

Exhibit Sierra-2

Opening Testimony of Michael N. Montgomery - Public Version

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

In the Matter of Application of Sierra
Telephone Company, Inc. (U 1016 C) to
Modify Intrastate Revenue Requirement and
Rate Design and Adjust Selected Rates.

A.21-_____

**OPENING TESTIMONY OF MICHAEL N. MONTGOMERY
ON BEHALF OF SIERRA TELEPHONE COMPANY, INC. (U 1016 C)**

PUBLIC VERSION

November 1, 2021

INTRODUCTION AND QUALIFICATIONS.

Q.1. Please state your full name and business address.

A.1. My full name is Michael N. Montgomery. My business address is 49150 Road 426 Oakhurst, California 93644.

Q.2. By whom and in what capacity are you employed?

A.2. I am employed by Sierra Telephone Company, Inc. (hereinafter “Sierra”) as its Operations Manager.

Q.3. What are your duties as Operations Manager?

A.3. As Operations Manager, I oversee all of Sierra’s operations, including day-to-day network operations, engineering, construction, maintenance, and improvements of facilities. I manage employees in Sierra’s Central Office and Outside Plant departments. The outside plant department handles all engineering design, installations and maintenance of telecommunications infrastructure, including plant necessary to enable voice service and network enhancements required to make Sierra’s facilities broadband-capable. In consultation with Sierra’s President and executive management team, I assist in identifying network investment targets and determining how to spend Sierra’s limited capital on projects necessary to advance the network and improve operations for the benefit of customers and the overall long-term health of Sierra’s operation. I oversee the planning, network design, and specific construction processes to deploy telecommunication facilities for Sierra. This includes Sierra’s projects, locations, priorities, and goals related to its Fiber to the Premise (“FTTP”) buildout. If customers report problems with their service, I am responsible for ascertaining whether the problem relates to Sierra’s facilities. Where maintenance, replacement, or upgrades to facilities are needed to respond to a customer concern or a loss of network functionality, I am responsible for devising the necessary solutions to correct the problem.

Q.4. How long have you held the title of Operations Manager?

A.4. I was promoted to Operations Manager in March of 2019.

Q.5. Please describe your prior work experience?

A.5. I started with Sierra in 1998 in the Operator Services Department and then

transferred to the Facilities Services department, initially working in Pay Phone Maintenance and Collections. I then moved into installation and repair work, installing telephone and DSL services and repairing these services when necessary. Next, I was transferred to the remote switching area of the Central Office department, maintaining back up power systems and remote access equipment for POTS and DSL services. I then moved into the switching area of the Central Office department and provisioned, installed and maintained the switch, data services and completed provisioning for customer orders of DSL and telephone service. In 2017, I was promoted to the Supervisor of the Central Office Switching Department and was responsible for the day-to-day operations of that department. I was further promoted in March 2019 to the Operations Manager position, where I now have oversight and responsibility of the Construction, Engineering, Facilities Services and Central Office departments.

Q.6. Please describe your education, professional certifications, and training.

A.6. I am currently enrolled at Southern New Hampshire University and will complete a B.S. in Business Administration in April 2022. I have an A.S. degree from Reedley College in Management, a Certificate of Achievement from Fresno City College in Business Management, a certificate of completion from Toastmasters for Dynamic Leadership Pathways program, and many vendor-specific training certificates for technical training and trouble shooting.

Q.7. What is the purpose of your testimony?

A.7. My testimony will describe Sierra's service territory and identify network deployment challenges presented by the conditions, terrain, and population density in the service area. I will describe Sierra's overall philosophy regarding network advancement and summarize Sierra's long-term vision for its network. I will discuss the current functionalities of Sierra's infrastructure and identify the next steps in Sierra's construction and service quality improvement plans. As part of this discussion, I will identify Sierra's current network capabilities and explain how Sierra plans to advance those functionalities in the 2023 test year governing this rate case. I will explain that Sierra did not have significant network outages during the past five years and discuss network solutions that Sierra has implemented to better respond to outages and mitigate their impacts if they do occur. Finally, I summarize Sierra's emergency response and safety

policies.

Q.8. Have you previously testified before the Commission?

A.8. No.

Q.9. How is your testimony organized?

A.9. Following this introductory discussion, my testimony is presented in six sections.

