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SERVICE DATE

MAY 31 1991

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND)	
TRANSPORTATION COMMISSION,)	
)	
Complainant,)	DOCKET NO. UT-901219
)	
vs.)	SECOND SUPPLEMENTAL ORDER
)	ACCEPTING SETTLEMENT
U S WEST COMMUNICATIONS,)	
)	
Respondent.)	
.....)	

PROCEEDINGS: U S WEST Communications ("respondent" or "company") filed tariff revisions on October 15, 1990, which introduced a Land Development Agreement policy seeking to relieve the general ratepayer of the risk associated with plant investment relating to telephone service in undeveloped subdivisions. The Commission suspended the filing by order entered November 7, 1990.

On May 13, 1991, the parties presented to the Commission a proposed settlement of the issues in the case.

HEARINGS: Hearings were held at Olympia, Washington before Chairman Sharon L. Nelson, Commissioner Richard D. Casad, Commissioner A. J. Pardini and Administrative Law Judge Elmer E. Canfield of the Office of Administrative Hearings. The hearings were held on February 12, April 1 and May 13, 1991. The Commission provided an opportunity for members of the public to give testimony at the May 13 hearing.

APPEARANCES: U S WEST Communications was represented by Mark Roellig, Attorney at Law, Seattle; the staff of the Commission by Robert D. Cedarbaum, Assistant Attorney General, Olympia; and the public by William Garling, Jr., Assistant Attorney General, Public Counsel Section, Seattle. Intervenor appeared as follows: Washington Independent Telephone Association ("WITA") by John Nichols, Attorney, Tacoma; Building Industry Association of Washington, Building Industry Association of Spokane, Inc. and Master Builders Association of King and Snohomish Counties by Daniel Waggoner and Bruce Easter, Attorneys at Law, Seattle.

SUMMARY: The Commission accepts the Stipulated Settlement offered by the parties. The Commission approves the Land Development Agreement policy which provides for qualifying residential developers and the company to enter into Land

Development Agreements and Trench and Backfill Agreements for the provision of telephone network facilities in developments.

I. PROCEDURAL HISTORY

The company filed tariff revisions on October 15, 1990, which introduced a Land Development Agreement policy seeking to relieve general ratepayers of the risk associated with plant investment relating to telephone service in undeveloped subdivisions.

The Commission suspended the operation of the tariff revisions on November 7, 1990, pending hearings to determine if the proposed rates were fair, just, reasonable and sufficient.

The parties presented a proposed settlement to the Commission on May 13, 1991.

II. THE PROPOSED SETTLEMENT

The Stipulated Settlement is attached to this order as Appendix A and is incorporated by this reference.

The proposed agreement and accompanying tariff revisions provide for qualifying residential developers and the company to enter into Land Development Agreements (LDAs) and Trench and Backfill Agreements for the provision of telephone network facilities in developments. Currently, the company does not charge the developers for the provision of these facilities. Instead, the investment is included in the company's rate base and is passed on to all ratepayers. In general, the LDA settlement tariff applies to developers of four or more residential building lots, mobile home parks and RV parks; it does not apply to developments of multifamily dwellings, marinas or short-term space rental RV parks.

Under the LDA settlement tariff, the developer is to pay a facility charge to the company 45 days prior to the start of new facilities construction. The facility charge is to be \$2.50 or \$3.00 per centerline foot of all roads in the development, depending on whether or not the development is located in a Base Rate Area (BRA). The developer is also responsible for trenching and backfill and is to obtain and make available to the company legally sufficient easements, rights-of-way and other necessary permission for construction within the development. Specific time frames and notice requirements are set out in the individual agreements. If the development is outside the BRA, tariffed line extension charges are to apply to extend facilities to the boundary of the development. If the developer does not enter into, or comply with the terms of the LDA, the Trench and Backfill Agreement, or applicable line

extension charges, the company will build the facilities and bill the developer the full cost of construction of the trench and backfill, facilities in the development and any applicable line extension charges. The developer will be eligible for refunds under certain terms and conditions during the five year LDA period. These terms and conditions are based on the number of access lines connected to the system. The refunds cannot exceed the amount of the facility charge originally paid. At the end of five years, any remaining balance not refunded due to underdevelopment of access lines will revert to the company. The tariff also provides for the refund of costs incurred for trenching and backfill.

The Commission scheduled a hearing on May 13, 1991, for the purpose of taking testimony from members of the public regarding the filing. No members of the public appeared to give testimony.

III. COMMISSION DISCUSSION AND DECISION

The Commission has reviewed the record and the proposed settlement agreement and concludes that its acceptance is in the best interests of ratepayers and the company. The parties are to be commended for their cooperative efforts in reaching an acceptable agreement. The Commission approves the settlement as being in the public interest.

FINDINGS OF FACT

Having discussed all material matters inquired into, and having stated findings and conclusions, the Commission now makes the following summary of those facts. Those portions of the preceding detailed findings pertaining to the ultimate findings are incorporated by this reference.

1. The Washington Utilities and Transportation Commission is an agency of the State of Washington vested by statute with authority to regulate rates, rules, regulations, practices, accounts, securities, and transfers of public service companies, including telecommunications companies.

2. Respondent U S WEST Communications is a telecommunications company engaged in the business of furnishing telephone services within the State of Washington, and, as such, is a public service company subject to regulation by the Washington Utilities and Transportation Commission.

3. On October 15, 1990, the company filed tariff revisions which introduced a Land Development Agreement policy seeking to relieve the general ratepayer of the risk associated with plant investment relating to telephone service in

undeveloped subdivisions. The Commission suspended the filing by order entered November 7, 1990.

4. On May 13, 1991, the parties to the proceeding presented to the Commission a Stipulated Settlement, set forth in Appendix A. The Commission accepts this settlement agreement.

5. The tariff revisions originally filed by the company on October 15, 1990, should be rejected. The company should be ordered to refile tariff revisions consistent with the terms of the Stipulated Settlement, as set forth in Appendix A.

CONCLUSIONS OF LAW

1. The Washington Utilities and Transportation Commission has jurisdiction over the parties and subject matter of this proceeding.

2. Having reviewed the terms and conditions of the proposed settlement, the Commission concludes that the LDA settlement tariff is reasonable and just and that its acceptance is in the public interest. The Stipulated Settlement should be adopted.

