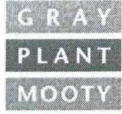


# **PART A**



500 IDS CENTER  
80 SOUTH EIGHTH STREET  
MINNEAPOLIS, MN 55402  
MAIN: 612.632.3000  
FAX: 612.632.4444

GREGORY R. MERZ  
ATTORNEY  
DIRECT DIAL (612) 632-3257  
DIRECT FAX (612) 632-4257  
GREGORY.MERZ@GPMPLAW.COM

August 26, 2015

Dan P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 Seventh Place East, Suite 350  
St. Paul, MN 55101-2147

Via: E-File

Re: In the Matter of a Petition of Lake County Minnesota d/b/a Lake Connections  
for Designation as an Eligible Telecommunications Carrier  
Docket No. M-15-65

Dear Mr. Wolf:

Pursuant to the Commission's Order Granting Petitions Subject to Conditions and Requiring Compliance Filing in the above-referenced matter, I submit on behalf of Petitioner, Lake County Minnesota, the following:

1. The Transport Agreement entered into between Lake County, Minnesota and Lake Communications (Ordering Paragraph Nos. 1 and 2);
2. A detailed map reflecting Lake County's service area, together with a listing of census blocks making up Lake County's service area (Ordering Paragraph No. 3);
3. Formal Advertising Plan (Ordering Paragraph No. 4a);
4. Certification Executed on Behalf of the County (Ordering Paragraph 4b - 4g). Note that the URL for the website referenced in the URL is <http://www.lake-communications.com/>

With this submission, Petitioner believes that it has completed the compliance items required by the Commission's Order.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/Gregory R. Merz

Gregory Merz

GRM/wc  
Enclosure  
cc: Service List

## CERTIFICATE OF SERVICE

I, William Castleberry, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, email, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at Minneapolis, Minnesota.

**Lake County's Responses to Commission's Information Requests**

**Re: Docket No. M-15-65**

Dated this 26th day of August, 2015.

s/William Castleberry \_\_\_\_\_  
William Castleberry

## TRANSPORT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of August, 2015, by and between Lake County, d/h/a Lake Connections, having its principal place of business at 601 Third Avenue Two Harbors, MN 55616 (the "County") and Lake Communications, a Minnesota corporation, with its principal place of business located at 409 – 17<sup>th</sup> Avenue, PO Box 517 Two Harbors, MN 55616 ("Provider"), collectively the Parties and each a Party to this Agreement.

WHEREAS, in 2010, the County was awarded approximately \$66.3 million in loans and grants under the United States Department of Agriculture, Rural Utilities Service Broadband Improvement Project ("BIP"), to be used to offer Fiber To The Premises advanced voice, video and data services to residential and business customers in Lake and eastern St. Louis Counties;

WHEREAS, in 2014, the County was awarded \$3.5M in Rural Broadband Experiment funds;

WHEREAS, payment of Rural Broadband Experiment funds to the County is conditional upon, among other things, the County being designated as Eligible Telecommunications Carrier ("ETC") pursuant to the FCC Order on Rural Broadband Experiments ¶ 21-24, FCC 14-98, released July 14, 2014;

WHEREAS, as a part of the requirements to meet the conditions of its BIP funding and to qualify as an ETC, the County must make local and long distance telephone service ("Telephone Services") available to potential subscribers;

WHEREAS, Provider is certified to provide local and long distance service in the State of Minnesota;

WHEREAS, the Parties wish to establish terms and conditions under which Provider will use County's broadband network ("Broadband Network") to provide Telephone Services;

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

### 1. Scope

- 1.1. County agrees to provide the Transport Services as described herein to Provider. Additional services can be added at any time if mutually agreed upon by the parties and documented as an attachment to this Agreement.
- 1.2. Provider agrees to use the Transport Services provided under this Agreement for the purpose of making Telephone Services available to end use customers ("End Users")