First, I address Sierra's service territory and the difficulties that it presents for facilities deployment. Second, I present Sierra's investment, construction, and service quality improvement approach, and identify the key considerations driving Sierra's network investments. Third, I describe the current functionalities and scope of Sierra's network. Fourth, I identify Sierra's anticipated investments in the test year and beyond, as part of executing on Sierra's long-term plan. Fifth, I discuss network outages and Sierra's solutions for improving its resiliency. Sixth, and finally, I discuss Sierra's safety measures and emergency response practices.

SIERRA'S SERVICE TERRITORY

Q.10. Please describe Sierra's service territory.

A.10. Sierra's service territory covers 775 square miles in the Sierra Nevada foothills in Eastern Madera and Mariposa Counties, including areas in and around the unincorporated communities of Ahwahnee, Bass Lake, Catheys Valley, Coarsegold, Fish Camp, Mariposa, Midpines, Oakhurst, and Raymond. The area is predominantly forested, and includes rocky terrain, rugged creek drainages, and a wide range of undeveloped or partially developed land. Spanning elevations from just under 500 feet in the Raymond area to just over 7,000 feet at our highest point in the service area, Sierra's service area experiences extreme weather in both winter and summer. In the winter, snowstorms and heavy rains limit access to significant portions of the territory, making travel treacherous. Situated wholly within "elevated" or "extreme" high fire threat areas according to the Commission's fire risk map, the Sierra's service territory has experienced four major fires since 2017. A fifth fire, the 379,895-acre "Creek Fire" in 2020, burned to the edge of our service territory. Dry conditions and the bark beetle infestation have led to more combustible material and additional natural obstacles on the roads and other access points through which Sierra reaches customer locations. Households and small businesses are dispersed

throughout the territory, with an average distance from each remote node to customer locations of 4,812 feet, and some customer locations over 30,000 feet away from the remote node that provides their service. The area is also relatively isolated—there is no metropolitan area within the service territory, and the closest major population center is Fresno, which is at least an hour drive from most customers' homes.

Q.11. What challenges does Sierra's rural service territory pose for Sierra's operations network infrastructure?

A.11. The rugged and remote terrain presents many challenges for operations, network design, and maintenance. Snow, fires, mudslides, lightning storms, windstorms and rockslides can threaten facilities, enhancing the need to engineer and construct the replacement facilities in a very short timeframe. Granite surfaces make trenching an expensive endeavor, necessitating heavy equipment to install facilities, even along highways and existing rights of way. Winter weather limits the construction season, and wildfires can limit access to facilities during times of critical need. The long distances between customer locations in the territory requires long drive times for technicians, even in optimal conditions. As an example, a round trip from our Oakhurst business office to our remote on Fremont Peak takes roughly 4 hours in good weather. These realities increase the labor costs associated with construction projects. To navigate the extreme weather, road closures, and natural obstacles that come with a mountainous service territory, Sierra must have heavy-duty all-terrain vehicles and ready access to construction equipment, including trenchers, dozers, skid steers, horizontal boring rigs, mud pumps, four-wheel drive vehicles, and powered reel dollies. Both the conditions and the distances between locations result in increased "wear and tear" on vehicles. Construction in rural areas also comes with higher permitting costs, as portions of Sierra's facilities are located on Sierra National Forest or Bureau of Land Management ("BLM") land.

Q.12. What steps has Sierra taken in its operations and network design to respond to these challenges?

A.12. Sierra has designed its network to withstand extreme weather conditions where possible. Sierra undergrounds its facilities wherever possible, although some locations make that

infeasible due to permitting restrictions or physical limitations on boring, trenching or plowing. This provides significant protection from physical changes in the environment during storms or other natural disasters. Of course, major catastrophic events may displace or burn even undergrounded facilities. Understanding the vulnerabilities of facilities in a rural area, Sierra has proactively constructed its network to utilize a series of self-healing rings, so if fiber is cut or damaged, many portions of Sierra’s network can automatically re-route traffic to avoid outages. To prepare for inevitable repairs that occur in a rural telecommunications network, Sierra has also taken steps to ensure that it is adequately staffed to respond efficiently to customer trouble reports and to proactively maintain the network to avoid problems. We also maintain an Emergency Operations Plan to govern larger emergency events and disasters that would require a whole company approach to address. We are also subject to a higher frequency of Public Safety Power Shutdown (“PSPS”) events as most of our service area is in Tier 2 and 3 high fire threat areas. We have recorded three major PSPS events in our area starting in October of 2019. This does not include many localized interruptions in power service for repairs and maintenance of PG&E power facilities. Wildfires are also a threat to facilities and workload through the dry summer months, which has also produced poor air quality from excessive smoke.

