

J. Russell Farrar
William N. Bates
Kristin Ellis Berexa
Teresa Reall Ricks
Mary Byrd Ferrara*
Robyn Beale Williams
Jennifer Orr Locklin
Keith F. Blue
Heather C. Stewart
Derrick A. Free
Deanna L. Cooper
Beth L. Frazer
Jeffrey M. Cranford
Brandt M. McMillan
Rachel N. Morrison**
John C. Lyell

LAW OFFICES
Farrar
&
Bates, L.L.P.

Phone 615.254.3060
Fax 615.254.9835

211 Seventh Avenue North
Suite 500
Nashville, TN 37219
fblaw@farrar-bates.com

Of Counsel
H. LaDon Baltimore
Kim G. Adkins

October 2, 2009

* Also licensed in KY
** Also licensed in NM

Filed electronically in Docket office

on 10/2/09. Assigned Docket No. 09-00159

Chairman Sara Kyle
c/o Sharla Dillon, Dockets & Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37242-0505

**Filed electronically with the Tennessee
Regulatory Authority**

RE: Petition For Approval of the Memorandum of Understanding
Regarding Operating Terms and Conditions Negotiated By Ben Lomand
Rural Telephone Cooperative, Inc., Ben Lomand Communications, LLC,
Volunteer First Services, LLC, and Cricket Communications, Inc.
Pursuant To Sections 251 and 252 of the Telecommunications Act of 1996

Dear Chairman Kyle:

Enclosed for filing are the original and four (4) copies of the Petition for Approval of the Memorandum of Understanding Regarding Operating Terms and Conditions Negotiated By Ben Lomand Rural Telephone Cooperative, Inc., Ben Lomand Communications, LLC, First Volunteer Services, LLC and Crickett Communications, Inc. Pursuant To Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by the parties and is consistent with the standards for approval. The parties respectfully request expedited approval.

Ben Lomand Rural Telephone Cooperative, Inc. is a telephone cooperative as defined in Tenn. Code Ann. § 65-29-102. As such, Ben Lomand Rural Telephone Cooperative, Inc. is not a public utility regulated by the Authority. Tenn. Code Ann. § 65-4-101(6)(E) specifically excludes cooperative organizations, associations, or corporations from the definition of a "public utility" regulated by the Authority. Tenn. Code Ann. § 65-29-130 limits Authority jurisdiction over telephone cooperatives to boundary disputes and sales and purchases of operating telephone properties. None of these issues is present in this matter.

By filing this petition, Ben Lomand Rural Telephone Cooperative, Inc. seeks, out of an abundance of caution and reading of the federal law, Authority approval of the agreement only as required by federal law. Section 252(e)(1) of the Telecommunications Act of 1996 requires approval of interconnection agreements by the state commission (in

Tennessee, the Authority). While the Authority does not have jurisdiction over Ben Lomand Rural Telephone Cooperative, Inc., it appears that federal law requires approval of negotiated interconnection agreements.

Ben Lomand Rural Telephone Cooperative, Inc., by filing the petition in this docket, in no way waives its right to assert any defense available to it, including subject matter and personal jurisdiction in this docket or in any other docket.

The parties respectfully request that the Petition and Agreement be filed, reviewed and considered for approval as expeditiously as possible.

A check in the amount of \$50.00 in payment of the filing fee is enclosed.

Sincerely,

A handwritten signature in black ink that reads "H. LaDon Baltimore". The signature is written in a cursive, flowing style.

H. LaDon Baltimore
*Counsel for Ben Lomand Rural
Telephone Cooperative, Inc.,
Ben Lomand Communications, LLC
and Volunteer First Services, Inc.*

LDB/skm

Enclosures

cc: Levoy Knowles, CEO, Ben Lomand Rural Telephone Cooperative, Inc.
Crickett Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

IN RE:

APPROVAL OF THE MEMORANDUM OF
UNDERSTANDING REGARDING OPERATING TERMS
AND CONDITIONS NEGOTIATED BY BEN LOMAND
RURAL TELEPHONE COOPERATIVE, INC., BEN
LOMAND COMMUNICATIONS, LLC , VOLUNTEER
FIRST SERVICES, LLC AND CRICKET
COMMUNICATIONS, INC.,
A DELAWARE CORPORATION PURSUANT TO
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. _____