3. The tariff revisions originally filed by the respondent on October 15, 1990, should be rejected. The respondent should be authorized to refile revisions consistent with the provisions of the Stipulated Settlement approved in this order.

4. All motions made in the course of this proceeding which are consistent with findings and conclusions made in this order should be granted, and those which are inconsistent should be denied.

On the basis of its analysis of the evidence, and the above findings and conclusions, the Washington Utilities and Transportation Commission enters the following order.

O R D E R

IT IS ORDERED That:

1. The Stipulated Settlement submitted by the parties is approved and adopted in its entirety.

2. The tariff revisions filed by respondent on October 15, 1990, now under suspension in Docket No. UT-901219, are rejected in their entirety.

3. The company shall refile tariff revisions consistent with the terms of the Stipulated Settlement, attached to this order as Appendix A.

4. The tariff revisions authorized to be filed in this matter shall bear an effective date which allows the Commission at least two complete working days to consider them. The filing should bear the notation on each sheet, "By authority of order of the Washington Utilities and Transportation Commission, Docket No. UT-901219".

5. A notice of the tariff revisions authorized in this order shall be posted at each business office of the respondent in Washington State one full working day before the day of filing with the Commission. The notices shall state the effective date of the filing and advise that a copy of the filing is available for inspection at each such office.

6. All motions consistent with this order are granted. Those inconsistent with it are denied.

7. The Commission retains jurisdiction to effectuate the provisions of this order.

DATED at Olympia, Washington and effective this 28th day of May, 1991.

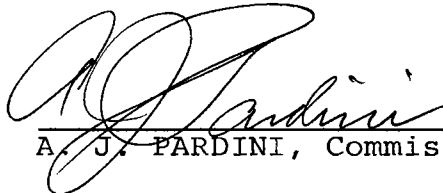
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION



SHARON L. NELSON, Chairman



RICHARD D. CASAD, Commissioner



A. J. PARDINI, Commissioner

NOTICE TO PARTIES:

This is a final order of the Commission. In addition to judicial review, administrative relief may be available through a petition for reconsideration, filed within 10 days of the service of this

order pursuant to RCW 34.05.470 and WAC 480-09-810, or a petition for rehearing pursuant to RCW 80.04.200 or RCW 81.04.200 and WAC 480-09-820(1).

APPENDIX A

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND)
TRANSPORTATION COMMISSION,)
Complainant,)
v.)
U S WEST COMMUNICATIONS,)
Respondent.)

DOCKET NO. UT-901219

STIPULATED SETTLEMENT

RECEIVED
MAY - 7 1991
OFFICE OF
ADMINISTRATIVE HEARINGS

COMES NOW the parties of record to the above-referenced proceeding and stipulate to the following in order to resolve the current proceeding:

1. On November 7, 1990, the Washington Utilities and Transportation Commission (hereinafter "WUTC") entered a Complaint and Order Suspending Tariff Revisions in Docket No. UT-901219. This order suspended tariff revisions filed by U S WEST Communications, Inc., which introduced the Land Development Agreement policy which purports to relieve the general ratepayer of the risk associated with plant investment in under developed subdivisions relating to telephone service.

2. On January 22, 1991, a Notice of Hearing was entered setting a hearing for February 12, 1991 for the purpose, among other things, of the predistribution of respondent's testimony and copies of direct testimony exhibit that are proposed to be presented. Since this notice was not served upon all interested parties, additional notice was given on February 12, 1991 to interested parties of their ability intervene.

STIPULATED SETTLEMENT - 1 -
MDR00423

U S WEST COMMUNICATIONS, INC.
1600 Bell Plaza, Suite 3204
P.O. Box 21225
Seattle, WA 98111
Telephone: (206) 345-7838

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3. The Motion to Intervene of Washington Independent Telephone Association was granted on February 12, 1991. In addition, Motions to Intervene have been granted for the Building Industry Association of Washington, The Building Industry Association of Spokane and the Master Builders Association of King & Snohomish Counties.

4. The parties now agree and stipulate to a resolution of the pending proceeding based upon the changes in U S WEST Communications, Inc.'s current tariff filing in the form attached hereto as Exhibit A and in modifications made in the proposed Land Development Agreement and Joint Trench Agreement in the forms attached hereto as Exhibits B and C:

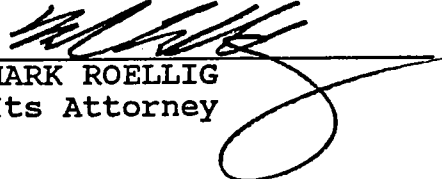
5. Nothing in this Stipulation shall be construed as precedent or shall be binding on any party in any proceeding before the WUTC other than those proceedings described in this stipulation. This settlement shall not be used as a basis for seeking modifications of tariffs of local exchange companies other than the respondent herein. The parties recognize that this stipulation is the product of negotiations and shall not be construed against any party on the basis that it was a drafter of the agreement.

6. This Stipulation is not severable. The parties may present testimony in support of it. In the event the Commission disapproves or modifies it, the parties shall not be bound by any provision.

7. The parties to this Stipulation agree that it may be executed in counterpart and upon filing of an original executed Stipulation by all parties with the WUTC it shall be considered for all purposes a fully executed Stipulation.

U S WEST COMMUNICATIONS,
INC.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

By 
MARK ROELLIG
Its Attorney

By _____
ROBERT CEDARBAUM
Assistant Attorney General

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 25 any provision.

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 27 executed in counterpart and upon filing of an original executed
 28 Stipulation by all parties with the WUTC it shall be considered
 29 for all purposes a fully executed Stipulation.