Sierra is deeply rooted in the community and is committed to meeting the challenges presented by its service territory. Serving a rural area comes at a cost premium as opposed to urban and suburban areas, but Sierra has the operational experience to execute on important customer service and network improvement measures necessary to deliver benefits to its rural customer base. Through the pending rate case, it is important that Sierra secure access to reasonable cost recovery and funding mechanisms to allow these successful efforts to continue.

**SIERRA’S FACILITIES DEPLOYMENT PHILOSOPHY AND
KEY DRIVERS OF INVESTMENT**

Q.13. How would you describe Sierra’s overall approach to network expansion, maintenance, repair, and investment?

A.13. Sierra’s overall goal is to build and maintain a network that provides customers with safe, reliable, affordable voice service and access to broadband-capable facilities at an

evolving level of functionality that allows customers to access the advanced services of their choice.

Q.14. Is Sierra an advanced services provider?

A.14. No, Sierra is a provider of retail voice services and network access services. These network access services include switched and special access services and interstate wholesale Digital Subscriber Line (“DSL”) transmission service. Wholesale DSL transmission service can be purchased by retail Internet Service Providers (“ISP”) to provision retail Internet access service or “broadband” service to customers. Sierra has an affiliate ISP, Sierra Tel Internet, which provides such retail broadband service using Sierra’s wholesale DSL transmission service, and any other retail ISP could provide retail broadband service to the same customers using the same platform. Sierra’s role is to act as a network provider, and my reference to Sierra’s focus on “broadband-capable facilities” was provided in that context. Whether or not Sierra’s customers choose to purchase advanced services from Sierra’s affiliate, Sierra has a commitment and a duty under applicable regulatory requirements to ensure that the network itself is “broadband capable.”

Q.15. What “applicable regulatory requirements” are you referencing that require Sierra to focus on the broadband capabilities of its network?

A.15. Sierra is keenly aware of the Federal Communications Commission’s (“FCC”) continually-increasing requirements that make broadband capabilities a condition of accessing federal high-cost support. Most recently, in 2018, the FCC raised its minimum broadband capabilities standards to a level of 25 Megabits per second (“Mbps”) download and 3 Mbps upload. As the FCC remarked in its order identified as FCC 18-176, “access to 25/3 Mbps is not a luxury for urban areas, but important to Americans wherever they live.” *See* FCC 18-176 at ¶ 3. The FCC’s 2018 order made 25/3 Mbps a prerequisite to Eligible Telecommunications Carrier (“ETC”) status, which means that Sierra must engineer its facilities so that the network can provide 25/3 access to all customers who reasonably request such access. Sierra takes this objective very seriously, and although Sierra has not yet achieved ubiquitous 25/3 Mbps access, it is essential that Sierra continue to work toward that objective and position itself to meet even higher levels of broadband access that will be required in the future.

Q.16. Why do you believe that the minimum broadband capability standards are likely to increase in future years?

A.16. The historical trends in the FCC's minimum broadband requirements strongly suggest that the 25/3 Mbps threshold will be increased, likely during the pendency of Sierra's instant rate case. The broadband capability standards have increased steadily from 3/1 Mbps in 2010 to 4/1 Mbps in 2011 to 10/1 Mbps in 2014 to 25/3 in 2018. *See* FCC 11-161 at ¶ 26; 14-190 at ¶¶ 13, 15; FCC 18-176 at ¶ 3. I am also aware of pronouncements from Governor Newsom and the California Legislature indicating that California's goal for download speeds is 100 Mbps, far beyond the 25 Mbps FCC standard. *See Executive Order N-73-20* at 2; SB 156 (2021) § 7.

Q.17. Is Sierra's interest in achieving higher levels of broadband capability entirely driven by regulatory requirements?

A.17. No. Even if the FCC and the state of California were not pushing carriers to increase broadband speed capabilities through regulatory mandates or incentives, I believe customer demand for advanced services would compel Sierra as a network provider to ensure that its network is sufficiently capable to deliver speeds of well beyond 25/3 Mbps. Customers are increasingly interested in real-time video applications, which can facilitate critical social, health, and economic benefits, such as telehealth, distance learning, and remote work. Customers' usage of the Internet also continues to involve larger and larger data files. In recent years, upload capabilities have become especially important, and upload speeds of 3 Mbps are becoming inadequate and customers require major increases in upload bandwidth to accommodate large upload demands, especially for video-based applications.

Q.18. Do you have evidence of increases in demand for advanced broadband capabilities amongst Sierra's customers?

