Exhibit No. _____
Issues: Entrance Facility Charges,
Dark Fiber Ordering,
Performance Measures
Witness: R. Matthew Kohly
Sponsoring Party: Socket Telecom
Case No. TC-2020-0333
May 29, 2020

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,	)	
	)	
Complainant,	)	
	)	
v.	)	**File No. TC-2020-0333**
	)	
CenturyTel of Missouri, LLC dba CenturyLink	)	
	)	
Respondent.	)	

DIRECT TESTIMONY OF

R. MATTHEW KOHLY ON BEHALF OF

SOCKET TELECOM, LLC

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DIRECT TESTIMONY OF

MATTHEW KOHLY ON BEHALF OF SOCKET TELECOM, LLC

Q. Please state your name and address.

A. My name is R. Matthew Kohly. My business address is 2703 Clark Lane, Columbia MO 65202

Q. By whom are you employed and what are your responsibilities?

A. I am employed by Socket Telecom, LLC ("Socket") as Director – Telecommunications Carrier and Government Relations. In this position, I am responsible for Socket's relationship with other telecommunications carriers as well as regulatory issues. In addition, I work closely with Socket's operational units to implement and maintain the provisions of the many contracts, including interconnection arrangements, that Socket operates under.

Q. Please describe your educational background.

A. I have completed a Master of Science in Agricultural and Applied Economics from the University of Missouri – Columbia, as well as a Bachelor of Science in Business Administration also from the University of Missouri.

Q. What is your prior work experience?

A. Prior to joining Socket, I was employed by AT&T Corporation from 1998 through 2004 in AT&T's Law and Government Affairs Department as State Regulatory Manager and, later, as State Director. In that position I was responsible for the development and

implementation of AT&T's regulatory and legislative policies and activities in Missouri. My responsibilities also included providing support for AT&T's entries into various segments of the local exchange market. I also participated in regulatory proceedings, including arbitration proceedings dealing with local interconnection, costing, universal service, access charges, and Section 271 compliance.

From 1995 to 1998, I was employed at the Missouri Public Service Commission as a Regulatory Economist in the Telecommunications Department and, later, on the Commission's Advisory Staff. While in the Telecommunications Department, I assisted in developing Staff's position on issues related to costing, local interconnection and resale, universal service, and tariff issues. While serving on the Arbitration Advisory Staff, I advised the Commission on issues arising from mediation and arbitration proceedings filed pursuant to the 1996 Federal Telecommunications Act ("Act" or "TA96").

Q. Have you previously testified before State Public Utility Commissions?

A. Yes. I have filed written testimony and/or testified before the Missouri Public Service Commission, other State Commissions, and the Federal Communications Commission.

Q. Can you describe the company that you are representing?

A. Socket is a facilities-based competitive local exchange carrier and interexchange carrier. At present Socket primarily operates in exchanges served by AT&T or CenturyLink, in both its legacy CenturyTel and Embarq service areas. Socket provides voice and data services to business and residential customers primarily in rural areas of the state. In providing these services, Socket uses its own switching facilities combined with its own

fiber-optic network and transport and loops leased from other companies. Socket also provides video and internet services.

Q. Can you provide some background on the CenturyLink entity that is Party to this case?

A. Yes. The CenturyLink entity involved in this proceeding is CenturyTel of Missouri, LLC ("CTEL"). Socket is also involved in the dispute resolution process with another CenturyLink entity, Embarq Missouri, Inc. ("EQ"), with CTEL collectively referred to as ("CLINK"). Each is a wholly owned subsidiary of CenturyLink, Inc. Each entity obtained its franchise territory by purchasing assets from existing incumbent local exchange carriers ("ILEC"). From a regulatory perspective, these two entities are considered two separate ILECs. Because of that, Socket has separate interconnection agreements and separate interconnection arrangements with each of them.

Q. **What has been your involvement with CLINK entities?**

A. I have represented Socket in most carrier to carrier interactions with them such as the arbitration or adoption of interconnection agreements ("ICA"), regulatory matters, establishing interconnection arrangements, establishing collocation arrangements, obtaining dark fiber, addressing escalated billing and network issues, and other related matters.

Q. What governs the business relationship between CTEL and Socket?

A. The parties operate under an Interconnection Agreement ("ICA") that was arbitrated and approved before the Commission in 2006 in Case No. TO-2006-0299. The ICA was

amended in 2009 in Case No. TK-2009-0296 and then again in 2009 in Case No. CK-2010-0157. Lastly, the ICA was amended in 2016 in Case No. TK-2016-0341. The 1CA and the amendments are still in effect pursuant to Article III, Section 2. The portions of the 1CA which pertain directly to my testimony are attached hereto as Schedules Kohly 1A thru Kohly 1D.

Q. **What is the purpose of your testimony?**

A. The purpose of my testimony is to address three disputes we currently have with CLINK. Those three disputes are:

1. CTEL's inappropriate assessment of Entrance Facility Charges on Socket's interconnection trunks; CTEL is claiming Socket owes approximately $140,000 for these facilities and continues to bill Socket $3,475 per month. (Testimony p. 5).
2. CLINK's failure to follow the dark fiber inquiry process (Testimony p. 28)
3. CTEL's refusal to pay Remedy Charges for its failure to meet the performance requirements of Performance Metrics (Testimony p.42)

I will address each of these separately.

Q. What is the first issue you will address?

A. I will address CTEL's inappropriate and illegal change in billing for long established interconnection arrangements. Eleven (11) years after the arrangements were established, CTEL began to assess Entrance Facility charges on Socket's interconnection trunks used to carry voice calls on facilities interconnecting Socket's and CTEL's networks. This is

not allowed under the ICA between Socket and CTEL or the arrangements agreed upon by the parties and is plainly illogical. It is important to note that this was only a billing change. No physical change occurred to the network interconnection arrangements between the companies to prompt this change in billing. It is also important to note that Socket never ordered Entrance Facilities.

Q. Since Socket established interconnection with CTEL in Wentzville, Columbia, and Branson, have CTEL's building addresses as noted by the physical addresses and CLLI codes identifying the buildings changed.

A. No.

Q. Were charges for facilities or trunks from where Socket's or those of a third-party met CTEL's facilities ever discussed

A. No.

Q. What is the purpose of telecommunications carriers interconnecting their networks.

A. It allows them to directly exchange voice calls between their customers for the mutual benefit of both telecommunications carriers.

Q. Were you involved in the discussions between Socket and CTEL regarding the interconnection arrangements at issue in this complaint?

A. I was directly involved in the discussions between the two companies that established the interconnection arrangements in the Columbia and Branson locations. I was not involved in the initial interconnection arrangement involving the Wentzville location. However, I was involved in discussions about later augments to that interconnection arrangement and with establishing our collocation arrangements in the Wentzville and other area central

offices. With an augment, the same interconnection structure is retained. It is simply supplemented to add additional capacity by adding additional facilities and trunks.

Q. Were entrance facilities or charges for entrance facilities ever discussed?

A. No.

Q. Can you describe the dispute process and how it got to this point?

A. On November 3, 2017, more than eleven years after the ICA was approved and initial interconnection arrangements were made, Socket received an email notification stating that CTEL would begin billing Socket for entrance facilities on Billing Account Numbers ("BAN") 978T121S3 and BAN 9784T021S3. It also indicated that CTEL would back bill one-year Socket for charges for these entrance facilities as well. A copy of that Letter is attached as Kohly – Schedule 2. Shortly after that, CTEL began billing Socket for 34 DS1 Entrance Facilities going into three Central Offices and back billed Socket one-year for those charges. Consistent with the billing dispute process set out in the ICA, Socket disputed those charges and there was some discussion during which Socket asked about CTEL's basis for the charges, but nothing was resolved and the disputes were denied by CTEL.

After the billing disputes were denied, I submitted an Informal Dispute under Section 3. Paragraph 18.0 of the ICA to escalate the dispute on December 6, 2018. Under this process, CTEL is supposed to respond within 10 days and both parties are supposed to appoint a knowledgeable, responsible, and empowered representative who can meet and negotiate in good faith to resolve this dispute. In my letter informing CTEL of the

dispute, I told them I would be that person. A copy of that Notice of Dispute is attached as Kohly – Schedule 3. The only responses I received from CTEL were ones telling me they would respond in the future. This is a violation of the Dispute Resolution provisions of the ICA and shows their general disregard for these requirements of the ICA. Copies of the e-mail responses are attached as Kohly – Schedule 4.

On October 7, 2019, Socket received a letter stating CTEL would suspend all ordering activity and begin a disconnection process because of the disputed balances. This is not allowed under the ICA and, again, shows their general disregard for the requirements of the ICA.

We were able to persuade them not to proceed with disconnection. The Parties have discussed this matter since then with no success in settling the matter.

Q. Has CTEL provided the basis for their billing change and the reasoning behind it since you submitted the Informal Dispute?

A. No. I have not received a clear explanation of the reasoning behind the change. Prior to a call to discuss the issue, I asked the CTEL representative, Jeff Nodland, who I was working with on the dispute after receiving the October 7, 2019 letter, to provide a written explanation of the basis for why CTEL is assessing UNE Entrance Facility charges on Socket's Interconnection Trunks. My reasoning was that would it make the call more productive. I received the following response in an e-mail from Jeff Nodland attached as Kohly – Schedule 5.

> We are discussing internally, but the core of CenturyLink's position is that the charges are for facilities provided on Socket's side of the POI and thus are

> appropriate. I can see if there is something more in responding to your communication, but that is the core obligation. I don't think anything in the ICA requires a written position statement, did you believe that obligation exists? Thanks, I appreciate it.

As I will explain later, this reasoning makes no sense under the ICA because it would have CTEL billing Socket for Socket facilities on Socket's side of the POI. On the subsequent call with Nodland, myself and Tony Lana, he stated that the companies see things differently and will have to let the lawyers sort it out.

Q. Can you provide an overview of why Sockct disputes these charges?

A. While I will discuss each of the three locations where CTEL is billing Socket for Entrance Facilities for Interconnection Trunks, I think it is important to have a general understanding of how carriers interconnect their networks and the difference between facilities and trunks and also where and how the decision is made to interconnect their networks.

Under an ICA where two parties interconnect their networks for the purposes of exchanging voice calls, the two parties physically connect their networks with **facilities**. Where the parties' two networks physically connect is called the Point of Interconnection ("POI") There are a number of different ways they can do that but the important point is that the POI is where the two networks physically connect.

Next, the parties then establish trunks or trunk groups for routing calls between their customers over the interconnected facilities using their central office electronic equipment.

These trunks or trunk groups are not facilities. They are simply logical paths that route various types of calls in paths across the interconnection facilities. They can be one-way and carry calls in only one direction between carriers or they can be two-way and carry calls in both directions between carriers. They can be separate trunk groups that carry only local calls on one trunk group and other jurisdictions of calls such as intraLATA long distance calls on another trunk group. They can also be arranged to carry calls to specific wirecenters or locations on one carrier's side of the POI.

A good analogy is that the interconnection facility is like a physical road and trunks are the painted lane stripes that direct the vehicles where to drive. Trunks direct calls on certain routes just as lanes do with vehicles. Also, like lanes, trunks groups can be changed to move traffic to different destinations or expanded and contracted to account for changes in traffic volume without having to make any changes to the underlying physical facility. Trunks and lanes are simply logical paths that route traffic and they are not a physical facility.

For those that have been in Mid-Missouri a while and remember when there was only one bridge at Jefferson City connecting Cole and Callaway counties that provides a very good illustration. The physical facility that connected the two counties was the bridge with the equivalent of the POI being where the county boundaries met. Over that facility, were three lanes. One with traffic going from Callaway County into Cole County, one with traffic going from Cole County into Callaway County, and one in which the flow of traffic changed as needed. Regardless of the direction of traffic or what entity may have

changed the direction of traffic by dictating the routing on that lane, the physical facility, the bridge, and the point where the county boundaries met did not change.

That is the same as calls routing across a network POI. The two parties connect their network at a physical location. Then, one party will order trunks to direct calls to specific locations. In doing so, the party ordering the trunks has to identify a location on its network for one end of the trunk and a location on the other carrier's network for the trunk to terminate to complete the call path so that calls will be routed properly.

Q. Does the ICA make a distinction between facilities and trunking?

A. Yes. The ICA makes a clear distinction between facilities and trunks. In Article V: Interconnection and Transport and Termination of Traffic, there are completely separate sections addressing interconnection and those addressing trunking. The sections addressing interconnection are Section 2.0 - Interconnection Requests, Section 3.0 - Interconnection, Transport, and Termination of Traffic, Section 4.0 - Requirements for Establishing Points of Interconnection ("POIs"), and Section 6.0 - Interconnection Methods. Trunking requirements are addressed separately in Section 11.0 - Trunking

Q. How does the ICA address each party's financial responsibility for its interconnection facilities and trunking?

A. That is addressed in several places. Article V. Section 8.1 addresses each party's responsibility between the parties by stating, "Each Party is responsible for bringing its facilities and trunks to the POI." In addition, Article V. Section 11.1.5 states, "Consistent with Section 8.1, each Party will be responsible for the expenses associated with its own

portion of the trunking on its own side of the Point of Interconnection." These two sections make it clear that each party is responsible for its cost of bringing its facilities and trunks to the POI. This is supported by the Direct Testimony of Calvin Simshaw testifying on behalf of CTEL in Case No. TO-2006-0299, which is the arbitration case that led to this ICA. In that Case, Mr. Simshaw stated,

> The parties no longer disagree on the proper apportionment of responsibility of trunking and facilities on each side of the POI. As noted above, the parties agree that each party should be responsible for the costs and facilities on its side of the POI.[1]"

His testimony is attached as Schedule 6. Clearly, facilities and trunks are separate items and each party is responsible for its costs of bringing those separate items to the POI. Socket provides its facilities and the associated trunking on its side of the POI, either through ownership or lease with third parties.

Q, Are there any other trunking requirements?

A. While there a quite a few others, one that is applicable is that Section 11.1.1.2.5 calls for trunking to be mutually agreed upon by the parties. Socket never agreed to facility charges on trunks on facilities on its side of the POI.

Q. Specific to Entrance Facilities, can you explain what an Entrance Facility is and how it applies to this dispute?

An Entrance Facility is a specific form of a Dedicated Transport. As the name suggests, an Entrance Facility is defined as:

[1] Case No. TO-2006-0299, Direct Testimony of Calvin Simshaw, pg. 35.

> An entrance to a building for both public and private network service cables (including antennas) including the entrance point at the building wall and continuing into the entrance room or space. Entrance facilities are often used to house electrical protection and connecting hardware for the transition between outdoor and indoor cabling"[2].

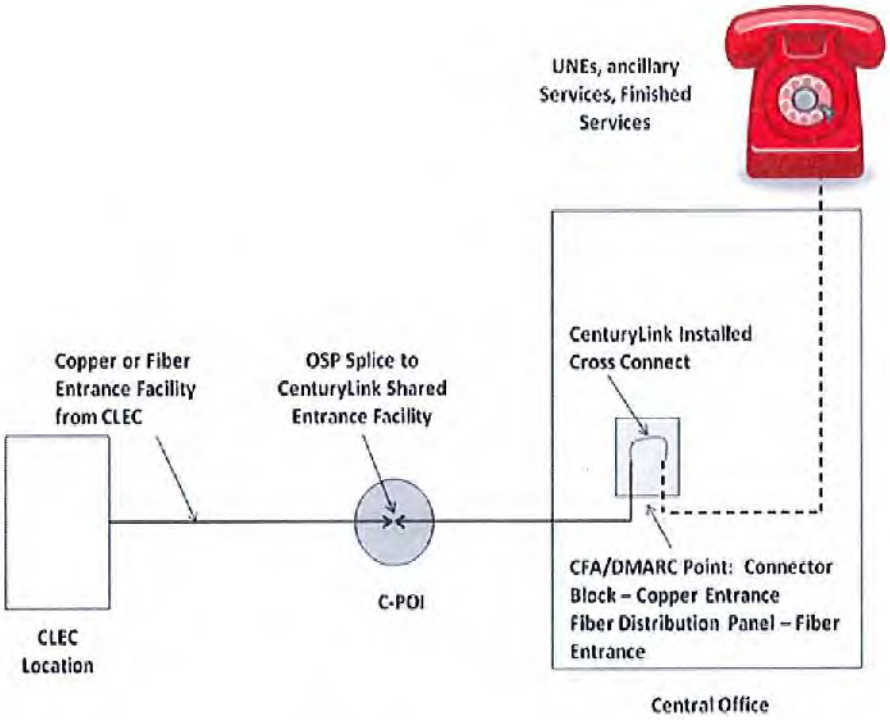
In other words, it is a physical cable facility that runs from a point in a wire center or telephone exchange that is outside of the central office and goes from the exterior of a central office to the interior of a central office and physically connects two networks.

Q. Does CTEL provide any information on the purpose of an Entrance Facility?

A. CTEL provides documentation on a product called Facility Connection (FC) Collocation. This product allows a CLEC to access Unbundled Network Elements (UNEs), Ancillary Services, and Finished Services without collocating in the actual Central Office by using an Entrance Facility in order to connect from the CLEC's location outside of the CTEL Central Office and enter into the CTEL Central Office[3]. It does not say this product can be used for Interconnection. Below is the product image that can be found on CTEL's website -

https://www.centurylink.com/wholesale/pcat/facconcollo.html

[2] Newton's Telecom Dictionary
[3] https://www.centurylink.com/wholesale/pcat/facconcollo.html



CTEL thus describes an Entrance Facility as a physical facility running from a point in a wire center or telephone exchange that is outside of the central office going from the exterior of a central office to the interior of a central office and physically connecting two networks.

Q. How is this relevant to this dispute?

A. Since even their own specifications consider an entrance facility to be a physical facility that they own running from a point in a wire center or telephone exchange that is outside of the central office going from the exterior of a central office to the interior of a central office and physically connecting two networks, it makes no sense for them to try to assess Entrance Facility charges on interconnection trunks on Socket's facilities on its side of the POI. Socket provides the facilities that go into CTEL's central office, CTEL does not.

Q. In every instance where CTEL is billing Socket for an Entrance Facility, are Socket's facilities, or those of a third party located within CTEL's wire center office.

A. With the exception of Branson, that is the case. This means the Entrance Facility rate elements could not possibly be applicable because Socket's interconnection facilities are located within the CTEL's wire center office.

In the case of Branson, where facilities are located in a Point of Presence owned by a third-party, the Entrance Facility rate element is also not applicable because CTEL owns the facility connecting its facilities to Socket's at the location of the third-party. By definition, the POI is where is Socket's owned or facilities leased from a third-party connect to facilities owned by CTEL. The Entrance Facility rate element cannot be applicable.

Q. Can you describe the general process Socket and CTEL used to discuss and agree on how and where to establish a POI?

A. The parties would meet via conference call to discuss where the POI would be located. This is discussed at the exchange level such as which wire center building or other location where CTEL had facilities where the parties could interconnect for the mutual exchange of traffic It was never discussed at a level specific to a switch or other piece of equipment. Entrance facilities were never discussed.

Once the POI location was agreed upon, the parties would then discuss what trunks needed to be put in place and where those trunks would direct calls to specific wire center, the size of the trunk groups, and whether the trunks would be one-way to two-way. This was also discussed at the office level. Again, nothing was discussed about the

trunks going to specific switching equipment and Socket being charged for entrance facilities. Entrance Facilities were never discussed.

Q. How defined was the process Socket and CTEL used when establishing POIs and deciding what trunks to establish.

A. At the time Socket began establishing interconnection with CTEL, there was really not a well-defined process and there was little documentation on their part because CTEL had not really worked with CLEC's establishing local interconnection and certainly not in Missouri.

Q. Do you have an example of their lack of documentation or defined processes?

A. Yes. Attached as Schedule 7 is an early POI and trunk form submitted for interconnection discussions for Columbia. This form was created by John Dupuy, a Socket former co-owner and employee of Socket, on an Excel spreadsheet. The Interconnection and Trunking form was created by Socket because CTEL did not have one. After having worked with Southwestern Bell, now AT&T, and their defined processes and procedures, CTEL's lack of those processes and procedures was quite surprising.

The fact that Socket created the early forms for documenting the network interconnection and trunking is evident by an email from John Dupuy to George L. Carney, CTEL's area manager at that time. The e-mail is Schedule - 8. In that email, John Dupuy defines Interconnection and Trunking form as being created by Socket and asks CTEL if they would like the form to be in a different format.

Q. Was Interconnection and Trunking separated at this time?

A. Yes. Looking at the form used for establishing interconnection, the POI is CLMAMOXAQMD, which is identified as the POI and has a separate section for the trunks that were established.

Q. Did other ILECs have such undefined processes or have the CLEC created forms for trunk forecasting or interconnection.

A. No. Both Southwestern Bell now AT&T and Sprint, later Embarq and now part of CLINK, had defined processes that clearly separated local interconnection from other ordering types and separated trunking obligations from interconnection obligations. In some cases when working with CTEL, there were situations where Socket's employees had to tell CTEL how Socket interacted with Southwestern Bell and suggested CTEL follow that process.

Q Are AT&T or Legacy EQ charging Socket for entrance facilities for interconnection trunks or interconnection facilities?

A. No.

Q. In CTEL's response to Socket's complaint, CTEL calls their failure to previously charge Socket for entrance facilities a billing error. Do you have a response?

A. To come back after 16 years in some cases and change billing practices under the guise of a billing error because of the way Socket placed certain orders using instructions provided by CTEL with no mention of Entrance Facilities under the undefined defined processes or procedures in place at the time is almost fraudulent and certainly not valid.

Q. Can you please explain each situation in which CTEL is billing Socket Entrance Facilities Charges?

A. Yes. CTEL is billing Socket entrance facilities charges in three different Central Offices. Each is configured differently so I will explain each one.

First is in the Columbia Central Office where Socket is collocated and interconnected with CTEL. In this office, Socket has a caged collocation arrangement, which is space in the central office leased by Socket to house its central office network equipment in a caged facility. In addition to space, Socket purchased cable facilities and leased space and cable terminations from CenturyLink to connect its network to CTEL's network. The facilities connecting Socket's collocated equipment to CTEL's network provide for interconnection and allow Socket to access unbundled network elements.

Here, CTEL is billing Socket for 18 DS1 Entrance Facilities with the circuit IDs matching 18 DS1 interconnection trunks. These interconnection trunks are provisioned on two DS3 facilities that connect Socket's collocation arrangement to CTEL's network. These DS3 provide for interconnection and also allow Socket to access unbundled network elements.

Socket purchased the cable material from CTEL, CTEL placed the cabling from Socket's collocation location to CTEL's network, and then CTEL terminated the cable to its network. As set out In Article 6.1.1.1 – Interconnection Methods- Physical Collocation

> In instances where Physical Collocation is the Interconnection Method, the POI shall be where Socket's collocation cable facilities (or those of a third-party) physically connect to CenturyTel termination equipment. This shall be identified by the Circuit Facilities Address (CFA) provided by Socket.

Where those facilities terminate to CTEL's equipment is the POI. These facilities are on Socket's side of the POI, are Socket's facilities, and are not CTEL's.

Q. Can you detail the Interconnection Facilities Purchased from CTEL in this arrangement?

A. The collocation and related cable facilities that connect to CTEL's network are leased out of CTEL's collocation tariff P.S.C. Mo. No. 42. Copies of the pertinent tariff pages are attached as Kohly – Schedule 9. The specific rate elements Socket ordered were as follows:

Cable Termination Non- Recurring Rate Element is defined in Section 15.1. (J) as -

> The Cable Termination charge is applied per cable or fiber optic patch cord terminated and is designed to recover the labor cost of terminating the transmission cable or fiber optic patch cord from the collocation or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Cable Material Non-Recurring Charge is defined in Section 15.1 (U) as –

> The CLEC has the option of providing its own cable or the Company, may at the CLECs request provide the necessary transmission and power cables. If the Company provides these cables, the applicable Cable Material Charge will be applied.

Socket paid these charges which included the cost of DS3 facility cables and termination of those cables that carry the DS1 interconnection trunks for which CTEL is now trying to collect Entrance Facility charges.

In addition, Socket continues to pay Recurring Charges for the facility terminations and the space the cable facilities use. These are the following rate elements.

Facility Termination - is defined in Section 15.2 (J) –

> This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

Cable Rack Space – Metallic is defined in Section 15.2. (G) –

> The Cable Rack Space-Metallic charge is applied for each DS0, DS1, and DS3 cable run. This charge is designed to recover the space utilization cost that the CLEC's metallic cable occupies within the Company's cable rack system.

These two charges are for the space the facilities occupy in the rack system that runs from Socket's collocation to the facility where Socket's Cable Material is terminated and for the cost of the termination of Socket's cable on CTEL's network. These charges include charges for the two DS3 facilities carrying the interconnection trunks at issue here.

As illogical as it sounds, CTEL is trying to assess Entrance Facility charges on interconnection trunks that are provisioned on facilities that Socket owns and which it continues to pay for the space those facilities occupy in CenturyTel's Central Office.

In addition to the charges listed above, when this collocation was established, Socket paid a number of other non-recurring rate elements for the cost of pulling its own fiber-optic cable from outside of the Central Office to its collocation. It continues to pay monthly recurring charges for space that Socket's cabling occupies.

Q. Under the description of this arrangement, is Socket permitted to obtain facilities from CTEL in order access the POI?

A. No. In instances where interconnection is done under Article V., Section 6.1.1 - Interconnection where Physical Collocation is the Interconnection Method, it only

permits Socket to use its own facilities or that of a third party. It does not permit Socket to use facilities of CTEL. This is another reason Socket cannot be leasing Entrance Facilities from CTEL.

Q. Why would this method of intereonnection only allow Socket to use its own facilities or those of a third-party?

A. It makes perfect sense. If Socket were to use facilities obtained from CTEL, Socket would have to physically connect to those facilities on at least one end. By doing that, that would become the POI because it would be a physical connection between Socket and CTEL.

Q. The definition of POI states that Socket will provide the Circuit Facility Address (CFA) to identify the POI. Can you explain what that is and did Socket provide one?

A. The term CFA is not a defined term under the ICA. In interconnection discussions with CTEL it was always the location where the collocation facilities of Socket terminated on CTEL's facilities. When Socket collocated in a CTEL central office, the specific locations where Socket's facilities terminate on the main distribution frame would have been provided to Socket by CTEL since CTEL was the one terminating the facilities on its own equipment and needed to know where to terminate the facilities for that specific order. When ordering the DS3 facility, Socket would provide an Access Customer Terminal Location ("ACTL") specifying the CLLI code of the collocation arrangement the DS3 facility was coming out of and the Cross Connect Equipment Assignment ("CCEA") field would specify the location on CTEL's main distribution frame where the facility would be terminated. A CLLI is a Common Language Location Identifier code

which is a standard coding system used in the telecommunications industry to identify locations of sites, equipment, etc.

In the case of the Columbia interconnection, the CLLI code identified the collocation as CLMAMOXAH25, which is Socket's collocation arrangement.

On trunk forecasts used when establishing interconnection arrangements and maintaining them, the forecast form identified the POI in a field labeled "ACTL/POI". The ACTL/POI is defined as, "This field identifies the CLLI Code of the Terminal Location / POI of the Carrier providing the Local Service." For the Columbia interconnection, the field identified the ACTL\POI "CLMAMOXAQMD". The Local Exchange Routing Guide ("LERG") identifies CLMAMOXAQMD as Socket's. A copy of a forecast identifying the POI for the Columbia interconnection is attached as Kohly – Schedule 10. CTEL's ordering system known as EASE, identified CLMAMOXAQMD as "MESSAGE TRUNK POI SOCKET TELECOM, LLC. SOCKET TELECOM, LLC. (KET) POI" The EASE interface can be found at https://ease.centurylink.com/ClientTools/ReferenceTableChanges_ReadOnly.do: The location of the interconnection point is consistent with the Interconnection and Trunking Form identified in Schedule 8 and identifies the point where Socket's facilities connect to CTELs.

Again, it is important to remember that all discussions about where to establish a POI were done at a higher level such as the location of the central office or, in the case of Branson, the location of the LightCore office. It was not discussed at the level of a

specific piece of equipment. That is relevant during the ordering process but not during the discussions of where the POI was to be established. Instead, it was discussed at the central office or other location where CTEL had facilities.

Q. In the price quote for this collocation arrangement, were Entrance Facilities included in the price quote?

A. No. All facilities purchased under the price quote were included in the quote and agreed to by Socket. No entrance facilities were included. A copy of that quote is attached as Schedule 11.

Q. When the interconnection arrangement was established, was there any discussion of Entrance Facility Charges?

A. None.

Q. Can you please explain the second interconnection arrangement where CTEL is assessing entrance facility charges on Socket's interconnection trunks.

A. Yes. That would be Branson. This is a different type of arrangement than Columbia. In Branson, the parties established a POI at a third-party facility outside of CTEL's Branson Central Office where Socket purchases facilities from that third-party, which is LightCore. This POI is located at the LightCore Point of Presence ("POP"). This method of Interconnection is governed by Article V. Section 6.1.4 - Socket Self-Provision and/or Leasing of Facilities from a Third Party. As stated in the Article V, Section 6.1.4.2,

> The POI shall be the point where the facilities of Socket (of those of a third party) physically connect to the facilities of CenturyTel.

As explained earlier, each party is responsible for the cost of bringing its own facilities and trunks to its side of the POI. Schedule Kohly - 12 is the document that was exchanged between the parties at the time this interconnection was originally established that shows the arrangement. This clearly shows the POI as being at the LightCore POP with CTEL responsible for the trunks and facilities from the LightCore POP back to its central office. In 2007, Socket augmented the capacity of this interconnection arrangement and ordered a second DS-3 to this same location using the same network design. Schedule 13 is the Letter of Authorization/Circuit Facility Address form provided by LightCore for this second DS-3 facility. This shows where LightCore's facilities terminate and where CTEL's equipment interconnected with Socket's leased facilities. This would be the POI for this DS-3.

CTEL is erroneously billing Socket for trunks that are on Socket's side of the POI, which is the connection at the LightCore POP. As stated in Section 8.1, "Each Party is responsible for bringing its facilities and trunks to the POI." These charges are clearly in error.

Q. Under the description of this arrangement, is Socket permitted to obtain facilities from CTEL in order access the POI?

A. No. In instances where Physical Collocation is the Interconnection Method, it only permits Socket to use its own facilities or that of a third party. It does not permit Socket to use facilities of CTEL. This is another reason Socket cannot be leasing Entrance Facilities from CTEL.

Q. Why would this method of interconnection only allow Socket to use its own facilities or those of a third-party?

A. If Socket were to use facilities obtained from CTEL, Socket would have to physically connect to those facilities on at least one end. By doing that, that would become the POI because it would be a physical connection between Socket and CTEL.

Q. When the interconnection arrangement was established, was there any discussion of Entrance Facility Charges?

A. None.

Q. Can you describe the last office where CTEL is erroneously billing Socket for Entrance Facilities on interconnection trunks on Socket's side of the POI.

A. The last office where this is occurring is Wentzville where CTEL is billing Socket for 8 DS-1 Entrance Facilities on circuit IDs matching 8 DS-1 interconnection trunks. In Wentzville, similar to the Branson interconnection arrangement, Socket is interconnected via a third-party facility. Different than Branson, this third-party facility is located in CTEL's central office where Socket is leasing a DS-3 from LightCore. However, the interconnection arrangement is governed by the same ICA provision - Article V. Section 6.1.4 - Socket Self-Provision and/or Leasing of Facilities from a Third Party which states:

> The POI shall the point where the facilities of Socket (of those a third party) physically connect to the facilities of CenturyTel.

The attached Schedule 14 is the 2011 LATA 520 Legacy CT Interconnection Forecast--Socket Telecom. It identifies the CLEC ACTL\POI CLLI as WNVLMOXAN03. This CLLI code identifies the facilities of the third-party provider, which in this case is Digital Teleport. Digital Teleport became LightCore before being acquired by CLINK. It is now

an affiliate of CTEL and a third party. This is supporting by CTEL's ordering system known as EASE. This can be found at https://ease.centurylink.com/ClientTools/ReferenceTableChanges_ReadOnly.do:

CTEL is erroneously billing Socket for trunks that would be on Socket's side of the POI, which is where LightCore's facilities are terminated and CTEL's facilities connect to LightCore's Facilities. As stated in Section 8.1, "Each Party is responsible for bringing its facilities and trunks to the POI." These charges are clearly in error.

Q. Under the description of this arrangement, is Socket permitted to obtain facilities from CTEL in order access the POI?

A. No. In instances where Physical Collocation is the Interconnection Method, it only permits Socket to use its own facilities or that of a third party. It does not permit Socket to use facilities of CTEL. This is another reason Socket cannot be leasing Entrance Facilities from CTEL.

Q. Why would this method of interconnection only allow Socket to use its own facilities or those of a third-party?

A. If Socket were to use facilities obtained from CTEL, Socket would have to physically connect to those facilities on at least one end. By doing that, that would become the POI because it would be a physical connection between Socket and CTEL.

Q. Going back to Mr. Nodland's explanation of CTEL's reasoning behind charging Socket for Entrance Facilities where he stated, "the core of CenturyLink's position is that the charges are for facilities provided on Socket's side of the POI and thus are appropriate", can you now explain that is not possible under the ICA and why they are clearly wrong?

A. Yes. As I have repeatedly stated, the ICA makes it very clear that each party is responsible to establish its own facilities and trunks and bear the costs of those facilities on its side of the POI. As I have pointed to, under the ICA Article V, Section 8.1 addresses each party's responsibility regarding facilities and trunking by stating, "Each Party is responsible for bringing its facilities and trunks to the POI." In addition, Article V. Section 11.1.5 states, "Consistent with Section 8.1, each Party will be responsible for the expenses associated with its own portion of the trunking on its own side of the Point of Interconnection." These provisions were sponsored by CTEL's own witness in, Mr. Calvin Simshaw, in the arbitration proceeding that led to these ICA provisions.

The ICA does not permit CTEL to provide facilities or trunks on Socket's side of the POI. Mr. Nodland's explanation is not possible under the ICA. Here, CTEL unilaterally began charging Socket for entrance facilities on interconnection trunks. Trunking is supposed to be mutually agreed upon. In addition, CTEL ignored the dispute resolution requirements of the ICA, threatened to stop allowing Socket to order new customer facilities and to begin a disconnection process, which is not permitted under ICA. and the only explanation they provided was one that is not consistent with the ICA.

Q. Could CTEL be charging Socket for Entrance Facilities on CTEL's side of the POI?

A. No. As stated above, CTEL is responsible for the costs of facilities and trunking on its side of the POI.

Q. Can you summarize your testimony on this issue.

A. While the minutia of the ACTL and other facility address information is important, the important point is that the Entrance Facility rate element that CTEL is billing Socket for

cannot possibly be applicable. An Entrance Facility is a physical facility that is owned by CTEL that runs from the exterior of a CTEL building into the interior of a building owned by CTEL that is leased by a service provider With the exception of Branson, Socket's interconnection facilities are located within a building office owned by CTEL. In the Branson interconnection, CTEL's owned facilities connect to those of a third-party as permitted by the ICA. By definition a POI is where Socket's owned facilities or those of a third-party connect to CTEL's owned facilities. In this case, the parties agreed to interconnect their networks at location owned by a third-party.

CTEL is billing Socket for this rate element on trunks, which are not facilities. Instead, they are logical call paths that cross interconnected facilities for the purpose of exchanging traffic. The Entrance Facility, which is a facility owned by CTEL, cannot possibly be applicable to trunks, where are not facilities.

It is billing Socket for Entrance Facilities under the guise of it being a billing error. A billing error would be where two parties agree on purchasing or leasing something and then one party fails to bill it property. In this case, the Parties never discussed Entrance Facilities in any discussions regarding interconnection.

In billing Socket for Entrance Facilities as well as its handling of this dispute, CTEL has and continues to violate the ICA

Q. What is the second issue to be addressed in this proceeding?

A. It is regarding CTEL handling of dark fiber inquiries and there are two parts to it. The first is related to their overall treatment of Socket's dark fiber inquiries that does not

comply with the ICA. The second is their refusal to accept certain dark fiber inquiries and their subsequent refusal to provide dark fiber, if available, between certain wire centers they wrongly claim are ineligible.

Q. Before getting into the dispute, can you explain what dark fiber is and the process for Socket to obtain it from CTEL?

A. Dark fiber is unlit fiber-optic cable between two wire center offices that is not currently in use by CTEL. Under circumstances set out in the ICA and FCC rules explained below, Socket can lease this unused dark fiber and combine it with its own electronics to activate it to use it as dedicated transport to connect Socket's collocations in central offices. The terms and conditions for which Socket can obtain dark fiber are set out in Article VII, Section 5.0 of the ICA. A copy of that section is attached hereto as Schedule Kohly – 1C.

Under FCC rules and the ICA, dark fiber is available between wire centers unless there are specific numbers of access lines and collocated CLECs. CTEL does not have two wire centers in the same LATA that meet the access line and number of collocators requirements set by the FCC to make dark fiber requests ineligible.

Q. What is Socket required to do before ordering dark fiber?

A. Before Socket can obtain dark fiber, it must first submit a dark fiber inquiry. In this process, Socket submits an inquiry identifying the number of fibers it is requesting and the two wire centers Socket wants the dark fiber between. These wire center endpoints are referred to as the "A" and "Z" locations. This can be found at Article VII, Section 5.4.4.2 stating:

If Socket wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing Socket's specific point-to-point (A to Z) dark fiber requirements. When Socket submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Pricing Schedule.

CTEL is required to accept inquiries and respond as to whether spare dark fiber is available. The rules for making this determination are set out in Article VII, Section 5.4.2. In determining the availability of dark fiber, CTEL must review its records to determine the total quantity of fiber cables CTEL has between wire centers where Socket is requesting dark fiber. It then deducts all active fiber cables in use by it or another carrier or those pending installation, the specified number of fibers reserved for maintenance, all defective fibers, and all fibers planned for growth. Fibers planned for growth must be those documented for utilization within a 12 month-period. Any remaining fibers are considered to be spare. These spare fibers are available as dark fiber for Socket to lease. Under the ICA, this is a formal inquiry process for which Socket pays a $580.11 non-recurring fee. The specific language in the ICA is found in Article VII, Section 5.4.2 which states:

5.4.2 Determining Spare Fibers.
5.4.2.1 CenturyTel will inventory dark fibers. Spare fibers do not include the following:
5.4.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:
Cables with 24 fibers and less: two maintenance spare fibers
Cables with 36 and 48 fibers: four maintenance spare fibers
Cables with 72 and 96 fibers: eight maintenance spare fibers
Cables with 144 fibers: twelve maintenance spare fibers
Cables with 216 fibers: 18 maintenance spares
Cables with 288 fibers: 24 maintenance spares
Cables with 432 fibers: 36 maintenance spares
Cables with 864 fibers: 72 maintenance spares
5.4.3.2.2 Defective fibers. Defective Dedicated Transport Dark Fiber, if any, will be deducted from the total number of spare Dedicated Transport Dark Fiber that would otherwise be available.

5.4.2.2.1 CenturyTel growth fibers. Fibers documented as reserved by CenturyTel for utilization for growth within the 12 month–period following the carrier's request.

5.4.2.2.2 Assigned fibers. Dedicated Transport Dark Fiber with CenturyTel or other CLEC working or pending optronics installations.

5.4.3 The appropriate CenturyTel engineering organization will maintain records on each fiber optic cable for which Socket requests dark fiber.

Q. What is the definition of a "wire center"?

A. Under Article II, Section 1.132, a wire center is defined as

> Wire Center - A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are hosted.

Q. In determining the availability of Dark Fiber, does CTEL only have to review only the most direct path between the "A" and "Z" locations?

A. No. Their review must look at all paths connecting the "A" and "Z" locations. Often, wire centers are ringed, meaning they have multiple fiber paths between their locations. These paths may pass through other wire centers to reach the "A" and "Z" locations. This is why the ICA has the specific rate element called "Interoffice Pass-Thru Term. Equipment/month". This is the monthly rate element charged when the dark fiber passes through a wire center between the "A" and "Z" locations. A dark fiber inquiry requires a thorough review of engineering records because any available path is eligible.

Q. If the inquiry comes back indicating that dark fiber is available, what must Socket do in order to obtain it?

A. Before Socket can order available dark fiber, it must be collocated in the wire center at the "A" and "Z" locations. Once collocated, Socket can then place an Access Service Request ("ASR") to obtain it.

Q. Is a collocation in a wire center required prior to submitting an inquiry?

A. No. The ICA does not require a collocation prior to submitting an inquiry. Until recently, CTEL did not require it. Often times, the decision on whether to collocate in a wire center is made based upon the availability of dark fiber. Socket needs to know that dark fiber might be available prior to incurring the considerable expense of collocating. The most recent collocation arrangement Socket established with CTEL was a for a small, single rack collocation arrangement. For this arrangement, Socket paid CTEL a non-recurring fee of approximately $13,000 and pays $1,400 per month. Large collocation arrangements or ones with different configurations can cost significantly more. In addition to the amount paid to CTEL for collocation, Socket incurs the additional expense of purchasing and maintaining the network equipment installed in the rack.

Q. Why did you say "might" be available?

A. If an inquiry comes back saying that dark fiber is available, that does not reserve the dark fiber for future ordering. Socket can only obtain dark fiber if collocation arrangements are in place at the "A" and "Z" locations. If there is not one in place, we must request that a collocation be built, which takes months for CTEL to complete. During that time, the dark fiber might become unavailable for reasons under the criteria described above. It is a risk Socket has to take when relying upon dark fiber to serve a new collocation. But that risk is less than the risk of proceeding to collocate without first receiving a formal response to a dark fiber inquiry from CTEL.

Q. **Getting back to the complaint, can you explain the first part of it, that being CenturyTel's overall treatment of dark fiber inquiries?**

A. Socket had submitted a number of dark fiber inquiries in which CLINK (both CTEL and EQ) simply did not respond[4]. On others, we were told by our account representative that she checked informally and there was no dark fiber available but that we did not have to pay the inquiry fee since it was an informal inquiry. This mishandling of our inquiries led to Socket filing a Dispute on October 29, 2019 under Section 3, Paragraph 18.0 of the ICA (copy attached as Schedule Kohly - 15).

Upon receiving the Notice of Dispute, Susan Smith, our account representative, responded via e-mail (attached hereto as Schedule Kohly - 16) by saying:

> Socket never completed the dark fiber request and submitted the inquiry fees; therefore, I did an informal check only. If Socket would like to proceed with a formal inquiry you need to complete the following document found on the wholesale website and you will be charged a $580.11 inquiry fee. When a correct application ***and fee*** have been received, the formal process starts.

She then provided a link to the wholesale CLEC forms website - http://www.centurylink.com/wholesale/clec_forms.html

The dark fiber inquiry application form was the same that we had been already been using. There was no Remittance Form on the website.

Socket continued to submit dark fiber inquiries for routes between additional wire centers. Like others, there was either no response, informal review, or denial for new reasons. The new reasons for denying Socket dark fiber inquiries were CTEL starting to

[4] Regardless of which entity the inquiries are for, the process and people who process the inquiry are the same. It is my understanding that their process and systems are the same for both entities.

impose a requirement that Socket be collocated in wire centers prior to submitting a dark fiber inquiry and asserting certain offices were ineligible for dark fiber between them.

As there were new reasons CTEL denied dark fiber requests and CTEL was still not meeting the requirements of the ICA, Socket filed a second Dispute under the terms of the ICA. This Notice of Dispute identified five additional inquiries (copy attached as Schedule Kohly -17).

On December 18, 2019, the parties began negotiating the issues. I represented Socket in the negotiations. When commencing negotiations, it was clear that CLINK's representative, Jamal Boudhaouia, was not familiar with the terms of the ICA. Instead of discussing their interpretation of the ICA, he was explaining CLINK's unilateral dark fiber policy.

Regarding the dark fiber inquiries that were submitted that lead to Socket filing the second dispute, CTEL eventually responded to one dark fiber inquiry, for the route between the O'Fallon ("OFLNMOXA") and Troy ("TROYMOXA") and the reply was that a CTEL engineer reviewed one route going through multiple offices and found no dark fiber was available. Socket was provided no additional information. I questioned the completeness of the response because it only identified one path between O'Fallon and Troy. Based upon network designs I have seen with other carriers as well as our own standards, I believed there would have been multiple paths for network reliability. For that reason, I requested detail of the analysis and that request was denied. A copy of the emails regarding the results of the inquiry and denial of additional information is attached as Schedule Kohly – Schedule 18.

The four other inquiries were denied as not being valid wire centers to have dark fiber between them because Socket did not have collocations in them, and they were not wire centers. After pointing out that CLINK had listed them as wire centers on their Business Data Center Serving Wire Center list associated with the FCC's Broadband Data Services Order (copy attached as Schedule Kohly 19), they agreed ones between wire centers listed on their Business Data Center Serving Wire Center list were valid requests . However, in its complaint Socket asks the Commission to confirm that the Missouri wire centers on Schedule Kohly 19 are eligible for dark fiber orders, if dark fiber is available, so that CTEL does not change its mind later and resurrect this issue.

After negotiations, CLINK finally stated its position on what it would accept in order to process dark fiber inquiries. That was provided in an email from Susan Smith stating:

> As previously agreed upon, CenturyLink will respond to an email from Socket requesting dark fiber availability between CenturyLink BDS SWC Designated wirecenters prior to Socket establishing a collocation. Upon completion of the collocation, Socket should request an actual inquiry for dark fiber prior to submitting an order.

When asked if the informal process was different than the formal process, the response was provided in an email from Susan Smith stating:

> When responding to your email we check if any ILEC dark fiber is available less maintenance fiber. We do not check on any projected for demand or pending orders.

(Copy attached as Schedule Kohly 20). After this, CTEL processed three of the inquiries informally. One was found to have dark fiber using the informal process. That route was Rolla (ROLLMOXA) to St. Robert (STRBMOXA). The second between Rolla and Waynesville was found not to have dark fiber available using the informal process. On

the third one, the Columbia (CLMAMOXA) to Harrisburg (HRBGMOXA) route, CTEL refused to process the dark fiber inquiry, maintaining that Harrisburg (HRBGMOXA) is not a valid wire center

Q. Does Socket agree with CLINK's position stated above?

A. No. There are several flaws in it.

Q. Can you elaborate on those?

A. First, it does not follow the formal process set out the ICA. The ICA has no provision for such a limited informal process. This is something CLINK simply made up. It is another example of CLINK's disregard for the requirements of the ICA.

As to results of an inquiry, the "informal process" may possibly have a different outcome than the formal process since it does not exclude every category permissible under the ICA. As noted above, the informal process only reviews and excludes maintenance fibers from the analysis. It does not check on any fibers projected to be excluded for documented future demand or pending orders.

This could result in overstating the availability of dark fiber until the "formal" dark fiber inquiry is done. Despite being free, the fact that the informal inquiry process is more limited and could produce false positive results could have Socket making business decisions on that false information. Often, Socket makes decisions on whether and where to collocate in central offices based upon the availability of dark fiber. By possibly overstating the availability of dark fiber, Socket could be making business decisions on false information.

Also, there is no information on what is actually reviewed during the informal process and whether all routes between wire centers are actually reviewed. Without that, this could produce false negative results by understating the availability of dark fiber.

Socket is entitled to the full review process and complete information when Socket requests a dark fiber inquiry pursuant to the terms of the ICA.

Q. Can you address the requirement to establish a collocation arrangement prior being able to submit a dark fiber inquiry under the terms of the ICA?

A. There is nothing in the ICA that requires Socket to establish a collocation in both "A" and "Z" wire centers or in either location prior to submitting a dark fiber inquiry. Again, this is something simply made up recently by CTEL and previously not required.

Socket makes decisions on where to collocate, in part, based upon the availability of dark fiber. We need to know the availability of dark fiber prior to submitting collocation applications and not be required to collocate prior to submitting inquiries

Q. Can you address CTEL's requirement for payment prior to them performing the dark fiber inquiry?

A Under CTEL's stated position, it is still requiring a payment prior to processing dark fiber inquiries. Socket had previously not complained about this requirement in an effort to not delay operations. However, the process of requiring a remittance form and proof the check had been received before beginning the dark fiber inquiry makes it doubtful CTEL would be able to meet its obligation to complete the inquiry within business 10 days. It certainly delays the overall inquiry process.

It is also not required under the ICA. Instead, the ICA has billing provisions in Article III, Section 9.2 that defines the billing cycle and timelines as twenty ("20") business days. CTEL cannot just ignore these billing provisions and create its own payment requirements. Socket routinely pays CTEL monthly bills in excess of $175,000 and there is no basis for CTEL to worry about Socket paying a bill for a dark fiber inquiry fee of $580.11.

Q. **Has CTEL met its obligation to complete dark fiber inquiries within 10 days as agreed by the settlement agreement and ICA amendment approved in Case No. CK-2010-0157.**

A. No. It makes no mention of any time commitment on when the results of the inquiry would be provided to Socket. It needs to be returned within 10 days as agreed upon and required by the ICA as amended in CK-2010-0157. (See Schedule Kohly 1D).

Q. Do you agree with CTEL's assertion that Harrisburg is not a wire center?

A. No. Tony Lana, Carrier and Government Relations Supervisor with Socket submitted a dark fiber inquiry to check the availability of dark fiber between the Columbia Main ("CLMAMOXA") and the Harrisburg ("HRBXMOXA") wire center. This inquiry was denied, and the following reason was provided in an email by Susan Smith

> Tony,
>
> While we could request an inquiry fee, you should know that CenturyLink has looked at your inquiry for a dedicated transport UNE from HRBGMO to CLMAMO. HRBGMO is not a valid wire center. Federal law under the Triennial Review Remand Order ("TRRO," paragraph 234) requires you to self- certify that you have undertaken a reasonably diligent inquiry to ensure that your request is consistent with the requirements set forth in the TRRO and that you are therefore entitled to unbundled access to the element sought. In other words, that the

> request is for a facility between two separate wire centers and that the appropriate impairment standard exists. Please note that there can be more than one switch in a single wire center. CenturyLink has reason to believe your request does not meet the two separate wire center, specified impairment standard under the TRRO.

(Copy attached as Schedule Kohly 21). No information was provided about why CTEL does not believe Harrisburg is a wire center.

Q. Has Socket submitted dark fiber inquiries and obtained dark fiber between wire centers that are similarly situated?

A. Yes. HRBGMO is a remote switching wire center office. Socket has submitted dark fiber inquiries and obtained dark fiber between similar remote switching centers in the Columbia exchange.

Q. Is their position on Harrisburg supported by the ICA?

A. No. The ICA has the following definitions.

> Article 3. Section 1.132 - Wire Center - A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are hosted.
>
> Article 3. Section 1.15 Central Office (CO) - A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.

Below is a picture of the HRBGMOXA wire center designed as a remote switching office. It clearly shows this is a building, owned by CTEL. that serves an aggregation point on CTEL's network. I do not know how it can be said that this is not a wire center. This picture was obtained from Google Earth.

Under Article VII, Section 5.3.2, "CenturyTel will provide dark fiber transport under Section 251 between any pair of its Wire Centers" meeting the Tier1 and Tier2 criteria and availability criteria. HRBGMOXA is a Tier 2 Wire Center and CenturyLink is obligated to provide dark fiber transport between the Harrisburg and Columbia Wire Centers if available.

Q. Has this issue come up before and if so, how was it resolved?

A. Previously, Socket was leasing copper subloops from remote switching offices similar to HRBGMOXA and also leasing dark fiber between those offices. CTEL began billing Socket for loops rather than subloops contending that Socket was collocated in the wire centers and the facilities that Socket was leasing had to be loops. One of the reasons CTEL relied upon to support their position was that Socket was leasing dark fiber between several of these offices. dark fiber could only be leased between wire centers. The definition of Subloop found in Article VII, Section 6.3 is

> A copper subloop is a portion of a copper loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in CenturyTel's outside plant, including inside wire owned or controlled by CenturyTel, and the end-user customer premises.

A subloop cannot be a facility extending from a wire center. It was a valid point. In order to settle the matter, Socket and CTEL reached an agreement to convert loops that had previously been billed as subloops to being billed as loops and to do so going forward. By designating these as loops, these offices were designated as Wire Centers. This meant that Socket could keep leasing existing dark fiber, submit new inquiries, and order additional dark fiber between similarly situated offices. By now contending that HRBGMOXA is not a wire center, CTEL is acting contrary to that settlement. A copy of that settlement is attached as Schedule 22.Q. Can you summarize your testimony on this issue?

A. Yes. In regards to dark fiber inquiries, CTEL is not following the provisions the ICA by creating an informal process for processing Socket's dark fiber inquiries, requiring a collocation before processing Socket's dark fiber inquiries under the terms of the ICA, not following the billing provisions of ICA when Socket submit a dark fiber inquiry and instead requiring Socket to pay in advance before processing Socket's dark fiber inquiry, not processing Socket's dark fiber inquires within 10 days as required by the ICA, and declaring dark fiber inquiring between certain wire centers as invalid despite having granted dark fiber inquiries between similarly situated wire centers and agreeing such are wire centers in a settlement converting subloops to loops.

Q. What is the third issue you will address in your testimony?

A. The third issue I will address is CTEL's failure to pay penalties for not meeting the performance requirements set out in Article VI, Performance Measure. To date, Socket has calculated that CTEL has failed to pay $72,007.34. By CTEL's calculations, it agrees that it owes Socket $30,454.81. Despite acknowledging is owes Socket this amount, it has failed to pay Socket even these undisputed amounts. Again, another violation of the ICA.

Because of that Socket filed a Notice of Dispute of February 24, 2020. To date, CTEL has failed to respond to that Notice.

The Direct Testimony of Mr. Tony Lana will address the calculations of the amounts owed and CTEL's failure to pay.

Q. Does this end your testimony?

A. Yes. Under penalty of perjury, I declare the foregoing is true and correct to the best of my knowledge and belief.

R. Matthew Kohly

Schedule of Attachments

Kohly – Schedule 1A – 1D – Relevant Sections of Interconnection Agreement between Socket and CTEL

Kohly – Schedule 2 – Letter Regarding Entrance Facility Charges and Back Billing

Kohly – Schedule 3 – Interconnection Notice of Dispute

Kohly - Schedule - 4 - Emails Regarding to Dispute

Kohly – Schedule S – Email from Jeff Nodland

Kohly - Schedule – 6 - TO-2006-0299 Testimony of CTEL Witness Calvin Simshaw

Kohly – Schedule 7 – POI and Trunking Form

Kohly - Schedule - 8 - Email sent to CTEL for Columbia 2Q 2004

Kohly - Schedule - 9 - Collocation Tariff Pages

Kohly - Schedule - 10 - CTLMOXA Trunk Forecast Identifying POI

Kohly - Schedule - 11 - 12.8.06 Columbia Price Quote

Kohly - Schedule - 12 - Branson Network Diagram 10-18-06

Kohly - Schedule - 13 - LOA BASN DS3 LC.HF--.041944..DTI

Kohly - Schedule - 14 - 2011 LATA S20 Legacy CT Interconnection Forecast--Socket Telecom

Kohly - Schedule - 1S - Notice of Dispute 10-29-19--Socket Telecom LLC

Kohly - Schedule - 16 - Email Related to Dispute 10-29-19

Kohly - Schedule - 17 - Notice of Dispute - Dark Fiber II - 12-13-19

Kohly - Schedule - 18 - Emails related to Ofallon - Troy Inquiry

Kohly - Schedule - 19 -CenturyLink_BDS_SWC_Designations

Kohly - Schedule - 20 -Susan Smith Email Stating CTEL's position 4-3-2020

Kohly - Schedule - 21 - Dark Fiber Response - HRGB - CLMAMO 11-13-2019

Kohly – Schedule – 22 – Email from

ARTICLE II: DEFINITIONS

I.0 GENERAL DEFINITIONS

Except as otherwise specifically stated in this Agreement, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 Access Service Request (ASR) is an industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

1.2 Access Tandem Switch is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other Central Office Switches for IXC-carried traffic.

1.3 [Intentionally omitted]

1.4 Act means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and codified at 47 U.S.C. §§ 151, *et seq.*

1.5 Advanced Services means as defined by the FCC.

1.6 Affiliate - Is As Defined in the Act.

1.7 Answer Supervision - An off-hook supervisory signal.

1.8 Applicable Law - All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any governmental authority, including, without limitation, the Missouri Public Service Commission and FCC, that apply or relate to the subject matter of this Agreement.

1.9 As-Is Transfer (AIT) - The transfer of all Telecommunications Services and features available for resale, that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided "as is."

1.10 "As Defined in the Act" means as specifically defined by the Act.

1.11 Automated Message Accounting (AMA) - The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

1.12 Bill-and-Keep Arrangement - A compensation arrangement whereby the Parties do not render bills to each other or charge each other for the switching, transport, and termination of traffic as specified in this Agreement.

1.13 Bona Fide Request (BFR) is the process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality.

1.14 Business Day - Monday through Friday, except for holidays observed by the United States government.

1.15 Central Office (CO) - A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.

1.16 Central Office Switch - A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.17 Centralized Message Distribution System (CMDS) - The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.

1.18 CenturyTel Service Guide – The CenturyTel Service Guide contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for certain resold services and UNEs. In the event there is a conflict between the provisions of this Agreement and the CenturyTel Service Guide, this Agreement shall prevail.

1.19 CLASS - CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.20 CLLI Codes - Common Language Location Identifier Codes.

1.21 Collocation - An arrangement whereby a CLEC may place permitted equipment at CenturyTel's Central Offices for the purposes of interconnecting with CenturyTel facilities or accessing Unbundled Network Elements.

1.22 Commission – The Missouri Public Service Commission.

1.23 Common Channel Signaling (CCS) - A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.24 Competitive Local Exchange Carrier (CLEC) - Any company or person authorized to provide local exchange services in competition with an ILEC.

1.25 Conversation Time - The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

1.26 Copper Loop - A Copper Loop is a stand-alone local loop comprised entirely of wire or cable. A copper loop includes attached electronics using time division multiplexing technology, but does not include packet, cell or frame switching capabilities.

1.27 CTOC or CenturyTel - The CenturyTel Operating Company in the State that is a Party to this Agreement.

1.28 Currently Available - Existing as part of CenturyTel's network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyTel either does not provide to itself or to its own end users, or does not have the capability to provide.

1.29 Customer - Party receiving service from the other, CenturyTel or Socket, depending on the context and which Party is receiving the service from the other Party.

1.30 Customer Service Record Search - Applied to LSR when CLEC requests a customer service record search prior to account conversion from CenturyTel or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information.

1.31 Dedicated Transport - An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated CenturyTel Central Offices. Dedicated Transport may only extend between two CenturyTel Central Offices.

I.32 Disconnect Supervision - An on-hook supervisory signal end at the completion of a call.

I.33 DS-I - A service carried at digital signal rate of 1.544 Mbps.

I.34 DS-3 - A service carried at digital signal rate of 44.736 Mbps.

1.35 Electronic File Transfer - A system or process that utilizes an electronic format and protocol to send/receive data files.

I.36 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

1.37 Enhanced Service Provider (ESP) is a provider of enhanced services as those services are defined in 47 C.F.R. § 64.702.

I.38 Environmental/Safety Compliance - Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

I.39 "Exchange Access" is As Defined in the Act.

1.40 Exchange Message Interface (EMI) (formerly Exchange Message Record – EMR) is the standard used for the exchange of telecommunications message information among telecommunications carriers for billable, non-billable, sample, settlement, and study data.

I.41 Exchange Message Record (EMR) - Intentionally Left Blank – see definition above.

I.42 Exchange Service is Telephone Exchange Service and is As Defined in the Act.

I.43 Facility - All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III.

I.44 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switching and/or network facilities.

I.45 FCC - The Federal Communications Commission.

I.46 "Foreign Exchange (FX)" services are service offerings of local exchange carriers that are purchased by customers, which allow such customers to obtain exchange service from

a mandatory local calling area other than the mandatory local calling area where the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX CUSTOPAK with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

1.47 Generator - Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 C.F.R. § 261) or whose act first causes a hazardous waste to become subject to regulation.

1.48 Hazardous Chemical - As defined in the U.S. Occupational Safety and Health Act (OSHA) hazard contamination standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.49 Hazardous Waste - As described in the Resource Conservation Recovery Act (RCRA), a solid waste(s), which may cause or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.50 HDSL Electronics - High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of synchronous capacity over a four-wire loop of two copper pairs. HDSL is a common means by which ILECs provision DS1 services and Unbundled Network Elements.

1.51 Home Run Loop - A facility connecting an end-user premise to the nearest CenturyTel Central Office that consists of a single, uninterrupted length of either copper or fiber cable. By definition, home run loops exclude hybrid fiber-copper loops or other loop facilities that are connected in a remote terminal located between the Central Office and the end-user premises.

1.52 Hybrid Loop - A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

1.53 Imminent Danger - As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.54 Incumbent Local Exchange Carrier (ILEC) – Is As Defined in the Act.

1.55 [Intentionally omitted]

I.56 "Information Access Traffic" is traffic arising from the provision of Information Access Services, which are specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services.

I.57 "Internet Service Provider" (ISP) is an Enhanced Service Provider that may also utilize LEC services to provide its customers with access to the Internet. "ISP traffic" is traffic to and from an ISP.

I.58 "Intellectual property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptions, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

I.59 "Intellectual Property Claim" means any actual or threatened claim, action or proceeding relating to Intellectual Property.

I.60 Initial Service Order - A charge applied to each Local Service Request (LSR) of unbundled loops and/or ports with the exception of Subsequent Service Order changes to existing CLEC accounts.

I.61 Interconnection Facility - *See* "Internetwork Facilities."

I.62 Interconnection Point (IP) - The physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

I.63 Interexchange Carrier (IXC) - A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and/or authorized by the State to provide inter- and/or intraLATA long distance communications services within the State. For purposes of this definition, the term "long distance

communications services" is synonymous with the term "telephone toll service" as defined by the FCC.

1.64 Internetwork Facilities - The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and Exchange Access.

1.65 "IntraLATA Toll Traffic" is defined as traffic between one calling area and another local calling area within the same LATA where the IntraLATA toll provider assesses a separate retail charge for originating this type of traffic.

1.66 ISDN User Part (ISUP) - A part of the SS7 protocol that defines call setup messages and call takedown messages.

1.67 Line Side - Refers to an End Office Switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an End Office and an ordinary telephone set.

1.68 Local Access and Transport Area (LATA) – Is As Defined in the Act.

1.69 Local Calling Area - Local Calling Area (LCA) includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel's local exchange tariffs.

1.70 Local Exchange Carrier (LEC) - Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.71 Local Exchange Routing Guide (LERG) - The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.72 "Local Interconnection Traffic" shall mean for purposes of this Article, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, and (iii) non-PIC'd IntraLATA Toll Traffic.

1.73 "Local Interconnection Trunk Groups" are one-way or two-way trunk groups used to carry Local Interconnection Traffic.

1.74 [Intentionally omitted].

1.75 Local Number Portability (LNP) – As Defined by the Act.

1.76 Local Provider - A carrier authorized to provide local Telecommunications Service in the State.

1.77 Local Service Request (LSR) - The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services or Unbundled Network Elements for the purposes of competitive local services.

1.78 Local Traffic includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.

1.79 Loop Facility Charge - A charge applied to LSRs when fieldwork is required for establishment of unbundled loop service. Applied on a per LSR basis.

1.80 Main Distribution Frame (MDF) - The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.81 MCA Traffic - Traffic originated by a party providing a local calling scope pursuant to the Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and routed as a local traffic based on the calling scope of the originating party pursuant to the MCA Orders.

1.82 Meet Point Billing (MPB) - Refers to an arrangement whereby two LECs jointly provide a switched access service to an IXC with which one of the LECs does not have a direct connection, whereby each Party bills the appropriate rates for its portion of the jointly provided Switched Exchange Access Service.

1.83 "Meet Point Traffic" is Exchange Access traffic or InterLATA and IntraLATA Toll Traffic routed via an Interexchange Carrier.

1.84 Mid-Span Fiber Meet - An interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.

1.85 Multiple Exchange Carrier Access Billing (MECAB) - Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.86 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD) - A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.87 Network Interface Device (NID) – as defined in Article VII – Unbundled Network Elements (UNEs) of this Agreement. The Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to CenturyTel's distribution plant, such as a cross connect devise used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user's inside wire.

1.88 911 Service - A universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.89 "Non-PIC'd or Non-Equal Access IntraLATA Toll Traffic" is IntraLATA toll traffic originating from an end user obtaining local dialtone from either Party where the originating Party is both the Section 251(b)(5) and IntraLATA toll provider.

1.90 North American Numbering Plan (NANP) - The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.91 Numbering Plan Area (NPA) - Also sometimes referred to as an area code, it is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service, which may be provided across multiple geographic NPA areas. 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.92 NXX, NXX Code, Central Office Code or CO Code - The three-digit switch entity indicator, which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.93 "Offers Service" – At such time as Socket opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

1.94 Owner or Operator - As used in OSHA regulations, Owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.

1.95 OZZ Code - Codes that are used to route certain types of traffic to specific trunk groups such as specific interconnection trunks groups, TOPS Trunk Groups, etc.

1.96 Party/Parties - CenturyTel and/or Socket.

1.97 Physical Collocation - Collocation where equipment or facilities owned by Socket is located on a premise, remote facility or enclosure owned by CenturyTel.

1.98 Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and CenturyTel for the interconnection of their networks.

1.99 Pole Attachment - A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.

1.100 Provider - CenturyTel or Socket depending on the context and which Party is providing the service to the other Party.

1.101 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.102 Rate Center - The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of exchange services. The geographic point is identified by a specific vertical and horizontal ("V&H") coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.103 "Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

1.104 "Remote End Office Switch" is a CenturyTel switch that directly terminates traffic to and receives traffic from end users of local exchange services, but does not have full feature, function and capability of an CenturyTel End Office Switch. Such features, function, and capabilities are provided to a CenturyTel Remote End Office Switch via an umbilical and an CenturyTel host End Office.

1.105 Reverse Collocation - Arrangements in which the ILEC collocates its equipment at a CLEC's premises, or in a common location outside of its own Central Office, for purposes of interconnection.

1.106 Right-of-way (ROW) - The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.107 Routing Point - Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to exchange services provided by the LEC that bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.108 "Section 251(b)(5) Traffic" - calls originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) will be classified as "Section 251(b)(5) Traffic" under this Agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.

1.109 Service Switching Point (SSP) - A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.110 Signaling Point (SP) - A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.111 Signaling System 7 (SS7) - The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.112 State - Missouri.

1.113 Subsequent Service Order - Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no Non-Recurring Charge (NRC) will be applied.

1.114 Subsidiary - A corporation or other legal entity that is majority owned by a Party.

1.115 Switched Exchange Access Service – The offering of transmission and/or switching services to telecommunications carriers for the purpose of the origination or termination of Telephone Toll services. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.

1.116 Synchronous Optical Network (SONET) - Synchronous electrical (STS) or optical channel (OC) connections between LECs.

1.117 Tandem or Tandem Switch - Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

1.118 [Intentionally omitted]

1.119 TDM Technology - Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (*e.g.*, voice, fax, dial-up Internet access) and high-capacity services like DS1and DS3 circuits.

1.120 Telcordia Technologies - A wholly-owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.121 Telecommunications Services – is As Defined in the Act.

1.122 Telephone Toll – Is As Defined in the Act.

1.123 Third Party Contamination - Environmental pollution that is not generated by the LEC or CLEC but results from off-site activities impacting a facility.

1.124 Transfer of Service Charge - A charge applied to LSRs, which involve account changes (*e.g.*, CLEC to CLEC transfers, CPE billing changes on unbundled ports).

1.125 "Transit" is a switching and transport function only, which allows one Party to send calls to a third-party network through the other Party's tandem and/or transport facilities.

1.126 "Transit Traffic" is traffic sent through a Transit arrangement.

1.127 Trunk Side - Refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another Central Office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.128 Unbundled Network Element (UNE) – Is As Defined in the Act.

1.129 Vertical Features (including CLASS Features) - Vertical services and switch functionalities provided by CenturyTel or Socket.

1.130 Virtual Collocation - Collocation where equipment or facilities of Socket are located at a premise, remote facility, enclosure or Right-of-Way owned by CenturyTel and ownership of Socket equipment or facilities is transferred to CenturyTel at the time of the Collocation and is subject to the terms of the Virtual Collocation agreement.

1.131 Virtual NXX Traffic (VNXX Traffic) – As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Party's customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the customer's actual physical premises location.

1.132 Wire Center - A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are hosted.

ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1.0 GENERAL PROVISIONS

1.1 This Article describes the technical arrangements by which Socket and CenturyTel will interconnect their networks when Socket is providing its switching facilities to serve a given exchange area and related terms and conditions herein.

1.2 [Intentionally omitted].

1.3 The Parties acknowledge that in paragraph 140 of its Triennial Review Remand Order the FCC said, in part: "We note in addition that our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and local exchange service. Thus, competitive LECs will have access to these facilities at cost-based rates to the extent that they require them to interconnect with the incumbent LEC's network."

1.4 CenturyTel shall provide interconnection in compliance with Applicable Law.

I.5 [Intentionally omitted].

2.0 INTERCONNECTION REQUESTS

2.I Upon request from Socket to establish an interconnection arrangement or augment an existing interconnection arrangement, Socket may invoke the provisions of Article III, Section 7 whereby the Parties will ensure that current contact and escalation information is exchanged for all functions and processes involved in implementation of interconnection. CenturyTel shall ensure that its personnel are knowledgeable and qualified to assist Socket in addressing issues and questions.

2.2 CenturyTel and Socket agree to follow the then-current ATIS/OBF ASOG Standards for completing ASRs. If CenturyTel intends to deviate from the then-current version, it will provide reasonable notice to Socket, explaining the nature of the deviation(s), the reason for the deviation(s), and how the deviation impacts Socket's filing of accurate and complete ASRs.

2.3 Upon request, CenturyTel shall provide to Socket technical information about CenturyTel's network facilities in sufficient detail to achieve interconnection consistent with 47 C.F.R. § 51.305.

2.4 In the event that CenturyTel does not have the capacity to support an interconnection arrangement requested by Socket, CenturyTel shall provide a detailed explanation of the reason such capacity does not exist.

2.5 CenturyTel shall not delay processing and fulfilling, or refuse to process and fulfill, Socket's requests for additional interconnection facilities or capacity because CenturyTel believes Socket does not need the additional interconnection capacity.

2.6 Socket shall submit service orders for establishing interconnection arrangements consistent with the provisions of Article VIII: Ordering and Provisioning, using an LSR or ASR as appropriate. Upon receipt of a Socket service order, CenturyTel shall review the order in order to identify LSOG and ASOG OBF compliance errors on the order. If CenturyTel finds errors in an order submitted by Socket, CenturyTel will identify all known errors on the order and refer them back to Socket on a single response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.

2.6.1 Socket shall have administrative and order control (e.g., determination of trunk group size), consistent with this Article, of all trunks groups provisioned between Socket and CenturyTel. This only applies to the extent that it does not require CenturyTel to redesign its network configuration.