30 U S WEST COMMUNICATIONS,
 31 INC.
 32
 33 By _____
 34 MARK ROELLIG
 Its Attorney

WASHINGTON UTILITIES AND
 TRANSPORTATION COMMISSION

By 

 ROBERT CEDARBAUM
 Assistant Attorney General

1 PUBLIC COUNSEL SECTION
2 OFFICE OF THE ATTORNEY
3 GENERAL

BUILDING INDUSTRY ASSOCIATION
OF WASHINGTON

4 By William A. Garling Jr.
5 WILLIAM GARLING
6 Assistant Attorney General

By _____
DANIEL M. WAGGONER
Its Attorney

7 MASTER BUILDERS ASSOCIATION
8 KING & SNOHOMISH COUNTIES

WASHINGTON INDEPENDENT TELEPHONE
ASSOCIATION

9
10 By _____
11 JAMES S. WILLIAMS

By _____
JOHN NICHELS
Its Attorney

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13 BUILDING INDUSTRY ASSOCIATION
14 OF SPOKANE

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16 By _____
17 JIM FRANK

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PUBLIC COUNSEL SECTION
OFFICE OF THE ATTORNEY
GENERAL

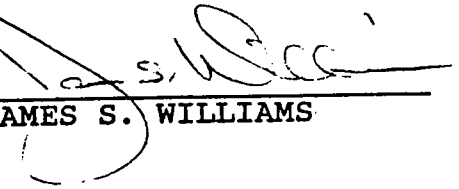
BUILDING INDUSTRY ASSOCIATION
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WILLIAM GARLING
Assistant Attorney General

By _____
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Its Attorney

MASTER BUILDERS ASSOCIATION
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JOHN NICHELS
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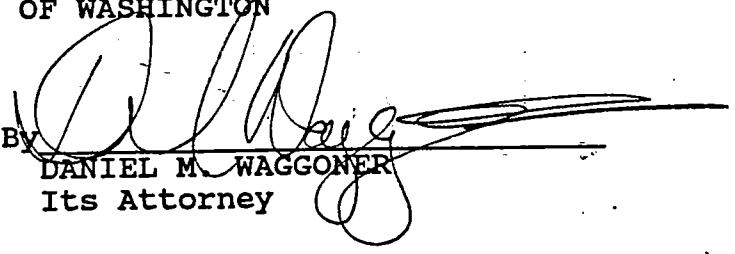
By JIM FRANK

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GENERAL

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Assistant Attorney General

By _____
DANIEL M. WAGGONER
Its Attorney

MASTER BUILDERS ASSOCIATION
KING & SNOHOMISH COUNTIES

WASHINGTON INDEPENDENT TELEPHONE
ASSOCIATION

By _____
JAMES S. WILLIAMS

By John Nichols
~~JOHN NICHOLS~~ Nichols
Its Attorney

BUILDING INDUSTRY ASSOCIATION
OF SPOKANE

By _____
JIM FRANK

EXHIBIT A

1st Revision of Sheet D-1
Cancelling
Original Sheet D-1

DEFINITIONS

Certain terms and phrases used in the Schedules and Rules and Regulations have the meaning as given in the definitions shown below:

9-1-1 Emergency Communications System Service (9-1-1) - A telephone exchange service whereby a public safety answering point designated by the customer may receive calls made to the telephone number 9-1-1.

Access Line - See Carrier Access Line and/or Exchange Access Line.

Applicant - An individual or legal entity making application to the Company for telephone service except as defined in Schedule 8, Line Extension Charges, II. CONDITIONS A. (C)
(C)

Base Rate Area (BRA) - The area of highest population density within an exchange. The exchange boundary and the BRA boundary may be the same. The BRA is set forth on the tariff map.

Billing Date - The date on a bill which represents the start of the regular monthly billing period. See Rule and Regulation 4 for details.

Building - A structure that houses the customer. Separate buildings are treated as one building if the customer furnishes and maintains a joining passageway, which is suitable to the Company for the placing of wire facilities. Pipes and conduit are considered enclosed passageways.

Business Service - Exchange service furnished to customers whose actual use of the service is for conducting a business, trade, or profession, or whose use of the service is not confined to primarily domestic use.

Call Forwarding - A function which allows incoming calls to be advanced to another telephone number. The number the calls are advanced to may be changed as required by the customer.

Calling Card - A billing arrangement by which a call may be charged to an authorized Company designated number. Previously it was known as a "credit card".

EXHIBIT A

1st Revision of Sheet 8-1
Cancelling
Original Sheet 8-1

SCHEDULE 8
LINE EXTENSION CHARGES

I. DESCRIPTION

Line extension charges will always apply outside the Base Rate Area (BRA) in connection with all classes, types and grades of service (except farmer line service and within the boundaries of residential developments addressed in Schedule 9, II. CONDITIONS E.) when established by means of an extension to the Company's plant facilities, consisting of buried wire or pole construction and including extensions by means of poles to be owned by the Company jointly with others, and by means of contacts or contact space on poles of others. All line extensions are owned and maintained by the Company.

(C)
|
(C)

II. CONDITIONS

A. For the purposes of this schedule the definition of applicant includes developers of real property.

(D)

(N)
(N)

B. An applicant, if he/she so elects, may furnish and set the required poles or provide a trench on their own property in accordance with the construction standards of the Company, in lieu of the applicable charges (for charges, see III. RATES, following). However, in all instances the ownership of facilities shall be entirely vested in the Company.

(T)

(T)
(T)

C. Measurement of Distances

(T)

1. Distances mentioned in this Schedule are route distances. The routing of line extensions will be determined by the Company.

1st Revision of Sheet 8-2
Cancelling
Original Sheet 8-2

SCHEDULE 8
LINE EXTENSION CHARGES

II. CONDITIONS

C. Measurement of Distances - (Cont'd)

- 2. Where the proposed construction over private property is to be used to serve customers in general, or a private property routing is selected by the Company in lieu of routing on public roadways, the construction will be treated as being on public roadways.
- 3. 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 in a tenth of a mile.

D. Collective Application and Grouping of Applicants

(T)

- 1. 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. Allowances are made only for those prospects making valid applications for service. Exception: Developers will be granted 1/10 mile free allowance for each development, even in the absence of an application for service.
- 2. 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)
|
(C)

DRAFT COPY LAND DEVELOPMENT 4/12/91 JB

Advice No. 2166T
Issued:
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

Effective:

1st Revision of Sheet 8-3
Cancelling
Original Sheet 8-3

SCHEDULE 8
LINE EXTENSION CHARGES

II. CONDITIONS - (Cont'd)

E. Apportionment of Charges

(T)

Applicants are divided into two groups. The first group includes all applicants whose collective allowance 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.

F. Lump Sum or Installment Payment

(T)

A telephone subscriber's line extension charges may be paid in a lump sum or when mutually agreeable, in equal monthly installments for a term of eighteen months. (See II. CONDITIONS G., following.)

