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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
THE PAGING TYPE I AND TYPE II
AGREEMENT FOR THE STATE OF
IDAHO PURSUANT TO 47 U.S.C. §252(i)**

CASE NO.: QWE-T-05-16

**APPLICATION FOR APPROVAL OF
PAGING TYPE I AND TYPE II
AGREEMENT**

Qwest Corporation (“Qwest”) hereby files this Application for Approval of a Paging Type I and Type II Agreement (“Agreement”). The Agreement with Teton Communications (“Teton”) is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(i) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(i) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

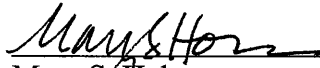
Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable Teton to

interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 3rd day of August, 2005.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of August, 2005, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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**TYPE 1 and TYPE 2 PAGING CONNECTION
SERVICE AGREEMENT**

between

Qwest Corporation

and

Teton Communications, Inc.

State of Idaho

**Agreement Number
CDS-050615-0001**

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Exhibit A – Rate Sheets

TYPE 1 and Type 2 PAGING CONNECTION AGREEMENT

This Type 1 and Type 2 Paging Connection Service Agreement, is between Teton Communications, Inc., an Idaho corporation "Paging Provider" and Qwest Corporation ("Qwest"), a Colorado corporation.

Paging Provider is licensed to provide paging services by the Federal Communications Commission ("FCC"). Qwest and Paging Provider both are engaged in providing telecommunications and other services and have agreed to connect their facilities for the purpose of delivering land to pager traffic.

WHEREAS, Paging Provider is a Commercial Mobile Radio Service provider under the Communications Act of 1934, as amended (the "Act") licensed by the Federal Communications Commission ("FCC");

WHEREAS, Qwest is an incumbent local exchange carrier ("ILEC");

NOW THEREFORE each Party, intending to be legally bound, hereby covenants and agrees as follows:

1. RESERVATION OF RIGHTS; CHANGES IN THE LAW

1.1 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Paging Provider that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Paging Provider from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Paging Provider, amended as set forth in this section, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date

of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within (thirty) 30 Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

1.1.1 In addition to, but not in limitation of, Section 1.1. above, nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Agreement shall preclude or estop Qwest or Paging Provider from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

2. SCOPE OF AGREEMENT

2.1 This Agreement covers Type 1 and Type 2 Paging Connection Service which consists only of those one-way, intraLATA/intrastate, land-to-pager trunks, which deliver calls from Qwest's End Users to Paging Provider's POC. Upon Commission approval of this Agreement, Qwest shall provide these trunks to itself within the local calling area, without charge to the Paging Provider except as defined in Sections 4.3 and 4.4. These trunks shall receive all incoming paging calls at Qwest's Local Tandem, LATA Tandem, or Wire Center/End Office serving the geographic area in which Paging Provider's POC is located and shall deliver paging traffic to Paging Provider's POC(s). This Agreement includes all accompanying appendices and attachments.

2.1.1 Facilities for Delivery of Third Party Traffic

2.1.1.1 Qwest will deliver calls it receives for Paging Provider from a third party carrier to Paging Provider's POC over the same facilities and trunks used to deliver Qwest's End User originated paging traffic.

2.1.2 Facilities for Delivery of Enhanced Services Traffic

This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement,

Enhanced Services traffic, such as voice-mail, is not Compensable Traffic. Additionally, traffic originated by one Party, and delivered to the other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) Qwest shall not be obligated to deliver such traffic to Paging Provider under this Agreement.

- 2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limit, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- 2.3 Because Type 1 and Type 2 Paging Connection Service is provided by Qwest to Qwest, all orders for Type 1 and Type 2 Paging Connection Service are placed by Qwest at its sole discretion. Paging Provider is not authorized and shall not attempt to place orders to any telecommunications carrier for or on behalf of Qwest. Paging Provider agrees to pay Qwest for all telecommunications services it orders or requests on its own behalf from Qwest pursuant to applicable federal and state tariffs or separate written agreements.
- 2.4 Qwest will not permit its own End Users to use Type 1 Paging Connection Service to deliver traffic to Paging Provider's Enhanced Services operations, if any, where such Enhanced Services operations constitute Paging Provider's primary business. Paging Provider shall not assign numbers associated with Type 1 or Type 2 Paging Connection Service to its Enhanced Services operation that constitute a primary business.
- 2.5 This Agreement does not cover delivery of traffic from Paging Provider's network to Qwest's network. Should Paging Provider desire to deliver traffic to Qwest, the Parties shall negotiate in good faith a separate agreement for two way traffic exchange. However, such an agreement shall not supersede, amend or terminate this Agreement without the Parties' express written instruction.
- 2.6. Delivery of Paging Traffic
 - 2.6.1. Qwest's Type 1 and Type 2 Paging Connection Service delivers paging traffic to the Paging Provider's POC(s) as identified in Appendix B.
 - 2.6.2. Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest alone shall determine all aspects and elements of the Type 1 and Type 2 Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. Qwest shall base this determination on the minimum requirements specified by the Act,