2.7 [Intentionally omitted]

2.8 Inter-network connection and protocol must be based on industry standards developed consistent with the Act.

3.0 INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC

3.1 The Parties shall interconnect, establish points of interconnection ("POIs"), and transport and terminate traffic consistent with the provisions of this Article.

3.2 For purposes of Section 4.3 and its subsections below, an "access line" shall mean an analog line or a digital voice-grade equivalent line used to connect an end-user to a company's central office. Voice-grade equivalent should be considered as each channel available for voice traffic on a high capacity line. One (1) high capacity line equipped with twenty-four (24) voice grade channels will be considered twenty four (24) access lines.

4.0 REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION ("POIs")

4.1 When the Parties directly interconnect for the mutual exchange of traffic covered by this Agreement, the Parties will initially interconnect their network facilities at a minimum of

one technically feasible POI on CenturyTel's network in each LATA in which Socket offers telecommunications services.

4.2 If CenturyTel asserts that a Socket POI is no longer technically feasible, CenturyTel must prove to the Commission that interconnection at that point is no longer technically feasible.

4.2.1 If a Socket POI becomes no longer technically feasible, Socket must take such actions as may be necessary to make the POI technically feasible, including, where required, establishing one or more additional technically feasible POI(s).

4.3 As the volume of traffic exchanged between the parties increases, Socket must establish additional POIs as follows:

4.3.1 CenturyTel's exchanges are classified on a thousand-access-line basis as follows:

a. Exchanges of 1,000 CenturyTel access lines or less are "Class I Exchanges"; and

b. Exchanges of more than 1,000 CenturyTel access lines are "Class II Exchanges".

c. If there is a dispute between the Parties as to the number of CenturyTel access lines in an exchange, the Staff of the Commission will assist with resolution of the dispute. If the dispute persists, either Party may seek Commission resolution of the dispute without following the normal dispute resolution process in the interconnection agreement.

4.3.2 Intentionally left blank.

4.3.3 Socket is required to establish an additional POI in a Class I Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class I exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels.

4.3.4 Socket is required to establish an additional POI in a Class II Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class II exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels for each 1,000 access lines in the exchange, rounded to the nearest 1/10 of a DS1.

a. *E.g.*, for an exchange of 2,412 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 2.4 DS1s of traffic to or from an existing POI and that exchange;

b. *E.g.*, for an exchange of 10,550 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months 10.6 DS1s of traffic to or from an existing POI and that exchange; and,

c. *E.g.*, for an exchange of 28,100 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 28.1 DS1s of traffic to or from an existing POI and that exchange.

4.3.5 Socket will no longer be required to maintain a POI in exchanges where Socket establishes a POI pursuant to Sections 4.3.3 or 4.3.4 when the volume of traffic exchanged between the Parties falls below, at peak over 3 consecutive months, a DS1 or 24-channels in a Class I exchange, or a DS1 or 24-channels for each 1,000 access lines in a Class II exchange, rounded to the nearest 1/10 of a DS1. Socket shall provide CenturyTel with written notice of its intention to decommission a POI pursuant to this section. Socket shall not decommission such POI until the earlier of the 90th day after providing the written notice to CenturyTel or CenturyTel's notice to Socket that CenturyTel has re-provisioned trunking. If there is a dispute between the Parties about whether a threshold for decommissioning a POI as described in this section has been met, the Parties will follow the expedited dispute resolution process described in Article III, Section 18.4. Socket shall not be permitted to decommission a POI in a disputed exchange until the dispute resolution process concludes with an award.

4.4 Subject to this Article V and, in particular, Sections 4.1-4.3.4, the Parties agree that Socket has the right to choose a single POI or multiple POIs within the LATA.

4.5 Unless there is a dispute about the establishment of an additional POI in an exchange, the additional POI(s) will be established within 90 days of notification that the threshold has been met. Socket must provide CenturyTel notice of a dispute about the establishment of an additional POI within 15 business days after notification that the threshold has been met. If there is a dispute between the Parties about whether a threshold for establishment of one or more additional POIs as described in this section has been met, the Parties will follow the expedited dispute resolution process described in Article III, Section 18.4. Socket will not be required to establish an additional POI in a disputed exchange until the dispute resolution process concludes with an award.

4.6 When a POI is to be established to exchange traffic with a CenturyTel exchange that is not listed in the Local Exchange Routing Guide ("LERG") Common Language Location Identifier ("CLLI") Code classification as a "host" switch, the POI will be established within the exchange of the remote switch, unless the Parties agree to establish the POI within the exchange of the host switch.

4.7 [Intentionally omitted]

4.8 Socket will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.

4.9 Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.

5.0 [INTENTIONALLY OMITTED].

6.0 INTERCONNECTION METHODS

6.1 Where Socket seeks to interconnect with CenturyTel for the purpose of mutually exchanging traffic between networks, Socket may use any of the following methods of obtaining interconnection. Such methods include but are not limited to:

6.1.1 Physical Collocation –

6.1.I.I In instances where Physical Collocation is the Interconnection Method, the POI shall be where Socket's collocation cable facilities (or those of a third-party) physically connect to CenturyTel termination equipment. This shall be identified by the Circuit Facilities Address (CFA) provided by Socket.

6.1.2 Virtual Collocation.

6.I.2.I In instances where Virtual Collocation is the interconnection method, the POI shall be the last entrance manhole (Manhole Zero). From this manhole into the premises, CenturyTel shall assume ownership of and maintain the fiber. From this manhole toward Socket's location, the fiber optic cable remains Socket's responsibility, with Socket performing all servicing and maintaining full ownership. If Socket is purchasing CenturyTel-provided unbundled interoffice facilities as transport, an entrance facility is not required.

6.1.3 Fiber Meet Point.

6.I.3.I Option I – Socket's fiber cable and CenturyTel's fiber cable are connected at an economically and technically feasible point between the Socket location and the last entrance manhole at the CenturyTel Central Office.

6.1.3.1.I The Parties may agree to a location with access to an existing CenturyTel fiber termination panel. In such cases, the network interconnection point (POI) shall be designated outside of the CenturyTel building, even though the Socket fiber may be physically terminated on a fiber termination panel inside of a CenturyTel building. In this instance, Socket will not incur fiber termination charges, and CenturyTel will be responsible for connecting the cable to the CenturyTel facility.

6.I.3.I.2 Conversely, the Parties may agree to a location with access to an existing Socket fiber termination panel. In these cases, the POI shall be designated outside of the Socket building, even though the CenturyTel fiber may be physically terminated on a fiber termination panel inside of a Socket building. In this instance, CenturyTel will not incur fiber termination charges, and Socket will be responsible for connecting the cable to the Socket facility.

6.1.3.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, Socket and CenturyTel shall mutually determine the provision of a fiber termination panel housed in an outside, above-ground cabinet placed at the physical POI.

6.1.3.2 Option 2 – Socket will provide fiber cable to the last entrance manhole (Manhole Zero) at the CenturyTel Tandem or End Office with which Socket wishes to interconnect. Socket will provide a sufficient length of fiber optic cable for CenturyTel to pull the fiber cable to the CenturyTel cable vault for termination. In this case, the POI shall be the manhole location.

6.1.4 Socket Self-Provision and/or Leasing of Facilities from a Third Party.

6.1.4.1 This would include instances where the Parties connect their networks at the location of a third-party such as a customer premise, building, or other location where CenturyTel has network facilities.

6.1.4.2 In this instance, the POI shall be the point where the facilities of Socket (or those of a third party) physically connect to the facilities of CenturyTel.

6.1.5 Leasing of Dedicated Transport Facilities from CenturyTel

6.1.5.1 Socket may elect to lease interconnection facilities from CenturyTel at the rates set forth in Article VIIA.

6.1.5.2 In this instance, the POI shall be where the leased channel termination equipment physically connects to the CenturyTel switch or to the cross-connect that connects the leased transmission equipment to the switch.

6.1.6 Any other technically feasible method for obtaining interconnection.

7.0 INDIRECT NETWORK INTERCONNECTION

7.1 Where one Party chooses to route traffic through a third-party Transit provider, the third party must have a POI with the originating and terminating carrier in the same LATA as the originating and terminating Parties' Local Routing Numbers ("LRNs") as defined in the LERG. Each Party must have connection to the third party.

8.0 INTERCONNECTION FACILITY COMPENSATION

8.1 Each Party is responsible for bringing its facilities and trunks to the POI.

9.0 INTERCARRIER COMPENSATION FOR TRANSPORT AND TERMINATION OF TRAFFIC SUBJECT TO THIS INTERCONNECTION AGREEMENT

9.1 [Intentionally omitted].

9.2 MCA Traffic is traffic originated by a Party providing a local calling scope pursuant to Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and routed as Local Traffic based on the calling scope of the originating Party pursuant to the MCA Orders.

9.2.1 Compensation for MCA Traffic will be consistent with the Commission's decisions in Case No. TO-92-306 and Case No. TO-99-483.

9.2.2 The Parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the Parties will comply with the Commission's final order.

9.2.3 VNXX Traffic. If Socket assigns NPA/NXXs to a customer physically located outside of the CenturyTel Local Calling Area containing the Rate Center with which the NPA/NXX is associated, traffic originating from CenturyTel customers within that CenturyTel Local Calling Area to Socket customers physically located outside of the CenturyTel Local Calling Area shall not be deemed Local Traffic but shall be at Bill-and-Keep.

9.2.4 MCA Transit Traffic. Neither Party shall assess transit charges on any MCA Transit Traffic.

9.3 [Intentionally omitted].

9.4 [Intentionally omitted].

9.4.1 [Intentionally omitted].

9.4.2 "Bill-and-Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other Party's network.

9.5 [Intentionally omitted].

9.6 [Intentionally omitted].

9.6.1 [Intentionally omitted].

9.6.2 [Intentionally omitted].

9.6.3 [Intentionally omitted].

9.7 Transport.

Transport includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the POI between the two carriers to the terminating carrier's End-Office Switch that directly serves the called end-user.

9.7.1 Transport of Local Traffic.

Each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI.

9.7.2 Termination.

Termination includes the Tandem Switching of Local Traffic at the terminating carrier's End Office Switch. Termination rates are set forth in Article VIIA.

9.7.3 Compensation for Terminating Access Charges on Calls to Ported Numbers.

The Parties agree that a Meet Point Billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXC the applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for Meet Point Billing.

9.8 Nothing in this Section shall be interpreted to (i) change compensation as set forth in this Agreement for traffic or services other than traffic or services for which compensation is addressed in this Article V, including but not limited to Internetwork Facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep arrangement described in this Section. The Parties reserve the right to otherwise seek compensation for non-Local Traffic including the imposition of access charges where appropriate.

10.0 TRANSIT TRAFFIC

10.1 Socket may indirectly interconnect with other carriers.

10.2 Compensation for MCA Transit Traffic.

10.2.1 Consistent with the Commission's decision in Case No. TO-92-306 and Case No. TO-99-483 and notwithstanding any other provision of the Agreement to the contrary, neither Party shall assess Transit charges on any MCA Transit Traffic.

10.3 Compensation for Non-MCA Transit Traffic.

10.3.1 Because Transit Traffic is an obligation imposed pursuant to 47 U.S.C. §§ 251(c)(2) and (3), the applicable pricing standard for Non-MCA Transit Traffic is TELRIC.

10.3.2 The originating Party will compensate the transiting Party for each minute of non-MCA originated traffic that does not terminate to the Transit provider's end user but terminates to a third party (*e.g.*, other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the Transit Rate, which is based upon the tandem switching and common transport rates set forth in Article VIIA.

10.4 Where the Transit provider is sent CPN by the originating carrier, the Transit provider will send the original and true CPN to the terminating Party.

10.5 In the event one Party originates traffic that transits the other Party's network to reach a third-party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.

10.6 Unless otherwise provided in this Agreement, neither the terminating Party nor the Transit provider shall be required to function as a billing intermediary, *e.g.*, clearinghouse. Terminating carriers shall be required to directly bill the Party that originates calls and sends traffic over the Transit provider's network.

10.7 [Intentionally omitted]

10.8 [Intentionally omitted]

11.0 TRUNKING

11.1 Trunking Requirements: The interconnection of Socket and CenturyTel networks shall be designed to promote network efficiency. CenturyTel will not impose any restrictions on Socket that are not imposed on its own traffic with respect to trunking and routing options afforded to Socket. In accordance with Article III, it will be necessary for the Parties to have met and discussed trunking, forecasting, availability and requirements in order for the Parties to begin exchange of traffic.

11.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including End Offices, Tandems, and 911 routing switches. Where available, the Parties will use two-way trunks for delivery of Local Interconnection Traffic, or either Party may elect to provision its own one-way trunks for delivery of Local Interconnection Traffic to the other Party. If a Party elects to provision its own one-way trunks when two-way trunking is available, that Party will be responsible for its own expenses associated with the trunks. If two-way trunking is not available, the Parties shall use one-way trunking for the exchange of Local Interconnection Traffic, and each Party will be responsible for its own expenses associated with its own one-way trunks.

11.1.2 With respect to trunking, the Parties recognize that the terminating carrier may elect to require that traffic be delivered to it over separate trunk groups.

11.1.2.1 For traffic Socket originates that CenturyTel terminates, Socket shall establish separate trunk groups for the delivery of IXC and LEC-to-LEC traffic to CenturyTel.

11.1.2.2 For traffic that will be terminated by Socket, CenturyTel shall establish separate trunk groups for the delivery to Socket of IXC and LEC-to-LEC traffic.

11.1.2.3 Except as necessary to comply with the Commission's rules, CenturyTel may not limit the types of traffic that pass over interconnection facilities or require that traffic be routed or separated in a given way.

11.1.2.4 [Intentionally omitted]

11.1.2.5 Dedicated trunking may be established by mutual agreement of the Parties.

11.1.3 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

11.1.3.1 [Intentionally omitted].

11.1.3.2 Neither Party shall route IXC Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.

11.1.4 End-Office Trunking. The Parties will work cooperatively to establish high volume End-Office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a Socket End Office and a CenturyTel End Office.

11.1.5 Consistent with Section 8.1, each Party will be responsible for the expenses associated with its own portion of the trunking on its own side of the Point of Interconnection.

11.1.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET) where technically available) and shall be jointly engineered to the appropriate industry grade of service standard. Socket and CenturyTel agree to jointly plan interconnection trunking to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grade of service standard (B.01). Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

11.1.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

11.1.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

11.1.9 The Parties will support intercompany 64kbps clear channel where available.

11.1.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

11.2 Trunk Forecasting.

11.2.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:

11.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year).

11.2.2 A description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 11.2.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that may be reflected in a significant increase or decrease in trunking demand for the following forecasting period.

11.2.3 The Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

11.3 Trunk Facility Underutilization.

At least once a year, the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01). When a condition of excess capacity is identified, the Parties will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements for possible network efficiency adjustment.

11.4 [Intentionally omitted].

11.5 Network Redesigns Initiated by CenturyTel.

CenturyTel will not charge Socket when CenturyTel initiates its own network redesigns/reconfigurations.

12.0 BILLING AND RECORDING

12.1 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges shall be billed in arrears.

12.2 Usage Measurement. Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the terminating

office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first. Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

12.3 Recording and Billing for Local Interconnection Traffic. All recording and billing of Local Interconnection Traffic shall be in compliance with the provisions of the Missouri Enhanced Records Exchange Rule, 4 CSR 240, Chapter 29.

12.3.1 [Intentionally omitted].

12.3.2 [Intentionally omitted].

12.3.3 [Intentionally omitted].

12.3.4 [Intentionally omitted].

12.4 Service Ordering, Service Provisioning, and Billing.

Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance for non-access services shall be governed by the CenturyTel Service Guide. CenturyTel will provide Socket with clear, advance notice of changes to CenturyTel's procedures as stated in the Service Guide, and Socket has the right to raise a valid dispute under the terms of this Agreement if a change materially affects Socket's service. If there is any variation in the terms of this Agreement and the terms in CenturyTel's Service Guide, the terms of this Agreement shall prevail.

13.0 MEET-POINT ARRANGEMENT AND BILLING (MPB)

13.1 Meet-Point Arrangements.

13.1.1 As set forth in Section 11.1.2, the Parties will establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel Access Tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

13.1.2 Except in instances of capacity limitations, CenturyTel shall permit and enable Socket to sub-tend the CenturyTel Access Tandem(s) nearest to the Socket Rating Point(s) associated with the NPA/NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given Access Tandem, Socket shall be allowed to subtend the next-nearest CenturyTel Access Tandem in which sufficient capacity is available.

13.1.3 Interconnection for the MPB arrangement shall occur at the interconnection point (POI).

13.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the CenturyTel Access Tandem Switch.

13.1.5 Socket and CenturyTel will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

13.1.6 As detailed in the MECAB document, Socket and CenturyTel will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill access service customers for Switched Access Services traffic jointly handled by Socket and CenturyTel via the Meet-Point Billing arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

13.1.7 Socket and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

Should the exchange of information become out of balance, either Party may invoke the dispute resolution process to begin charging for the exchange of usage data and related information.

13.1.8 [Intentionally omitted].

13.2 Compensation for Meet-Point Traffic.

Billing to access service customers for the Switched Access Services jointly provided by Socket and CenturyTel via the MPB arrangement shall be according to the multiple-bill/multiple tariff method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.

14.0 COMMON CHANNEL SIGNALING

14.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

14.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

14.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under Applicable Law.

14.4 Third-Party Signaling Providers.

Socket may choose a third-party SS7 signaling provider.

14.5 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

15.0 NETWORK MANAGEMENT CONTROLS

15.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively in attempting to ensure that all such events are conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

16.0 ADDITIONAL RESPONSIBILITIES OF THE PARTIES

16.1 The Parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the parties will comply with the Commission's final order. When a Party opens a new NXX, it will submit an ASR to advise the other Party how to route the traffic to the new NXX.

16.2 Each Party will transmit call detail information to the other for each call being transited to or terminated on the other's network in compliance with the provisions of the Missouri Enhanced Records Exchange Rule; 4 CSR 240, Chapter 29. For traffic that is not covered by that rule, including but not limited to Meet-Point traffic, each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN"). Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

16.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will use their best efforts to work cooperatively to correct the problem, with both Parties reserving their rights to pursue dispute resolution or other recourse as appropriate.

16.4 In the event that either Party provides unbundled local switching (ULS), or its equivalent provided via a commercial agreement, to a third-party CLEC, the other Party will bill the providing Party directly for calls that originate from any third-party CLECs using that Party's unbundled local switching (ULS) or equivalent provided via a commercial agreement.

16.5 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, Socket shall assign NPA/NXX codes to Rate Centers and use Rating Points in accordance with the CO Code Guidelines, FCC Rules, and Applicable State regulatory Requirements, as appropriate.

16.6 Routing Points.

Socket also will designate a Routing Point for each assigned NXX code.

16.7 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize

and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

16.8 Agreements with Third Parties.

Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.

Where necessary, the Parties agree to enter into their own agreements with third-party providers. In the event that Socket sends traffic through CenturyTel's network to a third-party provider with whom Socket does not have a traffic interexchange agreement, then Socket agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

17.0 [INTENTIONALLY OMITTED].

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS (UNEs)

1.0 INTRODUCTION

This Article VII: Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that CenturyTel agrees to offer to Socket. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each network element is set forth in Article VIIA ("Pricing Schedule"), attached hereto. Unless the context clearly indicates that the terms "Unbundled Network Elements" (with or without initial caps) and "UNEs" mean only such elements required to be unbundled under Section 251, these terms shall be read to include those network elements that are required to be unbundled under Section 251 of the Telecommunications Act, and those required to be unbundled under state law.

1.1 CenturyTel shall provide Unbundled Network Elements under the following terms and conditions of this Article.

1.2 UNEs and Declassification.

1.2.1 Pursuant to this Article, and to the extent required by and in compliance with Applicable Law, CenturyTel will provide Socket with access to Unbundled Network Elements for the provision of a Telecommunications Service. Notwithstanding anything elsewhere in this Article, the Parties expressly agree that any changes to ILEC unbundling obligations that occur after the Effective Date of this Agreement as a result of changes to the Communications Act of 1934, as amended, or changes to the FCC's rules governing unbundling of network elements shall be subject to the "change-in-law" provisions set forth in Section 42 of Article III.

1.2.2 In this Article and Agreement, the terms "Declassified" or "Declassification" mean the situation where CenturyTel is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act as a result of the issuance of a finding by the FCC that requesting telecommunications carriers are not impaired without access to a particular network element on an unbundled basis.

2.0 GENERAL TERMS AND CONDITIONS

2.1 This Article sets forth the terms and conditions pursuant to which CenturyTel agrees to provide Socket with access to Unbundled Network Elements under Section 251(c)(3) of the Act in CenturyTel's incumbent local exchange areas for the provision of Socket's Telecommunications Services. The Parties acknowledge and agree that CenturyTel is only obligated to make available UNEs and access to UNEs to Socket in CenturyTel's

incumbent local exchange areas. In addition, CenturyTel is not obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by any 251(c) obligations in geographic areas other than CenturyTel's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Article, and any associated provision set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall apply to the Parties and be available to Socket in Missouri for provisioning Telecommunications Services within a CenturyTel incumbent local exchange area(s) in the State of Missouri. Further, the Parties agree that CenturyTel is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification, as set forth in Section 1.2 above, and elsewhere in this Article.

2.1.1 Socket may not access an Unbundled Network Element for the exclusive provision of mobile wireless services or interexchange services. Socket hereby represents and warrants that it is a telecommunications carrier certificated by the Commission to provide local exchange service, and that it will notify CenturyTel as soon as reasonably practical in writing if it ceases to be so certificated. Failure to so notify CenturyTel shall constitute a material breach of this Agreement.

2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), are not already in place, CenturyTel will develop and implement such processes, subject to any associated rates, terms and conditions. CenturyTel shall use existing processes already developed, if possible; if doing so is not possible, CenturyTel shall, within an agreed upon timeframe, determine what new processes are necessary. The Parties will comply with any applicable change management guidelines or bona fide request (BFR) guidelines as applicable, provided, however, that compliance with such guidelines shall not delay Socket's ability to order and obtain any UNE beyond the agreed upon timeframe.

2.3 CenturyTel will permit Socket to designate any point at which it wishes to connect Socket's facilities or facilities provided by a third party on behalf of Socket with CenturyTel's network for access to Unbundled Network Elements for the provision by Socket of a Telecommunications Service. If the point designated by Socket is technically feasible, CenturyTel will make the requested connection.

2.3.1 Except with respect to arrangements described in Section 2.20, CenturyTel shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Article, without regard to whether Socket seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

2.4 [Intentionally omitted]

2.5 CenturyTel shall permit Socket to Commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with any wholesale service obtained from an incumbent LEC. Upon request, CenturyTel will perform all functions necessary to Commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with one or more facilities or services that Socket has obtained at wholesale from an incumbent LEC. CenturyTel shall not deny Socket access to a UNE available under Section 251 or a combination of UNEs available under Section 251 on the grounds that one or more of the elements: (1) is connected to, attached to, or combined with a facility or service obtained from an incumbent LEC; or (2) shares part of CenturyTel's network with access services.

2.6 Pursuant to this Agreement, and to the extent required by and in compliance with Applicable Law, CenturyTel will provide Socket access to UNEs such that the quality of a UNE, as well as the quality of the access to such UNE, are the same for all telecommunications carriers seeking access thereto. To the extent technically feasible, the quality of the UNE provided to Socket and the quality of the access to such UNE will be at least equal in quality to that which CenturyTel provides to itself.

2.7 At Socket's request, CenturyTel shall provide Unbundled Network Elements to Socket in a manner required by law that allows Socket to combine those Unbundled Network Elements to provide a Telecommunications Service. Subject to the provisions hereof, and at Socket's request, CenturyTel shall also provide Socket with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in CenturyTel's network and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at Socket's request, CenturyTel also shall combine for Socket any sequence of Unbundled Network Elements that CenturyTel "ordinarily combines" for itself or its end users. CenturyTel shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by CenturyTel or CenturyTel's end users where CenturyTel provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined," and CenturyTel will not have an obligation to provide the combination, if (1) CenturyTel does not provide services using such a combination of Unbundled Network Elements; (2) where CenturyTel does provide services using such combination, such provisioning is extraordinary (*i.e.*, a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Commission does not require CenturyTel to provide as an Unbundled Network Element.

2.8 Socket may combine any Unbundled Network Element with any other element, service, or functionality without restriction, except as delineated in this Agreement. There shall be no prohibition against combining Unbundled Network Elements with tariffed services. This paragraph does not limit Socket's ability to purchase services under an applicable CenturyTel resale tariff or under the Resale Appendix that is part of Article VI of this Agreement while also utilizing the UNE provisions of this Agreement to the same end use customer. Socket may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.

2.9 CenturyTel shall provision and/or install network elements or Unbundled Network Elements according to the standard provisioning intervals set forth in CenturyTel's Service Guide, unless other intervals are established in this Agreement.

2.10 To the extent required by and in compliance with Applicable Law, CenturyTel shall make all routine network modifications to unbundled loop facilities used by Socket where the requested loop facility has already been constructed.

2.11 In providing access to UNEs under this Agreement, and to the extent required by and in compliance with Applicable Law, CenturyTel shall provide Socket, upon Socket's request, access to all of the features, functions and capabilities of such UNEs, in a manner that allows Socket to provide any Telecommunications Service that can be offered by means of such UNEs.

2.12 CenturyTel will provide Socket nondiscriminatory access to the Unbundled Network Elements identified and provided for in this Article, including combinations of network elements and Unbundled Network Elements, to the extent required by Applicable Law and subject to the terms and conditions of this Article. Socket is not required to own or control any of its own local exchange facilities before it can purchase or use network elements or the Unbundled Network Elements identified in this Article to provide a Telecommunications Service under this Agreement. CenturyTel will allow Socket to order each Unbundled Network Element individually or in combination with any other network elements or any other Unbundled Network Elements in order to permit Socket to combine such Unbundled Network Elements with other Unbundled Network Elements or network elements obtained from CenturyTel or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with CenturyTel's network. Any request by Socket for CenturyTel to provide a type of connection between network elements that is not currently being utilized in the

CenturyTel network and is not otherwise provided for under this Agreement will be made in accordance with the BFR process described in Section 2.38.

2.13 When Socket orders Unbundled Network Elements in combination or as a Commingled Arrangement (as defined in Section 2.19 below), and identifies to CenturyTel the type of Telecommunications Service it intends to deliver to its end user customer through that combination or Commingling (*e.g.*, POTS, ISDN), CenturyTel will provide the requested elements with all the functionality, and with at least the same quality of performance that CenturyTel provides through its own network to its local exchange service customers receiving equivalent service, unless Socket requests a lesser or greater quality of performance through the BFR process. CenturyTel will provide Socket with the quality of preordering, ordering, provisioning, maintenance, billing and recording for such combined or Commingled elements that CenturyTel provides through its own network to its local exchange service customers receiving equivalent service as required by this Agreement. Network element combinations provided to Socket by CenturyTel will meet all performance criteria and measurements, if any, that CenturyTel achieves when providing equivalent end user service to its local exchange service customers (*e.g.*, POTS, ISDN).

2.14 For each Unbundled Network Element, to the extent appropriate, CenturyTel will provide a demarcation point (*e.g.*, an interconnection point at a Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point) and, if necessary, access to such demarcation point as the Parties agree is suitable. However, where CenturyTel provides contiguous Unbundled Network Elements to Socket, CenturyTel will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the combination is handed off to Socket.

2.15 In the event that CenturyTel denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with any tariffed service or any network elements possessed by Socket, CenturyTel shall provide written notice to Socket of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If the basis of CenturyTel's denial of Socket's request to perform the functions necessary to combine UNEs is that such combination is not technically feasible, CenturyTel shall have the burden of demonstrating that technical infeasibility in any such dispute resolution procedure. If the basis of CenturyTel's denial of Socket's request to perform the functions necessary to combine UNEs is that such combination would undermine the ability of other carriers to obtain access to UNEs or to obtain interconnection with CenturyTel's network, CenturyTel shall have the burden of demonstrating the same in any such dispute resolution procedure.

2.16 "Contiguous Interconnection of Network Elements" means the situation when Socket orders from CenturyTel all of the CenturyTel UNEs required either:

(1) to convert another LEC's pre-existing end user customer who was served by resale or solely by UNEs to Socket's customer, where Socket will serve that customer using only UNEs obtained from CenturyTel;

(2) to convert Socket's end user customer who was served by resale to being served by UNEs obtained from CenturyTel;

(3) to convert to a combination of UNEs-only a CenturyTel end user customer, another carrier's pre-existing end user customer served exclusively using UNEs, or Socket's or another carrier's resale end user customer; or

(4) to convert a CenturyTel end user customer to Socket's customer, where Socket will serve that customer using only UNEs obtained from CenturyTel.

2.17 [Intentionally omitted]

2.18 Conversion of Wholesale Services to UNEs.

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible. If doing so is not possible, CenturyTel shall, within 30 days from approval of this Agreement, determine what new processes are necessary and shall develop and implement ordering processes as soon as reasonably possible, but no later than 60 days from the Effective Date of this Agreement. CenturyTel shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. The Parties will comply with any applicable change management guidelines; provided, however, that compliance with such Change Management guidelines shall not delay Socket's conversion request beyond the timeframe set forth above.

2.18.2 [Intentionally omitted]

2.18.3 Except as agreed to by the Parties, CenturyTel shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs available under Section 251. Nothing in this Section 2.18.3 prohibits CenturyTel from imposing early termination charges otherwise applicable under the state or federal special access tariff to

Socket's termination of existing long-term contract(s) under which Socket is obtaining a discount.

2.18.4 For UNE conversion orders for which CenturyTel has either (a) not developed an electronic process or (b) developed an electronic process that falls out for manual handling, CenturyTel will charge Socket the "UNE conversion charge" set forth in Article VIIA of the Agreement.

2.18.5 The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process that would not create any avoidable disruption to Socket's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved, the interval for completing conversions shall be mutually negotiated between the Parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request.

2.18.6 CenturyTel shall convert wholesale services to a UNE or UNE combination if Socket would be entitled to obtain that UNE or UNE combination if it ordered it directly and not as a conversion.

2.18.6.1 This Section 2.18.6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from a CenturyTel service.

2.18.7 In requesting a conversion of a CenturyTel service, Socket must submit its orders in accordance with the agreed guidelines and ordering requirements provided by CenturyTel that are applicable to converting the particular CenturyTel service sought to be converted. CenturyTel shall begin billing Socket at the pricing applicable to the converted service arrangement (*e.g.*, UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, Socket's submission of a complete and accurate LSR/ASR requesting the conversion.

2.18.8 Nothing in this Article or Agreement is intended to permit or permits Socket to supersede or dissolve any contract with CenturyTel related to services that might be affected by Section 2.18, including but not limited to, contracts under which Socket obtains discounted special access services. Socket may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.

2.19 Commingling.

2.19.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that Socket has obtained at wholesale from CenturyTel, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

2.19.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, CenturyTel will develop and implement processes, subject to any associated rates, terms and conditions. CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, CenturyTel shall, within 30 days of the Effective Date of this Agreement, determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay CenturyTel's implementation of Commingling beyond 90 days following approval of this Agreement by the Commission.

2.19.2 Except as prohibited or restricted in Section 2 and, further, subject to the other provisions of this Agreement, CenturyTel shall permit Socket to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from CenturyTel to the extent required by the FCC or Commission's rules and orders.

2.19.3 Upon request, and subject to Section 2, CenturyTel shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that Socket has obtained at wholesale from CenturyTel (as well as requests where Socket also wants CenturyTel to complete the actual Commingling), except that CenturyTel shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including where network reliability and security would be impaired; or (ii) CenturyTel's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with CenturyTel's network. Socket may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and CenturyTel shall not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services.

2.19.4 The Parties agree that the Commingled Arrangements identified in Section 2.19.5 of this Article shall be available to Socket upon request as of the Effective Date of this Agreement. All other requests shall be made by Socket in accordance with the BFR process set forth in this Article.

2.19.5 CenturyTel shall provide the following Commingled Arrangements. Items may be added to this list by CenturyTel or through the BFR process. Items may be deleted from this list by mutual agreement of the Parties.

- UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility
- UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux
- UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility
- UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (*e.g.*, SONET Service)
- UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination
- UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination
- UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (*e.g.*, SONET Service)
- Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport 10
- Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux

2.19.5.1 [Intentionally omitted]

2.19.5.2 Any Socket request for a Commingled Arrangement not found on the list of orderable Commingled Arrangements must be submitted via the BFR process. In any such BFR, when ordering Commingling or a Commingled Arrangement, Socket must designate, among other things: the UNE(s), combination of UNEs, and the facilities or services that Socket has obtained at wholesale from CenturyTel or another ILEC sought to be Commingled and the needed location(s); the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled; and how each connection (*e.g.*, cross-connected) is to be made between them. CenturyTel shall

take all reasonable steps to implement Socket's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to Socket's customer's service.

2.19.5.3 CenturyTel shall charge Socket the non-recurring and recurring rates applicable to the UNE(s), facilities or services that Socket has obtained at wholesale from CenturyTel. If any Commingling requested by Socket requires physical work to be performed by CenturyTel, and if an existing charge applies to that work, CenturyTel shall so inform Socket and, in such instance, CenturyTel shall charge Socket. A fee shall be calculated using the Time and Material charges as reflected in Article VIIA. CenturyTel's preliminary analysis to a BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which Socket requests CenturyTel to perform work not required by this Section 2.19.5, Socket shall be charged a market-based rate for any such work.

2.19.6 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any CenturyTel tariff, including without limitation CTEL Tariff F.C.C. No. 3 or 4 (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any UNE component(s) of the Commingled Arrangement with any special access component(s), *i.e.*, no ratcheting of the Commingled Arrangement.

2.19.7 Nothing in this Agreement shall impose any obligation on CenturyTel to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit Socket to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC, or by the Commission or court decision, imposed by statute, or by FCC or Commission rule.

2.19.8 Where a Commingled Arrangement to be provided to Socket involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.

2.19.9 Subject to this Section 2.19, CenturyTel shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.19.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from CenturyTel; or

2.19.9.2 Shares part of CenturyTel's network with access or wholesale services.

2.20 EELs Eligibility Requirements for Access to Certain UNEs.

2.20.1 Notwithstanding anything in this Agreement to the contrary, CenturyTel agrees to make available to Socket Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements combinations on the terms and conditions set forth below. CenturyTel shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with CenturyTel's network. CenturyTel shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in Applicable Law and in this Article VII.

2.20.2 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the following "Eligibility Requirements" set out in this Section 2.20.2 and its subsections below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (*e.g.*, the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by Socket at such a Socket collocation arrangement via a cross-connect):

2.20.2.1 an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or

2.20.2.2 an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.

2.20.2.3 CenturyTel shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.2.1 and 2.20.2.2) unless Socket satisfies all of the following conditions set forth in Section 2.20.2.3.1 through 2.20.2.3.4 ("Eligibility Requirements") for each High-Capacity Included Arrangement requested.

2.20.2.3.1 Socket (directly and not via an Affiliate) has received state certification from the Commission to provide local voice service in the area being served.

2.20.2.3.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.20.2.3.2.1 Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

2.20.2.3.2.1.1 Each DS1 equivalent circuit of a DS3 EEL or on any other High-Capacity Included Arrangement must have its own local telephone number assignment, so that each fully-utilized DS3 must have at least 28 local voice telephone numbers assigned to it;

2.20.2.3.2.1.2 Each circuit to be provided to each end user will have 911 or E911 capability prior to the provision of service over that circuit;

2.20.2.3.2.1.3 Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Article;

2.20.2.3.2.1.4 Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Article;

2.20.2.3.2.1.5 For each 24 DS1 EELs or other facilities having equivalent capacity, Socket will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.20.4 of this Article; and

2.20.2.3.2.1.6 Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.

2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Article if it is:

2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at CenturyTel's premises within the same LATA as the end user's premises, when CenturyTel is not the collocator; or

2.20.3.2 Located at a third party's premises within the same LATA as the Socket end user's premises, when CenturyTel is the collocator.

2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.3.2.1.4 and 2.20.3.3.2.1.5 of this Article if Socket will transmit the calling party's local telephone

number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the customer premises served by the High-Capacity Included Arrangement.

2.20.5 For a new circuit to which Section 2.20.2 applies, Socket may initiate the ordering process if Socket certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 2.20.2.3.2.I and Section 2.20.2.3.2.1.2, respectively. In such case, Socket shall satisfy Section 2.20.2.3.2.1 and/or Section 2.20.2.3.2.1.2 if it assigns the required local telephone number(s) and implements 911/E911 capability within 30 days after CenturyTel provisions such new circuit. Socket must provide CenturyTel with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.20.5.I Existing circuits, including conversions or migrations, are governed by Section 2.20.2. Section 2.20.5 does not apply to existing circuits to which Section 2.20.2.3.2.I.1 applies, including conversions or migrations (, Socket shall not be excused from meeting the Section 2.20.2.3.2.1 and Section 2.20.2.3.2.1.2 requirements for existing circuits at the time it initiates the ordering process).

2.20.6 Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a Commingled EEL as a UNE, Socket must certify to all of the requirements set out in Section 2.20.2. Socket may provide this certification by sending a confirming letter to CenturyTel or by completing a form provided by CenturyTel either on a single circuit or a blanket basis at Socket's option. A disconnect notice for any single circuit shall be sufficient to constitute notification to CenturyTel that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, Socket may provide written notification to CenturyTel from time to time, or will provide in response to CenturyTel's request, made no more often than once each calendar year, certifying that its circuits satisfy all of the requirements of Section 2.20.2. Socket must provide the certification required by this Section 2.20.6 on a form provided by CenturyTel, on a circuit-by-circuit/service-by-service/High-Capacity Included Arrangement-by-High-Capacity Included Arrangement basis. In lieu of a form provided by CenturyTel, Socket may use a form of its own until CenturyTel develops a form.

2.20.6.I If the information previously provided in a certification is inaccurate (or ceases to be accurate), Socket shall update such certification promptly within 2 Business Days with CenturyTel.

2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, CenturyTel may obtain and pay for an independent auditor to audit, on an annual

basis, to determine Socket's compliance in the State with the conditions set out in this Section 2.20.7 through Section 2.20.7.4. For purposes of calculating and applying an "annual basis," it means a consecutive 12-month period, beginning upon CenturyTel's written notice that an audit will be performed for the State.

2.20.7.1 [Intentionally omitted]

2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding Socket's compliance with the qualifying service Eligibility Requirements criteria. The independent auditor's report will conclude whether Socket complied in all material respects with this Section 2.20.

2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.20.7.4 Should the independent auditor's report conclude that Socket failed to comply in all material respects with Section 2.20, Socket must true-up any difference in payments paid to CenturyTel and the rates and charges Socket would have owed CenturyTel beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Article is effective. Socket shall submit orders to CenturyTel to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which Socket receives a copy of the auditor's report, and Socket shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following CenturyTel's acceptance of such order, unless Socket disputes the auditor's finding and initiates a proceeding at the Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. With respect to any noncompliant circuit for which Socket fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, CenturyTel may initiate and effect such a conversion on its own without any further consent by Socket. Socket must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service or group of wholesale services. Conversion shall not create any avoidable disruption to Socket's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to Socket for any work performed by CenturyTel unless Socket agrees to such charges in advance. Following conversion, Socket shall make the correct

payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which Socket does not meet the service Eligibility Requirements and conditions set forth in this Section 2.20 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if Socket disputes the auditor's finding and initiates a proceeding at the Commission, and, if the Commission upholds the auditor's finding, Socket shall true-up the payments made at UNE rates and the payments it should have paid.

2.20.7.4.1 To the extent that the independent auditor's report concludes that Socket failed to comply in all material respects with the service Eligibility Requirements, Socket shall reimburse CenturyTel for the actual cost of the independent auditor's work performed in auditing Socket's compliance with the service Eligibility Requirements and for CenturyTel's necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that CenturyTel is required to pay for Socket's costs under Section 2.20.7.4.2.

2.20.7.4.2 To the extent the independent auditor's report concludes that Socket complied in all material respects with the service Eligibility Requirements criteria, CenturyTel shall reimburse Socket for its necessary and reasonable staff time, other internal reasonable staff time and other reasonable costs associated with in responding to the audit (*e.g.*, collecting data in response to the auditor's inquiries, meeting for interviews).

2.20.7.5 Socket will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. Socket will maintain this documentation for the term of the Agreement plus a period of two years.

2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, Socket shall fully comply with this Section 2.20 in all cases and, further, the failure of CenturyTel to require such compliance, including if CenturyTel provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.20, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.21 Reservation of Rights/Intervening Law.

2.21.1 CenturyTel's provision of UNEs identified in this Article is subject to the intervening law/change in law provisions in the Article III of this Agreement and Applicable Law.

2.22 Various Subsections below list the Unbundled Network Elements that CenturyTel has agreed, subject to the other terms and conditions in this Agreement, to make available to

Socket for the provision by Socket of a Telecommunications Service. CenturyTel will make additional Unbundled Network Elements available pursuant to the BFR process set out in Section 2.38 of this Article.

2.23 Subject to the terms herein, CenturyTel is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. CenturyTel is not otherwise responsible for the Telecommunications Services provided by Socket through the use of those elements.

2.24 Except upon request, CenturyTel will not separate requested network elements that CenturyTel currently combines.

2.25 Where Unbundled Network Elements provided to Socket are dedicated to a single end user, if such elements are for any reason disconnected, they will be made available to CenturyTel for future provisioning needs unless such element is disconnected in error. Socket agrees to relinquish control of any such UNE concurrent with the disconnection of Socket's end user's services.

2.26 Each Party is solely responsible for the services it provides to its end users and to other telecommunications carriers.

2.27 CenturyTel will provide Socket reasonable notification of service-affecting activities that may occur in normal operation of CenturyTel's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by CenturyTel and Socket.

2.28 The use of the term "lease" herein notwithstanding, network elements and Section 251 Unbundled Network Elements provided to Socket under the provisions of this Article will remain the property of CenturyTel.

2.29 The Section 251 Unbundled Network Elements and network elements provided pursuant to this Agreement will be available to CenturyTel at times mutually agreed upon in order to permit CenturyTel to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.30 Except as provided in other Articles to this Agreement, Socket's use of any CenturyTel Section 251 Unbundled Network Element or network element, or of its own equipment or facilities in conjunction with any CenturyTel Section 251 Unbundled Network Element or

network element, will not materially interfere with or impair service over any facilities of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue or refuse service if Socket violates this provision, provided that such termination of service will be limited to Socket's use of the Section 251 Unbundled Network Element(s) or network element causing the violation.

2.31 CenturyTel and Socket will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (*e.g.*, interoffice cable cuts and central office power failure) which affect their Telecommunications Services. These plans will provide for restoration and disaster recovery for Socket customers at least equal to what CenturyTel provides for its customers and will allow Socket to establish restoration priority among Socket customers consistent with Applicable Law.

2.32 Order Rejections and Error Codes.

2.32.1 CenturyTel shall advise Socket of all errors that could cause a reject on an order on the initial rejection, with an explanation for each error. The explanations can be in the form of the standard error codes.

2.32.2 CenturyTel shall notify Socket thirty (30) days in advance of changes/additions to its standard error codes.

2.33 Performance of Unbundled Network Elements.

2.33.1 Upon Socket's request, CenturyTel shall provide Socket, in a reasonably prompt manner, technical information about CenturyTel's network facilities sufficient to facilitate Socket's access to UNEs consistent with the requirements of Applicable Law and this Agreement.

2.33.2 [Intentionally omitted]

2.33.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 C.F.R. §§ 51:325-335. Socket will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may

be required because of changes in facilities, operations or procedure of CenturyTel, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.33.4 CenturyTel will provide notification of network changes in accordance with 47 C.F.R. §§ 51.325-335.

2.33.5 For Unbundled Network Elements purchased through the BFR process, CenturyTel, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.

2.33.6 [Intentionally omitted]

2.33.7 Performance measurements applicable to CenturyTel's provisioning of UNEs under this Agreement, if any, will be governed by Article XV.

2.34 If one or more of the requirements set forth in this Article are in conflict, the Parties will mutually agree which requirement will apply.

2.35 When Socket purchases Unbundled Network Elements to provide interexchange services or Exchange Access services for intraLATA traffic originated by or terminating to Socket local service customers, CenturyTel will not collect access charges from Socket or other IXCs except for charges for Exchange Access transport services that an IXC elects to purchase from CenturyTel.

2.36 Socket will connect equipment and facilities that are compatible with the CenturyTel Unbundled Network Elements.

2.37 In the event that CenturyTel asserts that it does not have the ability to provide the requested network elements, CenturyTel shall provide a detailed explanation of the reason CenturyTel cannot provide the requested network elements. If the reason that CenturyTel cannot provide the requested network elements is due to a lack of facilities, CenturyTel shall have no obligation to construct such network elements at Socket's request. However, Socket may request to work with CenturyTel to establish a construction plan, and Socket shall bear all costs associated with engineering and constructing such additional network elements.

2.38 Bona Fide Request (BFR)

2.38.1 The sections below identify Unbundled Network Elements and provide terms and conditions on which CenturyTel will offer them to Socket. Any request by Socket for an additional Unbundled Network Element will be considered under the procedures set forth

below. Bona Fide Request ("BFR") is the process by which Socket may submit a request for CenturyTel to provide access to a network element that is new, undefined, or part of a new Commingled Arrangement (a "Request"), that is required to be provided by CenturyTel under the Act but is not available under this Agreement. Where facilities and equipment are not Currently Available, or where Socket requests UNEs that are superior or inferior in quality than those that CenturyTel provides to itself, Socket may request and, to the extent required by law and as CenturyTel may otherwise agree, CenturyTel will provide Unbundled Network Elements through the BFR process.

2.38.2 CenturyTel will promptly consider and analyze access to a new Unbundled Network Element with the submission of an Unbundled Network Element BFR hereunder.

2.38.3 Socket may submit an Unbundled Network Element BFR in writing utilizing either its own or CenturyTel's Unbundled Network Element BFR application form, which will include a technical description of each requested Unbundled Network Element, drawings when reasonably necessary, locations where reasonably necessary, a reasonably requested date when interconnection is requested and the projected quantity of interconnection points ordered with a three (3) year demand forecast.

2.38.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of the Act.

2.38.5 Socket may cancel an Unbundled Network Element BFR by providing written notice to CenturyTel in a commercially reasonable manner; provided, however, that Socket will pay CenturyTel its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date CenturyTel receives notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and if Socket has provided CenturyTel a deposit and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at Socket's option, either returned to Socket or credited toward additional developmental costs authorized by Socket. If such cancellation occurs later than ninety (90) calendar days from the date CenturyTel provides its final quote, Socket shall pay CenturyTel all reasonable costs incurred in developing the new element.

2.38.6 CenturyTel will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, CenturyTel will acknowledge receipt of the Unbundled Network Element BFR and, in such acknowledgement, advise Socket of any further information needed for a complete and accurate Unbundled Network Element BFR application form. Socket acknowledges that the time intervals set forth hereafter in this Section 2.38 begin once CenturyTel has received a complete and accurate Unbundled Network Element BFR application form.

2.38.7 Except under extraordinary circumstances, within thirty (30) days of its receipt of an Unbundled Network Element BFR, CenturyTel will provide to Socket a preliminary analysis of such Unbundled Network Element BFR. The preliminary analysis will (i) indicate that CenturyTel will offer the requested UNE to Socket or (ii) advise Socket that CenturyTel will deny its request, (*i.e.*, that access to the Unbundled Network Element BFR is not technically feasible or does not qualify as an Unbundled Network Element that CenturyTel must provide under the Act). If Socket has paid a deposit, CenturyTel will issue a credit to Socket, less CenturyTel's reasonable and demonstrable costs.

2.38.8 Following receipt of the preliminary analysis, Socket may, at its discretion, provide written authorization to CenturyTel to develop the Unbundled Network Element BFR and prepare a BFR final quote. Socket must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to CenturyTel within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and Socket will be required to submit a new Unbundled Network Element BFR thereafter should Socket desire to pursue a similar Unbundled Network Element.

2.38.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR final quote, CenturyTel shall provide Socket an Unbundled Network Element BFR final quote that will include, at a minimum, a description of each Unbundled Network Element, the availability, the applicable rates (to include costs), the installation intervals, Unbundled Network Element BFR development and processing costs, and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR.

2.38.10 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR final quote, Socket must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR final quote or (2) submit any disputed issues with the Unbundled Network Element BFR final quote for dispute resolution as provided for in Article III of this Agreement. If Socket confirms and authorizes the implementation of the requested service as outlined on the BFR, and provides payment of the amount quoted, minus a deposit (if paid), CenturyTel will promptly proceed with developing and providing the Unbundled Network Element.

2.38.11 If a Party to an Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for dispute resolution as provided for in Article III of this Agreement, which also provides for mediation or arbitration proceedings as needed.

2.38.12 If CenturyTel provides any Unbundled Network Element not identified in this Agreement to a requesting telecommunications carrier through the BFR process, CenturyTel will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the BFR process. CenturyTel shall notify all CLECs, pursuant to the process set forth in Article III, Section 32.2, that a new Unbundled Network Element will be available as a result of a BFR at such time as the new UNE becomes available. Whenever Socket requests to purchase a particular CenturyTel Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no Unbundled Network Element price has been established or agreed by the Parties, Socket's request will be considered as follows: CenturyTel will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) Business Days following CenturyTel's receipt of Socket's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) Business Days following Socket's receipt of the price quote, either Party may submit the matter for dispute resolution as provided for in Article III, Section 18 of this Agreement.

2.38.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR.

3.0 NETWORK INTERFACE DEVICE

3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, CenturyTel shall also provide nondiscriminatory access to the NID as a UNE, consistent with Section 2.1 of this Article. CenturyTel shall provide a NID as a UNE under the terms and conditions contained in this Section 3.0.

3.2 The NID UNE is defined as any means of interconnection of customer premises wiring to CenturyTel's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the demarcation point between the loop and the end user customer's inside wire. Except in multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building, maintenance and control of the end user customer's inside wiring (*i.e.*, on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user's inside wire on the end user's side of the NID must be resolved by the end user. Pursuant to applicable FCC rules, CenturyTel offers nondiscriminatory access to the NID on an unbundled basis to Socket for the provision of a Telecommunications Service. Socket access to the NID is offered as specified below.

3.3 Socket may obtain unbundled access to the NID on CenturyTel's network side on a stand-alone basis to permit Socket to connect its own loop facilities to the premises wiring at any customer locations. Any repairs, upgrade and rearrangements to the NID required by Socket will be performed by CenturyTel based on Time and Material charges set out in the Pricing Schedule, attached as Article VIIA. CenturyTel, at the request of Socket, will disconnect the CenturyTel local loop from the NID, at charges reflected in Pricing Schedule. Socket may elect to disconnect CenturyTel's local loop from the NID on the customer's side of the NID, but Socket shall not perform any disconnect on the network side of the NID.

3.4 With respect to multiple dwelling units or multiple-unit business premises, Socket shall have the option of connecting directly with the end user's premises wire, or may connect with the end user's premises wire via CenturyTel's NID.

3.5 CenturyTel shall be under no obligation to install a NID in order to enable Socket to interconnect to such NID, but CenturyTel shall make available to Socket any NID that exists at the time Socket seeks interconnections to a NID to serve an end user customer. The NIDs that Socket uses under this Article will be existing NIDs installed by CenturyTel to serve its end users.

3.6 Neither Party shall attach to or disconnect the other Party's ground. Neither Party shall cut or disconnect the other Party's loop from the NID and/or its protector. Neither Party shall cut any other leads in the NID.

3.7 If Socket requests any additional types of access to the NID not specifically referenced above, CenturyTel will consider the requested type of access via a mutually feasible method, to be facilitated via the BFR process.

4.0 LOCAL LOOP

4.1 Consistent with Section 2.1 of this Article, CenturyTel shall provide unbundled local loops under the following terms and conditions.

4.2 A local loop is a transmission facility between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an end user customer's premises. Consistent with Applicable Law, CenturyTel will make available the UNE loops set forth below between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an end user's premises. The Parties acknowledge and agree that CenturyTel shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. The local loop UNE includes all features, functions and capabilities of the transmission facility, including the NID and attached electronics (except those electronics used for the provision of advanced services,

such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices used to establish the transmission path to the end-user customer's premises, as well as any inside wire owned or controlled by CenturyTel that is part of that transmission path. CenturyTel shall provide requested line conditioning on copper local loops as required by Applicable Law, subject to applicable non-recurring rates. The local loop UNE includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops to the extent required by Applicable Law, and where such loops are deployed in CenturyTel Wire Centers. Socket agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In accordance with 47 C.F.R. § 51.319(a)(8), CenturyTel shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid loop, for which Socket may obtain or has obtained access pursuant to this Agreement.

4.2.1 When a local loop UNE is ordered to a high voltage area, the Parties understand and agree that the local loop UNE will require a High Voltage Protective Equipment (HVPE) (*e.g.*, a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and Socket's end-user customer. Therefore, any request by Socket for a local loop UNE to a high voltage area will be submitted by Socket to CenturyTel. If Socket requests that CenturyTel provision the HVPE, Socket shall be required to pay CenturyTel on an individual-case basis (ICB) for the HVPE that is provisioned by CenturyTel to Socket in connection with Socket's UNE loop order to the high voltage area.

4.3 Routine Network Modifications to UNE Loops.

4.3.1 CenturyTel shall make routine network modifications to unbundled loop facilities used by Socket where the requested loop facility has already been constructed. CenturyTel shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.3.2 A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyTel ordinarily attaches to a loop to activate such. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a

requesting telecommunications carrier, and CenturyTel is not obligated to perform those activities for Socket.

4.3.3 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (*e.g.*, controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyTel is not obligated to perform those activities for a requesting telecommunications carrier.

4.3.4 CenturyTel shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyTel's retail customers.

4.3.5 CenturyTel shall provide routine network modifications at the rates, terms and conditions set out in this Article and in the Pricing Schedule.

4.4 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in the Pricing Schedule:

4.4.1 2-Wire Analog Loop

4.4.1.1 A 2-Wire Analog Loop is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.4.1.2 If Socket requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC), CenturyTel will, where available, move the requested unbundled loop(s) to a spare, existing physical or a universal digital loop carrier unbundled loop at no additional charge to Socket. If, however, no spare unbundled loop is available, CenturyTel will, within four (4) Business Days, excluding weekends and holidays, of Socket's request, notify Socket of the lack of available facilities.

4.4.2 4-Wire Analog Loop

4.4.2.1 A 4-Wire Analog Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.

4.4.3 2-Wire Digital Loop

4.4.3.1 A 2-Wire Digital Loop 160 Kbps is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.4.4 4-Wire DS1 Digital Loop

4.4.4.1 A DS1 4-Wire Digital Loop 1.544 Mbps is a transmission facility from the CenturyTel Central Office to the end user premises that will support DS1 service (*i.e.*, usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.4.4.2 DS1 loops will be available to Socket, without limitation, regardless of the technology used to provide such loops, *e.g.*, 2-Wire and 4-Wire HDSL or SHDSL, fiber optics, used by CenturyTel to provision such loops.

4.4.5 DS3 Digital Loop

4.4.5.1 A DS3 Digital Loop provides a digital, 45 Mbps transmission facility from the CenturyTel Central Office to the end user premises.

4.5 [Intentionally omitted]

4.6 Hybrid Loops.

4.6.1 A Hybrid Loop is a local loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At Socket's request, CenturyTel shall provide Socket access to a Hybrid Loop as set forth in this Section.

4.6.2 For narrowband access, CenturyTel shall provide non-discriminatory access either to an entire Hybrid Loop capable of voice grade services (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or to a spare home-run copper loop serving that customer on an unbundled basis.

4.6.3 A fiber-to-the-home (FTTH) loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

4.6.4 A fiber-to-the-curb (FTTC) loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises

or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in the FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

4.6.5 CenturyTel is not required to provide Socket with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyTel deploys such loop to an end user customer's premises that previously has not been served by any loop facility.

4.6.6 CenturyTel is not required to provide Socket non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyTel has deployed such a loop in parallel to, or in replacement of, an existing copper loop facility, except that:

4.6.6.1 CenturyTel must maintain the existing copper loop connected to the particular end user customer's premises after deploying the FTTH or FTTC loop and provide Socket non-discriminatory access to that copper loop on an unbundled basis unless CenturyTel retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv).

4.6.6.2 If CenturyTel maintains the existing copper loop pursuant to Section 4.6.6.1, CenturyTel is not required to incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request from Socket pursuant to Section 4.6.6.1, in which case CenturyTel will restore the copper loop to serviceable condition upon Socket's request.

4.6.6.3 If CenturyTel retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv), CenturyTel will provide Socket non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

4.6.7 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, CenturyTel must comply with:

4.6.7.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and 47 C.F.R. §§ 51.325 through 51.335; and

4.6.7.2 Any applicable state requirements.

4.7 Access to Loops.

4.7.1 Pursuant to Applicable Law, Socket's access to high-capacity loops under Section 251 shall be limited with respect to loops obtained to serve buildings in certain locations. For purposes of this Section 4.7, the following definitions apply:

(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. § 51.5.

(B) A "building" is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to a multi-tenant property with a single street address, an individual tenant's space shall constitute one building for purposes of this Article (1) if the multi-tenant property is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all Telecommunications Services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all Telecommunications Services to that building's tenants must pass would be a single "building" for purposes of this Section 4.7. A building for purposes of this Section 4.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as such structures have a unique street address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Section 4.7.

(C) A "business line" is defined in accordance with 47 C.F.R. § 51.5.

4.7.1.1 CenturyTel shall provide Socket DS1 loops to any building that is not served by a CenturyTel Wire Center with at least 60,000 business lines and at least four fiber-based collocators, except that Socket shall not be entitled to obtain more than 10 DS1 loops to a single building.

4.7.1.2 CenturyTel shall provide Socket DS3 loops to any building not served by a Wire Center with at least 38,000 business lines and at least four fiber-based collocators, except that Socket shall not be entitled to obtain more than one DS3 loop to a single building.

4.7.1.3 CenturyTel Wire Centers with at least 60,000 business lines and at least four fiber-based collocators at the time the Agreement becomes effective are listed in Exhibit A. CenturyTel Wire Centers with at least 38,000 business lines and at least four fiber-based collocators at the time the Agreement becomes effective are listed in Exhibit A. If CenturyTel later identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, CenturyTel will provide Socket notice in accordance with the notice provisions of this Agreement. Socket shall not be able to order new DS1 loops for the identified Wire Centers 30 days after the date of the notice subject to the dispute

resolution section of Article III of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the Parties will abide by the Commission's decision. During the course of any dispute under this Section, Socket will be able to order and CenturyTel shall provision UNE loops consistent with the provisions of Section 4.7.3.

4.7.2 Self-certification with respect to DS1 and DS3 loops.

4.7.2.1 Socket shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop intended to be used to serve a new customer (*i.e.*, ordered on or after March 11, 2005 and, therefore, not part of Socket's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 and its subsections above prior to submitting its order to CenturyTel. Exhibit A identifies the wire centers having met the thresholds set forth in Section 4.7.1.1 and 4.7.1.2, and those Sections shall apply. Additionally, CenturyTel will post a list on its provided website identifying its Wire Centers that it asserts meets the thresholds set forth in Section 4.7.1.1 and 4.7.1.2. (A) For situations where Exhibit A or CenturyTel's posted list does not identify a Wire Center(s) relevant to Socket's order for DS1 or DS3 UNE loop(s), Socket shall self-certify, if requested to do so by CenturyTel, that based on that reasonable inquiry it is Socket's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 and its subsections as to the particular UNE(s) sought. (B) For situations where Exhibit A or CenturyTel's posted list identifies such a Wire Center but Socket disputes that such Wire Center(s) has met the applicable threshold criteria, Socket also shall self-certify in the manner set forth immediately above. (If, pursuant to any carrier's prior dispute, the Commission already has determined that a particular CenturyTel Wire Center has met the applicable threshold, Socket will not challenge CenturyTel's posting or designation of DS1 and/or DS3 loops in that Wire Center as having met the thresholds under Section 4.7.1.1 and 4.7.1.2.) In either situation (A) or (B), CenturyTel shall provision the requested DS1 or DS3 loop in accordance with Socket's order and within CenturyTel's standard ordering interval applicable to such loops. CenturyTel shall have the right to contest any such orders and/or Socket's ability to obtain a requested DS1 or DS3 UNE loop only after provisioning, by notifying Socket in writing of its dispute. If the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of CenturyTel's written dispute notice, either Party may initiate binding arbitration pursuant to Section 18.3 of Article III without further delay and otherwise exercise its rights under Section 18.0 of Article III. If the Parties determine through informal dispute resolution, or if it is otherwise determined in a legally binding way (*i.e.*, the determination has not been stayed pending appeal, if an appeal is being pursued) that Socket was not entitled to the provisioned DS1 or DS3 UNE loop, the rates paid by Socket for the affected loop shall be subject to true-up, and Socket shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30 days of such determination. If

Socket does not transition the loop within the 30 day period, then CenturyTel may disconnect the loop or convert it to an analogous service.

4.8 Transition for Existing Section 251 Unbundled DS1 and DS3 Loops.

4.8.1 CenturyTel will provide written notice to Socket no later than February 10, 2006 of the DS1 and DS3 loops that are required to be transitioned to other facilities by March 11, 2006. If Socket has not submitted an LSR or ASR, as applicable, to CenturyTel requesting conversion of the Declassified loop(s) to another wholesale service, then on March 11, 2006, CenturyTel shall convert the Declassified loop(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as CenturyTel and Socket may agree upon (*e.g.*, via a separate agreement at market-based rates or resale). Conversion of loops shall be performed in a manner that minimizes the disruption or degradation to Socket's customer's service, and at no charge to Socket.

4.8.2 As of the date of conversion of DS1 and/or DS3 loops under Sections 4.7.2.1 and 4.8.1 above, any services or products provided by CenturyTel in conjunction with such loops (*e.g.*, cross-connects) shall be billed at wholesale rates. Cross-connects obtained under CenturyTel's Physical Collocation tariff shall not be repriced to access rates.

5.0 DARK FIBER DEDICATED TRANSPORT

5.1 Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying Telecommunications Services. Dark fiber is unlit optic cable that is deployed within CenturyTel's network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Dark fiber includes unlit fiber that could be, but is not currently, spliced or terminated in any segment including any "dead count," as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 5.4.

5.2 [Intentionally omitted]

5.3 Dark Fiber Transport.

5.3.1 At unbundled Dedicated Transport Dark Fiber segments in routes that have not been Declassified, CenturyTel will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 5.4 below. UNE Dedicated Transport Dark Fiber is defined as CenturyTel dark fiber interoffice transmission facilities dedicated to Socket that are within CenturyTel's network, connecting CenturyTel switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the CenturyTel network and Socket's network or the

location of Socket equipment. CenturyTel will offer UNE Dedicated Transport Dark Fiber to Socket when Socket has collocation space in each CenturyTel Central Office where the requested UNE Dedicated Transport Dark Fiber(s) terminates.

5.3.2 CenturyTel will provide dark fiber transport under Section 251 between any pair of its Wire Centers, except where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. CenturyTel's Wire Centers in the State shall be classified as either Tier 1, Tier 2 or Tier 3 as follows:

5.3.3 Wire Center "Tiers"

(A) Tier 1 Wire Centers are those CenturyTel Wire Centers that contain at least four fiber-based collocators, at least 38,000 business line, or both. Tier 1 Wire Centers also are those CenturyTel tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center. Exhibit A contains a list of CenturyTel Wire Centers that meet the criteria for being designated as a Tier 1 Wire Center at the time the Agreement becomes effective.

(B) Tier 2 Wire Centers are those CenturyTel Wire Centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center. Exhibit A contains a list of CenturyTel Wire Centers that meet the criteria for being designated as a Tier 2 Wire Center at the time the Agreement becomes effective.

(C) Tier 3 Wire Centers are those CenturyTel Wire Centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.

(D) If CenturyTel later identifies Wire Centers in addition to those listed on Exhibit A that change Tier classification after the Agreement becomes effective, CenturyTel will provide Socket notice in accordance with the notice provisions of this Agreement. Disputes regarding CenturyTel classification of Wire Centers may be addressed through the dispute resolution process set out in Article III of this Agreement.

5.4 Spare Fiber Inventory Availability and Condition.

5.4.1 All available spare dark fiber will be provided "as is." No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for CenturyTel's forecasted growth, defective fibers, or assigned fibers. Socket will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

5.4.2 Determining Spare Fibers.

5.4.2.1 CenturyTel will inventory dark fibers. Spare fibers do not include the following:

5.4.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

Cables with 24 fibers and less: two maintenance spare fibers
Cables with 36 and 48 fibers: four maintenance spare fibers
Cables with 72 and 96 fibers: eight maintenance spare fibers
Cables with 144 fibers: twelve maintenance spare fibers
Cables with 216 fibers: 18 maintenance spares
Cables with 288 fibers: 24 maintenance spares
Cables with 432 fibers: 36 maintenance spares
Cables with 864 fibers: 72 maintenance spares

5.4.3.2.2 Defective fibers. Defective Dedicated Transport Dark Fiber, if any, will be deducted from the total number of spare Dedicated Transport Dark Fiber that would otherwise be available.

5.4.2.2.1 CenturyTel growth fibers. Fibers documented as reserved by CenturyTel for utilization for growth within the 12 month–period following the carrier's request.

5.4.2.2.2 Assigned fibers. Dedicated Transport Dark Fiber with CenturyTel or other CLEC working or pending optronics installations.

5.4.3 The appropriate CenturyTel engineering organization will maintain records on each fiber optic cable for which Socket requests dark fiber.

5.4.4 Quantities and Time Frames for Ordering Dark Fiber:

5.4.4.1 The minimum number of fiber strands that Socket can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that

Socket can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, CenturyTel will provide the remaining spares one strand at a time and in no more than a quantity of 2 strands.

5.4.4.2 If Socket wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing Socket's specific point-to-point (A to Z) dark fiber requirements. When Socket submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Pricing Schedule.

5.4.4.3 If spare dark fiber is available, as determined under this Agreement, CenturyTel will notify Socket, and Socket may place an Access Service Request (ASR) for the dark fiber.

5.4.4.4 Dark fiber will be assigned to Socket only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When Socket submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Schedule.

5.4.5 Right of Revocation of Access to Dark Fiber.

5.4.5.1 Should Socket not utilize the fiber strand(s) subscribed to within the 12-month period following the date CenturyTel provided the fiber(s), CenturyTel may revoke Socket's access to dark fiber and recover those fiber facilities and return them to CenturyTel inventory. CenturyTel may invoke this right by providing 10 days' written notice to Socket that CenturyTel is reclaiming the fibers.

5.4.5.2 CenturyTel may reclaim from Socket the right to use dark fiber, whether or not the dark fiber is being utilized by Socket, upon twelve (12) months' written notice to Socket. CenturyTel will provide an alternative facility for Socket with the same bandwidth Socket was using prior to reclaiming the facility. CenturyTel must also demonstrate to Socket that the dark fiber will be needed to meet CenturyTel's bandwidth requirements within the 12 months following the revocation.

5.4.6 Access Methods Specific to Dark Fiber.

5.4.6.1 At CenturyTel Central Offices, the dark fiber terminates on a fiber distribution frame, or its equivalent, in the Central Office. Socket's access is provided through an approved collocation access. Socket may collocate, provided a collocation application is made and associated criteria are met, when seeking interconnection. The only method of access for placing equipment for dark fiber is collocation.

5.4.6.2 The demarcation point for dark fiber at Central Offices, remote terminals and customer premises will be in a CenturyTel-approved splitter shelf. This arrangement allows for non-intrusive testing.

5.4.6.3 [Intentionally omitted]

5.4.7 Installation and Maintenance for Dark Fiber.

5.4.7.1 CenturyTel will install demarcations and place the fiber jumpers from the fiber distribution frame, or its equivalent, optic terminals to the demarcation point. Socket will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the Socket equipment.

5.4.7.2 Routine Network Modifications for Unbundled Dark Fiber Transport Provided Under Section 251.

5.4.7.2.1 [Intentionally omitted]

5.4.7.2.2 CenturyTel shall make routine network modifications to UNE Dedicated Transport Dark Fiber used by requesting telecommunications carriers for the provision of Telecommunication Services where the requested UNE Dedicated Transport Dark Fiber facilities have already been constructed. CenturyTel shall perform routine network modifications to UNE Dedicated Transport dark fiber in a nondiscriminatory fashion without regard to whether such fiber being accessed was constructed on behalf, or in accordance with, the specifications of any telecommunications carrier.

5.4.7.2.3 A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting telecommunications carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dedicated transport dark fiber (*i.e.*, optronics), and CenturyTel is not obligated to perform those activities for a requesting telecommunications carrier.

5.5 In its TRO Remand Order, the FCC determined that all dark fiber loops shall be Declassified and that dark fiber dedicated transport shall be Declassified on those routes where both CenturyTel Wire Centers are classified as either Tier 1 or Tier 2. As a result, CenturyTel shall not be required to provide and Socket shall not order such Declassified dark fiber loop and/or dark fiber transport as Section 251 UNEs.

6.0 SUBLOOPS

6.1 CenturyTel will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. CenturyTel will consider and respond to all requests for access to subloops through the BFR process set forth in Sections 2.38.2 through 2.38.10 of this Article, except as expressly modified by the provisions of this Section 6. Sound engineering judgment will be utilized to ensure network security and integrity. Each Socket request for subloops will be analyzed on a case-by-case basis. Section 2.38.11 of this Agreement shall apply such that a BFR shall not be required from Socket to develop an access arrangement for subloops in a location where an arrangement already exists and is available for use by Socket. Furthermore, Section 2.38.12 (requiring an amendment to this Agreement) shall not apply.

6.2 CenturyTel is not required to provide Socket access to dark fiber subloops. The copper subloops that CenturyTel will offer under the terms of this Section 6 shall be "Spare," meaning that they shall be an existing subloop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to Socket and Socket has requested reuse of the subloop and will port the customer's telephone number to Socket. If a subloop has been disconnected, and thus an end-user is no longer receiving service via that subloop, and such subloop has been determined to be a non-defective pair, then that subloop would be considered an existing Spare portion of the loop.

6.3 Copper Subloops. CenturyTel will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a copper loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in CenturyTel's outside plant, including inside wire owned or controlled by CenturyTel, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters and load coils, used to establish the transmission path. Copper subloops can be used by Socket to provide voice-grade services as well as digital subscriber line services. Copper subloop consists of the distribution portion of the copper loop. CenturyTel is not obligated to offer feeder loop plant as a stand-alone UNE.

6.3.1 An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

6.3.2 Access to copper subloops is subject to the collocation provisions of this Agreement. Socket will establish collocation using the collocation process as set forth in Article XVII this Agreement, or will establish an access arrangement to obtain access to subloops in

accordance with the BFR process set out in Section 2.38 of this Article, either of which are necessary to interconnect to the CenturyTel subloop network. Socket is not required to have a collocation arrangement in the CenturyTel serving Wire Center in order to establish an arrangement for access to a subloop.

