NEW APPLICATION

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FENNEMORE CRAIG
A PROFESSIONAL CORPORATION

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August 21, 2002

Arizona Corporation Commission
DOCKETED

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Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

T-01051B-02-0642
T-03788A-02-0642

Re: In the Matter of the Application of Qwest Corporation for Approval of a DC Power Reduction Procedural; Collocation Transfer of Responsibility; Collocation Decommission; and Collocation Cancellation Amendment to the Interconnection Agreement with New Edge Networks.

Dear Madam or Sir:

Please find enclosed the DC Power Reduction Procedural; Collocation Transfer of Responsibility; Collocation Decommission; and Collocation Cancellation Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and New Edge Networks ("New Edge").

The Amendment is made in order to add terms and conditions (and associated rates where applicable) for DC Power Reduction Procedural; Collocation Transfer of Responsibility; Collocation Decommission; and Collocation Cancellation as set forth in Attachments 1 through 4 and Exhibit A, attached hereto and incorporated herein. The Arizona Corporation Commission approved the underlying Agreement between Qwest and New Edge on December 14, 1999 in Docket No. T-01051B-99-0549, Decision No. 62136. Enclosed is a service list for this docket.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

FENNEMORE CRAIG

Darcy Renfro

Enclosures
cc: Stacey Wadde, New Edge Networks
Ernest G. Johnson, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

Service List for Docket No.T-01051B-99-0549

Mr. Timothy Berg
Fennemore Craig
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012

Ms. Stacey Wadde
Vice President Carrier Relations
New Edge Networks
3000 Columbia House Boulevard
Vancouver, WA 98661

Mr. Chris Kempley
Legal Division
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, AZ 85007

Mr. Ernest G. Johnson, Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, AZ 85007

DSCHNEID/1333279/67817.179

Amendment for:
DC Power Reduction Procedure; Collocation Transfer of Responsibility; Collocation Decommission; and Collocation Cancellation
to the
Interconnection Agreement
between
Qwest Corporation
and
New Edge Networks
for the State of Arizona

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and New Edge Network, Inc. dba New Edge Networks ("CLEC"), a Delaware corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

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

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

WHEREAS, the Agreement and this Amendment will be filed concurrently with the Arizona Corporation Commission ("Commission").

AGREEMENT

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

Amendment Terms

The Agreement is hereby amended by adding the terms and conditions (and associated rates where applicable) for DC Power Reduction Procedure, Collocation Transfer of Responsibility, Collocation Decommission and Collocation Cancellation as set forth in Attachments 1 through 4, and Exhibit A, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon Commission approval; 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.

Amendments; Waivers

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

Entire Agreement

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

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.

New Edge Networks	**Qwest Corporation**
R McMillin	
Authorized Signature	Authorized Signature
Robert Y. McMillin	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Senior Director - Interconnecti--	Director – Business Policy
Title	Title
8/8/02	8/14/02
Date	Date

ATTACHMENT 1

DC POWER REDUCTION PROCEDURE

1.0 Description

1.1 Qwest's Power Reduction Procedure offers CLEC the option to reserve a fuse or breaker position on the power board or Battery Distribution Fuse Bay (BDFB) when reducing a multiple feed to zero. CLEC's payment of the Monthly Power Maintenance charge will provide an option to hold the existing power cabling and fuse position for the CLEC's future power augment requests as described in section 2.6 below.

2.0 Terms and Conditions

2.1 If a CLEC wishes to reduce its amount of power and will not require it for future use, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

2.2 Applications for DC Power Reduction may be submitted only for collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow standard change or augment procedures and rates.

2.3 Before submitting a power reduction application, CLEC's financial obligations with respect to the collocation site must be current, with the exception of formally disputed charges. CLEC's financial obligations include payment of one hundred percent (100%) of all non-recurring quoted charges for the collocation site and all applicable monthly recurring charges that are more than 30 days past due.