(T)

(T)

G. Disconnects

(T)

When one or more customers on a project disconnect within the eighteen month term, no refund is made to those who made a lump sum payment of the line extension charge.

Those making monthly line extension charge payments are required to pay an amount equal to the total of the monthly line extension charge payments for the unexpired life of the contract.

1st Revision of Sheet 8-4
Cancelling
Original Sheet 8-4

**SCHEDULE 8
LINE EXTENSION CHARGES**

II. CONDITIONS

G. Disconnects - (Cont'd) (T)

Charges to remaining customers are not affected by disconnects.

H. Reuse of Facilities (T)

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:

- 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.
- 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.

1st Revision of Sheet 8-5
 Cancelling
 Original Sheet 8-5

SCHEDULE 8
 LINE EXTENSION CHARGES

II. CONDITIONS - (Cont'd)

- I. 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. (T)
- J. Contracts, covering periods not to exceed eighteen months of service, will be required by the Company as a condition prior to the establishment of the service, when line extensions are necessary. (T)
- K. The Company will determine new charges, if applicable, for a project if one or more applicants cancel their agreement after the order has been placed. (T)
- L. A departure from the above may be made on behalf of the Company when a line extension involves unusual or disproportionately large construction expenditures as compared with the usual type of plant facilities construction. (T)

WN U-24
U S WEST COMMUNICATIONS, INC.
EXCHANGE AND NETWORK SERVICES

1st Revision of Sheet 8-6
Cancelling
Original Sheet 8-6

SCHEDULE 8
LINE EXTENSION CHARGES

III. RATES

	<u>NONRECURRING CHARGE</u>	<u>USOC</u>	
A. Extensions to plant facilities along public roadways for distances of one-tenth mile or less, per applicant or development of real estate	No Charge		(C) (C)
B. Extensions to plant facilities along public roadways in excess of the distance provided in III. RATES A. preceding.			(T)
1. For single applicants or developments of real estate, each one-tenth mile	\$440.00	CACLE	(C) (C)
2. For groups of two or more each one-tenth mile	740.00	CACLE	
NOTES: 1. Charges from Schedule 9, Construction of Outside Plant Facilities, will apply to moves, changes or rearrangements of existing line extension on private property.			(T)
2. LDA refunds (see Schedule 9, II. CONDITIONS E.6.c.) do not apply to line extensions for developers.			(N) (N)

Original Sheet 8-7

SCHEDULE 8
LINE EXTENSION CHARGES

III. RATES - (Cont'd)

	<u>NONRECURRING CHARGE</u>	<u>USOC</u>	
C. Extensions to plant facilities along private roads or on private property			
1. For single applicants or developments of real estate, each one-tenth mile	\$440.00	CACLE	(C) (C)
2. For groups of two or more each one-tenth	740.00	CACLE	

NOTE: Charges from Schedule 9, Construction of Outside Plant Facilities, will apply to moves, changes or rearrangements of existing line extension on private property.

1st Revision of Sheet 9-1
Cancelling
Original Sheet 9-1

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

I. DESCRIPTION

A. New Construction (T)

1. Single Family Residences (T)

Construction charges described in this Schedule will apply inside the Base Rate Area (BRA) in connection with the placement of new service wires from a point on the customer property line to the premises to be served. (T)
(C)

a. Construction charges: (N)
Within the Base Rate Area: See II. CONDITIONS A. - D.
Outside the Base Rate Area: See Schedule 8.

b. Trench and Backfill:
Within the Base Rate Area: Customer provided or see II. CONDITIONS, C.2. and III. RATES A.1., following.
Outside the Base Rate Area: See Schedule 8

2. Residential Developers

Land Development Agreement charges will apply to developers of residential real property that contain four or more residential lots or proposed structures, and extensions into or additions to new or existing mobile home and RV parks requiring telephone facilities to individual spaces as defined by II. CONDITIONS, E.1.

a. Construction charges:
Within the Base Rate Area: See II. CONDITIONS, E.6. a. and b., following.
Outside the Base Rate Area: See I. DESCRIPTION A.2.c. following, II. CONDITIONS, E.6.a. and b., following, and Schedule 8. (N)

(K) Material omitted now appears on Sheets 9-3 and 9-4.

1st Revision of Sheet 9-2
Cancelling
Original Sheet 9-2

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

I. DESCRIPTION

A. New Construction

2. Residential Developers - (Cont'd)

b. Trench and Backfill:

Within the Base Rate Area: See II. CONDITIONS E.7.
and III. RATES C.2., following.

Outside the Base Rate Area: See II. CONDITIONS E.7.,
III. RATES C.2., following, and Schedule 8.

c. Line Extension Charges in connection with extensions
to the Company's plant facilities to the boundary of
the development only apply outside the Base Rate Area:
See Schedule 8.

3. All Others

(Such as Individual Business, Business or Industrial
Parks, Multifamily Unit Dwelling Developments, Residential
Developments that contain three or less lots or proposed
structures, RV Parks platted for space rental on a short
term basis not addressed within a Land Development
Agreement, Etc.)

a. Construction charges:

Within Base Rate Area: See II. CONDITIONS, A.-D.
following.

Outside the Base Rate Area: See Schedule 8.

b. Trench and Backfill:

Within the Base Rate Area: Customer provided or see
II. CONDITIONS, C.2., following.

Outside the Base Rate Area: See Schedule 8.

(N)

(N)
(K)

(K) Material omitted now appears on Sheets 9-4 and 9-5.

DRAFT COPY

LAND DEVELOPMENT

4/25/91

JB

Advice No. 2166T

Issued:

Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

Effective:

WN U-24
U S WEST COMMUNICATIONS, INC.
EXCHANGE AND NETWORK SERVICES

1st Revision of Sheet 9-3
Cancelling
Original Sheet 9-3

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

I. DESCRIPTION

B. Conversion and Relocation of Existing Facilities

(C)(M)

Other construction charges described in this Schedule will apply both inside and outside the BRA for customer requested relocations or conversions of existing facilities.

(C)

II. CONDITIONS

A. The Company will furnish, install and maintain all facilities necessary to serve applicants or customers in accordance with its lawful rates, Rules and Regulations, and with its established construction standards.