6.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities and will take into account that Socket, unlike CenturyTel, may not require as many subloop facilities. For example, where interfaces between feeder and distribution cable are currently administered in 25 pair cable compliments, Socket may request and will then be assigned a smaller number of cable pairs. Subloop inquiries do not serve to reserve subloop(s).

6.5 Construction of a facility arrangement that provides Socket with access to the subloops it requests shall take up to ninety (90) days to complete depending upon project size and scope. The time period begins when Socket submits to CenturyTel written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by Socket through the BFR process. The balance of the payment shall be made upon completion of construction and testing of the subloop(s).

6.5.1 In the event Socket disputes the cost quoted by CenturyTel, Socket may initiate dispute resolution under the procedures set forth in Article III, Section 18, of this Agreement. CenturyTel will proceed with construction of the arrangement upon receipt from Socket of not less than fifty percent (50%) of the total estimated costs even if Socket has disputed the cost and initiated dispute resolution.

6.5.2 Socket's payment shall be subject to any "true-up," if applicable, upon resolution of the dispute in accordance with the dispute resolution procedures.

6.6 Upon completion of the construction activity, Socket will be allowed to test the installation with a CenturyTel technician. If Socket desires test access to the arrangement for subloops, Socket must place its own test point in its cable prior to cable entry into CenturyTel's interconnection point. Once Socket has paid the balance of payment due CenturyTel in accordance with Section 6.5 above, Socket may place an order for subloops at the location. Whether Socket places such order via the established LSR or ASR process will be determined in the BFR process and will be dependent on the type of subloop access arrangement Socket seeks. Prices at which CenturyTel will provide Socket with subloops at that location shall be determined through the BFR process as set forth in Section 2.38 of this Article. The nonrecurring and monthly recurring charges for a requested subloop shall be developed by CenturyTel as part of the development of the price quote in the BFR process. In no event, however, will the monthly recurring charge

(MRC) for a subloop be higher than the MRC that would apply had that subloop been ordered and provisioned as a complete UNE loop.

6.7 Multiunit premises wiring. CenturyTel will make available to Socket access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by CenturyTel at a multiunit customer premises between the minimum point of entry and the point of demarcation.

6.7.1. An accessible terminal is any point in CenturyTel's network where a technician can access the wire within the cable (*e.g.*, via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

6.7.2 Upon request for interconnection at a multiunit premises where CenturyTel owns, controls, or leases wiring, CenturyTel will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring, either Party may invoke the dispute resolution provisions of this Agreement.

6.7.3 CenturyTel will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

6.8 Facility Relocation. The Parties agree to work cooperatively and in good faith in the event that CenturyTel is required to undertake a relocation of its facilities that include Socket's subloop arrangements. CenturyTel shall notify Socket of pending relocation as soon as reasonably possible after CenturyTel receives such notice from the property owner or governmental entity that it must relocate its ILEC facilities. Notice shall be provided in accordance with the notice provisions elsewhere in this Agreement. CenturyTel's notice shall specify a date reasonable under the circumstances of the pending relocation by which Socket must inform CenturyTel of its intention to remain, or not remain, in an access arrangement for subloop(s) following the relocation. If CenturyTel receives no response to such notice by the date specified, Socket shall be deemed to have determined not to remain, and its facilities will be removed and Socket billed as provided in Section 6.8.2 below.

6.8.1 If Socket notifies CenturyTel that it intends to remain in a subloop arrangement following relocation, CenturyTel shall then provide Socket a written estimate of the reasonable cost

to terminate Socket's facilities as part of the relocation of the site. The estimate shall be provided to Socket within 30 Business Days after notification is provided by Socket. Socket shall notify CenturyTel of acceptance or rejection of the new subloop access arrangement within 10 Business Days of its receipt of CenturyTel's estimate. Upon acceptance of the CenturyTel estimate, Socket shall pay at least 50% of the relocation costs at the same time as it notifies CenturyTel of its acceptance of estimated costs.

6.8.2 If Socket decides not to continue in a subloop access arrangement following relocation, Socket will notify CenturyTel as to the date that CenturyTel may remove Socket's facilities from the arrangement that CenturyTel is required to relocate. Socket will pay CenturyTel for all actual itemized costs incurred by CenturyTel associated with the removal of Socket's facilities.

7.0 DEDICATED TRANSPORT

7.1 CenturyTel shall provide unbundled Dedicated Transport under Section 251 in accordance with the terms and conditions set out in Sections 7.2 through 7.11 of this Article. Dedicated Transport unbundled under Section 251 shall be provided subject to the location limitations and the transition plan set forth in Section 7.10 of this Article.

7.2 "Dedicated Transport" is defined as an Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated CenturyTel Central Offices. Dedicated Transport may only extend between two CenturyTel Central Offices.

7.2.1 As a result of the TRRO's finding of non-impairment for Dedicated Transport entrance facilities, CenturyTel is not obligated to provide Socket with unbundled access to such facilities pursuant to Section 251.

7.3 CenturyTel will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport circuits and associated multiplexing or other optional features ordered by Socket.

7.4 Subject to the caps set forth in Sections 7.10.1 and 7.10.2, unbundled Dedicated Transport will be provided only where such facilities exist at the time of Socket's request, and only over routes where UNE Dedicated Transport has not been Declassified. CenturyTel will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

7.5 Other optional features available to Socket with unbundled Dedicated Transport (*e.g.*, multiplexing) are available at the rates listed in the Pricing Schedule set forth in Article VIIA.

7.6 Access to unbundled Dedicated Transport will be provided via Collocation or via entrance facilities purchased from a third party or from CenturyTel under applicable access tariffs. If Socket provides the circuit between its premises collocated in CenturyTel's Central Office or Wire Center and CenturyTel's network, then the cross-connect rates contained in CenturyTel's Physical Collocation tariff will apply.

7.7 Routine Network Modifications for Dedicated Transport Unbundled under Section 251.

7.7.1 CenturyTel shall make routine network modifications to unbundled Dedicated Transport facilities used by Socket where the requested. Unbundled Dedicated Transport facilities have already been constructed. CenturyTel shall perform routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the unbundled Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

7.7.2 A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer; and reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and CenturyTel is not obligated to perform those activities for Socket.

7.7.3 CenturyTel shall provide routine network modifications at the rates, terms and conditions set out in this Article and in Article VIIA. A rate for any routine network modification shown as "ICB" in Article VIIA or the applicable tariff indicates that the Parties have not negotiated, and/or that the Commission has not reviewed and approved a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications. If the Parties are unable to agree upon the resulting ICB rate, the Parties may agree to that rate on an interim basis, and either Party may submit the disputed rate for dispute resolution as provided for in Article III of this Agreement.

7.8 Diversity.

7.8.1 When requested by Socket and where such interoffice facilities exist at the time of Socket's request and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. If changes in the network remove the physical diversity in the future, CenturyTel will not guarantee that diversity will be made available.

7.8.2 CenturyTel shall provide in the same manner as CenturyTel does for itself, the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by Socket shall be subject to additional charges, if any. Where physical diversity does not exist for Dedicated Transport, CenturyTel shall provide such diversity through the BFR process. When additional costs are incurred by CenturyTel for Socket-specific diversity. CenturyTel will advise Socket of the applicable additional charges. CenturyTel will not process the request for diversity until Socket accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until Socket accepts the additional charges.

7.8.3 Socket's additional cost, if any, for requested Dedicated Transport diversity shall be as determined in a cost proceeding via a BFR.

7.9 [Intentionally omitted]

7.9.1 [Intentionally omitted]

7.9.2 [Intentionally omitted]

7.10 Limitations on Access to DS1 and DS3 Dedicated Transport Unbundled under Section 251.

7.10.1 CenturyTel will provide DS1 Dedicated Transport unbundled under Section 251 on all routes between CenturyTel Wire Centers that are classified as Tier 2 and Tier 3 on one or both ends of the route. (The classification criteria for CenturyTel Wire Centers is set forth in Section 5.3.3 of this Article.) Socket may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis ("DS1 Threshold").

7.10.2 CenturyTel will provide DS3 Dedicated Transport unbundled under Section 251 on all routes between CenturyTel Wire Centers that are classified as Tier 3 on one or both ends of the route. Socket may obtain a maximum of 12 unbundled DS3 Dedicated Transport

circuits on each route for which CenturyTel is required to provide DS3 Dedicated Transport under Section 251.

7.10.3 Socket shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Dedicated Transport circuit satisfies the availability criteria set forth in Sections 7.10.1 and 7.10.2 above prior to submitting its order to CenturyTel. Socket shall self-certify that, based on that reasonable inquiry, it is Socket's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 7.10.1 or 7.10.2, as applicable, to the particular UNE(s) sought. If Socket's self-certification complies with this Section, CenturyTel shall provision the requested DS1 or DS3 transport circuit in accordance with Socket's order and within CenturyTel's standard ordering interval applicable to such circuits. CenturyTel shall have the right to contest such orders, and Socket's ability to obtain a requested DS1 or DS3 UNE Dedicated Transport only after provisioning, by notifying Socket in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of CenturyTel's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (*i.e.*, the determination has not been stayed pending appeal, if an appeal is being pursued) that Socket was not entitled to the provisioned DS1 or DS3 UNE Dedicated Transport, the rates paid by Socket for the affected transport shall be subject to true-up, and Socket shall be required to transition from the UNE DS1 or DS3 transport to an alternative service/facility within 30 days of such determination. If Socket does not submit an order for disconnection or an order to transition the transport circuit to special access, or another CenturyTel service on which the Parties mutually agree, within the 30 day period, then CenturyTel may disconnect the transport circuit. Any such conversion of DS1 and DS3 transport circuits shall be performed in a manner that minimizes the disruption or degradation to Socket's customer's service.

7.10.4 [Intentionally omitted]

8.0 DIGITAL CROSS-CONNECT SYSTEM (DCS)

8.1 CenturyTel offers a DCS as NRS (Network Reconfiguration Service) through its applicable federal tariff(s), and Socket may request NRS pursuant to the terms and conditions of that tariff.

9.0 CALL-RELATED DATABASES

9.1 Access to the CenturyTel 911 or E911 call-related databases will be provided as described in Article XI.

10.0 CROSS-CONNECTS

10.1 The cross-connect is the media between the CenturyTel distribution frame and a Socket-designated collocated space or other CenturyTel Unbundled Network Elements purchased by Socket under this Agreement provided by CenturyTel pursuant to Section 251 of the Act.

10.2 CenturyTel offers a choice of loop cross-connects with each unbundled loop type detailed in Article VIIA. CenturyTel will charge Socket the appropriate rate as shown in Article VIIA, labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing." Cross-connects will be made available for loops and combinations of loops and transport with the following testing options, at Socket's discretion: at both ends of the circuit; at one end of the circuit; or without testing. At Socket's request, a cross-connect with testing may be ordered at one end of an EEL circuit and a cross-connect without testing at the other end of that EEL circuit.

10.3 The applicable loop cross-connects shall include, but shall not be limited to, the following:

10.3.1 2-Wire Analog Loop to Collocation

10.3.2 2-Wire Analog Loop to Collocation (without testing)

10.3.3 4-Wire Analog Loop to Collocation

10.3.4 4-Wire Analog Loop to Collocation (without testing)

10.3.5 2-Wire Digital Loop to Collocation

10.3.6 2-Wire Digital Loop to Collocation (without testing)

10.3.7 4-Wire Digital Loop to Collocation/Mux (without testing)

10.3.8 DSL shielded cross-connect to Collocation

10.3.9 2-Wire DSL non-shielded cross-connect to Collocation

10.3.10 4-Wire DSL non-shielded cross-connect to Collocation

10.3.11 DS3 loop to Collocation

10.3.12 DS3 loop to mux

10.3.13 DS3 loop to Dedicated Transport

10.3.14 DS1 loop to Collocation

10.3.15 DS1 loop to mux

10.3.16 DS1 loop to Dedicated Transport

10.4 The applicable Dedicated Transport cross-connects include, but are not limited to:

10.4.1 DS-1 to Collocation

10.4.2 DS-1 to mux

10.4.3 DS-1 to loop

10.4.4 DS-3 to Collocation

10.4.5 DS-3 to mux

10.4.6 DS-3 to loop

10.4.7 Dark fiber transport to Collocation

10.5 [Intentionally omitted]

10.5.1 [Intentionally omitted]

10.5.2 [Intentionally omitted]

10.5.3 [Intentionally omitted]

10.5.4 [Intentionally omitted]

10.5.5 [Intentionally omitted]

10.6 [Intentionally omitted]

10.6.1 [Intentionally omitted]

10.6.2 [Intentionally omitted]

10.7 [Intentionally omitted]

10.7.1 [Intentionally omitted]

10.7.2 [Intentionally omitted]

10.7.3 [Intentionally omitted]

10.7.4 [Intentionally omitted]

10.8 Cross-connects to the collocation arrangement associated with unbundled local loops are available with or without automated testing and monitoring capability.

10.9 CenturyTel offers the choice of cross-connects with subloop elements as detailed in Article VIIA. CenturyTel will charge Socket the appropriate rate as shown in Article VIIA, labeled "Subloop Cross Connect."

11.0 ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS

This Section 11 sets forth additional requirements for Unbundled Network Elements that CenturyTel agrees to offer to Socket under this Agreement.

11.1 CenturyTel will offer unbundled local loops with and without automated testing and monitoring services where technically feasible and where CenturyTel uses such testing and monitoring itself or offers these services to any other carrier including any Affiliate of CenturyTel. If Socket uses its own testing and monitoring services, CenturyTel still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

11.2 Synchronization.

11.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous network elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous network elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

11.2.2 Technical Requirements.

To the extent technically feasible, CenturyTel will provide synchronization to equipment that is owned by CenturyTel and is used to provide a network element to Socket in the same manner that CenturyTel provides synchronization to itself.

12.0 PRICING

12.1 Price Schedules.

Article VIIA contains a schedule that reflects the prices at which CenturyTel agrees to furnish Unbundled Network Elements required to be provided to Socket under Section 251 of the Act.

EXHIBIT "A"

WIRECENTER NAME	CLLI CODE
None	

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
CENTURYTEL OF MISSOURI, LLC D/B/A CENTURYTEL
AND
SOCKET TELECOM, LLC

This Amendment (the "Amendment") modifies the Interconnection Agreement approved by the Missouri Public Service Commission on October 13, 2006 in Case No. TO-2006-0299 by and between CenturyTel of Missouri, LLC ("CenturyTel") and Socket Telecom, LLC ("Socket") and as subsequently amended (the "Agreement") effective in the State of Missouri. CenturyTel and Socket are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties wish to amend certain provisions of the Agreement regarding subloops;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended as follows:

1. Article VII, Section 6.1 shall hereby be amended and restated as follows:

> CenturyTel will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. CenturyTel will consider and respond to all requests for access to subloops through the BFR process set forth in Sections 2.38.2 through 2.38.11 of this Article, except as expressly modified by the provisions of this Section 6. Sound engineering judgment will be utilized to ensure network security and integrity. Each Socket request for subloops will be analyzed on a case-by-case basis. Section 2.38.12 of this Agreement shall apply such that a BFR shall not be required from Socket to develop an access arrangement for subloops in a location where an arrangement already exists and is available for use by Socket. Furthermore, Section 2.38.13 (requiring an amendment to this Agreement) shall not apply.

2. Article VII, Section 6.6 shall hereby be amended and restated as follows:

> Upon completion of the construction activity, Socket will be allowed to test the installation with a CenturyTel technician. If Socket desires test access to the arrangement for subloops, Socket must place its own test point in its cable prior to cable entry into CenturyTel's interconnection point. Once Socket has paid the balance of payment due CenturyTel in accordance with Section 6.5 above, Socket may place an order for subloops at the location. Whether Socket places such order via the established LSR or ASR process will be determined in the BFR process and will be dependent on the type of subloop access arrangement Socket seeks. Prices at which CenturyTel will provide Socket with subloops at that location shall be the rates set forth in Article VIIA or, if no rate is set forth therein for the type of subloop ordered, then as determined through the BFR process as set forth in Section 2.38 of this Article. The nonrecurring and monthly recurring charges for a requested subloop shall be developed by CenturyTel as part of the development of the price quote in the BFR process. In no event, however, will the monthly recurring charge (MRC) for a subloop be higher than the MRC that would apply had that subloop been ordered and provisioned as a complete UNE loop.

3. Article VIIA Price Schedule shall be amended by adding the prices set forth in the schedule attached to this Amendment, entitled "Price Schedule: Subloop Addendum."

4. Article XVIII, Section 6.1 shall hereby be amended and restated as follows:

> When Socket orders an xDSL Loop or xDSL Subloop, CenturyTel shall charge Socket a non-recurring charge for each xDSL-Capable Loop or xDSL Subloop ordered, whether or not conditioning of the loop or subloop is requested. Socket shall designate, at Socket's sole option, what loop conditioning (*i.e.*, the removal of excessive or all bridged tap, load coils, and/or repeaters) CenturyTel is to perform in the provisioning of the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive or all bridged tap, load coils, and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

6. The Parties agree that this Amendment will act to supersede, amend and modify the provisions of the Agreement specifically identified in this Amendment. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective upon the effective date of such approval by the Commission ("Amendment Effective Date").

Socket Telecom, LLC

By: George A. Pfenenger

Name: George A. Pfenenger
(Print or Type)

Title: President & CEO
(Print or Type)

Date: 2-11-09

CenturyTel of Missouri, LLC

By: Jeffrey S. Glover

Name: Jeffrey S. Glover
(Print or Type)

Vice President External Relations

Title:
(Print or Type)

Date: 2-10-09

Price Schedule
Subloop Addendum

Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
xDSL Capable Subloop Distribution			
2 Wire xDSL Subloop Distribution - Zone 4	$ 13.21	$ 19.55	$ 8.32
4 Wire xDSL Subloop Distribution - Zone 4	$ 20.42	$ 21.58	$ 8.32
xDSL Capable Subloop Cross Connects			
xDSL 2 Wire Shielded Suboop to Collo	$ 1.55	$ 19.96	$ 12.69
2-Wire DSL Non-Shielded Cross Connect to Collo - no test	$ 1.55	$ 19.96	$ 12.69
4-Wire DSL Non-Shielded Cross Connect to Collo - no test	$ 3.10	$ 25.38	$ 17.73
2-Wire Digital Non-Shielded Cross Connect to Collo - no test	$ 1.55	$ 19.96	$ 12.69
xDSL Conditioning Options			
xDSL standard conditioning charge applied per each xDSL subloop activation	None	8.41	n/a
Subloop Distribution			
2 Wire Subloop Distribution - Zone 4	$ 13.21	$ 19.55	$ 8.32
4 Wire Subloop Distribution - Zone 4	$ 20.42	$ 21.58	$ 8.32
Sub Loop Cross-Connects			
Analog Subloop to Collo - 4W w/o testing	$ 1.55	$ 19.96	$ 12.69
Digital subloop to Collo 2W	$ 3.10	$ 25.38	$ 17.73

Dennis O'Brien
Account Manager - Wholesale
600 New Century Pkwy
New Century, KS 66031-1101
Tel 913.738.5773 Wireless 913.488.8745

November 3, 2017

Matt Kohly
Socket Telecom LLC
2703 Clark Lane
Columbia, MO 65202
rmkohly@sockettelecom.com

Re: BANs 9787T121S3 and 9784T021S3

Dear Matt,

This is written notification of adjustments which will appear on Socket's 9787T121S3 and 9784T021S3 November invoices. These adjustments are due to a billing discrepancy found on your account. We discovered that CenturyLink never billed Socket for the following services found in Article VIIA of the parties Interconnection Agreement. In addition, CenturyLink will implement monthly billing for all entrance facilities effective with Socket's November bill. Back billing will also apply in accordance with Article III.

The following adjustments will be made and MRC billing initiated going forward:

Dedicated Transport - Entrance Facilities – $102.22 – USOC TMEFS per DS1
34 DS1s not billing Entrance Facilities = $3,475.48 MRC

The 12 month back billing per BAN is detailed below:
BAN 9787T121S3 = $19,626.24
BAN 9784T021S3 = $22,079.52
Total Back Billing = $41,705.76

We apologize for any inconvenience this may have caused. Please see the attached spreadsheet for circuit detail and contact me if you have any questions.

Sincerely,

Dennis O'Brien - Wholesale
CenturyLink

Attachments: Socket 11-2-2017 Summary.xlsx

Socket®
VOICE ▪ DATA ▪ INTERNET

2703 Clark Lane ▪ Columbia, MO 65202
voice: (573) 817-0000 ▪ fax: (573) 441-1050
www.socket.net ▪ 1-800-SOCKET-3

December 6, 2018

CenturyLink
Attention: Carrier Relations
100 CenturyLink Drive
Monroe, LA 71203

Dear Carrier Relations:

Pursuant to Section 3, Paragraph 18.0, Socket Telecom, LLC ("Socket") submits this Dispute.

On November 3, 2017, Socket received an email notification stating that CenturyLink would begin billing Socket for entrance facilities on BAN 978T121S3 and BAN 9784T021S3. It also indicated that CenturyLink would backbill Socket for charges for these entrance facilities as well. Shortly after that, CenturyLink began billing Socket for 34 DS1 Entrance Facilities and backbilled Socket for those charges. These charges are erroneous and Socket disputes those charges.

Entrance Facilities are a type of dedicated transport and are defined as the physical facilities running from a point in the rate center, outside of the ILEC central office, that runs through the ILEC's central office entrance manhole and into the central office. For Socket to be charged for these, Socket would have to lease these facilities from CenturyLink. Socket is not leasing any DS1 Dedicated Transport facilities for Interconnection purposes from CenturyLink. Instead of being applied to Dedicated Transport facilities, these charges are being applied to trunking groups ("trunking") required by Article III, Section 11.0, which are completely separate from the Interconnection requirements. Trunking represents the call paths that are provisioned on DS3 interconnection facilities. The DS3 interconnection facilities are the facilities that interconnect the two carrrier's networks. The trunking are not facilities. Trunking paths are logical paths on those DS3 facilities established for the purpose of routing traffic to specific locations on each carrier's side of the POI. During the attempt to resolve this matter, I provided a detailed description of each interconnection scenario where CenturyLink is erroneously applying Entrance Facility charges. An updated description is attached as Attachment A.

Socket has disputed these charges and has worked to try to resolve the matter through the billing dispute process. That has not been successful. In order to escalate this matter, Socket submits this

pursuant to the Informal Dispute Resolution provisions of the Interconnection Agreement.

Pursuant to Section Article III, 18.2, I will be the knowledgeable, responsible and empowered representative of Socket who can meet and negotiate in good faith to resolve this dispute. If this dispute is to be resolved without escalating to a Formal Dispute that will need to be resolved through Section Article III, Section 18.3, I would suggest CenturyLink include someone in the negotiations with knowledge of interconnection, trunking requirements, and the network.

If this dispute cannot be resolved informally, Socket will be forced to seek resolution through the formal dispute resolution process set forth in Article III, Section 18.3 of the Interconnection Agreement.

Separately, if this cannot be resolved, Socket will also look to move the existing POIs outside of the Central Offices to fiber meet points. While this will require time and expense for both parties, it will avoid these types of disagreements and erroneous charges in the future. For LATA 521, Socket will look to move the POI to a fiber meet-point outside of the Columbia Central Office and establish the POI pursuant to Article V, Section 6.1.3.2. Socket will also plan on moving the LATA 520 POI out of the Wentzville Central Office; most likely to the Troy exchange and establish a new POI under the same provisions. LATA 522 already has a POI located in a meet-point outside of the Branson Central Office.

Sincerely,

R. Matthew Kohly

R. Matthew Kohly

Copy to:

Susan Smith
Michael Snell (via email)
Jeff Milligan (via email)

Attachment A

Socket put together the information associated with each of the DS-1 Entrance Facilities CenturyLink is erroneously billing Socket Telecom, LLC. Socket understands CenturyLink's position to be that Socket is responsible for the cost of reaching CenturyLink's switch because CenturyLink believes Socket is leasing DS-1 Entrance Facilities from CenturyLink. Socket disagrees with this position. What CenturyLink is calling an entrance facility is simply a trunk traversing the Point of Interconnection ("POI"). An entrance facility is a form of Dedicated Transport, which is a physical facility. By billing Socket for Entrance Facilities in these instances, CenturyLink is erroneously billing Socket for facilities on CenturyLink side of the POI. Additionally, what CenturyLink is calling an Entrance Facility is simply trunking and does not represent an actual facility.

There are number of reasons CenturyLink's billing is completely inappropriate and erroneous. First, you need to understand the difference between interconnection facilities and trunking on those facilities. These are clearly differentiated by our Interconnection Agreement ("ICA") and governed by different sections of our ICA.

In regards to understanding a facility, the Triennial Review Remand Order ("TRRO") defined Dedicated Transport as "dedicated interoffice transmission facilities (dedicated transport or transport) are facilities dedicated to a particular competitive carrier that the carrier uses for transmission between or among incumbent LEC central offices and tandem offices, and to connect its local network to the incumbent LEC's network"[1]. Consistent with that, the Interconnection Agreement in place between Socket and CenturyTel contains the following definition:

> "Dedicated Transport" is defined as an Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated CenturyTel Central Offices. Dedicated Transport may only extend between two CenturyTel Central Offices[2].

The TRRO went on to define Entrance Facilities as "the transmission facilities that connect competitive LEC networks with incumbent LEC networks".[3] The FCC went on to reinstate that dedicated transport included entrance facilities[4]. The Entrance Facility is going to be a physical facility running from a point in the rate center, outside of the LEC central office, that runs through the LEC's central office entrance manhole and into the central office. CenturyLink is not providing that facility to Socket.

In billing Socket, CenturyLink has provided Socket with identification numbers along with each billed Entrance Facility. Instead of Entrance Facilities, these DS1 identification numbers identify trunking. Consistent with the trunking requirements in the ICA, trunking defines a logical path across a facility for the purpose of routing traffic to specific locations. The trunking requirements for transmitting traffic between Socket's and CenturyLink's networks are set forth in Article V, Section 11 and are completely separate from the sections governing interconnection methods. Charging for trunks and calling them entrance facilities in this scenario is completely inappropriate. Socket

---

[1] FCC Triennial Review Remand Order, Para. 67.
[2] Article 7, Section 7.2
[3] FCC Triennial Review Remand Order, Para. 136.
[4] Ibid. Para. 137.

is not leasing any DS-1 facility from CenturyLink and CenturyLink has not accurately described the interconnection method. Instead, Socket and CenturyLink have established DS-1 trunking groups across interconnected DS-3 facilities in order to route traffic across those facilities through the Point of Interconnection ("POI").

Second, you need to understand the definition of the Point of Interconnection ("POI") and the location of the various POIs that connect Socket and CenturyLink's networks. The ICA defines the Interconnection Point or Point of Interconnection as the "physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility."[5] It goes on to make it clear that, "Each Party is responsible for bringing its facilities and trunks to the POI."[6] The specific POIs in place are defined by our ICA under multiple scenarios but are still considered to be where Socket's facilities, or those of a third-party, interconnect with or terminate on CenturyLink's facilities. As each POI (Branson, Wentzville, and Columbia) is different, I will address these individually. However in each scenario, the networks are interconnected with DS-3 facilities with DS-1 trunking established across those facilities.

Wentzville

The POI for LATA 520 is in the CenturyLink Wentzville Central Office ("CO"). CenturyLink is billing Socket for 10 DS-1 entrance facilities for the Wentzville Interconnection. Eight of these DS-1s are in trunking groups that are provisioned on Socket provided third-party DS-3 facility that terminates on a CenturyLink Digital Access Cross-Connect System ("DACS") inside CenturyLink's Wentzville Central Office. Socket provided CenturyLink with a DS-3 Circuit Facility Address ("CFA") to identify the DACS where the DS-3 was to physically terminate. Under this arrangement, the parties are interconnected under Article V, Section 6.1.4 at the DS-3 level where Socket leases a DS-3 facility from LightCore that terminates on a CenturyLink cross-connect facility inside the Central Office. The POI is the location where that third-party DS-3 facility terminates on the CenturyLink DACS. The DACS is CenturyLink's cross-connect equipment and represents the POI.

The trunking that CenturyLink is billing Socket for are simply DS-1 trunking groups that create logical paths through the POI for the purpose of routing traffic. They do not represent any additional facilities. It should also be noted that these trunking groups are a combination of one-way and two-way trunks. Therefore, they carry both Socket and CenturyLink originated traffic.

The remaining two DS-1 Entrance Facilities that CenturyLink is billing Socket are for the trunking that was provisioned on a leased-facility that ran from Socket's collocation cage, through the Central Office, and terminated on a CenturyLink DSX panel. The leased-facility Socket connected to CenturyLink's DSX panel was the Facility Termination rate element that Socket purchased from CenturyLink as part of its Wentzville Collocation. This rate element is found in CenturyTel of Missouri LLC's Local Network Access Services Tariff, P.S.C. Mo. No. 8 ("Collocation Tariff). The charge for the Facility Termination rate element recovers the cost of the facility necessary to reach CenturyLink's DSX termination panel and to terminate those facilities on that DSX facility termination panel. The POI for this interconnection is the DSX facility termination panel where Socket's leased network facility terminated on CenturyLink's network. The two DS-1 Entrance Facilities for which Socket is being billed are simply logical paths across those facilities for the purpose of routing traffic through this POI but do not represent any facilities. These charges are erroneous.

[5] Article 2, Section 1.61.

[6] Article V. Section 8.1

It should also be noted that Socket disconnected the Facility Termination rate element in June. Obviously, trunking groups provisioned on those facilities can no longer be in service and is yet another reason Socket should not be billed for Entrance Facilities.

Branson

CenturyLink is erroneously billing Socket for six DS-1 Entrance Facilities that are actually trunking groups associated with Socket's Branson local trunking group. The trunking on Socket's side of the POI is on a third-party leased DS-3 facility that interconnects with CenturyLink's network in LightCore's Point of Presence ("POP"). The third-party that provides the DS-3 facility to Socket is LightCore. The POI in this instance is where the third-party DS-3 facility physically connects with CenturyLink's DS-3 facility. This is consistent with Article V, Section 6.1.4.

The DS-1 Entrance Facilities that CenturyLink is billing Socket for is simply the DS-1 trunking that creates a logical path across the DS-3s through the POI for the purpose of carrying two-way local traffic. These charges are erroneous.

Columbia

CenturyLink is erroneously billing for 18 DS-1 Entrance Facilities for two wirecenters in the Columbia exchange. 4 DS-1 Entrance Facilities are for the CLMAMOXB (Columbia West) wirecenter and the rest are for the CLMAMOXA (Columbia Main) wirecenter. However, all of these are trunks on the same DS-3 facility. That DS-3 facility carrying this trunking interconnects with CenturyLink's network in the Columbia Main wirecenter at the DS-3 level. In this instance, the POI is where the DS-3 Channel Termination facility that Socket leases from CenturyLink as part of its Columbia Main Collocation terminates on a CenturyLink DACS. The charge for the Facility Termination purchased from CenturyLink's Collocation Tariff recovers the cost of the facility necessary to reach CenturyLink's DACS termination panel and to terminate facilities on that termination panel. The POI for this facility is the DACS facility termination panel where Socket's leased network terminates on CenturyLink's network. Socket provided CenturyLink with a CFA identifying where the DS-3 Facility was to physically terminate on CenturyLink's network. That establishes the POI The trunking on that DS-3 facility is what designates whether the traffic on CenturyLink's side of the POI is routed between Socket's network and the Columbia Main wirecenter or Socket's network and the Columbia West wirecenter.

The Entrance Facilities that CenturyLink is billing Socket for is simply the DS-1 trunking routing two-way traffic through the POI. These charges are erroneous.

Matt Kohly

From: Smith, Susan <susan.smith@centurylink.com>
Sent: Thursday, February 21, 2019 7:15 AM
To: Matt Kohly; Nodland, Jeff
Subject: Re: Notice of Dispute

Flag Status: Flagged

Matt,

I have sent another reminder to Jeff Nodland. He will have something to you by next Friday. I am in Houston having some additional tests run and will be back in office on Monday.

Susan

On Feb 19, 2019, at 4:42 PM, Matt Kohly <rmkohly@sockettelecom.com> wrote:

> Has there been any response that I may have missed?
>
> Thanks,
>
> Matt Kohly
> Socket Telecom, LLC
> Office – 573.777.1991, ext. 551

From: Smith, Susan [mailto:susan.smith@centurylink.com]
Sent: Wednesday, February 6, 2019 11:01 PM
To: 'Matt Kohly'
Cc: Snell, Michael; Milligan, Jeff L; regulatory@sockettelecom.com; Nodland, Jeff
Subject: RE: Notice of Dispute

I will get with Jeff Nodland tomorrow. He was suppose to have finished last week, but was out of the office. I will get you a firm date for response.

From: Matt Kohly <rmkohly@sockettelecom.com>
Sent: Wednesday, February 06, 2019 2:S6 PM
To: Smith, Susan <susan.smith@centurylink.com>
Cc: Snell, Michael <Michael.Snell@centurylink.com>; Milligan, Jeff L <Jeff.Milligan@centurylink.com>; regulatory@sockettelecom.com
Subject: RE: Notice of Dispute

Has a response been sent? If not, when can I expect one?

Thanks,

Matt Kohly

Socket Telecom, LLC
Office – 573.777.1991, ext. 551

From: Smith, Susan [mailto:susan.smith@centurylink.com]
Sent: Thursday, January 10, 2019 11:31 PM
To: Matt Kohly
Cc: Snell, Michael; Milligan, Jeff L; regulatory@sockettelecom.com
Subject: Re: Notice of Dispute

I am sorry. It was received when everyone was out of the office. We met on it this week and an individual and response are being prepared. I have been out in Houston with doctor appointments.

On Jan 10, 2019, at 2:01 PM, Matt Kohly <rmkohly@sockettelecom.com> wrote:

> Susan,
>
> I sent the attached Notice of Dispute on 12/6 via email with hard copies via overnight delivery – FedEx tracking numbers - To Carrier Relations @ CenturyLink: 784235701383 To Susan Smith: 784235747363. Tracking shows them delivered on 12/7. A response would have been due on 12/17. Unless I have missed it, I have had no response. I have sent subsequent requests for a response or an update on when to expect one. I have had no response to those as well unless I have missed those also.
>
> We are passed the required 30 days of negotiations before moving to arbitration to resolve the matter. Is there is a response planned or do I need to go straight to the Commission with a complaint. I am kind of at a loss of what course of action to take other than that but did not think we would have to go that far to resolve this.
>
> Can I please get a response of some sort letting me know what is going on or what CenturyLink plans on doing?
>
> Thanks,
>
> Matt Kohly
> Socket Telecom, LLC
> Office – 573.777.1991, ext. 551

From: Matt Kohly [mailto:rmkohly@sockettelecom.com]
Sent: Thursday, December 6, 2018 4:52 PM
To: Smith, Susan (susan.smith@centurylink.com)
Cc: Snell, Michael (Michael.Snell@centurylink.com); 'Jeff.Milligan@centurylink.com'
Subject: Notice of Dispute

Susan,

Please find the attached dispute related to trunks on CenturyLink's side of the POI being billed as Entrance Facilities. Hopefully, we can get this resolved.

Thanks,

Matt Kohly
Socket Telecom, LLC
Office – 573.777.1991, ext. 551
Mobile – 573.289.8633

<Notice of Dispute w Attachment 2018-12-06.pdf>

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Matt Kohly

From: Nodland, Jeff <Jeff.Nodland@CenturyLink.com>
Sent: Tuesday, December 17, 2019 11:34 AM
To: Matt Kohly
Cc: Rath, Kenneth S; Nielsen, Joshua (Wholesale); Tony Lana
Subject: RE: Dispute Escalation - CenturyLink Representatives

Flag Status: Flagged

Matt:

We are discussing internally, but the core of CenturyLink's position is that the charges are for facilities provided on Socket's side of the POI and thus are appropriate. I can see if there is something more in responding to your communication, but that is the core obligation. I don't think anything in the ICA requires a written position statement, did you believe that obligation exists? Thanks, I appreciate it.

Jeff

Jeffrey T. Nodland
303-992-5764

From: Matt Kohly <rmkohly@sockettelecom.com>
Sent: Friday, December 13, 2019 10:33 AM
To: Nodland, Jeff <Jeff.Nodland@CenturyLink.com>
Cc: Rath, Kenneth S <Ken.Rath@CenturyLink.com>; Nielsen, Joshua (Wholesale) <Joshua.Nielsen@CenturyLink.com>; Tony Lana <tlana@sockettelecom.com>
Subject: RE: Dispute Escalation - CenturyLink Representatives

Before we schedule a call, can you provide a written explanation of the basis for why CenturyLink is assessing UNE Entrance Facility charges on Socket. I have yet to see that. That would help me prepare for the call and make it more productive.

Thanks,

Matt Kohly
Socket Telecom, LLC
Office – 573.777.1991, ext. 551

From: Nodland, Jeff [mailto:Jeff.Nodland@CenturyLink.com]
Sent: Friday, December 13, 2019 11:12 AM
To: 'Matt Kohly'

Cc: Rath, Kenneth S; Nielsen, Joshua (Wholesale)
Subject: Dispute Escalation - CenturyLink Representatives

Hi Matt:

I have spoken with our folks internally and Ken Rath and Josh Nielsen will be CenturyLink's escalation contacts for the Socket billing disputes and have the requisite authority to resolve the disputes. Can you please provide some availabilities before the holidays and Ken and Josh will review and propose a couple times? Thanks very much.

Jeff

Jeffrey T. Nodland
Assistant General Counsel - Wholesale
CenturyLink Legal Department
700 West Mineral Avenue
Littleton, Colorado 80120
Voice: 303-992-5764

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Exhibit No.:
Issue(s): *Article II: Definitions Issues 6, 14-16; Article V: Interconnection and Intercarrier Compensation Issues 7, 9, 10, 17, 32-34*
Witness: *Calvin Simshaw*
Type of Exhibit: *Direct Testimony*
Sponsoring Party: *CenturyTel of Missouri, LLC and Spectra Communications Group, LLC d/b/a CenturyTel*
Case No.: *TO-2006-0299*
Date Testimony Prepared:
March 21, 2006

DIRECT TESTIMONY

OF

CALVIN SIMSHAW

ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL

CASE NO. TO-2006-0299

OF THE STATE OF MISSOURI

PETITION OF SOCKET TELECOM, LLC FOR COMPULSORY ARBITRATION OF INTERCONNECTION AGREEMENTS WITH CENTURYTEL OF MISSOURI, LLC AND SPECTRA COMMUNICATIONS, LLC PURSUANT TO SECTION 252(b)(1) OF THE TELECOMMUNICATIONS ACT OF 1996	))))))))	**CASE NO. TO-2006-0299**

STATE OF WASHINGTON

COUNTY OF CLARK

AFFIDAVIT OF CALVIN K. SIMSHAW

I, Calvin K. Simshaw, of lawful age and being duly sworn, state:

1. My name is Calvin K. Simshaw. I am presently Vice President, Associate General Counsel – Regulatory for CenturyTel Service Group, LLC.

2. Attached hereto and made a part hereof for all purposes is my Direct Testimony.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Calvin K. Simshaw

Subscribed and sworn to before this 20th day of March, 2006.

Notary Public

My Commission expires: Aug. 3, 2007

TABLE OF CONTENTS

DIRECT TESTIMONY OF CALVIN SIMSHAW

ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL

Q. PLEASE STATE YOUR NAME AND YOUR BUSINESS ADDRESS.

A. My name is Calvin Simshaw. My business address is 805 Broadway, Vancouver, Washington.

Q. ON WHOSE BEHALF ARE YOU SUBMITTING DIRECT TESTIMONY?

A. I am submitting direct testimony on behalf of CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, collectively referred to herein as "CenturyTel."

I.
INTRODUCTION

Q, BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by CenturyTel Service Group, LLC. My job title is Vice President, Associate General Counsel – Regulatory.

Q. WHAT ARE YOUR JOB RESPONSIBILITIES?

A. I am generally responsible for supporting CenturyTel, Inc. operating local exchange carriers in regulatory and interconnection matters. This includes providing support to CenturyTel of Missouri, LLC and Spectra Communications Group, LLC in the negotiation of interconnection agreements with CLECs. In this testimony I will refer to both of these companies interchangeably as "CenturyTel."

Q. PLEASE OUTLINE YOUR WORK EXPERIENCE.

A. I have almost thirty years of experience in the telecommunications industry, beginning in 1979 when I served as a Staff Attorney with the Montana Public Service Commission. I

left the Montana Commission in 1985 to take the position of Director of Industry and Legal Relations with the Montana Telephone Association. In that position, I was primarily responsible for representing the interests of 13 independent local exchange carriers with regard to regulatory and intercarrier relations matters. In 1989, I joined the regulatory group at Pacific Telecom, Inc., a holding company operating local exchange carriers in nine western states. Between 1989 and 1997, while working at Pacific Telecom, my primary job duties entailed representing Pacific Telecom's local exchange carriers before various state regulatory commissions on a variety of regulatory and intercarrier issues. Pacific Telecom was acquired by CenturyTel, Inc. in 1997. Since then, I have continued to work in the regulatory and interconnection areas for CenturyTel, including the past six years under my current job title.

Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?

A. I have a Bachelor of Arts Degree in Business Administration from the University of Montana, as well as a Law Degree, also from the University of Montana.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. In my testimony, I discuss intercarrier compensation and interconnection related disputes arising between CenturyTel and Socket in the context of Article V of the proposed interconnection agreement. I will present testimony on several of the issues identified in this proceeding that have a direct bearing on how the parties share in the costs associated with exchanging traffic between their networks. Basically, I explain how Socket's interconnection and intercarrier compensation proposals are designed to create and take advantage of a regulatory arbitrage opportunity with respect to certain traffic (i.e., VNXX), while shifting the costs from Socket to CenturyTel. Not only is Socket's

attempt in that regard fundamentally inconsistent with the FTA's goal of promoting facilities-based competition, but it also deviates from sound regulatory and economic principles. In my testimony I will elaborate on each of the following points, among others:

- The bulk of the traffic to be exchanged between the Parties will likely be Socket's VNXX dial-up ISP traffic.
- Socket's VNXX dial-up ISP service increases the distance between the calling and called party, which in turn increases the costs.
- In order for the service to work, calls must ride interoffice facilities that, unlike the servicing of legitimately local calls, extend beyond the local calling area.
- The existing interoffice facilities on CenturyTel's network were designed only for long distance traffic and will not be able to accommodate the increased call volume and the increased call duration associated with Socket's VNXX dial-up ISP traffic.
- Socket's VNXX dial-up ISP traffic will require the addition of trunks on the routes leaving CenturyTel's local calling areas.
- The number and location of Points of Interconnection (POIs) required in the agreement will dictate which Party bears the cost of these additional trunks.
- Under Socket's single POI per LATA approach, Socket would shift these costs to CenturyTel.
- The costs of the additional trunks is a direct result of Socket rolling out its VNXX dial-up ISP service.
- Socket derives all of the revenues associated with its VNXX dial-up ISP service.
- CenturyTel will derive no revenue from Socket's VNXX dial-up ISP service.
- Therefore, Socket should bear the increased costs associated with the provision of its VNXX dial-up ISP service, rather than shifting those costs to CenturyTel and creating an arbitrage opportunity undermining the primary goal of the FTA—to promote facilities-based competition.

Q HOW IS YOUR TESTIMONY STRUCTURED?

A. In the first section of my testimony, I will pay particular attention to the impact of Virtual NXX dial-up ISP traffic, which has been, and will likely continue to be, the great bulk of the traffic exchanged between the parties. After discussing Virtual NXX traffic, I will describe how Virtual NXX dial-up ISP service is designed to allow and encourage CenturyTel customers to place dial-up internet calls to ISPs served by Socket. I will explain how VNXX dial-up ISP service is a means of regulatory arbitrage by which the additional costs of carrying calls from a distant exchange to the CLEC's point of interconnection are borne by the ILEC, not by the CLEC providing the VNXX service. While VNXX calls are actually interexchange calls, CLECs deploying VNXX arrangements avoid paying access charges. Following this, I will explain how Socket is taking positions in this proceeding that are purposely designed to shift costs of the Virtual NXX dial-up ISP service to CenturyTel even though it is Socket, and not CenturyTel, that will continue to derive revenues from that service.

After discussing the cost and policy implications of Socket's Virtual NXX dial-up ISP related proposals, I will turn my attention to the critical network interconnection issues concerning the number and location of Points of Interconnection (POIs) that must be established for the parties to effectively, efficiently, and equitably exchange traffic. In addressing this issue, I will explain how Socket's "one POI per LATA regardless of traffic volume" proposal is unreasonable and improperly attempts to shift substantial costs to CenturyTel that Socket should otherwise bear.

Finally, I will address several disputes arising under Article II and Article V that, with the effects certain proposed language may have, may critically impact how the parties interconnect, the traffic they exchange, and the applicable intercarrier

compensation for that traffic. In the end, to best promote facilities-based competition and equitably apportion costs and responsibilities between the parties, the Commission should adopt CenturyTel's proposed contract language.

II.
VIRTUAL NXX DIAL-UP ISP SERVICE

Q. WHAT IS VIRTUAL NXX?

A. Basically, a virtual NXX ("VNXX") arrangement is the assignment of a telephone number associated with an exchange area to a customer who is not physically located in that exchange area. The physical location of the end-user customer who is being called bears no relationship to the local number that is assigned to that customer. For example, a carrier utilizing VNXX could assign a telephone number from an Ava, Missouri NXX to a VNXX carrier's customer who is physically located in St. Louis, or even in Oklahoma City, Oklahoma. When the CenturyTel customer in Ava dials that number, the call is routed to St. Louis or Oklahoma City, to be delivered to the VNXX carrier's customer located in that other city. Under VNXX arrangements, therefore, carriers can assign an NPA/NXX telephone number associated with a local service area in which it has no physical presence. VNXX dial-up ISP service is the most prevalent form of VNXX arrangements.

Q. WHY SHOULD THE COMMISSION BE CONCERNED ABOUT VNXX DIAL-UP ISP SERVICE?

A. Among other reasons, the Commission should be concerned with the volume and treatment of VNXX traffic because such arrangements tend to overburden the existing ILEC network by creating the need for a connection between the calling and called party that is much longer (both in terms of distance and call holding time) than that for which

the network was originally designed. If not properly accounted for in the interconnection agreement, this practice could effectively allow those carriers that deploy VNXX arrangements to avoid the costs associated with the distance between calling and called party created by the service. In order to put many of the issues in this proceeding in their proper context, it is necessary to understand the nature and impact of VNXX Dial-up ISP traffic. As I stated earlier, this traffic makes up the great bulk of the traffic that the parties will likely be exchanging under the arbitrated interconnection agreement.

Q. PLEASE DESCRIBE IN MORE DETAIL WHAT VNXX DIAL-UP ISP SERVICE ENTAILS.

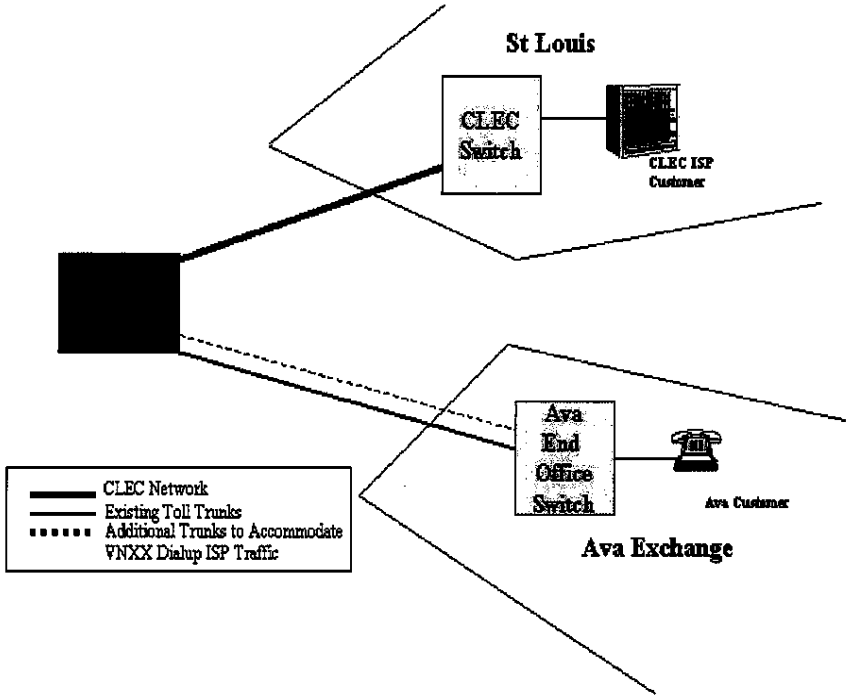
A. As the South Carolina state commission explained,

> Virtual NXX allows a customer to obtain a telephone number in a local calling area in which the customer is not physically located. As far as the person calling the number is concerned, the call is a local call, but the party answering the call is actually located somewhere else within the LATA. This type of arrangements is referred to as "virtual NXX" because the customer assigned to the telephone number has a "virtual" presence in the associated local calling area. This presence, however, " is just a virtual presence, not a physical one. " Virtual NXX is similar to foreign exchange ("FX") service provided by an ILEC. However, unlike FX service, " virtual NXX" does not use lines dedicated to particular customers for transporting the call between rate centers. "Virtual NXX" also closely parallels 800 service.[1]

Importantly, using VNXX arrangements allows carriers to effectively determine the rating of the call because the rate charged to the originating party is typically based on an examination of the originating and terminating NXX codes. In my view, VNXX dial-up ISP service is a niche that many Competitive Local Exchange Carriers ("CLECs") have

[1] In re *Petition of Adelphia Business Solutions of South Carolina, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934 , as Amended by the Telecommunications Act of 1996*, Docket No. 2000-516 Order on Arbitration No. 2001- 045 at 4-5 (S.C. P.S.C., Jan. 16, 2001).

discovered and employed to go into business to provide service predominately, and in many cases exclusively, to ISPs. It has become a financially lucrative means of regulatory arbitrage designed to take advantage of existing intercarrier compensation regimes and minimize or completely avoid incurring costs to deploy facilities and transport traffic. The CLEC's ISP customer is often an affiliate of the CLEC, and in many instances the ISP customer actually created its own affiliated CLEC for the purpose of providing VNXX dial-up ISP service to itself, thereby gaming the system. The service involves ISPs removing their equipment from more rural local exchanges and redeploying that equipment (or initially deploying the equipment) at or near a CLEC switch in a bigger city. CenturyTel's rural exchange of Ava, Missouri can be used as an illustrative example. With the advent of VNXX dial-up ISP service, an ISP that had been providing local dial-up internet services to customers in Ava would remove its equipment from Ava, Missouri and replace it with equipment at or near a CLEC switch located in, for example, St. Louis. The ISP would then cease taking local service from CenturyTel in Ava and would instead begin taking service from a CLEC in St. Louis. The ISP would take service from the CLEC in St. Louis with the expectation that it would continue to provide local dial-up internet service to its customers in Ava, even though it would no longer have any facilities or presence in the Ava local calling area. The Following diagram depicts how a VNXX dial-up ISP service arrangement between Ava and St. Louis would look from a networking perspective.



A typical VNXX dial-up ISP call can be traced on the diagram as follows. The CenturyTel local customer in the Ava exchange would dial the Ava telephone number that the CLEC has given to its ISP customer in St. Louis. The call would first go from the CenturyTel customer's premise to the Ava central office switch. The call would then be routed to Branson and then onto St. Louis where the CLEC would deliver it to the ISP.

Q. BUT ISN'T IT NORMALLY A LONG DISTANCE CALL FOR A CUSTOMER IN AVA TO PLACE A CALL TO ANOTHER PARTY LOCATED IN ST. LOUIS?

A. It is true that Ava and St. Louis are not in the same local calling area and normally calls from a customer in Ava to a customer in St. Louis would be a long distance call. However, CLECs argue that with VNXX dial-up ISP service, customers in Ava should be

able to place calls to St. Louis without paying long distances charges, and that the CLEC should be allowed to provide this interexchange service to its ISP customer without paying the access charges normally associated with interexchange calls. CLECs instead want such calls treated as purely local traffic, subject only to intercarrier compensation generally applied to local traffic.

Q. DOES TRAFFIC TO ISPS DIFFER IN ANY RESPECT FROM TRADITIONAL VOICE TRAFFIC?

A. Yes. Among other things, calls to ISPs tend to have much longer holding times; that is, they last much longer than traditional voice calls. Therefore, dial-up calls to ISPs effectively consume network facilities for longer durations than the typical call. Calls involving ISPs also tend to flow in only one direction, from the ILEC's end user (who is also the ISP's client) to the ISP served by the CLEC. In other words, from the ILEC to the CLEC with little or no traffic coming back in the other direction. This arrangement skews the 1996 Federal Telecommunications Act's (the "FTA") anticipation of a "mutual" exchange of traffic between ILECs and CLECs, potentially turns the intercarrier compensation regime on its head, and undermines a key goal of the Act—to promote facilities-based competition.

Q. WHAT IS THE CLEC'S RATIONALE FOR TREATING THIS TRAFFIC, THAT IS OBVIOUSLY GOING BETWEEN TWO DIFFERENT LOCAL CALLING AREAS, AS LOCAL?

A. Quite simply, CLECs have developed a way to arbitrage the system by playing games with the telephone numbers they assign to their ISP customers. Continuing with my illustrative example, the CLEC would now be serving the ISP in St. Louis. However, instead of giving that ISP a St. Louis telephone number, the CLEC would instead give the

ISP an Ava telephone number. The CLEC would also give that same ISP customer in St. Louis telephone numbers for any other rural exchanges in Missouri from which the ISP desired to receive calls. The CLEC would give the ISP telephone numbers from these exchanges even though neither the CLEC nor the ISP have any facilities in any of those exchanges. The CLECs argue that because the customer in Ava placing the call and the CLEC's ISP customer in St. Louis receiving the call both have Ava telephone numbers, the call is local and should not be subject to toll or access charges.

Q. WHY DO YOU REFER TO THIS AS "GAMING" THE SYSTEM?

A. The Public Switched Telephone Network has traditionally relied upon telephone numbers to determine the jurisdictional nature of calls; that is, whether a particular call is local or long distance. The traditional, historic expectation has always been that an Ava telephone number would only be given to a customer physically located in and taking service in Ava. By the same token, a customer taking service in St. Louis would be given a St. Louis telephone number. The North American Numbering Plan Administrator (NANPA) guidelines plainly articulate this expectation.[2] By ignoring these expectations and numbering guidelines and instead playing games with the way they assign telephone numbers, CLECs are gaming the system. They are being allowed to, in effect, fool the network into thinking that a call from a customer in Ava to a customer in St. Louis is somehow local.

[2] The Central Office ("CO") Code Assignment Guidelines issued by the North American Numbering Plan Administrator assume "from a wireline perspective that that CO codes/blocks allocated to wireline service providers are to be utilized to provide service to a customer's premises physically located in the same rate center that the CO codes/blocks are assigned."

Q. BUT HAVEN'T CUSTOMERS IN ST. LOUIS ALWAYS HAD THE OPPORTUNITY TO ESTABLISH SERVICE IN AVA AND GET AN AVA TELEPHONE NUMBER VIA FOREIGN EXCHANGE ("FX") SERVICE?

A. Yes, but only to the extent the customer in St. Louis was willing to pay to, in effect, establish a service location in Ava. Under true FX service offerings, the St. Louis customer pays for a dedicated connection between St. Louis and Ava in order to establish that customer's service location in Ava. Only then would that customer have the right to have an Ava telephone number that could be called locally by other Ava customers. With traditional FX service, it is not a matter of the network being fooled into thinking that a call from Ava to St. Louis is local, but rather a case of the St. Louis customer paying the long distance charge in the form of a charge for the required dedicated connection between Ava and St. Louis. In other words, the FX customer rightfully pays for the costs associated with the increased distance between the calling and called party that is caused by the FX service. This is markedly distinct from Socket's approach here. Socket is willing to pay only for the facilities from the POI to its ISP customers. Socket does not offer to pay for dedicated facilities from the local calling area (LCA) out of which it is assigning numbers for VNXX dial-up ISP service to its POI. As a result, Socket is accounting for only a portion of the required connection between its customer and that customer's desired distant local calling area. The remainder of the costs have been effectively shifted to another carrier. Obviously the CLECs prefer to avoid those costs when such a lucrative arbitrage opportunity exists. Despite Socket's attempts to confuse the situation by referring to VNXX dial-up ISP service as "FX-like," the two services are not at all the same. As noted, under VNXX dial-up ISP service, neither the CLEC nor the ISP customer in St. Louis would have any facilities in Ava or pay to establish a dedicated connection between St. Louis and Ava in order to establish a service location in Ava.

Q. EVEN IF THE NETWORK HAS BEEN FOOLED INTO THINKING THAT THE CALL FROM AVA TO ST. LOUIS IS LOCAL, WON'T IT STILL BE NECESSARY FOR SUCH A CALL TO GO OVER LONG DISTANCE FACILITIES IN ORDER TO BE COMPLETED?

A. Yes, the calls will have to ride facilities that leave the local calling area and traverse a long distance. This is significant because distance drives cost. This may not be as much of a factor on major backbone routes between big cities, but it is a factor of enormous proportions for the relatively less densely populated and spread out areas CenturyTel primarily serves in Missouri. For these areas and these facilities, distance critically impacts and exacerbates costs. Therefore, the question of who bears the cost of transport on the rural portion of the route necessary to complete the "long distance VNXX" call becomes a critical issue.

Q. WHAT DOES THIS DISCUSSION HAVE TO DO WITH ARBITRATION OF AN INTERCONNECTION AGREEMENT IN THIS PROCEEDING?

A. It has everything to do with arbitrating the interconnection agreement between Socket and CenturyTel in this proceeding, particularly in light of the positions Socket is taking with respect to interconnection requirements and intercarrier compensation. A critical factor to the CLECs in making VNXX dial-up ISP service fit their business case is putting in place an interconnection agreement with the ILEC whose customers will be originating the VNXX dial-up calls to the CLEC's ISP customer. In order to fully arbitrage the situation, the CLEC must seek terms that force the ILEC to pick up most of the transport costs associated with the CLEC having moved the ISP so far away from the dial-up customers. Examining the disputes between CenturyTel and Socket in Article V, it becomes readily apparent that Socket takes key positions in a blatant effort to facilitate its VNXX arbitrage opportunity.

III.
POINT OF INTERCONNECTION ("POI")

Article V. – Issue No. 7

Which party's contract language should be adopted regarding network interconnection provisions, including but not limited to point of interconnection ("POI") requirements, methods of interconnection, and use of the third party facilities?

Q. WHAT IS A POINT OF INTERCONNECTION ("POI")?

A. The POI identifies the physical location where the ILEC and CLEC, here Socket and CenturyTel, will exchange traffic with each other. Agreement terms pertaining to the POI will determine which party bears most of the costs associated with transport of VNXX dial-up ISP traffic, which in turn will likely make up the great bulk of the traffic exchanged between Socket and CenturyTel. The parties are in basic agreement that each party should bear financial responsibility for the costs of transport on its side of the POI. Therefore, the location of the POI on any given route will determine the transport costs each party will bear on any given call between the end points of that route.

Q. WHAT IS THE PARTIES' DISPUTE REGARDING POIS?

A. The crux of this dispute concerns the number of POIs Socket must establish with CenturyTel and, generally speaking, their locations. Socket has taken the position that, virtually regardless of traffic volume and primary directionality of the exchanged traffic (*i.e.*, whether it is grossly out of balance flowing from ILEC to CLEC), it need establish only a single POI in each LATA in perpetuity for the exchange of traffic with CenturyTel. CenturyTel, on the other hand, has agreed that a single POI is appropriate only as an entry vehicle during the initial period of CLEC entry into a LATA. Once traffic associated with a particular local calling area grows to a point where it begins to

burden existing facilities, a POI should be established in that local calling area. In other words, at the point where Socket has assigned telephone numbers out of a particular local exchange, and traffic associated with that exchange grows to a DS-1 level (*i.e.*, 24 voice grade channels), a POI should be established in that local calling area.

Q. DO CLECS HAVE AN ABSOLUTE RIGHT TO DICTATE THAT THERE BE ONLY A SINGLE POI IN THE LATA FOR AS LONG AS THEY WANT?

A. No, they do not have such an absolute right. The FTA merely states that CLECs are entitled to connect "at any technically feasible point within the carrier's network." 47 USCA § 151(c)(2)(B). Various FCC rulings have endorsed an initial single POI entitlement merely as a way to facilitate facilities-based entry and competition. It is, in short, an entry vehicle. The rationale for allowing a single POI was the FCC's intent to help "new entrants" initially enter a given market without creating a financial disincentive to competition. As a competitor establishes a market foothold, however, the FCC fully expected the competitor to deploy additional POIs.

Q. DO STATE COMMISSIONS HAVE DISCRETION TO DETERMINE WHEN ADDITIONAL POIS SHOULD BE REQUIRED?

A. Yes, they do, especially when, as here, it is the number and location of POIs that will determine an equitable allocation of costs between the parties. A good example of the exercise of such discretion was displayed by the North Carolina Utility Commission in an arbitration between AT&T Communications (the old AT&T then functioning as a CLEC) and BellSouth. The North Carolina Commission was dealing with a factual situation very similar to the one at hand here. The North Carolina Commission stated:

> In this case, AT&T's proposal to establish only one POI per LATA would force BellSouth to incur additional transport costs to deliver local traffic

from every exchange in the LATA to AT&T. In effect, this result would require BellSouth to absorb the cost of a significant portion of AT&T's local network at no cost to AT&T.

...Accordingly, the Commission concludes that, despite AT&T's assertions, there is no case or principle that is legally dispositive of the result on this issue. Rather, the law allows, and the greater equity demands, that, if AT&T interconnects at points within the LATA but outside BellSouth's local calling area from which traffic originates, AT&T should be required to compensate BellSouth for, or otherwise be responsible for, transport beyond the local calling area. The Commission further concludes that this holding does not violate any FCC rule or case law and that is more equitable than not and in the greater public interest.

In re AT&T Communications of the Southern States, Inc., 2001 WL 401431 (N.C. Util. Comm'n March 9, 2001) (emphasis added).

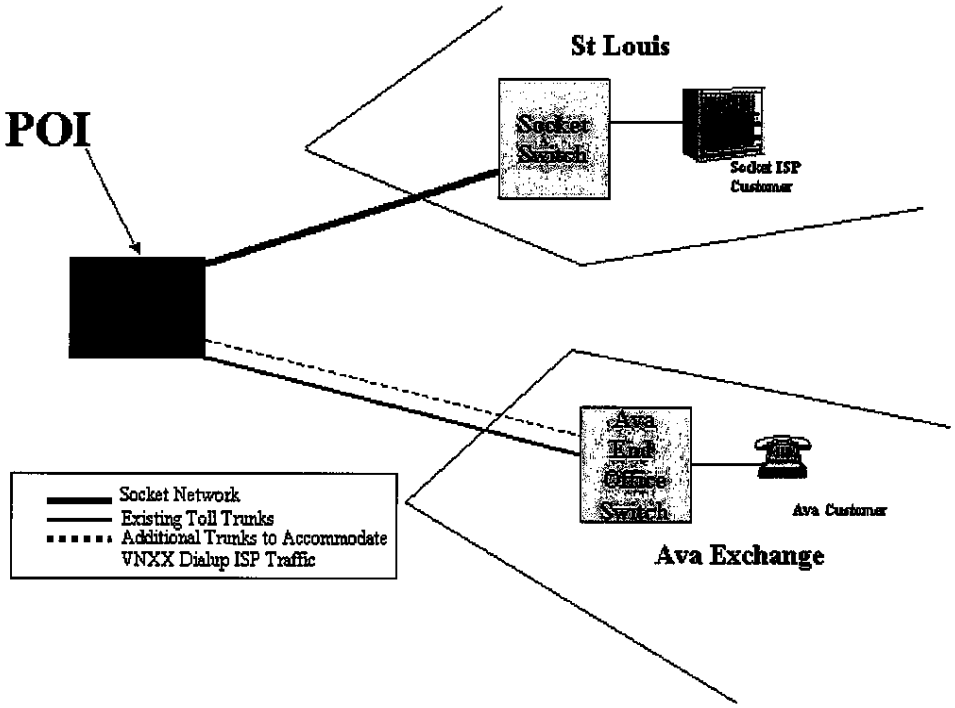
Q. IS A SINGLE POI IN A LATA IN PERPETUITY CONSISTENT WITH THE "GREATER EQUITY" IDENTIFIED BY THE NORTH CAROLINA COMMISSION?

A. No, it is not. As I will describe in some detail, when applied specifically to the circumstances in this case, the end result would be grossly inequitable.

Q. HOW WOULD AN UNRESTRICTED SINGLE POI IN THE LATA IMPACT CENTURYTEL?

A. Allowing CLECs unfettered unilateral authority to limit themselves to a single POI per LATA would have many and varied significant negative effects on CenturyTel. Perhaps the best way to illustrate the impact on CenturyTel would be to continue looking at the illustrative example of VNXX dial-up ISP calls from Ava to St. Louis. Socket has indicated that it is interested in providing service in CenturyTel exchanges in the Springfield LATA, which includes Ava. Socket operates a switch in St. Louis and provides VNXX dial-up ISP service to its affiliated ISP, and perhaps other ISPs, located in St. Louis. In order to provide VNXX dial-up ISP service to these ISPs in St. Louis, Socket will provide those ISPs with Ava telephone numbers. Socket would further

expect that calls from CenturyTel customers in Ava to Socket's ISP customers in St. Louis would be exchanged under the terms of this arbitrated interconnection agreement between Socket and CenturyTel. Under Socket's proposed language, Socket would establish a single POI at CenturyTel's tandem switch in Branson and would not establish a POI at Ava even though Socket provides Ava telephone numbers to its ISP customer in St. Louis and even though traffic volume out of Ava may be substantial relative to existing traffic leaving the Ava local calling area calling. As noted earlier, neither Socket nor its ISP customer would have any facilities or presence in Ava. Under the single POI approach, Socket would demand that CenturyTel deliver all traffic from Ava, and for that matter every other CenturyTel end office in the Springfield LATA, to Socket at a single point in Branson. Returning to the earlier Ava to St. Louis illustrative diagram, as indicated below, the single POI per LATA would be located at Branson rather than at Ava.



Q. UNDER SOCKET'S UNRESTRICTED SINGLE POI APPROACH, WHICH CARRIER BEARS THE COSTS OF TRANSPORTING THE VNXX DIAL-UP ISP CALLS ON THE PORTION OF THE ROUTE FROM AVA TO BRANSON?

A. Because the POI would be located in Branson and the Ava to Branson portion of the route would be on CenturyTel's side of the POI, CenturyTel would bear the costs of transport from Ava to Branson. Socket would bear the transport costs from Branson to St. Louis. However, as Dr. Avera similarly notes in his direct testimony regarding rural routes generally, the Ava to Branson portion of the route is the more costly portion of the route because it is in the more rural, less densely populated area. As a consequence, the Ava to Branson portion of the call route traverses a relatively thin pipe (*i.e.*, lower volume per route mile) carrying fewer minutes per mile on the facility. The Branson to

St. Louis portion of the call route, conversely, traverses a relatively fat pipe (*i.e.*, higher volume per route mile) carrying many more minutes per mile. Consequently, economies of scale dictate that the costs per minute mile will be much higher on the Ava to Branson portion than on the Branson to St. Louis portion of the route of the call. This significant cost differential helps explain why Socket demands a single POI per LATA under circumstances in which each party remains responsible for the facilities on its side of the POI. This would effectively allow Socket to avoid being responsible for the most costly segment of the route.

Q. WOULD SOCKET'S UNRESTRICTED SINGLE POI DEMAND IMPACT JUST THIS ONE VNXX DIAL-UP ISP CALL ROUTE?

A. No. The Ava to Branson route is merely a singe illustrative example. In addition to the Ava to Branson route, CenturyTel would also be responsible for maintaining a route from Willow Springs to Branson, from Shell Knob to Branson, and from any other CenturyTel exchange (potentially more than 50 exchanges) to Branson at such time as Socket unilaterally decides to provide its ISP customers in St. Louis with telephone numbers to any of those exchanges. Socket seeks to force CenturyTel to deliver all such traffic to Socket at a single point in the LATA, for example Branson. This would require CenturyTel to bear the substantial cost burden of maintaining many different facilities on many different routes to the single POI. At the same time, Socket would merely be responsible for continuing to transport traffic over the same single fat pipe route from Branson to St. Louis. This same dynamic would also hold true in the Kansas City LATA as well as any other LATA from which Socket chooses to draw telephone numbers to assign to its ISP customers in St. Louis. So in this manner, too, Socket would disproportionately burden CenturyTel with onerous transport obligations throughout the

more rural areas of the LATA, while itself retaining only limited, less expensive, and less cumbersome obligations relating to a single high-capacity transport route.

Q. IS SOCKET'S DEMAND IN THAT RESPECT CONSISTENT WITH THE FTA?

A. No, it is not. To the contrary, Socket's demand undermines a central goal of the FTA, which is to promote facilities-based competition. In paragraph 3 of its TELRIC NPRM, the FCC expressed concern that applications of its TELRIC pricing rules may understate forward-looking costs and thereby "thwart one of the central purposes of the Act: the promotion of facilities-based competition." Socket's demands here do no less. By erecting this lucrative arbitrage opportunity and shifting cost responsibility to the ILEC, CLECs obviously have far less incentive, if any, to deploy their own facilities. When a CLEC deploys an expensive form of interconnection, like a remote single POI, CenturyTel should not have to assume all of the transport costs. Indeed, if a CLEC selects a "technically feasible" but expensive form of interconnection such as single point of interconnection per LATA, or a POI outside the local calling area, then the CLEC should be required to bear the cost of that interconnection. As the FCC noted in Paragraph 199 of the First Report and Order, "[o]f course a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to Section 251(d)(1), be required to bear the cost of that interconnection, including a reasonable profit."

Q. DOES CENTURYTEL CURRENTLY HAVE FACILITIES THAT CONNECT AVA AND OTHER EXCHANGES TO THE TANDEM SWITCH IN BRANSON?

A. Yes, however it must be noted that the tandem switch at Branson is an access tandem and not a local tandem.

Q. WHAT IS THE SIGNIFICANCE OF THE BRANSON TANDEM BEING AN ACCESS TANDEM RATHER THAN A LOCAL TANDEM?

A. From a network engineering and construction perspective, as well as understanding the nature of the traffic routing, the distinction is critical. Because the Branson tandem is an access tandem, all facilities connecting exchanges like Ava and others that are not in the Branson local calling area were specifically designed to carry access (i.e. long distance) traffic only. They were never intended to carry local traffic. For example, all traffic on the route from Ava to Branson is currently access traffic rather than local traffic. It is traffic that is leaving the Ava local calling area. As such it constitutes "Paying" Traffic.