2. Network Interconnection
  - 2.1. The Parties will establish network-to-network interconnection (“NNI”) for the purposes of delivering Telephone Service.
  - 2.2. Transport Service (“Transport Service”) is transmission of Telephone Services on the Broadband Network, and extends from the NNI to the optical network termination (“ONT”) at the Telephone Service End User premises.
  - 2.3. Upon establishing the NNI the Provider has the right to use the Broadband Network for the provision of Telephone Services to End Users subject to the terms and conditions set forth in this Agreement.
3. Compliance with MPUC Conditions. With respect to the conditions set forth in the July 27, 2015, Minnesota Public Utilities Commission Order Granting Petition Subject to Conditions and Compliance Filing, the Parties agree as follows:
  - 3.1. Regulatory Compliance (Ordering Paragraphs 1.a-1.d).
    - 3.1.1. By virtue of its designation as an ETC, County is legally and financially responsible for: 1) providing supported telecommunications services pursuant 47 U.S.C. § 254(c)(1); serving as the point of contact for the Minnesota Public Utilities Commission, FCC, Universal Service Administrator, and Tribal governments, as appropriate; 3) submitting required forms and certifications to the Minnesota Public Utilities Commission, FCC, Universal Service Administrator, and Tribal governments, as appropriate; 4) receiving funding disbursements; and recordkeeping and coordination of audits. Provider agrees to perform these functions on behalf of County and, to that end, shall comply, and is responsible for compliance, with all applicable state and federal law and regulations as it relates to the Telephone Services provided to End Users, including but not limited to collecting and remitting 911, TAP and TAM charges.
    - 3.1.2. Provider shall provide County with information, services and other support necessary for County to fulfill its Regulatory Compliance responsibilities described in Paragraph 3.1.1, above.
    - 3.1.3. Provider shall provide County with such information as may be necessary regulatory reporting related to Telephone Service.
    - 3.1.4. Provider shall provide any support necessary for the County to comply with any requirements for being an ETC and ongoing support for federal Life Line program.
  - 3.2. Responsibilities for Provision of Service (Ordering Paragraph 2.a). The Parties shall be jointly responsible for provision of Telephone Service to End Users as follows:

- 3.2.1. The County shall construct, maintain, and manage its Broadband Network to ensure that Transport Services used by Provider to provide Telephone Service comply with industry standards for transmission using voice-over-Internet protocol (“VoIP”) and session initiation protocol (“SIP”).
- 3.2.2. Provider shall be responsible for provision of Telephone Service delivered to End Users using the Transport Services.
- 3.2.3. The County shall work cooperatively with the Provider upon notice that Transport Services may not be compliant with industry standards, or for some other reason may be contributing to service issues for Telephone Services offered by the Provider.
- 3.2.4. The Parties agree to work jointly and cooperatively in testing and implementing processes for ordering, maintenance, provisioning and billing and in resolving issues which result from such implementation on a timely basis.
- 3.2.5. Setting of rates (Ordering Paragraph 1.b). The rates, terms and conditions for Telephone Service (including Lifeline service) shall be established by Provider and shall be reflected in a tariff and/or price list filed with the MPUC. Provider’s website shall reflect the rates, terms, and conditions of Telephone Service to be provided pursuant to this Transport Agreement. County’s website shall include a link to Provider’s website.
- 3.3. Advertising (Ordering Paragraph 1.c). Provider shall, on behalf of County, advertise the availability of Telephone Service, including Lifeline service, using media of general distribution, consistent with an advertising plan to be filed with the Minnesota Public Utilities Commission.
- 3.4. Billing and name on the bill (Ordering Paragraph 1.d). Bills to End Users shall be issued in the name of County, which bills shall indicate that Telephone Service is being provided by Provider.
- 3.5. Resolution of Customer Complaints (Ordering Paragraph 1.e).
  - 3.5.1. Provider shall maintain on its website customer contact information for purposes of facilitating the receipt and resolution of complaints from End Users.
  - 3.5.2. The Parties shall work cooperatively to the extent necessary to respond to and resolve customer complaints.
  - 3.5.3. Provider shall report regularly to County regarding the number, nature, and resolution of complaints received from End Users.
- 3.6. Operations and Repair of Telephony-Related Equipment (Ordering Paragraph 1.f). The Parties agree there is mutual benefit when End Users can interface with

