COPY

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

SOUTH CENTRAL TELCOM LLC and SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC. Plaintiffs v. VERIZON SOUTH INC. Defendant	RECEIVED JUN 12 2002 PUBLIC SERVICE COMMISSION Case No. 2002-00204

RECEIVED
JUN 13 2002
GENERAL COUNSEL
PSC

FORMAL COMPLAINT

South Central Telcom LLC ("South Central Telcom") and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"), by counsel, for their complaint pursuant to KRS 278.260 against Verizon South Inc. ("Verizon"), state as follows.

1. The full name and address of South Central Telcom is South Central Telcom LLC, 1414 Happy Valley Road, P.O. Drawer 159, Glasgow, Kentucky 42142-0159. The Public Service Commission of the Commonwealth for Kentucky (the "Commission") granted South Central Telcom authority to provide competitive local exchange carrier ("CLEC") services on April 22, 2001. South Central Telcom intends to serve the City of Glasgow, Kentucky.

2. The full name and address of SCRTC is South Central Rural Telephone Cooperative Corporation, Inc., 1399 Happy Valley Road, P.O. Drawer 159, Glasgow, Kentucky, 42142-0159. SCRTC is, and at all relevant times has been, an "incumbent local exchange carrier" ("ILEC") under the terms of the Telecommunications Act of 1996 (the "Act"). SCRTC serves the rural areas surrounding the City of Glasgow, Kentucky.

3. The full name and address of Verizon is Verizon South Inc., 1255 Corporate Drive, Floor 4, SVCO4A43, Irving, Texas 75038. Verizon provides local exchange and other

services within its franchised areas in Kentucky. Verizon is, and at all relevant times has been, an ILEC under the terms of the Act.

4. The facts upon which this complaint are based are set forth more fully in the body of the complaint and the exhibits hereto. Briefly, South Central Telcom and SCRTC's complaint against Verizon concerns two issues: (1) South Central Telcom's right to transport its extended area service ("EAS") traffic between Glasgow and Park City, Kentucky, via an existing SCRTC-owned facility; and (2) Verizon's attempt to coerce SCRTC and South Central Telcom into paying higher cumulative monthly rates for operator services/directory assistance ("OS/DA") services under the threat of discontinuing OS/DA services on June 22, 2002.

Issue 1
Park City EAS Traffic Issue

5. SCRTC currently has facilities by which it interconnects with Verizon for the exchange of EAS traffic between Park City, Kentucky and SCRTC's service territory surrounding Glasgow. Under that arrangement, SCRTC customers are able to call Park City residents (who have Verizon service), and *vice versa*, on a local basis.

6. Pursuant to that interconnection arrangement between SCRTC and Verizon, SCRTC has established facilities that connect an SCRTC switch in Glasgow with a Verizon switch in Glasgow.

7. SCRTC has also established facilities that connect the Verizon-Glasgow switch with the Verizon-Park City switch, which is located in a different LATA than the Verizon-Glasgow switch.

8. SCRTC's facility between the Verizon-Glasgow switch and the Verizon-Park City switch is paid for entirely by SCRTC. Verizon does not own any of this facility. *See* Supplement No. 76F to Extended Area Service Agreement and Supplement No. 87 to Extended Area Service Agreement, dated March 21, 1968, both attached hereto as Exhibit A.

9. Pursuant to these arrangements, when an SCRTC customer calls Park City, the SCRTC traffic travels to SCRTC's Glasgow switch, where it is connected to the nearby Verizon-

Glasgow switch. Verizon then routes and transports the traffic, via SCRTC's facility, to the Verizon-Park City switch.

10. SCRTC does not use all of the available trunks on its facility between the Verizon-Glasgow switch and the Verizon-Park City switch.

11. Rather than let those unused trunks sit dormant, SCRTC has contracted with South Central Telcom for use of those dormant trunks.

12. South Central Telcom, which is a subsidiary of SCRTC, has recently entered an interconnection agreement with Verizon. Pursuant to that interconnection agreement, South Central Telcom will compete directly against Verizon as a LEC in the city of Glasgow.