Q. WHY DO YOU REFER TO THE CURRENT TRAFFIC ON THESE ROUTES AS "PAYING" TRAFFIC?

A. As it is traffic leaving the Ava local calling area, all such traffic on this route connecting Ava to Branson has, up to this point, been access traffic subject to per minute access charges under CenturyTel's intrastate or interstate access charge tariffs. Because such traffic has been subject to per minute access charges it has remained fairly stable. Where there has been growth requiring expending capital resources to increase capacity on the route, it has been accompanied by increases in the minutes subject to access charges and, therefore, increased revenues. In that manner, CenturyTel's costs to increase capacity have been effectively reimbursed and justified by the increased access revenue derived from the increased traffic requiring facility augmentation. Historically, as traffic has increased and costs have increased, there has also been an associated increase in revenues available to defray those costs.

Q. WOULD APPLICATION OF SOCKET'S UNRESTRICTED SINGLE POI APPROACH AND THE GENERATION OF VNXX DIAL-UP ISP TRAFFIC UPSET THIS BALANCE?

A. It certainly would. VNXX dial-up ISP traffic, under the single POI approach Socket advocates, would not be "paying" traffic. It is obvious from the proposed contract language and the positions set forth in the Joint DPL that Socket has no intention of paying CenturyTel per minute access charges or otherwise for transporting this traffic over those routes between the CenturyTel end offices and the single POI in Branson. Under the single POI per LATA approach, Socket attempts to avoid all financial responsibility for the sizeable costs associated with transporting the VNXX dial-up ISP traffic on the routes from the CenturyTel end offices to the single POI in Branson.

Q. DOES IT MATTER THAT THE FACILITIES AT ISSUE WERE DESIGNED TO HANDLE ACCESS TRAFFIC RATHER THAN LOCAL TRAFFIC?

A. Yes, it does. The facilities at issue were engineered, designed, and deployed specifically based on anticipated volumes and patterns of access traffic. Those basic underlying assumptions vary substantially between access and local traffic, and even more so between traditional access traffic and essentially one-way VNXX dial-up ISP traffic.

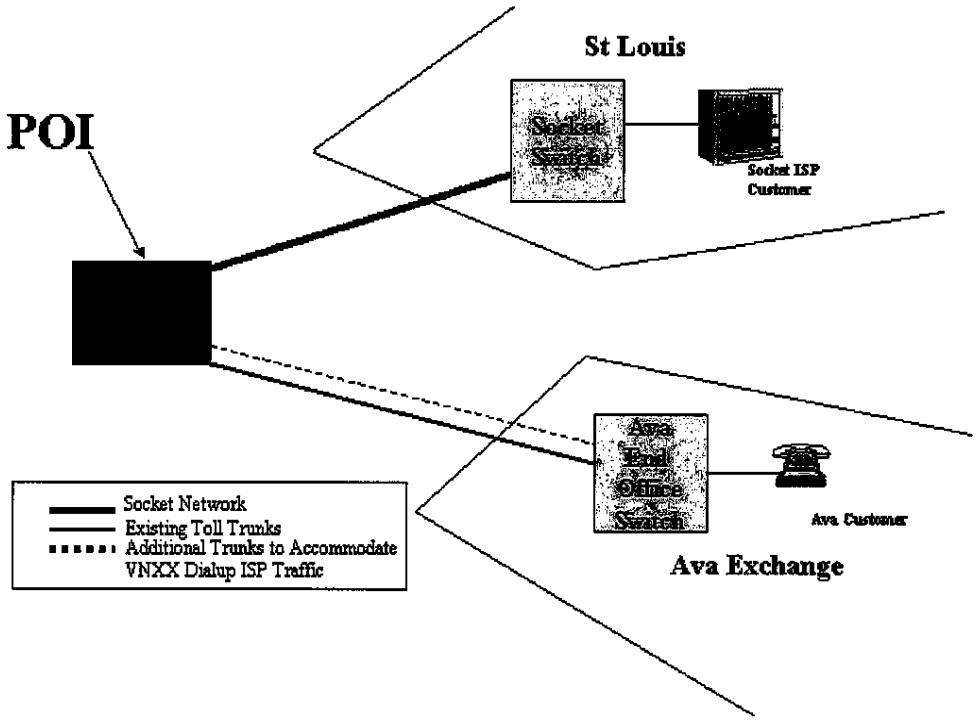
Q. WOULD IT BE TECHNICALLY FEASIBLE TO SIMPLY PUT THIS NEW TRAFFIC ON THE EXISTING ROUTE BETWEEN AVA AND BRANSON IN ORDER TO DELIVER IT TO SOCKET IN BRANSON?

A. No, it would not be technically feasible. The existing facilities and capacity on that route simply cannot accommodate this new VNXX dial-up ISP traffic. As was discussed earlier, this route, like many others that would be subject to Socket's unrestricted single POI demand, was designed and engineered to handle a very manageable volume of long distance traffic leaving the Ava local calling area. It has been CenturyTel's experience that implementation of VNXX dial-up ISP traffic by CLECs typically causes a very rapid exhaust of capacity on routes leaving the local calling area. This is due in large part to

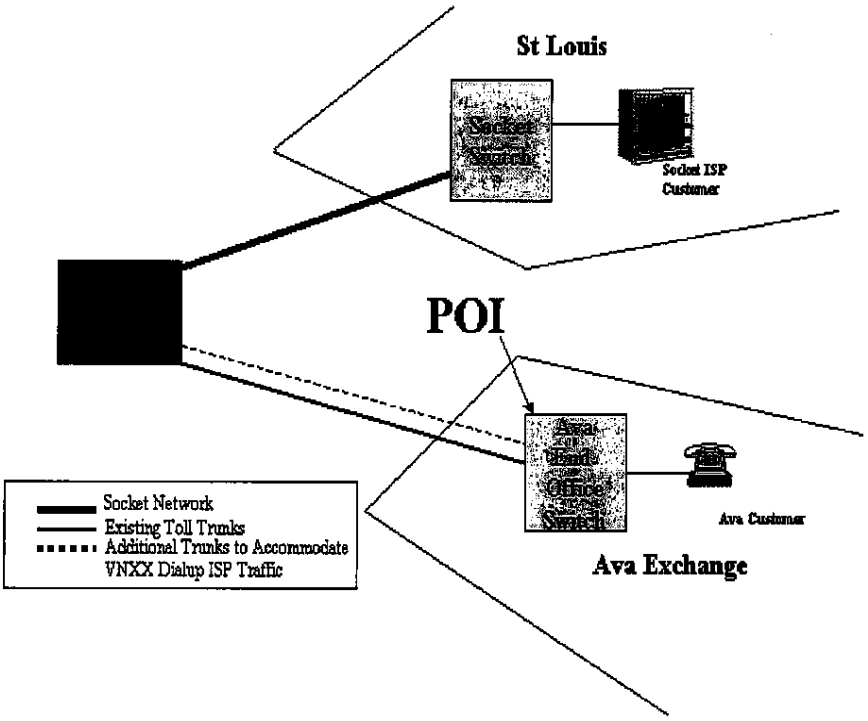
the fact that dial-up ISP calls have very long holding times. Also, because neither the CLEC nor its ISP customer pay charges to allow this traffic to ride facilities leaving the local calling area, they have no incentive to constrain the volume or duration of such traffic. If CenturyTel were to place the VNXX dial-up ISP traffic on the existing routes, such traffic would quickly overload the routes and cause blockage, including blockage of legitimate long distance calls that Ava customers might be trying to place. In other words, this new "non-paying" traffic would overcrowd and block out the existing legitimate "paying" traffic.

Q. COULD BLOCKAGE BE AVOIDED BY ADDING CAPACITY ON THESE ROUTES CONNECTING THE CENTURYTEL END OFFICES TO BRANSON?

A. Yes, assuming that the underlying facility can be upgraded and given proper planning and lead time this would be possible. However, such action would come with a cost. This, quite naturally, begs the all important question of who should bear the cost of adding capacity to accommodate VNXX dial-up ISP traffic exchanged under the agreement. If the agreement allows a single unrestricted POI per LATA indefinitely with each party responsible for the facilities on its side of the POI, CenturyTel would bear financial responsibility for the cost of the increased capacity, as that portion of the route would be on CenturyTel's side of the POI in Branson. (See the diagram below.)



In that manner, CenturyTel would incur substantial expenses to deploy facilities primarily designed and deployed to handle traffic inuring solely to Socket's financial benefit. If the agreement instead appropriately provides for additional POIs with the growth of traffic, Socket would become financially responsible for the cost of the required increased capacity, as that portion of the route would be on Socket's side of the POI, which would then be required to be established in the local calling area, for example at Ava. (See the diagram below.)



Q. HAS SOCKET ACKNOWLEDGED THAT EXCHANGE OF TRAFFIC BETWEEN THE PARTIES MAY CAUSE THE NEED FOR ADDITIONAL CAPACITY BETWEEN THE CENTURYTEL END OFFICES AND SOCKET'S SWITCH?

A. Yes, Socket has specifically acknowledged and anticipated this likely result. For example, Socket's proposed language at Article V, Section 11.1.2.1 provides that, with regard to any particular local calling area, when traffic exchanged between the parties exceeds a level of 24 DSOs (i.e. a DS-1) at peak, Socket would establish direct trunks to the CenturyTel end office in that local calling area.

Q. DOES CENTURYTEL AGREE THAT DIRECT TRUNKS TO THE CENTURYTEL END OFFICE SHOULD BE ESTABLISHED WHEN TRAFFIC REACHES A LEVEL OF 24 DSOS?

A. Yes, CenturyTel agrees that direct trunks should be established to the CenturyTel end office in the local calling area once traffic in that local calling area reaches a level of 24 DSOs (sometimes also referred to as a DS-I, or T-1 level). In this respect, the parties seem to be in agreement that 24 DSOs (*i.e.*, 24 voice grade trunks) is a significant level of traffic. In fact, significant enough to justify establishment of its own dedicated trunks. The establishment of dedicated trunks for the VNXX dial-up ISP traffic to be exchanged by the parties would be appropriate because it would prevent blockage of other traffic already riding that same route between the CenturyTel end office and, in the example above, Branson. The Parties agree that adding this capacity to the route is appropriate. However, the Parties still have a serious dispute as to who should bear the financial responsibility for the cost of that added capacity. Socket maintains that, even though dedicated trunks should be established to a CenturyTel end office when traffic reaches a level of 24 DSOs, the POI for that traffic should remain at a single point in the LATA, in other words at Branson. By taking this position, Socket attempts to shift the costs of the dedicated trunks and additional capacity onto CenturyTel. However, that cost, precipitated by Socket's VNXX dial-up ISP traffic, should be borne by Socket, which is both the cost causer and the only party financially benefiting from the arrangement. Therefore, once traffic associated with a particular local calling area reaches a level of 24 DSOs, a POI should be established in that local calling area. This would result in Socket bearing the costs of the dedicated trunks and added capacity from that local calling area based upon the principle that each party is financially responsible for trunks on its side of the POI.

Q. WHICH PARTY SHOULD BE RESPONSIBLE FOR THE COSTS OF ACCOMMODATING THE EXCHANGE OF VNXX DIAL-UP ISP TRAFFIC?

A. There are two public policy and economic principles that dictate the answer to this question: (1) the cost causer should pay and (2) the party who derives revenue from the traffic should pay. Here, as I mentioned above, Socket is both the cost causer and is the party deriving revenues from the traffic. Therefore, Socket should bear the cost of augmenting the facilities transporting traffic out of the local calling area once traffic volume reaches the 24 DSO level.

Q. WHY DO YOU CHARACTERIZE SOCKET AS THE COST CAUSER?

A. It is Socket's business plan and service offerings that necessitate augmenting capacity or deploying additional facilities. It is Socket, after all, that has rolled out the VNXX dial-up ISP service and offered it to ISP customers. The service entices ISPs to remove their equipment and presence from relatively rural local exchanges, or to not place such equipment in those exchanges in the first place. At the same time, the service persuades ISPs to relocate their equipment, or initially locate their equipment, only in larger, more urban exchanges that are in many instances far away from the dial-up internet customers the ISPs seek to serve. The ISP, as a result, is no longer even in the same local calling area as its dial-up internet customers. It is this increased distance between the ISP and the customers placing calls to that ISP, as well as the longer call duration, that creates the costs in question. Dial-up calls to the ISP, which had previously been carried on facilities within a local calling area, must now be carried on much longer interexchange facilities that leave the local calling area. These interexchange routes often cross several other exchanges and local calling areas before arriving at the exchange in which the party answering the call (*i.e.*, the ISP) is located. As has been described previously, this

directly causes the need to increase capacity on the interexchange route (including, for example, the portion from Ava to Branson). Indeed, Socket's own proposed language (Article V, Section 11.1.2.1) properly anticipates that additional trunks to CenturyTel's end offices must be deployed. Socket and its VNXX dial-up ISP service cause the costs associated with the need to add trunks to the interexchange routes.

Q. DOES SOCKET DERIVE REVENUE FROM THE VNXX DIAL-UP ISP TRAFFIC?

A. Yes. The VNXX dial-up ISP service appeals to ISPs because it allows them to artificially expand their local dial-up coverage area and to save costs in the deployment of their equipment by allowing them to consolidate that equipment at a single urban location. When a CLEC such as Socket provides to an ISP in St. Louis telephone numbers for Ava or any other rural local calling area, it is with the clear expectation that the ISP will be able to receive calls from those areas and that such calls will be placed as toll-free calls. There is clearly a value associated with such an inward toll-free dialing service. The ISPs are willing to pay for that value. As a consequence, Socket charges for the service and receives revenue from its ISP customers. In this manner, Socket and other CLECs providing VNXX dial-up ISP service derive revenues from the service at the same time they attempt, with the unrestricted single POI demand, to avoid responsibility for many of the costs associated with making the service work. That is, the costs of creating a long distance connection between the dial-up callers and the distant ISP.

Q. DOES CENTURYTEL DERIVE ANY REVENUE FROM THE VNXX DIAL-UP ISP TRAFFIC GENERATED BY SOCKET AND ITS ISP CUSTOMERS?

A. No. CenturyTel would derive no access charge revenue from the VNXX dial-up ISP traffic. Neither would CenturyTel derive any additional local revenue as a result of the

traffic. CenturyTel currently charges flat monthly rates for the service that allows its customers to place local calls. Although the VNXX dial-up ISP traffic clearly leaves the local calling area, the VNXX arrangement fools the network into treating the traffic is local. CenturyTel is not in a position to charge its customers any more than the current flat monthly rate to account for this additional so-called "local" traffic. All new revenue associated with this traffic will inure to Socket in the form of the charges that the ISPs pay to Socket for this inward toll-free calling service.

Q. DOES SOCKET HOLD ITSELF OUT AS PROVIDING SUCH VNXX DIAL-UP ISP SERVICE?

A. Yes, it does. On its web site, www.socket.com, Socket describes a service it calls "Wholesale Dial-up." The service is specifically targeted to ISPs. The web site touts the service as allowing ISPs to increase their dial-up coverage area without incurring huge capital outlays. Obviously that increased dial-up coverage will only have value if it is toll free dial-up. There are only so many ways to accomplish this result. It could be accomplished by providing the ISP with "800" toll-free inward dialing service. This is not likely as it would require Socket to pay access charges for such interexchange traffic's use of the originating local exchange carrier's network. A second way to provide the service would be via true FX service. Again, though, this is unlikely as it would require Socket to charge the ISP for a dedicated circuit from St. Louis to Ava. That leaves VNXX dial-up ISP service, which is very attractive to Socket so long as it can shift most of the transport costs associated with expanded local calling onto the incumbent local exchange carrier rather than to its own ISP customer. There is little question that Socket's "Wholesale Dial-up" service is VNXX dial-up ISP service. This

also explains why Socket advocates a single POI approach. This is the vehicle by which Socket intends to shift responsibility for transport costs onto CenturyTel.

Q. YOU STATED EARLIER THAT THE BULK OF THE TRAFFIC EXCHANGED UNDER THE ARBITRATED AGREEMENT WOULD CONSIST OF SOCKET'S DIAL-UP ISP SERVICE. ON WHAT DO YOU BASE THAT CONCLUSION?

A. That is typically the case when, as here, an ISP creates a CLEC affiliate and begins offering VNXX dial-up ISP service. Current traffic patterns give every indication that Socket's operations in CenturyTel service territories are no exception to this general tendency. The best indicator of what traffic will be exchanged under the arbitrated agreement is to look at traffic currently being exchanged between the parties. Point-to-point traffic studies are very revealing in this regard. For example, I looked at just a couple of CenturyTel's more rural local exchanges where Socket has assigned telephone numbers to its customers. In a sample one-week period, CenturyTel customers in La Grange, Missouri called only one telephone number that Socket issued for that exchange. However, the calls amounted to more than 50,000 minutes with an average holding time of 60 minutes. This certainly suggests that the traffic is dial-up ISP traffic. Since there is no indication that the ISP is located in the La Grange local calling it is more particularly VNXX dial-up ISP traffic. Similarly, during the same one-week period CenturyTel customers in Eminence, Missouri also called only one telephone number that Socket issued for that exchange. However, the calls amounted to more than 40,000 minutes with an average holding time of 61 minutes. Again, this suggests that the traffic is dial-up ISP traffic. Since there is no indication that the ISP is located in the Eminence local calling it is also VNXX dial-up ISP traffic.

Q. IS THERE ANY OTHER INDICATION THAT THIS TRAFFIC IS DIAL-UP ISP TRAFFIC?

A. Yes there is. In fact, each of the Socket telephone numbers being dialed by CenturyTel customers in these exchanges is listed on Socket's web site as being local dial-up numbers that customers of Socket's ISP should use to connect to the internet. There is no doubt that all of the traffic being exchanged between CenturyTel and Socket out of these two rural CenturyTel exchanges is VNXX dial-up ISP traffic. There is no reason to believe that this will not continue to be the case with regard to all of CenturyTel's more rural exchanges under the arbitrated interconnection agreement. This is why it is important to focus on VNXX dial-up ISP traffic when making critical determinations such as where, and how many, POIs there should be.

Q. WOULD ADOPTING THE MULTIPLE POI APPROACH MORE PROPERLY AND FAIRLY ALLOCATE THE COSTS ASSOCIATED WITH VNXX DIAL-UP ISP SERVICE?

A. Yes, it would. CenturyTel would simply require that a POI be established in the local calling area once the traffic reaches a DS-1 level (i.e. 24 DS-Os). This is the same point at which the parties have agreed that a direct connection should be established between that local calling area and Socket's network. A POI would therefore be established in the local calling area when the additional dedicated trunks are added to establish the direct connection. This would appropriately result in Socket assuming the financial responsibility for those added trunks as they would be on Socket's side of the POI. Socket, as the financially responsible party, would of course, be free to decide how to establish the dedicated trunks to the local calling area. Socket could choose to lease such facilities or capacity from CenturyTel, enter arrangements with a third party provider, even build and own the facilities themselves. In any event, Socket as the cost causer and

financial beneficiary of the traffic would properly bear financial responsibility for the costs and facilities that are required to make their VNXX dial-up ISP service work.

Q. IN YOUR VIEW IS IT UNREASONABLE TO EXPECT SOCKET TO ESTABLISH A POI IN EACH LOCAL CALLING AREA WHERE IT HAS TRAFFIC ABOVE A DS-I LEVEL?

A. Not at all. As I have already described, it is Socket's service that is generating the traffic and it is Socket that is deriving revenue from that traffic. It only stands to reason that any CLEC that holds itself out as offering service in a particular local calling area should be prepared to establish a presence in that area. Otherwise the CLEC is functioning no differently than an IXC who merely pulls traffic out of the local calling area. Moreover, a primary goal of the FTA, after all, was to promote facilities-based competition.

Q. HAS SOCKET ACKNOWLEDGED THAT THERE IS SOME POINT AT WHICH MORE THAN A SINGLE POI SHOULD BE ESTABLISHED IN A LATA?

A. Yes, but the traffic threshold they have proposed is so high as to be meaningless in CenturyTel's service areas. At section 4.3.1.1 and 4.3.1.2 of Article V, Socket has proposed language that would only require an additional POI when traffic reaches an OC-12 level. An OC-12 level of traffic is a very large volume of traffic usually only associated with very densely populated urbanized service areas. An OC-12 is the equivalent of 8,064 DS-Os or 336 DS-1s. Although Socket agrees that 24 DS-Os is sufficient traffic to justify dedicated trunking, it will not consider an additional POI until the traffic reaches a level 336 times that high. The totally unrealistic nature of an OC-12 trigger can be illustrated by taking note of the following: Even if every single CenturyTel customer in the exchanges of Jerico Springs, Bradleyville, Schell City, Everton, Protem, Raymondville, Nebo, Koshkonong, Bronaugh, Louisburg, Weaublieau,

Dadeville, Thomasville, Jenkins, Preston, Walker, Cedar Creek, and Arcola were to call Socket's ISP customers at the same time, that still would not be enough traffic to trigger the OC-12 threshold that Socket is proposing.

Q. IS IT SURPRISING THAT SOCKET WOULD PROPOSE SETTING THE TRAFFIC THRESHOLD FOR AN ADDITIONAL POI SO UNREALISTICALLY HIGH?

A. Not at all. As I have described previously in my testimony, retaining a single POI in the LATA works entirely to the financial benefit of Socket and to the financial detriment of CenturyTel. Under Socket's proposed language, CenturyTel would be forced to absorb the costs of adding up to 8,064 trunks between its end offices and the single POI in order to make Socket's VNXX dial-up ISP service work. Only if the total trunks required ever exceeded 8,064 would an additional POI be required and therefore, only at that point would Socket have to begin taking some responsibility for the costs caused by its service to its customers. CenturyTel's proposed threshold of I DS-I (24 DS-Os) is much more realistic than Socket's proposal of an OC-12 level in light of the specific CenturyTel network configuration and service areas.

Q. SHOULD THE COMMISSION'S PREVIOUS RULINGS WITH REGARD TO AT&T (F/K/A SBC) DICTATE HOW IT DECIDES THE POI ISSUE IN THIS PROCEEDING?

A. No. As Dr. Avera and Guy Miller also generally discuss at length in their direct testimony, the Commission's prior rulings with regard to AT&T should not dictate how the POI issue should be decided in this proceeding. The relevant factors that the Commission should take into consideration are very different as between CenturyTel and AT&T. As 1 noted previously, CenturyTel's tandem switches in Missouri function as access tandems and not as local tandems. This means that the existing facilities linking

CenturyTel's end offices to the anticipated single POI are access facilities carrying only non-local traffic. My understanding is that AT&T, unlike CenturyTel, operates several local tandems. This means that AT&T's links between its end offices and the anticipated single POI would in many instances already be designed to carry local traffic. Therefore, the relative burden and impact of adopting an unrestricted single POI approach would be quite different as between CenturyTel and AT&T.

Q. ARE THERE OTHER REASONS WHY AN UNRESTRICTED SINGLE POI APPROACH WOULD MORE DRAMATICALLY IMPACT CENTURYTEL THAN AT&T?

A. Yes, the difference in service territories is a major factor. AT&T serves much more densely populated urbanized local exchanges. This means that the connections between those exchanges and any single POI would likely entail fairly high traffic volume routes. The addition of Socket's VNXX dial-up ISP traffic may not significantly impact the manageability and cost of those routes since they may already have flat-rated local traffic on them. Conversely, CenturyTel's local exchanges are much less densely populated and more spread out. This means that the connections between CenturyTel's end offices and any single POI will entail relatively low traffic volume routes.

Q. HAS THE FCC ITSELF QUESTIONED THE EQUITY OF REQUIRING AN ILEC TO BEAR THE COST OF TRANSPORTING TRAFFIC OUTSIDE THE LOCAL CALLING AREA?

A. Yes it has. In the *Intercarrier Compensation NPRM*, the FCC solicited comment on "whether an incumbent LEC should be obliged to bear its own costs of delivering traffic to a single POI when the POI is located outside the calling party's local calling area."[3] The FCC has noted that there have been a substantial number of disputes related to how

[3] *Intercarrier Compensation NPRM*, 16 FCC Rcd at 9651, para. 113.

carriers should allocate interconnection costs, particularly when the physical POI is located outside the local calling area where the call originates. The FCC attributes these disputes to the lack of clarity among the various rules governing the costs of interconnection.[4] In this context, the Missouri Commission has discretion to determine whether there should be only a single POI per LATA based upon the circumstances of the case.

Q. HAS ANY PROGRESS BEEN MADE IN ANSWERING THE FCC'S QUESTION AS TO WHETHER AN ILEC SHOULD HAVE TO BEAR THE COST OF TRANSPORTING TRAFFIC OUTSIDE THE LOCAL CALLING AREA?

A. Yes. Although the FCC has not issued a final order in the Intercarrier Compensation proceeding, substantial progress has been made. About eighteen months ago the National Association of Regulatory Utility Commissioners (NARUC) formed an Intercarrier Compensation (ICC) Task Force to attempt to develop a comprehensive and fair solution to intercarrier compensation reform. After extensive deliberations and negotiations, the Task Force has developed an industry sponsored framework for such intercarrier compensation reform which is set forth in framework documents. Under those framework documents, the question posed by the FCC is effectively answered. With regard to Tier 2 LECs (which would include CenturyTel) such carriers would effectively not be obligated to transport traffic outside of the local calling area. Any need to transport traffic beyond the Tier 2 ILEC's local calling area would be the responsibility of the RBOC or CLEC interconnecting with the Tier 2 ILEC. As the Task Force came to realize, this is a very equitable resolution of the issue that takes into account the costs and burdens associated with the more rural interexchange routes.

[4] *Intercarrier Compensation,* Further Notice of Proposed Rulemaking, at para 91 (rel. March 3, 2005).

Q. HAVE THERE BEEN OTHER DEVELOPMENTS IN THE INDUSTRY THAT SUPPORT THIS RESOLUTION OF THE ISSUE AS TO WHICH PARTY SHOULD BEAR THE COSTS OF THE TRANSPORT THAT LEAVES THE LOCAL CALLING AREA?

A. Yes, right here in Missouri, CenturyTel has negotiated this very same issue with two other CLECs. Both MCImetro Access Transmission Services, LLC ("MCI") and CD Telecommunications, LLC ("CD") sought to provide VNXX dial-up ISP service that would generate calls originating in, but leaving CenturyTel local calling areas. In each instance the parties agreed to terms that require the CLEC to bear the costs of transport outside of the local calling area. This was accomplished by requiring more than a single POI in the LATA.[5] This is further evidence that the more equitable resolution is to require Socket to bear the costs of transport outside of the local calling area. CenturyTel's contract language regarding the establishment of POIs should be adopted.

IV.
ADDITIONAL ARTICLE II AND ARTICLE V DISPUTES

Article V. – Issue No. 9
Should interconnection facilities compensation be based on each party taking responsibility for bringing its facilities to the POI?

Article V. – Issue No. 17
How should expenses be divided for trunking facilities on each party's side of the POI?

Q. WHAT IS THE PARTIES' DISPUTE REGARDING THESE ISSUES?

A. The parties no longer disagree on the proper apportionment of responsibility of trunking and facilities on each side of the POI. As noted above, the parties agree that each party should be responsible for the costs and facilities on its side of the POI. However, it

[5] The MCI/CenturyTel amendment was submitted to the Commission in Case No. LO-2005-0383 and approved by the Commission by Order issued June 2, 2005. The CTL/CD Agreement and Addendum are on file in Case No. TK-2006-0126.

should remain clear that this provision does not alter responsibilities with regard to collocation and access traffic. With respect to collocation, accordingly, the Commission should adopt CenturyTel's proposed section 8.2, which merely notes that when the POI is a collocation arrangement it is subject to the terms and provisions of Article XIV: Collocation. The parties, notably, have agreed to Article XIV in its entirety. Further, responsibilities with regard to access traffic will be governed by applicable access tariffs regardless of the location of the POI applicable to non-access traffic. Access traffic must continue to be subject to CenturyTel's applicable access tariffs. Therefore, the Commission should adopt CenturyTel's proposed language at Section 8.3 to that effect. Rather than imposing any new or substantive requirements, the language merely incorporates the terms and provisions of the otherwise applicable access tariffs.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?

A. While recognizing that the parties have agreed to the language in section 8.1, the Commission should, for the reasons stated above, adopt CenturyTel's proposed language in sections 8.2 and 8.3.

ARTICLE V. – ISSUE NO. 10
What language should the ICA include regarding intercarrier compensation for transport and termination of traffic?

Q WHAT IS IN DISPUTE WITH REGARD TO ARTICLE V, ISSUE NO. 10?

A. This issue involves the payment of reciprocal compensation ("recip comp") with regard to traffic exchanged under the Interconnection Agreement. As noted previously, the great bulk of traffic to be exchanged between the parties will likely be Socket's VNXX dial-up ISP traffic. Therefore, the thrust of this issue is what, if any, recip comp charges should be applicable to that traffic.

Q. WHAT IS SOCKET'S POSITION WITH REGARD TO RECIP COMP BEING APPLIED TO VNXX DIAL-UP ISP TRAFFIC?

A. Originally, Socket was proposing terms that would have applied bill and keep to this traffic. Socket's proposed language filed with its Petition for Arbitration at Article V, Section 9.5.1 provided as follows:

> *To the extent that ISP-bound traffic is provisioned via FX or FX-type arrangements, it is subject to the compensation mechanism of Bill and Keep.*

However, Socket has since modified its proposed language such that it would become the recipient of recip comp payments from CenturyTel for VNXX Dial-up ISP traffic once it begins to terminate more than 60 percent of the traffic exchanged between the parties.

Q. WOULD THE TRAFFIC TERMINATED BY SOCKET LIKELY EXCEED THE 60 PERCENT THRESHOLD PROPOSED BY SOCKET?

A. Yes, in all likelihood the percent of traffic Socket terminates will instantly greatly exceed 60 percent. This is because almost all of the traffic to be exchanged by the parties will be Socket's VNXX Dial-up ISP traffic. This traffic flows in only one direction. As has already been noted, in several of CenturyTel's exchanges 100 percent of the traffic currently exchanged with Socket is Socket's VNXX Dial-up ISP traffic. Therefore, under the terms it proposes, Socket would receive 100 percent of the recip comp payments while CenturyTel would receive none.

Q. WOULD IT BE APPROPRIATE FOR SOCKET TO IMPOSE RECIP COMP CHARGES ON CENTURYTEL FOR SOCKET'S VNXX DIAL-UP ISP TRAFFIC?

A. Absolutely not. It would be quite another thing if CenturyTel was actually generating revenue from the VNXX Dial-up ISP traffic and was merely expected to pay Socket for Socket's part in making that traffic and revenue possible. However, it has been noted

that CenturyTel does not generate revenue from Socket's VNXX Dial-up ISP traffic. On the contrary, only Socket derives revenue from the traffic. Under Socket's Single POI position, CenturyTel would experience only increased costs when Socket chooses to roll out additional VNXX Dial-up ISP services (or "Wholesale dial-up" as Socket refers to the service in its marketing materials).

Q. IS SOCKET'S PROPOSAL WITH REGARD TO RECIP COMP CONSISTENT WITH THE INTENT OF THE FTA?

A. No, it is not. The FTA refers to recip comp as the "mutual and reciprocal" recovery of costs. Clearly the FTA anticipated a mutual exchange of traffic with both parties benefiting from the arrangement. The Act anticipated that recip comp would flow both directions, hence the term "reciprocal compensation." Socket with its VNXX Dial-up ISP service is attempting to arbitrage the system such that 100 percent of the traffic terminates on its network, so that it receives 100 percent of the end-user revenues, and it receives 100 percent of the recip comp payments. There would hardly be anything mutual or reciprocal about such an arrangement. Socket should not be allowed to perpetuate such a windfall.

Q. IS SOCKET'S PROPOSAL WITH REGARD TO RECIP COMP CONSISTENT WITH THE OUTCOME IN THE M2A SUCCESSOR PROCEEDING?

A. No, it is not. In that proceeding the Commission adopted language that effectively would not apply any recip comp charges to VNXX Dial-up ISP traffic.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. Socket's proposed language should be rejected. CenturyTel's language, which makes such VNXX traffic subject to access charges should be adopted. In the alternative, and

consistent with the earlier mentioned MCImetro/CenturyTel and CD Telecom/CenturyTel agreements, Bill and Keep could be applied to such traffic conditioned upon POIs being established in each local calling area where Socket chooses to assign VNXX telephone numbers.

Article II – Issue No. 14
How should the ICA define "Information Access" and "Information Access Traffic"?

Article II – Issue No. 15
Should the definition of "ISP Traffic" follow the way the term is defined in the FCC's ISP Remand Order?

Q. WHAT IS THE PARTIES' DISPUTE WITH REGARD TO THESE ISSUES?

A. The definitions at issue here will directly affect how the parties treat the all-important VNXX dial-up ISP traffic. Under CenturyTel's language, VNXX dial-up ISP traffic would be treated as access traffic because it consists of calls between parties who are not located in the same local calling area. Under Socket's language, any and all traffic destined for an ISP, including VNXX traffic would be treated as non-access regardless of whether such calls leave the local calling area, the LATA, or even the state.

Q. BUT DON'T BOTH PARTIES' DEFINITIONS REFERENCE THE FCC'S ISP REMAND ORDER?

A. Yes, both parties do refer to the ISP Remand Order in their proposed definitions. However, to simply do so without elaboration, as Socket's language does, would merely invite controversy and disputes. Some CLECs have claimed that the FCC's ISP Remand Order somehow converted VNXX dial-up ISP traffic into non-access traffic. Based upon Socket's proposed overly broad definitions of "Information Access Traffic" and "ISP Traffic," and the manner in which Socket proposes to use those terms within the body of the Agreement, that is exactly what Socket is attempting to accomplish here. Socket is

relying on its own tortured interpretation of the ISP Remand Order as support for its desire to have VNXX dial-up ISP traffic treated as non-access traffic.

Q. DOES THE FCC'S ISP REMAND ORDER SUPPORT SOCKET'S DESIRES IN THIS REGARD?

A. No, it does not. The ISP Remand Order did not remove any traffic, ISP-bound or otherwise, from the access category. Instead, what the ISP Remand Order did was to remove certain ISP-bound traffic from the Section 251(b)(5) category of traffic. In other words, the ISP Remand Order started with the 251(b)(5) category, not the access category, and then carved out from the 251(b)(5) category ISP-bound traffic where the ISP is located in the same local calling area as the customer placing the call. ISP-bound traffic where the ISP is not located in the same local calling area as the calling party never was included in the 251(b)(5) category and therefore was not touched or affected by the ISP Remand Order.

Q. DOES THE LANGUAGE IN THE FCC'S ISP REMAND ORDER SUPPORT THIS CONCLUSION?

A. It certainly does. Nowhere in the 54-page Order did the FCC state that it was applying a new compensation plan to calls where the ISP is located outside of the local calling area. Instead the FCC was addressing treatment of ISP-bound traffic where the ISP is located in the same local calling area. The FCC described the question it was addressing at paragraph 13 of the order:

> As a result of this determination, the question arose whether reciprocal compensation obligations apply to the delivery of calls from one LEC's

> end-user customer to an ISP in the same local calling area that is served by a competing LEC.[6] (emphasis added).

Q. WAS THE FCC'S ISP REMAND ORDER APPEALED TO AND REVIEWED BY THE FEDERAL COURT?

A. Yes, it was. The Court's decision in that review makes it clear that the FCC was making a carve-out from section 251(b)(5) traffic and was not removing anything from the access category. The Court also confirmed that the FCC was addressing ISP-bound traffic only where the ISP is located in the same local calling area. After all, that is the only ISP-bound traffic that would have been included within section 251(b)(5) traffic to begin with. The Court specifically stated:

> In the order before us the Federal Communications Commission held that under section 251(g) of the Act it was authorized to 'carve out' from section 251(b)(5) calls made to internet service providers ('ISPs') located within the caller's local calling area.[7] (emphasis added)

Socket's attempt to somehow use the ISP Remand Order to gain non-access treatment of its VNXX Dial-up ISP service is clearly thwarted by the language in the order and the decision on appeal.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?

A. The Commission should reject Socket's definitions as they are an attempt to gain treatment of their VNXX Dial-up ISP traffic that they are not entitled to. The Commission should accept CenturyTel's definition of "Information Access Traffic or ISP Bound Traffic" as it is consistent with the ISP Remand Order and properly applies

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[6] *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand and Report and Order, 16 FCC Rcd 9151, at ¶ 13 (2001) ("*ISP Remand Order*").

[7] *WorldCom v. FCC*, 288 F.3d 429, 430 (D.C. Cir. 2002)

non-access treatment only to those calls where the ISP is located in the same local calling area.

Article V – Issue No. 32
What definition, if any should be included in the ICA for the term "Foreign Exchange" or "FX"?

Article V – Issue No. 33
How should the ICA define "Local Interconnection Traffic"?

Article V – Issue No. 34
What Party's definition of "Virtual NXX Traffic" is most appropriate for the ICA?

Q. WHAT IS THE PARTIES' DISPUTE WITH REGARD TO ISSUE 32 IN ARTICLE V?

A. The issue here, once again, has to do with the proper treatment of Socket's VNXX Dial-up ISP traffic. Socket is again proposing definitional language that attempts to improperly gain non-access treatment of its VNXX dial-up ISP traffic. Socket proposes to define FX in a manner that would bring the VNXX dial-up ISP traffic within scope of Local Interconnection Traffic. However, as was described earlier in this testimony, VNXX dial-up ISP service in the manner contemplated by Socket is not true FX service. This is because neither Socket nor its ISP customer would bear the cost of a dedicated facility connecting to the distant local calling area. Instead, Socket intends to shift this cost to CenturyTel by arbitraging this and other interconnection agreement language. Socket's definition of FX should be rejected.

Q. WHAT IS THE PROBLEM WITH SOCKET'S PROPOSED DEFINITION OF LOCAL INTERCONNECTION TRAFFIC?

A. Socket's definition attempts to include VNXX dial-up ISP traffic either as ISP Traffic or FX. If Socket's proposed definition of those two terms are accepted, this would result in the mistreatment of VNXX dial-up ISP traffic and the unjust results described throughout

this testimony. Socket should not be allowed to link bad definitions together in order to arbitrage the agreement to its financial benefit and CenturyTel's financial detriment. CenturyTel's definition of Local Interconnection Traffic, linked with its proper definition of ISP Traffic, should be adopted as they result in treatment of VNXX dial-up ISP traffic that is equitable and consistent with applicable law.

Q. WHAT IS THE ISSUE WITH REGARD TO THE DEFINITION OF VNXX TRAFFIC?

A. Both Parties' definitions originally suffered from some ambiguities. CenturyTel modified its definition as a result of comments made by Socket in the original DPL. Socket has not modified its definition and it remains ambiguous. CenturyTel's revised definition is much clearer and should be adopted.

Article II – Issue No. 16
Should the ICA include a definition of "IntraLATA Toll Traffic"?

Q. IS SOCKET'S PROPOSED DEFINITION OF "INTRALATA TOLL TRAFFIC" APPROPRIATE?

A. No. The problem is with the inclusion of the limiting phrase "a separate retail charge." In today's market place there are a growing number of flat-rated "all-you-can-eat" interexchange calling plans. CenturyTel is concerned that the limiting phrase "a separate retail charge" will tempt carriers in the future to argue that what is clearly interexchange traffic, has been somehow converted to non-access traffic simply because there is no longer any retail usage-based charge. It is not necessary to inject this ambiguity into the definition. Therefore, CenturyTel's much more straight-forward definition should be adopted.

Article II – Issue No. 6
Should the parties' ICA extend obligations to CenturyTel affiliates?

Q. WHAT IS THE PARTIES' DISPUTE ON THIS ISSUE?

A. At its crux, this dispute relates to Socket's improper attempt to incorporate CenturyTel affiliates into the Parties' bilateral agreement. With its proposed language, Socket would ostensibly extend contractual obligations to third-parties that are not parties to this proceeding and that are themselves not regulated entities. For example, in defining "Currently Available," Socket demands that the facilities, services, features, functions, or capabilities of CenturyTel affiliates be considered. In other words, when Socket submits a Service Order to CenturyTel, Socket would require CenturyTel to respond as if any of its affiliates were similarly obligated to provide requested facilities, services, and the like to Socket under the FTA and under the Agreement.

Q. CAN YOU PROVIDE SOME BACKGROUND AS TO THE EXTENT OF CENTURYTEL'S AFFILIATED OPERATIONS IN MISSOURI?

A. CenturyTel, Inc., the parent company, owns two corporate entities which are operating as ILECs in Missouri. As mentioned at the beginning of my testimony, those two entities are CenturyTel of Missouri, LLC and Spectra Communications Group, LLC. Each of these ILECs is negotiating and arbitrating a separate interconnection agreement with Socket. The Two CenturyTel ILECs have consented to a joint proceeding in this matter solely as a convenience to the Commission and the parties. In no way has either of these entities waived their right as an incumbent local exchange carrier to have their own interconnection agreement with Socket. In this testimony I have referred to both CenturyTel of Missouri, LLC and Spectra Communications Group, LLC interchangeably as "CenturyTel" again, purely as a matter convenience. I expect that other CenturyTel

witnesses have done the same. This does not change the fact that CenturyTel of Missouri, LLC and Spectra Communications Group, LLC are each a separate incumbent local exchange carrier under the FTA. CenturyTel, Inc., also owns and operates several non-ILEC entities that may or may not have any operations or facilities in Missouri. These other entities are not incumbent local exchange carriers under the FTA.

Q. WHY DOES CENTURYTEL OBJECT TO SOCKET'S DEMANDS THAT OBLIGATIONS EXTEND TO OTHER CENTURYTEL AFFILIATES?

A. Socket's demands are problematic from both a legal and an operational standpoint. First, Socket's proposed contract language impermissibly attempts to impose obligations on CenturyTel beyond its obligations under the FTA and beyond the ordinary understanding of bilateral contracts. As its Petition for Arbitration plainly reveals, the purpose of this proceeding, consistent with sections 251 and 252 of the FTA, is to develop a bilateral interconnection agreement between Socket and CenturyTel (i.e., CenturyTel of Missouri and Spectra). As such, the respective obligations and rights of the parties in the agreement must necessarily be limited to the contracting parties. Socket and CenturyTel, after all, cannot enter into an interconnection agreement, even if fully agreed to by both parties, obligating AT&T Missouri to perform certain obligations. Nor can they bind a CenturyTel affiliate, especially not where one party—Socket—unilaterally attempts to do so. Further, beyond Socket's error in attempting to impose legal obligations on a non-party to the contract, it would also impose obligations beyond those set forth in the FTA. While telecommunications carriers have certain duties under section 251(a), LECs have certain obligations under section 251(b), and ILECs have certain additional obligations under section 251(c), I am not aware of any provision in the FTA or in FCC regulations obligating affiliated entities that are not themselves telecommunications carriers, LECs,

or ILECs to adhere to those duties. The affiliates, of course, are separate legal enteritis and should be treated as such. Through the guise of defining what is "currently available," Socket cannot circumvent these limitations and effectively reach out to non-parties that may themselves be non-regulated and, in any event, are legal entities separate and apart from the ILEC involved in this arbitration proceeding.

Q. YOU MENTIONED THAT SOCKET'S DEMANDS ARE ALSO PROBLEMATIC FROM AN OPERATIONAL STANDPOINT. CAN YOU EXPLAIN?

A. Certainly. Extending CenturyTel's obligations to its non-ILEC affiliates would also impose undue operational difficulties on CenturyTel. Because the affiliates are separate entities, they are not totally integrated with CenturyTel's ILEC operations. If the Commission were to adopt Socket's language, I understand that CenturyTel may effectively be required to somehow integrate affiliate operations in a manner allowing CenturyTel to query affiliates for available services, features, facilities, etc. It is my understanding that this is not currently technically feasible and, in any event, would present operational difficulties, not to mention potentially substantial costs (which Socket, of course, must be obligated to reimburse CenturyTel through recurring and/or non-recurring rates). In addition to being outside the scope of the FTA, imposing such an obligation would be impractical. When Socket submits a service order, CenturyTel's response must necessarily be based on the facilities and services it has available, not on the hypothetical availability of comparable facilities or services from unspecified, non-ILEC affiliates.

Q. ARE THERE ANY OTHER PROBLEMS WITH SOCKET'S LANGUAGE?

A. Yes. In addition to the legal and operational problems discussed above, Socket's proposed language itself is overly broad and ambiguous, potentially giving rise to future disputes between the parties requiring Commission intervention. Socket, for example, does not define or in any way limit the term "Affiliate" in a manner that makes the reference understandable in this context. The sheer breadth of the proposed contract language that ostensibly encompasses to the services, features, functions and capabilities of unspecified non-1LEC "Affiliates" is improper.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. Consistent with the FTA and basic contract principles, as well as acknowledging the operational difficulties that may arise, the Commission should reject Socket's demands. The interconnection agreement resulting from this compulsory arbitration proceeding is necessarily limited to the parties to this proceeding and the rates, terms and conditions pertaining to those section 251 obligations the parties negotiated. Socket cannot purport to bind non-party affiliates to the terms of this bilateral Socket-CenturyTel contract or impose non-251 obligations on CenturyTel.

Q. DOES THAT CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

Interconnection Trunk Forecast
For Westpahlia LATA (521)

ILEC Name: CenturyTel
CLEC Name: Socket Telecom LLC
CLEC ACNA: KET
CLEC OCN/AECN: 554A
Trunking POI: CLMAMOXAQMD

Prepared by: John Dupuy
Date Submitted: 4/12/2004
Email Address: jdupuy@sockettelecom.com
Telephone Number: 573-256-6200

(from) A	(to) Z	Interface	Traffic Class	Traffic Use	Direction	DSC Forecast Q2 2004	Q3 2004	Q4 2004	Q1 2005	Q2 2005	Q3 2005	Q4 2005	Q1 2006	Q2 2006	Q3 2006	Q4 2006	Q1 2007
CLMAMOXADS0	STLSMOZCDS2	DS3	DF	LOC/IAL	2 Way	312	336	384	384	408	408	432	432	456	456	456	480
CLMAMOXADS0	STLSMOZCDS2	DS3	DF	ES	1 Way	2	2	2	2	2	2	2	2	2	2	2	2
CLMAMOXBDS0	STLSMOZCDS2	DS3	DF	LOC/IAL	2 Way	336	336	360	384	384	384	384	384	408	408	408	432
CLMAMOXA01T	STLSMOZCDS2	DS3	DF	IEL	2 Way	24	24	24	24	24	24	24	48	48	48	48	48
					Total DS0	674	698	770	794	818	818	842	866	914	914	914	962
					Total DS1	28.1	29.1	32.1	33.1	34.1	34.1	35.1	36.1	38.1	38.1	38.1	40.1

LOC=LOCAL
IAL=INTRALATA
IEL=INTERLATA
ES=E911

To: Craig.Brown@CenturyTel.com
From: John Dupuy <jdupuy@sockettelecom.com>
Subject: 2Q 2004 Forecast for Socket Telecom LLC (554A)
Cc: "George L Carney" <george.carney@CenturyTel.com>
Bcc:
Attached: G:\CenturyTel\Forecasts\Trunk Forecast-Columbia 2Q 2004.xls;

Mr. Brown,

Attached is our Trunk Forecast for second quarter 2004 for LATA 521. You will be receiving a similar forecast for LATA 520 in the next few days.

Please let me know if you would like the forecast in a different format, with other information, or at a different interval. I'm open to changing things to accommodate any needs you have.

I plan on sending these forecasts a week or so before the end of each quarter. Again, let me know if that doesn't work for you. Feel free to email me back or call me at my cell # of 573-673-2923.

Thanks,

John

John Dupuy
Socket Telecom LLC

cc: George Carney

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

14. Rate Regulations

14.1 Rates and Charges

Except as otherwise described herein, the rates for Company collocation services provided pursuant to this tariff are set forth in 16. following. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

14.2 Billing and Payment

The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with 4.1 preceding. The balance of the NRCs and all related monthly recurring service charges will be billed to the CLEC when the Company provides CLEC access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

15. Description and Application of Rate Elements

15.1 Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity.

(A) Engineering/Major Augment Fee

The Engineering/Major Augment Fee applies for each initial Caged, Cageless and Virtual or Microwave collocation request and major augment requests for existing Caged, Cageless and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. Description and Application of Rate Elements (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(B) Minor Augment Fee

The Minor Augment Fee applies for each minor augment request of an existing Caged, Cageless, Virtual or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

(C) Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

(D) Cage Enclosure

The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet; and 401 to 500 square feet.

(E) Cage Enclosure Augment

The Cage Enclosure Augment rate is applied per square foot of fencing when a CLEC requests additional fencing for an existing caged arrangement.

(F) BITS Timing

The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. Description and Application of Rate Elements (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(G) Overhead Superstructure

The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.

(H) Facility Pull-Engineering

The Facility Pull-Engineering charge is applied per project to recover the engineering costs of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

(I) Facility Pull

The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

(J) Cable Termination

The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating transmission cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. Description and Application of Rate Elements (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(N) Fiber Cable Pull-Engineering

The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into the Company's central office.

(O) Fiber Cable Pull-Place Innerduct

The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

(P) Fiber Cable Pull-Labor

This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into the Company's central office.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. Description and Application of Rate Elements (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(Q) Fiber Cable Pull-Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(R) Fiber Splice-Engineering

The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

(S) Fiber Splice

The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

(T) DC Power

The DC Power Charge is applied per 40 load amps requested for each caged, cageless, and virtual collocation application. This NRC recovers the Company's engineering, material and installation costs for providing and terminating DC power runs to the collocation area.

(U) Cable Material Charges

The CLEC has the option of providing its own cable or the Company may, at the CLEC's request, provide the necessary transmission and power cables. If the Company provides these cables, the applicable Cable Material Charge will be charged.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. Description and Application of Rate Elements (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(V) Adjacent Engineering Fee

The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

(W) Adjacent Fiber Cable Pull–Engineering

The Adjacent Fiber Cable Pull–Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.

(X) Adjacent Fiber Cable Pull–Place Innerduct

This NRC covers the cost for placing innerduct, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

(Y) Adjacent Fiber Cable Pull–Labor

This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull–Engineering above.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(Z) Adjacent–Cable Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(AA) Adjacent Metallic Cable Pull–Engineering

This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into the Company wire center. For Adjacent collocation, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

(AB) Adjacent Metallic Cable Pull–Labor

This charge covers the labor costs of pulling metallic cable for Adjacent collocation into the Company wire center.

(AC) Adjacent Cable Splice–Engineering

This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

(AD) Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AE) Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(AF) Adjacent Fiber Cable Splice

This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

(AG) Adjacent Facility Pull-Engineering

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AH) Adjacent Facility Pull-Labor

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AI) Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized)

These charges cover the labor to terminate these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AJ) Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized)

These charges cover the labor of terminating these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

(AK) Adjacent DS3 Coaxial Cable Termination (Preconnectorized) /Adjacent

These charges cover the labor of terminating this type of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(AL) Adjacent Fiber Cable Termination

This charge covers the labor of terminating fiber cable, per fiber strand, for adjacent collocation to a fiber distribution panel.

(AM) Collocation Space Report

When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular premises. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.

(AN) Miscellaneous Services–Labor

Additional labor, if required by the Company to complete a collocation request or pertorm inventory services for CLECs will be rated as set forth in 16. following.

(AO) Engineering/Major Augment Fee (Microwave Only)

The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(AP) Facility Pull (Microwave Only)

The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

(AQ) Building Penetration for Microwave Cable

The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

(AR) Special Work for Microwave

The costs incurred by the Company for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

(AS) Virtual Equipment Installation

The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

(AT) Dedicated Transit Service (DTS) Service Order Charge

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.1 Non-Recurring Charges (Cont'd)

(AT) Virtual Software Upgrade

The Virtual Software Upgrade charge is applied per base unit when the Company, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

(AU) Virtual Card Installation

The Virtual Card Installation charge is applied per card when the Company, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

(AV) Cage Ground Bar

If a CLEC elects to subcontract collocation cage construction to a Company approved contractor, the Company will provision a ground bar in the CLEC's cage. The charge is applied per ground bar and recovers the material and labor costs to install the grounding bar, including necessary grounding wire.

(AW) Dedicated Transit Service (DTS) – Service Connection CO Wiring

Applied per DTS jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

(AX) Dedicated Transit Service (DTS) – Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1,DS3 and dark fiber circuits for DTS.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.2 Monthly Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

(A) Caged Floor Space

Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

(B) Relay Rack Floor Space

The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

(C) Cabinet Floor Space

The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standardized floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.

(D) Cable Subduct Space–Manhole

This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

(E) Cable Subduct Space

The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

(F) Fiber Cable Vault Splice

The Fiber Cable Vault Splice charge applies per subduct or per splice and covers the space and material cost associated with the CLEC's fiber cable splice within the Company's cable vault.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.2 Monthly Charges (Cont'd)

(G) Cable Rack Space-Metallic

The Cable Space–Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within the Company's cable rack system.

(H) Cable Rack Space-Fiber

The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within the Company's cable rack system.

(I) DC Power

The DC Power monthly charge is applied on a per 40 load amp basis. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

(J) Facility Termination

This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel 24

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.2 Monthly Charges

(M) BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

(N) Building Modification

The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in the Company's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

(O) Environmental Conditioning

The Environmental Conditioning charge is applied to each caged, cageless and virtual arrangement on a per 40 amp increment based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in the Company's premises.

(P) Adjacent Cable Subduct Space–Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

(Q) Adjacent Cable Subduct Space

The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.2 Monthly Charges

(R) Adjacent Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

(S) Adjacent Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

(T) Adjacent Facility Termination DS0 Cable

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

(U) Adjacent Facility Termination DS1 Cable

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

(V) Adjacent Facility Termination DS3 Cable

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

(W) Adjacent Cable Vault Space

The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

(X) Adjacent Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

LOCAL NETWORK ACCESS SERVICES

COLLOCATION SERVICE

15. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Cont'd)

15.2 Monthly Charges (Cont'd)

(Y) Microwave Rooftop Space

Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

(Z) Virtual Equipment Maintenance

The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.

CLEC Interconnection Trunk Forecast

CenturyLink™

Date Sent: 6/1/2011 **LATA:** 521 - Westphalia (Columbia)

CLEC Name: Socket Telecom LLC **CLEC Switch Address:** 900 Walnut St Louis MO 63102 **In-service Date:** n/a

CLEC ACTL/POI CLLI: CLMAMOXAQMD **CLEC Switch Point Code:** 005-042-148 **CLEC Switch CLLI:** STLSMOZCDS2

Prepared by: Anthony Lana **Telephone No:** 573-777-1991 ext 553 **E-mail Address:** tlana@sockettelecom.com

Trunk Set Code (TSC)	911 Circuit Location Identifier (CLI)		Trunk Group Ordered By:		* Traffic Use	** Trunk Class	Rate Code	LEC Code	Use DS0 Quantities						Remarks
	"A" Loc (CAMA Trunks)	"Z" Loc (Termination)		Signaling					Existing Trunks	New Trunks	Total Trunks	Cumulative Forecast Y/E 2012	Y/E 2013	Y/E 2014	
CT149097	CLMAMOXADS0	CLMAMOXAQMD	Socket Telecom	SS7	EU	IH	16	SDRB	528	0	528	528	528	552	Local
CT156224	CLMAMOXBDS0	CLMAMOXAQMD	Socket Telecom	SS7	EU	IH	16	SDRB	336	0	336	336	336	360	Local
CT150235	CLMAMOXADS0	CLMAMOXAQMD	Socket Telecom	SS7	EU	IH	16	SDRB	24	0	24	24	24	24	Local
CT149098	CLMAMOXA01T	CLMAMOXAQMD	Socket Telecom	SS7	DT	IH	16	SDUP	168	48	216	168	216	216	IEL
n/a	CLMAMOXAQMD	CLMAMOXA1ED	Socket Telecom	MF	ES	DF	12	SDUV	2	6	8	2	8	16	E911
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								Total DS0s:	1,058	54	1,112	1,058	1,112	1,168	
								Total DS1s:	45	3	47	45	47	49	
								Total DS3s:	2	1	2	2	2	2	

* Traffic Use/Rate Code Legend			
Typical CLEC Trunk Group Types	Switch Type	Traffic Use Code	CenturyLink Rate Code
Two-Way Bi-Directional Local Terminating/Reciprocal Trunk Group	Access Tandem	**DD**	16
Two-Way Bi-Directional Local Terminating/Reciprocal Trunk Group	End Office	**EU**	16
Inter-exchange Carrier Group [CLEC IXC Trunk Group - Not FGD IXC Trunk Group]	Access Tandem	**DT**	15
Terminating Local Group (CLEC to CenturyLink)	Access Tandem	**TO**	14
Terminating Local Group (CLEC to CenturyLink)	End Office	**TE**	14
Originating Reciprocal Group (CenturyLink to CLEC)	Access Tandem	**TG**	12
Originating Reciprocal Group (CenturyLink to CLEC)	End Office	**TE**	12
Operator Assistance	Access Tandem	**OA**	12
Directory Assistance	Access Tandem	**DA**	12
Busy Verification	Access Tandem	**VR**	12
E911	Access Tandem / Router	**ES**	12

Trunk Class Type	Trunk Class Description
Intermediate High	A group that receives overflow traffic, may receive first route traffic or switched overflow traffic, and is designed to overflow to an alternate route.
Primary High	A group that is designed to overflow to another trunk group or alternate route.
Alternate Final	A group that handles overflow traffic and does not overflow to an alternate route.
Direct Final	A group that is the only route for particular traffic items.

October 27, 2006

Matt,

Pursuant to Socket's collocation application for Columbia Main, Missouri central office and our discussion on September 29 and discussions thereafter about a 24 strand fiber quote, here is a price quote based upon CTL of MO's Tariff.

Please review this quote and advise, within 5 business days, if this quote is acceptable and submit 50% of the non-recurring charges to Christie Brodtman, CenturyTel, Inc., 100 CenturyTel Drive, Monroe, LA 71203.

Project Details:

CenturyTel will provide:

- 100 square feet of caged space.
- two 50 amp fuse blocks. Socket will be permitted to pull power from both feeds. Socket will use a maximum sustained total load of 40 amps consistent with Local Network Access Services Tariff, PSC Mo. No. 8. , Original Sheet 12, Section 4.6(C) The charge will be for 40 amps DC.
- Power wire needs to be sized for eventually handling 200A

Socket will provide:

- 6 racks.
- the needed fiber to the last manhole and leaving enough fiber to get to Socket's cage from the last manhole.

Non-recurring charges:

1. Access Card = $22.00 per card (sec 16.3)
2. 100 foot cage enclosure = $5,248.00 (sec. 16.4)
3. Overhead superstructure = $2,906.00 (sec. 16.7)
4. Facility pull engineering = $96.00 (sec. 16.8)
5. 40 amps of DC power =$4,023.00 (sec. 16.17 and 15.1T)
6. Cable Material Charge (sec. 16.18)

a. Wire 4/0 power cable material charge = $185.00
    - Power wire needs to be sized for eventually handling 200A

b. 8 runs of 100 pair cable DSOs = $2,672.00
c. (20) 28 pair copper cable DS1s = $6,200.00
d. 6 DS3s = $504.00

7. Facility pull (sec. 16.9)

    a. 34 metallic runs @ $312.00 each = $10,608.00

8. Cable terminations (sec. 16.10)

    a. 8 100 pair of DSO Cable = $56.00
    b. 20 28 pair copper cable DS1s = $40.00
    c. 6 DS3s = $12.00

9. Fiber cable pull engineering = $607.00 (Sec. 16.11)

10. Fiber cable pull – (Sec. 16.12) = $800.00 (400 linear feet)

11. Fiber cable pull – labor = $400.00 (400 linear feet)

12. Fiber cable pull – cable fire retardant = $62.00 (Sec. 16.14)

13. BITS Timing = $307.00 (Sec. 16.6)

Total NRC's = $34,748.00

Note – Max, I agree

Monthly recurring charges:

14. 40 amps of DC power = $767.00 per month (sec. 16.17)

15. 100 feet of caged floor space = $500 per month (sec. 16.19)

16. Cable Subduct Space, per linear foot = $16.00 per month (sec. 16.23) (400 linear feet

17. Environmental conditioning for 40 amps of power = $97.00 per month (sec. 16.32)

18. Facility termination (sec. 16.30)

    a. 8 100 pair of DSO cable = $40.00 per month

b. (20) 28 pair copper cable DS1s = $360.00 per month
c. 6 DS3s = $84.00 per month

19. Cable Rack Space – Metallic (sec. 16.28 and 16.29)

a. 34 cable runs = $102.00 per month

20. Building modification per project = $224.00 per month (sec. 15.2 N and 16.31)

21. BITS Timing = $12.00 per month (Sec. 16.6)

Total Monthly Recurring Charges = $2,202.00 per month

Note: Max, I agree

DRAFT OF DTS QUOTE to guide discussions – not final

Pursuant to 9/29 e-mail from Matt about DTS, charges appear to be:

See Sec. 4.7 (1) & (J)

-Socket has provided LOA for DTS to MNA's shared cage.

1. sec. 16.61 – DTS
   a. Service Order = $38.02 NRC
   b. Provisioning = $108.56 (per order) NRC
2. sec. 16.18 – Cable Material Charge
   a. Fiber Optic Patchcord – 24 fiber (connectorized) = $888.00 NRC

Total NRC = $1034.58

---

24 strand fiber from Socket's space to CTL's Fiber Termination Panel

---

<u>NRCs</u>

Facility Pull, per cable run = $312.00 (Sec. 16.9)

Cable Termination, per fiber optic patchcord termination = $1.21 (Sec. 16.10)

Cable Material Charge Fiber Optic Patchcord -24 Fiber = $888.00 (Sec. 16.18)

TOTAL NRCs = $1,201.21

MRCs

Cable Rack Space – Fiber = .$57 per month (Sec. 16.29) agree

Facility Termination – Fiber Optic Patchcord, per month = $1.39 per month (Sec. 16.30)

TOTAL MRCs = $1.96

Thanks,
Max

CenturyTel
Local Interconnection
Architecture for
Lata 522

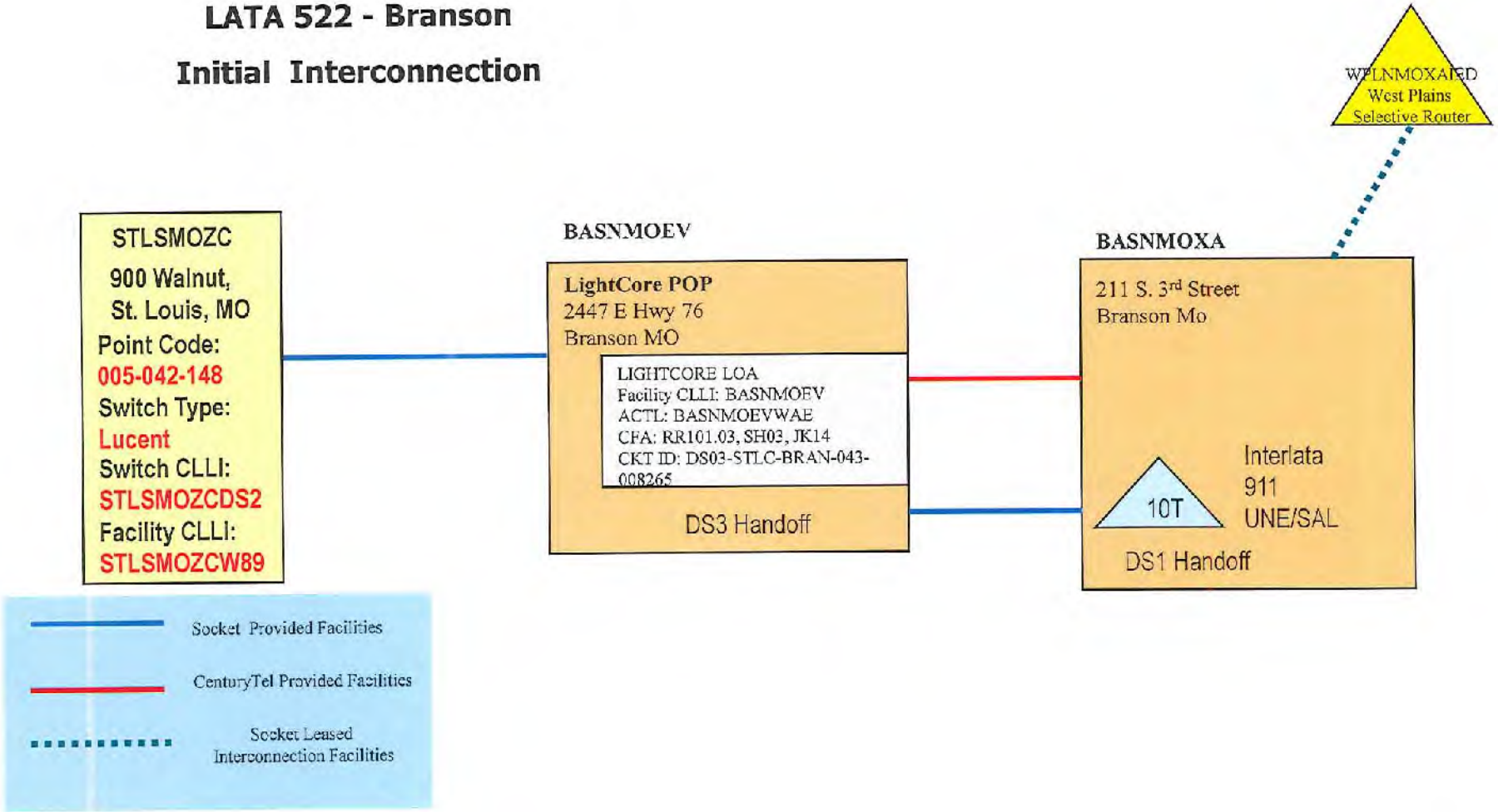
Interconnection Architecture Diagram

Location:	Branson Missouri
Method:	Interconnect via LOA with LightCore
Hand off level:	DS3 / DS1
Trunking:	2 way
Switch location:	Out of LATA
Agreement	Socket

SOCKET

LATA 522 - Branson

Initial Interconnection



05/28/20
12:18 PM

LIGHTCORE
A CenturyTel Company

14567 N Outer Forty Rd., Suite 500
Chesterfield, MO 63017
(v) 314-880-1000
(f) 314-880-1899

LETTER of AGENCY

TO: CenturyTel
The undersigned appoints **Socket** as our agent with authority to order changes and / or performs any maintenance on specific telecommunications services provided to the undersigned including without limitation in adding to or rearranging such telecommunications services. **Socket** will terminate (**1) DS3 at Lightcore Branson IXC POP, 2449 HWY 76E, Branson, MO**

ACTL: **BASNMOEV**
Tie-down: **101/OC48/BASNMOXAH68/BASNMOEVH31, STS46**
LightCore CKT ID: **LC/HF--/041944//DTI**

You are hereby released from any and all liabilities for making pertinent information available to the agent and for following the agent's instructions concerning any changes to or maintenance of the telecommunications services referenced above.

You may deal directly with the agent on all matters pertaining to said telecommunications service and should follow its instructions with reference thereto. This authorization will remain in effect until otherwise notified.

This authorization is in effect until otherwise notified. However, if within 10 days of Cancellation (as defined below) the undersigned has not cancelled the entrance facility / facilities by written notice to local access provider, LightCore reserves the right, but not the legal nor financial obligation to void this Letter of Agency and act for the customer in removing the customer's circuit / circuits.

Cancellation shall mean LightCore's receipt of a customer notice to disconnect the Leased telecommunications services provided by LightCore within the terms of the Service Contract.

The authorization given above is only valid for connecting service from the LightCore, Inc. Point of Presence.

Please provide DLR from carrier referenced above within 7 working days of desired due date. LightCore can not guarantee timely delivery if DLR is received less than 7 working days before desired due date.

DATED: **08/07/2007**

NAME: **Wade Scott**

TITLE: **Access Service Specialist**

CLEC Interconnection Trunk Forecast

CenturyLink™

Date Sent: 6/1/2011

LATA: 521 - Westphalia (Columbia)

CLEC Name: Socket Telecom LLC

CLEC Switch Address: 900 Walnut St Louis MO 63102

In-service Date: n/a

CLEC ACTL/POI CLLI: CLMAMOXAQMD

CLEC Switch Point Code: 005-042-148

CLEC Switch CLLI: STLSMOZCDS2

Prepared by: Anthony Lana

Telephone No: 573-777-1991 ext 553

E-mail Address: tlana@sockettelecom.com

Two Six Code (TSC)	CLLI Code (Location Identifier) (From) "A" Loc (Origination)	(To) "Z" Loc (Termination)	Trunk Group Ordered By	Signaling	* Traffic Use	** Traffic Class	Rate Code	NC Code	Use DS0 Quantities: Existing Trunks	New Trunks	Total Trunks	Cumulative Forecast Y/E 2010	Y/E 2011	Y/E 2012	Remarks
CT149097	CLMAMOXADS0	CLMAMOXAQMD	Socket Telecom	SS7	EU	IH	16	SDRB	528	0	528	528	528	552	Local
CT156224	CLMAMOXBDS0	CLMAMOXAQMD	Socket Telecom	SS7	EU	IH	16	SDRB	336	0	336	336	336	360	Local
CT150235	CLMAMOXADS0	CLMAMOXAQMD	Socket Telecom	SS7	EU	IH	16	SDRB	24	0	24	24	24	24	Local
CT149098	CLMAMOXA01T	CLMAMOXAQMD	Socket Telecom	SS7	DT	IH	16	SDUP	168	48	216	168	216	216	IEL
n/a	CLMAMOXAQMD	CLMAMOXA1ED	Socket Telecom	MF	ES	DF	12	SDUV	2	6	8	2	8	16	E911
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								Total DS0s: 1,058	54	1,112	1,058	1,112	1,168	
									Total DS1s: 45	3	47	45	47	49	
									Total DS3s: 2	1	2	2	2	2	

*** Traffic Use/Rate Code Legend**

Typical CLEC Trunk Group Types	Switch Type	Traffic Use Code	CenturyLink Rate Code
Two-Way Bi-Directional Local Terminating/Reciprocal Trunk Group	Access Tandem	DD	16
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Inter-exchange Carrier Group [CLEC IXC Trunk Group - Not FGD IXC Trunk Group]	Access Tandem	DT	15
Terminating Local Group (CLEC to CenturyLink)	Access Tandem	TO	14
Terminating Local Group (CLEC to CenturyLink)	End Office	TE	14
Originating Reciprocal Group (CenturyLink to CLEC)	Access Tandem	TG	12
Originating Reciprocal Group (CenturyLink to CLEC)	End Office	TE	12
Operator Assistance	Access Tandem	OA	12
Directory Assistance	Access Tandem	DA	12
Busy Verification	Access Tandem	VR	12
E911	Access Tandem / Router	ES	12

Traffic Class Type	Traffic Class Description
Intermediate High	A group that receives overflow traffic, may receive first route traffic or switched overflow traffic, and is designed to overflow to an alternate route.
Primary High	A group that is designed to overflow to another trunk group or alternate route.
Alternate Final	A group that handles overflow traffic and does not overflow to an alternate route.
Direct Final	A group that is the only route for particular traffic items.

