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March 25, 2013

VIA ELECTRONIC AND OVERNIGHT MAIL

Chairman, Tennessee Regulatory Authority
c/o Sharla Dillon, Dockets and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Petition for Approval of a ICC VoIP Amendment to the Interconnection Agreement between CenturyTel of Claiborne, Inc. d/b/a CenturyLink, CenturyTel of Adamsville, Inc. d/b/a CenturyLink, CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Telephone
Docket No. 12-00022 13- 00048

Dear Ms. Dillon:

Enclosed for filing please find an original and four (4) copies of the Petition for Approval of an ICC VoIP Amendment to the Interconnection Agreement ("Amendment") between CenturyTel of Claiborne, Inc. d/b/a CenturyLink, CenturyTel of Adamsville, Inc. d/b/a CenturyLink, CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink (collectively "CenturyLink") and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Telephone. CenturyLink has filed this petition electronically. This letter is the required follow-up to that filing. CenturyLink is not aware of any provision in this Amendment that may be inconsistent with any previous Authority decisions in proceedings to which CenturyLink was a party.

Also enclosed is a check in the amount of \$100.00 for the filing fees for each company. Please contact me if you have any questions.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Sue Benedek", written over a horizontal line.

Sue Benedek

ZEB/jrh
enclosures

cc: Beth O'Donnell (on behalf of Comcast Digital Phone)

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

In Re:)	
)	
Petition for Approval of a ICC-VoIP Amendment)	
the Interconnection Agreement between)	Docket No. 12-00029
CenturyTel of Claiborne, Inc. d/b/a CenturyLink,)	
CenturyTel of Adamsville, Inc. d/b/a CenturyLink,)	
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a)	
CenturyLink and Comcast Phone of Tennessee,)	
LLC d/b/a Comcast Digital Telephone)	

**PETITION FOR APPROVAL OF AN VOIP AMENDMENT TO THE
INTERCONNECTION AGREEMENT CENTURYTEL OF CLAIBORNE, INC. D/B/A
CENTURYLINK, CENTURYTEL OF ADAMSVILLE, INC. D/B/A CENTURYLINK,
CENTURYTEL OF OOLTEWAH-COLLEGEDALE, INC. D/B/A CENTURYLINK**

CenturyTel of Claiborne, Inc. d/b/a CenturyLink, CenturyTel of Adamsville, Inc. d/b/a CenturyLink, CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink (collectively "CenturyLink") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of an ICC VoIP Amendment to the Interconnection Agreement (the "Amendment") negotiated between CenturyLink and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone ("Comcast Digital") under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of its petition, CenturyLink states the following:

1. CenturyLink and Comcast Digital have successfully negotiated the Amendment which provides an amendment to the May 8, 2012 Interconnection Agreement in light of the FCC's *ICC/USF Order*.¹ A copy of the Amendment is attached to this petition and incorporated in this document and attached as Attachment A. A copy of the Disaster Recovery Plan

¹ *In the Matter of Developing a Unified Intercarrier Compensation Regime*, FCC Docket No. 01-92 (Order effective July 1, 2012).

applicable to this Agreement is appended hereto at Attachment B. Both Attachment A and Attachment B are incorporated herein by reference.

2. Under 47 U.S.C. § 252(e) CenturyLink submits the Amendment to the Authority for its review and approval.

3. 47 U.S.C. § 252(e) provides that the Authority may either approve or reject the Agreement negotiated between the parties within 90 days of its submission for approval. The Act further provides that the Authority may only reject a negotiated amendment if it finds the amendment or any portion of the agreement 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. CenturyLink affirms that the amendment meets the standards for approval.

5. Further, as required by 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, CenturyLink will make the terms and conditions of the entire Amendment available to any other requesting carrier.

WHEREFORE, CenturyLink respectfully requests that the Tennessee Regulatory Authority approve the Amendment negotiated by the parties.