B. Provision of Facilities and Structures

1. The type of construction (buried or aerial) is the prerogative of the Company, except where designated by law.

2. If aerial construction is designated by the Company, the Company will extend aerial facilities within the BRA to the prospective customer's premises. If buried construction is designated by the Company, the Company will extend buried facilities within the BRA to a Company designated point on the prospective customer property line.

(T)

(C)

(C)

3. It will be the Company's prerogative to designate the type of supporting structure required for the placement of outside plant facilities and service wires from the designated point on the customer property line to the premises to be served: trench, conduit, or pole.

(M)

(K)

(M) Material formerly appeared on Sheet 9-1.

(K) Material omitted now appears on Sheets 9-5 and 9-6.

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Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

Effective:

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U S WEST COMMUNICATIONS, INC.
EXCHANGE AND NETWORK SERVICES

1st Revision of Sheet 9-4
Cancelling
Original Sheet 9-4

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

B. Provision of Facilities and Structures - (Cont'd)

4. The route will be determined by the Company. (M)

C. New Construction (Not applicable to developments addressed in E. following) (T)(M1)
(T)

1. Aerial construction

a. If a supporting structure is required on the private property of the applicant, it will be the applicant's responsibility to provide the structure. The structure must meet Company standards. Upon acceptance, the ownership shall vest in the Company.

b. If the customer elects, the Company will provide the structure based on estimated costs. See III. RATES A., following. (T)

2. Buried construction

a. It will be the responsibility of the customer or owner/contractor to coordinate and provide access to a trench or conduit, as specified by the Company (see II. CONDITIONS B.3., preceding). This trench or conduit will meet the Company's established standards and will permit termination of the facilities at the premises to be served from a point on the property line designated by the Company. If the customer or owner/contractor wishes to provide a trench whose routing or end points deviate from the above, the customer will be charged the additional cost incurred by the Company for accommodating such a deviation. (T)
(C)
(C)(M1)

(K)

- (M) Material formerly appeared on Sheet 9-1.
- (M1) Material formerly appeared on Sheet 9-2.
- (K) Material omitted now appears on Sheets 9-12 and 9-13.

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

C. New Construction (Not applicable to developments addressed in E. following)

2. Buried construction - (Cont'd)

- b. Where a trench is designated by the Company for residential buried service wires, the customer may request that the Company provide the trench. The customer or others requesting this residential construction will be billed directly, as stated in III. RATES A., following. (M) (T)
- c. 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. This will be at no cost to the Company. (M)
- d. The actual cost incurred because of the sharing of an open trench on private property with another utility, will be the responsibility of the prospective customer or others requesting the work. In no instance shall a residential customer be charged more than the rate specified in III. RATES A., following. (M1) (T)
- e. 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. (M1)

(M) Material formerly appeared on Sheet 9-2.
(M1) Material formerly appeared on Sheet 9-3.

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS - (Cont'd)

D. Relocation of Existing Outside Plant Facilities (M)

1. When relocation or aerial to underground conversion of existing facilities is requested or required by law, the cost of constructing the new and removing the old facilities will be borne by the customer or others requesting the relocation or conversion. See III. RATES (T) B., following.

2. In locations where the Company's existing outside plant facilities are of aerial construction and the Company, at its own prerogative, buries the outside plant, the costs of construction will be borne solely by the Company. (M)

E. Charges and Agreements for Extensions Into Residential Developments (N)

1. Residential developments meeting the following criteria will be subject to the provisions of this section:

- a. Developments containing four or more residential building lots or proposed structures.
- b. Mobile home parks, including additions of four or more lots to existing mobile home parks.
- c. Existing or proposed RV parks requiring telephone facilities to individual spaces.

2. The following do not fall under the provisions of this section:

- a. Developments which consist entirely of multifamily dwellings. (N)

(M) Material formerly appeared on Sheet 9-3.

Original Sheet 9-7

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

E. Charges and Agreements for Extensions Into Residential Developments

2. The following do not fall under the provisions of this section: - (Cont'd)

b. RV parks platted for space rental on a short term basis, except as defined in II. CONDITIONS, E.1.c., preceding.

(N)

c. Marinas.

3. The Company will place, own and maintain network facilities in residential developments. See II. CONDITIONS, E.7., following, for easement and trenching requirements.

4. The Company and the developer will enter into a written Land Development Agreement covering a period of five years for provision of the required Company network facilities. The developer will be charged a facility charge, which is payable in full at least 45 days prior to the start of construction of new facilities in the development by the Company. See III. RATES C., following. Developments consisting of more than one phase shall be administered under separate agreements for each phase.

5. If a residential developer refuses to enter into or comply with the terms of:

a. Land Development Agreement,

b. Line Extension Charges, if applicable (Schedule 8, I. DESCRIPTION),

(N)

Original Sheet 9-8

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

E. Charges and Agreements for Extensions Into Residential Developments

5. If a residential developer refuses to enter into or comply with the terms of: - (Cont'd)

c. Trench and Backfill Agreement (See II. CONDITIONS E.7.f.),

(N)

and U S WEST receives an application for service, the full cost of construction of the trench and backfill, facilities in the development and any applicable line extension will be billed to and paid by the developer of the real property. A refund will be provided to the developer in accordance with II. E. 6., with the start date of the refund period deemed to be the billing date. The end date of the refund period shall be five years after the billing date.

6. Facility Charges

The written agreement will include the facility charge, the number of proposed new access lines associated with the development, and an annual refund provision for a maximum period of five years. The annual refund will be determined as follows:

a. The number of proposed new access lines, to be specified in the written agreement, will be equal to the greater of the number of proposed lots or living units in the development.

b. For the facility charge, see III. RATES. C.1.

(N)

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LAND DEVELOPMENT

4/25/91

JB

Advice No. 2166T

Issued:

Issued by U S WEST Communications, Inc.

By G. A. Walker, Vice President

Effective:

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

E. Charges and Agreements for Extensions Into Residential Developments

6. Facility Charges - (Cont'd)

c. The annual refund will be determined by applying a facilities refund per access line to the gain in access lines for that year. The facilities refund per access line will be calculated as follows:

(N)

1. Inside the BRA

$$\text{Facilities Refund per Access Line} = \frac{\text{Facility Charge}}{(\text{Proposed number of access lines} \times .50)}$$

2. Outside the BRA

$$\text{Facilities Refund per Access Line} = \frac{\text{Facility Charge}}{(\text{Proposed number of access lines} \times .85)}$$

d. Refunds will not be made in excess of what was originally paid to the Company as the facility charge.

e. At the end of five years, any remaining balance not refunded due to underdevelopment of access lines, will revert to the Company.