13. Like SCRTC, South Central Telcom will have an EAS plan whereby its Glasgow customers can call Verizon's Park City customers. South Central Telcom intends to use the trunks it will lease from SCRTC's existing facility between Glasgow and Park City to transport its own EAS traffic.

14. South Central Telcom's EAS traffic will never be commingled with SCRTC's EAS traffic, despite the fact that both companies' EAS traffic will travel across the same facility. This is true because, despite the shared use of the facility, SCRTC and South Central Telcom will actually use their own separate, dedicated trunks within the same facility.

15. In order to establish the necessary trunking arrangements to begin competition with Verizon in Glasgow, South Central Telcom (on May 3, 2002) submitted a trunking order[1] to Verizon for the twelve trunks (within SCRTC's existing facility) necessary to transport South Central Telcom's EAS traffic between Glasgow and Park City.

16. The week after South Central Telcom's order was submitted and processed by Verizon, Verizon unilaterally cancelled the trunking order.

17. Since that time, Verizon has insisted that South Central Telcom must purchase its own, separate facility between Glasgow and Park City to transport South Central Telcom's EAS

[1] PON SCTC-050302-001; ASR #0212300162. Copies are attached as Exhibit B.

traffic. In other words, Verizon refuses to allow South Central Telcom to transport its own EAS traffic through dedicated trunks in the existing SCRTC facility between the Verizon-Glasgow switch and the Verizon-Park City switch, despite the fact that SCRTC actually owns that facility.

18. In addition, Verizon is relying on South Central Telcom's lack of EAS trunking between Glasgow and Park City to block deployment of CLEC services to South Central Telcom in Glasgow. Thus, this issue addresses not just the narrow concern of EAS transport, but the broad concerns of competition in the LEC marketplace.

Verizon should immediately process South Central Telcom's EAS trunking ASR

19. Section 2.1.2.4 of the interconnection attachment to the interconnection agreement between South Central Telcom and Verizon provides that South Central Telcom may specify interconnection with Verizon at "any technically feasible point." *Id.*

20. Similarly, section 251(c)(2)(B) of the Act provides that Verizon (as the ILEC) has the duty to provide "interconnection with [its] network at any technically feasible point within the carrier's network[.]" 47 U.S.C. §251(c)(2)(B).

21. Because SCRTC interconnects with Verizon in the very manner that South Central Telcom proposes to interconnect with Verizon, South Central Telcom's proposed method of interconnection with Verizon must be "technically feasible" under both the interconnection agreement and the Act.

22. In fact, because SCRTC owns the entire facility between Glasgow and Park City, Verizon has no valid basis to exercise control over SCRTC's facility and refuse to "turn up" the trunks South Central Telcom has ordered.

23. The are only two discernible reasons for Verizon's refusal to "turn-up" the specified trunks for South Central Telcom; both are anticompetitive.

24. First, by refusing to turn up the ordered trunks, Verizon intends to inflict the financial harm of requiring South Central Telcom to purchase its own, separate (and *redundant*) facility between Glasgow and Park City, despite the fact that South Central Telcom has secured a

more network-efficient and cost-effective means of transporting its EAS traffic between Glasgow and Park City.

25. Second, and more importantly, Verizon is using its own refusal to turn up the trunks as an excuse to refuse deployment of CLEC services to South Central Telcom in Glasgow.

26. These actions constitute a blatant exercise of Verizon's monopoly power to forestall competition in Glasgow by injuring its competitor, South Central Telcom, before it can even commence operations.

27. Verizon's unjustified refusal to process South Central Telcom's trunking order cannot, however, be considered only under the magnifying glass of just this particular case. This case represents merely one more instance in a long series of Verizon's attempts to impose its own will on would-be competitors and the Commission. From its (1) refusal to negotiate interconnection agreements in good faith; to its (2) refusal to sign interconnection agreements implementing the Commission's arbitration decisions; to its (3) request for outrageous extensions of time to file an interconnection agreement consistent with the Commisison's arbitration orders; to its (4) refusal to provide a CLEC with dialing parity; to its (5) flagrant disobedience of a Commission order requiring dialing parity; to this (6) refusal to allow a CLEC to interconnect in a contractually valid, legally proper, network-efficient, economically-sound manner, Verizon has *repeatedly* exhibited its intent to crush its would-be competitors with the legal expense of contesting Verizon's every baseless defense to its competitive obligations.

