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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

JOINT APPLICATION OF QWEST  
CORPORATION AND WAVESENT LLC FOR  
APPROVAL OF THE PAGING CONNECTION  
AGREEMENT FOR THE STATE OF IDAHO  
PURSUANT TO 47 U.S.C. §252(I)

**CASE NO.: QWE-T-03-7**

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO THE PAGING  
AGREEMENT**

Qwest Corporation (“Qwest”) and Wavesent LLC (“Wavesent”) hereby jointly file this Application for Approval of Amendment to the Paging Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on February 25, 2003 (the “Agreement”). A copy of the Amendment is submitted herewith.

This Amendment 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 amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

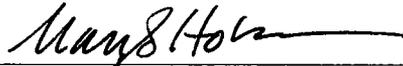
Wavesent and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Amendment

expeditiously. This Amendment 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 Amendment will enable Wavesent to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Wavesent and Qwest further request that the Commission approve this Amendment without a hearing. Because this Amendment 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 14<sup>th</sup> day of July, 2003.

**Qwest Corporation**



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Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Joseph B. McNeal  
WaveSent LLC

**CERTIFICATE OF SERVICE**

I hereby certify that on this 14<sup>th</sup> day of July, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE PAGING AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
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Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

**Amendment To Paging Connection Agreement  
Between  
WaveSent LLC  
And  
Qwest Corporation, f/k/a U S WEST Communications, Inc.  
For The State of Idaho**

This Amendment is entered into by and between WaveSent LLC ("WaveSent") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest").

**RECITALS**

WaveSent and Qwest entered into a Paging Connection Agreement for service in the State of Idaho that was executed on January 2, 2003 ("Agreement"); and

WaveSent and Qwest hereby amend the Underlying Agreement under the terms and conditions contained herein.

**AGREEMENT**

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

**Amendment Terms**

The Underlying Agreement is hereby amended to include the addition of Single Point of Presence (SPOP), as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties hereby agree to implement the provisions of this Amendment upon execution. To accommodate this need, WaveSent must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. WaveSent 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 and which together shall constitute one and the same instrument.

**WaveSent LLC**

  
\_\_\_\_\_  
Authorized Signature  
Joseph B. Mekeal  
\_\_\_\_\_  
Printed Name  
Manager  
\_\_\_\_\_  
Title  
6/24/03  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature  
L.T. Christensen  
\_\_\_\_\_  
Printed Name  
Director – Business Policy  
\_\_\_\_\_  
Title  
6/27/03  
\_\_\_\_\_  
Date

## ATTACHMENT 1 TO AMENDMENT

### Single Point of Presence (SPOP) in the LATA

#### 1.0 Definitions

- 1.1 Entrance Facility (EF)/Channel Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility at rates provided in the underlying agreement. An entrance facility extends from the Qwest Serving Wire Center to Paging Provider's terminal or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. Entrance Facilities may not be used for interconnection with unbundled network elements.
- 1.2 Direct Trunked Transport (DTT)/Dedicated Transport is available between the Serving Wire Center of the POI and Qwest's tandems or end office switches. When DTT is provided to a local or access tandem for Exchange Service EAS/Local Traffic, or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Dedicated transport will be provided at rates and on conditions provided in the Underlying Agreement, subject to the provisions of Section 2.3 below.

#### 2.0 Terms and Conditions

- 2.1 SPOP is only provided in conjunction with Type 2 connection service.
- 2.2 By utilizing SPOP in the LATA, Paging Provider can receive Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic from Qwest's Access Tandem Switches. The SPOP is defined as the Paging Provider's physical point of presence.
- 2.3 SPOP in the LATA includes an Entrance Facility (EF) and DTT/Dedicated Transport options at both a DS1 and DS3 capacity, but not below a DS1 capacity. Entrance Facilities, DTT /Dedicated Transport used to deliver Qwest originated Intra-LATA traffic are provided to Paging Providers at no charge, except for the portion of the facility used to carry Third Party Traffic. Therefore, Qwest shall determine all aspects and elements of the Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, and distance, pursuant to the Delivery of Paging Traffic provisions of the Underlying Agreement.
- 2.4 Where there is a Qwest local tandem serving a rate center to which Paging Provider has assigned a full NXX code, local one way trunking must be requested from that Qwest local tandem by Paging Provider. These trunks will carry Exchange Service EAS/Local traffic only. A separate trunk group from the Qwest access tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

- 2.5 Where there is no Qwest local tandem serving a Qwest end office, Qwest will provision service by means of a one-way Type 2 trunk group from the Qwest access tandem for Paging Provider traffic from or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 2.6 If there is more than one Qwest access tandem within the LATA boundary, Paging Provider may request SPOP and Qwest will route its traffic over Type 2 trunking from each Qwest access tandem to the Paging Provider's terminal or POI in a way that avoids call blocking unless Paging Provider signs a Single Point of Presence Waiver as found in Exhibit A of this amendment. Paging Provider will request trunking from each local tandem serving the rate center it has designated for its NXX codes as listed in the LERG. When there is a DS1 of traffic (512 CCS/Centum Call Second) between a Qwest end office and a Qwest tandem, Qwest may establish a direct trunk group, except for the portion of the facilities used to carry Third Party Traffic, between the Qwest end office and Paging Provider's POI.
- 2.7 Where (Paging Provider) requests trunking for SPOP in the LATA that exceeds fifty (50) miles, Qwest reserves the right to request negotiation of a mid-build meet point.
- 2.8 SPOP in the LATA cannot be used in conjunction with existing Paging Provider Type 2 trunking that connects to Qwest's end office switches with tandem functionality. Where such trunking exists and Paging Provider requests SPOP, the Parties will deactivate the original trunks.
- 2.9 The Type 2 SPOP facility cannot be used to access unbundled network elements.
- 2.10 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in the LATA.

### **3.0 Ordering**

- 3.1 SPOP in the LATA may be requested based on the standard process for paging. See Qwest Product Catalog for Type 2 service.

## EXHIBIT A TO AMENDMENT

### SINGLE POINT OF PRESENCE WAIVER FOR PAGING PROVIDERS

This Qwest SPOP Waiver only applies to Paging Providers that provide one-way, land-to-mobile service.

Qwest will waive the requirement for Paging Provider to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

Paging Provider certifies that it will not establish any NXX codes in a rate center subtending the Qwest Access Tandems for which Paging Provider seeks a waiver.

Paging Provider will notify Qwest of the Qwest access tandems subject to this waiver at the time of requesting trunks required to implement SPOP in the LATA. Paging Provider will provide thirty (30) days written notice to Qwest requesting any changes in the network configuration of the aforementioned access tandems.

If Paging Provider does not request Qwest to provide trunking to a Qwest Access Tandem in a LATA, calls originated from an end office subtending that tandem will not be delivered to Paging Provider on a local basis, but calls will be delivered to Paging Provider on a 1+ (toll) basis.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the Underlying Agreement currently in effect between the Parties will be reinstated.