A.18. Yes. Sierra closely monitors its customers' needs. Like most of Sierra's employees, I live in the service territory, so I am in tune with how customers are using the network both from a network operations perspective and from a community perspective. We have recorded over 400 DSL speed upgrade service requests from customers that could not be accommodated because of inadequate facilities. Since 2017, we have also had 429 requests for

fiber services, with only a few being fulfilled, and most being denied because the facilities do not exist in the requested locations. From my experience, where there are this many requests for upgrades, there are likely many more customers who have not called, but who also would subscribe to higher levels of broadband capability if it existed. As further evidence of the significant demand for broadband, I have also spoken at local Rotary events and the overwhelming focus of questions from the community relate to broadband availability, concerns regarding speed capabilities, and the timing of fiber installations.

From 2018 through 2021, Sierra Tel Internet (“STI”) has steadily increased its subscribership, and its customers have also shown increased interest in plans that deliver higher speeds. From July 15, 2019 to August 16, 2021, STI had a <<START CONFIDENTIAL [REDACTED] END CONFIDENTIAL>> decrease in its customers on the 6/1 Mbps Starter Plan, as customers moved to higher speed tiers. The largest percentage of those customers moved to STI’s highest Copper DSL plan (Platinum) at 25/5 Mbps, with a <<START CONFIDENTIAL [REDACTED] END CONFIDENTIAL>> total increase in subscribership to that plan during the same time period. I have provided a confidential exhibit marked as Exhibit MM-1, which shows a breakdown of the change from July 5, 2019 to August 13, 2021. I believe this percentage would be even higher, but not all customers qualify for that speed increase due to lack of adequate facilities, so they must settle for a speed between the Platinum and Starter plans.

In addition to what is currently observable, I also think it is important to look to the future to anticipate future customer demand and evolving needs. Network improvements are labor-intensive and require extensive expenditures of capital over a period of years, and if Sierra does not take a long-term, proactive approach to these investments, it will not be ready when the demand reaches new plateaus and regulatory requirements advance in ways that are beyond its current capabilities. Based on my experience in the industry and my familiarity with Sierra’s customer base, I believe strongly that customers will be routinely using applications in the next five years that require 100 Mbps download and at least 20 Mbps upload speeds for optimal functionality. It is Sierra’s responsibility as the principal telecommunications provider in its service territory to anticipate and fulfill this need.

Q.19. What are the top priorities in guiding Sierra’s investment plans?

A.19. The principal drivers of investment for Sierra are forward-looking customer demand and foreseeable regulatory requirements. However, service quality, public safety, and network reliability objectives are equally important. Especially in an environment where wildfires are increasingly prevalent and many customers are choosing to stay at or near home due to the COVID-19 pandemic, investments in network resiliency, backup power mechanisms, and facilities configurations that promote service restoration are particularly critical. Resiliency efforts are especially important to Sierra because it serves two Public Safety Answering Points (“PSAPs”) in Mariposa, which facilitate emergency response through the E911 system in all of Mariposa County. In addition, Sierra pays close attention to the needs of its anchor institutions, which Sierra defines broadly to include schools, hospitals, libraries, state and federal government agencies, municipal institutions, other utilities, places of worship, and key businesses and places of public accommodation. A non-exhaustive list of some of the main anchor institutions in Sierra’s territory is provided with my testimony in the document marked as Exhibit MM-2 Community Anchor List. Ensuring that these important community institutions are appropriately served has broader benefits for the safety and overall welfare of the area.

Q.20. Are Sierra’s investments consistent with the factors that the Commission has identified in guiding investments in broadband-capable facilities?

A.20. Yes. I am aware of the factors that the Commission identified in Decision 14-12-084 to guide broadband-related investments, including regulatory requirements, customer demand, presence of anchor institutions, network redundancy, public safety, and service quality. *See* D.14-12-084 at 71. Sierra carefully considers each of these factors, as I have explained. While the Commission outlined these factors as considerations related to broadband investments, I note that Sierra’s investments are not compartmentalized into “broadband” and “voice” investments. Sierra has a single, multi-use network that provides voice service and access to advanced services through its broadband capable facilities. Sierra’s investments consider the health and functionalities of the network as a whole.

Q.21. You have focused on the need to upgrade your network to accommodate higher broadband speeds. Do these upgrades also benefit voice service?