28. That attitude of unmitigated defiance is inappropriate from any regulated company, much less one that has chosen to abandon Kentucky for other "more profitable" locations.

29. It is no secret that Glasgow residents are excited about the prospect of a competitive alternative to Verizon. In fact, given the utter baselessness in Verizon's refusal to "turn up" the requested trunks, this excitement can almost be the only reason the Verizon has stonewalled South Central Telcom's competitive efforts.

30. Therefore, each day beyond May 3, 2002, that South Central Telcom has been forced to wait for Verizon to "turn up" the requested trunks, South Central Telcom has suffered greater competitive injury.

31. South Central Telcom respectfully requests that the Commission order Verizon to immediately process South Central Telcom's May 3, 2002, order for twelve trunks in the existing SCRTC-owned facility between the Verizon-Glasgow switch and the Verizon-Park City switch.

Verizon's refusal to process the EAS trunking order justifies the imposition of statutory penalties

32. In order to halt Verizon's continuing pattern of abuse of Kentucky CLEC's, the Commission should use its statutory power to impose penalties on Verizon.

33. KRS 278.990(1) provides as follows.

> **Penalties.**
>
> . . . If any utility willfully violates any of the provisions of this chapter or any regulation promulgated pursuant to this chapter, or does any act therein prohibited, or fails to perform any duty imposed upon it under those sections for which no penalty has been provided by law, or fails to obey any order of the commission from which all rights of appeal have been exhausted, the utility shall be subject to a civil penalty to be assessed by the commission for each offense not less than twenty-five dollars ($25.00) nor more than two thousand five hundred dollars ($2,500).

Id.

34. South Central Telcom's interconnection agreement with Verizon was the product of an arbitration between Verizon and Brandenburg Telecom LLC. In that arbitration, the Commission ordered that Verizon must allow a CLEC to interconnect with it at the statutory standard of "any technically feasible point." *See* November 15, 2001, Order of the Commission in Case No. 2001-224 at 15-16.

35. Not only was the Commission's order that Verizon allow a CLEC to interconnect at "any technically feasible point" clear in Case No. 2001-224, it is a fundamental component of the competitive obligations the Act imposes on an ILEC like Verizon.

36. Thus, it is somewhat astounding that Verizon continues to refuse to allow South Central Telcom to interconnect at the technically feasible point of SCRTC's existing facilities.[2]

37. Moreover, for Verizon to hold up its *own* unjustified refusal to allow South Central Telcom to interconnect via shared SCRTC facilities constitutes nothing more than a gross exercise of its monopoly power to batter the competition by delaying the South Central Telcom's market entry.

38. Verizon should have promptly processed South Central Telcom's ASR for EAS trunking between Glasgow and Park City. Had it done so, South Central Telcom could have been competing against Verizon for some time now. Due to Verizon's unjustified cancellation of the trunking orders, however, South Central Telcom is still unable to commence competition against Verizon in Glasgow.

39. This is just one more in the long string of Verizon's anticompetitive antics as it leaves Kentucky, and it seems crystal clear that Verizon is of the impression that it is "untouchable" with the Commission. Without Commission action, the incidences of competitive injury will continue to pile up in Verizon's wake.

40. Thus, in order to put an immediate stop to Verizon's anticompetitive tyranny, South Central Telcom respectfully requests that the Commission impose the maximum statutory penalties on Verizon.

[2] This statement is true with respect to both the EAS issue and the OS/DA issue (to be discussed in the next section).

41. South Central Telcom respectfully requests that the Commission fine Verizon $2,500 per hour (since May 3, 2002) that Verizon does not complete South Central Telcom's order for twelve trunks in the existing SCRTC-owned facility between Glasgow and Park City. At the same time, South Central Telcom respectfully requests that the Commission order Verizon to immediately commence deployment of CLEC services to South Central Telcom.