2.4 Collocation applications for new, change and augment requests must be submitted to the Collocation Project Management Center (CPMC) on the form provided by Qwest at www.qwest.co./wholsale/pcat/collocation.html.apform. The CPMC will notify the CLEC of any deficiencies in the application within ten (10) days of receipt. A nonrefundable Quote Preparation Fee (QPF) in the amount reflected in CLEC's Interconnection Agreement must be submitted with the application.

2.5 A walk through will be performed prior to quote preparation to determine the amount of work required to perform the power reduction.

2.6 When eliminating a secondary feed, CLEC may purchase the option to have the power cable and fuse position held for its future use. CLEC will be required to pay a monthly Power Maintenance Charge until such time as CLEC notifies Qwest that it wishes either to reenergize the feed or to discontinue the option. In instances where a shortage of fuse position is imminent, Qwest reserves the right to notify CLEC of the need to exercise its option or relinquish the fuse position to Qwest. Upon receipt of such notification, CLEC will have the option of energizing the secondary feed to at least 20 amps or returning the fuse position to Qwest within thirty (30) days of receipt of the notification.

2.7 CLEC assumes all responsibility for outages and/or impacts to CLEC-provided service and equipment due to the reduction in DC Power.

2.8 Restoration of the desired power is contingent upon desired power and fuse position availability.

3.0 Rate Structure

3.1 Collocation charges will be based upon the information provided to Qwest by CLEC on the Collocation Application Form. Below is an example of additional charges that are unique to a Power Reduction Request and will be provided to CLEC via a quote:

3.1.2 Based on this evaluation of work provided in the quote, the rates provided in Exhibit A to this Amendment will apply. One QPF per application/per collocation site will be charged. When multiple feeds at the same collocation space are reduced or eliminated, CLEC will pay one QPF. Other nonrecurring and recurring charges may apply as reflected in CLEC's Interconnection Agreement.

3.1.3 Qwest will provide CLEC a quote for additional nonrecurring charges associated with the Power Reduction Procedure based upon the rates provided in Exhibit A. All quoted nonrecurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes Qwest to perform the work to effect the requested power reduction.

3.1.4 Billing to CLEC for initial power value at the collocation site will be modified to reflect the reduced amount upon receipt of payment of the quoted charges and will be made effective back to the date of acceptance of the Power Reduction Application by the CPMC.

3.1.5 Recurring billing for the Power Maintenance Charge will terminate on the day CLEC energizes the feed or returns the fuse position to Qwest.

3.2 Non-recurring Charges

3.2.1 QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the Power Reduction request. It covers the project, order and support management associated with the administrative functions of processing the request.

3.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A of CLEC's Interconnection Agreement. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed), rates will be calculated on an Individual Case Basis (ICB) basis. These rates will be provided to CLEC on the quote prior to work beginning.

3.2.3 Power Restoration Charge (assessed if power is restored): ICB Charge associated with restoring the power cable to the power source and is contingent upon whether the desired power and fuse position is available. Qwest will evaluate work required to perform the Power Restoration request and provide CLEC a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A of CLEC's Interconnection Agreement.

3.3 Recurring Charges

3.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power infrastructure from a secondary feed in place for potential CLEC requests.

4.0 Ordering

4.1 CLEC should submit the "Collocation Application for New, Augment or Change" and indicate specific power feeds to be reduced (e.g., eliminate or reduce multiple feeds from 60 to zero amps or reduce main feed from 60 to 20 amps). Under the "type of request" category CLEC should indicate that this is an Augment.

ATTACHMENT 2

COLLOCATION TRANSFER OF RESPONSIBILITY

1.0 Description

1.1 Transfer of Responsibility refers to the transfer of a Collocation site to an assuming CLEC or from a vacating CLEC subject to the conditions set forth herein. A Transfer of Responsibility Collocation site is identified via the vacating CLEC's 11 character CLLI™ code.

1.2 Transfer of Responsibility is offered for Caged Physical, Cageless Physical, and Virtual Collocation.

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

1.4 There are two types of Transfer of Responsibility:

1.4.1 Transfer of Responsibility without working circuits – there are no active terminations (e.g., Digital Signal Level 0 (DS0), Digital Signal Level 1 (DS1)) for the Collocation site to be transferred.