7. Trenching and Backfill

The provision of buried or underground communication facilities to residential developments shall require the following:

(N)

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Issued:
Issued by U S WEST Communications, Inc.
By G. A. Walker, Vice President

Effective:

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

E. Charges and Agreements for Extensions Into Residential Developments

7. Trenching and Backfill - (Cont'd)

a. A legally sufficient easement to accommodate the placing and maintaining of the common communication serving facilities (e.g., feeder and distribution cables plus terminal pedestals or like devices and access point cabinets) must be made available to the Company. The surface of the easement area must be brought within six inches of final grade prior to the installation of buried or underground communication facilities.

(N)

b. The developer or owner shall select the option of either:

- providing trench and backfill in accordance with II. CONDITIONS E.7.d., following, or
- paying the Company's portion of joint trench and backfill costs in accordance with II. CONDITIONS E.7.f., following.

c. Unless the Company provided the trench, in each year during the 5-year Land Development Agreement period, developers shall receive a refund of costs incurred for trenching and backfill (T & B). The annual refund will be determined by applying a T & B refund per access line to the gain in access lines for that year as follows (see III. RATES for T & B refund rates):

1. Inside the BRA

$$\begin{aligned} \text{T \& B Refund} & \quad = \quad \frac{\text{Refund rate x number of}}{\text{per access line}} \quad \frac{\text{centerline feet}}{\text{(Proposed number of access}} \\ & & & & & \text{lines x .50)} \end{aligned}$$

(N)

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By G. A. Walker, Vice President

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SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

E. Charges and Agreements for Extensions Into Residential Developments

7. c. - (Cont'd)

2. Outside the BRA

(N)

$$\begin{array}{l} \text{T \& B Refund} \\ \text{per access line} \end{array} = \frac{\text{Refund rate x number of} \\ \text{centerline feet}}{(\text{Proposed number of access} \\ \text{lines x .85})}$$

- d. Trenches and backfill within the development must meet Company specifications and be suitable for the Company's distribution facilities. This does not include trenches and backfill for the service drop wire (i.e., the facilities between the pedestal terminal or like device and protector or network interface located on the customer premises). For service drop wire trenching see II. CONDITIONS C.2., preceding.
- e. In those instances where a trench is open in the development and the Company is properly notified of the trench's availability, and the Company fails to utilize that trench, the Company will bear the costs of providing a trench.
- f. In areas where the Company has existing trench and backfill agreements with local power utilities, the developer or owner of the development shall be responsible for the trench and backfill costs as billed to the Company. See E.7.c. for applicable refunds.
- g. A written trench and backfill agreement must be entered into by the developer or owner of the development and the Company for the provision of the trench and backfill work. Developments consisting of more than one phase shall be administered under separate agreements for each phase. The agreement will include the following:

(N)

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

II. CONDITIONS

E. Charges and Agreements for Extensions Into Residential Developments

7. g. - (Cont'd)

- (1) a description of the subdivision or development,
- (2) trench and backfill plans and specifications,
- (3) trench excavation and backfill schedules, and
- (4) rights, responsibilities and liabilities associated with performance of the trench and backfill work.

(N)
|
(N)

F. Billing

- 1. Bills for construction charges are not to be construed as being bills for exchange or interexchange service.
- 2. 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 thirty 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.

(T)(M)
|
(M)

(M) Material formerly appeared on Sheet 9-4.

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

III. RATES

(T)(M)

A. 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 service wires.

	<u>CHARGE</u>	<u>USOC</u>	
1. Company provided trench for single family residential service wires on private property	\$70.00	SYEFR	(T)
2. Company provided poles on private property	estimated cost	SYEEC	(T) (T)

B. Relocation

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

(M)

(M) Material formerly appeared on Sheet 9-4.

SCHEDULE 9
CONSTRUCTION OF OUTSIDE PLANT FACILITIES

III. RATES - (Cont'd)

C. Land Development/Trench and Backfill Agreements

(N)

1. Facility Charges

The developer will pay the Company, at least 45 days in advance of construction of new facilities in the development, the following amounts:

a. Inside the BRA

\$2.50 per centerline foot of all roads within the development.

b. Outside the BRA

\$3.00 per centerline foot of all roads within the development.

2. Trench and Backfill Refund Rates

The amount of the refund rate for trench and backfill will be dependent upon the number of participants in a standard 36" x 30" trench, which shall be determined as follows:

1 participant	\$3.27 per centerline foot
2 participants	\$1.63 per centerline foot
3 participants	\$1.09 per centerline foot
4 participants	\$.82 per centerline foot

(N)

EXHIBIT B

LDA NUMBER
JOB NUMBER

LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 19____, by U S WEST Communications, a Colorado Corporation (hereinafter referred to as "The Company") and _____ (hereinafter referred to as "The Developer");

WITNESSETH

RECITALS:

The Developer has planned to undertake construction of a development known as _____ which is more fully described as being located in _____ Exchange, _____ County, and state of Washington. The Company has been requested by The Developer to provide telecommunication facilities, more specifically:

(as shown on the attached Exhibit A) attached hereto and incorporated herein by this reference which facilities will be adequate to serve access lines in the above mentioned area, and on or before five years from the date of this agreement there will be _____ access lines in service in the development.

The proposed area is such that pursuant to the tariffs of The Company on file with the Washington Utilities and Transportation Commission (hereinafter referred to as "The Commission"), The Company is willing to undertake provision of such facilities only upon payment of the facility charge hereinafter specified.