Issue 2
OS/DA Issue

42. Verizon has also taken an anticompetitive position with respect to SCRTC and South Central Telcom's use of Verizon OS/DA services. There are two sub-issues involved with this OS/DA issue: (A) whether Verizon can discontinue SCRTC's OS/DA on June 22, 2002, if SCRTC does not submit to Verizon's demands that it pay an additional $3200/month for facilities to transport OS/DA traffic between SCRTC's Glasgow end-office and Verizon's Lexington OS/DA facilities[3]; and (B) whether South Central Telcom can share facilities with SCRTC in transporting OS/DA traffic to Verizon.

Sub-Issue A
June 22, 2002, shut-off of Verizon OS/DA services

43. As the Commission is no doubt aware, Verizon is not selling its Lexington OS/DA center to ALLTEL.

44. SCRTC and South Central Telcom use Verizon OS/DA services. Under the current arrangement, SCRTC and South Central Telcom OS/DA calls are routed to the Verizon-Elizabethtown tandem, where they are subsequently routed, via Verizon facilities, to Verizon's Lexington OS/DA center.

[3] The reason this is an "additional" $3200/month is that the existing OS/DA rate between SCRTC and Verizon already includes transport of the traffic from Glasgow to Lexington.

45. SCRTC and South Central Telcom pay a "per call" fee for Verizon's OS/DA services. There are no additional transport costs imposed upon SCRTC and South Central Telcom for the use of Verizon's OS/DA services.

46. On August 1, 2002, Verizon will no longer own the facilities between Glasgow and Lexington, although Verizon will still own the Lexington OS/DA center.

47. As a result of the impending August 1, 2002, transfer of assets to ALLTEL, Verizon sent a letter to SCRTC with a notification of proposed network reconfiguration.[4] As noted in Verizon's letter, this network reconfiguration is designed to address the fact that Verizon will, as of August 1, 2002, no longer own facilities to transport OS/DA traffic between Glasgow and Lexington.

48. In that letter, Verizon proposed that, in order to reconfigure the network in accordance with ALLTEL's impending acquisition of the Verizon-Kentucky properties, SCRTC should purchase (from Verizon's tariff) OS/DA transport facilities from Glasgow all the way to Lexington. Those facilities will cost about $3200/month.

49. In that same letter, Verizon further stated that if SCRTC did not agree to purchase those dedicated OS/DA facilities between Glasgow and Lexington, Verizon would terminate its provision of OS/DA services to SCRTC on June 22, 2002.

50. South Central Telcom did not receive a similar letter from Verizon.[5]

[4] Attached hereto as Exhibit C.

[5] Only SCRTC received such a letter. Accordingly, South Central Telcom assumes that Verizon will not discontinue its OS/DA services on June 22, 2002.

Verizon's proposed "alternative" OS/DA arrangements

51. As an "alternative" to purchasing dedicated OS/DA transport facilities between Glasgow and Lexington for $3200/month, Verizon has suggested that SCRTC negotiate with ALLTEL for the transport of OS/DA traffic between Glasgow and Verizon in Lexington.

52. This is not a viable alternative because ALLTEL will not be able to provide transport between Glasgow and Lexington until the acquisition of the properties is complete on August 1, 2002.

53. With Verizon intending to terminate OS/DA service to SCRTC on June 22, 2002, if SCRTC were to choose this Verizon "alternative," SCRTC would be forced to endure over a month during which its customers could not receive OS/DA services.

54. Verizon has also proposed that SCRTC can seek another OS/DA provider. However, given the general upheaval created by the transition from Verizon to ALLTEL, it is unreasonable for Verizon to expect that SCRTC can secure alternative OS/DA services by June 22, 2002.

55. Even in the absence of complicating circumstances such as the current transition to ALLTEL, SCRTC would have found it extraordinarily difficult to find and implement replacement OS/DA services within the sixty (60) days provided by Verizon. Establishing trunking arrangements with an alternate OS/DA provider would, alone, take at least six (6) weeks. Thus, during the transition to ALLTEL, finding and implementing replacement OS/DA services within sixty (60) days is impossible. Verizon knows this.