A.21. Yes. Sierra's network improvements are focused on pushing fiber further toward the customer, with a goal of achieving a full FTTP architecture. Through these fiber investments, Sierra will be replacing aging copper plant that is more and more susceptible to service quality issues over time. In the long run, fiber is a cheaper, more resilient, more scalable, and more flexible medium through which to deliver telecommunications signals, including voice signals. Sierra provides voice service over a resilient and redundant network that provides power for the service with Sierra's own direct current ("DC") power source. This allows voice and broadband services to remain functional in power outages and emergency situations like wildfires and snowstorms, in which commercial power may be out for extended periods. Sierra's investments will give our customers the advantage of emergency voice and data communications when other technologies may not be available. These measures are critical because cellular reception is of poor quality or nonexistent in multiple areas within Sierra's service territory, making Sierra's voice offering a necessity for communications and safety, including the ability to reach 911.

Q.22. How does Sierra balance its deployment and community service objectives with the associated cost?

A.22. All investments must be considered from a cost-benefit perspective, viewing both the costs and the benefits through a long-term lens that focuses on the viability of Sierra's service platform and the best interests of its customers. I am in close contact with Sierra's other executive management personnel, including Sierra's President, Ms. Huber, in prioritizing and refining Sierra's investment priorities. Sierra has limited capital, and it understands that its funding sources are also subject to significant constraints. By investing according to a thoughtful plan over a period of years, Sierra can mitigate costs while still bringing extensive benefits to customers. I believe strongly that FTTP is critical to Sierra's future, and the completion date for full FTTP is highly dependent on this rate case and the continued availability of present and future support mechanisms.

**SIERRA’S CURRENT NETWORK DESIGN, BACKUP POWER PROTOCOLS, AND
RESILIENCY MEASURES**

Q.23. Please describe Sierra’s current network.

A.23. Sierra’s network is divided into three exchanges, which are served out of five central offices. The three exchanges are Raymond, Coarsegold, and Mariposa, and the central offices are located in the communities of Oakhurst, Bass Lake, Coarsegold (in the Yosemite Lakes Park subdivision), Bootjack, and Mariposa town. Each Central Office is equipped with resilient rings to support subscribers, and Emergency Stand Alone (“ESA”) capabilities, both of which are designed to mitigate outages and preserve connectivity in the case of a disaster. For well over a decade, Sierra has been steadily installing fiber distribution facilities from each central office to a series of remote switches, nodes, and other networking equipment by which signals are moved further toward customer locations. These network components are connected through a series of 20 access rings and eight transport rings, which provides self-healing technology by which signals can be re-routed to mitigate outages and avoid community isolation. To illustrate the current configuration of Sierra’s network, I am attaching a map depicting the locations of critical infrastructure elements, including all switches, remotes, and nodes. This confidential map is provided with my testimony as Exhibit MM-3.

Q.24. What is the relative distribution of copper and fiber in Sierra’s network?

A.24. Sierra’s network currently has fiber from the central offices to each remote node, and in limited circumstances to larger businesses, anchor institutions, and a few residential customer locations. As I will discuss later, the continued installation of fiber drops from each node to each customer premises to achieve full FTTP will be critical to Sierra’s long-term service quality, broadband capability, and regulatory compliance objectives.

Q.25. Does Sierra rely on any wireless or microwave facilities?

A.25. Yes. Sierra utilizes radio spectrum in the 5170 – 5875 Megahertz band to provide service from the Central Office in Bootjack to Node MCN3. Redundant Ubiquiti RocketM5 Radio Base Stations are supported by a 10-Gigabit Ethernet Ring Protection Switching (“ERPS”) technology to provide 10 Mbps of bandwidth using the microwave links in a point-to-point

topology with Rapid Spanning Tree Protocol (“RSTP”) link protection for the 12 subscribers in the remote Old Mill area. This transport medium was necessary due to the very remote location and right of way issues with having to pass through a large portion of Sierra National Forest to reach the area.

Q.26. How do Sierra’s signals reach the broader Public Switched Telephone Network, or “PSTN?”

A.26. Sierra is interconnected with 638 two-way trunks, through which signals are delivered to the AT&T tandem in Fresno for distribution to the broader PSTN. All signals travel via bi-directional line switched rings which are self-healing, diverse routed and fully redundant.

Q.27. Does Sierra’s network deliver voice service using Voice over Internet Protocol, or “VoIP” technology?

A.27. No. While Sierra relies on soft-switches and it has deployed Internet Protocol-enabled facilities in significant portions of its network, Sierra utilizes a hardware-based architecture for delivering voice services to its subscribers. Voice signals leaving or entering Sierra’s network leave and enter through, Time Division Multiplexing (“TDM”) technology and use the traditional SS7 signaling platform.

