



SM

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April 8, 2009

Chairman Tre Hargett
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

09-00052

Re: Petition for Approval of Traffic Exchange Agreement between Bledsoe Telephone Cooperative Corporation, Inc. and Level 3 Communications, LLC

Dear Chairman Hargett:

Transmitted herewith is a "Petition for Approval of Traffic Exchange Agreement" ("Petition") by the Tennessee Regulatory Authority. An original and 13 copies of the Petition are enclosed. Also enclosed is an additional copy of the Petition which I would appreciate your office staff stamping as "filed" and returning to me in the enclosed return envelope.

A check in the amount of \$50.00 made payable to the Tennessee Regulatory Authority is enclosed as payment of the filing fee.

Please feel free to contact me if there are any questions in regards to this filing.

Sincerely,

Gregory L. Anderson

Gregory L. Anderson
General Manager

Cc: Level 3 Communications, LLC, Legal-Interconnection

REC'D
2009 APR 13 4:11:02
T.R.A. LEGAL ROOM

Before the
TENNESSEE REGULATORY AUTHORITY
Nashville, TN

In Re:

Petition for Approval of Traffic Exchange)
Agreement between Bledsoe Telephone)
Cooperative Corporation, Inc. and Level 3)
Communications, LLC)

Docket No. 09_____

PETITION FOR APPROVAL OF TRAFFIC EXCHANGE AGREEMENT

Bledsoe Telephone Cooperative Corporation, Inc. (“Bledsoe”) respectfully petitions the Tennessee Regulatory Authority (“Authority”) for approval of a “Traffic Exchange Agreement” dated January 26, 2009 (the “Agreement”), negotiated between Bledsoe and Level 3 Communications, LLC (“Level 3”) under Sections 251 and 252 of the Telecommunication Act of 1996 (the “Act”).¹ In support of its petition, Bledsoe states the following:

1. Bledsoe and Level 3 (jointly “the Parties”) have successfully negotiated the Agreement which sets forth the terms and conditions under which the companies agree to exchange Local Traffic (as defined by the Agreement) between their respective networks. The parties agree to exchange Local Traffic and ISP-Bound Traffic through Direct or Indirect Interconnection as described in the Agreement. A copy of the Agreement is attached to this petition and incorporated in this document by reference.

2. In accordance with Section 252(e) of the Act, Bledsoe submits the Agreement to the Authority for its review and approval. The terms of the Agreement became effective on date of last signature by the Parties.

3. Section 252(e) of the Act provides that the Authority may either approve or reject the Agreement within ninety days of its submission for approval. The Act further provides that the Authority may only reject a negotiated agreement if it finds the

¹ 47 USC Sections 251 and 252

agreement or any portion of it discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

4. Bledsoe believes that the Agreement meets the standards for approval by the Authority.

5. As required by Section 252(i) of the Act and Section 51.809 of the Federal Communications Commission's rules,² Bledsoe will make the terms and conditions of the Agreement available to any requesting telecommunications carrier.

In view of the foregoing, Bledsoe requests that the Authority approve the Agreement negotiated by the Parties.

Respectfully submitted,

**BLEDSON TELEPHONE
COOPERATIVE CORPORATION, INC**

By: Gregory S. Anderson, G.M.
Gregory S. Anderson, General Manager

PO Box 609, 338 Cumberland Avenue
Pikeville, Tennessee 37367-0609
423-447-2121
January 26, 2009

² 47 CFR Section 51.809

TRAFFIC EXCHANGE AGREEMENT

Dated as of_ January 19, 2009

by and between

LEVEL 3 COMMUNICATIONS, LLC

and

Bledsoe Telephone Cooperative Corporation, Inc.

TRAFFIC EXCHANGE AGREEMENT

THIS TRAFFIC EXCHANGE AGREEMENT ("Agreement"), is effective when executed by both Parties (the "Effective Date") by and between Bledsoe Telephone Cooperative Corporation, Inc., with offices located at 338 Cumberland Avenue, Pikeville, TN 37367, ("Bledsoe"), and Level 3 Communications, LLC and its LEC affiliates with offices located at 1025 Eldorado Blvd., Broomfield, CO 80021 ("Level 3") (collectively the "Parties").