56. Verizon hopes to use the futility of SCRTC's "alternatives," along with the impending June 22, 2002, "drop dead" date, to coerce SCRTC into purchasing facilities from Glasgow to Lexington at a cost of $3200/month.

Verizon should continue providing OS/DA
pursuant to the current arrangement until August 1, 2002

57. If Verizon were not discontinuing OS/DA until the August 1, 2002, transition date, SCRTC's "alternatives" would likely become true alternatives. Against a June 22, 2002, "drop dead" date, however, these "alternatives" constitute nothing more than "lip service" to the notion of a free marketplace.

58. In any event, the network reconfiguration that has prompted Verizon's attempt to "renegotiate" its OS/DA agreement with SCRTC will not materialize until August 1, 2002, when Verizon no longer owns the facilities between Glasgow and Lexington.

59. Thus, if Verizon is allowed to continue on its path to a June 22, 2002, termination of OS/DA services, SCRTC will have no choice but to bear the substantial, unjustified $3200/month increase in OS/DA cost.[6]

60. Accordingly, SCRTC respectfully requests that the Commission order Verizon to continue providing OS/DA services under the existing arrangement until the August 1, 2002, transition date, by which time the parties may have resolved their OS/DA trunking issues.[7]

Sub-Issue B
The Shared-Facilities OS/DA Issue

61. SCRTC and South Central Telcom also have a dispute with Verizon regarding the sharing of OS/DA transport facilities.

[6] As mentioned in a previous note, there is no justification for Verizon's imposition (on SCRTC) of an additional $3200/month in transport charges because *the current $.29 per call OS/DA charge that SCRTC pays already includes transport from Glasgow to Verizon's Lexington OS/DA facility.*

[7] South Central Telcom also requests that Verizon continue providing it with OS/DA services until August 1, 2002; however, because Verizon did not send South Central Telcom a notice of network reconfiguration or a notice of termination, South Central Telcom assumes that its OS/DA services will continue uninterrupted until further notice from Verizon.

62. Verizon has claimed that SCRTC and South Central Telcom may share facilities only if SCRTC purchases a dedicated OS/DA transport facility between Glasgow and Lexington. (*See* Sub-Issue A, *supra.*)

63. Regardless of whether SCRTC and/or South Central Telcom agree to purchase a dedicated OS/DA transport facility between Glasgow and Lexington, there should be no dispute that South Central Telcom may share whatever facility SCRTC uses to transport OS/DA traffic to Verizon.

64. Section 5.C of the South Central Telcom's Operator Services Agreement with Verizon does not require South Central Telcom to purchase its own facility for the transport of OS/DA traffic to Verizon; instead, that section provides only that "South Central Telcom shall arrange for and establish the trunking and other transport. . . as required to provide Services to South Central Telcom[.]" *Id.* That section continues, "Any trunks or other transport that South Central Telcom obtains from Verizon to deliver South Central Telcom's calls to and from Verizon shall be provided pursuant to the applicable tariffs, *Interconnection Agreement, or other contractual arrangements*, and not under this Agreement." *Id.* (emphasis added).

65. Under the Interconnection Agreement, South Central Telcom is specifically authorized to interconnect with Verizon through a third party (SCRTC) or at any technically feasible location. *See* Sections 2.1.2.2 and 2.1.2.4 of the Interconnection Attachment to the Interconnection Agreement.

66. Likewise, the Operator Services Agreement gives South Central Telcom the authority to transport its traffic to Verizon in accordance with "other contractual arrangements." *See* Section 5.C of the Operator Services Agreement.

67. Verizon itself even admits that a third-party may transport OS/DA traffic to Verizon when it writes that SCRTC can "negotiate with [ALLTEL] to provide transport" to the Verizon OS/DA center. April 22, 2002, letter from Thomas F. Moran (Verizon) to Daryl Wyatt (SCRTC).

68. If SCRTC can use third-party facilities to transport its traffic to Verizon, there is no justifiable reason that South Central Telcom should not, likewise, be allowed to do the same.