Respectfully submitted this 25th of March, 2013



Zsuzsanna E. Benedek, Esquire
CenturyTel of Claiborne, Inc. d/b/a CenturyLink,
CenturyTel of Adamsville, Inc. d/b/a CenturyLink,
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a
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**ICC VoIP Amendment
to the Interconnection Agreement between
CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne
CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale
and
Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone**

This Amendment ("Amendment") is to the Interconnection Agreement between CenturyTel of Claiborne, Inc. d/b/a CenturyLink, CenturyTel of Adamsville, Inc. d/b/a CenturyLink, and CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink ("CenturyLink"), and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone ("CLEC") (each a Party and, collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Tennessee, that was approved by the Commission on May 8, 2012 in Docket 12-00029; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime* ("FCC Order" or "Order"), issued an order that, in part, affects the Parties rights and obligations with respect to the exchange, including compensation, of VoIP-PSTN traffic, as that term is defined in the Order, and revised call signaling rules effective December 29, 2011; and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order with the terms and conditions contained herein.

AGREEMENT

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

Amendment Terms

The Agreement is hereby amended by replacing and adding terms, conditions, and rate references as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change of law language, the Parties agree to implement the provisions of this Amendment effective as of December 29, 2011.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Reservation of Rights

The Parties disagree about the interpretation and implications of certain aspects of the FCC Order, including but not limited to the need to amend the Interconnection Agreement to implement the VoIP PSTN intercarrier compensation rates established by the FCC in the Order. Further neither Party waives, but instead expressly reserves, any rights, remedies or arguments it may have with respect to interpretation and implementation of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order clarifying or addressing the matters covered by this Amendment. Once the FCC issues such an order, the Parties agree to comply with the FCC order and amend the Agreement, if necessary. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment before all relevant forums, and the terms of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters, outside the context of this Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters, nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Comcast Phone of Tennessee, LLC
d/b/a Comcast Digital Phone**

**CenturyTel of Claiborne, Inc. d/b/a
CenturyLink Claiborne
CenturyTel of Adamsville, Inc. d/b/a
CenturyLink Adamsville
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a
CenturyLink Ooltewah-Collegedale**

DocuSigned by:
Michael Clancy
Signature

Michael Clancy
Name Printed/Typed

VP Carrier Management
Title

1/2/2013
Date

05E9FC68BD57454...
L T Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

1/3/2013
Date

Attachment 1**ICC Voice over Internet Protocol (VoIP) Amendment**

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of, and intercarrier compensation for, VoIP-PSTN Traffic and call signaling rules for all traffic exchanged between the Parties over Local Interconnection Trunks.

Article II: DEFINITIONS

2.64 “IntraLATA Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs or Price Lists, but within the same Local Access and Transport Area. IntraLATA Toll VoIP-PSTN Traffic shall be considered to be “IntraLATA Toll Traffic” as such term is used in the Agreement.

2.76 “Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs or Price Lists, and shall be considered to be “Local Traffic” as such term is used in the Agreement.

2.135 “VoIP-PSTN Traffic” includes any traffic previously referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic exchanged between CenturyLink’s network and the CLEC’s network in Time Division Multiplexing (“TDM”) format and that originates from and/or terminates to a Party’s End User in Internet Protocol (“IP”) format, as determined in the Order.

Article IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

3.3.2.8.4 Notwithstanding the foregoing, IntraLATA Toll VoIP-PSTN Traffic and IntraLATA Toll Traffic which is not routed to an IXC may be exchanged on the same trunk groups carrying Local Traffic and ISP Bound Traffic.

4.2.10 VoIP-PSTN Traffic

4.2.10.1 Local VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to

establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

4.2.10.2 IntraLATA Toll VoIP-PSTN Traffic

4.2.10.2.1 CLEC and CenturyLink will exchange IntraLATA Toll VoIP-PSTN Traffic including any IntraLATA Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem at each Party's terminating interstate access rates. Any non-Local Traffic which is not IntraLATA Toll VoIP-PSTN Traffic or IntraLATA Toll Traffic shall be routed on trunk groups in accordance with Section 3.3.2.8 in Article IV. VoIP-PSTN Traffic will be identified as IntraLATA Toll VoIP-PSTN Traffic, Local Traffic or ISP-Bound Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for IntraLATA Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

4.2.10.2.2 IntraLATA Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor in Article VII: Pricing to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as IntraLATA Toll VoIP-PSTN Traffic subject to terminating interstate access rates. The Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rates.