WHEREAS, Section 251 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), has specific standards and procedures for interconnection, and the Parties intend that this Agreement meets those standards and procedures;

WHEREAS, the Parties desire to either indirectly or directly interconnect their respective networks for the purpose of delivery of Traffic (as defined below) for transport and termination on the other Party's network;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Section, or as defined elsewhere within this Agreement. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no meaning is specified in this Agreement or in the Act, then normal usage in the telecommunications industry shall apply.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996.
- 1.2 "Commission" means the Tennessee Regulatory Authority ("TRA").
- 1.3 "Customer" means a purchaser of telecommunications services or telecommunications services combined with information services.
- 1.4 "EAS" or Extended Area Service shall be as defined by the Commission and which allows as part of the basic rate plan 7 digit or 10 digit extended area local calling.
- 1.5 "Originating Party" shall mean a Party whose Customer either directly or indirectly initiated a communication that results in Traffic being delivered to the Terminating Party.
- 1.6 "Traffic" means all traffic exchanged by the Parties under this Agreement, including, but not limited to, local residential and business voice traffic. For purposes of this Agreement, "Traffic" does not include intraLATA and interLATA toll traffic.

- 1.7 “Terminating Party” shall mean a Party receiving Traffic from the Customers of the Originating Party.

2. INTERCONNECTION

- 2.1 The Parties shall use best efforts to install and maintain a reliable interconnection architecture. The Parties may: (i) complete calls through the switch of a transit provider with whom both Parties are interconnected (“Indirect Interconnection”); or (ii) establish direct interconnection of the Parties’ networks (“Direct Interconnection”). As of the effective date of this Agreement each Party shall, at its own cost, program and update its own switches and network systems in a timely fashion to recognize and route traffic to and from the other Party’s assigned NXX codes within the EAS area. An NXX assigned to Level 3 in Bledsoe’s exchange, or in a rate center that is EAS from Bledsoe, shall be included in any local dialing plan or EAS dialing scope, or similar program to the same extent as any other NXX in the same rate center. Neither Party will block the telephone numbers or Traffic of the other Party, and appropriately load in the LERG such numbers as are associated with a Party’s local calling area or mandatory EAS. Each Party will transport and terminate any and all Traffic received from the other Party.
- 2.2 Indirect Interconnection. Each Party will honor the other Party’s arrangements with a third party tandem switch service provider for the delivery of Traffic for termination to the other Party. Each Party shall be responsible for all costs and arrangements associated with Traffic originating on their network and sent through a third party network.
- 2.3 Direct Interconnection. When the total amount of Traffic indirectly exchanged between the Parties equals or exceeds five (5) DS-1s as measured at the busy hour for three consecutive months at an eighty percent capacity for a DS1 (the “Threshold”), after written notification to Level 3 the Parties agree to negotiate in good faith to promptly establish and implement arrangements for direct interconnection of their respective networks at a single point of interconnection (“POI”) per LATA at one switch within the borders of Bledsoe’s exchange areas or at an alternative location mutually agreed to by both Parties and as specified in Appendix B of this Agreement .
- 2.3.1. Each Party shall bear full operational and financial responsibility for establishing and maintaining its network on its side of the POI. Such interconnection may be achieved by the use of either Party’s facilities or the leasing of facilities from a third party carrier. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practices. Any interconnection trunks established under this Section shall be two-way in nature, and the Parties agree to employ SS7 signaling parameters in routing Traffic over these facilities.

- 2.3.2** To optimize direct interconnection under this Agreement, the Parties agree to designate network planning points of contact that will meet within thirty (30) days once the Traffic Threshold is met to develop and identify the standards and specifications for implementation of direct interconnection in compliance with the Act.
- 2.3.3** In the event the total amount of Traffic falls below the Threshold for 3 consecutive months, after written notification to Bledsoe, the Parties agree to negotiate in good faith to promptly reduce the quantity of DS1s of direct interconnection facilities as may be appropriate to avoid excess facilities established pursuant to Section 2.3 preceding. Notwithstanding the foregoing, should the amount of traffic exchanged between Parties fall below the Threshold, either party may provide 3 months written notification of its disconnection of those facilities which fall below the Threshold but are above 3 DS1s. Below the 3 DS1 level required to exchange traffic, Level 3 shall provide 3 months written notification of its disconnection of all DS1 facilities. In either event, Bledsoe shall indirectly route any such traffic no longer directly exchanged between the Parties. Upon receipt of such notification, the other Party may request to renegotiate the Point of Interconnection ("POI") such that the POI for the party requesting disconnection will be the same for either direct or indirect interconnection, but failing to reach an agreement shall in no way prevent Level 3 from disconnecting the trunks at issue.