Socket®
VOICE • DATA • INTERNET

2703 Clark Lane • Columbia, MO 65202
voice: (573) 8[illegible] 0000 • fax: (573) 441-1050
www.socket.net • 1-800-SOCKET-3

October 29, 2019

CenturyLink
Attention: Carrier Relations
100 CenturyLink Drive
Monroe, LA 71203

Dear Carrier Relations:

Pursuant to Section 3, Paragraph 18.0, of the Interconnection Agreement between CenturyLink and Socket Telecom, LLC ("Socket") submits this Dispute.

Since January 2019, Socket has submitted five ("5") requests for interoffice dark fiber transport. The dates and summaries of the correspondence related to those requests are shown below.

Dark Fiber Inquires – Warrensburg to Clinton, Warrensburg to Odessa, Wentzville to Troy

Submitted 1/17/2019, 10:41am.
Response from Susan Smith 1/19/2019, 3:28pm – "I can ask you to pay an inquiry fee and formally send this forward if you want. I can tell you informally there is no dark fiber available. We cannot even accommodate current demands. "
Follow-up 1/28/2019, 10:10am – Request to move forward with Warrensburg to Odessa.
Follow-up 3/25/2019, 2:23pm – Follow-up on Warrensburg to Odessa. Request to move forward with Wentzville to Troy.
Response from Susan Smith 3/25/2019, 11:35pm – "There is no ILEC dark fiber available at either of these locations. I had checked informally without you having to pay a fee. "

Dark Fiber Inquiry – Columbia to Rocheport

Submitted 9/10/2019, 3:52pm.
No Response.

Dark Fiber Inquiry – Warrenton to O'Fallon

Submitted 9/18/2019, 3:S4pm.
No Response.
Follow-up 10/10/2019, 9:43.
Response from Susan Smith 10/10/2019, 3.S4pm, - "We do not have dark fiber available."
Request to see the analysis behind the determination that dark fiber was not available 10/10/2019, 4:31pm.
No Response.

Dark Fiber Inquiry – Columbia to Rocheport

Submitted 9/10/2019, 3:S2pm.
No Response.

As you can see, on four of those requests, Socket submitted the request, had to follow-up, and was told by our account representative, Susan Smith, that she checked informally and there was no dark fiber available. On the request for dark fiber between Columbia and Rocheport that was submitted on September 18, 2019, we have yet to receive a response.

The concern is that these requests are being summarily dismissed or ignored. The Interconnection Agreement has very specific criteria for determining whether dark fiber is available; specifically Article 7, Section S.4.2. Socket is disputing the denial and lack of response of its requests, and is specifically requesting that the formal analysis be performed and that the results of that analysis be shared with Socket.

Sincerely,

R. Matthew Kohly

Copy to:

Susan Smith
Michael Snell (via email)
Jeff Milligan (via email)

Matt Kohly

From: Smith, Susan <susan.smith@centurylink.com>
Sent: Tuesday, October 29, 2019 4:33 PM
To: 'Tony Lana'; Snell, Michael; Milligan, Jeff L
Cc: 'Matt Kohly'; regulatory@sockettelecom.com
Subject: RE: Notice of Dispute 10-29-19

Flag Status: Flagged

Tony,

Socket never completed the dark fiber request and submitted the inquiry fees; therefore, I did an informal check only. If Socket would like to proceed with a formal inquiry you need to complete the following document found on the wholesale website and you will be charged a $ 580.11 inquiry fee. When a correct application ***and fee*** have been received, the formal process starts.

http://www.centurylink.com/wholesale/clec_forms.html

Susan W Smith
Wholesale Regulatory Support
CenturyLink Wholesale
Voice: 903-792-3499 I EMAIL:Susan.Smith@CenturyLink.com
CenturyLink Wholesale Website: www.CenturyLink.com/Wholesale

From: Tony Lana <tlana@sockettelecom.com>
Sent: Tuesday, October 29, 2019 2:18 PM
To: Smith, Susan <susan.smith@centurylink.com>; Snell, Michael <Michael.Snell@centurylink.com>; Milligan, Jeff L <Jeff.Milligan@centurylink.com>
Cc: 'Matt Kohly' <rmkohly@sockettelecom.com>; regulatory@sockettelecom.com
Subject: Notice of Dispute 10-29-19

Please find attached a Notice of Dispute from Socket Telecom regarding dark fiber inquiries. The text of the letter is copied below for reference. A hard copy of this Notice of Dispute is being mailed to 100 CenturyLink Drive, Monroe LA 71203.

Thank you,

Anthony (Tony) Lana
Carrier Relations
Socket Telecom LLC
2703 Clark Lane
Columbia, MO 65202

Phone: (573) 777-1991 ext. 553
Fax: (573) 256-6201
tlana@sockettelecom.com

October 29, 2019

CenturyLink

Attention: Carrier Relations
100 CenturyLink Drive
Monroe, LA 71203

Dear Carrier Relations:

Pursuant to Section 3, Paragraph 18.0, of the Interconnection Agreement between CenturyLink and Socket Telecom, LLC ("Socket") submits this Dispute.

Since January 2019, Socket has submitted five ("5") requests for interoffice dark fiber transport. The dates and summaries of the correspondence related to those requests are shown below.

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Dark Fiber Inquiry – Columbia to Rocheport

Submitted 9/10/2019, 3:52pm.

No Response.

Dark Fiber Inquiry – Warrenton to O'Fallon
Submitted 9/18/2019, 3:S4pm.
No Response.
Follow-up 10/10/2019, 9:43.
Response from Susan Smith 10/10/2019, 3.S4pm, - "We do not have dark fiber available."
Request to see the analysis behind the determination that dark fiber was not available 10/10/2019, 4:31pm.
No Response.
Dark Fiber Inquiry – Columbia to Rocheport
Submitted 9/10/2019, 3:S2pm.
No Response.

As you can see, on four of those requests, Socket submitted the request, had to follow-up, and was told by our account representative, Susan Smith, that she checked informally and there was no dark fiber available. On the request for dark fiber between Columbia and Rocheport that was submitted on September 18, 2019, we have yet to receive a response.

The concern is that these requests are being summarily dismissed or ignored. The Interconnection Agreement has very specific criteria for determining whether dark fiber is available; specifically Article 7, Section S.4.2. Socket is disputing the denial and lack of response of its requests, and is specifically requesting that the formal analysis be performed and that the results of that analysis be shared with Socket.

Sincerely,

R. Matthew Kohly

Copy to:

Susan Smith
Michael Snell (via email)
Jeff Milligan (via email)

Socket®
VOICE • DATA • INTERNET

2703 Clark Lane • Columbia, MO 65202
voice: (573) 817-0000 • fax: (573) 441-1050
www.socket.net • 1-800-SOCKET-3

December 13, 2019

CenturyLink
Attention: Carrier Relations
100 CenturyLink Drive
Monroe, LA 71203

Dear Carrier Relations:

Pursuant to Section 3, Paragraph 18.0, of the Interconnection Agreement between CenturyLink and Socket Telecom, LLC ("Socket") submits this Dispute.

Since January 2019, Socket has submitted ten (10) requests for interoffice dark fiber transport. On 10/29/2019, Socket submitted a Notice of Dispute for five (5) of these inquiries that either had no response or were summarily denied. Since that time, Socket has submitted five (5) more Dark Fiber Inquires which again have either not had a response or were denied before any actual inquiry was made. The dates and summaries of the correspondence related to those requests are shown below.

Columbia-Ashland (CLMAMO-ASLDMO). Dark Fiber Inquiry (both Excel & pdf format) submitted to Socket's Account Representative, Susan Smith, along with request for Remittance Form, 12/5/19. Susan Smith responded that she could not open the files, 12/5/19. Matt Kohly sent them again, 12/5/19. No response. Tony Lana requested the Remittance Form again, 12/10/19. No response to date.

Rolla-Waynesville (ROLLMO-WYVLMO). Dark Fiber Inquiry (both Excel & pdf format) submitted to Susan Smith along with request for Remittance Form, 11/11/19. Susan Smith responded that Socket does not have collocations at either exchange so Dark Fiber Inquiries are not applicable, 11/11/19. Tony Lana sent follow-up questions as to why that would be so, 11/11 and 11/13/19. Tony Lana sent a long follow-up email covering multiple topics, including this one, 11/20/19. Susan Smith responded with ICA language, 11/20/19. Matt Kohly replied with clarifications and additional ICA language along with request for the Remittance Form, 11/27/19. Susan stated she had never received the Dark Fiber Inquires, 11/27/19. Matt Kohly responded with the original emails sent on 11/11/2019 attached along with request for the Remittance Form, 12/3/19. Tony Lana requested the Remittance Form again, 12/10/19. No response to date.

Rolla-St Robert (ROLLMO-STRBMO). Dark Fiber Inquiry (both Excel & pdf format) submitted to Susan Smith along with request for Remittance Form, 11/11/19. Susan Smith responded that Socket does not have collocations at either exchange so Dark Fiber Inquiries are not applicable, 11/11/19. Tony Lana sent follow-up questions as to why that would be so, 11/11 and 11/13/19. Tony Lana sent a

long follow-up email covering multiple topics, including this one, 11/20/19. Susan Smith responded with ICA language, 11/20/19. Matt Kohly replied with clarifications and additional ICA language along with request for the Remittance Form, 11/27/19. Susan stated she had never received the Dark Fiber Inquires, 11/27/19. Matt Kohly responded with the original emails sent on 11/11/2019 attached along with request for the Remittance Form, 12/3/19. Tony Lana requested the Remittance Form again, 12/10/19. No response to date.

Troy-O'Fallon (TROYMO-OFLNMO). Dark Fiber Inquiry (both Excel & pdf format) submitted to Susan Smith along with request for Remittance Form, 11/15/19. No response. Tony Lana sent a long follow-up email covering multiple topics, including this one, 11/20/19. Susan Smith responded with the Remittance Form, 11/20/19. Check and Forms mailed via USPS, 11/21/19. No response acknowledging receipt or responding to inquiry received to date.

Columbia-Harrisburg (CLMAMO-HRBGMO). Dark Fiber Inquiry (Excel format) submitted to Susan Smith along with request for Remittance Form, 11/13/19. Susan Smith responded that Harrisburg is not a wire center and not eligible for dark fiber, 11/13/19. Tony sent follow-up questions as to why that would be so considering dark fiber is available to similarly situated wire centers in the Columbia MO exchange, 11/15/19. Susan responded that Columbia was an error, 11/20/19. Tony Lana sent a long follow-up email covering multiple topics, including this one, 11/20/19. Susan Smith responded with similar answer, 11/20/19. Matt Kohly sent an email outlining Socket's position on how Harrisburg is a wire center and should be allowed dark fiber, if available under the FCC's availability calculations, 12/5/19. No response to date.

The concern is that these requests are being summarily dismissed or ignored. The Interconnection Agreement has very specific criteria for determining whether dark fiber is available; specifically Article 7, Section 5.4.2. Socket is disputing the denial and lack of response of its requests, and is specifically requesting that the formal analysis be performed and that the results of that analysis be shared with Socket.

Article III. Section 18.2 requires the Parties to have an initial discussion with 10 days of this written request initiating the dispute. As noted above, Socket submitted a similar dispute on 10/29/2019. Socket has received no response to that. If these disputes are not resolved within 30 days, Socket intends to submit both disputes to the Missouri Public Service Commission unless it is mutually agreed to extend that deadline.

Sincerely,

R. Matthew Kohly

R. Matthew Kohly

Copy to:

Susan Smith
Michael Snell (via email)
Jeff Milligan (via email)
Kim Povirk (via email)

Matt Kohly

From: Smith, Susan <susan.smith@centurylink.com>
Sent: Monday, January 13, 2020 4:01 PM
To: Matt Kohly; Boudhaouia, Abdennaceur Jamal
Subject: Re: Dark Fiber Dedicated Transport Inquiry for Troy to O'Fallon

Flag Status: Flagged

Yes it is CenturyTel if Missouri.

While fiber was reviewed using terms of the ICA I have been advised that there is no obligation to provide Socket this confidential network information nor is this information provided anywhere.

On Jan 13, 2020, at 3:27 PM, Matt Kohly <rmkohly@sockettelecom.com> wrote:

> I assume you meant CenturyTel of Missouri.
>
> Can I get the counts and calculations?
>
> Thanks,
>
> Matt Kohly
> Socket Telecom, LLC
> Office – 573.777.1991, ext. 551
> Mobile – 573.289.8633
>
> ---
>
> **From:** Smith, Susan [mailto:susan.smith@centurylink.com]
> **Sent:** Monday, January 13, 2020 2:58 PM
> **To:** 'Tony Lana'; Matt Kohly (rmkohly@sockettelecom.com)
> **Subject:** Dark Fiber Dedicated Transport Inquiry for Troy to O'Fallon
>
> Matt and Tony,
>
> Socket's ILEC UNE dark fiber dedicated transport inquiry for Troy to O'Fallon has been thoroughly reviewed. The route would be from Troy – Moscow Mills – Wentzville – O'Fallon. Upon review it was found that CenturyTel of Michigan has zero spare fiber on this route. The fiber was reviewed by Sam Faustino CenturyLink's Lead Implementation Engineer. As required, the requested route was reviewed per the terms of your ICA and no spare fiber is available.
>
> **Susan W Smith**
> *Wholesale Regulatory Support*
>
> <image001.jpg>
>
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> CenturyLink Wholesale Website: www.CenturyLink.com/Wholesale

The FCC released the Business Data Services (BDS) Report and Order on April 28, 2017, the BDS Order was effective on August 1, 2017. On May 15, 2017, the Wireline Competition Bureau (WCB) issued a Public Notice announcing the public release of lists of counties where lower speed DS1 and DS3 end user channel terminations and certain other lower speed TDM-based business data services provided by price cap incumbent local exchange carriers were deemed competitive, non-competitive, or grandfathered pursuant to the BDS Order.

Following are the CenturyLink Serving Wire Center (SWC) assignments for competitive and non-competitive based on the county designations as provided by the WCB. A SWC with Phase II Pricing Flexibility for the End User Channel Termination will be listed as competitive. Grandfathered areas will also be listed here as competitive.

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MI	ALNSMIXJ	Competitive	Alanson
CLOC #1	MI	AUGRMIXJ	Non Competitive	Au Gres
CLOC #1	MI	BNFLMIXI	Competitive	Boyne Falls
CLOC #1	MI	BRCLMIXI	Competitive	Borculo
CLOC #1	MI	BRLKMIXI	Competitive	Bear Lake
CLOC #1	MI	BRNTMIXI	Competitive	Brant
CLOC #1	MI	BRTSMIXI	Competitive	Brutus
CLOC #1	MI	CAROMIXI	Competitive	Caro
CLOC #1	MI	CEDRMIXI	Competitive	Cedar
CLOC #1	MI	CHLKMIXI	Competitive	Chippewa Lake
CLOC #1	MI	CHSNMIXI	Competitive	Chesaning
CLOC #1	MI	CRYSMIXI	Competitive	Crystal
CLOC #1	MI	EMIRMIXJ	Competitive	Elmira
CLOC #1	MI	EMPRMIXI	Competitive	Empire
CLOC #1	MI	GDRCMIXJ	Competitive	Goodrich
CLOC #1	MI	GLARMIXI	Competitive	Glen Arbor
CLOC #1	MI	GLNEMIXI	Non Competitive	Glennie
CLOC #1	MI	HALEMIXA	Competitive	Hale
CLOC #1	MI	HDLYMIXI	Non Competitive	Hadley
CLOC #1	MI	HNORMIXI	Competitive	Honor
CLOC #1	MI	HOPEMIXI	Competitive	Hope
CLOC #1	MI	KNDEMIXI	Non Competitive	Kinde
CLOC #1	MI	LKANMIXI	Competitive	Lake Ann
CLOC #1	MI	LKCYMIXI	Non Competitive	Lake City
CLOC #1	MI	LTFDMIXJ	Competitive	Litchfield
CLOC #1	MI	LVRGMIXI	Competitive	Levering
CLOC #1	MI	MCSTMIXI	Competitive	Mecosta
CLOC #1	MI	MRLTMIXI	Non Competitive	Marlette
CLOC #1	MI	MRRTMIXI	Non Competitive	Merritt
CLOC #1	MI	MSHVMIXI	Competitive	Mosherville
CLOC #1	MI	MSTWMIXI	Non Competitive	Moorestown
CLOC #1	MI	MTRSMIXI	Competitive	Montrose
CLOC #1	MI	NLTHMIXJ	Competitive	New Lothrop
CLOC #1	MI	NWPTMIXI	Competitive	Newport
CLOC #1	MI	OMERMIXJ	Non Competitive	Omer
CLOC #1	MI	ORLNMIXI	Competitive	Orleans
CLOC #1	MI	PINCMIXJ	Competitive	Pinconning
CLOC #1	MI	PTASMIXI	Non Competitive	Port Austin
CLOC #1	MI	PTHPMIXI	Non Competitive	Port Hope

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MI	SLKHMIXI	Competitive	Sand Lake Heights
CLOC #1	MI	SNFDMIXI	Competitive	Sunfield
CLOC #1	MI	STBYMIXI	Competitive	Suttons Bay
CLOC #1	MI	SXLSMIXI	Competitive	Sixty Lakes
CLOC #1	MI	VCVLMIXI	Competitive	Vickeryville
CLOC #1	MI	WHMRMIXI	Competitive	Whittemore
CLOC #1	MO	AMZNMOXA	Competitive	Amazonia
CLOC #1	MO	ANNPMOXA	Competitive	Annapolis
CLOC #1	MO	ARCLMOXA	Competitive	Arcola
CLOC #1	MO	AURRMOXA	Non Competitive	Aurora
CLOC #1	MO	AVCYMOXA	Competitive	Avenue City
CLOC #1	MO	AVLLMOXA	Competitive	Avilla
CLOC #1	MO	BCTRMOXA	Non Competitive	Birch Tree
CLOC #1	MO	BLCKMOXA	Competitive	Bolckow
CLOC #1	MO	BLGRMOXA	Non Competitive	Belgrade
CLOC #1	MO	BLVWMOXA	Competitive	Belleview
CLOC #1	MO	BNGHMOXA	Non Competitive	Bronaugh
CLOC #1	MO	BNKRMOXA	Non Competitive	Bunker
CLOC #1	MO	BOSSMOXA	Non Competitive	Boss
CLOC #1	MO	BRWKMOXA	Non Competitive	Brunswick
CLOC #1	MO	BRYMMOXA	Competitive	Braymer
CLOC #1	MO	CLDNMOXA	Non Competitive	Caledonia
CLOC #1	MO	CLNCMOXA	Competitive	Clarence
CLOC #1	MO	CLNSMOXA	Non Competitive	Collins
CLOC #1	MO	CMRNMOXA	Competitive	Cameron
CLOC #1	MO	CNCRMOXA	Non Competitive	Concordia
CLOC #1	MO	CNTNMOXA	Competitive	Canton
CLOC #1	MO	CNVLMOXA	Non Competitive	Centerville
CLOC #1	MO	CSBYMOXA	Competitive	Cosby
CLOC #1	MO	CSDLMOXA	Competitive	Clarksdale
CLOC #1	MO	DDVLMOXA	Competitive	Dadeville
CLOC #1	MO	DLTNMOXA	Non Competitive	Dalton
CLOC #1	MO	EDSPMOXA	Non Competitive	El Dorado Springs
CLOC #1	MO	EGSPMOXA	Non Competitive	Edgar Springs
CLOC #1	MO	ELSNMOXA	Non Competitive	Ellsinore
CLOC #1	MO	EMERMOXA	Competitive	Elmer
CLOC #1	MO	EMNNMOXA	Non Competitive	Eminence
CLOC #1	MO	ESTNMOXA	Competitive	Easton
CLOC #1	MO	EVTNMOXA	Competitive	Everton
CLOC #1	MO	EWNGMOXA	Competitive	Ewing
CLOC #1	MO	FLMRMOXA	Competitive	Fillmore
CLOC #1	MO	FRMTMOXA	Non Competitive	Fremont
CLOC #1	MO	GDCYMOXA	Non Competitive	Golden City
CLOC #1	MO	GNFDMOXA	Competitive	Greenfield
CLOC #1	MO	GORNMOXA	Non Competitive	Gorin
CLOC #1	MO	GOWRMOXA	Competitive	Gower
CLOC #1	MO	GVSPMOXA	Non Competitive	Grovespring
CLOC #1	MO	HLNAMOXA	Competitive	Helena
CLOC #1	MO	HMTNMOXA	Competitive	Hamilton
CLOC #1	MO	HMVLMOXA	Non Competitive	Humansville
CLOC #1	MO	HNWLMOXA	Competitive	Hunnewell

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MO	HSTNMOXA	Non Competitive	Houston
CLOC #1	MO	HTVLMOXA	Non Competitive	Hartville
CLOC #1	MO	IRDLMOXA	Non Competitive	Irondale
CLOC #1	MO	IRTNMOXA	Competitive	Ironton
CLOC #1	MO	JRSPMOXA	Non Competitive	Jerico Springs
CLOC #1	MO	KAHKMOXA	Competitive	Kahoka
CLOC #1	MO	KDDRMOXA	Competitive	Kidder
CLOC #1	MO	KGTNMOXA	Competitive	Kingston
CLOC #1	MO	KTVLMOXA	Non Competitive	Keytesville
CLOC #1	MO	LBLLMOXA	Competitive	La Belle
CLOC #1	MO	LCNGMOXA	Non Competitive	Licking
CLOC #1	MO	LDDNMOXA	Competitive	Laddonia
CLOC #1	MO	LGRNMOXA	Competitive	La Grange
CLOC #1	MO	LPLTMOXA	Competitive	La Plata
CLOC #1	MO	LSVLMOXA	Non Competitive	Lesterville
CLOC #1	MO	LWCYMOXA	Non Competitive	Lowry City
CLOC #1	MO	LWSNMOXA	Competitive	Lawson
CLOC #1	MO	LWTWMOXA	Competitive	Lewistown
CLOC #1	MO	MACNMOXA	Competitive	Macon
CLOC #1	MO	MILOMOXA	Non Competitive	Milo
CLOC #1	MO	MNCYMOXA	Competitive	Monroe City
CLOC #1	MO	MNESMOXA	Non Competitive	Manes
CLOC #1	MO	MNTIMOXA	Competitive	Monticello
CLOC #1	MO	MNTKMOXA	Non Competitive	Montauk
CLOC #1	MO	MTGVMOXA	Non Competitive	Mountain Grove
CLOC #1	MO	MTVRMOXA	Non Competitive	Mount Vernon
CLOC #1	MO	MYVLMOXA	Competitive	Maysville
CLOC #1	MO	NEBOMOXA	Non Competitive	Nebo
CLOC #1	MO	NRWDMOXA	Non Competitive	Norwood
CLOC #1	MO	OATSMOXA	Non Competitive	Oates
CLOC #1	MO	OSBRMOXA	Competitive	Osborn
CLOC #1	MO	OSCLMOXA	Non Competitive	Osceola
CLOC #1	MO	PARSMOXA	Competitive	Paris
CLOC #1	MO	PLBGMOXA	Competitive	Plattsburg
CLOC #1	MO	PLMYMOXA	Competitive	Palmyra
CLOC #1	MO	POTSMOXA	Non Competitive	Potosi
CLOC #1	MO	PRRYMOXA	Competitive	Perry
CLOC #1	MO	REVRMOXA	Competitive	Revere
CLOC #1	MO	RKVLMOXA	Non Competitive	Rockville
CLOC #1	MO	RMVLMOXA	Non Competitive	Raymondville
CLOC #1	MO	ROBYMOXA	Non Competitive	Roby
CLOC #1	MO	RODLMOXA	Competitive	Rosendale
CLOC #1	MO	SHCYMOXA	Non Competitive	Schell City
CLOC #1	MO	SHLNMOXA	Non Competitive	Sheldon
CLOC #1	MO	SHVLMOXA	Competitive	Shelbyville
CLOC #1	MO	SLBNMOXA	Competitive	Shelbina
CLOC #1	MO	SNFEMOXA	Competitive	Santa Fe
CLOC #1	MO	SRCXMOXA	Competitive	Sarcoxie
CLOC #1	MO	STVLMOXA	Competitive	Stoutsville
CLOC #1	MO	SVNHMOXA	Competitive	Savannah
CLOC #1	MO	SWVLMOXA	Competitive	Stewartsville

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MO	TMBRMOXA	Non Competitive	Timber
CLOC #1	MO	TRMBMOXA	Competitive	Trimble
CLOC #1	MO	TRNYMOXA	Competitive	Turney
CLOC #1	MO	VNBRMOXA	Non Competitive	Van Buren
CLOC #1	MO	VNZNMOXA	Non Competitive	Vanzant
CLOC #1	MO	WEBLMOXA	Non Competitive	Weaubleau
CLOC #1	MO	WHVLMOXA	Competitive	Whitesville
CLOC #1	MO	WINOMOXA	Non Competitive	Winona
CLOC #1	MO	WLKRMOXA	Non Competitive	Walker
CLOC #1	MO	WQNCMOXA	Competitive	West Quincy
CLOC #1	MO	WYLDMOXA	Competitive	Wayland
CLOC #1	OH	AMHROHXA	Competitive	Amherst
CLOC #1	OH	AMHROHXB	Competitive	South Amherst
CLOC #1	OH	AVLKOHXA	Competitive	Avon Lake
CLOC #1	OH	AVONOHXA	Competitive	Avon
CLOC #1	OH	AVONOHXB	Competitive	Avon
CLOC #1	OH	BRHMOHXA	Competitive	Birmingham
CLOC #1	OH	LORNOHXA	Competitive	Lorain Main/Special
CLOC #1	OH	LORNOHXB	Competitive	Lorain Penfield
CLOC #1	OH	LORNOHXC	Competitive	Lorain Meister
CLOC #1	OH	LORNOHXD	Competitive	Lorain East
CLOC #1	OH	LORNOHXE	Competitive	South Lorain
CLOC #1	OH	SHLKOHXA	Competitive	Sheffield Lake
CLOC #1	OH	VRMLOHXA	Competitive	Vermilion
CLOC #1	WI	AGSTWIXA	Competitive	Augusta
CLOC #1	WI	ALCTWIXA	Competitive	Alma Center
CLOC #1	WI	ARCDWIXA	Non Competitive	Arcadia
CLOC #1	WI	ARGYWIXA	Non Competitive	Argyle
CLOC #1	WI	BHWDWIXA	Competitive	Birchwood
CLOC #1	WI	BLARWIXA	Non Competitive	Blair
CLOC #1	WI	BLCKWIXA	Competitive	Black Creek
CLOC #1	WI	BLLKWIXA	Competitive	Balsam Lake
CLOC #1	WI	BNGRWIXA	Competitive	Bangor
CLOC #1	WI	BNTNWIXB	Non Competitive	Benton
CLOC #1	WI	BRFLWIXA	Competitive	Black River Falls
CLOC #1	WI	BRRNWIXA	Competitive	Barron
CLOC #1	WI	BTRNWIXA	Competitive	Butternut
CLOC #1	WI	BYVLWIXA	Competitive	Boyceville
CLOC #1	WI	CENTWIXA	Competitive	Centuria
CLOC #1	WI	CLFXWIXA	Competitive	Colfax
CLOC #1	WI	CLGHWIXA	Competitive	Cleghorn
CLOC #1	WI	CNVLWIXA	Non Competitive	Centerville
CLOC #1	WI	DNMKWIXA	Competitive	Denmark
CLOC #1	WI	DRTNWIXA	Non Competitive	Darlington
CLOC #1	WI	EKMDWIXA	Competitive	Elk Mound
CLOC #1	WI	EMWDWIXA	Non Competitive	Elmwood
CLOC #1	WI	ESMNWIXA	Competitive	Eastman
CLOC #1	WI	ETRCWIXA	Non Competitive	Ettrick
CLOC #1	WI	FLCKWIXA	Competitive	Fall Creek
CLOC #1	WI	FNCYWIXA	Non Competitive	Fountain City
CLOC #1	WI	FRCHWIXA	Competitive	Fairchild

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	WI	GLCYWIXA	Competitive	Glenwood City
CLOC #1	WI	GLDNWIXA	Competitive	Glidden
CLOC #1	WI	GLLTWIXA	Competitive	Gillett
CLOC #1	WI	GLVLWIXA	Non Competitive	Galesville
CLOC #1	WI	GRATWIXA	Non Competitive	Gratiot
CLOC #1	WI	HLMNWIXA	Competitive	Holmen
CLOC #1	WI	HXTNWIXA	Competitive	Hixton
CLOC #1	WI	HYWRWIXA	Competitive	Hayward
CLOC #1	WI	KGTNWIXA	Competitive	Kingston
CLOC #1	WI	KNAPWIXA	Competitive	Knapp
CLOC #1	WI	LAONWIXD	Competitive	Laona
CLOC #1	WI	LCRSWIXA	Competitive	Onalaska
CLOC #1	WI	LCRSWIXB	Competitive	La Crosse
CLOC #1	WI	LCRSWIXC	Competitive	La Crosse
CLOC #1	WI	LKWDWIXA	Competitive	Lakewood
CLOC #1	WI	LXBGWIXA	Competitive	Luxemburg
CLOC #1	WI	MDRKWIXA	Competitive	Maiden Rock
CLOC #1	WI	MLLNWIXA	Competitive	Mellen
CLOC #1	WI	MLRSWIXA	Competitive	Melrose
CLOC #1	WI	MNDRWIXA	Competitive	Mindoro
CLOC #1	WI	MRKSWIXA	Competitive	Markesan
CLOC #1	WI	MRLNWIXA	Competitive	Merrillan
CLOC #1	WI	MSCDWIXA	Non Competitive	Muscoda
CLOC #1	WI	MTFTWIXA	Non Competitive	Montfort
CLOC #1	WI	NCHLWIXA	Competitive	Nichols
CLOC #1	WI	NWFRWIXA	Competitive	New Franken
CLOC #1	WI	OSSEWIXA	Non Competitive	Osseo
CLOC #1	WI	PCKTWIXB	Competitive	Pickett
CLOC #1	WI	PDUCWIXA	Competitive	Prairie Du Chien
CLOC #1	WI	PEPNWIXA	Non Competitive	Pepin
CLOC #1	WI	PKFLWIXA	Competitive	Park Falls
CLOC #1	WI	PLCYWIXA	Non Competitive	Plum City
CLOC #1	WI	PRSCWIXA	Non Competitive	Prescott
CLOC #1	WI	RCLKWIXB	Competitive	Rice Lake
CLOC #1	WI	RODLWIXA	Competitive	Rosendale
CLOC #1	WI	SCFLWIXA	Competitive	Saint Croix Falls
CLOC #1	WI	SCTNWIXA	Competitive	Shiocton
CLOC #1	WI	SENCWIXA	Competitive	Seneca
CLOC #1	WI	SHBGWIXA	Non Competitive	Shullsburg
CLOC #1	WI	SPBKWIXA	Competitive	Springbrook
CLOC #1	WI	SRLKWIXA	Competitive	Spider Lake
CLOC #1	WI	SRNGWIXA	Competitive	Suring
CLOC #1	WI	STLKWIXA	Competitive	Stone Lake
CLOC #1	WI	SYMRWIXA	Competitive	Seymour
CLOC #1	WI	TAYLWIXA	Competitive	Taylor
CLOC #1	WI	TRMPWIXA	Non Competitive	Trempealeau
CLOC #1	WI	WABNWIXB	Competitive	Wabeno
CLOC #1	WI	WHLRWIXA	Competitive	Wheeler
CLOC #1	WI	WHTHWIXA	Non Competitive	Whitehall
CLOC #1	WI	WIOTWIXA	Non Competitive	Wiota
CLOC #1	WI	WNTRWIXA	Competitive	Winter

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	WI	WSLMWIXA	Competitive	West Salem
CLOC #1	WI	WTMAWIXA	Competitive	Wautoma
CLOC #1	WI	WZKAWIXA	Competitive	Wauzeka
CLOC #11	AZ	AGFIAZSR	Competitive	Peoria
CLOC #11	AZ	ASFKAZMA	Non Competitive	Ash Fork
CLOC #11	AZ	AZCYAZ03	Competitive	Arizona City
CLOC #11	AZ	BCKYAZMA	Competitive	Buckeye
CLOC #11	AZ	BISBAZMA	Competitive	Bisbee
CLOC #11	AZ	BLCNAZMA	Non Competitive	Black Canyon
CLOC #11	AZ	BNSNAZMA	Competitive	Benson
CLOC #11	AZ	BNSNAZSD	Competitive	Benson
CLOC #11	AZ	BRDSAZMA	Competitive	Beardsley
CLOC #11	AZ	CHNDAZMA	Competitive	Chandler Main
CLOC #11	AZ	CHNDAZSO	Competitive	Chandler South
CLOC #11	AZ	CHNDAZWE	Competitive	Chandler West
CLOC #11	AZ	CHVYAZMA	Non Competitive	Chino Valley
CLOC #11	AZ	CLDGAZMA	Competitive	Coolidge
CLOC #11	AZ	CMRNAZMA	Competitive	Cameron
CLOC #11	AZ	CMVRAZMA	Non Competitive	Camp Verde
CLOC #11	AZ	CMVRAZRR	Non Competitive	Camp Verde
CLOC #11	AZ	CRCYAZNM	Competitive	Circle City
CLOC #11	AZ	CRNDAZMA	Competitive	Coronado
CLOC #11	AZ	CSGRAZMA	Competitive	Casa Grande
CLOC #11	AZ	CTWDAZEA	Non Competitive	Cottonwood East
CLOC #11	AZ	CTWDAZMA	Non Competitive	Cottonwood Main
CLOC #11	AZ	CTWDAZSO	Non Competitive	Cottonwood South
CLOC #11	AZ	CVCKAZMA	Competitive	Cave Creek
CLOC #11	AZ	DDVLAZNM	Competitive	Duddleyville
CLOC #11	AZ	DGLSAZMA	Competitive	Douglas
CLOC #11	AZ	DRVYAZNO	Competitive	Deer Valley
CLOC #11	AZ	ELOYAZ01	Competitive	Eloy
CLOC #11	AZ	FLGSAZEA	Competitive	Flagstaff East
CLOC #11	AZ	FLGSAZMA	Competitive	Flagstaff Main
CLOC #11	AZ	FLGSAZSO	Competitive	Flagstaff South
CLOC #11	AZ	FLRNAZMA	Competitive	Florence
CLOC #11	AZ	FTMDAZMA	Competitive	Fort Mcdowell
CLOC #11	AZ	FTMDAZNO	Competitive	Fort Mcdowell North
CLOC #11	AZ	GDYRAZCW	Competitive	Goodyear
CLOC #11	AZ	GLBNAZMA	Competitive	Gila Bend
CLOC #11	AZ	GLDLAZMA	Competitive	Glendale
CLOC #11	AZ	GLOBAZMA	Non Competitive	Globe
CLOC #11	AZ	GNVYAZMA	Competitive	Green Valley
CLOC #11	AZ	GRCNAZMA	Competitive	Grand Canyon Village
CLOC #11	AZ	HGLYAZMA	Competitive	Higley
CLOC #11	AZ	HGLYAZQC	Competitive	Higley
CLOC #11	AZ	HMBLAZMA	Non Competitive	Humboldt
CLOC #11	AZ	HYDNAZMA	Non Competitive	Hayden
CLOC #11	AZ	JSCYAZMA	Non Competitive	Joseph City
CLOC #11	AZ	KRNYAZMA	Competitive	Kearny
CLOC #11	AZ	LTPKAZMA	Competitive	Litchfield Park
CLOC #11	AZ	MARNAZ02	Competitive	Marana West

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	AZ	MARNAZ03	Competitive	Marana South
CLOC #11	AZ	MARNAZMA	Competitive	Marana Main
CLOC #11	AZ	MAYRAZMA	Non Competitive	Mayer
CLOC #11	AZ	MESAAZGI	Competitive	Mesa
CLOC #11	AZ	MESAAZMA	Competitive	Mesa
CLOC #11	AZ	MIAMAZMA	Non Competitive	Miami
CLOC #11	AZ	MMTHAZMA	Competitive	Mammoth
CLOC #11	AZ	MRCPAZMA	Competitive	Maricopa
CLOC #11	AZ	MSPKAZMA	Competitive	Munds Park
CLOC #11	AZ	NGLSAZ03	Non Competitive	Nogales Rio Rico
CLOC #11	AZ	NGLSAZMA	Non Competitive	Nogales Main
CLOC #11	AZ	NGLSAZMW	Non Competitive	Nogales Midway
CLOC #11	AZ	NWRVAZMA	Competitive	New River
CLOC #11	AZ	ORCLAZMA	Competitive	Oracle
CLOC #11	AZ	PAGEAZMA	Competitive	Page
CLOC #11	AZ	PHNXAZ81	Competitive	Foothills
CLOC #11	AZ	PHNXAZBW	Competitive	Bethany West
CLOC #11	AZ	PHNXAZCA	Competitive	Cactus
CLOC #11	AZ	PHNXAZEA	Competitive	Phoenix East
CLOC #11	AZ	PHNXAZGR	Competitive	Greenway
CLOC #11	AZ	PHNXAZLV	Competitive	Laveen
CLOC #11	AZ	PHNXAZMA	Competitive	Phoenix Main
CLOC #11	AZ	PHNXAZMR	Competitive	Mid Rivers
CLOC #11	AZ	PHNXAZMY	Competitive	Maryvale
CLOC #11	AZ	PHNXAZNE	Competitive	Phoenix Northeast
CLOC #11	AZ	PHNXAZNO	Competitive	Phoenix North
CLOC #11	AZ	PHNXAZNW	Competitive	Phoenix Northwest
CLOC #11	AZ	PHNXAZPP	Competitive	Pecos
CLOC #11	AZ	PHNXAZPR	Competitive	Peoria
CLOC #11	AZ	PHNXAZSE	Competitive	Phoenix Southeast
CLOC #11	AZ	PHNXAZSO	Competitive	Phoenix South
CLOC #11	AZ	PHNXAZSY	Competitive	Sunnyslope
CLOC #11	AZ	PHNXAZWE	Competitive	Phoenix West
CLOC #11	AZ	PIMAAZMA	Competitive	Pima
CLOC #11	AZ	PINEAZMA	Non Competitive	Pine
CLOC #11	AZ	PLMNAZMA	Competitive	Palominas
CLOC #11	AZ	PRSCAZEA	Non Competitive	Prescott East
CLOC #11	AZ	PRSCAZMA	Non Competitive	Prescott
CLOC #11	AZ	PRVYAZPP	Competitive	Scottsdale
CLOC #11	AZ	PTGNAZEL	Non Competitive	Patagonia Elgin
CLOC #11	AZ	PTGNAZMA	Non Competitive	Patagonia
CLOC #11	AZ	PYSNAZMA	Non Competitive	Payson
CLOC #11	AZ	RBLSAZMA	Competitive	Robles
CLOC #11	AZ	SCDLAZMA	Competitive	Scottsdale Main
CLOC #11	AZ	SCDLAZSH	Competitive	Shea
CLOC #11	AZ	SCDLAZTH	Competitive	Thunderbird
CLOC #11	AZ	SEDNAZMA	Competitive	Sedona Main
CLOC #11	AZ	SEDNAZSO	Non Competitive	Sedona South
CLOC #11	AZ	SFFRAZMA	Competitive	Safford
CLOC #11	AZ	SMTNAZMA	Competitive	Somerton
CLOC #11	AZ	SNMNAZMA	Competitive	San Manuel

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	AZ	SPRRAZMA	Competitive	Superior
CLOC #11	AZ	SPRSAZEA	Competitive	Superstition
CLOC #11	AZ	SPRSAZMA	Competitive	Superstition
CLOC #11	AZ	SPRSAZWE	Competitive	Superstition
CLOC #11	AZ	SRVSAZMA	Competitive	Sierra Vista
CLOC #11	AZ	SRVSAZNO	Competitive	Huachuca, City
CLOC #11	AZ	SRVSAZSO	Competitive	Sierra Vista
CLOC #11	AZ	STFDAZMA	Competitive	Stanfield
CLOC #11	AZ	TCSNAZCA	Competitive	Catalina
CLOC #11	AZ	TCSNAZCO	Competitive	Cortaro
CLOC #11	AZ	TCSNAZCR	Competitive	Craycroft
CLOC #11	AZ	TCSNAZEA	Competitive	Tucson East
CLOC #11	AZ	TCSNAZFW	Competitive	Flowing Wells
CLOC #11	AZ	TCSNAZMA	Competitive	Tucson Main
CLOC #11	AZ	TCSNAZML	Competitive	Mt Lemmon
CLOC #11	AZ	TCSNAZNO	Competitive	Tucson North
CLOC #11	AZ	TCSNAZRN	Competitive	Rincon
CLOC #11	AZ	TCSNAZSE	Competitive	Tucson Southeast
CLOC #11	AZ	TCSNAZSO	Competitive	Tucson South
CLOC #11	AZ	TCSNAZSW	Competitive	Tucson Southwest
CLOC #11	AZ	TCSNAZTV	Competitive	Tanque Verde
CLOC #11	AZ	TCSNAZWE	Competitive	Tucson West
CLOC #11	AZ	TEMPAZMA	Competitive	Tempe
CLOC #11	AZ	TEMPAZMC	Competitive	Tempe
CLOC #11	AZ	TLSNAZMA	Competitive	Tolleson
CLOC #11	AZ	TMBSAZMA	Competitive	Tombstone
CLOC #11	AZ	TNCKAZMA	Non Competitive	Tonto Creek
CLOC #11	AZ	TUBCAZMA	Non Competitive	Tubac
CLOC #11	AZ	VAILAZNO	Competitive	Vail
CLOC #11	AZ	VAILAZSO	Competitive	Vail
CLOC #11	AZ	WCBGAZMA	Competitive	Wickenburg
CLOC #11	AZ	WHTKAZMA	Competitive	Litchfield Park
CLOC #11	AZ	WHTLAZMA	Competitive	Whitlow
CLOC #11	AZ	WLCXAZMA	Competitive	Willcox
CLOC #11	AZ	WLMSAZMA	Competitive	Williams
CLOC #11	AZ	WLTNAZMA	Competitive	Wellton
CLOC #11	AZ	WNBGAZ01	Competitive	Wintersburg
CLOC #11	AZ	WNSLAZMA	Non Competitive	Winslow
CLOC #11	AZ	YRNLAZMA	Non Competitive	Yarnell
CLOC #11	AZ	YUMAAZFT	Competitive	Yuma
CLOC #11	AZ	YUMAAZMA	Competitive	Yuma
CLOC #11	AZ	YUMAAZSE	Competitive	Yuma
CLOC #11	CO	AFACCOMA	Competitive	Air Force Academy
CLOC #11	CO	AGLRCOMA	Non Competitive	Aguilar
CLOC #11	CO	ALMSCOMA	Competitive	Alamosa
CLOC #11	CO	ALPKCOMA	Competitive	Allenspark
CLOC #11	CO	ARVDCOMA	Competitive	Arvada
CLOC #11	CO	ASPECOMA	Competitive	Aspen
CLOC #11	CO	AULTCOMA	Competitive	Ault
CLOC #11	CO	AURRCOMA	Competitive	Aurora
CLOC #11	CO	AURRCOMB	Competitive	Monaghan

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	CO	AVDLCOMA	Competitive	Avondale
CLOC #11	CO	AVONCOMA	Non Competitive	Avon
CLOC #11	CO	BALYCOMA	Competitive	Bailey
CLOC #11	CO	BITNCOMA	Competitive	Brighton
CLOC #11	CO	BLDRCOGB	Competitive	Gunbarrel
CLOC #11	CO	BLDRCOMA	Competitive	Boulder Main
CLOC #11	CO	BLFSCOMA	Competitive	Black Forest
CLOC #11	CO	BNVSCOMA	Competitive	Buena Vista
CLOC #11	CO	BRFDCOMA	Competitive	Broomfield
CLOC #11	CO	BRRGCOMA	Competitive	Breckenridge
CLOC #11	CO	BRSHCOMA	Competitive	Brush
CLOC #11	CO	BRTHCOMA	Competitive	Berthoud
CLOC #11	CO	BSLTCOMA	Non Competitive	Basalt
CLOC #11	CO	BYFDCOMA	Non Competitive	Bayfield
CLOC #11	CO	CACYCOMA	Competitive	Canon City
CLOC #11	CO	CCCNCOMA	Competitive	Coal Creek Canyon
CLOC #11	CO	CFTNCONM	Competitive	Clifton
CLOC #11	CO	CLHNCOMA	Competitive	Calhan
CLOC #11	CO	CLSPCO32	Competitive	Gatehouse
CLOC #11	CO	CLSPCOEA	Competitive	Colorado Springs East
CLOC #11	CO	CLSPCOMA	Competitive	Colorado Springs Main
CLOC #11	CO	CLSPCOPV	Competitive	Pikeview
CLOC #11	CO	CLSPCOSM	Competitive	Stratmoor
CLOC #11	CO	CNCYCOMA	Non Competitive	Central City
CLOC #11	CO	CPMTCOMA	Competitive	Copper Mountain
CLOC #11	CO	CRAGCOMA	Competitive	Craig
CLOC #11	CO	CRBTCOMA	Competitive	Crested Butte
CLOC #11	CO	CRCKCO01	Competitive	Cripple Creek
CLOC #11	CO	CRDLCOMA	Competitive	Carbondale
CLOC #11	CO	CRTZCOMA	Non Competitive	Cortez
CLOC #11	CO	CSRKCONM	Competitive	Castle Rock
CLOC #11	CO	DBEQCONC	Competitive	De Beque
CLOC #11	CO	DCKRCOMA	Competitive	Deckers
CLOC #11	CO	DELTCOMA	Competitive	Delta
CLOC #11	CO	DLLNCOMA	Competitive	Dillon
CLOC #11	CO	DLNRCOMA	Competitive	Del Norte
CLOC #11	CO	DNVRCOCH	Competitive	Capitol Hill
CLOC #11	CO	DNVRCOCL	Competitive	Columbine
CLOC #11	CO	DNVRCOCP	Competitive	Curtis Park
CLOC #11	CO	DNVRCOCW	Competitive	Cottonwood
CLOC #11	CO	DNVRCODC	Competitive	Dry Creek
CLOC #11	CO	DNVRCOEA	Competitive	Denver East
CLOC #11	CO	DNVRCOMA	Competitive	Denver Main
CLOC #11	CO	DNVRCOMB	Competitive	Montbello
CLOC #11	CO	DNVRCONE	Competitive	Denver Northeast
CLOC #11	CO	DNVRCONO	Competitive	Denver North
CLOC #11	CO	DNVRCOOU	Competitive	Denver Intl Airport
CLOC #11	CO	DNVRCOSE	Competitive	Denver Southeast
CLOC #11	CO	DNVRCOSH	Competitive	Smokey Hill
CLOC #11	CO	DNVRCOSL	Competitive	Sullivan
CLOC #11	CO	DNVRCOSO	Competitive	Denver South

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	CO	DNVRCOSW	Competitive	Denver Southwest
CLOC #11	CO	DNVRCOWS	Competitive	Denver
CLOC #11	CO	DURNCOMA	Non Competitive	Durango
CLOC #11	CO	EATNCOMA	Competitive	Eaton
CLOC #11	CO	ELBRCOMA	Non Competitive	Elbert
CLOC #11	CO	ELPSCOXC	Competitive	El Paso
CLOC #11	CO	ELZBCO01	Non Competitive	Elizabeth
CLOC #11	CO	ENWDCOAB	Competitive	Aberdeen
CLOC #11	CO	ENWDCOMA	Competitive	Englewood
CLOC #11	CO	ERIECOMA	Competitive	Erie
CLOC #11	CO	ESPKCOMA	Competitive	Estes Park
CLOC #11	CO	EVRGCOMA	Competitive	Evergreen
CLOC #11	CO	FLRNCOMA	Competitive	Florence
CLOC #11	CO	FONTCOMA	Competitive	Fountain
CLOC #11	CO	FRDRCOMA	Competitive	Frederick
CLOC #11	CO	FRPLCOMA	Competitive	Fairplay
CLOC #11	CO	FRSCCOMA	Competitive	Frisco
CLOC #11	CO	FRSRCOMA	Non Competitive	Fraser
CLOC #11	CO	FRUTCOMA	Competitive	Fruita
CLOC #11	CO	FTCLCOHM	Competitive	Harmony
CLOC #11	CO	FTCLCOMA	Competitive	Fort Collins Main
CLOC #11	CO	FTLPCOMA	Competitive	Fort Lupton
CLOC #11	CO	FTMRCOMA	Competitive	Fort Morgan
CLOC #11	CO	GDJTCOMA	Competitive	Grand Junction
CLOC #11	CO	GDLKCOMA	Non Competitive	Grand Lake
CLOC #11	CO	GLCRCOMA	Competitive	Gilcrest
CLOC #11	CO	GLDNCOMA	Competitive	Golden
CLOC #11	CO	GLSPCOMA	Competitive	Glenwood Springs
CLOC #11	CO	GMFLCOMA	Competitive	Green Mountain Falls
CLOC #11	CO	GNSNCOMA	Competitive	Gunnison
CLOC #11	CO	GRELCOJC	Competitive	Parkview
CLOC #11	CO	GRELCOMA	Competitive	Greeley Main
CLOC #11	CO	GRNBCOMA	Non Competitive	Granby
CLOC #11	CO	GRTWCOMA	Non Competitive	Georgetown
CLOC #11	CO	HDSNCOMA	Competitive	Hudson
CLOC #11	CO	HLRSCOMA	Competitive	Hillrose
CLOC #11	CO	HSSPCOMA	Non Competitive	Hot Sulphur Springs
CLOC #11	CO	HYDNCOMA	Non Competitive	Hayden
CLOC #11	CO	IDSPCOMA	Non Competitive	Idaho Springs
CLOC #11	CO	JHMLCOMA	Competitive	Johnstown
CLOC #11	CO	JLBGCOMA	Competitive	Julesburg
CLOC #11	CO	KIOWCONM	Non Competitive	Kiowa
CLOC #11	CO	KNBGCOMA	Competitive	Keenesburg
CLOC #11	CO	KRNGCOMA	Non Competitive	Kremmling
CLOC #11	CO	LDVLCOMA	Competitive	Leadville
CLOC #11	CO	LIMNCOMA	Competitive	Limon
CLOC #11	CO	LKMTCOMA	Competitive	Lookout Mountain
CLOC #11	CO	LKWDCOMA	Competitive	Lakewood
CLOC #11	CO	LNMTCOMA	Competitive	Longmont
CLOC #11	CO	LRKSCONM	Competitive	Larkspur
CLOC #11	CO	LSLLCOMA	Competitive	La Salle

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	CO	LTTNCOHL	Competitive	Highlands Ranch
CLOC #11	CO	LTTNCOMA	Competitive	Littleton
CLOC #11	CO	LVLDCOMA	Competitive	Loveland
CLOC #11	CO	LYNSCOMA	Competitive	Lyons
CLOC #11	CO	MEADCOMA	Competitive	Mead
CLOC #11	CO	MEKRCOMA	Competitive	Meeker
CLOC #11	CO	MNCSCOMA	Non Competitive	Mancos
CLOC #11	CO	MNMTCOMA	Competitive	Monument
CLOC #11	CO	MNSPCOMA	Competitive	Manitou Springs
CLOC #11	CO	MNTRCOMA	Non Competitive	Minturn
CLOC #11	CO	MRSNCOMA	Competitive	Morrison
CLOC #11	CO	MTRSCOMA	Competitive	Montrose
CLOC #11	CO	MTVSCOMA	Competitive	Monte Vista
CLOC #11	CO	MVNPCOMA	Non Competitive	Mesa Verde
CLOC #11	CO	NDLDCOMA	Competitive	Nederland
CLOC #11	CO	NGLNCOMA	Competitive	Northglenn
CLOC #11	CO	NIWTCOMA	Competitive	Niwot
CLOC #11	CO	NWCSCOMA	Competitive	New Castle
CLOC #11	CO	OKCKCOMA	Non Competitive	Oak Creek
CLOC #11	CO	OLTHCOMA	Competitive	Olathe
CLOC #11	CO	OURYCOMA	Non Competitive	Ouray
CLOC #11	CO	OVIDCOMA	Competitive	Ovid
CLOC #11	CO	PACHCO01	Competitive	Parachute
CLOC #11	CO	PLSDCOMA	Competitive	Palisade
CLOC #11	CO	PNRSCOMA	Competitive	Penrose
CLOC #11	CO	PRKRCOMA	Competitive	Parker
CLOC #11	CO	PTVLCOMA	Competitive	Platteville
CLOC #11	CO	PUBLCO06	Competitive	Pueblo West
CLOC #11	CO	PUBLCOMA	Competitive	Pueblo Main
CLOC #11	CO	PUBLCOSU	Competitive	Pueblo Sunset
CLOC #11	CO	PYTNCOMA	Competitive	Peyton
CLOC #11	CO	RDGWCOMA	Non Competitive	Ridgway
CLOC #11	CO	RIFLCOMA	Competitive	Rifle
CLOC #11	CO	RUSHCOXC	Competitive	Rush
CLOC #11	CO	SALDCOMA	Competitive	Salida
CLOC #11	CO	SCRTCOMA	Competitive	Security
CLOC #11	CO	SFRKCOMA	Competitive	South Fork
CLOC #11	CO	SILTCOMA	Competitive	Silt
CLOC #11	CO	SLTNCOMA	Non Competitive	Silverton
CLOC #11	CO	SNMSCOMA	Competitive	Snowmass Village
CLOC #11	CO	STNGCOMA	Non Competitive	Sterling
CLOC #11	CO	STSPCOMA	Non Competitive	Steamboat Springs
CLOC #11	CO	TEMACOMA	Competitive	Table Mesa
CLOC #11	CO	TLRDCOMA	Competitive	Telluride
CLOC #11	CO	TRNDCOMA	Non Competitive	Trinidad
CLOC #11	CO	VAILCOMA	Non Competitive	Vail
CLOC #11	CO	VNLDCOMA	Competitive	Vineland
CLOC #11	CO	WARDCOMA	Competitive	Ward
CLOC #11	CO	WDPKCOMA	Competitive	Woodland Park
CLOC #11	CO	WGTNCOMA	Competitive	Wellington
CLOC #11	CO	WLBGCOMA	Competitive	Walsenburg

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	CO	WLDACOMA	Competitive	Weldona
CLOC #11	CO	WMNSCOMA	Competitive	Westminster
CLOC #11	CO	WNDSCOMA	Competitive	Windsor
CLOC #11	CO	YAMPCOMA	Non Competitive	Yampa
CLOC #11	IA	ACKLIACO	Competitive	Ackley
CLOC #11	IA	ADELIACO	Competitive	Adel
CLOC #11	IA	ALGNIATC	Competitive	Algona
CLOC #11	IA	ALNAIACO	Competitive	Altoona
CLOC #11	IA	AMESIATC	Competitive	Ames
CLOC #11	IA	AMESIAWS	Competitive	Ames
CLOC #11	IA	ANKNIACO	Competitive	Ankeny
CLOC #11	IA	ANMSIACO	Competitive	Anamosa
CLOC #11	IA	ANTHIACO	Competitive	Anthon
CLOC #11	IA	ARPKIACO	Competitive	Arnolds Park
CLOC #11	IA	ATLTIATC	Competitive	Atlantic
CLOC #11	IA	BOONIACO	Non Competitive	Boone
CLOC #11	IA	BRBGIACO	Competitive	Blairsburg
CLOC #11	IA	BRTTIACO	Non Competitive	Britt
CLOC #11	IA	BURLIATC	Competitive	Burlington
CLOC #11	IA	CCVLIACO	Competitive	Correctionville
CLOC #11	IA	CDFLIACO	Competitive	Cedar Falls
CLOC #11	IA	CDRRIADT	Competitive	Cedar Rapids
CLOC #11	IA	CDRRIAMN	Competitive	Marion
CLOC #11	IA	CDRRIANO	Competitive	Cedar Rapids North
CLOC #11	IA	CDRRIAWS	Competitive	Cedar Rapids West
CLOC #11	IA	CGGNIACO	Competitive	Coggon
CLOC #11	IA	CHCYIATC	Competitive	Charles City
CLOC #11	IA	CHRKIACO	Non Competitive	Cherokee
CLOC #11	IA	CLFXIACO	Competitive	Colfax
CLOC #11	IA	CLMRIACO	Competitive	Calmar
CLOC #11	IA	CLRIIACO	Competitive	Clarion
CLOC #11	IA	CLTNIACC	Competitive	Clinton Camanche
CLOC #11	IA	CLTNIACO	Competitive	Clinton Downtown
CLOC #11	IA	CNBLIAMW	Competitive	Council Bluffs Manawa
CLOC #11	IA	CNBLIAWA	Competitive	Council Bluffs Main
CLOC #11	IA	CNPNIACO	Competitive	Center Point
CLOC #11	IA	CRLSIACO	Competitive	Carlisle
CLOC #11	IA	CRRLIATC	Competitive	Carroll
CLOC #11	IA	CRSCIACO	Competitive	Crescent
CLOC #11	IA	DCRHIACO	Competitive	Decorah
CLOC #11	IA	DESMIAAW	Competitive	Des Moines Ashworth
CLOC #11	IA	DESMIADT	Competitive	Des Moines Downtown
CLOC #11	IA	DESMIAEA	Competitive	Des Moines East
CLOC #11	IA	DESMIANW	Competitive	Des Moines Northwest
CLOC #11	IA	DESMIASO	Competitive	Des Moines South
CLOC #11	IA	DESMIAWS	Competitive	Des Moines West
CLOC #11	IA	DIKEIACO	Non Competitive	Dike
CLOC #11	IA	DLCTIACE	Competitive	Dallas Center
CLOC #11	IA	DNBRIACO	Competitive	Danbury
CLOC #11	IA	DNVRIACO	Competitive	Denver
CLOC #11	IA	DUBQIANW	Competitive	Sherrill

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	IA	DUBQIATC	Competitive	Dubuque
CLOC #11	IA	DVNPIADT	Competitive	Davenport Downtown
CLOC #11	IA	DVNPIAEA	Competitive	Davenport East
CLOC #11	IA	DVNPIANE	Competitive	Davenport Northeast
CLOC #11	IA	DVNPIANW	Competitive	Davenport Northwest
CLOC #11	IA	DVNPIAWS	Competitive	Davenport West
CLOC #11	IA	EGGVIACO	Competitive	Eagle Grove
CLOC #11	IA	ERHMIACO	Competitive	Earlham
CLOC #11	IA	ESVLIACO	Competitive	Estherville
CLOC #11	IA	FTMDIATC	Competitive	Fort Madison
CLOC #11	IA	GLCYIACO	Non Competitive	Gilmore City
CLOC #11	IA	GLWDIACO	Competitive	Glenwood
CLOC #11	IA	GRMSIACO	Competitive	Grimes
CLOC #11	IA	GRNGIACO	Competitive	Granger
CLOC #11	IA	GRNRIACO	Non Competitive	Garner
CLOC #11	IA	HDSNIACO	Competitive	Hudson
CLOC #11	IA	HMBGIACO	Non Competitive	Hamburg
CLOC #11	IA	HMBLIACO	Non Competitive	Humboldt
CLOC #11	IA	HMPNIACO	Non Competitive	Hampton
CLOC #11	IA	INDNIACO	Competitive	Indianola
CLOC #11	IA	INDPIACO	Non Competitive	Independence
CLOC #11	IA	IWCYIATC	Competitive	Iowa City
CLOC #11	IA	IWFLIACO	Competitive	Iowa Falls
CLOC #11	IA	JEWLIACO	Competitive	Jewell
CLOC #11	IA	KEKKIACO	Competitive	Keokuk
CLOC #11	IA	LKPKIACO	Competitive	Lake Park
CLOC #11	IA	LNNGIACO	Competitive	Lansing
CLOC #11	IA	LRNSIACO	Competitive	Laurens
CLOC #11	IA	LVMRIACO	Non Competitive	Livermore
CLOC #11	IA	LVRNIACO	Competitive	Lu Verne
CLOC #11	IA	MLFRIACO	Competitive	Milford
CLOC #11	IA	MLVRIACO	Competitive	Malvern
CLOC #11	IA	MNLYIACO	Competitive	Manly
CLOC #11	IA	MNTIIACO	Competitive	Monticello
CLOC #11	IA	MPTNIACO	Competitive	Mapleton
CLOC #11	IA	MQKTIACO	Non Competitive	Maquoketa
CLOC #11	IA	MRRLIACO	Competitive	Merrill
CLOC #11	IA	MRTWIASO	Competitive	Marshalltown
CLOC #11	IA	MSCTIACO	Competitive	Muscatine
CLOC #11	IA	MSCYIATC	Competitive	Mason City
CLOC #11	IA	MSVYIACO	Non Competitive	Missouri Valley
CLOC #11	IA	MTVRIACO	Competitive	Mount Vernon
CLOC #11	IA	NASHIACO	Competitive	Nashua
CLOC #11	IA	NEOLIACO	Competitive	Neola
CLOC #11	IA	NHFRIACO	Non Competitive	New Hartford
CLOC #11	IA	NRWLIACO	Competitive	Norwalk
CLOC #11	IA	NWODIACO	Competitive	Northwood
CLOC #11	IA	OLWNIATC	Competitive	Oelwein
CLOC #11	IA	ONAWIACO	Competitive	Onawa
CLOC #11	IA	OSAGIACO	Competitive	Osage
CLOC #11	IA	OSKLIACO	Competitive	Oskaloosa

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	IA	OTTMIATC	Competitive	Ottumwa
CLOC #11	IA	PCHNIACO	Competitive	Pocahontas
CLOC #11	IA	PKCYIACO	Competitive	Polk City
CLOC #11	IA	PRBGIACO	Non Competitive	Parkersburg
CLOC #11	IA	PRCYIACO	Competitive	Prairie City
CLOC #11	IA	PRRYIACO	Competitive	Perry
CLOC #11	IA	RDOKIACO	Competitive	Red Oak
CLOC #11	IA	RNLSIACO	Competitive	Runnells
CLOC #11	IA	RNWCIACO	Non Competitive	Renwick
CLOC #11	IA	RSHLIACO	Competitive	Rose Hill
CLOC #11	IA	SHLNIATC	Competitive	Sheldon
CLOC #11	IA	SHNDIACO	Competitive	Shenandoah
CLOC #11	IA	SPLKIACO	Competitive	Spirit Lake
CLOC #11	IA	SPNCIATC	Competitive	Spencer
CLOC #11	IA	STLKIATC	Competitive	Storm Lake
CLOC #11	IA	STRTIACO	Non Competitive	Stuart
CLOC #11	IA	SXCYIADT	Competitive	Sioux City Downtown
CLOC #11	IA	SXCYIALD	Competitive	Sioux City Leeds
CLOC #11	IA	SXCYIAMS	Competitive	Sioux City-Morningside
CLOC #11	IA	SXRPIACO	Competitive	Sioux Rapids
CLOC #11	IA	UNWDIACO	Competitive	Underwood
CLOC #11	IA	VNMTIACO	Competitive	Van Meter
CLOC #11	IA	VNTNIACO	Non Competitive	Vinton
CLOC #11	IA	WAKNIACO	Competitive	Waukon
CLOC #11	IA	WAUKIACO	Competitive	Waukee
CLOC #11	IA	WBCYIATC	Competitive	Webster City
CLOC #11	IA	WHMRIACO	Competitive	Whittemore
CLOC #11	IA	WHNGIACO	Competitive	Whiting
CLOC #11	IA	WHTNIACO	Competitive	Wahpeton
CLOC #11	IA	WLCTIACO	Competitive	Walcott
CLOC #11	IA	WLMSIACO	Competitive	Williams
CLOC #11	IA	WNTRIACO	Competitive	Winterset
CLOC #11	IA	WSLYIACO	Competitive	Wesley
CLOC #11	IA	WTRLIADT	Competitive	Waterloo Downtown
CLOC #11	IA	WTRLIAWS	Competitive	Waterloo Washburn
CLOC #11	IA	WUNNIACO	Competitive	West Union
CLOC #11	IA	WVRLIACO	Competitive	Waverly
CLOC #11	ID	AMFLIDMA	Non Competitive	American Falls
CLOC #11	ID	BLFTIDMA	Non Competitive	Blackfoot
CLOC #11	ID	BLSSIDMA	Non Competitive	Bliss
CLOC #11	ID	BNCRIDMA	Non Competitive	Bancroft
CLOC #11	ID	BOISIDMA	Competitive	Boise
CLOC #11	ID	BOISIDNW	Competitive	Boise
CLOC #11	ID	BOISIDSW	Competitive	Boise
CLOC #11	ID	BOISIDWE	Competitive	Boise
CLOC #11	ID	BRLYIDMA	Competitive	Burley
CLOC #11	ID	BUHLIDMA	Competitive	Buhl
CLOC #11	ID	CLWLIDMA	Competitive	Caldwell
CLOC #11	ID	CRGMID01	Competitive	Craigmont
CLOC #11	ID	CSFRIDMA	Competitive	Castleford
CLOC #11	ID	CTWDID01	Competitive	Cottonwood

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	ID	DECLIDMA	Competitive	Declo
CLOC #11	ID	DWNYIDMA	Non Competitive	Downey
CLOC #11	ID	DYTNIDMA	Non Competitive	Dayton
CLOC #11	ID	EAGLIDNM	Competitive	Eagle
CLOC #11	ID	EDHZIDMA	Non Competitive	Eden Hazelton
CLOC #11	ID	EMMTIDMA	Non Competitive	Emmett
CLOC #11	ID	FKLNIDMA	Non Competitive	Franklin
CLOC #11	ID	FRTHIDMA	Non Competitive	Firth
CLOC #11	ID	GAVLID01	Competitive	Grangeville
CLOC #11	ID	GDNGIDMA	Non Competitive	Gooding
CLOC #11	ID	GLFYIDMA	Non Competitive	Glenns Ferry
CLOC #11	ID	GRACIDMA	Non Competitive	Grace
CLOC #11	ID	HALYIDMA	Non Competitive	Hailey
CLOC #11	ID	HGMNIDMA	Non Competitive	Hagerman
CLOC #11	ID	IDCYIDMA	Non Competitive	Idaho City
CLOC #11	ID	IDFLIDMA	Non Competitive	Idaho Falls
CLOC #11	ID	INKMIDMA	Non Competitive	Inkom
CLOC #11	ID	JERMIDNM	Non Competitive	Jerome
CLOC #11	ID	KAMHID01	Competitive	Kamiah
CLOC #11	ID	KMBRIDMA	Competitive	Kimberly
CLOC #11	ID	KOSKID01	Competitive	Kooskia
CLOC #11	ID	KTCHIDMA	Non Competitive	Ketchum
CLOC #11	ID	KUNAIDMA	Competitive	Kuna
CLOC #11	ID	LAPWID01	Competitive	Lapwai
CLOC #11	ID	LHSPIDMA	Non Competitive	Lava Hot Springs
CLOC #11	ID	LSMNIDMA	Non Competitive	Lewisville-Menan
CLOC #11	ID	LSTNIDSH	Competitive	Lewiston
CLOC #11	ID	MCCMIDMA	Non Competitive	Mccammon
CLOC #11	ID	MDTNIDMA	Competitive	Middleton
CLOC #11	ID	MELBIDMA	Competitive	Melba
CLOC #11	ID	MRDNIDMA	Competitive	Meridian
CLOC #11	ID	MRTGIDMA	Competitive	Murtaugh
CLOC #11	ID	MTHOIDMA	Non Competitive	Mountain Home Main
CLOC #11	ID	MTHOIDSO	Non Competitive	Mountain Home South
CLOC #11	ID	MTPLIDMA	Non Competitive	Montpelier
CLOC #11	ID	NMPAIDMA	Competitive	Nampa
CLOC #11	ID	NPMOIDMA	Non Competitive	New Plymouth
CLOC #11	ID	NZPRID01	Competitive	Nezperce
CLOC #11	ID	PCTLIDMA	Non Competitive	Pocatello Main
CLOC #11	ID	PCTLIDNO	Non Competitive	Pocatello North
CLOC #11	ID	PSTNIDMA	Non Competitive	Preston
CLOC #11	ID	PYTTIDMA	Non Competitive	Payette
CLOC #11	ID	RBRTIDMA	Non Competitive	Roberts
CLOC #11	ID	RGBYIDMA	Non Competitive	Rigby
CLOC #11	ID	RIRIIDMA	Non Competitive	Ririe
CLOC #11	ID	RVSDIDMA	Non Competitive	Riverside
CLOC #11	ID	RXBGIDMA	Competitive	Rexburg
CLOC #11	ID	SDSPIDMA	Non Competitive	Soda Springs
CLOC #11	ID	SHLYIDMA	Non Competitive	Shelley
CLOC #11	ID	SHSHIDMA	Non Competitive	Shoshone-Dietrich
CLOC #11	ID	STARIDNM	Competitive	Star

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	ID	THTCIDMA	Non Competitive	Thatcher
CLOC #11	ID	TWFLIDMA	Competitive	Twin Falls
CLOC #11	ID	WESRIDMA	Non Competitive	Weiser
CLOC #11	ID	WNDLIDMA	Non Competitive	Wendell
CLOC #11	MN	AFTNMNAF	Competitive	Afton
CLOC #11	MN	ALLEMNAL	Competitive	Albert Lea
CLOC #11	MN	ANOKMNAN	Competitive	Anoka
CLOC #11	MN	APPLMNAP	Competitive	Appleton
CLOC #11	MN	AUSTMNAB	Competitive	Austin
CLOC #11	MN	AVONMNVO	Competitive	Avon
CLOC #11	MN	BFLOMNBU	Competitive	Buffalo
CLOC #11	MN	BLANMNBL	Competitive	Blaine
CLOC #11	MN	BLTNMNCE	Competitive	Bloomington
CLOC #11	MN	BLTNMNNO	Competitive	Bloomington
CLOC #11	MN	BLTNMNSO	Competitive	Bloomington
CLOC #11	MN	BMDJMNBE	Competitive	Bemidji
CLOC #11	MN	BRCTMNBC	Competitive	Brooklyn Center
CLOC #11	MN	BRHMMNBR	Competitive	Braham
CLOC #11	MN	BRNMMNBA	Competitive	Barnum
CLOC #11	MN	BRNRMNBR	Competitive	Brainerd
CLOC #11	MN	BRVLMNBU	Competitive	Burnsville
CLOC #11	MN	BTLKMNBA	Competitive	Battle Lake
CLOC #11	MN	BUHLMNBU	Competitive	Buhl
CLOC #11	MN	BWBKMNBI	Competitive	Biwabik
CLOC #11	MN	CHSHMNCS	Competitive	Chisholm
CLOC #11	MN	CHSTMNCH	Competitive	Cohasset
CLOC #11	MN	CKTNMNCR	Competitive	Crookston
CLOC #11	MN	CLDNMNCA	Competitive	Caledonia
CLOC #11	MN	CLQTMNCA	Competitive	Cloquet
CLOC #11	MN	CLRNMNCO	Competitive	Coleraine
CLOC #11	MN	CLSPMNCB	Competitive	Cold Spring
CLOC #11	MN	CMBRMNCA	Competitive	Cambridge
CLOC #11	MN	CMSTMNCO	Competitive	Comstock
CLOC #11	MN	CNRPMNND	Competitive	Coon Rapids
CLOC #11	MN	COOKMNCO	Competitive	Cook
CLOC #11	MN	CRTOMNCB	Competitive	Carlton
CLOC #11	MN	CRYSMNCR	Competitive	Crystal
CLOC #11	MN	CSSLMNCL	Competitive	Cass Lake
CLOC #11	MN	CTFDMNCH	Competitive	Chatfield
CLOC #11	MN	CTGVMNCG	Competitive	Cottage Grove
CLOC #11	MN	DLTHMNAF	Competitive	Duluth
CLOC #11	MN	DLTHMNCB	Competitive	Duluth
CLOC #11	MN	DLTHMNCS	Competitive	Duluth-Kenwood
CLOC #11	MN	DLTHMNDB	Competitive	Duluth
CLOC #11	MN	DLTHMNDP	Competitive	Duluth-Proctor
CLOC #11	MN	DLTHMNFS	Competitive	Duluth-Endion
CLOC #11	MN	DLTHMNLA	Competitive	Duluth
CLOC #11	MN	DLTHMNME	Competitive	Duluth
CLOC #11	MN	DLTHMNPL	Competitive	Duluth
CLOC #11	MN	DLTHMNWA	Competitive	Duluth-Hunters Park
CLOC #11	MN	DTLKMNDL	Competitive	Detroit Lakes