a single entity for ordering, billing inquiries, installation, and repair of broadband, telephone and video services. Provider shall, on behalf of County, be responsible for providing the customer interface and forward data as necessary for provisioning, billing, etc.

3.6.1. Provider shall receive End User repair calls relating to Telephone Service on a 24-hour basis. When trouble is reported, the Parties will work cooperatively to isolate and resolve the trouble.

3.6.2. The Provider shall be solely responsible for maintaining accurate records of trouble reports made by its End Users consistent with [MN Rule 7810.5800](#).

3.7. Compliance with Telephony-Related Service Quality, Legal, Technical, Reporting and Related Standards and Commitments (Ordering Paragraph 1.g)

3.7.1. Provider shall be responsible for assuring that Telephone Service (including Lifeline service) complies with all telephony-related service quality, legal, technical, reporting and related standards and commitments.

3.7.2. Provider shall be responsible for collecting and remitting all taxes, surcharges, and regulatory fees and surcharges required for Telephone Services.

3.8. Resolution in the Event Provider Cannot Fulfill its Role as the Provider of Telephony and Related Services (Ordering Paragraph 1.f)

3.8.1. In the event that Provider fails to fulfill its responsibilities with respect to the provision of Telephone Services, County may obtain an alternative source of Telephone Services. In the event that County obtains an alternative source of Telephone Services, the Parties agree to work cooperatively to transition those End Users that wish to move to the Alternative Provider in a manner such that the End User's service is not interrupted. If Provider will continue to offer Telephone Services, County will offer Provider bandwidth at the current market rate.

3.8.2. Provider agrees to defend, indemnify and hold County harmless from any liability or legal responsibility for any noncompliance, or alleged noncompliance, with any applicable state and federal law and regulations as it relates to the Telephone Services provided to End Users.

#### 4. General Provisions

4.1. Compliance with the Communications Assistance Law Enforcement Act of 1994 (CALEA). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall

at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

- 4.2. Use of Provider Name. Provider expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, or trade name exclusively licensed to Provider, except as specified in this Agreement or as expressly authorized by Provider in writing. Provider hereby authorizes County's use of the Provider's insignia, legend, logo or lettering, as set forth on Exhibit A, for use on invoices and promotional material.
- 4.3. Patent Indemnity. Provider agrees, at its own expense, to indemnify, defend and hold harmless the County and its customers from and against every expense, damage, cost and loss (including attorneys' fees incurred) and to satisfy all judgments and decrees resulting from a claim, suit or proceeding insofar as it is based upon an allegation that the Telephone Service or any part thereof furnished by Provider or any process which is practiced in the customary use of the Telephone Service is or has been infringing upon any patent, copyright or proprietary right, if Provider is notified promptly of such claim in writing and given authority, and full and proper information and assistance (at Provider's expense) for the defense of same.
- 4.4. "Confidential Information" means all non-public information and/or data of a Disclosing Party which is of commercial value, and fixed or stored in any written, oral, graphic, electronic, magnetic, optical or other medium concerning the Disclosing Party's business, including any such information and/or data as to: contracts, past present, or future ideas, research, development, know-how, inventions, formulas, compositions, manufacturing processes, production processes, techniques, technical data, designs, drawings, specifications; unannounced or abandoned product(s) and service(s); past, present or future customers, suppliers, pricing, cost information, business plans, marketing plans, proposals, forecasts, projections or financial data; or any other business activities. Confidential Information does not include information which the Receiving Party can establish (a) has become publicly known through no violation of an obligation of non-disclosure of any person or entity; (b) was obtained by the Receiving Party from a third party through no violation of an obligation of non-disclosure of any person or entity; (c) was independently developed without any use or reference to Confidential Information and through no violation of an obligation of non-disclosure of any person or entity; (d) has been approved for disclosure in writing for by the Disclosing Party; (e) following the Effective Date, was intentionally furnished by the Disclosing Party to a third party without similar restrictions on disclosure (except in the case of a transfer of the all rights therein to such third party); (f) has been disclosed pursuant to a requirement of law, but only to the extent such disclosure is required; or (g) as evidenced by written records, was in the possession of the Receiving Party prior to the Effective Date through no violation of an obligation of non-disclosure of any person or entity.