1.4.2 Transfer of Responsibility with working circuits – active terminations (e.g., DS0, DS1) are associated with the Collocation site to be transferred.

1.5 Transfer of Responsibility with working circuits is offered if only administrative changes are required and the transfer does not involve translations activity that need to be processed in conjunction with the transfer. If the CLEC's transfer plans allow for the completion of the Transfer of Responsibility prior to the translation activity, then the transfer request would be permissible within the product offering.

1.6 A request for Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by the assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quote.

2.0 Terms and Conditions

2.1 A Collocation site is considered eligible for Transfer of Responsibility only after Qwest completes the site build-out and the vacating CLEC has accepted the site.

2.2 Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Transfer of Responsibility request. Assuming CLEC will need to amend any previously-existing Interconnection Agreement prior to submitting a Transfer of Responsibility request if it does not contain the Terms and Conditions and rate elements for the services that will be transferred.

2.2.1 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.

2.3 Both vacating and assuming CLEC's Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the Transfer of Responsibility of a Collocation site and all associated services.

2.4 The Collocation site referenced in the Transfer of Responsibility request will be transferred "as is" and in its entirety. This includes, but is not limited to, entrance facilities (from the Point of Interface (POI) utility hole), Splitters, cables, and working circuits (if applicable). Terms and conditions pertaining to the transfer of equipment between the vacating and assuming CLECs will be the responsibility of the vacating and assuming CLECs.

2.5 The assuming CLEC will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), Customer address, phone number, billing and contact information, and contract number. The 11 character CLEC CLLI™ code will remain the same. The Transfer of Responsibility request may not include translations work for associated working circuits.

2.6 The Transfer of Responsibility request is available if there are no space requests pending by a CLEC or Qwest, or if the vacating and assuming CLEC were affiliate corporate entities prior to the proposed transfer, or the transfer is due to a bankruptcy court order. Collocation Transfer of Responsibility is not available if another CLEC and/or Qwest are in waiting queue for available space within the requested Central Office.

2.7 The negotiation of the transfer terms and conditions between the vacating CLEC and the assuming CLEC is the responsibility of those two Parties. Qwest does not participate in these discussions. Qwest will only manage the database and records transfer.

2.8 Qwest is not responsible for the physical condition of the CLEC's equipment, with the exception of equipment associated with a Virtual Collocation site, as set forth in CLECs' Interconnection Agreement.

2.9 If a CLEC submits a Transfer of Responsibility request for a site that has a related Splitter Collocation associated with it, the Splitter Collocation will be transferred as part of the Transfer of Responsibility.

2.10 Submission of new connect, change, and disconnect orders will be restricted from quote acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote acceptance and the completion of the transfer, it will be handled on an ICB and could affect the Ready for Service (RFS) date.

2.11 Submission of Collocation augment orders will be restricted from the time that the Application for Transfer of Responsibility has been validated until the assuming CLEC has accepted the quote for the Transfer of Responsibility.

2.12 All work in progress related to the Collocation site and/or associated working circuits (if applicable) must either be completed or cancelled by vacating CLEC prior to quote acceptance.

2.13 If vacating CLEC does not lease another physical Collocation site at the specified Central Office at the time of the Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

2.14 CLEC's obligations:

2.14.1 Prior to submitting a Transfer of Responsibility request, vacating CLEC's financial obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges. The vacating CLEC's financial obligations will include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are

more than 30 days past due.

2.14.2 Prior to submitting a Transfer of Responsibility request, the assuming CLEC's financial obligations to Qwest must be in good standing.

2.14.3 Prior to submitting a Transfer of Responsibility (without working circuits) request, vacating CLEC must ensure that no live circuits exist at the Collocation site to be transferred.

2.14.4 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current end-users and service customers that utilize its Transfer of Responsibility Collocation site equipment or facilities of the transfer of service to the assuming CLEC, unless vacating CLEC has a waiver from the FCC.