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	MN	EAGNMNLB	Competitive	Eagan
CLOC #11	MN	EDPRMNEP	Competitive	Eden Prairie
CLOC #11	MN	EDPRMNGP	Competitive	Eden Prairie
CLOC #11	MN	EKRVMNER	Competitive	Elk River
CLOC #11	MN	EVLTMNEV	Competitive	Eveleth
CLOC #11	MN	EXCLMNEX	Competitive	Excelsior
CLOC #11	MN	FNLDMNFO	Competitive	Finland
CLOC #11	MN	FOLYMNFO	Competitive	Foley
CLOC #11	MN	FRBLMNFA	Competitive	Faribault
CLOC #11	MN	FRDLMNFR	Competitive	Fridley
CLOC #11	MN	FRFLMNFB	Competitive	Fergus Falls
CLOC #11	MN	FRLKMNFL	Competitive	Forest Lake
CLOC #11	MN	GDMRMNGM	Competitive	Grand Marais
CLOC #11	MN	GDRPMNGR	Competitive	Grand Rapids
CLOC #11	MN	GLVLMNGL	Competitive	Glenville
CLOC #11	MN	GLVYMNOR	Competitive	Golden Valley
CLOC #11	MN	GLWDMNGL	Competitive	Glenwood
CLOC #11	MN	GYLRMNGA	Competitive	Gaylord
CLOC #11	MN	HAMLMNHB	Competitive	Hamel
CLOC #11	MN	HBNGMNHI	Competitive	Hibbing
CLOC #11	MN	HLFRMNCO	Competitive	Holdingford
CLOC #11	MN	HNCKMNHI	Competitive	Hinckley
CLOC #11	MN	HNNGMNHE	Competitive	Henning
CLOC #11	MN	HNVRMNHB	Competitive	Hanover
CLOC #11	MN	HPKNMNHO	Competitive	Hopkins
CLOC #11	MN	HWLYMNHA	Competitive	Hawley
CLOC #11	MN	ISLKMNIL	Competitive	Island Lake
CLOC #11	MN	ISNTMNIS	Competitive	Isanti
CLOC #11	MN	JCSNMNJA	Competitive	Jackson
CLOC #11	MN	KEWTMNKE	Competitive	Keewatin
CLOC #11	MN	LESRMNLS	Competitive	Le Sueur
CLOC #11	MN	LTFDMNLI	Competitive	Litchfield
CLOC #11	MN	LTFLMNLF	Competitive	Little Falls
CLOC #11	MN	LVRNMNLU	Competitive	Luverne
CLOC #11	MN	MHNMMNMA	Competitive	Mahnomen
CLOC #11	MN	MOLKMNML	Competitive	Moose Lake
CLOC #11	MN	MORAMNMO	Competitive	Mora
CLOC #11	MN	MPLSMN07	Competitive	Minneapolis
CLOC #11	MN	MPLSMNBB	Competitive	Minneapolis
CLOC #11	MN	MPLSMNBE	Competitive	Minneapolis
CLOC #11	MN	MPLSMNDT	Competitive	Minneapolis
CLOC #11	MN	MPLSMNFR	Competitive	Minneapolis
CLOC #11	MN	MPLSMNFS	Competitive	Minneapolis
CLOC #11	MN	MPLSMNGE	Competitive	Minneapolis
CLOC #11	MN	MPLSMNPE	Competitive	Minneapolis
CLOC #11	MN	MPLSMNPI	Competitive	Minneapolis
CLOC #11	MN	MPLSMNTF	Competitive	Minneapolis
CLOC #11	MN	MPWDMNMA	Competitive	Maplewood
CLOC #11	MN	MRBLMNMA	Competitive	Marble
CLOC #11	MN	MRRSMNMO	Competitive	Morris
CLOC #11	MN	MRSHMNMA	Competitive	Marshall

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	MN	MTIRMNMI	Competitive	Mountain Iron
CLOC #11	MN	MTVDMNMO	Competitive	Montevideo
CLOC #11	MN	NBRNMNNB	Competitive	North Branch
CLOC #11	MN	NCLTMNNC	Competitive	Nicollet
CLOC #11	MN	NRFDMNNO	Competitive	Northfield
CLOC #11	MN	NSHWMNNA	Competitive	Nashwauk
CLOC #11	MN	NSPLMNPR	Competitive	North Saint Paul
CLOC #11	MN	NSSWMNNI	Competitive	Nisswa
CLOC #11	MN	NVRRMNNA	Competitive	Navarre
CLOC #11	MN	NWBTMNCL	Competitive	New Brighton
CLOC #11	MN	OGLVMNOA	Competitive	Ogilvie
CLOC #11	MN	OKGVMNOG	Competitive	Oak Grove
CLOC #11	MN	OLIVMNOL	Non Competitive	Olivia-Bird Island
CLOC #11	MN	ORVLMNOR	Competitive	Ortonville
CLOC #11	MN	OWTNMNOW	Competitive	Owatonna
CLOC #11	MN	PKRPMNPR	Competitive	Park Rapids
CLOC #11	MN	PLMOMNFE	Competitive	Plymouth
CLOC #11	MN	PNCYMNPC	Competitive	Pine City
CLOC #11	MN	PPSTMNPI	Competitive	Pipestone
CLOC #11	MN	PRTNMNPR	Competitive	Princeton
CLOC #11	MN	RCFDMN66	Competitive	Richfield
CLOC #11	MN	RCFRMNRO	Competitive	Rockford
CLOC #11	MN	RDFLMNRA	Competitive	Redwood Falls
CLOC #11	MN	RDWNMNRW	Competitive	Red Wing
CLOC #11	MN	ROCHMNRO	Competitive	Rochester
CLOC #11	MN	RSCYMNRC	Competitive	Rush City
CLOC #11	MN	RYTNMNRN	Competitive	Royalton
CLOC #11	MN	SABNMNSA	Competitive	Sabin
CLOC #11	MN	SDVLMNSO	Competitive	Soderville
CLOC #11	MN	SHKPMNSH	Competitive	Shakopee
CLOC #11	MN	SHVWMNRI	Competitive	Shoreview
CLOC #11	MN	SKCTMNSC	Competitive	Sauk Centre
CLOC #11	MN	SLBAMNSA	Competitive	Silver Bay
CLOC #11	MN	SNDSMNSA	Competitive	Sandstone
CLOC #11	MN	SPLSMNST	Competitive	Staples
CLOC #11	MN	STCDMNTO	Competitive	Saint Cloud
CLOC #11	MN	STCHMNSC	Competitive	Saint Charles
CLOC #11	MN	STJSMNSJ	Competitive	Saint Joseph
CLOC #11	MN	STPLMNBE	Competitive	St Paul
CLOC #11	MN	STPLMNEM	Competitive	St Paul
CLOC #11	MN	STPLMNHB	Competitive	St Paul
CLOC #11	MN	STPLMNMI	Competitive	Saint Paul
CLOC #11	MN	STPLMNMK	Competitive	Saint Paul
CLOC #11	MN	STPRMNSP	Competitive	Saint Peter
CLOC #11	MN	STVLMNST	Competitive	Stewartville
CLOC #11	MN	STWRMNST	Competitive	Stillwater
CLOC #11	MN	SWVLMNSV	Competitive	Swanville
CLOC #11	MN	TOFTMNTB	Competitive	Tofte
CLOC #11	MN	TRACMNTR	Competitive	Tracy
CLOC #11	MN	TRFLMNTH	Competitive	Thief River Falls
CLOC #11	MN	VRGNMNVI	Competitive	Virginia

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	MN	WADNMNWA	Competitive	Wadena
CLOC #11	MN	WASCMNWA	Competitive	Waseca
CLOC #11	MN	WBLKMNWB	Competitive	White Bear Lake
CLOC #11	MN	WBSHMNWA	Competitive	Wabasha
CLOC #11	MN	WINOMNWI	Competitive	Winona
CLOC #11	MN	WLMRMNWI	Competitive	Willmar
CLOC #11	MN	WNDMMNWI	Competitive	Windom
CLOC #11	MN	WSPLMNWS	Competitive	West Saint Peter
CLOC #11	MN	WYZTMNWA	Competitive	Wayzata
CLOC #11	MT	AMSTMTMA	Competitive	Amsterdam
CLOC #11	MT	ANCNMTMA	Competitive	Anaconda
CLOC #11	MT	BLDRMTMA	Competitive	Boulder
CLOC #11	MT	BLGRMTMA	Competitive	Belgrade
CLOC #11	MT	BLNGMTMA	Competitive	Billings
CLOC #11	MT	BLNGMTWE	Competitive	Billings
CLOC #11	MT	BRDGMT01	Competitive	Bridger
CLOC #11	MT	BUTTMT09	Competitive	Butte
CLOC #11	MT	BUTTMT18	Competitive	Butte
CLOC #11	MT	BZMNMTMA	Competitive	Bozeman
CLOC #11	MT	CKCYMTMA	Competitive	Cooke City
CLOC #11	MT	CLMBMTMA	Competitive	Columbus
CLOC #11	MT	CLNCMTMA	Competitive	Clancy
CLOC #11	MT	CLPKMTMA	Competitive	Clyde Park
CLOC #11	MT	CLSTMTMA	Competitive	Colstrip
CLOC #11	MT	CNFYMT02	Competitive	Canyon Ferry
CLOC #11	MT	CNRDMTMA	Competitive	Conrad
CLOC #11	MT	CRVSMTMA	Competitive	Corvallis
CLOC #11	MT	CSCDMTMA	Competitive	Cascade
CLOC #11	MT	CTBNMTMA	Competitive	Cut Bank
CLOC #11	MT	DLLNMTMA	Competitive	Dillon
CLOC #11	MT	DRBYMTMA	Competitive	Darby
CLOC #11	MT	DRLDMTMA	Competitive	Deer Lodge
CLOC #11	MT	DTTNMTMA	Non Competitive	Dutton
CLOC #11	MT	EGPKMTMA	Competitive	East Glacier Park
CLOC #11	MT	EHLNMTMA	Competitive	East Helena
CLOC #11	MT	FCTWMTMA	Competitive	Frenchtown
CLOC #11	MT	FRMBMTMA	Competitive	Fromberg
CLOC #11	MT	FRSYMTMA	Competitive	Forsyth
CLOC #11	MT	FRVWMTMA	Non Competitive	Fairview
CLOC #11	MT	GLGTMTMA	Competitive	Gallatin Gateway
CLOC #11	MT	GLNDMTMA	Competitive	Glendive
CLOC #11	MT	GRFLMTMA	Competitive	Great Falls
CLOC #11	MT	GRNRMTMA	Competitive	Gardiner
CLOC #11	MT	HAVRMTMA	Competitive	Havre
CLOC #11	MT	HLNAMTMA	Competitive	Helena
CLOC #11	MT	HLNAMTNO	Competitive	Helena
CLOC #11	MT	HMTNMTMA	Competitive	Hamilton
CLOC #11	MT	HRDNMTMA	Competitive	Hardin
CLOC #11	MT	JOLTMTMA	Competitive	Joliet
CLOC #11	MT	LARLMTMA	Competitive	Laurel
CLOC #11	MT	LOLOMTMA	Competitive	Lolo

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	MT	LVTNMTMA	Competitive	Livingston
CLOC #11	MT	LWTWMTMA	Competitive	Lewistown
CLOC #11	MT	MLCYMTMA	Competitive	Miles City
CLOC #11	MT	MLTWMTMA	Competitive	Milltown
CLOC #11	MT	MNHTMTMA	Competitive	Manhattan
CLOC #11	MT	MSSLMTMA	Competitive	Missoula
CLOC #11	MT	MSSLMTSO	Competitive	Missoula
CLOC #11	MT	OPRTMTMA	Competitive	Opportunity
CLOC #11	MT	PRAYMTMA	Competitive	Pray
CLOC #11	MT	PRCYMTMA	Competitive	Park City
CLOC #11	MT	RBRTMTMA	Competitive	Roberts
CLOC #11	MT	RDLGMTMA	Competitive	Red Lodge
CLOC #11	MT	SDNYMTMA	Non Competitive	Sidney
CLOC #11	MT	SHLBMTMA	Competitive	Shelby
CLOC #11	MT	SHPHMTMA	Competitive	Shepherd
CLOC #11	MT	STMYMTMA	Competitive	Saint Mary
CLOC #11	MT	STVLMTMA	Competitive	Stevensville
CLOC #11	MT	THFKMTMA	Competitive	Three Forks
CLOC #11	MT	TRRYMTMA	Non Competitive	Terry
CLOC #11	MT	TWNSMTMA	Non Competitive	Townsend
CLOC #11	MT	ULM MTMA	Competitive	Ulm
CLOC #11	MT	VCTRMTMA	Competitive	Victor
CLOC #11	MT	VGHNMTMA	Competitive	Vaughn
CLOC #11	MT	WGLCMTMA	Competitive	West Glacier
CLOC #11	MT	WHTHMTMA	Competitive	Whitehall
CLOC #11	MT	WIBXMTMA	Competitive	Wibaux
CLOC #11	MT	WLCKMTMA	Competitive	Wolf Creek
CLOC #11	MT	WLSLMTMA	Competitive	Wilsall
CLOC #11	MT	WRSPMTMA	Competitive	Warm Springs
CLOC #11	MT	WYLWMTMA	Competitive	West Yellowstone
CLOC #11	ND	BLFDNDBC	Non Competitive	Belfield
CLOC #11	ND	BSMRNDBC	Competitive	Bismarck
CLOC #11	ND	CSLTNDBC	Competitive	Casselton
CLOC #11	ND	DCSNNDBC	Non Competitive	Dickinson
CLOC #11	ND	FARGNDBC	Competitive	Fargo
CLOC #11	ND	GDFRNDBC	Competitive	Grand Forks
CLOC #11	ND	GFABNDBC	Competitive	Grand Forks Air Base
CLOC #11	ND	GFTNNDBA	Non Competitive	Grafton
CLOC #11	ND	GRNRNDBC	Competitive	Gardner
CLOC #11	ND	HLBONDBC	Competitive	Hillsboro
CLOC #11	ND	HTTNNDBC	Competitive	Hatton
CLOC #11	ND	JMTWNDBC	Competitive	Jamestown
CLOC #11	ND	KNDRNDBC	Competitive	Kindred
CLOC #11	ND	LNRDNDMW	Competitive	Leonard
CLOC #11	ND	LRMRNDBA	Competitive	Larimore
CLOC #11	ND	MANVNDBC	Competitive	Manvel
CLOC #11	ND	MINTNDBA	Non Competitive	Minto
CLOC #11	ND	MNDNNDBA	Competitive	Mandan
CLOC #11	ND	MYVLNDBC	Competitive	Mayville
CLOC #11	ND	NWODNDBC	Competitive	Northwood
CLOC #11	ND	RYNLNDBC	Competitive	Reynolds

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	ND	THSNNDBC	Competitive	Thompson
CLOC #11	ND	VLCYNDBC	Competitive	Valley City
CLOC #11	ND	WFRGNDBC	Competitive	West Fargo
CLOC #11	ND	WHTNNDBC	Competitive	Wahpeton
CLOC #11	NE	ALNCNENW	Competitive	Alliance
CLOC #11	NE	ANWONENW	Competitive	Ainsworth
CLOC #11	NE	ATLNNENW	Competitive	Atlanta
CLOC #11	NE	ATSNNENW	Competitive	Atkinson
CLOC #11	NE	AXTLNENW	Competitive	Axtell
CLOC #11	NE	BGSPNENW	Competitive	Big Springs
CLOC #11	NE	BGTNNECO	Competitive	Bennington
CLOC #11	NE	BRKBNENW	Competitive	Broken Bow
CLOC #11	NE	BRPTNENW	Competitive	Bridgeport
CLOC #11	NE	CAIRNENW	Competitive	Cairo
CLOC #11	NE	CHDRNENW	Competitive	Chadron
CLOC #11	NE	CKSNNEUW	Non Competitive	Clarkson
CLOC #11	NE	CNCYNENW	Non Competitive	Central City
CLOC #11	NE	CRFRNENW	Competitive	Crawford
CLOC #11	NE	ELKHNENW	Competitive	Elkhorn
CLOC #11	NE	ELWDNENW	Competitive	Elwood
CLOC #11	NE	EMCKNENW	Competitive	Elm Creek
CLOC #11	NE	EMSNNENW	Non Competitive	Emerson
CLOC #11	NE	FRMTNENW	Competitive	Fremont
CLOC #11	NE	FRWLNENW	Competitive	Farwell
CLOC #11	NE	FUTNNENW	Non Competitive	Fullerton
CLOC #11	NE	GDISNENW	Competitive	Grand Island
CLOC #11	NE	GRETNENW	Competitive	Gretna
CLOC #11	NE	GTBGNENW	Competitive	Gothenburg
CLOC #11	NE	HLDGNENW	Competitive	Holdrege
CLOC #11	NE	HMPHNENW	Competitive	Humphrey
CLOC #11	NE	HOMRNENW	Competitive	Homer
CLOC #11	NE	HRSNNENW	Non Competitive	Harrison
CLOC #11	NE	HWLSNENW	Non Competitive	Howells
CLOC #11	NE	LARLNENW	Non Competitive	Laurel
CLOC #11	NE	LPCYNENW	Competitive	Loup City
CLOC #11	NE	LXTNNENW	Competitive	Lexington
CLOC #11	NE	LYNSNENW	Non Competitive	Lyons
CLOC #11	NE	MCCKNENW	Competitive	Mccook
CLOC #11	NE	MINDNENW	Competitive	Minden
CLOC #11	NE	NPLTNENW	Competitive	North Platte
CLOC #11	NE	NRFLNENW	Non Competitive	Norfolk
CLOC #11	NE	OGLLNENW	Competitive	Ogallala
CLOC #11	NE	OKLDNEUW	Non Competitive	Oakland
CLOC #11	NE	OMAHNE78	Competitive	Omaha
CLOC #11	NE	OMAHNE84	Competitive	Omaha
CLOC #11	NE	OMAHNE90	Competitive	Omaha
CLOC #11	NE	OMAHNEBE	Competitive	Bellevue
CLOC #11	NE	OMAHNECE	Competitive	Omaha
CLOC #11	NE	OMAHNEFO	Competitive	Omaha
CLOC #11	NE	OMAHNEFW	Competitive	Omaha
CLOC #11	NE	OMAHNEHA	Competitive	Omaha

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	NE	OMAHNEIZ	Competitive	Omaha
CLOC #11	NE	OMAHNENW	Competitive	Omaha
CLOC #11	NE	OMAHNEOS	Competitive	Omaha
CLOC #11	NE	ONELNENW	Competitive	O' Neill
CLOC #11	NE	OXFRNENW	Competitive	Oxford
CLOC #11	NE	PLGRNENW	Non Competitive	Pilger
CLOC #11	NE	PNDRNEUW	Non Competitive	Pender
CLOC #11	NE	RNDHNENW	Non Competitive	Randolph
CLOC #11	NE	SCHLNENW	Non Competitive	Schuyler
CLOC #11	NE	SDNYNENW	Competitive	Sidney
CLOC #11	NE	SLCKNENW	Non Competitive	Silver Creek
CLOC #11	NE	SPFDNENW	Competitive	Springfield
CLOC #11	NE	SSCYNENW	Competitive	South Sioux City
CLOC #11	NE	STLBNENW	Competitive	Saint Libory
CLOC #11	NE	STPLNENW	Competitive	Saint Paul
CLOC #11	NE	TKMHNENW	Non Competitive	Tekamah
CLOC #11	NE	VLLYNENW	Competitive	Valley
CLOC #11	NE	VLNTNENW	Competitive	Valentine
CLOC #11	NE	WAYNNEUW	Competitive	Wayne
CLOC #11	NE	WDRVNENW	Competitive	Wood River
CLOC #11	NE	WKFDNENW	Non Competitive	Wakefield
CLOC #11	NE	WSPNNENW	Competitive	West Point
CLOC #11	NM	ALBQNMAC	Competitive	Albuquerque
CLOC #11	NM	ALBQNMCR	Competitive	Albuquerque
CLOC #11	NM	ALBQNMEA	Competitive	Albuquerque
CLOC #11	NM	ALBQNMMA	Competitive	Albuquerque
CLOC #11	NM	ALBQNMNE	Competitive	Albuquerque
CLOC #11	NM	ALBQNMNO	Competitive	Albuquerque
CLOC #11	NM	ALBQNMRR	Competitive	Albuquerque
CLOC #11	NM	ALBQNMSM	Competitive	Albuquerque
CLOC #11	NM	ALBQNMSW	Competitive	Albuquerque
CLOC #11	NM	ALBQNMWE	Competitive	Albuquerque
CLOC #11	NM	ALMGNMMA	Competitive	Alamogordo
CLOC #11	NM	ALMGNMWE	Competitive	Holloman Afb
CLOC #11	NM	ANFRNMMA	Non Competitive	Angel Fire
CLOC #11	NM	ANTHNMMA	Non Competitive	Anthony
CLOC #11	NM	ARTSNMMA	Competitive	Artesia
CLOC #11	NM	AZTCNM03	Non Competitive	Aztec Main
CLOC #11	NM	AZTCNMBL	Non Competitive	Aztec South
CLOC #11	NM	BELNNMMA	Non Competitive	Belen
CLOC #11	NM	BRNLNMMA	Competitive	Bernalillo
CLOC #11	NM	BYRDNMMA	Competitive	Bayard
CLOC #11	NM	CHAPNMMA	Non Competitive	Chaparral
CLOC #11	NM	CLVSNMMA	Non Competitive	Clovis Main
CLOC #11	NM	CLVSNMWE	Non Competitive	Clovis West
CLOC #11	NM	CMRNNMMA	Non Competitive	Cimarron
CLOC #11	NM	DMNGNMMA	Non Competitive	Deming
CLOC #11	NM	ESTNNMMA	Non Competitive	Estancia
CLOC #11	NM	FRTNNMMA	Non Competitive	Farmington Main
CLOC #11	NM	FRTNNMWE	Non Competitive	Farmington West
CLOC #11	NM	GLLPNMEA	Non Competitive	Gallup East

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	NM	GLLPNMFW	Non Competitive	Gallup Ft Wingate
CLOC #11	NM	GLLPNMMA	Non Competitive	Gallup Main
CLOC #11	NM	GRNTNMMA	Competitive	Grants
CLOC #11	NM	HATCNMMA	Non Competitive	Hatch
CLOC #11	NM	LAACNM01	Competitive	Laguna-Acoma
CLOC #11	NM	LAMSNMMA	Non Competitive	La Mesa
CLOC #11	NM	LSALNMMA	Competitive	Los Alamos
CLOC #11	NM	LSALNMWR	Competitive	Los Alamos
CLOC #11	NM	LSCRNM16	Non Competitive	Las Cruces Amber Mesa
CLOC #11	NM	LSCRNMMA	Non Competitive	Las Cruces Main
CLOC #11	NM	LSCRNMTS	Non Competitive	Las Cruces Telshor
CLOC #11	NM	LSLNNMMA	Non Competitive	Los Lunas Main
CLOC #11	NM	LSLNNMNO	Non Competitive	Los Lunas North
CLOC #11	NM	LSVGNMMA	Non Competitive	Las Vegas
CLOC #11	NM	MRTYNMMA	Non Competitive	Moriarty
CLOC #11	NM	MTNRNMMA	Non Competitive	Mountainair
CLOC #11	NM	PNBLNMMA	Competitive	Pena Blanca
CLOC #11	NM	PNSCNMMA	Non Competitive	Penasco
CLOC #11	NM	PTLSNMMA	Non Competitive	Portales
CLOC #11	NM	QUSTNMMA	Non Competitive	Questa
CLOC #11	NM	RATNNMMA	Non Competitive	Raton
CLOC #11	NM	RDRVNMMA	Non Competitive	Red River
CLOC #11	NM	RSWLNMMA	Non Competitive	Roswell Main
CLOC #11	NM	RSWLNMSO	Non Competitive	Roswell South
CLOC #11	NM	SCRRNMMA	Non Competitive	Socorro
CLOC #11	NM	SLCYNMMA	Competitive	Silver City
CLOC #11	NM	SNFENM58	Competitive	Santa Fe
CLOC #11	NM	SNFENMMA	Competitive	Santa Fe
CLOC #11	NM	SNFENMNO	Competitive	Santa Fe
CLOC #11	NM	SNFENMSW	Competitive	Santa Fe
CLOC #11	NM	SNTSNMAA	Non Competitive	Santa Teresa
CLOC #11	NM	SPRNNMMA	Non Competitive	Springer
CLOC #11	NM	TAOSNMMA	Non Competitive	Taos Main
CLOC #11	NM	TAOSNMNO	Non Competitive	Arroyo Seco Taos North
CLOC #11	NM	TCMCNMMA	Non Competitive	Tucumcari
CLOC #11	NM	TJRSNMMA	Competitive	Tijeras
CLOC #11	OR	ADAROR21	Competitive	Adair
CLOC #11	OR	ALBYOR63	Competitive	Albany
CLOC #11	OR	ASLDOR55	Competitive	Ashland
CLOC #11	OR	ASTROR64	Competitive	Astoria
CLOC #11	OR	ATHNOR56	Competitive	Athena
CLOC #11	OR	BAKROR23	Competitive	Baker
CLOC #11	OR	BENDOR24	Competitive	Bend
CLOC #11	OR	BLBTOR01	Competitive	Black Butte
CLOC #11	OR	BLRVOR53	Competitive	Blue River
CLOC #11	OR	BURLOR62	Competitive	Burlington
CLOC #11	OR	CLCKOR53	Competitive	Culp Creek
CLOC #11	OR	CLVROR01	Competitive	Culver
CLOC #11	OR	CNBHOR64	Competitive	Cannon Beach
CLOC #11	OR	CNPNOR29	Competitive	Central Point
CLOC #11	OR	CRVSOR65	Competitive	Corvallis

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	OR	CTGVOR53	Competitive	Cottage Grove
CLOC #11	OR	DLLSOR58	Competitive	Dallas
CLOC #11	OR	EUGNOR28	Competitive	Eugene
CLOC #11	OR	EUGNOR53	Competitive	Eugene
CLOC #11	OR	FLCYOR58	Competitive	Falls City
CLOC #11	OR	FLRNOR53	Competitive	Florence
CLOC #11	OR	GLHLOR55	Competitive	Gold Hill
CLOC #11	OR	GRPSOR29	Competitive	Grants Pass
CLOC #11	OR	HMTNOR56	Competitive	Hermiston
CLOC #11	OR	INDPOR58	Competitive	Independence
CLOC #11	OR	JCVLOR56	Competitive	Jacksonville
CLOC #11	OR	JFSNOR63	Competitive	Jefferson
CLOC #11	OR	JNCYOR51	Competitive	Junction City
CLOC #11	OR	KLFLOR54	Competitive	Klamath Falls
CLOC #11	OR	LAPIOR52	Competitive	La Pine
CLOC #11	OR	LEBGOR54	Competitive	Leaburg
CLOC #11	OR	LKOSOR62	Competitive	Lake Oswego
CLOC #11	OR	LWLLOR53	Competitive	Lowell
CLOC #11	OR	MDFDOR33	Competitive	Medford
CLOC #11	OR	MDRSOR52	Competitive	Madras
CLOC #11	OR	MLTNOR56	Competitive	Milton
CLOC #11	OR	MLWKOR17	Competitive	Milwaukie
CLOC #11	OR	MPTNOR54	Competitive	Mapleton
CLOC #11	OR	MRCLOR53	Competitive	Marcola
CLOC #11	OR	NPLNOR62	Competitive	North Plains
CLOC #11	OR	NWPTOR35	Competitive	Newport
CLOC #11	OR	NYSSORXC	Competitive	Nyssa
CLOC #11	OR	OKRGOR01	Competitive	Oakridge
CLOC #11	OR	ONTRORXC	Competitive	Ontario
CLOC #11	OR	ORCYOR18	Competitive	Oregon City
CLOC #11	OR	ORSLORXC	Competitive	Oregon Slope
CLOC #11	OR	PHNXOR55	Competitive	Phoenix
CLOC #11	OR	PNTNOR56	Competitive	Pendleton
CLOC #11	OR	PRVLOR53	Competitive	Prineville
CLOC #11	OR	PTLDOR02	Competitive	Portland
CLOC #11	OR	PTLDOR08	Competitive	Portland
CLOC #11	OR	PTLDOR11	Competitive	Portland
CLOC #11	OR	PTLDOR12	Competitive	Portland
CLOC #11	OR	PTLDOR13	Competitive	Portland
CLOC #11	OR	PTLDOR14	Competitive	Portland
CLOC #11	OR	PTLDOR17	Competitive	Portland
CLOC #11	OR	PTLDOR18	Competitive	Portland
CLOC #11	OR	PTLDOR69	Competitive	Portland
CLOC #11	OR	RANROR01	Competitive	Rainier
CLOC #11	OR	RDMDOR01	Competitive	Redmond
CLOC #11	OR	RGRVOR55	Competitive	Rogue River
CLOC #11	OR	RSBGOR57	Competitive	Roseburg
CLOC #11	OR	SALMOR58	Competitive	Salem
CLOC #11	OR	SALMOR59	Competitive	Salem
CLOC #11	OR	SESDOR64	Competitive	Seaside
CLOC #11	OR	SLTZOR66	Competitive	Siletz

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	OR	SPFDOR01	Competitive	Springfield
CLOC #11	OR	SPRVOR02	Competitive	Spring River
CLOC #11	OR	SSTROR01	Competitive	Sisters
CLOC #11	OR	STFDOR56	Competitive	Stanfield
CLOC #11	OR	STHNOR40	Competitive	Saint Helens
CLOC #11	OR	STHROR58	Competitive	Sutherlin
CLOC #11	OR	TOLDOR66	Competitive	Toledo
CLOC #11	OR	UMTLOR57	Competitive	Umatilla
CLOC #11	OR	VALEORXC	Competitive	Vale
CLOC #11	OR	VENTOR54	Competitive	Veneta
CLOC #11	OR	WDBNOR59	Competitive	Woodburn
CLOC #11	OR	WNTNOR57	Competitive	Winston
CLOC #11	OR	WRSPOR52	Competitive	Warm Springs
CLOC #11	OR	WRTNOR64	Competitive	Warrenton
CLOC #11	OR	WSPTOR64	Competitive	Westport
CLOC #11	SD	ABRDSDCO	Competitive	Aberdeen
CLOC #11	SD	ARTNSDCO	Competitive	Arlington
CLOC #11	SD	BLFRSDCO	Competitive	Belle Fourche
CLOC #11	SD	BLHKSDCE	Competitive	Black Hawk
CLOC #11	SD	CAVRSDCO	Competitive	Cavour
CLOC #11	SD	CHBLSDCO	Competitive	Chamberlain
CLOC #11	SD	CLMNSDCO	Competitive	Colman
CLOC #11	SD	CNTNSDCO	Competitive	Canton
CLOC #11	SD	DDWDSDCO	Competitive	Deadwood
CLOC #11	SD	DESMSDCO	Competitive	De Smet
CLOC #11	SD	ELPNSDCO	Competitive	Elk Point
CLOC #11	SD	FLNDSDCO	Competitive	Flandreau
CLOC #11	SD	FTPRSDCE	Competitive	Fort Pierre
CLOC #11	SD	HLCYSDCO	Competitive	Hill City
CLOC #11	SD	HRBGSDCO	Competitive	Harrisburg
CLOC #11	SD	HURNSDCO	Competitive	Huron
CLOC #11	SD	IRQSSDCO	Competitive	Iroquois
CLOC #11	SD	LEADSDCO	Competitive	Lead
CLOC #11	SD	LKPRSDCO	Competitive	Lake Preston
CLOC #11	SD	MCINSDCO	Competitive	Mcintosh
CLOC #11	SD	MDSNSDCE	Competitive	Madison
CLOC #11	SD	MLBNSDCO	Competitive	Milbank
CLOC #11	SD	MLLRSDCO	Competitive	Miller
CLOC #11	SD	MRTWSDCO	Competitive	Morristown
CLOC #11	SD	MTCHSDCO	Competitive	Mitchell
CLOC #11	SD	PIRRSDCO	Competitive	Pierre
CLOC #11	SD	RDFDSDCO	Competitive	Redfield
CLOC #11	SD	RPCYSDCO	Competitive	Rapid City
CLOC #11	SD	RPVYSDCO	Competitive	Rapid Valley
CLOC #11	SD	SPRFSDCO	Competitive	Spearfish
CLOC #11	SD	STRGSDCO	Competitive	Sturgis
CLOC #11	SD	SXFLSDCO	Competitive	Sioux Falls
CLOC #11	SD	SXFLSDSE	Competitive	Sioux Falls
CLOC #11	SD	SXFLSDSW	Competitive	Sioux Falls
CLOC #11	SD	TEA SDCO	Competitive	Tea
CLOC #11	SD	TMLKSDCO	Non Competitive	Timber Lake

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	SD	VOLGSDCO	Competitive	Volga
CLOC #11	SD	VRMLSDCO	Competitive	Vermillion
CLOC #11	SD	WHWDSDCO	Competitive	Whitewood
CLOC #11	SD	WRWKSDCO	Competitive	Warwick
CLOC #11	SD	WTTWSDCO	Competitive	Watertown
CLOC #11	SD	YNTNSDCO	Competitive	Yankton
CLOC #11	UT	ALTAUTMA	Competitive	Alta
CLOC #11	UT	AMFKUTMA	Competitive	American Fork
CLOC #11	UT	BEVRUTMA	Competitive	Beaver
CLOC #11	UT	BGCYUTMA	Non Competitive	Brigham City
CLOC #11	UT	BNHDUTMA	Competitive	Brian Head
CLOC #11	UT	BNTFUTMA	Competitive	Bountiful
CLOC #11	UT	CDCYUTMA	Competitive	Cedar City
CLOC #11	UT	CLFDUTMA	Competitive	Clearfield
CLOC #11	UT	CRNNUTMA	Non Competitive	Corinne
CLOC #11	UT	CTWDUTMA	Competitive	Cottonwood
CLOC #11	UT	DRPRUTMA	Competitive	Draper
CLOC #11	UT	FRTNUTMA	Competitive	Farmington
CLOC #11	UT	GTVLUTMA	Competitive	Grantsville
CLOC #11	UT	HBCYUTMA	Non Competitive	Heber City
CLOC #11	UT	HLDYUTMA	Competitive	Holladay
CLOC #11	UT	HNVIUTMA	Competitive	Huntsville
CLOC #11	UT	HRCNUTMA	Competitive	Hurricane
CLOC #11	UT	HYRMUTMA	Competitive	Hyrum
CLOC #11	UT	KRNSUTMA	Competitive	Kearns
CLOC #11	UT	KYVLUTMA	Competitive	Kaysville
CLOC #11	UT	LEDSUTMA	Competitive	Leeds
CLOC #11	UT	LEHIUTMA	Competitive	Lehi
CLOC #11	UT	LOGNUTMA	Competitive	Logan
CLOC #11	UT	LYTNUTMA	Competitive	Layton
CLOC #11	UT	MAGNUTNM	Competitive	Magna
CLOC #11	UT	MDVAUTMA	Competitive	Midvale
CLOC #11	UT	MONRUTMA	Competitive	Monroe
CLOC #11	UT	MRGNUTMA	Non Competitive	Morgan
CLOC #11	UT	MRRYUTMA	Competitive	Murray
CLOC #11	UT	MTGNUTMA	Non Competitive	Mountain Green
CLOC #11	UT	NEPHUTMA	Competitive	Nephi
CLOC #11	UT	OGDNUTMA	Competitive	Ogden
CLOC #11	UT	OGDNUTNO	Competitive	Ogden
CLOC #11	UT	OGDNUTSO	Competitive	Ogden
CLOC #11	UT	OGDNUTWE	Competitive	Ogden
CLOC #11	UT	OREMUTMA	Competitive	Orem
CLOC #11	UT	PLGVUTMA	Competitive	Pleasant Grove
CLOC #11	UT	PRCYUTMA	Competitive	Park City
CLOC #11	UT	PROVUTMA	Competitive	Provo
CLOC #11	UT	PRWNUTMA	Competitive	Parowan
CLOC #11	UT	PYSNUTMA	Competitive	Payson
CLOC #11	UT	RCFDUTMA	Competitive	Richfield
CLOC #11	UT	RCMDUTMA	Competitive	Richmond
CLOC #11	UT	RVTNUTMA	Competitive	Riverton
CLOC #11	UT	SALMUTMA	Competitive	Salem

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	UT	SALNUTMA	Competitive	Salina
CLOC #11	UT	SLKCUTEA	Competitive	Salt Lake City
CLOC #11	UT	SLKCUTMA	Competitive	Salt Lake City
CLOC #11	UT	SLKCUTSO	Competitive	Salt Lake City
CLOC #11	UT	SLKCUTWE	Competitive	Salt Lake City
CLOC #11	UT	SMFDUTMA	Competitive	Smithfield
CLOC #11	UT	SNTQUTMA	Competitive	Santaquin
CLOC #11	UT	SPDLUTMA	Competitive	Springdale
CLOC #11	UT	SPFKUTMA	Competitive	Spanish Fork
CLOC #11	UT	SPVLUTMA	Competitive	Springville
CLOC #11	UT	STGRUTMA	Competitive	Saint George
CLOC #11	UT	TOOLUTMA	Competitive	Tooele
CLOC #11	UT	VEYOUTMA	Competitive	Veyo
CLOC #11	UT	WASHUTMA	Competitive	Washington
CLOC #11	UT	WJRDUTMA	Competitive	West Jordan
CLOC #11	WA	ABRDWA01	Non Competitive	Aberdeen
CLOC #11	WA	AUBNWA01	Competitive	Auburn
CLOC #11	WA	BCKLWA01	Competitive	Buckley
CLOC #11	WA	BDMDWA01	Competitive	Black Diamond
CLOC #11	WA	BLFRWA01	Non Competitive	Belfair
CLOC #11	WA	BLHMWA01	Competitive	Bellingham
CLOC #11	WA	BLHMWALU	Competitive	Bellingham
CLOC #11	WA	BLLVWAGL	Competitive	Bellevue
CLOC #11	WA	BLLVWASH	Competitive	Bellevue
CLOC #11	WA	BMTNWA01	Competitive	Bremerton
CLOC #11	WA	BNISWA01	Competitive	Bainbridge Island
CLOC #11	WA	BTLGWA01	Competitive	Battle Ground
CLOC #11	WA	BYLKWA01	Competitive	Bonney Lake
CLOC #11	WA	CENLWA01	Non Competitive	Centralia
CLOC #11	WA	CHHLWA01	Non Competitive	Chehalis
CLOC #11	WA	CLDMWA01	Competitive	Coulee Dam
CLOC #11	WA	CLELWA01	Non Competitive	Cle Elum
CLOC #11	WA	CLFXWA01	Competitive	Colfax
CLOC #11	WA	CLVLWA01	Competitive	Colville
CLOC #11	WA	COLBWA01	Competitive	Colby
CLOC #11	WA	CRMTWA01	Competitive	Crystal Mountain
CLOC #11	WA	CRSBWA01	Competitive	Crosby
CLOC #11	WA	CSRKWA01	Competitive	Castle Rock
CLOC #11	WA	DESMWA01	Competitive	Des Moines
CLOC #11	WA	DRPKWA01	Competitive	Deer Park
CLOC #11	WA	DYTNWA01	Non Competitive	Dayton
CLOC #11	WA	ELK WA01	Competitive	Elk
CLOC #11	WA	ENMCWA01	Competitive	Enumclaw
CLOC #11	WA	EPHRWA01	Non Competitive	Ephrata
CLOC #11	WA	ESTNWA01	Non Competitive	Easton
CLOC #11	WA	FDWYWA01	Competitive	Federal Way
CLOC #11	WA	GRBLWA01	Competitive	Green Bluff
CLOC #11	WA	GRHMWAGR	Competitive	Graham
CLOC #11	WA	HDPTWA01	Non Competitive	Hoodsport
CLOC #11	WA	ISQHWAEX	Competitive	Issaquah
CLOC #11	WA	JOYCWA01	Competitive	Joyce

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	WA	KENTWA01	Competitive	Kent
CLOC #11	WA	KENTWAME	Competitive	Kent
CLOC #11	WA	KENTWAOB	Competitive	Kent
CLOC #11	WA	LACYWA01	Competitive	Lacey
CLOC #11	WA	LBLKWA01	Competitive	Liberty Lake
CLOC #11	WA	LGVWWA02	Competitive	Longview
CLOC #11	WA	LNLKWA01	Competitive	Loon Lake
CLOC #11	WA	MPVYWAMV	Competitive	Maple Valley
CLOC #11	WA	MRISWA01	Competitive	Mercer Island
CLOC #11	WA	MSLKWA01	Non Competitive	Moses Lake Alder
CLOC #11	WA	MSLKWAAB	Non Competitive	Moses Lake Afb
CLOC #11	WA	NPRTWA01	Competitive	Northport
CLOC #11	WA	NPVNWA01	Non Competitive	Napavine
CLOC #11	WA	NWLKWA01	Competitive	Newman Lake
CLOC #11	WA	OCSHWA01	Non Competitive	Ocean Shores
CLOC #11	WA	OLYMWA02	Competitive	Olympia
CLOC #11	WA	OLYMWAEV	Competitive	Olympia
CLOC #11	WA	OMAKWA01	Non Competitive	Omak
CLOC #11	WA	ORCHWA01	Competitive	Orchards
CLOC #11	WA	ORVLWA01	Non Competitive	Oroville
CLOC #11	WA	OTHEWA01	Non Competitive	Othello
CLOC #11	WA	PASCWA01	Competitive	Pasco
CLOC #11	WA	PMRYWA01	Non Competitive	Pomeroy
CLOC #11	WA	PTANWA01	Competitive	Port Angeles
CLOC #11	WA	PTLWWA01	Competitive	Port Ludlow
CLOC #11	WA	PTORWAFE	Competitive	Port Orchard
CLOC #11	WA	PTRSWA01	Non Competitive	Pateros
CLOC #11	WA	PTTWWA01	Competitive	Port Townsend
CLOC #11	WA	PYLPWA01	Competitive	Puyallup
CLOC #11	WA	RDFDWA01	Competitive	Ridgefield
CLOC #11	WA	RNTNWA01	Competitive	Renton
CLOC #11	WA	ROCHWA01	Competitive	Rochester
CLOC #11	WA	ROY WA01	Competitive	Roy
CLOC #11	WA	SEQMWA01	Competitive	Sequim
CLOC #11	WA	SHTNWA01	Non Competitive	Shelton
CLOC #11	WA	SLDLWASI	Competitive	Silverdale
CLOC #11	WA	SMNRWA01	Competitive	Sumner
CLOC #11	WA	SNYSWA01	Competitive	Bremerton
CLOC #11	WA	SPDLWA01	Competitive	Springdale
CLOC #11	WA	SPKNWA01	Competitive	Spokane
CLOC #11	WA	SPKNWACH	Competitive	Spokane
CLOC #11	WA	SPKNWAFA	Competitive	Spokane
CLOC #11	WA	SPKNWAHD	Competitive	Spokane
CLOC #11	WA	SPKNWAKY	Competitive	Spokane
CLOC #11	WA	SPKNWAMO	Competitive	Spokane
CLOC #11	WA	SPKNWAWA	Competitive	Spokane
CLOC #11	WA	SPKNWAWH	Competitive	Spokane
CLOC #11	WA	STTLWA03	Competitive	Seattle
CLOC #11	WA	STTLWA04	Competitive	Seattle
CLOC #11	WA	STTLWA05	Competitive	Seattle
CLOC #11	WA	STTLWA06	Competitive	Seattle

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	WA	STTLWACA	Competitive	Seattle
CLOC #11	WA	STTLWACH	Competitive	Seattle
CLOC #11	WA	STTLWADU	Competitive	Seattle
CLOC #11	WA	STTLWAEL	Competitive	Seattle
CLOC #11	WA	STTLWALA	Competitive	Seattle
CLOC #11	WA	STTLWAPA	Competitive	Seattle
CLOC #11	WA	STTLWASU	Competitive	Seattle
CLOC #11	WA	STTLWAWE	Competitive	Seattle
CLOC #11	WA	TACMWAFA	Competitive	Tacoma
CLOC #11	WA	TACMWAFL	Competitive	Tacoma
CLOC #11	WA	TACMWAGF	Competitive	Tacoma
CLOC #11	WA	TACMWAJU	Competitive	Tacoma
CLOC #11	WA	TACMWALE	Competitive	Tacoma
CLOC #11	WA	TACMWALO	Competitive	Tacoma
CLOC #11	WA	TACMWASY	Competitive	Tacoma
CLOC #11	WA	TACMWAWA	Competitive	Tacoma
CLOC #11	WA	TACMWAWV	Competitive	Federal Way
CLOC #11	WA	VANCWA01	Competitive	Vancouver
CLOC #11	WA	VANCWANO	Competitive	Vancouver North
CLOC #11	WA	WLWLWA01	Competitive	Walla Walla
CLOC #11	WA	WNLCWA01	Non Competitive	Winlock
CLOC #11	WA	WRDNWA01	Non Competitive	Warden
CLOC #11	WA	WTBGWA01	Competitive	Waitsburg
CLOC #11	WA	YAKMWA02	Competitive	Yakima
CLOC #11	WA	YAKMWAWE	Competitive	Yakima
CLOC #11	WY	AFTNWYMA	Competitive	Afton
CLOC #11	WY	BFLOWYMA	Competitive	Buffalo
CLOC #11	WY	CHYNWYMA	Competitive	Cheyenne
CLOC #11	WY	CODYWYMA	Competitive	Cody
CLOC #11	WY	CSPRWYMA	Competitive	Casper
CLOC #11	WY	DGLSWYMA	Non Competitive	Douglas
CLOC #11	WY	DNRHWYMA	Competitive	Dayton-Ranchester
CLOC #11	WY	EVTNWYMA	Competitive	Evanston
CLOC #11	WY	GLNDWYMA	Non Competitive	Glendo
CLOC #11	WY	GLRKWYMA	Non Competitive	Glenrock
CLOC #11	WY	GLTTWYMA	Non Competitive	Gillette
CLOC #11	WY	GNRVWYMA	Competitive	Green River
CLOC #11	WY	JCSNWYMA	Competitive	Jackson
CLOC #11	WY	KMMRWYMA	Competitive	Kemmerer
CLOC #11	WY	LAKEWYMA	Competitive	Lake
CLOC #11	WY	LARMWYNM	Competitive	Laramie
CLOC #11	WY	LNDRWYMA	Competitive	Lander
CLOC #11	WY	LUSKWYMA	Non Competitive	Lusk
CLOC #11	WY	MMTHWYMA	Competitive	Mammoth
CLOC #11	WY	MORNWYMA	Competitive	Moran
CLOC #11	WY	OLFTWYMA	Competitive	Old Faithful
CLOC #11	WY	POWLWYMA	Competitive	Powell
CLOC #11	WY	RCSPWYMA	Competitive	Rock Springs
CLOC #11	WY	RVTNWYMA	Competitive	Riverton
CLOC #11	WY	RWLNWYMA	Competitive	Rawlins
CLOC #11	WY	SHRDWYMA	Competitive	Sheridan

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	WY	STRYWYMA	Competitive	Story
CLOC #11	WY	WHLDWYMA	Non Competitive	Wheatland
CLOC #11	WY	WRGHWYMA	Non Competitive	Wright
CLOC #2	AL	ABVLALXA	Non Competitive	Abbeville
CLOC #2	AL	ANDSALXA	Non Competitive	Andalusia
CLOC #2	AL	ARITALXA	Non Competitive	Ariton
CLOC #2	AL	BNKSALXA	Non Competitive	Banks
CLOC #2	AL	BRNDALXA	Non Competitive	Brundidge
CLOC #2	AL	BTLYALXA	Competitive	Brantley
CLOC #2	AL	CLIOALXA	Non Competitive	Clio
CLOC #2	AL	CLMAALXA	Competitive	Columbia
CLOC #2	AL	DLVLALXA	Non Competitive	Daleville
CLOC #2	AL	DOZRALXA	Competitive	Dozier
CLOC #2	AL	DTHNALXA	Competitive	Dothan
CLOC #2	AL	ECHOALXA	Non Competitive	Echo
CLOC #2	AL	ELBAALXA	Competitive	Elba
CLOC #2	AL	ENTRALXA	Competitive	Enterprise-Ft. Rucker
CLOC #2	AL	FRHMALXA	Non Competitive	Forest Home
CLOC #2	AL	GENVALXA	Competitive	Geneva
CLOC #2	AL	GNTTALXA	Non Competitive	Gantt
CLOC #2	AL	GNVLALXA	Non Competitive	Greenville
CLOC #2	AL	GRGNALXA	Non Competitive	Georgiana
CLOC #2	AL	HDLDALXA	Non Competitive	Headland
CLOC #2	AL	HRFRALXA	Competitive	Hartford
CLOC #2	AL	KSTNALXA	Competitive	Kinston
CLOC #2	AL	LSVLALXA	Non Competitive	Louisville
CLOC #2	AL	LVRNALXA	Competitive	Luverne
CLOC #2	AL	MCKNALXA	Non Competitive	Mckenzie
CLOC #2	AL	MLCYALXA	Non Competitive	Midland City
CLOC #2	AL	NWBCALXA	Competitive	New Brockton
CLOC #2	AL	NWTNALXA	Non Competitive	Newton
CLOC #2	AL	NWVIALXA	Non Competitive	Newville
CLOC #2	AL	OPP ALXA	Non Competitive	Opp
CLOC #2	AL	OZRKALXA	Non Competitive	Ozark
CLOC #2	AL	RDLVALXA	Non Competitive	Red Level
CLOC #2	AL	SCBOALXA	Competitive	Scottsboro
CLOC #2	AL	SECTALXA	Competitive	Section
CLOC #2	AL	SKLNALXA	Competitive	Skyline
CLOC #2	AL	SLCMALXA	Competitive	Slocomb
CLOC #2	AL	SMSNALXA	Competitive	Samson
CLOC #2	AL	WCBGALXA	Competitive	Wicksburg
CLOC #2	MO	ASLDMOXA	Competitive	Ashland
CLOC #2	MO	AVA MOXA	Non Competitive	Ava
CLOC #2	MO	CENLMOXA	Competitive	Centralia
CLOC #2	MO	CLMAMOXA	Competitive	Columbia
CLOC #2	MO	CLMAMOXB	Competitive	Columbia West
CLOC #2	MO	CLRKMOXA	Competitive	Clark
CLOC #2	MO	CRANMOXA	Non Competitive	Crane
CLOC #2	MO	HLVLMOXA	Competitive	Hallsville
CLOC #2	MO	MNFDMOXA	Non Competitive	Mansfield
CLOC #2	MO	RHPTMOXB	Competitive	Rocheport

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #2	MO	STGNMOXA	Competitive	Sturgeon
CLOC #3	AL	ACVLALXA	Non Competitive	Aliceville
CLOC #3	AL	ALBRALXA	Non Competitive	Alberta
CLOC #3	AL	ASLDALXA	Non Competitive	Ashland
CLOC #3	AL	BLBTALXA	Competitive	Bayou La Batre
CLOC #3	AL	BRILALXA	Non Competitive	Brilliant
CLOC #3	AL	BRRYALXA	Non Competitive	Berry
CLOC #3	AL	CFVLALXA	Non Competitive	Coffeeville
CLOC #3	AL	CHLFALXA	Non Competitive	Chulafinnee
CLOC #3	AL	CRTNALXA	Non Competitive	Carrollton
CLOC #3	AL	DBSPALXA	Non Competitive	Double Springs
CLOC #3	AL	DELTALXA	Non Competitive	Delta
CLOC #3	AL	DPISALXA	Competitive	Dauphin Island
CLOC #3	AL	DTRTALXA	Competitive	Detroit
CLOC #3	AL	ETVLALXA	Non Competitive	Ethelsville
CLOC #3	AL	FLVLALXA	Competitive	Falkville
CLOC #3	AL	FWRVALXA	Competitive	Fowl River
CLOC #3	AL	FYTTALXA	Non Competitive	Fayette
CLOC #3	AL	GDBAALXA	Competitive	Grand Bay
CLOC #3	AL	GORDALXA	Non Competitive	Gordo
CLOC #3	AL	GUINALXA	Non Competitive	Guin
CLOC #3	AL	HCBGALXA	Non Competitive	Hackleburg
CLOC #3	AL	HFLNALXA	Non Competitive	Heflin
CLOC #3	AL	HLVLALXA	Non Competitive	Haleyville
CLOC #3	AL	HMTNALXA	Non Competitive	Hamilton
CLOC #3	AL	IRSEALXA	Competitive	Irvington
CLOC #3	AL	JMSNALXA	Non Competitive	Jemison
CLOC #3	AL	LECTALXA	Non Competitive	Lecta
CLOC #3	AL	LNCLALXA	Non Competitive	Lincoln
CLOC #3	AL	LNVLALXA	Non Competitive	Lineville
CLOC #3	AL	MENTALXA	Competitive	Mentone
CLOC #3	AL	MRCRALXA	Non Competitive	Morrison Crossroad
CLOC #3	AL	MSSYALXA	Competitive	Massey
CLOC #3	AL	NTSLALXA	Competitive	Notasulga
CLOC #3	AL	ODRGALXA	Competitive	Oden Ridge
CLOC #3	AL	ORVLALXA	Competitive	Orrville
CLOC #3	AL	PANLALXA	Non Competitive	Panola
CLOC #3	AL	PHBLALXA	Competitive	Phil Campbell
CLOC #3	AL	PLCYALXA	Non Competitive	Pell City
CLOC #3	AL	PNHLALXA	Non Competitive	Pine Hill
CLOC #3	AL	RCFRALXA	Competitive	Rockford
CLOC #3	AL	RFRMALXA	Non Competitive	Reform
CLOC #3	AL	SLGNALXA	Competitive	Sulligent
CLOC #3	AL	THRSALXA	Non Competitive	Thorsby
CLOC #3	AL	TLLSALXA	Competitive	Tallassee
CLOC #3	AL	TSVLALXA	Competitive	Trussville
CLOC #3	AL	VERNALXA	Competitive	Vernon
CLOC #3	AL	VYHDALXA	Competitive	Valley Head
CLOC #3	AL	WDLDALXA	Non Competitive	Woodland
CLOC #3	AL	WDLYALXA	Non Competitive	Wadley
CLOC #3	AL	WEDWALXA	Non Competitive	Wedowee

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #3	AL	WNFDALXA	Non Competitive	Winfield
CLOC #3	MO	AGSTMOXA	Competitive	Augusta
CLOC #3	MO	ALTNMOXA	Non Competitive	Alton
CLOC #3	MO	BASNMOXA	Non Competitive	Branson
CLOC #3	MO	BASWMOXA	Non Competitive	Branson
CLOC #3	MO	BDYLMOXA	Non Competitive	Bradleyville
CLOC #3	MO	BFLOMOXA	Non Competitive	Buffalo
CLOC #3	MO	BLEYMOXA	Non Competitive	Blue Eye
CLOC #3	MO	BLLEMOXA	Non Competitive	Belle
CLOC #3	MO	BLNDMOXA	Non Competitive	Bland
CLOC #3	MO	BRBNMOXA	Competitive	Bourbon
CLOC #3	MO	CABLMOXA	Non Competitive	Cabool
CLOC #3	MO	CDCKMOXA	Non Competitive	Cedarcreek
CLOC #3	MO	CHMSMOXA	Non Competitive	Chamois
CLOC #3	MO	CLFDMOXA	Non Competitive	Caulfield
CLOC #3	MO	CNWYMOXA	Non Competitive	Conway
CLOC #3	MO	CPFRMOXA	Non Competitive	Cape Fair
CLOC #3	MO	CRTMMOXA	Non Competitive	Cross Timbers
CLOC #3	MO	CSVLMOXA	Competitive	Cassville
CLOC #3	MO	CUBAMOXA	Competitive	Cuba
CLOC #3	MO	DFNCMOXA	Competitive	Defiance
CLOC #3	MO	DORAMOXA	Non Competitive	Dora
CLOC #3	MO	DRDNMOXA	Competitive	Dardenne
CLOC #3	MO	EKLDMOXA	Non Competitive	Elkland
CLOC #3	MO	EXTRMOXA	Competitive	Exeter
CLOC #3	MO	FOLYMOXA	Competitive	Foley
CLOC #3	MO	FRLDMOXA	Non Competitive	Fordland
CLOC #3	MO	FRSTMOXA	Competitive	Foristell
CLOC #3	MO	FRSYMOXA	Non Competitive	Forsyth
CLOC #3	MO	GALNMOXA	Non Competitive	Galena
CLOC #3	MO	GSVLMOXA	Non Competitive	Gainesville
CLOC #3	MO	HGHLMOXA	Non Competitive	High Hill
CLOC #3	MO	HLDVMOXA	Competitive	Highlandville
CLOC #3	MO	HOLSMOXA	Competitive	Holstein
CLOC #3	MO	HRLYMOXA	Non Competitive	Hurley
CLOC #3	MO	HRMNMOXA	Non Competitive	Hermann
CLOC #3	MO	HRMTMOXA	Non Competitive	Hermitage
CLOC #3	MO	HWPNMOXB	Competitive	Hawk Point
CLOC #3	MO	JMTWMOXA	Non Competitive	Jamestown
CLOC #3	MO	JNBGMOXA	Competitive	Jonesburg
CLOC #3	MO	JNKNMOXA	Competitive	Jenkins
CLOC #3	MO	KMCYMOXA	Non Competitive	Kimberling City
CLOC #3	MO	KSHKMOXA	Non Competitive	Koshkonong
CLOC #3	MO	LEBGMOXA	Competitive	Leasburg
CLOC #3	MO	LSBGMOXA	Non Competitive	Louisburg
CLOC #3	MO	MANOMOXA	Competitive	Mano
CLOC #3	MO	MRFDMOXA	Non Competitive	Marshfield
CLOC #3	MO	MRSNMOXA	Non Competitive	Morrison
CLOC #3	MO	MSMLMOXA	Competitive	Moscow Mills
CLOC #3	MO	MTSTMOXA	Non Competitive	Mount Sterling
CLOC #3	MO	MTVLMOXA	Competitive	Marthasville

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #3	MO	MTVWMOXA	Non Competitive	Mountain View
CLOC #3	MO	NINGMOXA	Non Competitive	Niangua
CLOC #3	MO	NWMLMOXA	Competitive	New Melle
CLOC #3	MO	OFLNMOXA	Competitive	O'fallon
CLOC #3	MO	OLMRMOXA	Competitive	Old Monroe
CLOC #3	MO	OZRKMOXA	Competitive	Ozark
CLOC #3	MO	PRRHMOXA	Competitive	Prairie Home
CLOC #3	MO	PRTMMOXA	Non Competitive	Protem
CLOC #3	MO	PSBGMOXA	Non Competitive	Pittsburg
CLOC #3	MO	PSTNMOXA	Non Competitive	Preston
CLOC #3	MO	RCBHMOXA	Non Competitive	Rockaway Beach
CLOC #3	MO	RDSPMOXA	Non Competitive	Reeds Spring
CLOC #3	MO	SAFEMOXA	Non Competitive	Safe
CLOC #3	MO	SHKNMOXA	Competitive	Shell Knob
CLOC #3	MO	SMVIMOXA	Non Competitive	Summersville
CLOC #3	MO	SPRTMOXA	Competitive	Sparta
CLOC #3	MO	STJMMOXA	Non Competitive	Saint James
CLOC #3	MO	STPRMOXA	Competitive	Saint Peters
CLOC #3	MO	SYMRMOXA	Non Competitive	Seymour
CLOC #3	MO	THDSMOXA	Non Competitive	Theodosia
CLOC #3	MO	THVLMOXA	Non Competitive	Thomasville
CLOC #3	MO	THYRMOXA	Non Competitive	Thayer
CLOC #3	MO	TROYMOXA	Competitive	Troy
CLOC #3	MO	TXTNMOXA	Competitive	Truxton
CLOC #3	MO	URBNMOXA	Non Competitive	Urbana
CLOC #3	MO	VCHYMOXA	Non Competitive	Vichy
CLOC #3	MO	WASLMOXA	Non Competitive	Wasola
CLOC #3	MO	WLRGMOXA	Competitive	Wooldridge
CLOC #3	MO	WLSPMOXA	Non Competitive	Willow Springs
CLOC #3	MO	WNFDMOXA	Competitive	Winfield
CLOC #3	MO	WNVLMOXA	Competitive	Wentzville
CLOC #3	MO	WPLNMOXA	Non Competitive	West Plains
CLOC #3	MO	WRCYMOXA	Competitive	Wright City
CLOC #3	MO	WRTNMOXA	Competitive	Warrenton
CLOC #3	MO	WSBNMOXA	Competitive	Washburn
CLOC #3	MO	WTLDMOXA	Non Competitive	Wheatland
CLOC #6	AR	AGSTARXA	Non Competitive	Augusta
CLOC #6	AR	ALMAARXA	Competitive	Alma
CLOC #6	AR	ALMYARXA	Non Competitive	Almyra
CLOC #6	AR	ALTSARXA	Non Competitive	Altus
CLOC #6	AR	ASFLARXA	Non Competitive	Ash Flat
CLOC #6	AR	ATKNARXA	Competitive	Atkins
CLOC #6	AR	BAYYARXA	Competitive	Bay
CLOC #6	AR	BGRSARXA	Non Competitive	Biggers-Reyno
CLOC #6	AR	BLGVARXA	Competitive	Blooming Grove
CLOC #6	AR	BLKNARXA	Non Competitive	Bald Knob
CLOC #6	AR	BLVNARXA	Non Competitive	Blevins
CLOC #6	AR	BNVLARXA	Non Competitive	Booneville
CLOC #6	AR	BOLSARXA	Non Competitive	Boles
CLOC #6	AR	BRFRARXA	Non Competitive	Bradford
CLOC #6	AR	CABTARXA	Competitive	Cabot

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #6	AR	CHTNARXA	Non Competitive	Charleston
CLOC #6	AR	CHVGARXA	Non Competitive	Cherokee Village
CLOC #6	AR	CLDNARXA	Non Competitive	Clarendon
CLOC #6	AR	CLRKARXA	Non Competitive	Calico Rock
CLOC #6	AR	CLVLARXA	Non Competitive	Clarksville
CLOC #6	AR	CNTRARXA	Competitive	Centerton
CLOC #6	AR	CNVLARXA	Competitive	Centerville
CLOC #6	AR	COY ARXA	Competitive	Coy-Humnoke
CLOC #6	AR	CRLSARXA	Competitive	Carlisle
CLOC #6	AR	CRNGARXA	Competitive	Corning
CLOC #6	AR	CRVLARXA	Competitive	Carryville
CLOC #6	AR	CRWYARXA	Competitive	Caraway
CLOC #6	AR	CTNPARXA	Non Competitive	Cotton Plant
CLOC #6	AR	DDCYARXA	Non Competitive	Dodge City
CLOC #6	AR	DLPLARXA	Non Competitive	Delaplaine
CLOC #6	AR	DOVRARXA	Competitive	Dover
CLOC #6	AR	DRDNARXA	Competitive	Dardanelle
CLOC #6	AR	DSARARXA	Non Competitive	Des Arc
CLOC #6	AR	DUMSARXA	Non Competitive	Dumas
CLOC #6	AR	DVBLARXA	Non Competitive	De Valls Bluff
CLOC #6	AR	DWTTARXA	Non Competitive	De Witt
CLOC #6	AR	EMSPARXA	Competitive	Elm Springs
CLOC #6	AR	ENLDARXA	Competitive	England
CLOC #6	AR	EVSHARXA	Non Competitive	Evening Shade
CLOC #6	AR	FKLNARXA	Non Competitive	Franklin
CLOC #6	AR	GFVLARXA	Non Competitive	Griffithville
CLOC #6	AR	GLLTARXA	Non Competitive	Gillett
CLOC #6	AR	GMLLARXA	Non Competitive	Gamaliel
CLOC #6	AR	GNTRARXB	Competitive	Gentry
CLOC #6	AR	GNWDARXA	Competitive	Greenwood
CLOC #6	AR	GOLDARXA	Non Competitive	Gould
CLOC #6	AR	GRFDARXA	Competitive	Garfield
CLOC #6	AR	GTWYARXA	Competitive	Gateway
CLOC #6	AR	HAZNARXA	Non Competitive	Hazen
CLOC #6	AR	HCKTARXA	Competitive	Hackett
CLOC #6	AR	HCPLARXA	Non Competitive	Hickory Plains
CLOC #6	AR	HCTRARXA	Competitive	Hector
CLOC #6	AR	HLGVARXB	Non Competitive	Holly Grove
CLOC #6	AR	HMPHARXA	Non Competitive	Humphrey
CLOC #6	AR	HNSNARXA	Non Competitive	Henderson
CLOC #6	AR	HRBNARXA	Non Competitive	Horseshoe Bend
CLOC #6	AR	HRDYARXA	Non Competitive	Hardy
CLOC #6	AR	HTMNARXA	Non Competitive	Hartman
CLOC #6	AR	IMBDARXB	Non Competitive	Imboden
CLOC #6	AR	JCVLARXA	Competitive	Jacksonville Main
CLOC #6	AR	JCVLARXB	Competitive	Jacksonville West
CLOC #6	AR	JDSNARXA	Non Competitive	Judsonia
CLOC #6	AR	JESPARXA	Non Competitive	Jesup
CLOC #6	AR	JNCYARXA	Non Competitive	Junction City
CLOC #6	AR	KNBLARXA	Competitive	Knobel-Mcdougal
CLOC #6	AR	KNSTARXA	Non Competitive	Kensett

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #6	AR	LAMRARXA	Non Competitive	Lamar
CLOC #6	AR	LCVLARXA	Competitive	Leachville
CLOC #6	AR	LKCYARXA	Competitive	Lake City
CLOC #6	AR	LKVWARXA	Non Competitive	Lakeview
CLOC #6	AR	LNRDARXA	Competitive	Leonard
CLOC #6	AR	LONDARXA	Competitive	London
CLOC #6	AR	MANLARXA	Competitive	Manila
CLOC #6	AR	MCCRARXA	Non Competitive	McCrory
CLOC #6	AR	MCRAARXA	Non Competitive	Mcrae
CLOC #6	AR	MDLDARXA	Competitive	Midland
CLOC #6	AR	MDWYARXA	Non Competitive	Midway
CLOC #6	AR	MLBRARXA	Non Competitive	Melbourne
CLOC #6	AR	MLPNARXA	Non Competitive	Mallard Point
CLOC #6	AR	MMSPARXA	Non Competitive	Mammoth Spring
CLOC #6	AR	MNFDARXA	Competitive	Mansfield
CLOC #6	AR	MNPLARXA	Non Competitive	Mount Pleasant
CLOC #6	AR	MNTTARXA	Competitive	Monette
CLOC #6	AR	MRMDARXA	Non Competitive	Marmaduke
CLOC #6	AR	MRVLARXA	Non Competitive	Marvell
CLOC #6	AR	MTBGARXA	Competitive	Mountainburg
CLOC #6	AR	MTHOARXA	Non Competitive	Mountain Home
CLOC #6	AR	MYNRARXA	Non Competitive	Maynard
CLOC #6	AR	MYVLARXA	Non Competitive	Maysville
CLOC #6	AR	NRFRARXA	Non Competitive	Norfork
CLOC #6	AR	OXFRARXA	Non Competitive	Oxford
CLOC #6	AR	OZACARXA	Non Competitive	Williford-Ozark Acres
CLOC #6	AR	OZRKARXA	Non Competitive	Ozark
CLOC #6	AR	PARSARXA	Non Competitive	Paris
CLOC #6	AR	PCHNARXA	Non Competitive	Pocahontas
CLOC #6	AR	PERGARXA	Competitive	Pea Ridge
CLOC #6	AR	PGGTARXA	Competitive	Piggott
CLOC #6	AR	PLPLARXA	Non Competitive	Pleasant Plains
CLOC #6	AR	PLRDARXA	Competitive	Pollard
CLOC #6	AR	PRSCARXA	Non Competitive	Prescott
CLOC #6	AR	RCTRARXA	Competitive	Rector
CLOC #6	AR	RDFDARXB	Non Competitive	Redfield
CLOC #6	AR	RLVLARXA	Competitive	Russellville
CLOC #6	AR	ROE ARXA	Non Competitive	Roe-Ulm
CLOC #6	AR	RSTNARXA	Non Competitive	Rosston-Waterloo
CLOC #6	AR	RTCLARXA	Non Competitive	Ratcliff
CLOC #6	AR	SALSARXA	Non Competitive	Salus
CLOC #6	AR	SCCSARXA	Competitive	Success
CLOC #6	AR	SCTNARXA	Non Competitive	Scranton
CLOC #6	AR	SLFTARXA	Non Competitive	Salem
CLOC #6	AR	SLSPARXA	Competitive	Sulphur Springs
CLOC #6	AR	SMSPARXA	Competitive	Siloam Springs
CLOC #6	AR	STCHARXA	Non Competitive	Saint Charles
CLOC #6	AR	STCYARXA	Non Competitive	Star City
CLOC #6	AR	STTGARXB	Non Competitive	Stuttgart
CLOC #6	AR	SUBCARXA	Non Competitive	Subiaco
CLOC #6	AR	TAYLARXA	Non Competitive	Taylor