the FCC rules, as well technical and economic efficiency considerations, e.g., network requirements. Qwest shall monitor its usage on Type 1 and Type 2 Paging Connection Service and will reconfigure trunk groups as it deems necessary. Qwest reserves the right to review, revise or modify its Type 1 and Type 2 Paging Connection Service at any time for any lawful business reason. All circuits and equipment provided by Qwest will always be wholly owned and operated by Qwest. Qwest agrees to establish and maintain facilities based on appropriate industry standards.

2.6.3. Notwithstanding the other provisions of this Agreement, Qwest agrees that it will not modify or revise existing facilities used to provide its Paging Connection Service for a period of ninety (90) days from the Effective Date of this Agreement.

2.6.4. Paging Provider's and Qwest's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Telcordia Technical Reference GR-145-CORE entitled "Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network".

2.6.4.1. Paging Provider will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number that is not assigned.

2.6.4.2. When Qwest is not able to complete calls because of malfunction, Qwest will provide proper voice announcement or distinctive signals to the calling party advising that the call cannot be completed.

2.6.4.3. Paging Provider and Qwest will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

2.6.4.4 Paging Provider shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by Qwest.

2.6.5 Type 1 and Type 2 Paging Connection Service shall be provided upon Commission approval of this Agreement.

2.6.6 Type 1 Paging Connection Service

2.6.6.1 Subject to Section 2.6.6.1.1, Paging Provider may designate new or additional POCs anywhere within the LATA.

2.6.6.1.1 Billing Demarcation Point:

2.6.6.1.1.1 The Billing Demarcation Point between Qwest's and Paging Provider's networks

shall be located within the LATA at either (i) 37.5 airline miles (60 miles in Washington) from the Qwest Serving Wire Center of the Paging Provider's Point of Connection where the facility is connected when such Serving Wire Center is located within the LATA and more than 37.5 airline miles from the Qwest End Office that houses the DID numbers, or (ii) at the Qwest Serving Wire Center of Paging Provider's Point of Connection when such Serving Wire Center is located within the LATA and less than 37.5 airline miles from the Qwest End Office that houses the DID numbers. Paging Provider is only responsible for recurring charges for Third Party Traffic between the Billing Demarcation Point and Paging Provider's Point of Connection. Such charges will be assessed pursuant to Appendix A, Section I.

2.6.6.1.1.2 When the Billing Demarcation Point is established at the 37.5 mile mark as described in 2.6.6.1.1.1(i) above, the Paging Provider shall pay only the recurring mileage based rates for the portion of the facility from the Billing Demarcation Point to the Qwest End Office that houses the DID numbers. Paging Provider shall not pay any portion of port charges, or other costs associated with such facilities. Such mileage charges will be assessed pursuant to Appendix A, Section I.

2.6.6.1.1.3 If Paging Provider has any full NXX codes deployed using a Type 1 connection, Paging Provider will take reasonable steps to convert these to a Type 2 connection within a reasonable period of time after the Approval Date hereof.

2.6.6.2 Paging Provider may utilize DID numbers located in a Qwest Wire Center/End Office within the EAS/Local Calling Area of the Paging Provider's POC. In cases where facilities extend beyond the EAS/Local Calling Area, Paging Provider must pay Qwest for Dedicated Transport pursuant to the applicable Qwest tariff from the Qwest Wire Center/End Office where the DID numbers reside to the Qwest Wire Center/End Office serving the Paging Provider's POC. Such service is not included in the Type 1 Paging Connection Service which Qwest provides itself and is beyond the scope of this Agreement.

2.6.7 Type 2 Paging Connection Service

2.6.7.1 Within a LATA, Paging Provider may designate

multiple POCs at which it wishes to receive paging traffic from Qwest. Each such POC shall receive traffic from the Qwest Local Tandem, LATA Tandem, or Wire Center/End Offices serving the geographic area in which the POC is located. Type 2 Paging Connection Service shall never extend beyond the boundaries of the geographic area of Qwest's Wire Center/End Office/Tandem serving Paging Provider's POC. Qwest shall not be responsible for providing, maintaining or paying for facilities used to connect Paging Provider POC(s) to Paging Provider's equipment or network.

2.6.8. This Agreement is only for the delivery of land-to-pager traffic from Qwest to Paging Provider's POC and is not an undertaking by either Party to provide the services of the other.

2.6.9. Any proposed post-installation changes of systems, operations or services which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur.