69. Thus, there is absolutely no reason that South Central Telcom must purchase or construct its own, separate facilities to transport its OS/DA traffic to Verizon in Lexington. South Central Telcom can transport its OS/DA traffic to Verizon in Lexington via separate trunking within SCRTC's facilities.

70. South Central Telcom respectfully requests that the Commission order that South Central Telcom can transport its OS/DA traffic to Verizon via separate trunking within SCRTC's facilities.

WHEREFORE, South Central Telcom and SCRTC request that the Commission take the following actions:

a. Order Verizon to immediately process South Central Telcom's May 3, 2002, order for EAS trunking (PON SCTC 050302 001; ASR #0212300162);

b. Fine Verizon $2500 per hour (since May 3, 2002) that Verizon does not complete South Central Telcom's order for EAS trunking;

c. Order Verizon to immediately commence deployment of CLEC services to South Central Telcom;

d. Order Verizon to continue providing SCRTC and South Central Telcom with OS/DA services under the existing arrangement until the August 1, 2002, transition date;

e. Order Verizon to allow South Central Telcom to transport its OS/DA traffic to Verizon via separate trunking within SCRTC's facilities; and

f. Delay the transfer of Verizon assets to ALLTEL until such time as Verizon indicates, by its compliance with these orders, its willingness to comply with its competitive obligations under the Act.

Respectfully submitted,

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(502)540-2300 (tel.)

COUNSEL TO SOUTH CENTRAL TELCOM LLC and SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

CERTIFICATE OF SERVICE

It is hereby certified that the foregoing was served by sending a true and accurate copy of the foregoing to the individuals on the attached service list via first class United States Mail, postage prepaid, this 12th day of June, 2002. Federal Express or

COUNSEL TO SOUTH CENTRAL TELCOM LLC and SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

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71332v2

SUPPLEMENT NO. 76F
TO EXTENDED AREA SERVICE AGREEMENT
Dated _____
Between
SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE, CORP., INC.
And
GTE SOUTH INCORPORATED
SETTLEMENT FOR CIRCUITS

This supplement is issued to cover the provision of Extended Area Service (EAS) trunk between the following exchanges, effective April 1, 1990.

SOUTH CENTRAL RTC	GTE SOUTH
Park City (Contel)	Glasgow

The ownership of interexchange EAS trunks (route mileage) provided for this service for which settlement is being made, is as follows:

Details	Percent Usage (a)	Ckt. In Service (b)	Circuits Required (axb) (c)	Owned by SCRTC Route Mileage (d)	Owned by SCRTC Tot Ckt Mileage (cxd) (e)	Owned by General Route Mileage (f)	Owned by General Tot Ckt Mileage (cxf) (g)
GLSG to GLSR Host	3.35	144	4.82	.20	.96	0	0
GLSR Host to PKCY	23.55	27	6.36	13.80	87.77	0	0
PKCY to GLSR Host	23.44	27	6.33	13.80	87.36	0	0
GLSR Host to GLSG	3.12	144	4.12	.20	.90	0	0
					176.99		0

Grand Total circuit mileage (e+g)	176.99
Midpoint (176.99/2)	88.50
Circuit mileage owed to South Central RTC (88.50-0)	88.50
Monthly amount owed (88.50 x $3.00)	$265.49

This supplement modifies the identified Extended Area Service Agreement only as stated and, when executed by both parties, will be attached to and made part thereof.
This supplement cancels Supplement No. 76E.
Executed this 30th day of July, 19 90.

Witness: _____

GTE SOUTH INCORPORATED
By: _____
Area vice President
Regulatory and Governmental Affairs

Witness: _____

SOUTH CENTRAL RTC, CORP., INC.
By: _____
General Manager

SUPPLEMENT NO. 8
TO
EXTENDED AREA SERVICE AGREEMENT
Dated March 21, 1968
Between
SOUTH CENTRAL RURAL TEL COOP. CORP.
and
GENERAL TELEPHONE COMPANY OF KENTUCKY

SETTLEMENT FOR CIRCUITS - NON-CONTIGUOUS EXCHANGES

This Supplement is issued to cover the provision of Extended Area Service (EAS) trunks between the following non-contiguous exchanges, effective October 6, 1967.

