

1 Peter J. Butler  
Senior Attorney  
2 U S WEST Law Department  
1600 7<sup>th</sup> Avenue, Suite 3206  
3 Seattle, Washington 98191  
(206) 343-4046

4 Joseph B. McNeal  
5 Owner  
Joseph B. McNeal d.b.a. Page Data  
6 PO Box 15509  
Boise, ID 83715

RECEIVED   
FILED   
1999 JUL 9 PM 10 06  
IDAHO PUBLIC UTILITIES COMMISSION

8 BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

9  
10 JOINT APPLICATION OF U S WEST )  
COMMUNICATIONS, INC., and JOSEPH B. )  
11 MCNEAL d.b.a. PAGE DATA FOR )  
APPROVAL OF AGREEMENT FOR TYPE 1 )  
12 PAGING PURSUANT TO 47 U.S.C. §252 )  
)  
)

CASE NO. USW-T-99-13

13  
14 U S WEST Communications, Inc. ("U S WEST") and Joseph B. McNeal d.b.a. Page Data  
15 ("Page Data") hereby jointly file this Application for Approval of an Agreement for Type 1 Paging  
16 between U S WEST and Page Data, dated June 21, 1999 (the "Agreement"), for the purpose of  
17 connecting facilities and exchanging traffic between Page Data and U S WEST in Idaho. A copy  
18 of the Agreement is submitted herewith.

19 The Agreement was reached through voluntary negotiations without resort to mediation or  
20 arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of  
21 1934, as amended by the Telecommunications Act of 1996 (the "Act").

22 Section 252(e)(2) of the Act directs that a state Commission may reject an agreement  
23 reached through voluntary negotiations only if the Commission finds that:

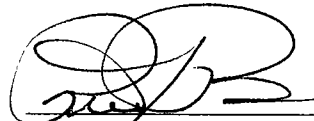
24 JOINT REQUEST OF PAGE DATA  
AND U S WEST FOR  
25 APPROVAL OF AGREEMENT

- 1 (1) the agreement (or portion thereof) discriminates against a telecommunications carrier  
not a party to this agreement; or  
2 (2) the implementation of such an agreement or portion is not consistent with the public  
interest, convenience and necessity.  
3

4 Page Data and U S WEST respectfully submit that the Agreement provides no basis for  
either of these findings, and, therefore jointly request that the Commission approve the Agreement  
5 expeditiously. The Agreement is consistent with the public interest as identified in the pro-  
6 competitive policies of the State of Idaho, the Commission, the United States Congress, and the  
7 Federal Communications Commission. Expeditious approval of the Agreement will enable Page  
8 Data to continue to interconnect with U S WEST facilities and to provide customers with  
9 increased choices among local telecommunications services.  
10

11 Page Data and U S WEST further request that the Commission approve this Agreement  
without a hearing. Because this Agreement was reached through voluntary negotiations, it does  
12 not raise issues requiring a hearing and does not concern other parties not a party to the  
13 negotiations. Expeditious approval would further the public interest.  
14

15 Respectfully submitted this 8<sup>th</sup> day of July, 1999.

16  
17 

18 Peter J. Butler  
Senior Attorney  
U S WEST Law Department  
1600 7<sup>th</sup> Avenue, Suite 3206  
19 Seattle, Washington 98191  
20 (206) 343-4046

21 Attorney for U S WEST Communications

22 *and*

23  
24 JOINT REQUEST OF PAGE DATA  
AND U S WEST FOR  
25 APPROVAL OF AGREEMENT

26 - 2 -

**U S WEST, Inc.**  
1600 7th Ave., Suite 3206  
Seattle, WA 98191  
Telephone: (206) 343-4000  
Facsimile: (206) 343-4040

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

*/s/ Telephonic Approval*

*Lab [Signature]*

---

Joseph B. McNeal  
Owner  
Joseph B. McNeal d.b.a. Page Data  
PO Box 15509  
Boise, ID 83715

JOINT REQUEST OF PAGE DATA  
AND U S WEST FOR  
APPROVAL OF AGREEMENT

**U S WEST, Inc.**  
1600 7th Ave., Suite 3206  
Seattle, WA 98191  
Telephone: (206) 343-4000  
Facsimile: (206) 343-4040

CERTIFICATE OF SERVICE

I hereby certify that on this 8<sup>th</sup> day of July, 1999, I served the foregoing JOINT APPLICATION OF U S WEST COMMUNICATIONS, INC. and JOSEPH B. MCNEAL d.b.a. PAGE DATA for APPROVAL OF AGREEMENT FOR TYPE 1 PAGING upon all parties of record in this matter by mailing a copy thereof properly addressed, with postage prepaid as follows:

Ms. Myrna J. Walters  
Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83720-0074

Weldon Stutzman, Esq.  
Deputy Attorney General  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074

Joseph B. McNeal  
Owner  
Joseph B. McNeal d.b.a. Page Data  
PO Box 15509  
Boise, ID 83715



\_\_\_\_\_  
Lisa D. Daugherty  
Administrative Assistant  
U S WEST Communications, Inc.