- 2.4** Inter-carrier Compensation. All Traffic exchanged between the Parties will be compensated on a bill and keep basis. Compensation for InterLATA and IntraLATA toll traffic will be in accordance with each Party's appropriate access tariff.
- 2.5** Call Records. Each Party shall pass industry standard call record information on each call delivered to the other Party to the extent technically feasible. Neither Party shall knowingly strip or alter call records to disguise the jurisdiction of a call or permit third parties to do so for traffic that Party delivers to the other Party.

3. GENERAL RESPONSIBILITIES OF THE PARTIES.

- 3.1** Upon request by the other Party, thirty (30) days after the Effective Date of this Agreement, and no more than once in each six month period thereafter, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding good faith forecast of its volume of originated Traffic. The Parties agree that each forecast provided shall be deemed "Proprietary Information" under this Agreement.
- 3.2** Neither Party shall use any service provided pursuant this Agreement or related thereto in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Carriers or to either Party's Customers, or causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing, transit or service equipment (individually and collectively, ("Network Harm")). If Network Harm shall occur or if a Party reasonably determines that Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service immediately, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall: promptly notify the other Party of such temporary discontinuance or refusal; and afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.
- 3.3** The Parties shall implement local number portability as described in the attached Appendix A.

4. DISPUTE RESOLUTION

Should a dispute arise between the Parties with respect to implementation or enforcement of this Agreement, or with respect to the billing of and payment for services or facilities under this Agreement, either Party may give written notice of its intent to seek dispute resolution pursuant to this Section 4. Upon receipt of notice, representatives of the Parties with primary responsibility for the area(s) of dispute shall first meet and confer as often as they deem reasonably necessary to resolve the dispute. If these initial negotiations fail to be successfully concluded within 60 days from receipt of the notice, either Party may request in writing that the dispute be escalated to the Vice President who is responsible for either the revenue or cost of the item(s) in dispute. If these negotiations fail to resolve the dispute within sixty (60)

calendar days after the matter has been escalated, either Party may seek relief from the applicable Commission or any other regulatory body or court of competent jurisdiction. Notwithstanding the foregoing, in the event that a dispute impairs the service a Party provides to its Customers, the affected Party may seek immediate relief from the applicable Commission or any other regulatory body or court of competent jurisdiction. Pending resolution of the dispute, each Party shall continue to perform its obligations under this Agreement as it had performed in advance of submission of the dispute. In the case of billing disputes, the Parties agree that all amounts that are undisputed shall be paid in a timely manner.

5. TERM AND TERMINATION.

- 5.1** The initial term of this Agreement shall be 2 years from the Effective Date of this Agreement (“Initial Term” or “Term”). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive and additional one (1) year periods (each, a “Renewal Term” or “Term”). Either Party may, no later than ninety (90) days in advance of the expiration of the Initial Term or Renewal Term, deliver to the other Party written notice to renegotiate this Agreement, in which event the Parties shall commence in good faith and in a timely manner such negotiations. In the event such negotiations are not successfully concluded prior to the expiration of the Initial Term or Renewal Term or such date as the Parties may otherwise agree, the Parties agree to take such steps as are necessary and prudent to transition the arrangements hereunder in order to prevent any service disruptions to Customers (the “Transition Period”). During the pendency of the preceding referenced negotiations and/or Transition Period, this Agreement shall remain in full force and effect.
- 5.2** If a Party fails to observe or perform any material term or condition of this Agreement and such failure does not materially and adversely affect the operation or reliability of the non-defaulting Party’s network or the Customers of either Party, the Parties shall initiate the dispute resolution procedure set forth in Section 4 of this Agreement (and neither Party shall have the right to terminate this Agreement as a result of such breach). If a Party fails to observe or perform any material term or condition of this Agreement and such failure materially and adversely affects the operation or reliability of the non-defaulting Party’s network or impacts a Party’s ability to fulfill Customer commitments, then (a) the non-defaulting Party may deliver written notice of such default to the other Party (which notice shall specify that the default materially and adversely affects the operation and reliability of the non-defaulting Party’s network and (b) which notice shall contain comprehensive, specific detail as to the foundation of the asserted violation and why it is considered material). If the default is not remedied within thirty (30) days after receipt of written notice, then the non-defaulting Party may discontinue its performance and terminate this Agreement, and pursue any other remedies available at law or in equity. A Party’s failure to exercise any of its rights hereunder shall not constitute or be construed by the as a waiver of any past, present, or future right or remedy.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

