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IDaho Public Utilities Commission



Via Overnight delivery

April 13, 2006

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

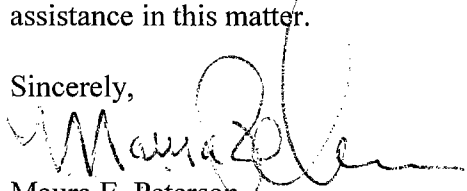
Re: Case No. QWE-7-06-07
Application for Approval of Paging Connection Agreement
Mountainland Communications, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of a Type 1 and Type 2 Paging Connection Service Agreement. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,


Maura E. Peterson

mep
Enclosure
cc: Service list

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PUBLIC UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
THE INTERCONNECTION
AGREEMENT FOR THE STATE OF
IDAHO PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-06-07

**APPLICATION FOR APPROVAL OF
TYPE 1 AND TYPE 2 PAGING
CONNECTION SERVICE AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Type 1 and Type 2 Paging Connection Service Agreement ("Agreement"). The Agreement with Mountainland Communications, Inc. ("Mountainland") 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(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) 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

Mountainland 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. Expedient approval would further the public interest.

Respectfully submitted this 13th day of April, 2006.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of April, 2006, I served the foregoing **APPLICATION FOR APPROVAL OF TYPE 1 AND TYPE 2 PAGING CONNECTION SERVICE AGREEMENT** upon all parties of record in this matter as follows:

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Idaho Public Utilities Commission
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P.O. Box 83720
Boise, Idaho 83720-0074
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Maura Peterson
Paralegal, Qwest

FILED
APR 11 2006
MOUNTAINLAND COMMUNICATIONS COMMISSION

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

between

Qwest Corporation

And

Mountainland Communications, Inc.

For the State of Idaho

**Agreement Number
CDS-060313-0018**

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TYPE 1 and TYPE 2 PAGING CONNECTION SERVICE AGREEMENT

This Type 1 and Type 2 Paging Connection Service Agreement is between and Qwest Corporation ("Qwest"), a Idaho corporation, and Mountainland Communications, Inc., ("Paging Provider"), incorporated in the State of Idaho.

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

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. Paging Provider may designate new or additional POCs anywhere within the LATA in Qwest territory.

2.6.6.2. Intentionally Left Blank

2.6.6.3. 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.

2.6.7 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. Reserved For Future Use.

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 Qwest 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 in 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. The 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 operational division of responsibility. Paging Provider must have at least one physical POC in each LATA, and within Qwest serving territory, where Paging Provider provides CMRS service. Additional POC's may be established as described in Section 5 of this Agreement.

3.32. "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used, in conjunction with the V & H coordinate of other rate centers, by Qwest to calculate distance-sensitive rates for End User traffic.

3.33. "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service will, absent special arrangements, be provided to Qwest End Users.

3.34 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

3.35. "Switched Access Traffic or InterLATA Toll Traffic" as specifically defined in Qwest's state and interstate switched access tariffs, enters the Qwest network at the IXC point of presence, and is delivered to the Paging Provider's paging terminal.

3.36. "Tariff" as used throughout this Agreement refers to Qwest interstate tariffs and state tariffs, price lists, price schedules and catalog, as listed on the website <http://tariffs.uswest.com/>, and service agreements, as further identified in Appendix A.

3.37. "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

3.38. "Third Party Traffic" means both Transit Traffic and Non-Local Traffic.

3.39 "Traffic Type" is the characterization of traffic as "local" (local includes EAS), "toll" traffic outside of the incumbent local exchange carrier's Local Calling Area established by the applicable tariffs, or Transit Traffic as defined below.

3.40. "Transit Traffic" is traffic that originates with a telecommunications carrier other than Qwest that transits Qwest's network and is delivered to the Paging Provider's POC. The sending and receiving parties are not End Users of Qwest, the transiting tandem telecommunications carrier.

3.41. "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function.

3.42. "V and H Coordinate" means vertical and horizontal geographical cross

points on a map used to determine distance.

3.43. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given Paging Provider's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more central offices, used for the provision of Basic Exchange Telecommunications Services and access services, are located. A Serving Wire Center typically serves a specific geographic area.

3.44. "Wireless Service Request" or "WSR" means the standard forms and supporting documentation used for requesting Wireless Services. The WSR will be used to request trunking and facilities between Paging Provider and Qwest for Wireless Interconnection Service.

3.45. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

4. PAGING TRAFFIC

4.1. Scope

4.1.1. Traffic exchange covered by this Agreement is for one-way paging service only. Other services are covered by separate contract, tariff or price lists.