4.2.10.2.3 The Contract-PVU factor shall be the percentage of total terminating non-Local Traffic exchanged over the Local Interconnection Trunks which is IntraLATA Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU factor, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the percent of the CLEC's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

4.2.10.2.4 The Contract-PVU factor established by the Parties for the previous sections of 4.2.10.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and such Contract-PVU factor shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

4.2.10.3 CenturyLink shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all IntraLATA Toll VoIP-PSTN Traffic on an automated basis. Using the factor agreed upon pursuant to this amendment the Parties agree that CLEC may dispute its usage billing for intrastate access charges on IntraLATA Toll VoIP-PSTN Traffic. If CLEC does dispute invoices for this purpose, it will pay the interstate access rate on such traffic consistent with application of the Contract-PVU factor on a timely basis according to the terms of the Agreement and will submit its dispute with respect to such intrastate access charges separately from any other usage billing disputes that CLEC might assert. The issuance of quarterly billing adjustments by CenturyLink to apply interstate access rates to all IntraLATA Toll VoIP-PSTN Traffic will resolve any open disputes submitted consistent with this paragraph. CLEC shall file a separate dispute if CLEC disputes the three month adjustment.

4.3.5 Each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN), as appropriate, and called party number, etc.), as required by Applicable Rules and further clarified by the FCC Order, to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be correctly populated and unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and, if MF signaling is used by the CLEC then the ChN must be included in the ANI field if different from the CPN.

4.4.2 The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding ISP-Bound Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic excluding ISP-Bound Traffic, either Party may notify the other Party, with ninety (90) days advance written notice, to cancel the Bill-and-Keep Arrangement for such Local Traffic, excluding ISP-Bound Traffic. Upon receipt of such notice to cancel the Bill-and-Keep arrangement, the Parties will negotiate an amendment to this Agreement under applicable law reflecting the reciprocal compensation arrangement to be assessed by each Party for terminating Local Traffic. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the dispute resolution section of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill-and-Keep Arrangement by mutual agreement.

Article VII: PRICING

III. IntraLATA Toll VoIP-PSTN

A.	IntraLATA Toll VoIP-PSTN Traffic	Each Party's Interstate Access Tariff
B.	VoIP Percent of Intrastate Non-Local Usage (Contract-PVU)	100%

DISASTER RECOVERY

1. PURPOSE

- 1.1. In the unlikely event of a disaster occurring that affects CenturyLink's 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.
- 1.2. 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.
- 1.3. This document will cover the basic recovery procedures that would apply to every CLEC.

2. IDENTIFYING THE PROBLEM

- 2.1. During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; CenturyLink equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.
- 2.2. Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the CenturyLink NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.
- 2.3. The service centers will also be impacted by a disaster situation, and separate measures for their recovery are included as well.

3. SITE CONTROL

- 3.1. In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components, which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. 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.
- 3.2. During this time, the majority owner of the building should be arranging for a 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.
- 3.3. 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.
- 3.4. An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and 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 building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

- 3.5. 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 the priority of placements.
- 3.6. 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.)
- 3.7. 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 and other possible options available.

4. ENVIRONMENTAL CONCERNS

- 4.1. 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.
- 4.2. Items to be concerned with in a large central office building could include:
 - 4.2.1. Emergency engine fuel supply. Damage to standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
 - 4.2.2. 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.
 - 4.2.3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
 - 4.2.4. Mercury and other regulated compounds resident in telephone equipment.
 - 4.2.5. Other compounds produced by the fire or heat.
- 4.3. 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.
- 4.4. 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.
- 4.5. In a less severe disaster, items above are more defined and can be addressed individually depending on the damage.
- 4.6. In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

5. EMERGENCY RESTORATION PLAN FOR CSO ORGANIZATION

- 5.1. Introduction. This plan provides a basic organizational structure and defines areas of

responsibility for a wide range of disasters. It is intended to allow and encourage maximum organizational flexibility in responding to all potential disasters. The organization outlined here includes only those people who normally would support the Service Center operations.