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #6	AR	TLLRARXA	Non Competitive	Tillar
CLOC #6	AR	TRFRARXA	Non Competitive	Tracy Ferry
CLOC #6	AR	TRMNARXA	Competitive	Trumann
CLOC #6	AR	VIOLARXA	Non Competitive	Viola
CLOC #6	AR	WALDARXA	Non Competitive	Waldo
CLOC #6	AR	WDRNARXA	Non Competitive	Waldron
CLOC #6	AR	WHTLARXA	Non Competitive	Wheatley
CLOC #6	AR	WHVLARXA	Non Competitive	Whiteville
CLOC #6	AR	WNSLARXA	Competitive	Winslow
CLOC #6	CO	ALSNCOXC	Non Competitive	Allison
CLOC #6	CO	MARVCOXC	Non Competitive	Marvel
CLOC #6	CO	PGSPCOXC	Non Competitive	Pagosa Springs
CLOC #6	CO	PGSPCOXW	Non Competitive	Pagosa Springs West
CLOC #6	IA	CHESIAXA	Competitive	Chester
CLOC #6	IA	PTVLIAXO	Competitive	Postville
CLOC #6	ID	LEDRIDXC	Competitive	Leadore
CLOC #6	ID	NFRKIDXC	Competitive	North Fork
CLOC #6	ID	SLMNIDXC	Competitive	Salmon
CLOC #6	IN	BKTNINXA	Competitive	Brookston
CLOC #6	IN	BTLGINXA	Competitive	Battle Ground
CLOC #6	IN	KMTNINXA	Competitive	Kempton
CLOC #6	IN	ODONINXA	Competitive	Odon
CLOC #6	LA	ARVLLAXA	Non Competitive	Arnaudville
CLOC #6	LA	ATHNLAXA	Non Competitive	Athens
CLOC #6	LA	BASLLAXA	Competitive	Basile
CLOC #6	LA	BDVLLAXA	Competitive	Bordelonville
CLOC #6	LA	BGCNLAXA	Non Competitive	Big Cane
CLOC #6	LA	BLCHLAXA	Competitive	Belcher
CLOC #6	LA	BRBRLAXA	Competitive	Breaux Bridge
CLOC #6	LA	CECLLAXA	Competitive	Cecilia
CLOC #6	LA	CHHMLAXA	Non Competitive	Chatham
CLOC #6	LA	CHORLAXA	Non Competitive	Choudrant
CLOC #6	LA	CHPNLAXA	Competitive	Church Point
CLOC #6	LA	CHTGLAXA	Competitive	Chataignier
CLOC #6	LA	CLCSLAXA	Non Competitive	Calcasieu
CLOC #6	LA	CNTNLAXA	Non Competitive	Cankton
CLOC #6	LA	CTPTLAXA	Competitive	Cottonport
CLOC #6	LA	CTVYLAXA	Competitive	Cotton Valley
CLOC #6	LA	DQNCLAXA	Competitive	Dequincy
CLOC #6	LA	ELTOLAXA	Competitive	Elton
CLOC #6	LA	FNTNLAXA	Competitive	Fenton
CLOC #6	LA	GLLMLAXA	Competitive	Gilliam
CLOC #6	LA	GLNMLAXA	Non Competitive	Glenmora
CLOC #6	LA	GNBGLAXA	Non Competitive	Greensburg
CLOC #6	LA	HAYSLAXA	Competitive	Hayes
CLOC #6	LA	HBRNLAXA	Non Competitive	Hebron
CLOC #6	LA	HNSNLAXA	Competitive	Henderson
CLOC #6	LA	HSTNLAXA	Competitive	Hosston
CLOC #6	LA	IDA LAXA	Competitive	Ida
CLOC #6	LA	IOTALAXA	Competitive	Iota
CLOC #6	LA	IOWALAXA	Competitive	Iowa

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #6	LA	JENALAXA	Competitive	Jena
CLOC #6	LA	KNDRLAXA	Competitive	Kinder
CLOC #6	LA	LCSNLAXA	Competitive	Lacassine
CLOC #6	LA	MAMOLAXA	Competitive	Mamou
CLOC #6	LA	MARNLAXA	Non Competitive	Marion
CLOC #6	LA	MNGHLAXA	Non Competitive	Mangham
CLOC #6	LA	MNSRLAXA	Competitive	Mansura
CLOC #6	LA	MOVLLAXA	Competitive	Moreauville
CLOC #6	LA	MTPLLAXA	Non Competitive	Montpelier
CLOC #6	LA	OBRLLAXA	Competitive	Oberlin
CLOC #6	LA	OKRGLAXA	Competitive	Oak Ridge
CLOC #6	LA	OLLALAXA	Competitive	Olla
CLOC #6	LA	PCVLLAXA	Competitive	Plaucheville
CLOC #6	LA	PLDNLAXA	Competitive	Plain Dealing
CLOC #6	LA	PNPRLAXA	Competitive	Pine Prairie
CLOC #6	LA	PRKSLAXA	Competitive	Parks
CLOC #6	LA	RDSSLAXA	Competitive	Rodessa
CLOC #6	LA	REVSLAXA	Competitive	Reeves
CLOC #6	LA	RGLYLAXA	Competitive	Ragley
CLOC #6	LA	RNGLLAXA	Non Competitive	Ringgold
CLOC #6	LA	RONKLAXA	Competitive	Roanoke
CLOC #6	LA	SHNGLAXA	Competitive	Shongaloo
CLOC #6	LA	SMPTLAXA	Competitive	Simmesport
CLOC #6	LA	SNSTLAXA	Non Competitive	Sunset
CLOC #6	LA	SPHLLAXA	Competitive	Springhill
CLOC #6	LA	SPHLLAXB	Competitive	Cullen
CLOC #6	LA	SPNCLAXA	Non Competitive	Spencer
CLOC #6	LA	SRPTLAXA	Competitive	Sarepta
CLOC #6	LA	STKSLAXA	Competitive	Starks
CLOC #6	LA	THWLLAXA	Competitive	Thornwell
CLOC #6	LA	TLLSLAXA	Competitive	Tullos
CLOC #6	LA	TRCKLAXA	Competitive	Turkey Creek
CLOC #6	LA	VIVNLAXA	Competitive	Vivian
CLOC #6	LA	VLPLLAXA	Competitive	Ville Platte
CLOC #6	LA	WLSHLAXA	Competitive	Welsh
CLOC #6	LA	WSNRLAXA	Non Competitive	Wisner
CLOC #6	MI	CDVLMIXG	Competitive	Cedarville
CLOC #6	MI	DETRMIXG	Competitive	De Tour
CLOC #6	MI	FLMOMIXI	Non Competitive	Falmouth
CLOC #6	MI	GLVRMIXG	Competitive	Gulliver
CLOC #6	MI	GRDNMIXG	Competitive	Garden
CLOC #6	MI	KGSLMIXI	Competitive	Kingsley
CLOC #6	MI	KNRSMIXG	Competitive	Kinross
CLOC #6	MI	MNTQMIXG	Competitive	Manistique
CLOC #6	MI	PKFDMIXG	Competitive	Pickford
CLOC #6	MI	RDYRMIXG	Competitive	Rudyard
CLOC #6	MO	SGMNMOXA	Competitive	Seligman
CLOC #6	MS	BYHLMSXA	Non Competitive	Byhalia
CLOC #6	MS	CHLHMSXA	Non Competitive	Chulahoma
CLOC #6	MS	OLBRMSXA	Competitive	Olive Branch
CLOC #6	NM	FNLKNMXC	Competitive	Fence Lake

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #6	NM	PECSNMXC	Non Competitive	Pecos
CLOC #6	NM	PNHLNMXC	Competitive	Pine Hill
CLOC #6	NM	RAMHNMXC	Non Competitive	Ramah
CLOC #6	NM	VNWGNMXC	Non Competitive	Vanderwagen
CLOC #6	NM	ZUNINMXC	Non Competitive	Zuni
CLOC #6	OK	CLCROKXA	Non Competitive	Colcord
CLOC #6	TN	ADVLTNXA	Competitive	Adamsville
CLOC #6	TN	APSNTNXA	Competitive	Apison
CLOC #6	TN	CLDLTNXA	Competitive	Collegedale
CLOC #6	TN	MDVLTNXA	Competitive	Milledgeville
CLOC #6	TN	NWTZTNXA	Non Competitive	New Tazewell
CLOC #6	TN	OLTWTNXA	Competitive	Ooltewah
CLOC #6	TN	SHCPTNXA	Competitive	Sharps Chapel/Claiborne
CLOC #6	TN	SHLHTNXA	Competitive	Shiloh-Yellow Creek
CLOC #6	TX	LKDLTXXA	Competitive	Lake Dallas
CLOC #6	TX	PTANTXXA	Competitive	Port Aransas
CLOC #6	WI	BLJTWIXA	Non Competitive	Boulder Junction
CLOC #6	WI	BNNTWIXA	Competitive	Bennett
CLOC #6	WI	BNWDWIXA	Competitive	Brantwood
CLOC #6	WI	BRNDWIXB	Competitive	Brandon
CLOC #6	WI	BRSLWIXA	Competitive	Brussels
CLOC #6	WI	CMBAWIXA	Competitive	Cambria
CLOC #6	WI	DNBRWIXA	Non Competitive	Danbury
CLOC #6	WI	DRLDWIXA	Competitive	Dairyland
CLOC #6	WI	EGPTWIXA	Competitive	Eagle Point
CLOC #6	WI	FLRVWIXA	Competitive	Fall River
CLOC #6	WI	FRDRWIXA	Competitive	Frederic
CLOC #6	WI	FSVLWIXA	Competitive	Forestville
CLOC #6	WI	FTVLWIXA	Competitive	Footville
CLOC #6	WI	FXLKWIXA	Competitive	Fox Lake
CLOC #6	WI	GLFLWIXA	Competitive	Glen Flora
CLOC #6	WI	GLMNWIXA	Non Competitive	Gilman
CLOC #6	WI	GLSNWIXA	Competitive	Gleason
CLOC #6	WI	GRDNWIXA	Competitive	Gordon
CLOC #6	WI	HLCMWIXA	Competitive	Holcombe
CLOC #6	WI	HMNDWIXB	Competitive	Hammond
CLOC #6	WI	HWKNWIXA	Competitive	Hawkins
CLOC #6	WI	JMFLWIXA	Competitive	Jim Falls
CLOC #6	WI	JMRVWIXA	Non Competitive	Jump River
CLOC #6	WI	KENNWIXA	Competitive	Kennan
CLOC #6	WI	LEWSWIXA	Competitive	Lewis
CLOC #6	WI	LKNBWIXA	Competitive	Lake Nebagamon
CLOC #6	WI	LRSNWIXA	Competitive	Larsen
CLOC #6	WI	LTSTWIXA	Competitive	Little Sturgeon
CLOC #6	WI	MNNGWIXA	Competitive	Minong
CLOC #6	WI	MNWRWIXA	Non Competitive	Manitowish Waters
CLOC #6	WI	MRCRWIXA	Non Competitive	Mercer
CLOC #6	WI	OGEMWIXA	Competitive	Ogema
CLOC #6	WI	OSCLWIXA	Competitive	Osceola/Dresser
CLOC #6	WI	PPLRWIXA	Competitive	Poplar
CLOC #6	WI	PRISWIXA	Non Competitive	Presque Isle

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #6	WI	RDFDWIXA	Competitive	Readfield
CLOC #6	WI	RIO WIXA	Competitive	Rio
CLOC #6	WI	RNDHWIXB	Competitive	Randolph
CLOC #6	WI	SARNWIXA	Competitive	Sarona
CLOC #6	WI	SHLKWIXA	Competitive	Shell Lake
CLOC #6	WI	SHLNWIXA	Competitive	Sheldon
CLOC #6	WI	SLSPWIXA	Competitive	Solon Springs
CLOC #6	WI	SPSTWIXA	Non Competitive	Springstead
CLOC #6	WI	TTLKWIXA	Competitive	Turtle Lake
CLOC #6	WI	WBLKWIXA	Non Competitive	Webb Lake
CLOC #6	WI	WBSTWIXA	Non Competitive	Webster
CLOC #6	WI	WYSDWIXA	Competitive	Wayside
CLOC #7	AL	BNSCALXA	Competitive	Bon Secour
CLOC #7	AL	ELBTALXA	Competitive	Elberta
CLOC #7	AL	ELBTALXB	Competitive	Elberta South
CLOC #7	AL	FOLYALXA	Competitive	Foley
CLOC #7	AL	FOLYALXB	Competitive	Foley South
CLOC #7	AL	FTMRALXA	Competitive	Fort Morgan
CLOC #7	AL	FTMRALXB	Competitive	Fort Morgan West
CLOC #7	AL	GLSHALXA	Competitive	Gulf Shores
CLOC #7	AL	GLSHALXB	Competitive	West Beach
CLOC #7	AL	LLLNALXA	Competitive	Lillian
CLOC #7	AL	LLLNALXB	Competitive	Lillian South
CLOC #7	AL	LXLYALXA	Competitive	Loxley
CLOC #7	AL	LXLYALXB	Competitive	Loxley East
CLOC #7	AL	MGSPALXA	Competitive	Magnolia Springs
CLOC #7	AL	MRLWALXA	Competitive	Marlow
CLOC #7	AL	ORBHALXA	Competitive	Orange Beach
CLOC #7	AL	ORBHALXC	Competitive	Orange Beach East
CLOC #7	AL	ORBHALXD	Competitive	Orange Beach West
CLOC #7	AL	RBDLALXA	Competitive	Robertsdale
CLOC #7	AL	RBDLALXB	Competitive	Robertsdale West
CLOC #7	AL	SMNLALXA	Competitive	Seminole
CLOC #7	AL	SMNLALXB	Competitive	Seminole West
CLOC #7	AL	SRDLALXA	Competitive	Summerdale
CLOC #7	GA	HNVLGAXA	Competitive	Hinesville
CLOC #7	GA	KLLRGAXA	Competitive	Keller
CLOC #7	GA	MDWYGAXA	Competitive	Midway
CLOC #7	GA	RMHLGAXA	Competitive	Richmond Hill
CLOC #7	IL	AVONILXD	Non Competitive	Avon
CLOC #7	IL	CMRNILXD	Competitive	Cameron
CLOC #7	IL	DIXNILXA	Non Competitive	Dixon
CLOC #7	IL	FRCYILXD	Non Competitive	Forest City
CLOC #7	IL	GLBGILXD	Competitive	Galesburg
CLOC #7	IL	GNVYILXD	Competitive	Green Valley
CLOC #7	IL	GRDTILXA	Non Competitive	Grand Detour
CLOC #7	IL	HAVNILXD	Non Competitive	Havana
CLOC #7	IL	HRMNILXA	Non Competitive	Harmon
CLOC #7	IL	KNVLILXD	Competitive	Knoxville
CLOC #7	IL	LACNILXD	Competitive	Lacon
CLOC #7	IL	MANTILXD	Non Competitive	Manito

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #7	IL	MTCAILXA	Competitive	Mount Carroll
CLOC #7	IL	NLSNILXA	Non Competitive	Nelson
CLOC #7	IL	NPKNILXN	Competitive	North Pekin
CLOC #7	IL	PEKNILXD	Competitive	Pekin
CLOC #7	IL	SPKNILXS	Competitive	South Pekin
CLOC #7	IL	SVNNILXA	Competitive	Savanna
CLOC #7	IL	THSNILXA	Competitive	Thomson
CLOC #7	IL	TLBTILXD	Competitive	Talbott
CLOC #7	IL	TPKAILXD	Non Competitive	Topeka
CLOC #7	IL	WATGILXD	Competitive	Wataga
CLOC #7	NC	GTWDNCMA	Competitive	Gatewood
CLOC #7	NC	MEBNNCXA	Competitive	Mebane
CLOC #7	NC	MLTNNCMA	Competitive	Milton
CLOC #8	CA	PNCKCAXN	Non Competitive	New Pine Creek
CLOC #8	CO	AKRNCOXC	Competitive	Akron
CLOC #8	CO	ANTTCOXC	Non Competitive	Antonito
CLOC #8	CO	BASNCOXC	Non Competitive	Branson
CLOC #8	CO	BRGRCOXC	Non Competitive	Bristol Granada
CLOC #8	CO	BURLCOXC	Competitive	Burlington
CLOC #8	CO	CAMPCOXC	Non Competitive	Campo
CLOC #8	CO	CHRWCOXC	Non Competitive	Cheraw
CLOC #8	CO	CHWLCOXC	Competitive	Cheyenne Wells
CLOC #8	CO	CNTRCOXC	Competitive	Center
CLOC #8	CO	COBNCOXC	Competitive	Collbran
CLOC #8	CO	CREDCOXC	Non Competitive	Creede
CLOC #8	CO	DLRSCOXC	Non Competitive	Dolores
CLOC #8	CO	DNSRCOXC	Competitive	Dinosaur
CLOC #8	CO	DVCKCOXC	Non Competitive	Dove Creek
CLOC #8	CO	EAGLCOXC	Non Competitive	Eagle
CLOC #8	CO	EDWRCOXC	Non Competitive	Edwards
CLOC #8	CO	FWLRCOXC	Non Competitive	Fowler
CLOC #8	CO	GFFYCOXA	Competitive	Pike Trails
CLOC #8	CO	GRNRCOXC	Competitive	Gardner
CLOC #8	CO	GYPSCOXC	Non Competitive	Gypsum
CLOC #8	CO	HLLYCOXC	Non Competitive	Holly
CLOC #8	CO	HWRDCOXC	Competitive	Howard
CLOC #8	CO	IGNCCOXC	Non Competitive	Ignacio
CLOC #8	CO	LAJRCOXC	Non Competitive	La Jara
CLOC #8	CO	LAMRCOXC	Non Competitive	Lamar
CLOC #8	CO	LAVTCOXC	Competitive	La Veta
CLOC #8	CO	LJNTCOXC	Non Competitive	La Junta
CLOC #8	CO	LKCYCOXC	Non Competitive	Lake City
CLOC #8	CO	LKGRCOXC	Competitive	Lake George
CLOC #8	CO	LSANCOXC	Non Competitive	Las Animas
CLOC #8	CO	MCCYCOXC	Non Competitive	McCoy
CLOC #8	CO	MESACOXC	Competitive	Mesa
CLOC #8	CO	MNSSCOXC	Non Competitive	Manassa
CLOC #8	CO	MNZNCOXC	Non Competitive	Manzanola
CLOC #8	CO	MYBLCOXC	Competitive	Maybell
CLOC #8	CO	NRWDCOXC	Competitive	Norwood
CLOC #8	CO	ORWYCOXC	Non Competitive	Ordway

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #8	CO	OTISCOXC	Competitive	Otis
CLOC #8	CO	RCFRCOXC	Non Competitive	Rocky Ford
CLOC #8	CO	RFLKCOXC	Competitive	Red Feathers Lake
CLOC #8	CO	RNGLCOXC	Competitive	Rangely
CLOC #8	CO	SGCHCOXC	Competitive	Saguache
CLOC #8	CO	SNLSCOXC	Non Competitive	San Luis
CLOC #8	CO	SPFDCOXC	Non Competitive	Springfield
CLOC #8	CO	SRTNCOXC	Competitive	Stratton
CLOC #8	CO	TWBTCOXC	Non Competitive	Two Buttes
CLOC #8	CO	WCLFCOXC	Non Competitive	Westcliffe
CLOC #8	CO	WILYCOXC	Non Competitive	Wiley
CLOC #8	CO	WLDNCOXC	Non Competitive	Walden
CLOC #8	CO	WLSHCOXC	Non Competitive	Walsh
CLOC #8	CO	WRAYCOXC	Competitive	Wray
CLOC #8	CO	WSTNCOXC	Non Competitive	Weston
CLOC #8	CO	YUMACOXC	Competitive	Yuma
CLOC #8	ID	BRUNIDXC	Non Competitive	Bruneau-Grasmere Riddle
CLOC #8	ID	GRVWIDXC	Non Competitive	Grand View
CLOC #8	ID	RCFDIDXC	Non Competitive	Richfield
CLOC #8	MN	BDTTMNXA	Competitive	Baudette
CLOC #8	MN	BRDSMNXA	Competitive	Beardsley
CLOC #8	MN	BRWSMNXA	Competitive	Brewster
CLOC #8	MN	BVCKMNXA	Competitive	Beaver Creek
CLOC #8	MN	CLTNMNXA	Competitive	Clinton
CLOC #8	MN	CMPBMNXA	Competitive	Campbell
CLOC #8	MN	DUNDMNXA	Competitive	Dundee
CLOC #8	MN	FRFXMNXA	Non Competitive	Fairfax
CLOC #8	MN	FULDMNXA	Competitive	Fulda
CLOC #8	MN	GBBNMNXA	Competitive	Gibbon
CLOC #8	MN	GCVLMNXA	Competitive	Graceville
CLOC #8	MN	GNTRMNXA	Competitive	Gunflint Trail
CLOC #8	MN	HLCYMNXA	Non Competitive	Hill City
CLOC #8	MN	HMBLMNXA	Competitive	Humboldt
CLOC #8	MN	HRLKMNXA	Competitive	Heron Lake
CLOC #8	MN	HVLDMNXA	Competitive	Hovland
CLOC #8	MN	ITSPMNXA	Competitive	Itasca State Park
CLOC #8	MN	JFRSMNXA	Competitive	Jeffers-Stroden
CLOC #8	MN	KLLGMNXA	Competitive	Kellogg
CLOC #8	MN	LFYTMNXA	Competitive	Lafayette
CLOC #8	MN	LMTNMNXA	Competitive	Lamberton
CLOC #8	MN	MNETMNXA	Competitive	Minneota
CLOC #8	MN	ORR MNXA	Competitive	Orr
CLOC #8	MN	PIRZMNXA	Competitive	Pierz
CLOC #8	MN	PSTNMNXA	Competitive	Preston
CLOC #8	MN	RNLKMNXA	Competitive	Round Lake
CLOC #8	MN	RNVLMNXA	Non Competitive	Renville
CLOC #8	MN	ROSEMNXA	Competitive	Roseau
CLOC #8	MN	RSHMMNXA	Competitive	Rushmore
CLOC #8	MN	SPVYMNXA	Competitive	Spring Valley
CLOC #8	MN	WLMTMNXA	Competitive	Wilmont
CLOC #8	MN	WRRDMNXA	Competitive	Warroad

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #8	MN	WSBKMNXA	Competitive	Westbrook
CLOC #8	MT	BGFKMTXC	Competitive	Bigfork
CLOC #8	MT	CLFLMTXC	Competitive	Columbia Falls
CLOC #8	MT	ELMOMTXC	Competitive	Elmo
CLOC #8	MT	FNPTMTXC	Competitive	Finley Point
CLOC #8	MT	HNHRMTXC	Competitive	Hungry Horse
CLOC #8	MT	KLSLMTXC	Competitive	Kalispell
CLOC #8	MT	LKSDMTXC	Competitive	Lakeside
CLOC #8	MT	MARNMTXC	Competitive	Marion-Mcgregor Lake
CLOC #8	MT	OLNYMTXC	Competitive	Olney
CLOC #8	MT	PLSNMTXC	Competitive	Polson
CLOC #8	MT	SMRSMTXC	Competitive	Somers
CLOC #8	MT	SWLKMTXC	Competitive	Swan Lake
CLOC #8	MT	WHFSMTXC	Competitive	Whitefish
CLOC #8	MT	YLBYMTXC	Competitive	Yellow Bay
CLOC #8	NV	OWYHNVXF	Non Competitive	Owyhee-Mountain City
CLOC #8	OR	AURRORXA	Competitive	Aurora
CLOC #8	OR	BDMNORXA	Non Competitive	Boardman
CLOC #8	OR	BLY ORXA	Competitive	Bly
CLOC #8	OR	BNNZORXA	Competitive	Bonanza
CLOC #8	OR	BRNSORXA	Non Competitive	Burns
CLOC #8	OR	BWVLORXX	Competitive	Brownsville
CLOC #8	OR	CHBUORXA	Competitive	Charbonneau
CLOC #8	OR	CHLQORXA	Competitive	Chiloquin
CLOC #8	OR	CHMLORXX	Competitive	Chemult
CLOC #8	OR	CMVYORXA	Competitive	Camas Valley
CLOC #8	OR	CRWLORXA	Competitive	Creswell
CLOC #8	OR	DPBYORXX	Competitive	Depoe Bay
CLOC #8	OR	DRANORXA	Competitive	Drain
CLOC #8	OR	DURKORXA	Competitive	Durkee
CLOC #8	OR	ECHOORXA	Competitive	Echo
CLOC #8	OR	FOSLORXA	Non Competitive	Fossil
CLOC #8	OR	FTKLORXX	Competitive	Fort Klamath
CLOC #8	OR	GLCHORXA	Competitive	Gilchrist
CLOC #8	OR	GLIDORXA	Competitive	Glide
CLOC #8	OR	GLNNORXA	Competitive	Gleneden Beach
CLOC #8	OR	GVCMORXA	Competitive	Government Camp
CLOC #8	OR	HNTNORXA	Competitive	Huntington
CLOC #8	OR	HPNRORXA	Non Competitive	Heppner
CLOC #8	OR	IONEORXA	Non Competitive	Ione
CLOC #8	OR	JEWLORXA	Competitive	Jewell
CLOC #8	OR	JHDYORXA	Non Competitive	John Day
CLOC #8	OR	KNPPORXA	Competitive	Knappa
CLOC #8	OR	LBNNORXB	Competitive	Lebanon
CLOC #8	OR	LGCKORXX	Non Competitive	Long Creek
CLOC #8	OR	LKVWORXX	Non Competitive	Lakeview
CLOC #8	OR	LXTNORXA	Non Competitive	Lexington
CLOC #8	OR	MALNORXA	Competitive	Malin
CLOC #8	OR	MAUPORXA	Competitive	Maupin
CLOC #8	OR	MNMTORXX	Non Competitive	Monument
CLOC #8	OR	MRRLORXA	Competitive	Merrill

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #8	OR	MTCHORXA	Non Competitive	Mitchell
CLOC #8	OR	NHRCORXA	Non Competitive	North Harney County
CLOC #8	OR	NPWRORXA	Competitive	North Powder
CLOC #8	OR	NRUPORXA	Competitive	North Umpqua
CLOC #8	OR	PALNORXX	Competitive	Paulina
CLOC #8	OR	PLRKORXX	Competitive	Pilot Rock
CLOC #8	OR	PNGVORXX	Competitive	Pine Grove
CLOC #8	OR	PSLYORXX	Non Competitive	Paisley
CLOC #8	OR	RCPNORXA	Competitive	Rocky Point
CLOC #8	OR	SCPPORXA	Competitive	Scappoose
CLOC #8	OR	SENCORXA	Non Competitive	Seneca
CLOC #8	OR	SHDDORXA	Competitive	Shedd
CLOC #8	OR	SLLKORXX	Non Competitive	Silver Lake
CLOC #8	OR	SPRYORXX	Non Competitive	Spray
CLOC #8	OR	SRRVORXA	Competitive	Sprague River
CLOC #8	OR	SWTHORXX	Competitive	Sweet Home
CLOC #8	OR	TYVYORXA	Competitive	Tygh Valley
CLOC #8	OR	UKIHORXX	Competitive	Ukiah
CLOC #8	OR	WAMCORXB	Competitive	Wamic
CLOC #8	OR	YNCLORXA	Competitive	Yoncalla
CLOC #8	TX	SMRCTXXA	Competitive	San Marcos
CLOC #8	WA	ALMRWAXA	Non Competitive	Almira
CLOC #8	WA	ARLTWAXX	Competitive	Arletta
CLOC #8	WA	ASFDWAXA	Competitive	Ashford
CLOC #8	WA	ASLKWAXA	Competitive	Ames Lake
CLOC #8	WA	BLKIWAXX	Non Competitive	Blakely Island
CLOC #8	WA	BSCTWAXX	Competitive	Basin City
CLOC #8	WA	CETNWAXX	Non Competitive	Creston
CLOC #8	WA	CHNYWAXC	Competitive	Cheney
CLOC #8	WA	CHWLWAXX	Competitive	Chewelah
CLOC #8	WA	CLBYWAXX	Competitive	Clallam Bay
CLOC #8	WA	CLCYWAXA	Non Competitive	Coulee City
CLOC #8	WA	CLWRWAXA	Competitive	Clearwater
CLOC #8	WA	CNNLWAXA	Competitive	Connell
CLOC #8	WA	CRNTWAXX	Competitive	Carnation
CLOC #8	WA	CRTSWAXA	Non Competitive	Curtis
CLOC #8	WA	CTHLWAXA	Non Competitive	Cathlamet
CLOC #8	WA	CWCHWAXX	Competitive	Cowiche
CLOC #8	WA	DVPTWAXX	Non Competitive	Davenport
CLOC #8	WA	EDWLWAXA	Non Competitive	Edwall-Tyler
CLOC #8	WA	ELMAWAXA	Non Competitive	Elma
CLOC #8	WA	ELTPWAXX	Competitive	Eltopia
CLOC #8	WA	ESNDWAXA	Non Competitive	Eastsound
CLOC #8	WA	EURKWAXA	Competitive	Eureka
CLOC #8	WA	FLCYWAXX	Competitive	Fall City
CLOC #8	WA	FRHRWAXA	Non Competitive	Friday Harbor
CLOC #8	WA	FRKSWAXA	Competitive	Forks
CLOC #8	WA	GGHRWAXA	Competitive	Gig Harbor
CLOC #8	WA	HMPLWAXA	Non Competitive	Humptulips
CLOC #8	WA	HRTNWAXA	Non Competitive	Harrington
CLOC #8	WA	ICHLWAXA	Competitive	Hunters

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #8	WA	KGTNWAXA	Competitive	Kingston
CLOC #8	WA	KHLTWAXA	Competitive	Kahlotus
CLOC #8	WA	KTFLWAXA	Competitive	Kettle Falls
CLOC #8	WA	LINDWAXA	Non Competitive	Lind
CLOC #8	WA	LKBYWAXA	Competitive	Lakebay
CLOC #8	WA	LKQNWAXA	Non Competitive	Lake Quinault
CLOC #8	WA	LNBHWAXA	Non Competitive	Long Beach
CLOC #8	WA	LOPZWAXX	Non Competitive	Lopez
CLOC #8	WA	MCCLWAXA	Non Competitive	McCleary
CLOC #8	WA	MDLKWAXX	Competitive	Medical Lake
CLOC #8	WA	MESAWAXX	Competitive	Mesa
CLOC #8	WA	MNTSWAXA	Non Competitive	Montesano
CLOC #8	WA	MRTNWAXX	Non Competitive	Morton
CLOC #8	WA	MTCOWAXX	Competitive	Mathews Corner
CLOC #8	WA	NBNDWAXA	Competitive	North Bend
CLOC #8	WA	NHBYWAXX	Competitive	Neah Bay
CLOC #8	WA	NSPLWAXA	Non Competitive	Nespelem
CLOC #8	WA	OCPKWAXX	Non Competitive	Ocean Park
CLOC #8	WA	OCSTWAXA	Non Competitive	Ocosta
CLOC #8	WA	ODSSWAXA	Non Competitive	Odessa
CLOC #8	WA	ORNGWAXA	Competitive	Orting
CLOC #8	WA	PCBHWAXA	Non Competitive	Pacific Beach
CLOC #8	WA	PCKWWAXX	Non Competitive	Packwood
CLOC #8	WA	PEELWAXA	Non Competitive	Pe Ell
CLOC #8	WA	PGISWAXX	Non Competitive	Puget Island
CLOC #8	WA	RANDWAXX	Non Competitive	Randle
CLOC #8	WA	RMRKWAXA	Competitive	Rimrock
CLOC #8	WA	RRDNWAXX	Non Competitive	Reardan
CLOC #8	WA	RTVLWAXA	Non Competitive	Ritzville
CLOC #8	WA	RYCYWAXA	Non Competitive	Royal City
CLOC #8	WA	RYMNWAXA	Non Competitive	Raymond
CLOC #8	WA	SBNDWAXA	Non Competitive	South Bend
CLOC #8	WA	SNPSWAXA	Competitive	Snoqualmie Pass
CLOC #8	WA	SPNGWAXA	Competitive	Spangle
CLOC #8	WA	SPRGWAXA	Non Competitive	Sprague
CLOC #8	WA	SPRRWAXX	Competitive	South Prairie
CLOC #8	WA	STRBWAXA	Non Competitive	Starbuck
CLOC #8	WA	TITNWAXX	Competitive	Tieton
CLOC #8	WA	TWISWAXA	Non Competitive	Twisp
CLOC #8	WA	VADRWAXA	Non Competitive	Vader
CLOC #8	WA	VLLYWAXX	Competitive	Valley
CLOC #8	WA	VSHNWAXA	Competitive	Vashon
CLOC #8	WA	VSHNWAXB	Competitive	North Vashon
CLOC #8	WA	WLBRWAXA	Non Competitive	Wilbur
CLOC #8	WA	WNTHWAXA	Non Competitive	Winthrop
CLOC #8	WA	WSCKWAXA	Non Competitive	Wilson Creek
CLOC #8	WA	WSHTWAXA	Non Competitive	Washtucna
CLOC #8	WA	YCLTWAXA	Competitive	Yacolt
CLOC #8	WI	AMBGWIXA	Competitive	Amberg
CLOC #8	WI	ASLDWI01	Competitive	Ashland
CLOC #8	WI	AVOCWIXA	Competitive	Avoca

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #8	WI	BARBWI01	Competitive	Baraboo
CLOC #8	WI	BOSCWIXA	Non Competitive	Boscobel
CLOC #8	WI	BOYDWIXA	Competitive	Boyd
CLOC #8	WI	BRLNWI01	Competitive	Berlin
CLOC #8	WI	BYFDWI11	Non Competitive	Bayfield
CLOC #8	WI	CASCWIXA	Competitive	Casco
CLOC #8	WI	CDOTWIXA	Competitive	Cadott
CLOC #8	WI	CHTKWIXA	Competitive	Chetek
CLOC #8	WI	CLMNWIXA	Competitive	Coleman
CLOC #8	WI	CMLDWIXA	Competitive	Cumberland
CLOC #8	WI	CRNLWI12	Competitive	Cornell
CLOC #8	WI	CRVTWIXA	Competitive	Crivitz
CLOC #8	WI	CSTNWIXA	Competitive	Cashton
CLOC #8	WI	CTRCWIXA	Competitive	Cataract
CLOC #8	WI	DFRSWIXA	Competitive	De Forest
CLOC #8	WI	DLFDWIXA	Competitive	Delafield
CLOC #8	WI	DSMNWIXA	Competitive	Dousman
CLOC #8	WI	EAGLWIXA	Competitive	Eagle
CLOC #8	WI	ELRYWIXA	Competitive	Elroy
CLOC #8	WI	ETRYWIXA	Competitive	East Troy
CLOC #8	WI	FRMTWIXA	Competitive	Fremont
CLOC #8	WI	GDMNWIXA	Competitive	Goodman
CLOC #8	WI	GENSWIXA	Competitive	Genessee
CLOC #8	WI	GNLKWI11	Competitive	Green Lake
CLOC #8	WI	HGLDWIXA	Competitive	Highland
CLOC #8	WI	HRLYWI11	Non Competitive	Hurley
CLOC #8	WI	HRMYWIXA	Competitive	Harmony
CLOC #8	WI	HZGRWIXA	Non Competitive	Hazel Green
CLOC #8	WI	KENDWIXA	Competitive	Kendall
CLOC #8	WI	LDYSWI11	Competitive	Ladysmith
CLOC #8	WI	LENAWIXA	Competitive	Lena
CLOC #8	WI	MAZOWI11	Competitive	Mazomanie
CLOC #8	WI	MKWNWIXA	Competitive	Mukwonago
CLOC #8	WI	MLTNWIXA	Competitive	Milton
CLOC #8	WI	MRNTWI01	Competitive	Marinette
CLOC #8	WI	MTZNWIXA	Competitive	Mount Zion
CLOC #8	WI	NFDMWI11	Competitive	North Freedom
CLOC #8	WI	NPRRWIXA	Competitive	North Prairie
CLOC #8	WI	NRWLWIXA	Competitive	Norwalk
CLOC #8	WI	NSHKWIXA	Competitive	Neshkoro
CLOC #8	WI	OCFLWI11	Competitive	Oconto Falls
CLOC #8	WI	OCNTWI11	Competitive	Oconto
CLOC #8	WI	ONTRWIXA	Competitive	Ontario
CLOC #8	WI	PLMYWIXA	Competitive	Palmyra
CLOC #8	WI	PMBNWIXA	Competitive	Pembine
CLOC #8	WI	PRTNWI11	Competitive	Princeton
CLOC #8	WI	PSHTWI11	Competitive	Peshtigo
CLOC #8	WI	PTVLWIXA	Non Competitive	Platteville
CLOC #8	WI	PYNTWIXA	Competitive	Poynette
CLOC #8	WI	PYSPWIXA	Competitive	Poy Sippi
CLOC #8	WI	RDGRWI11	Competitive	Redgranite

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #8	WI	RIPNWIXA	Competitive	Ripon
CLOC #8	WI	SAXNWI11	Non Competitive	Saxon
CLOC #8	WI	SLLVWIXA	Competitive	Sullivan
CLOC #8	WI	SPNRWIXA	Competitive	Spooner
CLOC #8	WI	SPRRWI11	Competitive	Superior
CLOC #8	WI	SPRRWI12	Competitive	Superior
CLOC #8	WI	SPRRWI13	Competitive	Superior
CLOC #8	WI	SPRTWIXA	Competitive	Sparta
CLOC #8	WI	STBNWIXA	Competitive	Steuben
CLOC #8	WI	STNLWI12	Competitive	Stanley
CLOC #8	WI	THRPWIXA	Competitive	Thorp
CLOC #8	WI	TOMAWIXA	Competitive	Tomah
CLOC #8	WI	TWBRWIXA	Competitive	Twin Bridge
CLOC #8	WI	WASKWIXA	Competitive	Wausaukee
CLOC #8	WI	WLDRWIXA	Competitive	Wild Rose
CLOC #8	WI	WLTOWIXA	Competitive	Wilton
CLOC #8	WI	WNWCWIXA	Competitive	Wonewoc
CLOC #8	WI	WRNSWIXA	Competitive	Warrens
CLOC #8	WI	WSBNWI11	Non Competitive	Washburn
CLOC #8	WI	WYWGWIXA	Competitive	Weyauwega
CLOC #8	WY	BGPNWYXC	Non Competitive	Big Piney
CLOC #8	WY	FASNWYXC	Competitive	Farson
CLOC #8	WY	MDBWWYXC	Competitive	Medicine Bow
CLOC #8	WY	PNDLWYXC	Non Competitive	Pinedale-Daniel-Boulder
CLOC #9	FL	ALFRFLXA	Non Competitive	Alford
CLOC #9	FL	ALSPFLXA	Competitive	Altamonte Springs
CLOC #9	FL	ALVAFLXA	Competitive	Alva
CLOC #9	FL	APPKFLXA	Competitive	Apopka
CLOC #9	FL	ARCDFLXA	Non Competitive	Arcadia
CLOC #9	FL	ASTRFLXA	Competitive	Astor
CLOC #9	FL	AVPKFLXA	Non Competitive	Avon Park
CLOC #9	FL	BAKRFLXA	Competitive	Baker
CLOC #9	FL	BCGRFLXA	Competitive	Boca Grande
CLOC #9	FL	BLVWFLXA	Competitive	Belleview
CLOC #9	FL	BNFYFLXA	Non Competitive	Bonifay
CLOC #9	FL	BNSPFLXA	Competitive	Bonita Springs
CLOC #9	FL	BSHNFLXA	Non Competitive	Bushnell
CLOC #9	FL	BVHLFLXA	Competitive	Beverly Hills
CLOC #9	FL	BWLGFLXA	Non Competitive	Bowling Green
CLOC #9	FL	CFVLFLXA	Competitive	Crawfordville
CLOC #9	FL	CHLKFLXA	Non Competitive	Cherry Lake
CLOC #9	FL	CHSWFLXA	Competitive	Chassahowitzka
CLOC #9	FL	CLMTFLXA	Competitive	Clermont
CLOC #9	FL	CLTNFLXA	Non Competitive	Clewiston
CLOC #9	FL	CPCRFLXA	Competitive	Cape Coral
CLOC #9	FL	CPCRFLXB	Competitive	North Cape Coral
CLOC #9	FL	CPHZFLXA	Competitive	Cape Haze
CLOC #9	FL	CRRVFLXA	Competitive	Crystal River
CLOC #9	FL	CRVWFLXA	Competitive	Crestview
CLOC #9	FL	CSLBFLXA	Competitive	Casselberry
CLOC #9	FL	CTDLFLXA	Non Competitive	Cottondale

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	FL	CYLKFLXA	Competitive	Cypress Lake
CLOC #9	FL	CYLKFLXB	Competitive	Regional Airport
CLOC #9	FL	DDCYFLXA	Competitive	Dade City
CLOC #9	FL	DESTFLXA	Competitive	Destin
CLOC #9	FL	DFSPFLXA	Competitive	Defuniak Springs
CLOC #9	FL	ESTSFLXA	Competitive	Eustis
CLOC #9	FL	EVRGFLXA	Non Competitive	Everglades City
CLOC #9	FL	FRPTFLXA	Competitive	Freeport
CLOC #9	FL	FTMBFLXA	Competitive	Fort Myers Beach
CLOC #9	FL	FTMDFLXA	Competitive	Fort Meade
CLOC #9	FL	FTMYFLXA	Competitive	Fort Myers
CLOC #9	FL	FTMYFLXB	Competitive	East Fort Myers
CLOC #9	FL	FTMYFLXC	Competitive	South Fort Myers
CLOC #9	FL	FTWBFLXA	Competitive	Hollywood
CLOC #9	FL	FTWBFLXB	Competitive	Denton
CLOC #9	FL	FTWBFLXC	Competitive	Mary Esther
CLOC #9	FL	GDRGFLXA	Non Competitive	Grand Ridge
CLOC #9	FL	GLDLFLXA	Competitive	Glendale
CLOC #9	FL	GLGCFLXA	Non Competitive	Golden Gate
CLOC #9	FL	GLRDFLXA	Competitive	Goldenrod
CLOC #9	FL	GNVLFLXA	Non Competitive	Greenville
CLOC #9	FL	GNWDFLXA	Non Competitive	Greenwood
CLOC #9	FL	GVLDFLXA	Competitive	Groveland
CLOC #9	FL	HMSPFLXA	Competitive	Homosassa Springs
CLOC #9	FL	HOWYFLXA	Competitive	Howey-In-The-Hills
CLOC #9	FL	IMKLFLXA	Non Competitive	Immokalee
CLOC #9	FL	INVRFLXA	Competitive	Inverness
CLOC #9	FL	KGLKFLXA	Competitive	Kingsley Lake
CLOC #9	FL	KNVLFLXA	Competitive	Kenansville
CLOC #9	FL	KSSMFLXA	Competitive	Kissimmee
CLOC #9	FL	KSSMFLXB	Competitive	West Kissimmee
CLOC #9	FL	KSSMFLXC	Competitive	Reedy Creek
CLOC #9	FL	KSSMFLXD	Competitive	Buenaventura Lakes
CLOC #9	FL	LBLLFLXA	Non Competitive	La Belle
CLOC #9	FL	LDLKFLXA	Competitive	Lady Lake
CLOC #9	FL	LEE FLXA	Non Competitive	Lee
CLOC #9	FL	LHACFLXA	Competitive	Lehigh Acres
CLOC #9	FL	LKBRFLXA	Competitive	Lake Brantley
CLOC #9	FL	LKHLFLXA	Competitive	Lake Helen
CLOC #9	FL	LKPCFLXA	Non Competitive	Lake Placid
CLOC #9	FL	LSBGFLXA	Competitive	Leesburg
CLOC #9	FL	LWTYFLXA	Competitive	Lawtey
CLOC #9	FL	MALNFLXA	Non Competitive	Malone
CLOC #9	FL	MDSNFLXA	Non Competitive	Madison
CLOC #9	FL	MNTIFLXA	Competitive	Monticello
CLOC #9	FL	MOISFLXA	Non Competitive	Marco Island
CLOC #9	FL	MRHNFLXA	Non Competitive	Moore Haven
CLOC #9	FL	MRNNFLXA	Non Competitive	Marianna
CLOC #9	FL	MTDRFLXA	Competitive	Mount Dora
CLOC #9	FL	MTLDFLXA	Competitive	Maitland
CLOC #9	FL	MTVRFLXA	Competitive	Montverde

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	FL	NFMYFLXA	Competitive	North Fort Myers
CLOC #9	FL	NFMYFLXB	Competitive	Suncoast
CLOC #9	FL	NNPLFLXA	Non Competitive	North Naples
CLOC #9	FL	NPLSFLXC	Non Competitive	Naples Southeast
CLOC #9	FL	NPLSFLXD	Non Competitive	Naples Moorings
CLOC #9	FL	OCALFLXA	Competitive	Ocala
CLOC #9	FL	OCALFLXB	Competitive	Shady Road
CLOC #9	FL	OCALFLXC	Competitive	Highlands
CLOC #9	FL	OCNFFLXA	Competitive	Forest
CLOC #9	FL	OKCBFLXA	Non Competitive	Okeechobee
CLOC #9	FL	OKLWFLXA	Competitive	Ocklawaha
CLOC #9	FL	ORCYFLXA	Competitive	Orange City
CLOC #9	FL	ORCYFLXC	Competitive	Deltona Lakes
CLOC #9	FL	PANCFLXA	Competitive	Panacea
CLOC #9	FL	PNGRFLXA	Competitive	Punta Gorda
CLOC #9	FL	PNISFLXA	Competitive	Pine Island
CLOC #9	FL	PNLNFLXA	Competitive	Ponce De Leon
CLOC #9	FL	PTCTFLXA	Competitive	Port Charlotte
CLOC #9	FL	RYHLFLXA	Non Competitive	Reynolds Hill
CLOC #9	FL	SBNGFLXA	Non Competitive	Sebring
CLOC #9	FL	SGBHFLXA	Competitive	Seagrove Beach
CLOC #9	FL	SHLMFLXA	Competitive	Shalimar
CLOC #9	FL	SLHLFLXA	Non Competitive	Spring Lake
CLOC #9	FL	SNANFLXA	Competitive	San Antonio
CLOC #9	FL	SNDSFLXA	Non Competitive	Sneads
CLOC #9	FL	SNISFLXA	Competitive	Sanibel Island
CLOC #9	FL	SNRSFLXA	Competitive	Santa Rosa Beach
CLOC #9	FL	SPCPFLXA	Competitive	Sopchoppy
CLOC #9	FL	SSPRFLXA	Competitive	Salt Springs
CLOC #9	FL	STCDFLXA	Competitive	Saint Cloud
CLOC #9	FL	STMKFLXA	Competitive	Saint Marks
CLOC #9	FL	STRKFLXA	Competitive	Starke
CLOC #9	FL	SVSPFLXA	Competitive	Silver Springs
CLOC #9	FL	SVSSFLXA	Competitive	Silver Springs Shores
CLOC #9	FL	TLCHFLXA	Competitive	Trilacoochee
CLOC #9	FL	TLHSFLXA	Competitive	Calhoun
CLOC #9	FL	TLHSFLXB	Competitive	Willis
CLOC #9	FL	TLHSFLXC	Competitive	Mabry
CLOC #9	FL	TLHSFLXD	Competitive	Blairstone
CLOC #9	FL	TLHSFLXE	Competitive	Fsu Centrex
CLOC #9	FL	TLHSFLXF	Competitive	Thomasville
CLOC #9	FL	TLHSFLXG	Competitive	Woodville
CLOC #9	FL	TLHSFLXH	Competitive	Perkins
CLOC #9	FL	TVRSFLXA	Competitive	Tavares
CLOC #9	FL	UMTLFLXA	Competitive	Umatilla
CLOC #9	FL	VLPRFLXA	Competitive	Valparaiso
CLOC #9	FL	VLPRFLXB	Competitive	Seminole
CLOC #9	FL	WCHLFLXA	Non Competitive	Wauchula
CLOC #9	FL	WLSTFLXA	Non Competitive	Williston
CLOC #9	FL	WLWDFLXA	Non Competitive	Wildwood
CLOC #9	FL	WNDRFLXA	Competitive	Windermere

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	FL	WNGRFLXA	Competitive	Winter Garden
CLOC #9	FL	WNPKFLXA	Competitive	Winter Park
CLOC #9	FL	WSTVFLXA	Non Competitive	Westville
CLOC #9	FL	ZLSPFLXA	Non Competitive	Zolfo Springs
CLOC #9	IN	ARCLINXA	Competitive	Arcola
CLOC #9	IN	ARGSINXA	Competitive	Argos
CLOC #9	IN	ASHYINXA	Non Competitive	Ashley
CLOC #9	IN	AURRINXA	Non Competitive	Aurora
CLOC #9	IN	AVLLINXA	Competitive	Avilla
CLOC #9	IN	BERNINXA	Competitive	Berne
CLOC #9	IN	BRMNINXA	Competitive	Bremen
CLOC #9	IN	BROKINXA	Non Competitive	Brook
CLOC #9	IN	BRVLINXA	Competitive	Bargersville
CLOC #9	IN	BRYNINXA	Competitive	Bryant
CLOC #9	IN	BSVLINXA	Competitive	Burnettsville
CLOC #9	IN	CBCYINBC	Competitive	Laud
CLOC #9	IN	CBCYINXA	Competitive	Columbia City
CLOC #9	IN	CRNNINXA	Competitive	Corunna
CLOC #9	IN	CRWLINXA	Competitive	Cromwell
CLOC #9	IN	DCTRINXA	Competitive	Decatur
CLOC #9	IN	DLBOINXA	Non Competitive	Dillsboro
CLOC #9	IN	DNVRINXA	Competitive	Denver
CLOC #9	IN	EENTINXA	Competitive	East Enterprise
CLOC #9	IN	ETNAINXA	Competitive	Etna
CLOC #9	IN	FKLNINXA	Competitive	Franklin
CLOC #9	IN	FLORINXA	Competitive	Flora
CLOC #9	IN	FRVLINXA	Competitive	Francesville
CLOC #9	IN	FTVLINXA	Competitive	Fortville
CLOC #9	IN	GDLDINXA	Non Competitive	Goodland
CLOC #9	IN	GENVINAA	Competitive	Linn Grove
CLOC #9	IN	GENVINXA	Competitive	Geneva
CLOC #9	IN	GUFDINXA	Non Competitive	Guilford
CLOC #9	IN	HMLTINXA	Competitive	Hamlet
CLOC #9	IN	HOWEINXA	Non Competitive	Howe
CLOC #9	IN	JMTWINXA	Competitive	Jamestown
CLOC #9	IN	KNLDINXA	Non Competitive	Kentland
CLOC #9	IN	KNOXINXA	Competitive	Knox
CLOC #9	IN	KNTWINXA	Competitive	Knightstown
CLOC #9	IN	KWNNINXA	Competitive	Kewanna
CLOC #9	IN	LAFNINXA	Competitive	La Fontaine
CLOC #9	IN	LAPLINXA	Competitive	Lapel
CLOC #9	IN	LAPZINXA	Competitive	Lapaz
CLOC #9	IN	LGRNINXA	Non Competitive	Lagrange
CLOC #9	IN	LRBGINXA	Non Competitive	Lawrenceburg
CLOC #9	IN	LRWLINXA	Competitive	Larwill
CLOC #9	IN	LSBGINXA	Competitive	Leesburg
CLOC #9	IN	MDVLINXA	Competitive	Medaryville
CLOC #9	IN	MLBGINXA	Competitive	Millersburg
CLOC #9	IN	MLFRINXA	Competitive	Milford
CLOC #9	IN	MNTIINXA	Competitive	Monticello
CLOC #9	IN	MONGINXA	Non Competitive	Mongo

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	IN	MONRINXA	Competitive	Monroe
CLOC #9	IN	MRTTINXA	Non Competitive	Marietta
CLOC #9	IN	MTRYINXA	Competitive	Monterey
CLOC #9	IN	NJSNINXA	Competitive	North Judson
CLOC #9	IN	NLBTINXA	Competitive	North Liberty
CLOC #9	IN	NNVHINXA	Competitive	Ninevah
CLOC #9	IN	NPPNINXA	Competitive	Nappanee
CLOC #9	IN	NWBSINXA	Competitive	North Webster
CLOC #9	IN	NWCRINXA	Competitive	New Carlisle
CLOC #9	IN	PATRINXA	Competitive	Patriot
CLOC #9	IN	PCTNINXA	Competitive	Pierceton
CLOC #9	IN	PLMLINXA	Competitive	Pleasant Mills
CLOC #9	IN	PLMOINXA	Competitive	Plymouth
CLOC #9	IN	PNVLINXA	Competitive	Pennville
CLOC #9	IN	PRBLINXA	Competitive	Preble
CLOC #9	IN	PTLDINXA	Competitive	Portland
CLOC #9	IN	PTRLINXA	Competitive	Petroleum
CLOC #9	IN	RMTNINXA	Competitive	Remington
CLOC #9	IN	RNSLINXA	Competitive	Rensselaer
CLOC #9	IN	RONNINXA	Competitive	Roann
CLOC #9	IN	ROVLINXA	Competitive	Rossville
CLOC #9	IN	RSSNINXA	Non Competitive	Rising Sun
CLOC #9	IN	RYNLINXA	Competitive	Reynolds
CLOC #9	IN	SHPSINXA	Non Competitive	Shipshewana
CLOC #9	IN	SLMNINXA	Competitive	Salamonia
CLOC #9	IN	SMFRINXA	Non Competitive	South Milford
CLOC #9	IN	SNPRINXA	Competitive	San Pierre
CLOC #9	IN	SWHTINXA	Competitive	South Whitley
CLOC #9	IN	SYRCINXA	Competitive	Syracuse
CLOC #9	IN	TPKAINXA	Non Competitive	Topeka
CLOC #9	IN	TRFGINXA	Competitive	Trafalgar
CLOC #9	IN	TRILINXA	Competitive	Tri-Lakes
CLOC #9	IN	TWMLINXA	Competitive	Twelve Mile
CLOC #9	IN	UNCYINXA	Competitive	Union City
CLOC #9	IN	URBNINXA	Competitive	Urbana
CLOC #9	IN	VEVYINXA	Competitive	Vevay
CLOC #9	IN	VNBRINXA	Non Competitive	Van Buren
CLOC #9	IN	WHFDINXA	Competitive	Wheatfield
CLOC #9	IN	WHLDINXA	Competitive	Whiteland
CLOC #9	IN	WKSNINXA	Competitive	Wilkinson
CLOC #9	IN	WKTNINXA	Competitive	Walkerton
CLOC #9	IN	WLCTINXA	Competitive	Wolcott
CLOC #9	IN	WLVLINXA	Non Competitive	Wolcottville
CLOC #9	IN	WNMCINXA	Competitive	Winamac
CLOC #9	IN	WRSWINXA	Competitive	Warsaw
CLOC #9	KS	ABVLKSXA	Competitive	Abbyville
CLOC #9	KS	ALDNKSXA	Competitive	Alden
CLOC #9	KS	ALMAKSXA	Non Competitive	Alma
CLOC #9	KS	ALMTKSXA	Competitive	Altamont
CLOC #9	KS	ALNAKSXA	Non Competitive	Altoona
CLOC #9	KS	ALTVKSXA	Non Competitive	Alta Vista

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	KS	ARTNKSXA	Competitive	Arlington
CLOC #9	KS	BCYRKSXA	Non Competitive	Bucyrus
CLOC #9	KS	BFLOKSXA	Non Competitive	Buffalo
CLOC #9	KS	BHLRKSXA	Competitive	Buhler
CLOC #9	KS	BLDWKSXA	Competitive	Baldwin
CLOC #9	KS	BLLPKSXA	Competitive	Belle Plaine
CLOC #9	KS	BLMNKSXA	Non Competitive	Blue Mound
CLOC #9	KS	BLPRKSXA	Non Competitive	Belpre
CLOC #9	KS	BNDCKSXA	Non Competitive	Benedict
CLOC #9	KS	BRLNKSXA	Competitive	Burlingame
CLOC #9	KS	BRRTKSXA	Competitive	Burrton
CLOC #9	KS	BURLKSXA	Competitive	Burlington
CLOC #9	KS	BXSPKSXA	Non Competitive	Baxter Springs
CLOC #9	KS	CLFLKSXA	Competitive	Claflin
CLOC #9	KS	CNHMKSXA	Competitive	Cunningham
CLOC #9	KS	CNTRKSXA	Non Competitive	Centropolis
CLOC #9	KS	CNWYKSXA	Competitive	Conway
CLOC #9	KS	CRVLKSXA	Non Competitive	Circleville
CLOC #9	KS	CYVLKSXA	Non Competitive	Coyville
CLOC #9	KS	DELIKSXA	Non Competitive	Delia
CLOC #9	KS	DESNKSXA	Non Competitive	Denison
CLOC #9	KS	DRHMKSXA	Non Competitive	Durham
CLOC #9	KS	EFHMKSXA	Non Competitive	Effingham
CLOC #9	KS	EGTNKSXA	Competitive	Edgerton
CLOC #9	KS	ELLNKSXA	Competitive	Ellinwood
CLOC #9	KS	EMMTKSXA	Competitive	Emmett
CLOC #9	KS	ESRGKSXA	Non Competitive	Eskridge
CLOC #9	KS	ESTNKSXA	Competitive	Easton
CLOC #9	KS	FLRVKSXA	Non Competitive	Fall River
CLOC #9	KS	FNTAKSXA	Non Competitive	Fontana
CLOC #9	KS	FRDNKSXA	Non Competitive	Fredonia
CLOC #9	KS	GALNKSXA	Non Competitive	Galena
CLOC #9	KS	GRDLKSXA	Competitive	Gridley
CLOC #9	KS	GRELKSXA	Non Competitive	Greeley
CLOC #9	KS	GRNRKSXA	Competitive	Gardner
CLOC #9	KS	GRNTKSXA	Non Competitive	Garnett
CLOC #9	KS	HDSNKSXA	Competitive	Hudson
CLOC #9	KS	HETNKSXA	Competitive	Hesston
CLOC #9	KS	HGLDKSXA	Non Competitive	Highland
CLOC #9	KS	HLBOKSXA	Non Competitive	Hillsboro
CLOC #9	KS	HLTNKSXA	Non Competitive	Holton
CLOC #9	KS	HOYTKSXA	Non Competitive	Hoyt
CLOC #9	KS	HRTNKSXA	Non Competitive	Horton
CLOC #9	KS	HSTNKSXB	Competitive	Hoisington
CLOC #9	KS	HVENKSXA	Competitive	Haven
CLOC #9	KS	HVVLKSXA	Non Competitive	Harveyville
CLOC #9	KS	HWTHKSXA	Non Competitive	Hiawatha
CLOC #9	KS	INMNKSXA	Competitive	Inman
CLOC #9	KS	JNCYKSXA	Competitive	Junction City
CLOC #9	KS	JNCYKSXB	Competitive	Fort Riley
CLOC #9	KS	KNCDKSXA	Non Competitive	Kincaid

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	KS	LANEKSXA	Non Competitive	Lane
CLOC #9	KS	LEBOKSXA	Competitive	Lebo
CLOC #9	KS	LERYKSXA	Competitive	Le Roy
CLOC #9	KS	LFNTKSXA	Non Competitive	Lafontaine
CLOC #9	KS	LHGHKSXA	Non Competitive	Lehigh
CLOC #9	KS	LNCSKSXA	Non Competitive	Lancaster
CLOC #9	KS	LNGDKSXA	Competitive	Langdon
CLOC #9	KS	LNWDKSXA	Competitive	Linwood
CLOC #9	KS	LYNDKSXA	Competitive	Lyndon
CLOC #9	KS	MCLTKSXA	Competitive	Mc Louth
CLOC #9	KS	MCVLKSXA	Competitive	Macksville
CLOC #9	KS	MCVYKSXA	Competitive	Michigan Valley
CLOC #9	KS	MDCYKSXA	Non Competitive	Mound City
CLOC #9	KS	MLVRKSXA	Competitive	Melvern
CLOC #9	KS	MNVYKSXA	Competitive	Mound Valley
CLOC #9	KS	MORLKSXA	Non Competitive	Morrill
CLOC #9	KS	MORNKSXA	Competitive	Moran
CLOC #9	KS	MPTNKSXA	Non Competitive	Mapleton
CLOC #9	KS	MRDCKSXA	Competitive	Murdock
CLOC #9	KS	MRDNKSXA	Competitive	Meriden
CLOC #9	KS	MYTTKSXA	Non Competitive	Mayetta
CLOC #9	KS	NRVLKSXA	Competitive	Nortonville
CLOC #9	KS	NSFLKSXA	Competitive	Neosho Falls
CLOC #9	KS	OSCYKSXA	Competitive	Osage City
CLOC #9	KS	OSKLKSXA	Competitive	Oskaloosa
CLOC #9	KS	OSWGKSXA	Competitive	Oswego
CLOC #9	KS	OSWTKSXA	Non Competitive	Osawatomie
CLOC #9	KS	OVBKKSXA	Competitive	Overbrook
CLOC #9	KS	OXFRKSXA	Competitive	Oxford
CLOC #9	KS	OZWKKSXA	Competitive	Ozawkie
CLOC #9	KS	PIQUKSXA	Competitive	Piqua
CLOC #9	KS	POMNKSXA	Non Competitive	Pomona
CLOC #9	KS	PRKRKSXA	Non Competitive	Parker
CLOC #9	KS	PRPRKSXA	Competitive	Pretty Prairie
CLOC #9	KS	PRRGKSXA	Competitive	Partridge
CLOC #9	KS	PRRYKSXA	Competitive	Perry
CLOC #9	KS	PRTNKSXA	Non Competitive	Princeton
CLOC #9	KS	PSTNKSXA	Competitive	Preston
CLOC #9	KS	PWHTKSXA	Non Competitive	Powhattan
CLOC #9	KS	QNCYKSXA	Non Competitive	Quincy
CLOC #9	KS	QUNMKSXA	Competitive	Quenemo
CLOC #9	KS	RCMDKSXA	Non Competitive	Richmond
CLOC #9	KS	ROVLKSXA	Competitive	Rossville
CLOC #9	KS	RVTNKSXA	Non Competitive	Riverton
CLOC #9	KS	SCMNKSXA	Non Competitive	Scammon
CLOC #9	KS	SLLKKSXA	Competitive	Silver Lake
CLOC #9	KS	SPHLKSXA	Competitive	Spring Hill
CLOC #9	KS	STJHKSXA	Competitive	Saint John
CLOC #9	KS	STMYKSXA	Competitive	Saint Marys
CLOC #9	KS	STNGKSXA	Competitive	Sterling
CLOC #9	KS	SYLVKSXA	Competitive	Sylvia

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	KS	THYRKSXA	Non Competitive	Thayer
CLOC #9	KS	TOROKSXA	Competitive	Toronto
CLOC #9	KS	TROYKSXA	Non Competitive	Troy
CLOC #9	KS	VLFLKSXA	Competitive	Valley Falls
CLOC #9	KS	WHCLKSXA	Non Competitive	White Cloud
CLOC #9	KS	WLTNKSXA	Competitive	Walton
CLOC #9	KS	WLVLKSXA	Non Competitive	Wellsville
CLOC #9	KS	WNCHKSXA	Competitive	Winchester
CLOC #9	KS	WNDMKSXA	Competitive	Windom
CLOC #9	KS	WPHLKSXA	Non Competitive	Westphalia
CLOC #9	KS	WTHNKSXA	Non Competitive	Wathena
CLOC #9	KS	WVRLKSXA	Competitive	Waverly
CLOC #9	MN	ALTRMNXA	Competitive	Altura
CLOC #9	MN	ALXNMNXA	Competitive	Alexandria
CLOC #9	MN	ALXNMNXL	Competitive	Lake
CLOC #9	MN	ATKNMNXA	Non Competitive	Aitkin
CLOC #9	MN	BFLKMNXB	Non Competitive	Buffalo Lake
CLOC #9	MN	BNSNMNXB	Competitive	Benson
CLOC #9	MN	BNVLMNXB	Non Competitive	Bennettville
CLOC #9	MN	BOVLMNXB	Competitive	Browerville
CLOC #9	MN	BRTNMNXB	Non Competitive	Brownton
CLOC #9	MN	CARLMNXC	Competitive	Carlos
CLOC #9	MN	CHSKMNXC	Competitive	Chaska
CLOC #9	MN	CLGNMNXC	Competitive	Cologne
CLOC #9	MN	COKTMNXC	Competitive	Cokato
CLOC #9	MN	CRSBMNXC	Competitive	Crosby
CLOC #9	MN	DRWDMNXD	Competitive	Deerwood
CLOC #9	MN	DSSLMNXD	Competitive	Dassel
CLOC #9	MN	ELGNMNXE	Competitive	Elgin
CLOC #9	MN	EYOTMNXE	Competitive	Eyota
CLOC #9	MN	GLCOMNXG	Non Competitive	Glencoe
CLOC #9	MN	GRFLMNXG	Competitive	Granite Falls
CLOC #9	MN	GVCYMNXG	Competitive	Grove City
CLOC #9	MN	HMCYMNXH	Competitive	Holmes City
CLOC #9	MN	HSNGMNXH	Competitive	Hastings
CLOC #9	MN	HWLKMNXH	Competitive	Howard Lake
CLOC #9	MN	LKCYMNXL	Competitive	Lake City
CLOC #9	MN	LNPRMNXL	Competitive	Long Prairie
CLOC #9	MN	LSPRMNXL	Non Competitive	Lester Prairie
CLOC #9	MN	LSTNMNXA	Competitive	Lewiston
CLOC #9	MN	MLVLMNXM	Competitive	Millville
CLOC #9	MN	MPGVMNXA	Competitive	Maple Grove
CLOC #9	MN	NRWDMNXN	Competitive	Norwood
CLOC #9	MN	NWLDMNXN	Competitive	New Richland
CLOC #9	MN	OSSEMNXO	Competitive	Osseo
CLOC #9	MN	PLATMNXP	Non Competitive	Plato
CLOC #9	MN	PLVWMNXP	Competitive	Plainview
CLOC #9	MN	RGRSMNXR	Competitive	Rogers
CLOC #9	MN	RLNGMNXR	Competitive	Rollingstone
CLOC #9	MN	SLLKMNXS	Non Competitive	Silver Lake
CLOC #9	MN	STJMMNXS	Competitive	Saint Charles

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	MN	STMCMNXS	Competitive	Saint Michael
CLOC #9	MN	STWTMNXS	Non Competitive	Stewart
CLOC #9	MN	VCTAMNXV	Competitive	Victoria
CLOC #9	MN	VLRDMNXV	Competitive	Villard
CLOC #9	MN	WACNMNXW	Competitive	Waconia
CLOC #9	MN	WDRFMNXW	Competitive	Waldorf
CLOC #9	MN	ZMFLMNXZ	Competitive	Zumbro Falls
CLOC #9	MO	APCYMOXA	Non Competitive	Appleton City
CLOC #9	MO	BCKNMOXA	Competitive	Buckner
CLOC #9	MO	BLBNMOXA	Non Competitive	Blackburn
CLOC #9	MO	BLTWMOXA	Non Competitive	Blairstown
CLOC #9	MO	BRZTMOXA	Competitive	Brazito
CLOC #9	MO	BTLRMOXA	Competitive	Butler
CLOC #9	MO	CHLHMOXA	Competitive	Chilhowee
CLOC #9	MO	CLBGMOXA	Non Competitive	Clarksburg
CLOC #9	MO	CLCMMOXX	Non Competitive	Cole Camp
CLOC #9	MO	CLFRMOXA	Non Competitive	California
CLOC #9	MO	CLHNMOXA	Non Competitive	Calhoun
CLOC #9	MO	CLTNMOXA	Non Competitive	Clinton
CLOC #9	MO	CMPNMOXA	Competitive	Camden Point
CLOC #9	MO	CNTWMOXA	Competitive	Centertown
CLOC #9	MO	CNVWMOXA	Competitive	Centerview
CLOC #9	MO	COALMOXA	Non Competitive	Coal
CLOC #9	MO	CRAGMOXA	Competitive	Craig
CLOC #9	MO	DPWRMOXA	Non Competitive	Deepwater
CLOC #9	MO	DRBRMOXA	Competitive	Dearborn
CLOC #9	MO	EGTNMOXA	Competitive	Edgerton
CLOC #9	MO	EUGNMOXA	Competitive	Eugene
CLOC #9	MO	FLVWMOXA	Competitive	Ferrelview-Kci
CLOC #9	MO	FRFXMOXA	Non Competitive	Fairfax
CLOC #9	MO	FTLWMOXA	Non Competitive	Fort Leonard Wood
CLOC #9	MO	GNRGMOXA	Competitive	Green Ridge
CLOC #9	MO	HLDNMOXA	Competitive	Holden
CLOC #9	MO	HLSMMOXA	Competitive	Holts Summit
CLOC #9	MO	HNRTMOXA	Competitive	Henrietta
CLOC #9	MO	HNVLMOXA	Non Competitive	Harrisonville
CLOC #9	MO	HOLTMOXA	Competitive	Holt
CLOC #9	MO	HOSTMOXA	Competitive	Houstonia
CLOC #9	MO	HPKNMOXA	Competitive	Hopkins
CLOC #9	MO	HRDNMOXA	Competitive	Hardin
CLOC #9	MO	IONIMOXA	Non Competitive	Ionia
CLOC #9	MO	JFCYMOXA	Competitive	Jefferson City
CLOC #9	MO	KGCYMOXA	Competitive	King City
CLOC #9	MO	KGVLMOXA	Competitive	Kingsville
CLOC #9	MO	KRNYMOXA	Competitive	Kearney
CLOC #9	MO	LBNNMOXA	Non Competitive	Lebanon
CLOC #9	MO	LETNMOXA	Competitive	Leeton
CLOC #9	MO	LKLTMOXA	Competitive	Lake Lotawana
CLOC #9	MO	LNCLMOXA	Non Competitive	Lincoln
CLOC #9	MO	LNJCMOXA	Competitive	Lone Jack
CLOC #9	MO	LXTNMOXA	Non Competitive	Lexington