JOINT REQUEST OF PAGE DATA  
AND U S WEST FOR  
APPROVAL OF AGREEMENT

**ORIGINAL**

**TYPE 1 PAGING  
AGREEMENT**

**BETWEEN**

**U S WEST Communications, Inc.**

**AND**

**Joseph B. McNeal d.b.a. Page Data**

**Agreement Number  
CDS-990518-0085**

**Idaho**

**TABLE OF CONTENTS**

**1. RECITALS..... 1**

**2. SCOPE OF AGREEMENT ..... 1**

**3. DEFINITIONS.....2**

**4. PAGING TRAFFIC ..... 5**

**4.1. Scope..... 5**

**4.2. Types of Traffic ..... 6**

**4.3. Types of Exchanged Traffic..... 6**

**4.4. Rate Structure ..... 6**

**4.5. Billing Parameters ..... 7**

**4.6. Miscellaneous Charges..... 8**

**4.7. Type 1 Service Interface Code Availability And Optional Features ..... 8**

**4.8. Testing..... 8**

**4.9. Ordering ..... 9**

**4.10. Mileage Measurement ..... 9**

**5. TYPE 1 SERVICE FROM USWC’S END OFFICE SWITCH..... 10**

**5.1. Network Access Channel..... 10**

**5.2. Mid-Span Meet POI ..... 10**

**5.3. Collocation ..... 10**

**5.4. Quality of Interconnection ..... 10**

**5.5. Points of Interface (POI)..... 10**

**5.6. Trunking Requirements ..... 10**

**5.7. Forecasting ..... 11**

**5.8. Service Interruptions..... 11**

## TABLE OF CONTENTS

6. COLLOCATION .....	12
7. UNBUNDLED ACCESS/ELEMENT .....	12
8. ACCESS TO TELEPHONE NUMBERS.....	13
8.1 Number Resources Arrangements. ....	13
9. U S WEST DEX ISSUES.....	13
10. ACCESS TO DATABASES .....	13
11. NOTICE OF CHANGES .....	13
12. REFERRAL ANNOUNCEMENT .....	13
13. BONA FIDE REQUEST.....	13
14. AUDIT PROCESS .....	15
15. CONSTRUCTION CHARGES.....	16
16. SERVICE STANDARDS .....	17
17. MISCELLANEOUS TERMS.....	19
17.1. General Provisions.....	19
17.2. Term of Agreement.....	19
17.3. Payment.....	20
17.4. Taxes .....	21
17.5. Force Majeure .....	21
17.6. Limitation of Liability.....	21
17.7. Indemnity.....	22
17.8. Intellectual Property .....	22
17.9. Warranties .....	24

## TABLE OF CONTENTS

<b>17.10. Assignment</b> .....	<b>24</b>
<b>17.11. Default</b> .....	<b>24</b>
<b>17.12. Disclaimer of Agency</b> .....	<b>25</b>
<b>17.13. Severability</b> .....	<b>25</b>
<b>17.14. Nondisclosure</b> .....	<b>25</b>
<b>17.15. Survival</b> .....	<b>26</b>
<b>17.16. Dispute Resolution</b> .....	<b>27</b>
<b>17.17. Controlling Law</b> .....	<b>27</b>
<b>17.18. Joint Work Product</b> .....	<b>27</b>
<b>17.19. Responsibility for Environmental Contamination</b> .....	<b>27</b>
<b>17.20. Notices</b> .....	<b>27</b>
<b>17.21. Responsibility of Each Party</b> .....	<b>28</b>
<b>17.22. No Third Party Beneficiaries</b> .....	<b>28</b>
<b>17.23. Referenced Documents</b> .....	<b>28</b>
<b>17.24. Publicity and Advertising</b> .....	<b>29</b>
<b>17.25. Amendment</b> .....	<b>29</b>
<b>17.26. Executed in Counterparts</b> .....	<b>29</b>
<b>17.27. Headings of No Force or Effect</b> .....	<b>29</b>
<b>17.28. Cancellation Charges</b> .....	<b>29</b>
<b>17.29. Regulatory Approval</b> .....	<b>29</b>
<b>17.30. Compliance</b> .....	<b>29</b>
<b>17.31. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")</b> .....	<b>30</b>
<b>17.32 Cooperation</b> .....	<b>30</b>
<b>17.33. Entire Agreement</b> .....	<b>30</b>