PETITION FOR EXPEDITED APPROVAL OF THE MEMORANDUM
OF UNDERSTANDING REGARDING OPERATING
TERMS AND CONDITIONS NEGOTIATED
BY BEN LOMAND RURAL TELEPHONE COOPERATIVE, INC.,
BEN LOMAND COMMUNICATIONS, LLC
VOLUNTEER FIRST SERVICES, LLC AND CRICKET
COMMUNICATIONS, INC. A DELAWARE CORPORATION
PURSUANT TO SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

Ben Lomand Rural Telephone Cooperative, Inc. and its wholly owned affiliates Ben Lomand Communications, LLC and Volunteer First Services, LLC (collectively, "Ben Lomand") and Cricket Communications, Inc., a Delaware Corporation ("CRICKET") respectfully file this request with the Tennessee Regulatory Authority ("TRA") for expedited approval of the attached Memorandum of Understanding Regarding Operating Terms and Conditions ("Agreement"). The Agreement was negotiated between Ben Lomand and CRICKET pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("Act"). The Agreement provides for the local exchange of

telecommunications traffic between their networks. Ben Lomand and CRICKET, therefore respectfully request that the TRA act within the 90 days specified by the Act and approve the Agreement.

The Parties

1. Ben Lomand Rural Telephone Cooperative is a telephone cooperative as defined in Tenn. Code Ann. §65-29-102 and serves customers in the Tennessee counties of White, Warren, Van Buren, Grundy, and portions of Franklin, Coffee, and Bedford.
2. Ben Lomand Communications, LLC, and Volunteer First Services, LLC, wholly owned affiliates of Ben Lomand Rural Telephone Cooperative, Inc., are competing Telecommunications Service Providers, authorized by the TRA to provide statewide facilities-based local exchange and interexchange services.
3. CRICKET is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in Tennessee.

The Agreement

4. Ben Lomand and CRICKET have successfully negotiated the agreement for the interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference. A copy of Ben Lomand's Disaster Recovery Plan is also attached.
5. Ben Lomand and CRICKET have entered into this Agreement pursuant to Sections 251(b)(5) and 252(a) of the Act.
6. Pursuant to Section 252(a) of the Act, Ben Lomand and CRICKET are submitting their agreement to the TRA for its consideration and approval.

Compliance With the Act

7. First, as required under Section 252(e)(2)(A)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by

the Agreement and remain free to negotiate independently with Ben Lomand pursuant to Section 252 of the Act.


8. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required under Section 252(e)(2)(A)(ii) of the Act.

Approval of the Agreement

9. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement within 90 days of its submission. The Act provides that the TRA may reject the Agreement only if it finds the Agreement or any portion thereof discriminates against a telecommunication carrier not a party to the Agreement or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience, and necessity.
10. Petitioners aver the Agreement is consistent with the standards for approval.
11. Petitioners respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 2nd day of October, 2009.

Respectfully submitted,



H. LaDon Baltimore, BPR #3836
FARRAR & BATES, LLP
211 Seventh Avenue North, Suite 420
Nashville, TN 37219
(615) 254-3060
(615) 254-9835 FAX
Counsel for Ben Lomand Rural Telephone
Cooperative, Inc., Ben Lomand
Communications, LLC and
Volunteer First Services, LLC

Certificate of Service

The undersigned hereby certifies that on this the 2nd day of October, 2009, a true and correct copy of the foregoing has been forwarded via first class U.S. Mail, hand delivery, overnight delivery, electronic transmission, or facsimile transmission to the following:

Cricket Communications, Inc.

5887 Copley Drive

San Diego, CA 92111

H. Loder Baltimore

MEMORANDUM OF UNDERSTANDING REGARDING
MINIMUM OPERATING TERMS AND CONDITIONS

This constitutes the Minimum Operating Terms and Conditions by and between Cricket Communications, Inc., a Delaware Corporation ("CRICKET") and Ben Lomand Rural Telephone Cooperative, Inc. ("Ben Lomand Tel") and its wholly owned affiliates Ben Lomand Communications, LLC ("BLC") and Volunteer First Services, LLC ("VolFirst") (Ben Lomand Tel, BLC and VolFirst are collectively referred to as "Ben Lomand"). It is the intent of the parties for these minimum terms and conditions to apply on an interim basis effective August 1, 2009, (the "Effective Date"), pending the negotiation and filing of a definitive interconnection and reciprocal compensation agreement in a manner consistent with the procedures set forth in 47 U.S.C. § 252.