Q.28. What services does Sierra provide to regional PSAPs?

A.28. Sierra’s network plays an important role in public safety because it serves two PSAPs, which field E911 calls and arrange for dispatch to address emergencies in the area. Specifically, the Mariposa County Sheriff’s Office acts as a primary PSAP for Mariposa County, and a secondary PSAP resides at a CAL FIRE location also in Mariposa County. That secondary PSAP serves all of Madera, Mariposa, Merced and parts of Stanislaus Counties. Sierra provides Automatic Location Identification (“ALI”) circuits to these PSAPs to enable location-specific E911 capabilities. In addition, Sierra has an “alternate answer” arrangement between its two PSAPs, the Yosemite National Park Service’s PSAP, and the Fresno CAL FIRE PSAP, by which calls can be re-routed in case of a PSAP outage or a PSAP evacuation.

Q.29. Please describe the backup power systems that Sierra currently has in place.

A.29. Sierra relies on batteries and both stationary and portable generators to provide backup power to its facilities. In its FTTP locations, Sierra utilizes line power technology from Sierra's facilities. When targeted areas of the network lose electrical service, Sierra delivers portable generators to any site which does not have a stationary generator in order to ensure continued service for subscribers. Stationary generators start automatically when commercial power fails and shut down once the electrical service has been restored. Sierra has large fueling tanks located in each county to meet fuel demands in emergency situations. As Sierra further deploys FTTP, it is increasingly using line-power equipment, which utilizes the existing copper plant to power the Optical Network Terminal ("ONT") at the customer premises. This ensures that dial-tone for critical E911 service will be maintained by Sierra's DC power plant during a power outage. Sierra is actively installing more stationary generators every year and plans to have the majority of its sites equipped with a stationary generator by the end of 2024. The use of onsite battery back-up in conjunction with stationary and portable generators allows Sierra to meet or exceed the 72-hour minimum requirement under Commission rules for standalone power capabilities at our remote nodes.

Q.30. What network reliability standards does Sierra currently strive to attain?

A.30. Sierra demands carrier-grade equipment in its network at a time when the industry is adopting more of a "data center" mentality. Carrier-grade systems are tested and engineered to meet or exceed "five nines" availability standards, calling for 99.999% reliability, which equates to no more than 5 minutes and 15 seconds of down time over a year-long period. By engineering fiber optic networks for redundancy and diversity to this equipment, Sierra strives to achieve 100% network reliability for its subscribers.

Q.31. What significant network investments has Sierra made since its last rate case?

A.31. Since Sierra's last rate case concluded in late 2017, Sierra has completed over 70 major projects. I will highlight a few of the larger network improvements among those to provide context for the types of upgrades Sierra has achieved in recent years:

- Work Order 7-035-18 placed cable and conduits in the Indian Lake subdivision area to

provide cable and conduit to a new remote node to improve broadband service capabilities for the residents and provide future backbone for FTTP deployments. This project passed 145 homes in the area, allowing those customers either direct access to FTTP or preparing them for the next step in the process.

- Work Order 7-019-18 placed cable and conduit in conjunction with an additional work order to place fiber optic cable for FTTP applications and to feed a new remote site in the Yosemite Lakes Park subdivision for improved broadband capabilities and FTTP services. This project passed 149 homes in the area, allowing those customers either direct access to FTTP or preparing them for the next step in the process.
- Work Order 7-055-18 is part of our ongoing work to complete FTTP to the subdivision of Jersey Dale/Mariposa Pines. This project completed a portion of the homes in the subdivision and placed all conduit, pull boxes, cables and pedestals to provide the backbone of the FTTP project. It passed 54 homes in a rural portion of our serving area with frequent times of snow and adverse conditions.
- Work Order 7-023-19 placed conduit and fiber for a portion of the residents near our remote site OSY1 near the Sierra Lakes subdivision. This work order passed 49 homes and allows customers access to FTTP services.
- Work Order 7-109-19 placed conduits, cable, and pull boxes along Trabuco Road to prepare the area for FTTP deployment. This project passed 42 homes in the area.
- Work Order 7-086-17 placed conduits and a pull box to provide improved network redundancy and the backbone facilities for FTTP to the subdivisions of Bronco and Windy Hollow. This work order passed 140 homes and is the first step in providing FTTP services in these subdivisions.
- Work Orders 6-420-18 and 6-424-18 provided transport upgrades to our data network, creating 100 Gigabit fully redundant and protected rings across the two counties we serve.
- Work Orders 6-415-19 and 6-416-19 provided a core network upgrade to move all access ring uplinks to a more redundant and updated leaf and spine network architecture across the two counties we serve.