COVENANTS:

In consideration of the mutual covenants and conditions here set forth, it is hereby agreed by and between The Company and The Developer as follows:

1. This Agreement is entered into subject to the tariffs of the Company on file with The Commission. In the event that these tariffs are changed, superseded or suspended prior to any performance by The Company, then this agreement shall become void and the parties may enter into such new agreements as will conform to such tariffs as may be in effect after the aforesaid change, suspension or supersedure.
2. The Developer shall pay to The Company a facility charge equal to \$_____ which shall be calculated in accordance with the terms of the Company's tariffs. Said total shall be paid to The Company as shown on Exhibit B, attached hereto and incorporated herein by this reference.
3. Upon payment of the sums enumerated in paragraph 2 and Exhibit B, The Company shall undertake installation of the facilities in the development as stated in the **RECITALS** and as shown on the attached Exhibit A.

EXHIBIT B

4. The Company agrees that initial facilities will be available by _____ days after execution of contract. Any additional facilities included herein will be available prior to customer demand therefore. In no event shall The Company's failure to complete the work by the above-specified date be considered a breach of this agreement by The Company, nor shall it relieve The Developer of any of its obligations hereunder, if said delay is caused by acts of God, labor disputes, unavailability of equipment or material, delays in receiving equipment or material, delays in obtaining easements or rights-of-way, unusual working conditions, unusual terrain, delay caused by The Developer or any other circumstances beyond the reasonable control of The Company. The parties shall, insofar as possible coordinate their construction work.

5. The Developer agrees to provide at least 45 days notice of the anticipated project schedule and start of excavation and backfill together with information on the location of the joint trench, if any, and any electrical transformers.

6. Any easements, rights-of-way or property required by The Company in the above development shall be furnished by The Developer without cost or restriction to The Company and shall be cleared and within six inches of final grade by the construction start work date. All survey property stakes will be placed by The Developer as required to identify the physical location of said easements and rights-of-way within the development. The Developer shall be required to reimburse The Company for unusual private and government right-of-way costs pursuant to this agreement, that are not covered by the facility charge. In the event of replatting, rezoning, or change of use during the term of this agreement, The Developer or the permitted assignee shall bear the full expense of relocation or replacement of all affected telecommunication facilities. This amount is not refundable.

7. Within sixty days after the annual anniversary date of the execution of this agreement for each of the next five years, The Company shall refund to The Developer as follows:
 - a. The sum of \$ _____ for each access line in service in the above development.
 - b. Said refund shall not apply to those access lines for which a refund has been previously given by The Company to The Developer, and a refund shall not be given unless there is a total net annual increase in access lines from the preceding period in which a refund was given.
 - c. In no case will the refund be greater than the total facility charge assessed by The Company (\$ _____) or exceed the sum of (\$ _____) per access line in service, and if after the fifth anniversary there is any remaining balance which has not been refunded to The Developer because of lack of access line development, that sum shall be retained by The Company and no further refunds will be made.
 - d. No interest shall be payable to The Developer upon the amounts subject to refund under this agreement.
 - e. The refunds contemplated herein are based on costs per access line for the telecommunication facilities contracted for herein.
 - f. It is The Developer's responsibility to notify The Company of any change of address for purposes of refunds hereunder in accordance with paragraph 16, below. The Company shall have no responsibility for failure to make refunds if The Developer has changed its address and has failed to notify The Company.

- g. On the fifth and final anniversary date, the refund shall include all access lines in service for which refunds have not been previously made.
- 8. It is understood and agreed that the facility charge paid by The Developer is a charge for the cost of providing telecommunication facilities in this type of area and is not a deposit for security for individual customers, nor are such payments applicable to installation charges or the regular monthly charges for such service as provided in the filed tariffs of The Company, and the charge does not vest ownership of the facilities in The Developer or subscriber nor does the charge reserve dial tone.
- 9. The facility charge and refund procedure provided for pursuant to this agreement does not satisfy the zone connection and construction charges which may be payable by the individual customers as required by tariff. The Developer shall not represent that the payment of the facility charge by The Developer alleviates the individual customer's responsibility to pay other appropriate charges when required by tariff.
- 10. Any type of construction requested by The Developer other than normal construction proposed by The Company shall be subject to additional charges as provided in The Company's tariffs, and such charges shall not be subject to refund.
- 11. In the event access line development does not reach the agreed to access line growth within five years from the date of this agreement The Company shall have no obligation to continue to provide the facilities not in use which were placed pursuant to this agreement. In the event of a lack of access line development, The Company may remove or otherwise utilize any facilities which are in excess of the amount in service on the fifth anniversary date, and The Company shall have no obligation to serve subsequent customers in the development other than pursuant to applicable tariffs then on file and in effect with The Commission.
- 12. This agreement may not be assigned by The Developer without the prior written consent of The Company, which shall not be unreasonably withheld.
- 13. This agreement shall inure to the benefit of and be binding upon the successors in interest and permitted assignees of the parties hereto.
- 14. The Company reserves the right to construct excess capacity into the facilities being constructed pursuant to this agreement. The additional costs of the excess facilities are not included in the charges set forth above, and The Developer will not be liable for such additional costs. In the event that additional persons apply for service subsequent to the construction of facilities pursuant hereto, The Company shall charge to such subsequent applicants, fees and construction charges as may be applicable under the tariffs then on file and in effect with The Commission. The Developer shall not be entitled to any refund or reduction in charges by reason of the provision of such service to such additional applicants.
- 15. In the event any legal action is required to enforce the provisions of this agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees.

- 16. Any notice between the parties and payment of facility charge and refund, pursuant to this agreement, shall be given in writing, hand delivered or mailed by United States mail, postage prepaid, addressed, if to The Company to:

U S WEST Communications
 Land Development Agreements Coordinator
 Susan Brown
 5th Floor, 999 Main Street
 Boise, Idaho 83702

and if to The Developer to:

and shall be effective when hand delivered or postmarked, whichever is earlier. Changes by either party in the designations must comply with the above.

DEFINITIONS:

- 17. The following definitions are applicable to this agreement:

Access Line: The telecommunication circuit that extends from the customer's termination point to a central office.

Central Office: A switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting access lines.

Distribution Facilities: All telephone plant between the feeder facilities and the customer's termination point.

Feeder Facilities: The telephone plant between the central office and distribution facilities.

Tariff: A document filed by The Company with the Washington Utilities and Transportation Commission which lists the communication services and products offered by The Company and gives a schedule of rates for those services and products.

Access Line in Service: A working cable pair.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing on the first page of this agreement.