## **TYPE 1 PAGING AGREEMENT**

This Type 1 Paging Agreement, is between Joseph B. McNeal d.b.a. Page Data ("Paging Provider") a proprietorship, and U S WEST Communications, Inc. ("USWC"), a Colorado corporation.

Paging Provider is licensed to provide paging services by the Federal Communications Commission ("FCC"). Both USWC and Paging Provider are engaged in providing telecommunications and other services and have agreed to connect their facilities and exchange traffic; therefore, each party covenants and agrees as follows:

### **1. RECITALS**

- 1.1. The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement. It will be submitted to the Idaho Public Utilities Commission.
- 1.2. The Parties have agreed to certain provisions in this Agreement, based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that certain of the Existing Rules are changed and modified, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), condition(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then this Agreement shall be amended to reflect such different term(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

### **2. SCOPE OF AGREEMENT**

- 2.1. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.
- 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 limitation, 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. Interchange of Type 1 Traffic
  - 2.3.1. USWC will originate and terminate paging traffic and deliver it to the Paging Provider's facility in the service area(s) set forth in Appendix C as herein provided.
  - 2.3.2 This Agreement is for Type 1 traffic interchange for licensed, narrow-band radio carriers only. All other interconnections are covered by

separate contract or tariff. Specifically, Paging Provider agrees that enhanced services, shall not be offered to Paging Provider patrons on a stand-alone basis over a Type 1 arrangement.

2.3.3. Initial or additional Connecting Circuits will be provided by USWC, at Paging Provider's request, under the terms and conditions set forth in this Agreement. All circuits and equipment provided by USWC will always be wholly owned and operated by USWC.

2.3.4. Paging Provider's and USWC's equipment and systems will be compatible, and will be consistent with normally accepted industry standards.

2.3.4.1. 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.

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

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

2.3.5. This Agreement is only for the delivery interchange of traffic between the parties' systems, and is not an undertaking by either party to provide the services of the other.

2.3.6. 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 feasible, but in no event less than ninety (90) days advance notice of the nature of the changes and when they will occur.

2.3.7. If the authorized service areas of USWC 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 state regulatory bodies.

3.2. "Central Office Switch" means a switch used to provide telecommunications services and includes end office switches and tandem office switches.

- 3.3. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- 3.4. "Commission" means all state regulatory bodies with lawful jurisdiction over telecommunications.
- 3.5. "Connecting Circuit" means the equipment and system designed for terminating Paging Provider's calls from USWC's network.
- 3.6. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- 3.7. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 3.8. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 3.9. "Enhanced Services" are services offered over common carrier 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.
- 3.10. "Extended Area Service (EAS)/Local Traffic means traffic that is originated by a subscriber of one Party and terminated to a subscriber of the other Party as defined in accordance with USWC's then current EAS/local serving areas, as determined by the Commission.
- 3.11. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 3.12. "InterLATA" is a term used to describe telecommunications functions originating in one LATA and terminating in another.
- 3.13. "IntraLATA" is a term used to describe telecommunications functions originating and terminating in the same LATA.
- 3.14. "Local Access and Transport Area (LATA)" denotes a geographic area established for the provision and administration of a communications service. It

encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

- 3.15. "Local Calling Area (LCA)" is a geographic area, including Extended Area Service (EAS) areas, defined in USWC's Local and/or General Exchange Service tariff in which an end user (Telephone Exchange Service Subscriber) may complete a call without incurring Message Telecommunication Service (MTS) charges.
- 3.16. "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.
- 3.17. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- 3.18. "Paging Terminal" is Paging Provider's equipment that receives a terminated paging call.
- 3.19. "Party" means either USWC or Paging Provider and "Parties" means USWC and Paging Provider.
- 3.20. "Point of Connection" or "POC" is the connection point(s) between Paging Provider and USWC; the technical interface(s), test point(s) and point(s) for operational division of responsibility.
- 3.21. "Serving Wire Center (SWC) denotes the USWC office from which dial tone for local exchange service would, absent special arrangements such as FX (Foreign Exchange) or FCO (Foreign Central Office) service, be provided to Paging Provider.
- 3.22. "Switched Access Traffic or InterLATA Toll Traffic" as specifically defined in USWC's state and interstate switched access tariffs, enters the USWC network at the IXC point of presence, and terminates to the Paging Provider's Paging Terminal. See Transit Traffic definition below.
- 3.23. "Tariff " as used throughout this Agreement refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalog.
- 3.24. "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.
- 3.25. "Transit Traffic" is traffic that originates from one provider's network, "transits" USWC's network and terminates to the paging provider's DID number. Neither the originating nor terminating subscriber is a customer of the tandem telecommunications carrier, USWC.

- 3.26. "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function.
- 3.27. "V and H Coordinate" means vertical and horizontal geographical cross points on a map used to determine distance.
- 3.28. "Wireless Service Request" or "WSR" means the standard forms and supporting documentation used for ordering Wireless Services. The WSR will be used to order trunking and facilities between Paging Provider and USWC for Service.
- 3.29. 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 covered by this Agreement is for Type 1 narrow band paging service only. Other services are covered by separate contract, tariff or price lists.
- 4.1.2. Type 1 Service is a one-way intraLATA/intrastate final route trunk group between USWC's end office switch and a Paging Provider's Point of Connection (POC).
  - 4.1.2.1. USWC 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).
  - 4.1.2.2. All Type 1 Services have the following features. Blocks of telephone numbers will be assigned to the Paging Provider from an NXX assigned to the USWC switch which is the Dial Tone End Office for the Paging Provider's Paging Terminal location. This will usually be the Serving Wire Center (SWC). In the event sufficient numbers are not available to meet the Paging Provider's three year forecast, a new NXX, if practicable, will be assigned to the Dial Tone Office from which numbers will be allocated. All numbers are assigned and administered by USWC. The Paging Provider performs subadministration (assigning specific numbers to individual subscribers).
  - 4.1.2.3. Reservation and implementation of numbers will be reserved individually or in blocks of 20 or 100.

#### **4.2. Types of Traffic**

The types of traffic to be exchanged under this Agreement include:

4.2.1. EAS/local and toll traffic, as defined above.

4.2.2. Switched access traffic or interLATA toll traffic, as defined above.

4.2.3. Transit traffic, as defined above.

#### **4.3. Types of Exchanged Traffic**

4.3.1. Transport and Termination of Local Traffic.

Local traffic will be transported and terminated as Type 1 Paging Service.

4.3.2. Transit Traffic.

USWC will provide this transit service through local and access tandem switches for CLECs, exchange carriers, and Interexchange Carriers.

4.3.3. Toll Traffic.

Toll traffic is the completion of calls outside of the incumbent local exchange carrier's local calling area established by the applicable tariffs.

#### **4.4. Rate Structure**

4.4.1. Connection from Serving Wire Center

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, Section 4.5, for further definitions. Applicable rates are listed in Appendix A. The digital option is available only where USWC facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

4.4.2. Connection to Foreign Dial Tone Office

4.4.2.1. 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 USWC's Foreign Central Office to USWC's Serving Wire Center. Non-recurring and monthly charges apply. All rates are listed in Appendix A. The digital option is available only where USWC facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

#### 4.4.2.2. Multiplexing

Multiplexing options are available at rates listed in Appendix A.

### 4.5. Billing Parameters

- 4.5.1. Channel (Network Access Channel - NAC). Connection from USWC's Serving Wire Center to Paging Provider's Paging Terminal. Non-recurring charges and monthly rates apply to two-wire analog and four-wire analog. Non-recurring charges apply to four-wire digital. Monthly charges do not apply to four-wire digital.
- 4.5.2. Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps. Non-recurring charges and monthly rates apply.
- 4.5.3. Channel Facility (for digital service) - DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 multiplexing level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mbps. Non-recurring charges and monthly rates apply.
- 4.5.4. Channel Performance. Conditioning to extend signaling on a two-wire and four-wire analog channel when the Serving Wire Center is not the Dial Tone Office. Monthly rates apply.
- 4.5.5. Dedicated Transport. When the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from USWC's Foreign Central Office to USWC's Serving Wire Center. The dedicated transport rates are set forth in Appendix A. Dedicated transport has non-recurring charges and monthly charges on a fixed basis, and monthly charges on a per mile basis.
- 4.5.6. Multiplexing. Multiplexing performed at the Serving Wire Center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch. Non-recurring charges for multiplexing are incurred only when the multiplexing element is installed subsequent to the installation of the NAC.
- 4.5.7. Number Activation. The act of translating telephone numbers in the dial tone office to allow routing to the appropriate trunk group. Non-recurring charges will apply.