- Work Order 6-419-20 replaced our aging and no longer supported ESA equipment at each of our wire centers. The upgrade provides updated equipment manufactured by our switch vendor and will provide ESA capabilities to each of the wire center for seamless failover to ESA protocol if necessary.

These are just a few of the many upgrades that Sierra has completed since its last rate case.

Q.32. Has Sierra notified the Commission of the network improvements that it has made since its last rate case?

A.32. Yes. As required in Sierra's last rate case, Sierra has provided annual "progress reports" to both the Communications Division and the Public Advocates Office. The progress reports contain detailed, project-specific information reflecting the location, purpose, status, cost, completion date, and other specifics regarding each principal project that Sierra has pursued from 2018 through 2021. The progress reports for this four-year period are provided with my testimony in confidential Exhibit MM-4.

Q.33. What are the current broadband capabilities of Sierra's network?

A.33. As of August 2021, Sierra's network can deliver speeds of 25/3 Mbps to approximately <<START CONFIDENTIAL [REDACTED] END CONFIDENTIAL>> of its customer locations. This figure includes Sierra's limited number of existing FTTP connections and Sierra's customer locations whose copper drops are close enough to a central office or fiber-fed remote to receive 25/3 Mbps. For Sierra's copper DSL-based customer locations, capabilities depend largely on footage from customers' homes to the remote node that provides the DSL service. These hard footage cutoffs do not always reflect real-world results or applications. Sierra strives to do whatever is reasonably possible to meet our customer's needs, this includes the use of bonding field pairs, installing Asynchronous DSL ("ADSL") Broadband Amplifier ("ABA") technology, installing Very High Speed DSL ("VDSL") Broadband Amplifier ("VBA") and testing customers for DSL beyond a recommended footage to provide the best possible level of broadband capability. All of these options have to be tested for each individual customer location and depend on specific criteria. Therefore, it is difficult to say with certainty what speeds are possible at any given location. However, based on my review of the applicable data, Sierra's

network is capable of delivering at least 10/1 Mbps to approximately <<START CONFIDENTIAL [REDACTED] END CONFIDENTIAL>> of customer locations and at least 6/1 Mbps to approximately <<START CONFIDENTIAL [REDACTED] END CONFIDENTIAL>> of locations. Approximately <<START CONFIDENTIAL [REDACTED] END CONFIDENTIAL>> of locations have capabilities less than 6/1 Mbps. As a reference, the technical guidelines used by Sierra for provisioning copper DSL services, and which inform my capability figures, are summarized in a chart in the confidential exhibit provided herewith labeled as Exhibit MM-5.

Q.34. Do these figures rely on any assumptions about installations of broadband-capable service drops?

A.34. The figures are a reflection of the actual, physical capabilities of the network, based on industry standards and Sierra's own internal testing, including the current state of any service drops, as of August 2021. In other words, no assumptions are included in these figures about what Sierra might be able to install upon request.

Q.35. Do the speed capabilities you have described match Sierra's FCC Form 477 reports?

A.35. The speed capabilities of Sierra's network are generally consistent with Sierra's Form 477 reports, but my summary is describing actual capabilities based on loop length and technology, whereas Form 477 reports also rely on an assumption about the extent to which facilities can be served in a "reasonable service interval," which has been operationalized in these reports as "10 business days." Form 477 reports also rely on "advertised speeds," which are different from physical network capabilities. My data is more precise because it correctly reflects Sierra's actual capabilities, including the fact that significant additional investment would be needed to upgrade copper drops to achieve higher broadband speeds such as 25/3 Mbps. I note that Form 477 data is submitted twice a year to the FCC, on or about March 1st and September 1st of each year, using data as of "end of year" and "mid-year," respectively. As a reference, Sierra's most recent Form 477 report is attached to my testimony confidentially as Exhibit MM-6.

PLANNED NETWORK IMPROVEMENTS AND FACILITIES DEPLOYMENT

Q.36. Are Sierra’s current broadband capabilities sufficient to meet customer needs and address regulatory requirements?

A.36. No. For Sierra to responsibly meet the needs of the community, significant additional investments must be made. As I noted previously, I also believe that regulatory requirements are likely to advance rapidly, so Sierra will find itself in a precarious situation if it does not act now to further advance its fiber deployments.