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	MO	MAVLMOXA	Competitive	Maryville
CLOC #9	MO	MDCYMOXA	Competitive	Mound City
CLOC #9	MO	MLBNMOXA	Non Competitive	Malta Bend
CLOC #9	MO	MSCYMOXA	Competitive	Missouri City
CLOC #9	MO	MTRSMOXA	Non Competitive	Montrose
CLOC #9	MO	NBFDMOXA	Competitive	New Bloomfield
CLOC #9	MO	NRBRMOXA	Competitive	Norborne
CLOC #9	MO	NWBGMOXA	Non Competitive	Newburg
CLOC #9	MO	ODSSMOXA	Non Competitive	Odessa
CLOC #9	MO	OEVLMOXA	Competitive	Otterville
CLOC #9	MO	OKGVMOXA	Competitive	Oak Grove
CLOC #9	MO	ORCKMOXA	Competitive	Orrick
CLOC #9	MO	PCNGMOXA	Competitive	Pickering
CLOC #9	MO	PLCYMOXA	Competitive	Platte City
CLOC #9	MO	PLHLMOXA	Non Competitive	Pleasant Hill
CLOC #9	MO	RCLDMOXA	Non Competitive	Richland
CLOC #9	MO	RLVLMOXA	Competitive	Russellville
CLOC #9	MO	ROLLMOXA	Non Competitive	Rolla
CLOC #9	MO	SALMMOXA	Non Competitive	Salem
CLOC #9	MO	SHTNMOXA	Competitive	Smithton
CLOC #9	MO	STBGMOXX	Non Competitive	Strasburg
CLOC #9	MO	STRBMOXA	Non Competitive	Saint Robert
CLOC #9	MO	STTMMOXA	Competitive	Saint Thomas
CLOC #9	MO	SWSPMOXA	Non Competitive	Sweet Springs
CLOC #9	MO	SYRCMOXA	Non Competitive	Syracuse
CLOC #9	MO	TAOSMOXA	Competitive	Taos
CLOC #9	MO	TARKMOXA	Non Competitive	Tarkio
CLOC #9	MO	TPTNMOXA	Non Competitive	Tipton
CLOC #9	MO	URCHMOXA	Non Competitive	Urich
CLOC #9	MO	WGTNMOXA	Non Competitive	Wellington
CLOC #9	MO	WNDSMOXA	Non Competitive	Windsor
CLOC #9	MO	WRBGMOXA	Competitive	Warrensburg
CLOC #9	MO	WRSWMOXA	Non Competitive	Warsaw
CLOC #9	MO	WSTNMOXA	Competitive	Weston
CLOC #9	MO	WVRLMOXA	Non Competitive	Waverly
CLOC #9	MO	WYVLMOXA	Non Competitive	Waynesville
CLOC #9	NC	AHSKNCXA	Competitive	Ahoskie
CLOC #9	NC	ALNDNCXA	Non Competitive	Aulander
CLOC #9	NC	ANGRNCXA	Competitive	Angier
CLOC #9	NC	ASBONCXA	Competitive	Asheboro
CLOC #9	NC	ASBONCXB	Competitive	North Asheboro
CLOC #9	NC	ATLTNCXA	Competitive	Atlantic
CLOC #9	NC	AURRNCXA	Non Competitive	Aurora
CLOC #9	NC	AYDNNCXA	Competitive	Ayden
CLOC #9	NC	BALYNCXA	Competitive	Bailey
CLOC #9	NC	BATHNCXA	Non Competitive	Bath
CLOC #9	NC	BETHNCXA	Competitive	Bethel
CLOC #9	NC	BEVLNCXA	Non Competitive	Beulaville
CLOC #9	NC	BHLHNCXA	Competitive	Bethlehem
CLOC #9	NC	BISCNCXA	Competitive	Biscoe
CLOC #9	NC	BLBONCXA	Non Competitive	Bladenboro

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	NC	BLHNNCXA	Non Competitive	Belhaven
CLOC #9	NC	BNSNNCXA	Competitive	Benson
CLOC #9	NC	BNVLNCXA	Competitive	Boonville
CLOC #9	NC	BONLNCXA	Non Competitive	Bonlee
CLOC #9	NC	BUFTNCXA	Competitive	Beaufort
CLOC #9	NC	BXTNNCXA	Competitive	Buxton
CLOC #9	NC	BXTNNCXB	Competitive	Hatteras
CLOC #9	NC	BYBONCXA	Non Competitive	Bayboro
CLOC #9	NC	CHDBNCXA	Competitive	Chadbourn
CLOC #9	NC	CKTNNCXA	Non Competitive	Clarkton
CLOC #9	NC	CLMANCXA	Non Competitive	Columbia
CLOC #9	NC	CLRNNCXA	Non Competitive	Colerain
CLOC #9	NC	CLTNNCXA	Competitive	Clinton
CLOC #9	NC	CNDRNCXA	Competitive	Candor
CLOC #9	NC	CNJCNCXA	Competitive	Coinjock
CLOC #9	NC	CNVLNCXA	Competitive	Centerville
CLOC #9	NC	CNWYNCXA	Non Competitive	Conway
CLOC #9	NC	CRTHNCXA	Competitive	Carthage
CLOC #9	NC	CRWLNCXA	Competitive	Creswell
CLOC #9	NC	CTWBNCXA	Competitive	Catawba
CLOC #9	NC	CYTNNCXA	Competitive	Clayton
CLOC #9	NC	DBSNNCXB	Competitive	Dobson
CLOC #9	NC	DNBRNCXA	Competitive	Danbury
CLOC #9	NC	DRPRNCXA	Competitive	Draper
CLOC #9	NC	DUNNNCXA	Competitive	Dunn
CLOC #9	NC	DUNNNCXB	Competitive	Erwin
CLOC #9	NC	EDENNCXB	Competitive	Eden
CLOC #9	NC	EDTNNCXA	Non Competitive	Edenton
CLOC #9	NC	ELCYNCXA	Competitive	Elizabeth City
CLOC #9	NC	ELKNNCXA	Competitive	Elkin
CLOC #9	NC	EMCYNCXA	Competitive	Elm City
CLOC #9	NC	ENFDNCXA	Competitive	Enfield
CLOC #9	NC	ENGLNCXA	Non Competitive	Engelhard
CLOC #9	NC	EZTWNCXA	Non Competitive	Elizabethtown
CLOC #9	NC	FASNNCXA	Non Competitive	Faison
CLOC #9	NC	FKTNNCXA	Competitive	Franklinton
CLOC #9	NC	FONTNCXA	Competitive	Fountain
CLOC #9	NC	FQVRNCXA	Competitive	Fuquay-Varina
CLOC #9	NC	FRMTNCXA	Competitive	Fremont
CLOC #9	NC	FROKNCXA	Competitive	Four Oaks
CLOC #9	NC	FRVLNCXA	Competitive	Farmville
CLOC #9	NC	FYVLNCXA	Competitive	Mcgilvary
CLOC #9	NC	FYVLNCXB	Competitive	Morganton Road
CLOC #9	NC	FYVLNCXD	Competitive	Mallonee
CLOC #9	NC	FYVLNCXF	Competitive	Raleigh Road
CLOC #9	NC	FYVLNCXG	Competitive	Lafayette
CLOC #9	NC	GBVLNCXA	Competitive	Gibsonville
CLOC #9	NC	GFTNNCXA	Competitive	Grifton
CLOC #9	NC	GLDSNCXA	Non Competitive	Goldston
CLOC #9	NC	GNVLNCXA	Competitive	Fifth Street
CLOC #9	NC	GNVLNCXB	Competitive	Hooker Road

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	NC	GRFLNCXA	Competitive	Granite Falls
CLOC #9	NC	GRLDNCXA	Competitive	Garland
CLOC #9	NC	GTVLNCXA	Non Competitive	Gatesville
CLOC #9	NC	HAYSNCXA	Competitive	Hays
CLOC #9	NC	HCKRNCXA	Competitive	Hickory
CLOC #9	NC	HCKRNCXB	Competitive	Springs Road
CLOC #9	NC	HLBONCXB	Competitive	Hillsborough
CLOC #9	NC	HLDBNCXB	Competitive	Hildebran
CLOC #9	NC	HLFXNCXA	Competitive	Halifax
CLOC #9	NC	HLRGNCXA	Competitive	Holly Ridge
CLOC #9	NC	HMTNNCXA	Non Competitive	Hamilton
CLOC #9	NC	HNSNNCXA	Competitive	Henderson
CLOC #9	NC	HRFRNCXA	Non Competitive	Hertford
CLOC #9	NC	HVLCNCXA	Competitive	Havelock
CLOC #9	NC	JCSNNCXA	Non Competitive	Jackson
CLOC #9	NC	JCVLNCXA	Competitive	Bridge Street
CLOC #9	NC	JCVLNCXB	Competitive	Boulevard
CLOC #9	NC	KDHLNCXA	Competitive	Kill Devil Hills
CLOC #9	NC	KDHLNCXB	Competitive	Southern Shores
CLOC #9	NC	KNLYNCXA	Competitive	Kenly
CLOC #9	NC	KNVLNCXA	Non Competitive	Kenansville
CLOC #9	NC	KRVLNCXA	Competitive	Kernersville
CLOC #9	NC	KSTNNCXA	Non Competitive	Kinston
CLOC #9	NC	LGRNNCXA	Non Competitive	La Grange
CLOC #9	NC	LKWCNCXA	Competitive	Lake Waccamaw
CLOC #9	NC	LLTNNCXA	Competitive	Lillington
CLOC #9	NC	LSBGNCXA	Competitive	Louisburg
CLOC #9	NC	LSTNNCXA	Non Competitive	Lewiston
CLOC #9	NC	LTTNNCXA	Competitive	Littleton
CLOC #9	NC	LUCMNCXA	Competitive	Lucama
CLOC #9	NC	MAMINCXA	Competitive	Mamie
CLOC #9	NC	MANTNCXA	Competitive	Manteo
CLOC #9	NC	MDSNNCXA	Competitive	Madison
CLOC #9	NC	MKVLNCXA	Competitive	Mocksville
CLOC #9	NC	MLBYNCXB	Competitive	Mulberry
CLOC #9	NC	MOYCNCXA	Competitive	Moyock
CLOC #9	NC	MOYCNCXB	Competitive	Sligo
CLOC #9	NC	MRBGNCXA	Competitive	Marshallberg
CLOC #9	NC	MRBONCXA	Competitive	Murfreesboro
CLOC #9	NC	MRCYNCXA	Competitive	Morehead City
CLOC #9	NC	MSHLNCXA	Non Competitive	Moss Hill
CLOC #9	NC	MTARNCXA	Competitive	Mount Airy
CLOC #9	NC	MTGLNCXA	Competitive	Mount Gilead
CLOC #9	NC	MTVWNCXA	Competitive	Mountain View
CLOC #9	NC	MXTNNCXA	Competitive	Maxton
CLOC #9	NC	MYVLNCXA	Non Competitive	Maysville
CLOC #9	NC	NRLNNCXA	Competitive	Norlina
CLOC #9	NC	NSVLNCXA	Competitive	Nashville
CLOC #9	NC	NWBONCXA	Competitive	North Wilkesboro
CLOC #9	NC	NWBRNCXA	Competitive	New Bern
CLOC #9	NC	NWGVNCXA	Competitive	Newton Grove

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	NC	NWPTNCXA	Competitive	Newport
CLOC #9	NC	OCRCNCXA	Non Competitive	Ocracoke
CLOC #9	NC	ORNTNCXA	Non Competitive	Oriental
CLOC #9	NC	OXFRNCXA	Competitive	Oxford
CLOC #9	NC	PCVLNCXA	Non Competitive	Pollocksville
CLOC #9	NC	PKHLNCXA	Non Competitive	Pink Hill
CLOC #9	NC	PKTNNCXA	Competitive	Parkton
CLOC #9	NC	PLMONCXA	Competitive	Plymouth
CLOC #9	NC	PLMTNCXA	Competitive	Pilot Mountain
CLOC #9	NC	PNHRNCXA	Competitive	Pinehurst
CLOC #9	NC	PNTPNCXA	Competitive	Pinetops
CLOC #9	NC	PRHLNCXA	Competitive	Prospect Hill
CLOC #9	NC	PRTNNCXA	Competitive	Princeton
CLOC #9	NC	PTBONCXA	Non Competitive	Pittsboro
CLOC #9	NC	PYWDNCXA	Non Competitive	Piney Woods
CLOC #9	NC	QKGPNCXA	Competitive	Quaker Gap
CLOC #9	NC	RAFDNCXA	Competitive	Raeford
CLOC #9	NC	RBNSNCXA	Competitive	Robbins
CLOC #9	NC	RBVLNCXA	Non Competitive	Robersonville
CLOC #9	NC	RCLDNCXA	Competitive	Richlands
CLOC #9	NC	RCMTNCXA	Competitive	Washington Street
CLOC #9	NC	RCMTNCXB	Competitive	Nashville Road
CLOC #9	NC	RCSQNCXA	Non Competitive	Rich Square
CLOC #9	NC	RDSPNCXA	Competitive	Red Springs
CLOC #9	NC	RMSRNCXA	Competitive	Ramseur
CLOC #9	NC	RNRPNCXA	Competitive	Roanoke Rapids
CLOC #9	NC	RRGPNCXA	Non Competitive	Roaring Gap
CLOC #9	NC	RSBONCXA	Competitive	Roseboro
CLOC #9	NC	RSHLNCXA	Non Competitive	Rose Hill
CLOC #9	NC	RXBLNCXA	Non Competitive	Roxobel
CLOC #9	NC	RXBONCXA	Competitive	Roxboro
CLOC #9	NC	SBRDNCXA	Non Competitive	Seaboard
CLOC #9	NC	SCNKNCXA	Competitive	Scotland Neck
CLOC #9	NC	SEGVNCXA	Competitive	Seagrove
CLOC #9	NC	SHFRNCXA	Competitive	Sherrills Ford
CLOC #9	NC	SHLHNCXA	Non Competitive	Shiloh
CLOC #9	NC	SLCYNCXA	Non Competitive	Siler City
CLOC #9	NC	SMFDNCXA	Competitive	Smithfield
CLOC #9	NC	SNBYNCXA	Non Competitive	Sunbury
CLOC #9	NC	SNFYNCXA	Competitive	Sneads Ferry
CLOC #9	NC	SNHLNCXA	Non Competitive	Snow Hill
CLOC #9	NC	SNRGNCXA	Competitive	Sandy Ridge
CLOC #9	NC	SPNSNCXA	Competitive	Southern Pines
CLOC #9	NC	SPRHNCXA	Competitive	Spring Hope
CLOC #9	NC	STBGNCXA	Competitive	Stantonsburg
CLOC #9	NC	STMLNCXA	Non Competitive	South Mills
CLOC #9	NC	STPLNCXA	Competitive	Saint Pauls
CLOC #9	NC	STRDNCXA	Competitive	State Road
CLOC #9	NC	STVLNCXA	Competitive	Stoneville
CLOC #9	NC	SWNQNCXA	Non Competitive	Swanquarter
CLOC #9	NC	SWNSNCXA	Competitive	Swansboro

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	NC	SWNSNCXB	Competitive	Emerald Isle
CLOC #9	NC	TBCYNCXA	Competitive	Tabor City
CLOC #9	NC	TMLKNCXA	Competitive	Timberlake
CLOC #9	NC	TPISNCXA	Non Competitive	Topsail Island
CLOC #9	NC	TRBONCXA	Competitive	Tarboro
CLOC #9	NC	TRENNCXA	Non Competitive	Trenton
CLOC #9	NC	TROYNCXA	Competitive	Troy
CLOC #9	NC	VASSNCXA	Competitive	Vass
CLOC #9	NC	VLDSNCXA	Competitive	Valdese
CLOC #9	NC	VNBONCXA	Competitive	Vanceboro
CLOC #9	NC	WASHNCXA	Non Competitive	Washington
CLOC #9	NC	WAVSNCXA	Competitive	Waves
CLOC #9	NC	WDLDNCXA	Non Competitive	Woodland
CLOC #9	NC	WDVLNCXA	Non Competitive	Woodville
CLOC #9	NC	WENDNCXB	Competitive	West End
CLOC #9	NC	WHPNNCXA	Competitive	Whispering Pines
CLOC #9	NC	WHTKNCXA	Competitive	Whitakers
CLOC #9	NC	WHVLNCXA	Competitive	Whiteville
CLOC #9	NC	WITNNCXA	Competitive	Winton
CLOC #9	NC	WJSNNCXA	Competitive	West Jefferson
CLOC #9	NC	WKFSNCXA	Competitive	Wake Forest
CLOC #9	NC	WKTWNCXA	Competitive	Walkertown
CLOC #9	NC	WKVLNCXA	Competitive	Weeksville
CLOC #9	NC	WLCHNCXA	Non Competitive	Welch
CLOC #9	NC	WLCVNCXA	Competitive	Walnut Cove
CLOC #9	NC	WLDNNCXA	Competitive	Weldon
CLOC #9	NC	WLLCNCXA	Non Competitive	Wallace
CLOC #9	NC	WLSNNCXA	Competitive	Wilson
CLOC #9	NC	WMTNNCXA	Non Competitive	Williamston
CLOC #9	NC	WNDSNCXA	Non Competitive	Windsor
CLOC #9	NC	WRSWNCXA	Non Competitive	Warsaw
CLOC #9	NC	WRTNNCXA	Competitive	Warrenton
CLOC #9	NC	YCVLNCXA	Competitive	Yanceyville
CLOC #9	NC	YDVLNCXA	Competitive	Yadkinville
CLOC #9	NE	BRWRNEXU	Competitive	Broadwater
CLOC #9	NE	BYRDNEXU	Competitive	Bayard
CLOC #9	NE	CHPLNEXU	Competitive	Chappell
CLOC #9	NE	GRNGNEXU	Competitive	Gering
CLOC #9	NE	KMBLNEXU	Competitive	Kimball
CLOC #9	NE	LWLNNEXU	Non Competitive	Lewellen
CLOC #9	NE	LYMNNEXU	Competitive	Lyman
CLOC #9	NE	MNTRNEXU	Competitive	Minatare
CLOC #9	NE	MORLNEXU	Competitive	Morrill
CLOC #9	NE	MTCHNEXU	Competitive	Mitchell
CLOC #9	NE	OSHKNEXU	Non Competitive	Oshkosh
CLOC #9	NE	PTTRNEXU	Competitive	Potter
CLOC #9	NE	SCTSNEXU	Competitive	Scottsbluff
CLOC #9	NJ	ANDVNJXU	Competitive	Andover
CLOC #9	NJ	BHVLNJXU	Competitive	Branchville
CLOC #9	NJ	BLBYNJXJ	Competitive	Bloomsbury
CLOC #9	NJ	BLMDNJXH	Competitive	Belle Mead

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	NJ	BLTWNJXW	Competitive	Blairstown
CLOC #9	NJ	BLVDNJXW	Competitive	Belvidere
CLOC #9	NJ	CHESNJXJ	Competitive	Chester
CLOC #9	NJ	CLFNNJXJ	Competitive	Califon
CLOC #9	NJ	CLMANJXW	Competitive	Columbia
CLOC #9	NJ	CLTNNJXJ	Competitive	Clinton
CLOC #9	NJ	FCTWNJXJ	Competitive	Frenchtown
CLOC #9	NJ	FMTNNJXJ	Competitive	Flemington
CLOC #9	NJ	FRBONJXU	Competitive	Franklin
CLOC #9	NJ	GRMDNJXW	Competitive	Great Meadows
CLOC #9	NJ	HGBRNJXJ	Competitive	High Bridge
CLOC #9	NJ	HMPNNJXJ	Competitive	Hampton
CLOC #9	NJ	HOPENJXW	Competitive	Hope
CLOC #9	NJ	LBNNNJXJ	Competitive	Lebanon
CLOC #9	NJ	LGVYNJXJ	Competitive	Long Valley
CLOC #9	NJ	LMOHNJXU	Competitive	Lake Mohawk
CLOC #9	NJ	MTAGNJXD	Competitive	Montague
CLOC #9	NJ	NWTNNJXU	Competitive	Newton
CLOC #9	NJ	OLDWNJXJ	Competitive	Oldwick
CLOC #9	NJ	OXFRNJXW	Competitive	Oxford
CLOC #9	NJ	SUSXNJXC	Competitive	Sussex
CLOC #9	NJ	WHHSNJXJ	Competitive	White House Station
CLOC #9	NV	BDMDNVXS	Competitive	Blue Diamond
CLOC #9	NV	BLCYNVXF	Competitive	Boulder City
CLOC #9	NV	HNSNNVXF	Competitive	Henderson
CLOC #9	NV	JEANNVXF	Competitive	Jean
CLOC #9	NV	LGLNNVXF	Competitive	Laughlin
CLOC #9	NV	LSVGNVXB	Competitive	Main (Vegas)
CLOC #9	NV	LSVGNVXG	Competitive	South 5 (Vegas)
CLOC #9	NV	LSVGNVXH	Competitive	West 8 (Vegas)
CLOC #9	NV	LSVGNVXI	Competitive	East 2 (Vegas)
CLOC #9	NV	LSVGNVXK	Competitive	West 6 (Vegas)
CLOC #9	NV	LSVGNVXL	Competitive	South 6 (Vegas)
CLOC #9	NV	LSVGNVXM	Competitive	East 7 (Vegas)
CLOC #9	NV	LSVGNVXR	Competitive	East 1 (Vegas)
CLOC #9	NV	LSVGNVXT	Competitive	North 8 (Vegas)
CLOC #9	NV	LSVGNVXU	Competitive	North 5 (Vegas)
CLOC #9	NV	LSVGNVXV	Competitive	South South (Vegas)
CLOC #9	NV	LSVGNVXW	Competitive	West West (Vegas)
CLOC #9	NV	MTCHNVXF	Competitive	Mount Charleston
CLOC #9	NV	NLSNNVXB	Competitive	Nelson
CLOC #9	NV	NLVGNVXF	Competitive	North 2 (Vegas)
CLOC #9	NV	NLVGNVXG	Competitive	North 3 (Vegas)
CLOC #9	NV	SRCHNVXF	Competitive	Searchlight
CLOC #9	OH	ADA OHXA	Competitive	Ada
CLOC #9	OH	ADAROHXA	Competitive	Adario
CLOC #9	OH	ADVLOHXA	Competitive	Adamsville
CLOC #9	OH	ALGROHXA	Competitive	Alger
CLOC #9	OH	ALXNOHXA	Competitive	Alexandria
CLOC #9	OH	ANDVOHXA	Competitive	Andover
CLOC #9	OH	ANNAOHXA	Competitive	Anna

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	OH	ANSOOHXA	Competitive	Ansonia
CLOC #9	OH	APCKOHXA	Competitive	Apple Creek
CLOC #9	OH	ARCHOHXA	Competitive	Archbold
CLOC #9	OH	ARCNOHXA	Competitive	Arcanum
CLOC #9	OH	BCYROHXA	Competitive	Bucyrus
CLOC #9	OH	BFTNOHXA	Competitive	Bluffton
CLOC #9	OH	BGPROHXA	Competitive	Big Prairie
CLOC #9	OH	BIVLOHXA	Competitive	Bristolville
CLOC #9	OH	BLCTOHXA	Competitive	Belle Center
CLOC #9	OH	BLLFOHXA	Competitive	Bellefontaine
CLOC #9	OH	BLVLOHXA	Competitive	Bellville
CLOC #9	OH	BMDLOHXA	Competitive	Bloomdale
CLOC #9	OH	BRCTOHXA	Competitive	Berlin Center
CLOC #9	OH	BRFROHXA	Competitive	Bradford
CLOC #9	OH	BRTLOHXA	Competitive	Bartlett
CLOC #9	OH	BTKNOHXA	Competitive	Botkins
CLOC #9	OH	BTLROHXA	Competitive	Butler
CLOC #9	OH	BVRDOHXA	Competitive	Beaver Dam
CLOC #9	OH	CARAOHXA	Competitive	Cairo
CLOC #9	OH	CHHLOHXA	Competitive	Chesterhill
CLOC #9	OH	CHVLOHXA	Competitive	Chesterville
CLOC #9	OH	CKVLOHXA	Competitive	Crooksville
CLOC #9	OH	CLDNOHXA	Competitive	Caledonia
CLOC #9	OH	CMDNOHXA	Non Competitive	Camden
CLOC #9	OH	CNBGOHXA	Competitive	Centerburg
CLOC #9	OH	CRDGOHXA	Competitive	Cardington
CLOC #9	OH	CRLDOHXA	Competitive	Cortland
CLOC #9	OH	CRTOOHXA	Competitive	Croton
CLOC #9	OH	CTFDOHXA	Competitive	Chatfield
CLOC #9	OH	CYGTOHXA	Competitive	Cygnet
CLOC #9	OH	DANKOHXA	Competitive	Danville
CLOC #9	OH	DFNCOHXA	Competitive	Defiance
CLOC #9	OH	DGRFOHXA	Competitive	De Graff
CLOC #9	OH	DLPHOHXA	Competitive	Delphos
CLOC #9	OH	DMSCOHXA	Competitive	Damascus
CLOC #9	OH	DNKROHXA	Competitive	Dunkirk
CLOC #9	OH	DSHLOHXA	Competitive	Deshler
CLOC #9	OH	EATNOHXA	Non Competitive	Eaton
CLOC #9	OH	ELBLOHXA	Competitive	East Liberty
CLOC #9	OH	ELDROHXA	Non Competitive	Eldorado
CLOC #9	OH	ELIDOHXA	Competitive	Elida
CLOC #9	OH	FLRDOHXA	Competitive	Florida
CLOC #9	OH	FRBGOHXA	Competitive	Fredericksburg
CLOC #9	OH	FRTWOHXA	Competitive	Fredericktown
CLOC #9	OH	FTLROHXA	Competitive	Fort Loramie
CLOC #9	OH	FZBGOHXA	Competitive	Frazeysburg
CLOC #9	OH	GLMTOHXA	Competitive	Glenmont
CLOC #9	OH	GLSTOHXA	Competitive	Glouster
CLOC #9	OH	GMBROHXA	Competitive	Gambier
CLOC #9	OH	GNVLOHXA	Competitive	Greenville
CLOC #9	OH	GOMROHXA	Competitive	Gomer/Rimer

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	OH	GRNEOHXA	Competitive	Greene
CLOC #9	OH	GRSPOHXA	Competitive	Green Springs
CLOC #9	OH	GRTNOHXA	Competitive	Grelton/Malinta
CLOC #9	OH	GTBGOHXA	Competitive	Gettysburg
CLOC #9	OH	HBRNOHXA	Competitive	Hebron
CLOC #9	OH	HLBGOHXA	Competitive	Hollansburg
CLOC #9	OH	HLGTOHXA	Competitive	Holgate
CLOC #9	OH	HMLROHXA	Competitive	Hamler
CLOC #9	OH	HMVLOHXA	Competitive	Holmesville
CLOC #9	OH	HNVIOHXA	Competitive	Huntsville
CLOC #9	OH	HRFROHXA	Competitive	Hartford
CLOC #9	OH	JEWLOHXA	Competitive	Jewell
CLOC #9	OH	JFSAOHXA	Competitive	Jefferson
CLOC #9	OH	JHTNOHXA	Competitive	Johnston
CLOC #9	OH	JHTWOHXA	Competitive	Johnstown
CLOC #9	OH	JHVLOHXA	Competitive	Johnsville
CLOC #9	OH	JKCTOHXA	Competitive	Jackson Center
CLOC #9	OH	JNCYOHXA	Competitive	Junction City
CLOC #9	OH	KDRNOHXA	Competitive	Kidron
CLOC #9	OH	KLBCOHXA	Competitive	Killbuck
CLOC #9	OH	KNMNOHXA	Competitive	Kinsman
CLOC #9	OH	LBCTOHXA	Competitive	Liberty Center
CLOC #9	OH	LBNNOHXA	Competitive	Lebanon
CLOC #9	OH	LCKYOHXA	Competitive	Luckey
CLOC #9	OH	LFYTOHXA	Competitive	Lafayette
CLOC #9	OH	LIMAOHXA	Competitive	Lima Main
CLOC #9	OH	LKMLOHXA	Competitive	Lake Milton
CLOC #9	OH	LRTWOHXB	Competitive	Lordstown
CLOC #9	OH	LUCSOHXA	Competitive	Lucas
CLOC #9	OH	LVBGOHXA	Competitive	Leavittsburg
CLOC #9	OH	LXTNOHXA	Competitive	Lexington
CLOC #9	OH	LYKNOHXA	Competitive	Lykens
CLOC #9	OH	LYNSOHXA	Competitive	Lyons
CLOC #9	OH	MASNOHXA	Competitive	Mason
CLOC #9	OH	MCNVOHXA	Competitive	Mcconnelsville
CLOC #9	OH	MDBROHXA	Competitive	Madisonburg
CLOC #9	OH	MGSPOHXA	Competitive	Magnetic Springs
CLOC #9	OH	MLBGOHXA	Competitive	Millersburg
CLOC #9	OH	MLCTOHXA	Competitive	Milford Center
CLOC #9	OH	MNFDOHXA	Competitive	Mansfield
CLOC #9	OH	MNFDOHXB	Competitive	Stewart
CLOC #9	OH	MNFDOHXC	Competitive	Trimble
CLOC #9	OH	MNFDOHXD	Competitive	West
CLOC #9	OH	MOLNOHXA	Competitive	Moline
CLOC #9	OH	MRBGOHXA	Competitive	Martinsburg
CLOC #9	OH	MRNGOHXA	Competitive	Marengo
CLOC #9	OH	MRRWOHXA	Competitive	Morrow
CLOC #9	OH	MRVLOHXA	Competitive	Marshallville
CLOC #9	OH	MTGLOHXA	Competitive	Mount Gilead
CLOC #9	OH	MTMOOHXA	Competitive	Metamora
CLOC #9	OH	MTSTOHXA	Competitive	Mount Sterling

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	OH	MTVCOHXA	Competitive	Mount Victory
CLOC #9	OH	MTVROHXA	Competitive	Mount Vernon
CLOC #9	OH	MYVIOHXA	Competitive	Marysville
CLOC #9	OH	NBENOHXA	Competitive	North Benton
CLOC #9	OH	NLBGOHXA	Competitive	North Lewisburg
CLOC #9	OH	NPLNOHXA	Competitive	Napoleon/Gerald
CLOC #9	OH	NSVLOHXA	Competitive	Nashville
CLOC #9	OH	NWCHOHXA	Competitive	New Winchester
CLOC #9	OH	NWFLOHXA	Competitive	Newton Falls
CLOC #9	OH	NWLYOHXA	Competitive	New Lyme
CLOC #9	OH	NWMSOHXA	Competitive	New Madison
CLOC #9	OH	NWPROHXA	Non Competitive	New Paris
CLOC #9	OH	OLFTOHXA	Competitive	Old Fort
CLOC #9	OH	ORVLOHXA	Competitive	Orrville
CLOC #9	OH	OTWAOHXA	Competitive	Ottawa
CLOC #9	OH	PEVLOHXA	Competitive	Pennsville
CLOC #9	OH	PRTGOHXA	Competitive	Portage
CLOC #9	OH	PTSKOHXA	Competitive	Pataskala
CLOC #9	OH	RCCTOHXA	Competitive	Richfield Center
CLOC #9	OH	RCFROHXA	Competitive	Rockford
CLOC #9	OH	RDWYOHXA	Competitive	Ridgeway
CLOC #9	OH	RNRVOHXA	Competitive	Reinersville
CLOC #9	OH	RSBGOHXA	Competitive	Rossburg
CLOC #9	OH	RSHSOHXA	Competitive	Rushsylvania
CLOC #9	OH	RSNGOHXA	Competitive	Risingsun
CLOC #9	OH	RSPNOHXA	Competitive	Russells Point
CLOC #9	OH	RSWDOHXA	Competitive	Rosewood
CLOC #9	OH	RTMNOHXA	Competitive	Rittman
CLOC #9	OH	RYMNOHXA	Competitive	Raymond
CLOC #9	OH	SDNYOHXA	Competitive	Sidney
CLOC #9	OH	SHLBOHXA	Competitive	Shelby
CLOC #9	OH	SHLHOHXA	Competitive	Shiloh
CLOC #9	OH	SHRVOHXA	Competitive	Shreve
CLOC #9	OH	SLBNOHXA	Competitive	South Lebanon
CLOC #9	OH	SMVLOHXA	Competitive	Smithville
CLOC #9	OH	SNBYOHXB	Competitive	Sunbury
CLOC #9	OH	STNGOHXA	Competitive	Sterling
CLOC #9	OH	STPTOHXA	Competitive	Stockport
CLOC #9	OH	STRGOHXA	Competitive	Stoney Ridge
CLOC #9	OH	STRYOHXA	Competitive	Stryker
CLOC #9	OH	SWTNOHXA	Competitive	Swanton
CLOC #9	OH	UTICOHXA	Competitive	Utica
CLOC #9	OH	VNDCOHXA	Competitive	Venedocia
CLOC #9	OH	VNWROHXA	Competitive	Van Wert
CLOC #9	OH	VRSLOHXA	Competitive	Versailles
CLOC #9	OH	WASNOHXA	Competitive	Wauseon
CLOC #9	OH	WDVLOHXA	Competitive	Woodville
CLOC #9	OH	WLBTOHXA	Competitive	West Liberty
CLOC #9	OH	WLDROHXA	Competitive	Woodland
CLOC #9	OH	WMCHOHXA	Non Competitive	West Manchester
CLOC #9	OH	WMFDOHAC	Competitive	Byhalia

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	OH	WMFDOHXA	Competitive	West Mansfield
CLOC #9	OH	WMNSOHXA	Competitive	Westminster
CLOC #9	OH	WNHMOHXA	Competitive	Windham
CLOC #9	OH	WRRNOHXA	Competitive	Warren
CLOC #9	OH	WRRNOHXB	Competitive	Franklin
CLOC #9	OH	WRRNOHXE	Competitive	Champion
CLOC #9	OH	WRRNOHXF	Competitive	Howland/Vienna
CLOC #9	OH	WRRNOHXG	Competitive	Oak Knoll
CLOC #9	OH	WSTROHXA	Competitive	Wooster
CLOC #9	OH	WTVLOHXA	Competitive	Waterville
CLOC #9	OH	WYFDOHXA	Competitive	Waynesfield
CLOC #9	OH	WYLDOHXA	Competitive	Wayland
CLOC #9	OH	WYVLOHXA	Competitive	Waynesville
CLOC #9	OH	YRCTOHXA	Competitive	York Center
CLOC #9	OR	ARTNORXA	Non Competitive	Arlington
CLOC #9	OR	BEVRORXA	Competitive	Beaver
CLOC #9	OR	BTFLORXX	Competitive	Butte Falls
CLOC #9	OR	BYCYORXA	Competitive	Bay City
CLOC #9	OR	CODLORXA	Competitive	Cloverdale
CLOC #9	OR	CRLKORXA	Competitive	Crater Lake
CLOC #9	OR	CRTOORXA	Competitive	Carlton
CLOC #9	OR	CSLCORXA	Competitive	Cascade Locks
CLOC #9	OR	DMLKORXX	Competitive	Diamond Lake
CLOC #9	OR	FSLKORXA	Competitive	Fish Lake
CLOC #9	OR	GRBLORXA	Competitive	Garibaldi
CLOC #9	OR	GRRNORXA	Competitive	Grand Ronde
CLOC #9	OR	GRVYORXA	Non Competitive	Grass Valley
CLOC #9	OR	HDRVORXA	Competitive	Hood River
CLOC #9	OR	LNCYORXX	Competitive	Lincoln City
CLOC #9	OR	MOROORXA	Non Competitive	Moro
CLOC #9	OR	MOSRORXX	Competitive	Mosier
CLOC #9	OR	ODLLORXX	Competitive	Odell
CLOC #9	OR	PCCYORXX	Competitive	Pacific City
CLOC #9	OR	PRDLORXX	Competitive	Parkdale
CLOC #9	OR	PRSPORXX	Competitive	Prospect
CLOC #9	OR	RKWYORXA	Competitive	Rockaway
CLOC #9	OR	RUFSORXA	Non Competitive	Rufus
CLOC #9	OR	SHCVORXX	Competitive	Shady Cove
CLOC #9	OR	SHRDORXA	Competitive	Sheridan
CLOC #9	OR	THDLORXA	Competitive	The Dalles
CLOC #9	OR	TLMKORXA	Competitive	Tillamook
CLOC #9	OR	WASCORXA	Non Competitive	Wasco
CLOC #9	OR	WHCYORXX	Competitive	White City
CLOC #9	OR	WLMNORXB	Competitive	Willamina
CLOC #9	PA	ALVLPAXA	Competitive	Allensville
CLOC #9	PA	BCCKPAXB	Competitive	Beech Creek
CLOC #9	PA	BDFRPAXB	Non Competitive	Bedford
CLOC #9	PA	BDVYPAXB	Non Competitive	Bedford Valley
CLOC #9	PA	BIGVPAXB	Competitive	Biglerville
CLOC #9	PA	BLINPAXB	Competitive	Blain
CLOC #9	PA	BLRSPAXB	Competitive	Blue Ridge Summit

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	PA	BLTWPAXB	Competitive	Blacktown
CLOC #9	PA	BLVLPAXB	Competitive	Belleville
CLOC #9	PA	BRINPAXB	Competitive	Bruin
CLOC #9	PA	BTLRPAXB	Competitive	Butler
CLOC #9	PA	CHBGPAXC	Competitive	Chambersburg
CLOC #9	PA	CHCRPAXC	Competitive	Chicora
CLOC #9	PA	CLMAPAXC	Competitive	Columbia
CLOC #9	PA	CLRVPAXC	Non Competitive	Clearville
CLOC #9	PA	CLVLPAXC	Non Competitive	Charlesville
CLOC #9	PA	CNQNPAXC	Competitive	Connoquenessing
CLOC #9	PA	CRLSPAXC	Competitive	Carlisle
CLOC #9	PA	CVTSPAAC	Non Competitive	State Line
CLOC #9	PA	CYBGPAXC	Competitive	Claysburg
CLOC #9	PA	DNCNPAXD	Competitive	Duncannon
CLOC #9	PA	DYRNPAXD	Competitive	Dry Run
CLOC #9	PA	EMTNPAXE	Non Competitive	Emlenton
CLOC #9	PA	EUCLPAXE	Competitive	Eau Claire
CLOC #9	PA	EVCYPAXE	Competitive	Evans City
CLOC #9	PA	EVRTPAXE	Non Competitive	Everett
CLOC #9	PA	EWFRPAXE	Competitive	East Waterford
CLOC #9	PA	EZTWPAXE	Competitive	Elizabethtown
CLOC #9	PA	FRFDPAXF	Competitive	Fairfield
CLOC #9	PA	FSTWPAXF	Non Competitive	Fishertown
CLOC #9	PA	FXBGPAXF	Competitive	Foxburg
CLOC #9	PA	FYVLPAXF	Competitive	Fayetteville
CLOC #9	PA	GNCSPAXG	Competitive	Greencastle
CLOC #9	PA	GTBGPAXG	Competitive	Gettysburg
CLOC #9	PA	HNVRPAXH	Competitive	Hanover
CLOC #9	PA	HPWLPAXH	Non Competitive	Hopewell
CLOC #9	PA	HRVLPAXH	Competitive	Harrisville
CLOC #9	PA	HWRDPAXH	Competitive	Howard
CLOC #9	PA	HYNDPAXH	Non Competitive	Hyndman
CLOC #9	PA	ICBGPAXI	Competitive	Ickesburg
CLOC #9	PA	LTTWPAXL	Competitive	Littlestown
CLOC #9	PA	LVRPPAXL	Competitive	Liverpool
CLOC #9	PA	LYBGPAXL	Non Competitive	Loysburg
CLOC #9	PA	LYSVPAXL	Competitive	Loysville
CLOC #9	PA	MARNPAXM	Competitive	Marion
CLOC #9	PA	MCBGPAXM	Non Competitive	Mcconnellsburg
CLOC #9	PA	MCLVPAXM	Competitive	Mc Alisterville
CLOC #9	PA	MFTWPAXM	Competitive	Mifflintown
CLOC #9	PA	MHSPPAXM	Competitive	Mount Holly Springs
CLOC #9	PA	MKBGPAXM	Competitive	Marklesburg
CLOC #9	PA	MLHLPAXE	Competitive	Mill Hall
CLOC #9	PA	MLTWPAXM	Competitive	Millerstown
CLOC #9	PA	MNTWPAXM	Competitive	Mcconnellstown
CLOC #9	PA	MRBGPAXM	Competitive	Martinsburg
CLOC #9	PA	MRCBPAXM	Competitive	Mercersburg
CLOC #9	PA	MRDNPAXM	Competitive	Meridian
CLOC #9	PA	MRTTPAXM	Competitive	Marietta
CLOC #9	PA	MTJYPAXM	Competitive	Mount Joy

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	PA	MTVLPAXM	Competitive	Mountville
CLOC #9	PA	MYVIPAXM	Competitive	Marysville
CLOC #9	PA	NBFDPAXN	Competitive	New Bloomfield
CLOC #9	PA	NIXNPAXN	Competitive	Nixon
CLOC #9	PA	NVLCPAXN	Competitive	Newville
CLOC #9	PA	NWBGPAXN	Competitive	Newburg
CLOC #9	PA	NWOXPAXN	Competitive	New Oxford
CLOC #9	PA	NWPTPAXN	Competitive	Newport
CLOC #9	PA	NWSHPAXN	Competitive	North Washington
CLOC #9	PA	ORBSPAXO	Competitive	Orbisonia
CLOC #9	PA	OSBGPAXO	Non Competitive	Osterburg
CLOC #9	PA	PAGVPAXP	Competitive	Plain Grove
CLOC #9	PA	PRKRPAXP	Competitive	Parker
CLOC #9	PA	PRSPPAXP	Competitive	Prospect
CLOC #9	PA	PTRLPAXP	Competitive	Petrolia
CLOC #9	PA	PTRYPAXP	Competitive	Port Royal
CLOC #9	PA	PTVLPAXP	Competitive	Portersville
CLOC #9	PA	RCFDPAXR	Competitive	Richfield
CLOC #9	PA	RDVLPAXR	Competitive	Reedsville
CLOC #9	PA	RRSPPAXR	Competitive	Roaring Spring
CLOC #9	PA	SCBGPAXS	Non Competitive	Schellsburg
CLOC #9	PA	SHGPPAXS	Competitive	Shade Gap
CLOC #9	PA	SHIPPAXS	Competitive	Shippensburg
CLOC #9	PA	SLRKPAXS	Competitive	Slippery Rock
CLOC #9	PA	SQTSPAAC	Non Competitive	Hewitt
CLOC #9	PA	STTMPAXS	Competitive	Saint Thomas
CLOC #9	PA	THSPPAXT	Competitive	Three Springs
CLOC #9	PA	TMTWPAXT	Competitive	Thompsontown
CLOC #9	PA	VLNTPAXV	Competitive	Volant
CLOC #9	PA	WLBGPAXW	Competitive	Williamsburg
CLOC #9	PA	WSNBPAXW	Competitive	West Sunbury
CLOC #9	PA	WYBOPAXW	Competitive	Waynesboro
CLOC #9	PA	YRSPPAXY	Competitive	York Springs
CLOC #9	PA	ZIONPAXZ	Competitive	Zion
CLOC #9	SC	BHVLSCXA	Competitive	Branchville
CLOC #9	SC	BUFTSCXA	Competitive	Beaufort
CLOC #9	SC	CHPLSCXA	Non Competitive	Chappells
CLOC #9	SC	CRHLSCXA	Competitive	Cross Hill
CLOC #9	SC	ESTLSCXA	Competitive	Estill
CLOC #9	SC	ETVLSCXA	Competitive	Eutawville
CLOC #9	SC	GNWDSCXB	Non Competitive	Greenwood South
CLOC #9	SC	GNWDSCXC	Non Competitive	Greenwood
CLOC #9	SC	HDGSSCXA	Non Competitive	Hodges
CLOC #9	SC	HLHLSCXA	Competitive	Holly Hill
CLOC #9	SC	HMPNSCXA	Competitive	Hampton
CLOC #9	SC	LRBYSCXA	Competitive	Laurel Bay
CLOC #9	SC	LWCNSCAA	Competitive	Low Country
CLOC #9	SC	MTVLSCXA	Competitive	Mountville
CLOC #9	SC	NTSXSCXA	Non Competitive	Ninety Six
CLOC #9	SC	RDLDSCXA	Competitive	Ridgeland
CLOC #9	SC	SALDSCXA	Competitive	Saluda

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	SC	STHLSCXA	Competitive	St. Helena
CLOC #9	SC	TROYSCXA	Non Competitive	Troy
CLOC #9	SC	WRSHSCXA	Non Competitive	Ware Shoals
CLOC #9	TN	BLCYTNXA	Competitive	Bluff City
CLOC #9	TN	BLTNTNXA	Non Competitive	Baileyton
CLOC #9	TN	BRSTTNXA	Competitive	Bristol
CLOC #9	TN	BRSTTNXB	Competitive	Bristol South
CLOC #9	TN	BTLRTNXA	Competitive	Butler
CLOC #9	TN	BUVLTNXA	Competitive	Blountville
CLOC #9	TN	CHHLTNXA	Competitive	Church Hill
CLOC #9	TN	ELTNTNXA	Competitive	Elizabethton
CLOC #9	TN	ERWNTNXA	Non Competitive	Erwin
CLOC #9	TN	FLBRTNXA	Competitive	Fall Branch
CLOC #9	TN	GRVLTNXA	Non Competitive	Greeneville
CLOC #9	TN	HMPNTNXA	Competitive	Hampton
CLOC #9	TN	JHCYTNXC	Competitive	Johnson City North
CLOC #9	TN	JNBOTNXA	Competitive	Jonesborough
CLOC #9	TN	KGPTTNXA	Competitive	Kingsport
CLOC #9	TN	KGPTTNXC	Competitive	Kingsport East
CLOC #9	TN	LMSTTNXA	Competitive	Limestone
CLOC #9	TN	MDWYTNXA	Competitive	Midway
CLOC #9	TN	MOSHTNXA	Non Competitive	Mosheim
CLOC #9	TN	MTCYTNXA	Competitive	Mountain City
CLOC #9	TN	RNMTTNXA	Competitive	Roan Mountain
CLOC #9	TN	SLGRTNXA	Competitive	Sullivan Gardens
CLOC #9	TN	STCKTNXA	Competitive	Stoney Creek
CLOC #9	TX	ALVRTXXA	Competitive	Alvord
CLOC #9	TX	ARP TXXA	Competitive	Arp
CLOC #9	TX	ARSNTXXA	Non Competitive	Anderson
CLOC #9	TX	ATASTXXA	Competitive	Atascocita
CLOC #9	TX	ATHNTXXA	Competitive	Athens
CLOC #9	TX	BCHHTXXA	Non Competitive	Buckholts
CLOC #9	TX	BLRDTXXA	Competitive	Bullard
CLOC #9	TX	BOYDTXXA	Competitive	Boyd
CLOC #9	TX	BRBOTXXA	Competitive	Brownsboro
CLOC #9	TX	BRCLTXXA	Non Competitive	Berclair
CLOC #9	TX	BRMNTXXA	Non Competitive	Bremond
CLOC #9	TX	BRPTTXXA	Competitive	Bridgeport
CLOC #9	TX	BSVLTXXA	Competitive	Boonsville
CLOC #9	TX	CAYGTXAB	Non Competitive	Cayuga
CLOC #9	TX	CFTNTXXA	Non Competitive	Clifton
CLOC #9	TX	CHICTXXA	Competitive	Chico
CLOC #9	TX	CHNDTXXA	Competitive	Chandler
CLOC #9	TX	CHRCTXXA	Non Competitive	Charco
CLOC #9	TX	CMRCTXXA	Competitive	Commerce
CLOC #9	TX	COPRTXXA	Non Competitive	Cooper
CLOC #9	TX	CPCVTXXA	Competitive	Copperas Cove
CLOC #9	TX	CPGPTXXA	Non Competitive	Cranfills Gap
CLOC #9	TX	DBLNTXXA	Non Competitive	Dublin
CLOC #9	TX	DCTRTXXA	Competitive	Decatur
CLOC #9	TX	ESTCTXXA	Competitive	Eustace

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	TX	FLATTXXA	Competitive	Flat
CLOC #9	TX	FLRNTXXA	Competitive	Florence
CLOC #9	TX	FRTNTXXA	Non Competitive	Frankston
CLOC #9	TX	FTHDTXXA	Competitive	Fort Hood
CLOC #9	TX	GBCYTXXA	Competitive	Mabank
CLOC #9	TX	GLNFTXXA	Non Competitive	Glen Flora
CLOC #9	TX	GRFRTXXA	Non Competitive	Graford
CLOC #9	TX	GRSBTXXA	Non Competitive	Groesbeck
CLOC #9	TX	GTVLTXXA	Competitive	Gatesville
CLOC #9	TX	HDNHTXXA	Competitive	Heidenheimer
CLOC #9	TX	HICOTXXA	Non Competitive	Hico
CLOC #9	TX	HLLDTXXA	Competitive	Holland
CLOC #9	TX	HMBLTXXA	Competitive	Humble
CLOC #9	TX	HMBLTXXC	Competitive	South Humble
CLOC #9	TX	HMTNTXXA	Non Competitive	Hamilton
CLOC #9	TX	HUTTTXXA	Competitive	Hutto
CLOC #9	TX	JNBOTXXA	Competitive	Jonesboro
CLOC #9	TX	JPLNTXXA	Non Competitive	Joplin
CLOC #9	TX	KEMPTXXA	Competitive	Kemp
CLOC #9	TX	KFMNTXXA	Competitive	Kaufman
CLOC #9	TX	KGWDTXXA	Competitive	Kingwood
CLOC #9	TX	KGWDTXXC	Competitive	Kings Crossing
CLOC #9	TX	KLLNTXXA	Competitive	Killeen
CLOC #9	TX	KLLNTXXC	Competitive	Harker Heights
CLOC #9	TX	KMPNTXXA	Non Competitive	Kempner
CLOC #9	TX	KNKRTXXA	Competitive	Koon Kreek
CLOC #9	TX	KOSSTXXA	Non Competitive	Kosse
CLOC #9	TX	KRNSTXXA	Non Competitive	Kerens
CLOC #9	TX	KRUMTXXA	Competitive	Krum
CLOC #9	TX	LGPKTXXA	Non Competitive	Laguna Park
CLOC #9	TX	LKPETXXA	Competitive	Lake Palestine East
CLOC #9	TX	LOMTTXXA	Non Competitive	Lometa
CLOC #9	TX	LTRVTXXA	Competitive	Little River
CLOC #9	TX	MFFTTXXA	Competitive	Moffat
CLOC #9	TX	MLANTXXA	Non Competitive	Milano
CLOC #9	TX	MLKFTXXA	Competitive	Malakoff
CLOC #9	TX	MLSPTXXA	Competitive	Millsap
CLOC #9	TX	MNTBTXXA	Non Competitive	Montalba
CLOC #9	TX	MRCHTXXA	Competitive	Murchison
CLOC #9	TX	MRMLTXXA	Competitive	Martins Mill
CLOC #9	TX	NCHSTXXA	Non Competitive	Neches
CLOC #9	TX	NLVLTXXA	Competitive	Nolanville
CLOC #9	TX	NVSTTXXA	Non Competitive	Navasota
CLOC #9	TX	NWLNTXXA	Competitive	New London
CLOC #9	TX	ONVLTXXA	Competitive	Oenaville
CLOC #9	TX	OVTNTXXA	Competitive	Overton
CLOC #9	TX	PAWNTXXA	Competitive	Pawnee
CLOC #9	TX	PKLKTXXA	Non Competitive	Possum Kingdom
CLOC #9	TX	PLPNTXXA	Non Competitive	Palo Pinto
CLOC #9	TX	PLSTTXXA	Non Competitive	Palestine
CLOC #9	TX	PLVLTXXA	Non Competitive	Plantersville

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	TX	PONDTXXA	Competitive	Ponder
CLOC #9	TX	PRDSTXXA	Competitive	Paradise
CLOC #9	TX	PRICTXAA	Competitive	Price
CLOC #9	TX	PRRNTXXA	Non Competitive	Perrin
CLOC #9	TX	PTERTXXA	Competitive	Porter
CLOC #9	TX	PTHSTXXA	Competitive	Porter Heights
CLOC #9	TX	PTTSTXXA	Competitive	Pettus
CLOC #9	TX	PTTVTXXA	Non Competitive	Pottsville
CLOC #9	TX	PYSPTXXA	Competitive	Payne Springs
CLOC #9	TX	RCHRTXXA	Competitive	Richards
CLOC #9	TX	RHMETXXA	Competitive	Rhome
CLOC #9	TX	RNBYTXXA	Competitive	Runaway Bay
CLOC #9	TX	SALDTXXA	Competitive	Salado
CLOC #9	TX	SHROTXXA	Non Competitive	Shiro
CLOC #9	TX	SLIDTXXA	Competitive	Slidell
CLOC #9	TX	SNGRTXXA	Competitive	Sanger
CLOC #9	TX	SNSTTXXA	Competitive	Sunset
CLOC #9	TX	SNTOTXXA	Non Competitive	Santo
CLOC #9	TX	STDLTXXA	Competitive	Stockdale
CLOC #9	TX	STJOTXXA	Non Competitive	Saint Jo
CLOC #9	TX	STVLTXXB	Non Competitive	Stephenville
CLOC #9	TX	THTNTXXA	Non Competitive	Thornton
CLOC #9	TX	TNCLTXXA	Non Competitive	Tennessee Colony
CLOC #9	TX	TOSPTXXA	Competitive	Tool 7 Points
CLOC #9	TX	TRNDTXXA	Competitive	Trinidad
CLOC #9	TX	TRUPTXXA	Competitive	Troup
CLOC #9	TX	TRVLTXXA	Competitive	Turnersville
CLOC #9	TX	TUKRTXXA	Non Competitive	Tucker
CLOC #9	TX	WASHTXXA	Non Competitive	Washington
CLOC #9	TX	WCLMTXXA	Competitive	West Columbia
CLOC #9	TX	ZBVLTXXA	Competitive	Zabcikville
CLOC #9	VA	ABNGVAXA	Competitive	Abingdon
CLOC #9	VA	ALTVVAXA	Competitive	Altavista
CLOC #9	VA	ARRTVAXA	Non Competitive	Ararat
CLOC #9	VA	ARVNVAXA	Competitive	Arvonia
CLOC #9	VA	ATVLVAXA	Competitive	Austinville
CLOC #9	VA	AXTNVAXA	Non Competitive	Axton
CLOC #9	VA	BCHLVAXA	Non Competitive	Bachelors Hall
CLOC #9	VA	BCHMVAXA	Competitive	Buckingham
CLOC #9	VA	BLCSVAXA	Non Competitive	Blackstone
CLOC #9	VA	BLNDVAXA	Non Competitive	Bland
CLOC #9	VA	BNMLVAXA	Non Competitive	Boones Mill
CLOC #9	VA	BNVSVAXA	Competitive	Buena Vista
CLOC #9	VA	BRBGVAXA	Non Competitive	Brownsburg
CLOC #9	VA	BRDNVAXA	Non Competitive	Brodnax
CLOC #9	VA	BRKNVAXA	Competitive	Brookneal
CLOC #9	VA	BRSTVAXA	Competitive	Bristol
CLOC #9	VA	BRVLVAXA	Non Competitive	Burkeville
CLOC #9	VA	BSSTVAXA	Non Competitive	Bassett
CLOC #9	VA	BTCHVAXA	Non Competitive	Burnt Chimney
CLOC #9	VA	BVRDVAXA	Competitive	Beaverdam

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	VA	CANAVAXA	Non Competitive	Cana
CLOC #9	VA	CERSVAXA	Non Competitive	Ceres
CLOC #9	VA	CHLHVAXA	Competitive	Chilhowie
CLOC #9	VA	CHVLVAXA	Competitive	Charlottesville
CLOC #9	VA	CHVLVAXB	Competitive	Charlottesville North
CLOC #9	VA	CMRKVAXA	Non Competitive	Comers Rock
CLOC #9	VA	COVLVAXA	Non Competitive	Collinsville
CLOC #9	VA	CRCKVAXA	Competitive	Cripple Creek
CLOC #9	VA	CREWVAXA	Non Competitive	Crewe
CLOC #9	VA	CRZTVAXA	Competitive	Crozet
CLOC #9	VA	DLWYVAXA	Competitive	Dillwyn
CLOC #9	VA	DMSCVAXA	Competitive	Damascus
CLOC #9	VA	FKUNVAXA	Competitive	Fork Union
CLOC #9	VA	FLDLVAXA	Non Competitive	Fieldale
CLOC #9	VA	FRISVAXA	Non Competitive	Fries
CLOC #9	VA	FRRMVAXA	Non Competitive	Ferrum
CLOC #9	VA	FRRYVAXA	Competitive	Front Royal
CLOC #9	VA	FRVLVAXA	Non Competitive	Farmville
CLOC #9	VA	GALXVAXA	Competitive	Galax
CLOC #9	VA	GDSPVAXA	Competitive	Glade Spring
CLOC #9	VA	GLDYVAXA	Competitive	Gladys
CLOC #9	VA	GLSGVAXA	Non Competitive	Glasgow
CLOC #9	VA	GMTRVAXA	Competitive	Gum Tree
CLOC #9	VA	GTCYVAXA	Non Competitive	Gate City
CLOC #9	VA	HLFXVAXA	Non Competitive	Halifax
CLOC #9	VA	HLVLVAXA	Non Competitive	Hillsville
CLOC #9	VA	HMSYVAXA	Non Competitive	Hampden Sydney
CLOC #9	VA	INDPVAXA	Non Competitive	Independence
CLOC #9	VA	KNBRVAXA	Non Competitive	Kenbridge
CLOC #9	VA	KNRKVAXA	Competitive	Konnarock
CLOC #9	VA	LACRVAXA	Non Competitive	La Crosse
CLOC #9	VA	LRFKVAXA	Non Competitive	Laurel Fork
CLOC #9	VA	LURYVAXA	Non Competitive	Luray
CLOC #9	VA	LXTNVAXA	Competitive	Lexington
CLOC #9	VA	MARNVAXA	Competitive	Marion
CLOC #9	VA	MDDNVAXA	Non Competitive	Meadows Of Dan
CLOC #9	VA	MDVWVAXA	Competitive	Meadowview
CLOC #9	VA	MTPLVAXA	Competitive	Montpelier
CLOC #9	VA	MTVIVAXA	Competitive	Martinsville
CLOC #9	VA	MTWLVAXA	Non Competitive	Mouth Of Wilson
CLOC #9	VA	MXMDVAXA	Competitive	Max Meadows
CLOC #9	VA	NTBRVAXA	Non Competitive	Natural Bridge
CLOC #9	VA	PLMYVAXA	Competitive	Palmyra
CLOC #9	VA	PRSPVAXA	Non Competitive	Prospect
CLOC #9	VA	RCMTVAXA	Non Competitive	Rocky Mount
CLOC #9	VA	RCVYVAXA	Competitive	Rich Valley
CLOC #9	VA	RDWYVAXA	Non Competitive	Ridgeway
CLOC #9	VA	RRRTVAXA	Competitive	Rural Retreat
CLOC #9	VA	RSBGVAXA	Competitive	Rustburg
CLOC #9	VA	SBTNVAXA	Non Competitive	South Boston
CLOC #9	VA	SCHLVAXA	Competitive	Schuyler

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	VA	SCVLVAXA	Competitive	Scottsville
CLOC #9	VA	SDVLVAXA	Competitive	Stanardsville
CLOC #9	VA	SGGVVAXA	Competitive	Sugar Grove
CLOC #9	VA	SHNDVAXA	Non Competitive	Shenandoah
CLOC #9	VA	SLVLVAXA	Competitive	Saltville
CLOC #9	VA	SPNCVAXA	Non Competitive	Spencer
CLOC #9	VA	STHLVAXA	Non Competitive	South Hill
CLOC #9	VA	STNLVAXA	Non Competitive	Stanley
CLOC #9	VA	STRTVAXA	Non Competitive	Stuart
CLOC #9	VA	SYLVVAXA	Non Competitive	Sylvatus
CLOC #9	VA	TBVLVAXA	Non Competitive	Turbeville
CLOC #9	VA	UNHLVAXA	Non Competitive	Union Hall
CLOC #9	VA	VCTAVAXA	Non Competitive	Victoria
CLOC #9	VA	VLNSVAXA	Non Competitive	Volens
CLOC #9	VA	VRGLVAXA	Non Competitive	Virgilina
CLOC #9	VA	WASHVAXA	Non Competitive	Washington
CLOC #9	VA	WHTMVAXA	Non Competitive	Whitmell
CLOC #9	VA	WLWNVAXA	Non Competitive	Woolwine
CLOC #9	VA	WYVLVAXA	Competitive	Wytheville
CLOC #9	WA	BCTNWAXX	Non Competitive	Bickleton
CLOC #9	WA	BRNNWAXX	Competitive	Brinnon
CLOC #9	WA	CLMAWAXA	Competitive	Columbia
CLOC #9	WA	CNTRWAXX	Competitive	Chimacum
CLOC #9	WA	DLPTWAAC	Non Competitive	Dallesport
CLOC #9	WA	GDVWWAXA	Competitive	Grandview
CLOC #9	WA	GLDLWAXA	Non Competitive	Goldendale
CLOC #9	WA	GLWDWAXA	Non Competitive	Glenwood
CLOC #9	WA	GRNGWAXA	Competitive	Granger
CLOC #9	WA	GRNRWAXX	Competitive	Gardiner
CLOC #9	WA	HRRHWAXA	Competitive	Harrah
CLOC #9	WA	KLCTWAXX	Non Competitive	Klickitat
CLOC #9	WA	LYLEWAXA	Non Competitive	Lyle
CLOC #9	WA	MBTNWAXX	Competitive	Mabton
CLOC #9	WA	MTWAWAXA	Non Competitive	Mattawa
CLOC #9	WA	PASNWAXA	Competitive	Paterson
CLOC #9	WA	PLSBWAXX	Competitive	Poulsbo
CLOC #9	WA	PRSRWAXA	Competitive	Prosser
CLOC #9	WA	QLCNWAXA	Competitive	Quilcene
CLOC #9	WA	RSVTWAXA	Non Competitive	Roosevelt
CLOC #9	WA	SNSDWAXX	Competitive	Sunnyside
CLOC #9	WA	STSNWAXA	Non Competitive	Stevenson
CLOC #9	WA	TPNSWAXX	Competitive	Toppenish
CLOC #9	WA	TRLKWAXX	Non Competitive	Trout Lake
CLOC #9	WA	WHSLWAXX	Non Competitive	White Salmon
CLOC #9	WA	WHSWWAXX	Competitive	White Swan
CLOC #9	WA	WHTSWAXA	Competitive	Whitstran
CLOC #9	WA	WLRDWAXX	Non Competitive	Willard
CLOC #9	WA	WPATWAXX	Competitive	Wapato
CLOC #9	WA	WSHRWAXA	Non Competitive	Wishram
CLOC #9	WA	ZLLHWAXA	Competitive	Zillah
CLOC #9	WY	GRNSWYXC	Non Competitive	Guernsey

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	WY	LGRNWYXC	Non Competitive	Lagrange
CLOC #9	WY	LNGLWYXC	Non Competitive	Lingle
CLOC #9	WY	TRTNWYXC	Non Competitive	Torrington

Matt Kohly

From: Smith, Susan <susan.smith@centurylink.com>
Sent: Friday, April 3, 2020 2:27 PM
To: 'Matt Kohly'; Boudhaouia, Abdennaceur Jamal
Cc: Albritton, Trey E
Subject: RE: Dark Fiber Inquiry

When responding to your email we check if any ILEC dark fiber is available less maintenance fiber. We do not check on any projected for demand or pending orders.

Susan W Smith
Wholesale Regulatory Support
CenturyLink Wholesale
Voice: 903-792-3499 I EMAIL:Susan.Smith@CenturyLink.com
CenturyLink Wholesale Website: www.CenturyLink.com/Wholesale

From: Matt Kohly <rmkohly@socket telecom.com>
Sent: Friday, April 03, 2020 2:11 PM
To: Smith, Susan <susan.smith@centurylink.com>; Boudhaouia, Abdennaceur Jamal <Jamal.Boudhaouia@CenturyLink.com>
Cc: Albritton, Trey E <Trey.Albritton@centurylink.com>
Subject: RE: Dark Fiber Inquiry

Thanks for getting back to me.

Will there be a difference in the methodology used in determining whether or not there is dark fiber when responding to an email from Socket requesting dark fiber as compared to when Socket submits an actual inquiry. If so, what will that difference be?

Thanks,

Matt Kohly
Socket Telecom, LLC
Office – 573.777.1991, ext. SS1

From: Smith, Susan [mailto:susan.smith@centurylink.com]
Sent: Friday, April 3, 2020 2:04 PM
To: 'Matt Kohly'; Boudhaouia, Abdennaceur Jamal
Cc: Albritton, Trey E
Subject: RE: Dark Fiber Inquiry

As previously agreed upon, CenturyLink will respond to an email from Socket requesting dark fiber availability between CenturyLink BDS SWC Designated wirecenters prior to Socket establishing a collocation. Upon completion of the collocation, Socket should request an actual inquiry for dark fiber prior to submitting an order.

I hope this helps.

Susan W Smith
Wholesale Regulatory Support
CenturyLink Wholesale
Voice: 903-792-3499 I EMAIL:Susan.Smith@CenturyLink.com
CenturyLink Wholesale Website: www.CenturyLink.com/Wholesale

From: Matt Kohly <rmkohly@sockettelecom.com>
Sent: Friday, April 03, 2020 10:54 AM
To: Boudhaouia, Abdennaceur Jamal <Jamal.Boudhaouia@CenturyLink.com>
Cc: Smith, Susan <susan.smith@centurylink.com>; Albritton, Trey E <Trey.Albritton@centurylink.com>
Subject: RE: Dark Fiber Inquiry

Based upon our last discussion, can you confirm in writing that we agreed CenturyLink will accept and respond to Socket's dark fiber inquiry between the Rolla and St. Robert central offices once our collocations are complete?

Also, can you confirm in writing that Centurylink will accept and respond to Socket's dark fiber inquiries between additional central offices listed on the attached CenturyLink BDS SWC Designated wirecenters without Socket being required to have submitted collocation applications or have existing collocations in each or one of the wirecenters.?

Responding to this email would be sufficient.

I am glad we were able to these matters resolved on our last call but was advised that I should get this in writing. I appreciate it very much.

Thanks,

Matt Kohly
Socket Telecom, LLC
Office – 573.777.1991, ext. 551

From: Boudhaouia, Abdennaceur Jamal [mailto:Jamal.Boudhaouia@CenturyLink.com]
Sent: Wednesday, March 18, 2020 12:30 PM
To: Matt Kohly
Cc: Smith, Susan; Albritton, Trey E
Subject: RE: Dark Fiber Inquiry

Trey:

Can you please schedule a half hour for all us to get together.

Best Regards,

Jamal Boudhaouia
DIRECTOR PUBLIC POLICY
700 W. Mineral Ave, Littleton, CO 80120
Mailstop: 235106MN00-F19.16
TEL: 303.707.8561 Cell: 720.300.6388
Jamal.Boudhaouia@CenturyLink.com

CenturyLink

Matt Kohly

From: Smith, Susan <susan.smith@centurylink.com>
Sent: Wednesday, November 13, 2019 12:53 PM
To: 'Tony Lana'
Cc: rmkohly@sockettelecom.com
Subject: RE: Dark Fiber Inquiry Remittance Form (HRBGMO)

Flag Status: Flagged

Tony,

While we could request an inquiry fee, you should know that CenturyLink has looked at your inquiry for a dedicated transport UNE from HRBGMO to CLMAMO. HRBGMO is not a valid wire center. Federal law under the Triennial Review Remand Order ("TRRO," paragraph 234) requires you to self- certify that you have undertaken a reasonably diligent inquiry to ensure that your request is consistent with the requirements set forth in the TRRO and that you are therefore entitled to unbundled access to the element sought. In other words, that the request is for a facility between two separate wire centers and that the appropriate impairment standard exists. Please note that there can be more than one switch in a single wire center. CenturyLink has reason to believe your request does not meet the two separate wire center, specified impairment standard under the TRRO.

Susan W Smith
Wholesale Regulatory Support
CenturyLink Wholesale
Voice: 903-792-3499 I EMAIL:Susan.Smith@CenturyLink.com
CenturyLink Wholesale Website: www.CenturyLink.com/Wholesale

From: Tony Lana <tlana@sockettelecom.com>
Sent: Wednesday, November 13, 2019 9:42 AM
To: Smith, Susan <susan.smith@centurylink.com>
Cc: rmkohly@sockettelecom.com
Subject: Dark Fiber Inquiry Remittance Form (HRBGMO)

Susan,

Please find attached a Dark Fiber Inquiry from Socket Telecom for a path from Columbia (CLMAMO) to Harrisburg (HRBGMO). Could you send a Remittance form for this inquiry for us?

Thank you,

Tony Lana
Code Administrator
Socket Telecom LLC
2703 Clark Lane
Columbia, MO 65202

Phone: (573) 777-1991 ext. 553
Fax: (573) 256-6201

Matt Kohly

From: Hart, Ted C <Ted.C.Hart@centurylink.com>
Sent: Wednesday, November 16, 2011 5:14 PM
To: 'Matt Kohly'
Cc: Nelson, Sandy K
Subject: Loop - Sub Loop - Directory Settlement

Matt:
The following constitutes what you, Sandy and I discussed regarding the terms of the settlement the Parties have reached with respect to the Sub Loop and Loop billing in the Columbia, Missouri-area Central Offices as well as issues related to Socket's classified directory listings in Missouri-area telephone directories (hereinafter the "Disputes" as more particularly described below).

The above-referenced Disputes involve objections that were raised by Socket with respect to a determination by CenturyLink that certain Unbundled Network Elements ("UNEs") that were previously ordered, and charged as Sub Loops should be properly reclassified as Loops under the terms and pricing of the Parties' Interconnection Agreement, and with respect to the proper timing and other aspects of effectuating such reclassification and billing changes. Socket had also objected to the placement and/or presentation of certain classified directory listings and Socket had previously submitted billings to CenturyLink for damages that Socket claimed were due under the terms of the Parties Interconnection or other Agreements.

In an effort to close the Disputes, avoid further actual or potential litigation and without admissions of impropriety by either Party in settling the Disputes, the Parties agree to the following terms, subject only to confirmation by Socket:

CenturyLink will agree to waive and release any right to charge Loop Rates to the disputed Sub Loops for any period prior to June 1, 2011.

CenturyLink will also calculate and apply to the Parties Billing Account Numbers ("BANs") adjustments related to the increase in rates (i.e. for Loops instead of Sub Loops) for the disputed Sub-Loops the period from June 1, 2011 through the end of the billing period(s) for the invoice(s) on which such adjustments appear.

UNEs billed and provisioned initially as Loops prior to June 1, 2011 as contained in Socket's BANs will be accepted as properly billed as Loops by Socket and any billing amounts previously disputed applicable to said Loops will be paid by Socket.

Such billing changes and adjustments will completed not later than 60 days after confirmation of this settlement by Socket.

Socket agrees not to dispute such billing changes, adjustments, or reclassification of the service provided from Sub Loops to Loops as provided herein.

Socket also agrees that Parties have no classified directory listing issues outstanding as of and for the periods ended June 30, 2011.

Except for Disputes expressly resolved by the foregoing terms and conditions, the parties respectively reserve any and all rights and remedies.

If Socket is agreeable to the settlement terms related to the Disputes as defined above, CenturyLink asks that Socket please so indicate in a return e-mail acknowledging acceptance of the above terms.

Ted

Ted Hart

Wholesale Markets - Dispute Management and Resolution

Email: ted.c.hart@centurylink.com

Voice: 913-345-6072 | Wireless: 816-305-5651 | Fax: 913-323-4798
5454 West 110th Street, # 2066, Overland Park, Kansas 66211