from Qwest, CLEC will have fifteen (15) calendar days to notify Qwest that the equipment is not abandoned and to remove the equipment. Upon written request, Qwest agrees to approve additional time for removal in the event circumstances warrant an extension, which approval shall not be unreasonably withheld, conditioned, or denied.

2.3.2 If CLEC does not remove the equipment in question within said fifteen (15) calendar days, or as agreed upon in writing, extension of time, pursuant to Section 2.3.1, Qwest will send a final written notification via email and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within forty-five (45) calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment in a reasonable period of time.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Application, financial obligations with respect to the specific Collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) days past due. Such financial obligations are additional to the charges, if any, set forth in this amendment.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Application. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site, CLEC must notify, in writing, all current end users and service customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Collocation Decommissioning Application Form representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Collocation Decommissioning Application Form.

2.8 Intentionally left blank.

2.9 When submitting a Decommissioning Application for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 CLEC submitting the Decommissioning Application must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Application, the Application will be rejected as incomplete after written notice (rejection) of the failure has been provided to CLEC with a reasonable opportunity to cure, (re-submission of the Application).

2.10 CLEC will be eligible for reimbursement on the re-usable elements (including, but not limited to, cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one (1) calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished via e-mail within ninety (90) calendar days or sooner, of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site less normal wear and tear. This provision does not apply to Virtual Collocation.

### **3.0 Rate Elements**

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

Rates :

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

### **4.0 Ordering**

4.1 The decommission process requires the submission of a "Collocation Decommissioning Application Form".

4.1.1 The Collocation Decommissioning Application Form is located on the Qwest web at: <http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: [colo@qwest.com](mailto:colo@qwest.com) and [rfsmet@qwest.com](mailto:rfsmet@qwest.com).

4.1.3 Qwest will notify CLEC within one (1) business day if the prerequisites have been met. Qwest will validate the order within two (2) business days from receipt of the Collocation Decommissioning Application Form.

**EXHIBIT A  
WASHINGTON RATES**

**Washington**

**\* Per 1/2 hour or fraction thereof**

Recurring    Non Recurring

* Additional Labor Other – Basic			\$27.72	1
* Additional Labor Other – Overtime			\$37.02	1
* Additional Labor Other – Premium			\$46.34	1
Additional Dispatch			\$84.51	1

[1] Rates not addressed in the Cost Docket. TELRIC based where required.