4.4.1. Nondisclosure. A Receiving Party shall not engage in or permit any disclosure of the Disclosing Party's Confidential Information to any person or entity except as specifically permitted under this Agreement or as required by law. A Receiving Party may examine the Disclosing Party's Confidential Information under this Agreement and, in so doing, shall limit access to the Disclosing Party's Confidential Information solely to those persons or entities to whom such disclosure is necessary to perform the evaluation or examination of such Confidential Information, and who are subject to an agreement which binds such party to the provisions of this Agreement. Under no circumstances shall a Receiving Party permit any disclosure, access, copying, review, or examination of such Confidential Information by any person or entity not identified in the preceding sentence. In discharging the foregoing obligation, a Receiving Party shall exercise at least as much care and diligence as is exercised in the protection of such party's own confidential information.

4.4.2. Provider recognizes that County is subject to the Minnesota Open Meetings Law Minn. Stat. Chapter 13D and Minnesota Open Records Law, Minn. Stat. 13.01 et. seq. and the above confidentially clauses are modified accordingly.

4.5. Warranty. THE COUNTY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF TRANSPORT SERVICES FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4.6. Term. The initial term of this Agreement shall be for five ( 5 ) years from the date hereof, unless sooner terminated. The Agreement will automatically renew upon expiration of the initial period of any subsequent renewal periods, unless sooner terminated. Termination shall not relieve either party of obligations incurred prior thereto.

4.7. Termination. This Agreement may be terminated only:

4.7.1. By either party for substantial breach of any material provision of this Agreement by the other, provided due notice has been given to the other of the alleged breach and such other party has not cured the breach within thirty (30) days thereof;

4.7.2. By the County should the Provider cease to function as a going concern or make an assignment for the benefit of creditors, file for bankruptcy; or fail to pay its debts as they become due and provided due notice has been given by the County to the Provider and the Provider has not cured such breach within thirty (30) days thereof.

4.7.3. Upon termination of this Agreement all further rights and obligations of the parties shall cease, except that Provider shall not be relieved of (i) its obligation to pay any monies due, or to become due, as of or after the date of termination, and (ii) any other obligation set forth in this Agreement which is to take effect after the date of termination.

4.8. Notices. Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party, or notice may be sent by fax or email. Notices and communications required to be sent, or sent, under this Agreement shall be sent to:

COUNTY  
County Administrator  
County of Lake  
601 Third Avenue  
Two Harbors, MN 55616

PROVIDER  
Jeff Roiland  
President  
Lake Communications  
409 – 17th Avenue  
PO Box 517  
Two Harbors, MN 55616

4.8.1. Any notices or communications to either party hereunder shall be deemed to have been given when deposited in the mail, addressed to the then current address of such party.

4.8.2. Date of Effectiveness. Any such notice or communication so mailed shall be deemed delivered and effective seventy-two (72) hours after mailing thereof in the United States.

4.9. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee. Neither Party shall have the right, power or authority in any way to bind the other Party to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied, without the other Party's express written consent

4.10. Independence of Parties. Nothing contained in this Agreement shall be construed to make the County the agent for the Provider for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party.

4.11. Force Majeure. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts,

riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure Conditions").