4.5.8. Number Reservation. The assigning of sequential numbers to a Paging Provider without activation of the assigned numbers. Non-recurring charges will apply.

**4.6. Miscellaneous Charges**

The following charges/procedures found in Section 2, 5, or 12 of the State Access Tariff are applicable to Paging Provider:

- Due Date Change
- Design Change Charge
- Additional Engineering
- Overtime Installation
- Additional Labor Standby
- Additional Labor Testing and Maintenance
- Maintenance of Service
- Additional Cooperative Testing
- Automatic Scheduled Testing
- Cooperative Scheduled Testing
- Manual Scheduled Testing
- Nonscheduled Testing
- Nonscheduled Cooperative Testing
- Nonscheduled Manual Testing
- Credit Allowance for Service Interruption (Switch Access)
- Deposits, Advance Payments
- Cancellation of Service Order, Cancellation after 30 days
- Expedited Order Charge
- Late Payment Charge

**4.7. Type 1 Service Interface Code Availability And Optional Features**

4.7.1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for Type 1 Service trunks, are the same as those defined in Bellcore Reference Documents GR 145 - CORE & BR-795-403-100.

All channel configurations may be ordered with Multifrequency (MF), Dual Tone Multifrequency (DTMF), or Dial Pulse (DP) Signaling, subject to availability and technical limitations.

**4.8. Testing**

4.8.1. Acceptance Testing

When service is installed, Paging Provider will have thirty (30) days to satisfy itself of proper connection. Any USWC problems or deficiencies occurring within the thirty (30) day period will be promptly corrected by USWC at no additional cost to Paging Provider if USWC is promptly notified of the problem. After all problems of which USWC has been given timely notice have been corrected, the connection will be deemed



accepted by Paging Provider. After Acceptance, each party is subject to the applicable provisions of Section 4.6.

USWC and Paging Provider will each do such maintenance testing and inspection of their own systems as may be necessary.

#### **4.9. Ordering**

- 4.9.1. A POC Form, consistent with the sample form attached as Appendix C, will be completed for each POC covered under this Agreement. Although not attached to this Agreement, all POC Forms shall be considered a part of this Agreement and are hereby incorporated by reference.
- 4.9.2. When ordering Type 1 Service, the ordering Party shall specify on the service order: 1) the type and number of channel facilities to terminate at the Serving Wire Center with CLLI code; 2) the dedicated trunk transport; and 3) the number of trunks to be provisioned at a local exchange office. When the ordering Party requests facilities or routing different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. Bellcore document GR-145 - Core - Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements.
- 4.9.3. When the ordering Party initially orders a DS3 channel facility, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 facilities, or DS3 dedicated transport facilities, the provider will assign the DS1 facility to the DS3 channel facility or DS3 dedicated transport facility, as directed by the ordering Party.
- 4.9.4. A joint planning meeting with USWC will precede a Paging Provider's issuance of new trunking orders.
- 4.9.5. Service intervals and due dates the initial establishment of trunking arrangements at each location if Interconnection between the Parties will be determined on an individual case basis.
- 4.9.6. Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines of the Interstate Switched Access Tariff

#### **4.10. Mileage Measurement**

Where required, the mileage measurement for Type 1 dedicated transport is measured from the V&H coordinates of the USWC Foreign Central Office to the V&H of the USWC Serving Wire Center.

## **5. TYPE 1 SERVICE FROM USWC'S END OFFICE SWITCH**

### **5.1. Network Access Channel**

5.1.1. A NAC facility extends from the Serving Wire Center of USWC to the Paging Provider's Paging Terminal location. NAC facilities may not extend beyond the area served by USWC's Serving Wire Center. The rates for NAC facilities are provided in Appendix A. The digital option for interconnection is available only where technically feasible or where Paging Provider agrees to pay Construction Charges to build necessary facilities.