4.1.2. Type 1 Paging Service is a one-way final route trunk group between Qwest's Serving Wire Center, or in some circumstances the Dial Tone Office, and Paging Providers' POC(s).

4.1.2.1. Qwest provides the following: the transmission medium; signaling and supervision. Maintenance and restoral are provided as detailed in the applicable sections of the state tariffs. Restoral is subject to the terms of the Telecommunications Service Priority System (TSP) for National Security and Emergency Preparedness Telecommunication (FCC #1, Section 10.8.1D).

4.1.3. Type 2 Service is a one-way intraLATA/intrastate final route Trunk Group between Qwest's Local and LATA/Toll Tandems (Type 2A) and End Office Switches (Type 2B) and a Paging Provider's Point of Connection (POC). Each Type 2 Paging Service arrangement requires connection to both the Qwest Local and LATA/Toll Tandems which serve the Rate Center assigned to the Paging Provider's NNX. Additionally, when traffic volumes to an end office reach 512 centum call seconds (ccs), a Type 2B high use trunk group will be required to that end office. When a Local Tandem is not available to provide Type 2A Local trunks, a Type 2B Full Group connection to each End Office within the EAS/Local Calling Area is required Qwest and Paging Provider shall utilize out of band signaling where technically feasible for both Parties. Type 2A and 2B Services are defined in the following paragraphs.

4.1.3.1. Type 2A Paging Service is a one-way intraLATA final route trunk group between Qwest's Local and LATA/Toll Tandem switches and Paging Providers' POC(s).

4.1.3.1.1. The Type 2A Local Service connects a Qwest Local Tandem to a Paging Provider's POC and delivers traffic from NXXs served by the end offices subtending the Local Tandem to the Paging Provider.

4.1.3.1.2. The Type 2A LATA/Toll Tandem Service connects Qwest LATA/Toll Tandem to a Paging Provider's POC, and delivers traffic from the subtending End Offices to the Toll Tandem.

4.1.3.2. Wireless Type 2B High Use Service

The Type 2B High Use Service is a direct, one-way trunk group connection between Paging Provider's POC and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest designated local tandem. Type 2B High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit.

4.1.3.2.1. Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest will require a Type 2B dedicated (i.e., direct) one-way Primary High Use trunk group from the Paging Provider POC directly to the Qwest end office. Type 2B High Use Service is based on forecasted or actual traffic at Paging Provider's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between Paging Provider's POC and a Qwest end office. During peak busy hours, an associated Type 2A local trunk group accepts overflow traffic from the 2B High Use group.

4.1.3.3. Wireless Type 2B Full Group Service
The Type 2B Full Group Service is a direct, one-way trunk group connection between Paging Provider's POC and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office and not the entire EAS/Local Calling Area. There is no overflow capability to an alternative trunk group on a Type 2B direct final full trunk group configuration. Only telephone numbers associated with the Qwest End Office and the Paging Provider's POC are accessible from this trunk group.

4.1.3.3.1. A Type 2B Full Group connection is required to each End Office in the EAS/Local Calling Area when a Qwest Local Tandem is not available.

These connections are in addition to the connection to the Qwest Toll/LATA Tandem which serves the Rate Center assigned to the Paging Provider's NNX.

4.2. Types of Traffic

4.2.1. The traffic types Qwest will deliver to Paging Provider under this Agreement include:

- 4.2.1.1. EAS/Local as defined in this Agreement.
- 4.2.1.2. IntraLATA Toll as defined in this Agreement.
- 4.2.1.3. Transit Traffic as defined in this Agreement
- 4.2.1.4. Non-Local traffic as defined in this Agreement.

4.3. Rate Structure - Type 1

Type 1 land to pager traffic will be exchanged on a Bill and Keep basis between the Parties. This means that the facilities provided by Qwest to Paging Provider for traffic originating on or transiting Qwest's network from another carrier, will be provided at no charge to Paging Provider and Paging Provider will not bill Qwest usage charges for terminating Qwest originated traffic.

4.3.1. Connection from Serving Wire Center

4.3.1.2 Applicable rate elements for digital service include channel and channel facility, connectivity and dial outpulsing. Applicable rate elements for analog service include channel, connectivity and dial outpulsing. See Billing Parameters for further definitions. The digital option is available only where Qwest facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

4.3.2. Connection to Distant Dial Tone Office

4.3.2.1. Dedicated Transport

Applicable rate elements include dedicated transport and channel performance. When the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from Qwest's Foreign Central Office to Qwest's Serving Wire Center. The digital option is available only where Qwest facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

4.3.2.2. Traffic Aggregation

Traffic aggregation options are available.