Connecting Company	General Company
Park City	Glasgow

The ownership of interexchange EAS trunks (route mileage) provided for this service for which settlement is being made, is as follows:

Owned by Connecting Company	Owned by General Company	Total (Route Mileage)
14.00	-0-	14.00

Settlement will be made on the following basis:

1. Trunks provided, as developed by traffic studies:
   a. From the Glasgow Exchange of the General Company to the Park City Exchange of the Connecting Company 1.72 trunks.
   b. From the Park City Exchange of the Connecting Company to the Glasgow Exchange of the General Company 2.75 trunks.

2. Circuit Mileage
   a. From the Glasgow Exchange of the General Company to the Park City Exchange of the Connecting Company 24.08 miles.
   b. From the Park City Exchange of the Connecting Company to the Glasgow Exchange of the General Company 38.50 miles.
   c. Total circuit mileage to be accounted for (a + b) 62.58

3. Circuit mileage provided by each company
   a. General Company -0-
   b. Connecting Company 62.58

4. A total of 24.08 circuit miles is to be provided by the General Company, with -0- circuit miles actually owned, with a balance of 24.08 miles to be paid to the South Central Company at the rate of $2.50 per circuit mile per month, or a total monthly payment of $60.20.

This Supplement modifies the identified Extended Area Service Agreement only as stated and, when executed by both parties, will be attached to and made a part thereof.

Executed this 21 day of March, 1968.

WITNESS:
Helen Maxine Reynolds

GENERAL TELEPHONE COMPANY OF KENTUCKY
By [signature]
Operating Vice President

WITNESS:
Willie Turner

SOUTH CENTRAL RURAL TEL. COOP. CORP.
Connecting Company
By [signature]

Access Service Request Forms

Save/Validate/Next | Save/Next | Save/Current | Reset

(CLEC)

INSTALL GLSG.PRCY TRKS-1-12

Administrative Section

CCNA	PON	VER	ASR NO	ICSC
OUE	SCTC-050302-001		0212300162	GT11

SPA	CC	UNE	D/TSENT	QA	CBD	DDD	FDT
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PROJECT	CNO	PPTD	PFPTD
GLSGXR-PRCYXA		- -	- -

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DATED	CUST	LA
05 - 03 - 2002	SOUTH CENTRAL TELCOM	

LADATED	LANM	FBA	FNI
- -			

CFNI	PSL	PSLI

CKR
GLSGKYXRDS1-SMGVKYXADS1 001-012

UNIT	PIU	PLU	LIP	ECCKT
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BIC ID	TSC	WSTN
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ACTL	PBT	AI	APOT
GLSGKYXA2			

RORD	RPON	CCVN	ASC EC	TSP
				-

SAN	AFG	SPEC

REMARKS

INSTALL NEW TGRP AND 12 SS-7 TRKS GLSGKYXRDS1-SMGVKYXADS1 TO BE USED FOR GLSG-PRCY EAS. RE-USE FACILITIES 103/13-24 THAT WAS VACATED FROM OLD GLSG-PRCY 61/72