4.12. Indemnity. The liability of either party under this Agreement is limited to provision of or payment for Services as specified in this Agreement. Except as otherwise provided in this Agreement, neither party shall be liable to the other for any indirect, incidental, special or consequential damages (including, but not limited to, loss of business, loss of use or loss of profits) which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of either party occurs. Subject to the foregoing limitations, each party agrees to indemnify, defend and hold the other party harmless for any and all claims, demands, suits or actions, including attorney's fees, arising out of its performance or failure to perform any of its obligations under this Agreement, except to the extent such claims, demands, suits or actions arise out of the negligence of the other party. Termination of this Agreement for any cause shall not release either Party from any liability, which at the time of termination has already accrued to the other Party, or which thereafter may accrue in respect of any act or omission that occurs prior to termination, or from any obligation which is expressly stated herein to survive termination

4.13. Assignment. This Agreement constitutes a personal contract and neither Party may transfer or assign same or any part thereof without the advance written consent of the other Party.

4.14. Severability. If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

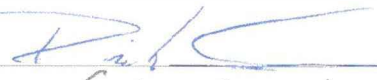
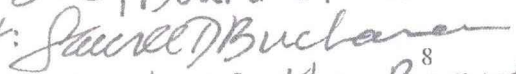
4.15. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

County:

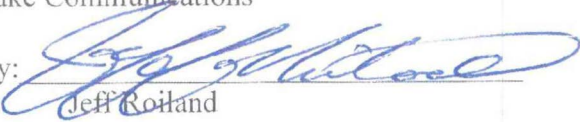
Lake County, MN

By:

  
Rich Sve, Board of Commissioners Chairperson  
Attest:   
Clerk of the Board

(Authorized Officer)