NEITHER PARTY MAKES ANY WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE SERVICES AND MATTERS ADDRESSED IN THIS AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

7. INDEMNIFICATION

Subject to the limitations set forth in Section 8, each Party (the “Indemnifying Party”) shall release, defend, indemnify and save harmless the other Party, its directors, officers, employees, servants, agents, affiliates, subsidiaries and parent (collectively, the “Indemnified Party”), from and against any and all Losses which are proximately caused by:

- (a) any breach or non-fulfillment of any representation, covenant, term, condition or agreement on the part of the Indemnifying Party under this Agreement;
- (b) the gross negligence or willful misconduct of the Indemnifying Party or any of its directors, officers, employees, servants, agents, affiliates, subsidiaries and parent, regardless of the form of action;
- (c) the installation, maintenance, repair, replacement, presence, engineering, use or removal of the Indemnifying Party’s equipment; or
- (d) the violation or alleged violation by the Indemnifying Party or any of its directors, officers, employees, servants, agents, affiliates, subsidiaries and parent of any federal, state, or local law, regulation, permit, or agency requirement.

“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees). To the extent the Indemnified Party pays for a Loss in satisfaction of, or arising out of or related to any claim for indemnification hereunder, the Indemnifying Party shall also be liable to the Indemnified Party for interest on such payments from the date that the Indemnified Party makes such payments. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM ITS

PERFORMANCE OR FAILURE TO PERFORM HEREUNDER (COLLECTIVELY, "CONSEQUENTIAL DAMAGES"), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS AGAINST ANY AMOUNTS PAYABLE TO A THIRD PARTY, INCLUDING ANY LOSSES AND CONSEQUENTIAL DAMAGES CLAIMED BY SUCH THIRD PARTY.

9. MISCELLANEOUS

- 9.1** Both Parties reserve their rights to take advocacy positions before the Commission, other state commissions, the FCC and in any other state or federal regulatory, legislative, or judicial forum that differ from the compromises reached in this Agreement. This Agreement does not affect, and Bledsoe does not waive, any rights including, but not limited to, the rights afforded Bledsoe under 47 USC 251 (f). Except as specifically provided for in this Agreement, neither Party waives any rights it may have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.
- 9.2** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure").
- 9.3** Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data (including without limitation call detail data, usage information in any form, customer account data and Customer Proprietary Network Information ["CPNI"] as that term is defined by the Act), computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or affiliates ("Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. If any Receiving Party

is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party may disclose Proprietary Information; provided, however, that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or certify as destroyed all Proprietary Information. obtained from the other Party.

- 9.4** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, upon written notice either Party may assign this Agreement or any rights and obligations hereunder without the other Party's consent to any LEC entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party.
- 9.5** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by the other Party. Neither the failure of either Party to insist upon a strict performance of any of this Agreement, nor the acceptance of any payments from either Party with knowledge of a breach of this Agreement by the other Party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies.
- 9.6** Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, or (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

Bledsoe Telephone Cooperative Corporation, Inc	LEVEL 3
Attn: General Manager 338 Cumberland Avenue P.O. Box 609 Pikeville, TN 37367 Phone: 423-447-2121 Fax: 423-447-2498	Level 3 Communications, LLC 1025 Eldorado Boulevard Broomfield, CO 80021 Attention: Legal – Interconnection Services Contact Phone Number: (720) 888-2620 Facsimile: (720) 888-5134 And: Level 3 Communications, LLC 1025 Eldorado Boulevard Broomfield, CO 80021 Attention: Director – Interconnection Services

Or to such other address as either Party shall designate by written notice. For operational issues, repair matters or other network assistance, the Parties agree to establish a designated contact and escalation process to resolve network or client issues.