NEED NEW ACTL FOR SMGVKYXA

MONDAY

ALSO CHG LATA TO 464

Bill Section

BILLNM	SBILLNM	ACNA	TE	EBP
DOUG JONES	SOUTH CENTRAL TELCOM	DUE	N	

STREET	FLOOR	ROOM	CITY	STATE
1399 HAPPY VALLEY ROA			GLASGOW	KY

ZIP CODE	BILLCON	TEL NO
42141	CHRIS LAWRENC	- 8230 -

JAMIE WILL ASSIST IN MAKING CHANGES TO DPL'S DA TRKS VERIFY CLLI DS1 CL DS1

VTA		IWBAN

Contact Section

INIT	TEL NO	FAX NO
DOUG JONES	270 - 678 - 8243 -	- -

EMAIL
RDJONES@SCRTC.COM

STREET
1399 HAPPY VALLEY ROA

FLOOR	ROOM	CITY	STATE	ZIP CODE

		GLASGOW	KY	42141

DSGCON	TEL NO	FAX NO
D.QUESENBERR	270 - 678 - 8262 -	270 - 678 - 3040

EMAIL
DAVIDQ@SCRTC.COM

STREET
1399 HAPPY VALLEY ROA

DRC	FDRC	FLOOR	ROOM	CITY	STATE	ZIP CODE
				GLASGOW	KY	42141

MTCE	IMPCON	TEL NO
QUESENBER	D.QUESENBERR	270 - 678 - 8262 -

D/TREC	TEL NO
05 - 03 - 2002	270 - 678 - 8262_

☐ Save Billing Data ☐ Save Contact Data

Save/Validate/Next | Save/Next | Save/Current | Reset

Trunking

WIRELESS ☐

Save/Validate/Next | Save/Next | Save/Current | Reset

Administrative Section

CCNA	PON	VER	ASR NO	ICSC
UUE	SCTC-050302-001		0212300162	GT11

Service Details

NC	NCI	TLV	TTT	DDLRD
SDUK	04DS9.15	. T . R	3	- -

DFOC	MLT	IMTA	QACI	TRFTYP
- -				-

SECTLV	EML	CIC	TRN
. T . R	. T . R	5026	-

TCIC	NS	PSAP
-		

RECCKT

RECCKT2	PRI ADM

SEC ADM	SCRT

D.NPA/NXX	CFA	CFAU	CFT
	103/T1/13-24/GLSGKYXRDS1/SMGVKYXA		-

MUXLOC	CSL	CST	CSPC
	GLSGKYXRDS1	EWSD	005 - 003 - 102

SECLOC	SCFA	HBAN
SMGVKYXAD		N

CCEA

CKR1	FACTL

NC1	FIMPTEL	DFDLRD	SR	MBA
	- - -	- -		

OPS	GETO	WAC	CDND	DIDQ	STR	REL TSC	ALTRO	FGD-950	CHOK

CGAP	PCACT	LT	SLC	APC	TSC2	TSC3	TSC4
				- -			

SSPC	SSPC TYPE	PCU	PC TYPE	SSN	TTN	SSPC LOC	PCNA
- - -							
- - -							
- - -							
- - -							
- - -							
- - -							
- - -							
- - -							

REMARKS

Save/Validate/Next | Save/Next | Save/Current | Reset

Thomas F. Moran
Director – Wholesale Marketing
Operator Services

1095 Avenue of the Americas
New York, N.Y. 10036
Phone 212-395-5673
Fax 212-221-8398
Thomas.f.moran@verizon.com

April 22, 2002

South Central Rural Telephone
Mr. Daryl Wyatt, General Manager
P.O. Box 159
Glasgow, KY 42142

Re: Verizon Property Sale in State of Kentucky

As you know, Verizon has announced its proposal for the sale of its local exchange properties in the State of Kentucky to another company. This will require your present Operator Services arrangement to be changed. Per the current contract, Verizon is to provide a minimum 60-day notice that a network reconfiguration is required. Therefore this is to advise you that transition off the Lexington local exchange and toll switches must be completed by June 22, 2002, and that an alternative service configuration must be established by that time if you wish to continue to have Verizon provide you operator services.

Should your company require a continuation of Operator Services we are providing the following options:

Direct Connection to Verizon's Operator Services TOPS located in Lexington, KY according to contracted technical requirements. This option requires you to establish a new contractual arrangement with Verizon. Please contact your Verizon Account Manager - Mr. Pat Riley at 859-272-4138 to initiate the contract process.

This option also requires you to establish and provide a new RAO (if currently provided by Verizon) and your own methods for managing end user toll billing currently processed through CMDS by Verizon on your behalf.

Negotiate with the property purchaser to provide transport access or choose and alternate service provider.

Please review the above information and should you have any questions, please contact Ms. Ruby Peterson at 301-282-5698.

Sincerely,

Thomas F Moran