U S WEST Communications
A Colorado Corporation

By _____

Title _____

By _____

Title _____

EXHIBIT A

(Engineering Design Sketch)

EXHIBIT B

Development agrees to pay the sum of \$ _____, or or before 45 days prior to the date scheduled for the start of excavation and backfill of the utility trench for the development known as _____, LDA number _____.

EXHIBIT C

LDA NUMBER _____
JOB NUMBER _____

TRENCH AND BACKFILL AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ 19____, by U S WEST Communications, a Colorado Corporation (hereinafter referred to as "Company") and _____ (hereinafter referred to as "Developer")'

WITNESSETH.

RECITALS:

The Developer has planned to undertake construction of a development known as _____ which is more fully described as being located in _____

The Company has been requested by The Developer to provide telecommunication facilities, more specifically; _____

This Agreement, all following terms and conditions, Exhibit A, all change orders and applicable tariffs constitute the entire Agreement and supersedes all previous agreements between Company and Developer relating to the subject matter hereof. Both parties represent they have read this Agreement, understand it, agree to be bound by all terms and conditions herein, and acknowledge receipt of a signed true copy of the Agreement.

DEVELOPER

U S WEST COMMUNICATIONS

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

TELEPHONE NUMBER: _____

COVENANTS:

In consideration of the mutual covenants and conditions here set forth, it is hereby agreed by and between The Company and The Developer as follows:

1. The Developer will provide adequate trenches, as specified on the work Order prints (attached hereto as Exhibit A and incorporated herein by this reference), and backfill operations necessary to place said facilities in the aforementioned development in accordance with the tariffs of the Company presently on file with the Washington Utilities and Transportation Commission.
2. The Developer agrees to select a start date for trench excavation and backfill that is compatible with the Company's engineering, material ordering and construction schedules. The developer hereby agrees to provide the Company with at least seven days notice of the

EXHIBIT C

date on which the trench will first be open for the placement of the Company's facilities (the 'open date'). Time is of the essence, and the Developer shall ensure that the trench is open not later than fourteen business days from the scheduled Open Date. The trench must be maintained open by the Developer for a minimum of four business days to allow the Company time to place its facilities. The Developer shall advise the Company of the date the trench is open. The Developer shall provide backfill sufficient to protect the Company's cable after the cable placement, after all necessary governmental inspections are completed. Any modifications to the time limits in which the work is to be completed, must have the prior approval of the Company's representative.

3. If the Developer has not started trench excavation within (14) days of the start date, the Developer agrees to reimburse the Company for any carrying charges, penalty fees and fees and shipping costs related to the storage, return and reorder of materials associated with the said mentioned facilities. Lost time suffered by the Company's forces due to trench failures or insufficient trench will be reimbursed to the Company at the completion of the backfill operation.
4. If the trench meets the Company's standards and specifications and is open during the four days identified by the Developer, and if the Company fails to install its facilities during this period, the Developer has no further obligation to provide a trench. If the Company chooses not to employ a trench to install facilities, and refunds to the Developer any amounts paid to the Company under the LDA, the Company shall not charge the Developer for any costs associated with or arising from the Company's later installation of facilities in the development.
5. The Developer shall coordinate with the Company Representative: _____
6. The Developer shall obtain the necessary legal authority for the Company to occupy public and private rights-of-way to install and maintain its facilities within the development. The obtaining of any other permits, licenses bonds or other necessary permission to move, park and maneuver equipment on the job, store tools and materials, barricade or close streets, alleys or walks, and to use electric power, water and sewers, and to dispose of soil within the development, shall be the responsibility, at the expense of, and in the name of the Developer.
7. The Developer's trench and backfill operation shall conform to the National Electric Safety Code (NESC), and the Company's approved job prints. All trenches provided by the Developer shall be within rights-of-way, or the dedicated easements of the development and within 6 inches of final grade. The Company shall inspect the trench and backfill. In the event of replatting, rezonning change of grade or change of use, the Developer shall bear the full expense of relocation or replacement of all affected telecommunications facilities.
8. In the event the Developer damages Company's facilities at any time prior to connection of such facilities to a customer, Developer shall bear the full expense in repair or replacement of Company's damaged facilities. Such repair or replacement shall be at Company's sole option.
9. The Developer agrees to take necessary safety precautions as required by Federal, State and local authorities to protect pedestrian and vehicular traffic in the development, which include but are not limited to: maintaining adequate warning signs, barricades, lights, guard fences, walks and bridges.
10. The Developer shall restore all improved and unimproved surfaces to their original condition, in accordance with the governmental authority having jurisdiction in the development and guarantee said restorals against settlement or other defects for a period of two (2) years from the date of final acceptance of the work by the Company.

11. Neither party shall be held responsible for any delay, or failure in performance of services hereunder, caused by fires, strikes, embargoes, requirements imposed by government regulation or court order, civil or military authorities, acts of God or public enemy.

12. The Developer assumes full responsibility for and shall indemnify and hold harmless, the Company, its agents and employees from and against any and all claims, losses, actions, damages, expenses and all other liabilities including but not limited to cost and attorney's fees, arising out of or resulting from the performance of the Developer pursuant to this Agreement or failure to perform the work if any such liability is attributable to injury to or death of any person or damage to or destruction of any property, whether belonging to the Company or to another, including the loss of use such property and revenues there from, excepting only injury, death, damage or destruction to the extent it is caused by negligence of the Company.

13. This Agreement shall be construed according to the laws of the State where the work hereunder is performed.

U S WEST Communications, Inc.
1600 Bell Plaza, Room 3204
P.O. Box 21225
Seattle, Washington 98111
206 345-2628

Mark Roellig
Senior Counsel - Washington

275
USWEST
COMMUNICATIONS 

May 3, 1991

Mr. Paul Curl
Acting Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Drive S.W.
P. O. Box 9022
Olympia, WA 98504

Re: Washington Utilities and Transportation Commission
v. U S WEST Communications, Inc.
Cause No. UT-901219

Dear Mr. Curl:

Enclosed for filing please find an original and nineteen
copies of the Stipulated Settlement executed by U S WEST
Communications, Inc. in the above-referenced matter.

Very truly yours,


MARK ROELLIG

Enclosure

cc: E. J. Canfield - w/encl.
All Parties of Record - w/encl.

RECEIVED

MAY - 7 1991

OFFICE OF
ADMINISTRATIVE HEARINGS