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IDAHO PUBLIC
UTILITIES COMMISSION

Jim Jones
Robert Ryder dba Radio Paging Service
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST CORPORATION AND ROBERT RYDER dba RADIO PAGING SERVICE FOR APPROVAL OF A WIRELINE INTERCONNECTION AGREEMENT PURSUANT TO 47 U.S.C. §252(E)

CASE NO.: QWE-T-03-27
APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT

Qwest Corporation (“Qwest”) and Robert Ryder dba Radio Paging Service (“Radio”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on January 5, 2004 (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.

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

Radio 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 19th day of July, 2004.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Jim Jones
Robert Ryder dba Radio Paging Service

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of July, 2004, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

Hand Delivery
 U. S. Mail
 Overnight Delivery
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Hand Delivery
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 Overnight Delivery
 Facsimile
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Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

**Amendment to the Connection Agreement
Between
Robert Ryder dba Radio Paging Service
and
Qwest Corporation
In the State of Idaho**

This Amendment ("Amendment") is made and entered into by and between Robert Ryder dba Radio Paging Service ("Radio Paging" or "Paging Provider") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, Radio Paging and Qwest entered into a Connection Agreement for service in the state of Idaho that was effective January 2, 2004 ("Agreement"); and

WHEREAS, Radio Paging and Qwest desire to amend the Agreement by adding 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:

1. Amendment Terms.

This Amendment is made in order to modify the terms and conditions described below:

Appendix A – Rates and Charges, is modified to read as follows:

1. FACILITY CHARGES

A. Radio Paging shall be obligated to pay for the portion of the facilities used to deliver Third Party Traffic as set forth below. The payment shall be calculated by multiplying the specified rate by the Third Party Traffic percentage. Twenty-four percent (24%) of all traffic delivered by Qwest to Radio Paging under this Agreement shall be deemed Third Party Traffic.

(i) Type 1: Between the Serving Wire Center serving Paging Provider's POC and the BDP, subject to Section 2.6.6.1.1.1, Paging Provider shall be obligated to pay at the rates described in Schedule 1 for the portion of the facilities used to deliver Third Party Traffic. The payment shall be calculated by multiplying the specified Schedule 1 rate by the percentage of traffic deemed exempt under Section 1 of this Appendix A.

(A) Between the BDP and the end office where the DID numbers reside, subject to Section 2.6.6.1.1.2, Paging Provider shall be

obligated to pay for 100 % of the mileage band rates only pursuant to the appropriate Tariff.

(ii) Type 2: Subject to Section 2.6.7.1, Paging Provider shall be obligated to pay at the rates described in Schedule 1 for the portion of the facilities used to deliver Third Party Traffic. The payment shall be calculated by multiplying the specified Schedule 1 rate by the percentage of Third Party Traffic.

B. Paging Provider does not have to pay facility charges for Third Party Traffic as specified in A above if Qwest does not provide the originating company's calling records to the Paging Provider's POC. A Category 11 per record fee of \$.0014877 will be assessed by Qwest to Paging Provider for these records.

C. 100% of the Non recurring charges incurred due to Radio Paging relocation or equipment change will be paid.

Neither Party shall lose any of its rights from the original Agreement by entering into this Amendment.

2. Effective Date.

This Amendment shall be deemed effective upon the Idaho Public Utilities Commission's approval; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. 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.

4. Entire Agreement

The Agreement as amended (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.

Robert Ryder dba Radio Paging Service

Robert F. Ryder
Authorized Signature

ROBERT F. RYDER
Name Printed/Typed

OWNER
Title

7/9/04
Date

Qwest Corporation

L.T. Christensen
Authorized Signature

L.T. Christensen
Name Printed/Typed

Director Interconnection Agreements
Title

7/14/04
Date