5.2. General Information.

- 5.2.1. As soon as it is determined that an emergency situation exists, the Service Center Manager will hold a meeting with the Local Assessment Team and make plans for placing the Disaster Recovery Plan into effect.
- 5.2.2. The assessment team's areas of responsibilities will be determined and assigned by the Service Center Manager.
- 5.2.3. As soon as practical, the Service Center Manager will use all means available for alerting the personnel who will be needed to make the assessment, keeping in mind that the assessment should be completed as soon as possible after an emergency occurrence.
- 5.2.4. After personnel report, the Service Center Manager, or his designated representative, will provide the necessary information to begin the damage assessments.
- 5.2.5. It is most important that the Service Center Manager ensure that the assessment team is properly instructed and keeps in mind CenturyLink's safety practices and abides by them while securing center assessment information.

6. EMERGENCY RESTORATION

- 6.1. In the event an emergency situation develops, or is in the process of developing, the Service Center Manager will hold a meeting with the Local Assessment team to place the Disaster Recovery Plan into operation.
- 6.2. Local Service Center Assessment Team
 - ♦ Service Center Manager
 - ♦ Manager-Buildings/Grounds
 - ♦ Security Manager
 - ♦ Information Services Manager
 - ♦ Manager Safety /Risk/Loss
 - ♦ Public Relations Manager
- 6.3. Agenda for Meeting. The Local Assessment Team should review the following subjects and take action as necessary to expedite the restoration of service.
 - ♦ Departments affected
 - ♦ AC power failures
 - ♦ LAN Connectivity
 - ♦ Communication System Assessment
 - ♦ Working Conditions (weather, delays, etc.)

- ♦ Work force requirements (forces on the job, in transit, etc.)
- ♦ Extra Forces needed
- ♦ Contractors needed
- ♦ Restoration schedules – temporary/permanent
- ♦ Equipment requirements
- ♦ General review of responsibilities
- ♦ Secure from Decision Support work order number

7. EMERGENCY RESTORATION PRIORITY

7.1. The priority for restoration will be established at the time of the emergency or disaster, as conditions dictate. The following are considerations for restoration in order of priority:

- ♦ Assignment
- ♦ Remote Entry
- ♦ CLEC

8. WORK DISTRIBUTION RECOMMENDATION

Scottsbluff, Nebraska - All work can be routed to Jefferson City, Missouri.

Jefferson City, Missouri - All work can be routed to Carlisle.

Carlisle, Pennsylvania - All work can be routed to Jefferson City, Missouri

Fayetteville, North Carolina -

Remote Entry for Companies "O" & "C" to Winter Garden.

Remote Entry for Company "S" to Carlisle.

Assignment for Company "C" to Las Vegas

Assignment for Company "S" to Ft. Myers

Assignment for Company "O" to Jefferson City

CLEC to Ft. Myers

Las Vegas, Nevada

Remote Entry to Winter Garden and Carlisle

Assignment to Fayetteville, Ft. Myers, and Jefferson City

CLEC to Fayetteville

Winter Garden, Florida

Remote entry to Jefferson City, Carlisle, and Fayetteville

Ft. Myers, Florida

Assignment to Las Vegas, Jefferson City, Carlisle, and Fayetteville

CLEC to Las Vegas and Fayetteville

Note: The techs will call directly to the 800 number of the receiving center. This will also help with work distribution.

9. **EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER**

9.1. The Disaster Recovery Management Team is comprised of internal and external personnel responsible for maintaining and executing the plan. The Plan addresses both short and long term disaster but is flexible enough to resolve less severe disruptions. The nature of the disruption typically indicates the specific resources needed for recovery. Therefore, the resources utilized by the Recovery Team are directly related to the extent of the damage caused by the event.

9.2. The primary responsibilities of the Disaster Recovery Management Team are to:

9.2.1. Accomplish rapid and efficient recovery of the network and application systems at the primary and alternate site locations.

9.2.2. Manage recovery and non-recovery activities to protect vital NOC functions until normal operations are resumed.

9.2.3. Conduct streamlined reporting of recovery progress from the recovery team level upward to Executive Management and downward to affected personnel.