### **5.2. Mid-Span Meet POI**

5.2.1. A Mid-Span Meet POI is a negotiated point of connection, limited to the joining of facilities between USWC's switch and the Paging Provider's Paging Terminal. Mid-Span Meet POI may be accomplished by the Parties through the negotiation of a separate Agreement. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI, if the meet point arrangement is used exclusively for the exchange of local traffic.

5.2.2. If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, Paging Provider must pay the portion of the economic costs of the Mid-Span Meet arrangement used by Paging Provider for access to unbundled network elements.

### **5.3. Collocation**

Interconnection may be accomplished through either virtual or physical collocation for terms and conditions under which collocation will be available. See Section 6. herein.

### **5.4. Quality of Interconnection**

USWC will not, for the purpose of interconnection, provide to paging provider facilities built to lessor standards than USWC provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of USWC.

### **5.5. Points of Interface (POI)**

Upon the request for specific point to point routing, USWC will make available to Paging Provider information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 NAC facility (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

### **5.6. Trunking Requirements**

5.6.1. Type 1 Service should be ordered by the Paging Provider to provide blocking levels in accordance with Bellcore document SR-000191.

5.6.2. Channel Facilities can be analog or digital. Digital is available where technically feasible.

**5.7. Forecasting**

5.7.1. The Parties agree that joint forecasting and planning meetings will take place no less frequently than once per quarter.

5.7.2. The Paging Provider shall provide forecasting information concerning facilities no less than once per quarter. The quarterly forecasts shall include forecasted requirements for each channel facility identified in Appendix B. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years and shall include;

5.7.2.1. Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

5.7.2.2. A description of major network projects anticipated for the following six months that could affect USWC. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

**5.8. Service Interruptions.**

5.8.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

5.8.2. If either Party causes an impairment of service, as set forth in this Section, the Party (the "Impaired Party") shall promptly notify the Party causing the impairment of service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the

Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

- 5.8.3. When Paging Provider reports trouble to USWC and no trouble is found in USWC equipment, Paging Provider will be responsible for payment of service maintenance charges as specified in the Intrastate Switched Access Tariff or state-specific pricing catalogue, as appropriate, for the period of time from when USWC's personnel are dispatched to when USWC work is completed. Failure of USWC's personnel to find trouble in USWC's service will not result in a charge if the trouble is actually in that service, but not discovered at that time. Conversely, if USWC reports trouble to Paging Provider and no trouble is found in Paging Provider's equipment, USWC will be responsible for payment of service maintenance charges for the period of time that [Paging Provider]'s personnel are involved.
- 5.8.4. No out-of-service credit will apply for the interruption involved if the service maintenance charge applies as a result of the trouble not being in USWC's equipment, but is, in fact, a result of a failure in the equipment or service of Paging Provider.
- 5.8.6. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service.
- 5.8.7. Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available.
- 5.8.8. Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

## **6. COLLOCATION**

Should the Parties desire to establish a collocation relationship, through either physical or virtual collocation, the Parties will enter into a separate Collocation Agreement.

## **7. UNBUNDLED ACCESS/ELEMENT**

USWC shall provide nondiscriminatory access to, and where appropriate, development of unbundled network elements pursuant to the Act in response to specific requests therefore, pursuant to the New Interconnection/Unbundled Element Request Process detailed in the Bona Fide Request Section of this Agreement.

**8. ACCESS TO TELEPHONE NUMBERS**

**8.1 Number Resources Arrangements.**

8.1.1. USWC will support all Paging Provider's requests related to number assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.

8.1.2. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

**9. U S WEST DEX ISSUES**

USWC and Paging Provider agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between Paging Provider and directory publishers, including U S WEST Dex. USWC acknowledges that Paging Provider may request USWC to facilitate discussions between Paging Provider and U S WEST Dex.

**10. ACCESS TO DATABASES**

In accordance with Section 271 of the Act, USWC shall provide Paging Provider with interfaces to access USWC's databases and associated signaling necessary. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be requested by Paging Provider via a Bona Fide Request.

**11. NOTICE OF CHANGES**

If a Party makes a change in its network which it believes will materially affect the operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations. Such coordination will include, at a minimum, providing at least ninety (90) days advance written notice of the nature of the changes and when the change will occur.

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

**12. REFERRAL ANNOUNCEMENT**

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

**13. BONA FIDE REQUEST**

13.1 Any request for Interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). USWC shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to unbundled Network Elements, if available, and the technical feasibility of new/different points of Interconnection. USWC will administer the BFR Process in a non-discriminatory manner.