2.14.5 Vacating and/or assuming CLEC will be responsible for submitting Local Service Request (LSR) orders for Unbundled Loops, Enhanced Extended Loops (EELs), Line Sharing, and Line Splitting. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, Operator Services) with no translation activity, as well as Dark Fiber, Private Line, and Access circuits, will be processed based on the information provided in the Transfer of Responsibility Spreadsheet found in the Product Prerequisite section of the Collocation General PCAT.

2.14.6 Assuming CLEC is responsible for Directory Assistance (DA), Operator Services (OS), Directory Listings (DL), Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any additional SS7 changes will need to be made after the transfer is complete.

2.15 Required documentation:

2.15.1 Transfer of Responsibility Application Form.

2.15.2 Vacating CLEC must send Qwest an e-mail notification (if the transfer includes working circuits), along with the Transfer of Responsibility Application, representing to Qwest that all of its end-users and service customers have been properly notified (refer to section 2.14.4). An exception is if the CLEC has a waiver from the FCC, which would then need to be included with the Transfer of Responsibility request.

2.15.3 Vacating and assuming CLEC must provide Qwest, along with the Transfer of Responsibility Application, a signed Qwest Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (as provided by Qwest) for the transfer of the Collocation site.

2.15.4 If there are working circuits associated with the Collocation site to be transferred, the vacating or assuming CLEC must complete the Transfer of Responsibility Spreadsheet and submit it along with the Transfer of Responsibility Application.

2.15.5 If Collocation site being transferred has a CLEC-to-CLEC (Direct) arrangement, then the CLEC submitting the Transfer of Responsibility must submit a Letter of Authorization (LOA), along with the Transfer of Responsibility Application, signed by both the vacating CLEC and the CLEC partner authorizing the transfer of the CLEC-to-CLEC service to the assuming CLEC. A separate LOA is required, as a condition precedent, for each separate CLEC-to-CLEC relationship with respect to the facility that

is the subject matter of the Transfer of Responsibility Application.

2.15.6 Once Collocation site transfer is complete the vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

3.0 Rate Elements

3.1 Vacating CLEC will not incur charges for the transfer of the Collocation site.

3.2 Assuming CLEC's quote will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quote is accepted, and Network Systems Administrative Fee.

3.3 Nonrecurring charge for processing Interconnection circuits.

4.0 Ordering

4.1 The Transfer of Responsibility process requires submission of the Transfer of Responsibility Application Form containing information for both the vacating and the assuming CLEC.

4.2 The Transfer of Responsibility Application Form can be found on Qwest's web site at: http://www.qwest.com/wholesale/pcat/collocation.html.

4.3 The Transfer of Responsibility request should be submitted to colo@qwest.com and rfsmet@qwest.com simultaneously.

5.0 Billing

5.1 Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until Qwest completes the Transfer of Responsibility request. When the RFS date is met, Qwest will begin to bill the assuming CLEC for all recurring billing, charges based on the CLEC's Interconnection Agreement, and cease the recurring billing for the vacating CLEC.

5.2 Assuming CLEC will be responsible for the monthly charges for the working circuits and charges for the transfer of the working circuits (if applicable).

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ATTACHMENT 3
COLLOCATION DECOMMISSION

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.

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 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.

2.3 If CLEC does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification 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 ninety calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

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 Request, financial obligations with respect to the 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 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. 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 User Customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all End User Customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request 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 The CLEC submitting the Decommissioning Request 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 Request; the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursements on the re-usable elements (cable terminations including: DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days 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.

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.

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 "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The 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 and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

ATTACHMENT 4
COLLOCATION CANCELLATION

1.0 Description

1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has NOT received notification of completion from Qwest. A Cancellation will only occur upon request by the canceling CLEC.

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

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

1.4 A request for Cancellation is irrevocable once Qwest has accepted the application.

2.0 Terms and Conditions

2.1 The canceling CLEC may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a valid Cancellation Application.

2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate adjustments. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.

2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.

2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.

2.6 In the event that CLEC has requested Direct CLEC-to-CLEC with the BAN of the collocation site to be cancelled, such Direct CLEC-to-CLEC will be cancelled automatically pursuant to the submitted Cancellation Application.