9.3. The Disaster Recovery Management Team consists of:

9.3.1. NOC Director

The NOC Director manages the recovery and restoration effort, reporting recovery and progress and problems to Executive Management. All individual groups within the NOC function under this supervision throughout the recovery and restoration. Managers of the groups report recovery status directly to the NOC Director.

In a non-disaster mode the Director assumes the role in ensuring that the Plan is properly documented, maintained and tested in order to ensure that a state of readiness always exists sufficient to respond to any level of disaster. Functional management groups operating under this direction are:

- ♦ Technical Assistance
- ♦ Special Services
- ♦ Scheduling and Administration
- ♦ Surveillance
- ♦ Corporate Communications (Public Relations)

9.3.2. Manager of Special Services

9.3.3. Manager of Technical Assistance

9.3.4. Manager of Surveillance

9.3.5. Manager of Scheduling & Administration

9.4. All leadership positions on the Recovery Team are required to have an alternate person to assume their position in the case they are not available at the time of the disaster and

subsequent recovery.

10. RECOVERY PROCEDURES

- 10.1. The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how CenturyLink will proceed with restoration is whether or not CenturyLink's equipment is incapacitated. Regardless of whose equipment is out of service, CenturyLink 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.

10.2. CLEC OUTAGE

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

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

10.3. CENTURYLINK OUTAGE

Because CenturyLink's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged CenturyLink equipment is different. The outage will probably impact a number of Carriers simultaneously.

A disaster involving any of CenturyLink'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 Center (SWC). Traffic from the entire area to those Carriers served from that switch would also be impacted. 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 NOC would be the first group to observe a problem involving CenturyLink's equipment. Shortly after a disaster, the NOC 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.

10.3.1. Loss of a Central Office. When CenturyLink loses a Central Office, the NOC will:

- ✦ Place specialists and emergency equipment on notice.
- ✦ Inventory the damage to determine what equipment and/or functions are lost,
- ✦ Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- ✦ Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and CenturyLink in a nondiscriminatory manner in accordance with SNEP-TSP guidelines, and
- ✦ Begin restoring service to CLECs and other customers

- 10.3.2. Loss of a Central Office with Serving Wire Center Functions. The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.
- 10.3.3. Loss of a Central Office with Tandem Functions. When CenturyLink loses a Central Office building that serves as an Access Tandem and as a SWC, the NOC will:
- ✦ Place specialists and emergency equipment on notice;
 - ✦ Inventory the damage to determine what equipment and/or functions are lost.
 - ✦ Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
 - ✦ Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and an CenturyLink in a nondiscriminatory manner in accordance with NSEP-TSP guidelines, and
 - ✦ Redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC.
 - ✦ 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.)
 - ✦ Begin restoring service to CLECs and other customers.
- 10.3.4. Loss of a Facility Hub. In the event that CenturyLink loses a facility hub, the recovery process is much the same as above. The recovery effort will include:
- ✦ Placing specialists and emergency equipment on notice;
 - ✦ Inventorying the damage to determine what equipment and/or functions are lost;
 - ✦ Moving containerized emergency equipment to the stricken area, if necessary;
 - ✦ Reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and CenturyLink in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
 - ✦ Restoring service to CLECs and other customers. If necessary, CenturyLink 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.

10.4. COMBINED OUTAGE (CLEC AND CENTURYLINK EQUIPMENT)

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

10.5. ALTERNATIVE BUILDING

In preparation for an extended outage, each Service Center Manager to identify with Land & Buildings an alternate company location that could be converted to a temporary service center. This space would not be occupied or furnished in advance but would be equipped with LAN and telephone connections. Alternate space will accommodate:

- ✦ Work stations
- ✦ Computers
- ✦ Telephones
- ✦ LAN Connections

11. T1 IDENTIFICATION PROCEDURES

- 11.1. During the restoration of service after a disaster, CenturyLink 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, CenturyLink 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.

12. ACRONYMS

CO	Central Office (CenturyLink)
DS3	Facility that carries 28 T1s (672 circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
SWC	Serving Wire Center (CenturyLink switch)
T1	Facility that carries 24 circuits