2.6.9.1 Non recurring charges incurred due to Paging Provider's relocation or equipment change will be paid in advance by Paging Provider to Qwest.

2.6.10. If the authorized service areas of Qwest or Paging Provider change, the Parties agree to negotiate any necessary modifications to this Agreement in good faith.

3. DEFINITIONS

3.1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Courts, FCC or competent regulatory bodies.

3.2. "Billing Demarcation Point" ("BDP") shall be the specified point on an interconnection facility where financial responsibility for the facility shifts from one party to this Agreement to the other party to this Agreement as contemplated by Section 2.6.4. There need be no physical demarcation of the Billing Demarcation Point.

3.3. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Telcordia Technical Pub. 77342.

3.4. "Central Office Switch" means a switch used to provide telecommunications services, and includes End Office Switches and Tandem Office Switches.

3.4.1. "End Office Switches" which are used to terminate customer station loops for the purpose of interconnecting to each other and to

trunks; and

3.4.2. "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems ("Access Tandems") exchange access traffic, Toll Tandems ("Toll Tandems") exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic.

3.5. "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of [Paging-Provider]'s transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.

3.6. "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is: (a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or (b) the functional equivalent of such a mobile service described in (a) above.

3.7. "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.

3.8. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7.

3.9. "Compensable Traffic" means the portion of all traffic delivered by Qwest to Paging Provider upon which terminating compensation is to be paid, if any, as set forth in Appendix A.

3.10. "Dial Tone Office" means the Qwest Central Office in which the DID numbers assigned to the Paging Provider are housed, which may be different than the Serving Wire Center.

3.11. "Digital Signal Level" means one of several transmission rates in the time division traffic aggregation hierarchy.

3.11.1. "Digital Signal Level 0" or "DS0" is the 64 KBPS worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

3.11.2. "Digital Signal Level 1" or "DS1" means the 1.544 MBPS first-level signal in the time-division traffic aggregation hierarchy. In the time-division traffic aggregation hierarchy of the telephone network, DS1 is the initial level of traffic aggregation.

3.11.3. "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division traffic aggregation hierarchy. In the time-

division traffic aggregation hierarchy of the telephone network, DS3 is defined as the third-level of traffic aggregation.

3.12. "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

3.13. "Enhanced Services" are services offered over common Paging Provider transmission facilities used in communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information. Enhanced Services includes, but is not limited to, internet traffic and voicemail.

3.14. "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.

3.15. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

3.16. "InterLATA" is telecommunications between a point located in a LATA and a point located outside such LATA.

3.17. "IntraLATA" is telecommunications between two points located within a single LATA.

3.18. "IntraLATA Toll" is defined in accordance with Qwest's IntraLATA toll serving areas, as determined by the state Commission.

3.19. "LATA Tandem" will have the same meaning as "Toll Tandem" in the context of this Agreement.

3.20. "Local Access and Transport Area (LATA)" means a contiguous geographic area: (a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC

3.21. "Local Calling Area" or "LCA" is a geographic area defined either by the MTA or the Qwest Extended Area Service (EAS) boundaries.

3.21.1. "MTA/Local" means the geographic area defined by the MTA within which Paging Provider provides CMRS services. Traffic excluded from MTA/Local includes roaming traffic, as defined in the FCC First Report and Order 96-325 47CFR 51701 (b) (2), and Switched Access traffic.

3.21.2. "Extended Area Service (EAS)/Local Traffic" means the geographic area defined by the EAS boundaries as determined by the

Commission and defined in Qwest's Local and/or General Exchange Service Tariff within which LEC customers may complete a landline call without incurring toll charges. Traffic rated and routed within the same EAS boundary is considered to be EAS/Local for purposes of this Agreement.

3.22. "Local Tandem" is a Qwest switching system that switches calls to and from end offices within the state Commission defined wireline Local Calling Area for call completion.

3.23. "MTA" or Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

3.24 "Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities Paging Provider requests Qwest to perform, activities Paging Provider authorizes, or charges that are a result of Paging Providers actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed the applicable tariff, catalog, or price list.

3.25. "Network Access Channel" or "NAC" means the dedicated facility between the Paging Provider's POC and the Qwest Serving Wire Center. Channel is a DS0 level connection and Channel Facility is either a DS1 or DS3 level connection. NAC is also commonly referred to as an Entrance Facility.

3.26. "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. For traffic delivered to Paging Provider, Non-Local includes all traffic carried by an IXC, traffic destined for Paging Provider's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.

3.27. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

3.28. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code

3.29. "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.

3.30. "Party" means either Qwest or Paging Provider and "Parties" means Qwest and Paging Provider.

3.31. "Point of Connection" or "POC" is the connection point(s) between Paging Provider and Qwest; the technical interface(s), test point(s) and point(s) for