- 9.7 No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 9.8 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 9.9 If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement which has been held invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.
- 9.10 This Agreement is governed by, and shall be interpreted in accordance with, all applicable federal and state law. Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement,. Without limiting the foregoing, each Party agrees to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

**Bledsoe Telephone Cooperative
Corporation, Inc.**

By: Gregory S. Anderson, G.M.
[Name and title]
Gregory L. Anderson
[Print name above]
General Manager
[Print title above]

Dated: April 8, 2009

Level 3 Communications, LLC

By: Jamie Moyer
[Name and title]
Jamie Moyer
[Print name above]
Sr Director – Interconnection Services
[Print title above]

Dated: 1/19/09

APPENDIX A

LOCAL NUMBER PORTABILITY

1. General Terms and Conditions

The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

1.1 The Parties shall provide for the requesting of End Office PNP capability on a reciprocal basis through a written request process; disclose, upon request, any technical limitations that would prevent PNP implementation in a particular switching office; and provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office(s).

1.2. The Parties acknowledge that each can determine the PNP capable End Offices of the other through the Local Exchange Routing Guide (LERG).

2. Obligations of LEVEL 3

2.1. LEVEL 3 is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.2. For PNP orders, both Parties shall adhere to industry standards for Local Service Request (LSR) format and PNP due date intervals. Should LEVEL 3 request a coordinated port, the due date interval will be negotiated between LEVEL 3 and Bledsoe.

2.3. Complex ports require project management and will require negotiation of due date intervals. Complex ports include:

2.3.1. Port requests of 51 or more numbers;

2.3.2. Porting of 15 or more access lines for the same customer at the same location;

2.3.3. Porting associated with complex services including but not limited to Centrex and ISDN.

2.4. LEVEL 3 shall adhere to reserved number standards as set by the FCC.

3. Obligations of Both Parties

3.1. The Parties shall cooperate in performing activities required to port end user telephone number(s). The primary responsibility for the coordination of such activities will be assumed by the Party acquiring the end user (porting in the end user telephone number(s)).

3.2. When a ported telephone number becomes "vacant" (meaning a ported telephone number has been vacated by the original end user and removed from service), the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

3.3. Each Party has the right to block default routed calls from entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3.4. Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.5. Each Party shall become responsible for the end user's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end user's telephone number to their switch.

3.6. The Parties will provide a 10-digit trigger on all LNP orders unless a coordinated conversion of numbers is requested on the PNP order.

4. Limitations of Service

4.1. Telephone numbers can be ported only within Bledsoe rate centers or rate districts, which ever is a smaller geographic area, as approved by the State Commission. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within thirty (30) days or such other timeframe as the Parties may agree, either Party may invoke the dispute resolution procedures under this Agreement.

4.2. Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

4.3. The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

5. NP Queries

5.1. The N-1 carrier (N carrier is the responsible Party for terminating call to the end user) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

5.2. If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. Bledsoe will perform LNP Query Service for LEVEL 3 pursuant to the terms and conditions set forth in National Exchange Carrier Association (NECA) Tariff FCC No. 5. LEVEL 3 will perform N-1 responsibilities on the same terms as Bledsoe provides for in its applicable tariff.

5.3. A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each Party will be at the rate set forth in Bledsoe's tariff.

5.4. Both Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

6. Pricing

6.1. The price of PNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which Bledsoe is a concurring carrier.

6.2. Other than standard Service Order charges for processing Local Service Requests (LSRs) as specified below, the Parties agree not to charge each other, or any of the other Party's end users for the provisioning or conversion of ported telephone numbers during regular working hours. To the extent LEVEL 3 requests porting to be performed outside of Bledsoe's regular working hours, or the work requires Bledsoe technicians or project managers to work outside of regular working hours, additional time and material charges shall apply.

Local Service Order:

Initial	\$20.00 per order
Supplemental	\$ 5.00 per order

Additional Labor – each half hour or fraction thereof:

Overtime per employee	\$34.97 per ½ hour
Premium Time per employee (weekends and holidays)	\$46.63 per ½ hour

APPENDIX B
Point of Interconnection (POI)

All traffic as defined in this Agreement shall flow over a single trunk group between Bledsoe Telephone Cooperative and Level 3. The mutually agreed upon Point of Interconnection (POI) between LEVEL 3 and Bledsoe Telephone Cooperative are described below.