1. The parties agree that the Minimum Operating Terms and Conditions will be incorporated into voluntary interconnection and reciprocal compensation agreements negotiated in accordance with 47 U.S.C. 252(a).
2. The parties agree that the terms and conditions of the definitive interconnection and reciprocal compensation agreements will incorporate the terms set forth in item Nos. 3-11.

The parties' mutual agreement to implement direct interconnection trunks pursuant to this item, is completely voluntary and based on the parties' mutual compromise.

3. 3(a) CRICKET has agreed to establish direct interconnection of its network at a meet point in Ben Lomand Tel's McMinnville Rural, TN rate center. Within ninety (90) days of execution of this Agreement, CRICKET agrees to augment the capacity of such direct interconnection facilities in order that it may transport and terminate all of its traffic destined to Ben Lomand Tel over such direct connection facilities. Ben Lomand Tel and CRICKET each agree to accept one hundred percent (100%) of the responsibility to deliver its originated traffic to and receive the other party's originated traffic from such meet point.

3(b) Within ninety (90) days of execution of this Agreement, CRICKET and BLC agree to establish direct interconnection of their networks at a meet point in Ben Lomand Tel's McMinnville Rural, TN rate center. Once established, CRICKET agrees to route its mobile-to-land traffic destined to BLC over such direct interconnection facilities. CRICKET and BLC each agree to accept one hundred percent (100%) of the responsibility to deliver its originated traffic to and receive the other party's originated traffic from such meet point.

4. Ben Lomand Tel will route land-to-mobile calls to CRICKET's NPA-NXXs associated with local or EAS rate centers over the established direct connection facilities described in item No. 3(a) above. Once established, BLC and VolFirst will route land-to-mobile calls to CRICKET's NPA-NXXs associated with local or EAS rate centers over the established direct connection facilities described in item No. 3(b) above.

5. Once the direct interconnection facilities described in item Nos. 3(a) and 3(b) above have been augmented or established, as appropriate, Ben Lomand Tel, BLC, VolFirst and CRICKET will route their originated traffic to the other party indirectly only in the event that the direct interconnection facilities are out of service, have insufficient capacity, or are otherwise unavailable. In the event that the facilities have insufficient capacity, the parties agree to work expeditiously and consistent with industry practice to establish additional facilities.
6. Notwithstanding item Nos. 3, 4, and 5 above, each party agrees that it will perform local number portability ("LNP") database queries on its originated traffic prior to routing any of its originated traffic over direct interconnection facilities, and will only route traffic over direct interconnection facilities to the extent the local routing number ("LRN") returned from such queries belongs to the terminating party.
7. Ben Lomand Tel shall include CRICKET's NPA-NXXs associated with local or EAS rate centers, as well as calls to locally rated numbers that have ported to CRICKET, in Ben Lomand Tel's local calling scope during the term of this interim agreement and the definitive interconnection and reciprocal compensation agreement. BLC and VolFirst shall each include CRICKET's NPA-NXXs associated with each of their respective local or EAS rate centers, as well as calls to locally rated numbers that have ported to CRICKET, in BLC's and VolFirst's respective local calling scope during the term of this interim agreement and the definitive interconnection and reciprocal compensation agreement.
8. To the extent mobile-to-land traffic is delivered indirectly, Ben Lomand shall bill CRICKET, and CRICKET shall pay Ben Lomand, based upon the billing records Ben Lomand receives from BellSouth. To the extent land-to-mobile traffic is delivered indirectly, or until such time as the direct interconnection facilities described in items Nos. 3 and 4 above have been augmented or established, as appropriate, CRICKET shall bill Ben Lomand, and Ben Lomand shall pay CRICKET, based on a traffic factor of 64/36 (64% mobile-originated, 36% land-originated) applied to usage billed by Ben Lomand.
9. To the extent land-to-mobile traffic and mobile-to-land traffic is delivered over direct interconnection facilities the terminating carrier will bill the originating carrier for the measured minutes of use ("MOUs").
10. The rate for reciprocal compensation shall be \$0.010 per MOU. Ben Lomand Tel, BLC, VolFirst and CRICKET agree that no additional charges will apply to usage CRICKET delivers to BLC or VolFirst for traffic subject to reciprocal compensation pursuant to Sec. 251(b)(5) of the Communications Act. BLC, VolFirst and CRICKET agree that the rate for reciprocal compensation shall be subject to prospective adjustment to any lower rate CRICKET obtains in a negotiated or arbitrated agreement with the incumbent LEC in the markets in which BLC competes.
11. The percentage of traffic estimated to be Inter-MTA is 3%, split 50-50 between interstate and intrastate jurisdictions, during the term of this interim agreement.
12. Ben Lomand and CRICKET will compensate each other at the reciprocal compensation rate for traffic exchanged subsequent to the Effective Date of these Minimum Operating Terms and Conditions. The Parties have executed this Interim Agreement in conjunction with the execution