3.0 Rate Elements

3.1 Pursuant to the standard terms of the Facility Cancellation Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

4.0 Ordering

4.1 Cancellation requires submission of a "Cancellation, Decommission, and Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web site at: http://www.qwest.com/wholesale/pact/collocation.html.

4.1.2 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application.

EXHIBIT A

DC POWER REDUCTION PROCEDURE

Power Feed Type	Initial Voltage Value	Work Performed	Applicable Charges
Reduce Primary or secondary feed value	Initial amount less than 60 amps Note: Must maintain 20 amp minimum primary feed.	Changing fuse value at BDFB- No cabling work required.	QPF-$441.00 (approximate) Power reduction charge $346.00 (in Interconnection Agreement) Total Charge: $787.00
	Initial feed at power board and with reduction cable stays at power board.	Changing breaker at Power plant	QPF-$441.00 (approximate) Power reduction charge $587.00 (in Interconnection Agreement) Total Charge: $1028.00
	Reduction of power requires a change in location from power board to BDFB.	Requires power cabling changes and detailed engineering work performed.	Walk through will detail work and elements needed to perform reduction. Quote will be provided on an ICB utilizing standard power element charges (DC power usage, cabling etc.) as defined in CLEC's Interconnection Agreement.
Secondary Feed	May be reduced to zero and held in place for future augment requests.	Power restored to Qwest inventory. Fuse position and cabling held for future use.	$68.92 is added to above nonrecurring power reduction based on initial value of secondary feed. QPF-$441.00 Monthly recurring charges of $37.00 to hold fuse position.

Category	Description	Rates/Charges
Power Restoration	Qwest will evaluate work required to perform Power Restoration of the power cable to the power source contingent on whether the desired power and fuse position is available.	ICB Charge with standard power element charges (e.g., DC power usage, labor, and cabling charges) as defined in Exhibit A of CLEC's Interconnection Agreement.

EXHIBIT A

COLLOCATION TRANSFER OF RESPONSIBILITY

Arizona				Recurring	Nonrecurring	Notes
7.0	**Interconnection Facility Options**					
	7.x.x	Collocation Transfer of Responsibility of Wireline & Wireless Interconnection Service Trunks				
		Per Trunk Group			$ 32.11	
		Per Facility Circuit			$ 32.11	
8.0	**Collocation**					
	8.1	**All Collocation**				
		8.1.17	Transfer of Responsibility			
			Assessment Fee		$1,058.00	*
			Network Systems Administration Fee		$1,663.00	*
9.0	**Unbundled Network Elements**					
	9.x.x	Collocation Transfer of Responsibility of Unbundled Loop, per circuit			$ 32.11	
	9.x.x	Collocation Transfer of Responsibility of Sub Loop and Shared Distribution Loop, per circuit			$ 32.11	
	9.x.x	Collocation Transfer of Responsibility of Line Sharing, Line Splitting, and Line Partitioning per circuit			$ 32.11	
	9.x.x	Collocation Transfer of Responsibility of Unbundled Dedicated Interoffice Transport, per circuit			$ 32.11	
	9.x.x	Collocation Transfer of Responsibility of Unbundled Dark Fiber, per pair			$ 32.11	
	9.x.x	Collocation Transfer of Responsibility of Enhanced Extended Loop/Loop MUX Combination, per circuit			$ 32.11	
	9.x.x	Collocation Transfer of Responsibility of Loop Splitting, per circuit			$ 32.11	
* These rates are loaded for the Qwest region.						

EXHIBIT A

COLLOCATION DECOMMISSION

Arizona	Recurring	Nonrecurring	Notes
*** Per 1/2 hour or fraction thereof**			
* Additional Labor Other – Basic		$27.75	1
* Additional Labor Other – Overtime		$37.06	1
* Additional Labor Other – Premium		$46.39	1
Additional Dispatch		$84.60	1

[1] Rates addressed in Arizona Cost Docket 6/27/01. (TELRIC)