BLEDSON TELEPHONE COOPERATIVE, INC				
EXCHANGE	CLLI	NPA/NXX	MEET POINT	MP V&H
Pikeville	PKVLTNXADSO	423/ 447	AT&T (Bellsouth) OCN 5185 and Bledsoe OCN 0554 meet point as specified in FCC #4 for Pikeville to Chattanooga BP route.	V-6982 H -2394
Fall Creek Falls	FCFLT NXADSO	423/ 881		
Nine Mile	NNMLT NXADSO	423/ 533		
College Station	CLSTT NXADSO	423/ 554		
Dunlap	DNLPT NXADSO	423/ 949		

LEVEL 3				
EXCHANGE	CLLI	NPA/NXX	MEET POINT	MP V&H
Chattanooga	CHTGTNNSX0X	423/208	AT&T (Bellsouth) OCN 5185 and Bledsoe OCN 0554 meet point as specified in FCC #4 for Pikeville to Chattanooga BP route.	V-6982 H -2394

2009

Bledsoe Telephone Cooperative, Inc.

Disaster Recovery Plan

for

**Competitive Local Exchange Carriers and Other
Competitive Entities (CLECS)**

Disaster Recovery Procedures

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General CLEC Disaster Recovery Procedures

1.0 Purpose

In the unlikely event of a disaster occurring that affects Bledsoe Telephone Cooperative, Inc.'s (BTC) long-term ability to deliver traffic to a Competitive Local Exchange Carrier or other competitive entity (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 Single Point of Contact

When a problem is experienced, regardless of the severity, the BTC Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BTC's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BTC's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BTC's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BTC Network Management Center in Pikeville, Tennessee is 423-447-6815.

3.0 Identifying the Problem

During the early stages of problem detection, the NMC will be able to tell which CLEC's are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BTC equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the BTC NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

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For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 Site Control

In the total loss of building use scenario, what likely exists will be a completely destroyed building and equipment. This total loss will contain many components, which could be dangerous. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the buildings. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

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If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 Environmental Concerns

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in the telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 The Emergency Control Center (ECC)

The ECC is located in the BTC's Operation Building in Pikeville, Tennessee. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions.

In the past, the ECC has been involved with restoration activities resulting from ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

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During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means are available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 Recovery Procedures

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BTC will proceed with restoration is whether or not BTC's equipment is incapacitated. Regardless of whose equipment is out of service, BTC will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC Outage

For a problem limited to one CLEC (or a building with multiple CLECs), BTC has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BTC can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BTC having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BTC's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BTC Outage

Because BTC's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BTC equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BTC's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted.

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If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BTC's equipment. Shortly after a disaster, the NMC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BTC loses a Central Office, the ECC will:

- a) place specialists and emergency equipment on notice;
- b) inventory the damaged to determine what equipment and/or functions are lost;
- c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BTC loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) place specialists and emergency equipment on notice;
- b) inventory the damaged to determine what equipment and/or functions are lost;
- c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

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- e) redirect as much traffic as possible to the alternative access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BTC loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) placing specialists and emergency equipment on notice;
- b) inventorying the damaged to determine what equipment and/or functions are lost;
- c) moving containerized emergency equipment to the stricken area, if necessary;
- d) reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) restoring service to CLECs and other customers. If necessary, BTC will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 Combined Outage (CLEC and BTC Equipment)

In some instances, a disaster may impact BTC's equipment as well as the CLEC's. This situation will be handled in much the same way as described in section 5.2.3. Since BTC and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 Identification Procedures

During the restoration of service after a disaster, BTC may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BTC may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

General CLEC Disaster Recovery Procedures

7.0 Acronyms

BTC -	Bledsoe Telephone Cooperative, Inc.
CO -	Central Office (BTC)
DS3 -	Facility that carries 28 Tls (672 circuits)
ECC -	Emergency Control Center (BTC)
CLEC -	Competitive Local Exchange Carrier
NMC -	Network Management Center
SWC -	Serving Wire Center (BTC switch)
Tl	Facility that carries 24 circuits