L.C1:  
Lake Communications

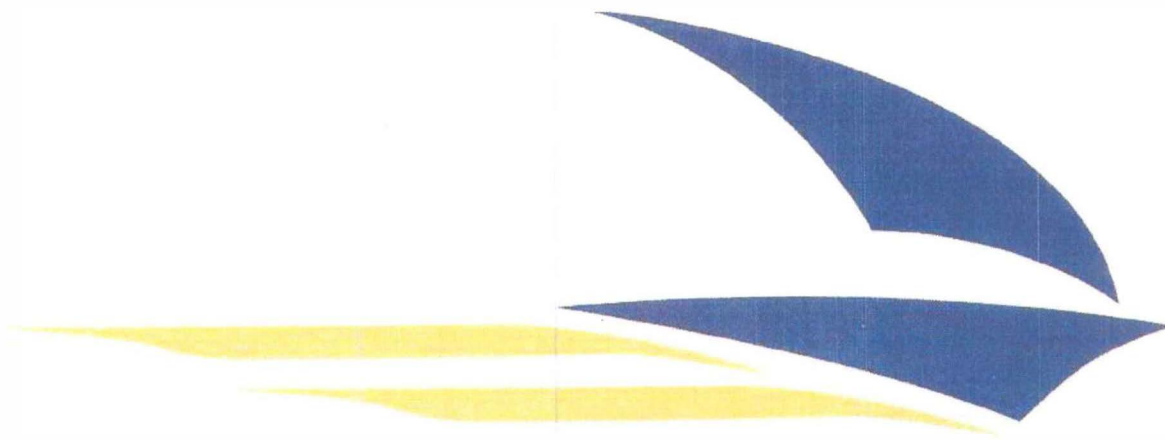
By:   
Jeff Roiland  
President

**EXHIBIT A**

<<< add permitted logo, name and legend >>>

<<< add effective date >>>

GP-4114822 v1



***LCI***™



PMS 7549



PMS 289



C: 0 M: 30 Y: 100 K: 0



C: 100 M: 90 Y: 30 K: 20



R: 253 G: 184 B: 19



R: 31 G: 51 B: 104



R: fd G: b8 B: 13



R: 1f G: 33 B: 68

## Census Block

GEOID	STATE	COUNTY	TRACT	BLOCK
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270753701002696	27	75	370100	2696
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271370140001030	27	137	14000	1030
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270753701002267	27	75	370100	2267
271370139003003	27	137	13900	3003
271370139003002	27	137	13900	3002
271370139003001	27	137	13900	3001
271370139003000	27	137	13900	3000
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271370114002185	27	137	11400	2185
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271370105001012	27	137	10500	1012
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271370105001037	27	137	10500	1037
271370105001033	27	137	10500	1033
271370105001032	27	137	10500	1032
271370114001015	27	137	11400	1015
271370154002164	27	137	15400	2164
271370154002167	27	137	15400	2167
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270753701003053	27	75	370100	3053
271370155002421	27	137	15500	2421
271370114002207	27	137	11400	2207
271370114002206	27	137	11400	2206
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271370139002152	27	137	13900	2152
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271370139003046	27	137	13900	3046
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271370139002002	27	137	13900	2002
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271370139003017	27	137	13900	3017
271370139003010	27	137	13900	3010
271370139003011	27	137	13900	3011
271370139002019	27	137	13900	2019
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271370105001024	27	137	10500	1024
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271370154002156	27	137	15400	2156
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271370154002257	27	137	15400	2257
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271370154002252	27	137	15400	2252
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271370154001151	27	137	15400	1151
271370154002212	27	137	15400	2212
271370154002213	27	137	15400	2213
271370154002216	27	137	15400	2216
271370154002214	27	137	15400	2214
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270753701002245	27	75	370100	2245
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270753701002323	27	75	370100	2323
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271370154002064	27	137	15400	2064
271370105001011	27	137	10500	1011
271370105001014	27	137	10500	1014
271370154002106	27	137	15400	2106
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271370154002086	27	137	15400	2086
271370154002085	27	137	15400	2085
271370154002082	27	137	15400	2082
271370154002081	27	137	15400	2081
271370105002051	27	137	10500	2051
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# **PART B**

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271370139003025	27	137	13900	3025
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271370139003026	27	137	13900	3026
271370139003029	27	137	13900	3029
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271370139001054	27	137	13900	1054
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270753701001437	27	75	370100	1437
270753703001143	27	75	370300	1143
271370139002008	27	137	13900	2008
270753703001140	27	75	370300	1140
270753701004078	27	75	370100	4078
271370114004004	27	137	11400	4004
271370139003064	27	137	13900	3064
271370139003067	27	137	13900	3067
271370139003066	27	137	13900	3066
270753701003086	27	75	370100	3086
271370139003060	27	137	13900	3060
270753701003084	27	75	370100	3084
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270753701003089	27	75	370100	3089

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271370139002004	27	137	13900	2004
271370154001152	27	137	15400	1152
271370154001153	27	137	15400	1153
271370154001155	27	137	15400	1155
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271370154001017	27	137	15400	1017
271370154002072	27	137	15400	2072
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271370139002007	27	137	13900	2007
270753704004002	27	75	370400	4002
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270753701001114	27	75	370100	1114
270753701001112	27	75	370100	1112
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270753701001503	27	75	370100	1503
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270753701002442	27	75	370100	2442
270753701002449	27	75	370100	2449
271370154002009	27	137	15400	2009
270753701002251	27	75	370100	2251
270753701002253	27	75	370100	2253
270753701002254	27	75	370100	2254
270753701002312	27	75	370100	2312
270753701002316	27	75	370100	2316
270753703002014	27	75	370300	2014
270753703002015	27	75	370300	2015
271370139003018	27	137	13900	3018
271370154002071	27	137	15400	2071
271370154001087	27	137	15400	1087
271370105001007	27	137	10500	1007
271370105001008	27	137	10500	1008
271370154002079	27	137	15400	2079