of a Settlement Agreement and Mutual Release which addresses the agreement of the parties with respect to the finalization of payments for reciprocal compensation prior to the Effective Date.

13. Both parties acknowledge that these Minimum Operating Terms and Conditions have been reached on a voluntary basis, as the result of negotiations, and in consideration of the current facilities, volume of traffic exchanged and rate negotiated by the parties pursuant to section 252(a) of the Telecommunications Act of 1996. Each of the items of these Minimum Operating Terms and Conditions is legitimately related to each other item, and is non-severable.

IN WITNESS WHEREOF, the parties hereto have caused these Minimum Operating Terms and Conditions to be executed as of ____ September, 2009.

CRICKET COMMUNICATIONS, INC.
A DELAWARE CORPORATION

By: [Signature]
Name: Don Grant
Title: Sr Dir of IC

**BEN LOMAND RURAL TELEPHONE
COOPERATIVE, INC.**
BEN LOMAND COMMUNICATIONS, LLC
VOLUNTEER FIRST SERVICES, LLC

By: [Signature]
Name: Levoy Knowles
Title: CEO/Chief Mgr.

Ben Lomand Telephone Cooperative, Inc.

Disaster Recovery Planning

for

CLECS

Disaster Recovery Procedures

<u>Contents</u>	<u>Page</u>
1.0 Purpose.....	3
2.0 Single Point of Contact.....	3
3.0 Identifying the Problem	3
3.1 Site Control.....	4
3.2 Environmental Concerns.....	5
4.0 The Emergency Control Center.....	6
5.0 Recovery Procedures.....	6
5.1 CLEC Outage.....	7
5.2 BLTC Outage.....	7
5.3 Combined Outage (CLEC and BLTC Equipment).....	10
6.0 T1 Identification Procedures.....	10
7.0 Acronyms.....	11

General CLEC Disaster Recovery Procedures

1.0 Purpose

In the unlikely event of a disaster occurring that affects Ben Lomand Telephone Cooperative, Inc.'s (BLTC) long-term ability to deliver traffic to a Competitive Local Exchange Carrier (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 BLTC Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BLTC'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.

BLTC'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 BLTC'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 BLTC Network Management Center in McMinnville is 1-800-974-7779.

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, BLTC 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 BLTC 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.

General CLEC Disaster Recovery Procedures

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 martial 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.)

General CLEC Disaster Recovery Procedures

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 BLTC's Operation Building in McMinnville, 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.

General CLEC Disaster Recovery Procedures

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 BLTC will proceed with restoration is whether or not BLTC's equipment is incapacitated. Regardless of who's equipment is out of service, BLTC 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), BLTC has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BLTC can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BLTC having concurrence from the affected CLECs.

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

5.2 BLTC Outage

Because BLTC's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BLTC 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 BLTC'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.

General CLEC Disaster Recovery Procedures

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 BLTC'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 BLTC 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 BLTC 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 BLTC 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 BLTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

General CLEC Disaster Recovery Procedures

- 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 BLTC 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 BLTC in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) restoring service to CLECs and other customers. If necessary, BLTC 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 BLTC Equipment)

In some instances, a disaster may impact BLTC'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 BLTC 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, BLTC 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, BLTC 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

BLTC	-	Ben Lomand Telephone Cooperative, Inc.
CO	-	Central Office (BLTC)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BLTC)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BLTC switch)
T1	-	Facility that carries 24 circuits