## Exchange

CO_NAME	EXCHANGE	WIRECENTER	SAC
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	AURORA	AURRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	BRIMSON	BRSNMNXB	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	AURORA	AURRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123

CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
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CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	BRIMSON	BRSNMNXB	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	BABBITT	BBTMMNXB	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	BABBITT	BBTMMNXB	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
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QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
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QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	AURORA	AURRMNXA	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123





QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	HOYT LAKES	HYLKMNXH	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
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CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
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CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	BABBITT	BBTMMNXB	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
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CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
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QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
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CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	BRIMSON	BRSNMNXB	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123





# PART C

CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	HOYT LAKES	HYLKMNXH	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
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CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142







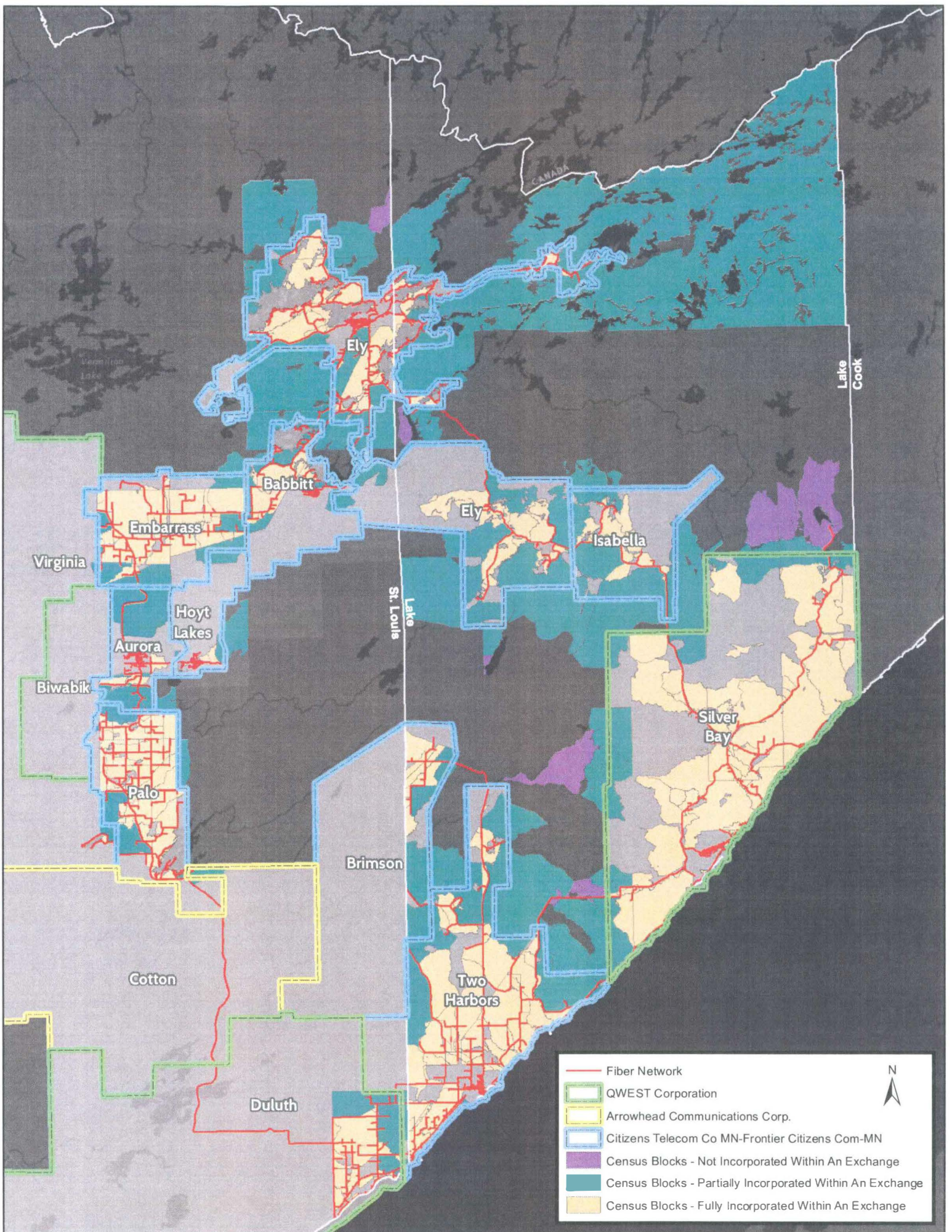
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	BABBITT	BBTMMNXB	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ISABELLA	ISBLMNXI	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142







CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	AURORA	AURRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	HOYT LAKES	HYLKMNXH	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	TWOHARBORS	TWHRMNXA	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	EMBARRASS	EMBRMNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
QWEST CORPORATION	SILVER BAY	SLBAMNSA	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	PALO	PALOMNXP	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
QWEST CORPORATION	DULUTH	ISLKMNIL	365142
CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN	ELY	ELY MNXE	361123



# PART D

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger	Chair
Betsy Wergin	Vice Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
John Tuma	Commissioner

In the Matter of a Petition of Lake County  
Minnesota for Designation as an Eligible  
Telecommunications Carrier

MPUC Docket No.: P-6944/M-15-65

**ADVERTISING PLAN**

The Commission's July 27, 2015 Order in this docket required Petitioner to submit a formal advertising and outreach plan. The specific requirements are itemized in this filing.

**Media Channels Advertising Lake Connection's Voice Telephony Service**

The following media channels advertise the availability of Lake Connection's voice, video and data services, including the availability of LifeLine service to qualifying customers.

**Radio**

Two Harbors: KTWH

**Newspaper**

North Shore Journal  
Two Harbors Chronicle  
Babbitt Weekly News  
The Ely Echo  
Range Times

**Television**

On cable networks through Lake Connections Television system

**On-line Newsletter**

Gaining Speed, published 4-6 times a year

**Website**

**LC SITE:**

- Unbundled local service: <http://www.lakeconnections.com/pdf/unbundled-rates.pdf>
- Telephone Discount: <http://www.lakeconnections.com/pdf/lifeline.pdf>
- MN Relay: <http://lake-communications.com/pdfs/2015-TRS-Annual-Customer-Notice.pdf>

**LCI Site:**

- Home page with all links: <http://lake-communications.com>





**BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
John Tuma	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF LAKE  
COUNTY MINNESOTA FOR DESIGNATION AS  
AN ELIGIBLE TELECOMMUNICATIONS  
CARRIER

MPUC Docket No. P6944/M-15-65

**LAKE COUNTY CERTIFICATION**

Lake County respectfully submits this certification in response to the Commission's Order dated July 27, 2015.

Lake County certifies:

1. In support of Federal Communications Commission rule 47 C.F.R. § 54.202 (a)(2), the County network can remain functional during emergency situations. The County network will reroute traffic around damaged interoffice facilities, and is capable of managing traffic spikes resulting from emergency situations.
2. The County acknowledges that VoIP Services are subject to state regulation per the Commission Order in docket number: P-6716,5615/C-14-383. Services offered by Lake Communications Inc. (LCI), the County's selected vendor for voice telephony, will be offered in a manner consistent with Commission rules;
3. Services eligible for federal universal support will be offered throughout the ETC service area;
4. Supported services, and the charges for said services, will be advertised using media of general distribution;
5. The LCI website [insert] posts the terms and conditions for voice telephony and Lifeline services. The County website references and links to the LCI website.
6. The Department and the Commission will be notified within 10 days of a determination that the County is unable to serve a Lifeline-qualified customer within its ETC designated service area.

I, Mathew Huddleston, certify to the accuracy of the foregoing.



\_\_\_\_\_  
Signature

8/26/15

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Huddleston

Name

\_\_\_\_\_  
County Administrator for Lake County

Title