Q.37. What is Sierra’s plan for improving the broadband capabilities of the network?

A.37. Sierra plans to make FTTP the primary focus of network investment in additional facilities until we complete a full FTTP architecture. This will position Sierra to meet forward-looking customer needs and preserve access to full federal support based on Sierra’s commitment to move its network toward ubiquitous 25/3 Mbps and higher capabilities.

Q.38. What specific network improvements does Sierra intend to pursue through the end of 2022?

A.38. I will highlight a few large network upgrades planned for 2022. <<START

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[REDACTED] **END**

CONFIDENTIAL>> In addition to these large Outside Plant additions the Central Office

years as we prepare to meet Governor Newsom’s Executive Order N-79-20, which will require Sierra to have a zero emissions fleet by the deadline for medium and heavy duty vehicles by 2045 and all drayage trucks by 2035.

Q.41. Why are these upgrades necessary?

A.41. To meet social responsibility and government regulation standards and to keep a well-maintained fleet of commercial vehicles.

NETWORK OUTAGES

Q.42. Has Sierra experienced significant network outages since its last rate case was completed at the end of 2017?

A.42. With its self-healing ring architecture and extensive backup power resources, Sierra’s network is well-situated to remain operational and avoid or mitigate outages. Because of this, Sierra did not experience a significant outage in its network during the period of 2018 through October 2021.

Q.43. What standard are you using to define “significant?”

A.43. I am using the term “significant” in identifying “significant outages” to encompass scenarios where an outage triggers a reporting requirement either to the Commission, the FCC, or the California Office of Emergency Services (“Cal OES”). These reporting standards include the “Major Service Interruption” requirement in Section 4 of the Commission’s General Order 133-D, the Network Outage Reporting System (“NORS”) standard in 47 C.F.R. Section 4.9(f), and the Cal OES “community isolation” rules in 19 CCR Section 2480.2 (which took effect in June 2020). Sierra engineers its network to reduce the incidence and duration of any outages, and Sierra did not have any significant, reportable outages during the past five years.

Q.44. Has Sierra experienced a loss of commercial power related to a PSPS event during the period of January 2018 through the present?

A.44. Yes, Sierra has had three PSPS events in our serving area since 2018: in October 2019, October 2020, and January 2021. These events often occur on very short notice, so they present significant difficulties and require the expenditure of substantial resources in a short period of time.

Q.45. How did Sierra's backup power measures perform where commercial power was lost during these events?

A.45. The 2019 PSPS event resulted in the loss of power to 82 of Sierra's remote sites, serving 11,191 customers. The PSPS event started October 27, 2019 at approximately 1:45 p.m. Total restoration of power by PG&E for the event happened at approximately 7:06 p.m. on October 29, 2019. During the entire event, Sierra only lost network services for two remote sites for a short period, affecting 132 customers, so the outage fell below the reportable threshold. This event lasted for more than 53 hours and Sierra's backup power measures performed very well using portable and stationary generators and battery backup systems. As noted below, based on this experience, Sierra made improvements and refined its plans to lessen future PSPS event impacts and the strain on resources.

The 2020 PSPS event started October 25, 2020 at approximately 9:21 p.m. and 40 remote sites lost power affecting 6,067 subscribers. Sierra's backup power measures performed very well in the 2020 event and we had zero network outages during the event. On October 27, 2020 by 3:13 p.m. PG&E had restored power to all locations.

The 2021 PSPS event started on January 19, 2021 shortly after midnight and affected 71 sites and 7,660 subscribers. The 2021 PSPS event power restoration was done slowly and in phases by PG&E over the course of 10 days, with final restoration on January 30, 2021. During this extended PSPS event Sierra had one outage at one of our most remote site locations affecting just two subscribers. The remote location on Fremont Peak, along with deep snow pack, made accessibility an issue but total down time was approximately 540 minutes for those two customers. This remote site was initially engineered with a double stack of batteries for extended back up time. Since this event we have also added a stationary generator along with a propane fuel source to extend this site's standalone power capabilities exponentially.

Q.46. How much notice did Sierra receive from PG&E in connection with each of these outages?

A.46. Prior to the 2019 event we received approximately 19 hours of notification. For the 2020 event, we received no notification. Prior to the 2021 event we had approximately 36 hours

notification. This limited notice, or lack of notice, greatly augments the challenges presented by these events.

Q.47. Did Sierra upgrade its facilities or backup power protocols based on its experience with the outages you have mentioned?

A.47. When notified in early 2019 of impending PSPS events, Sierra added six WEN portable generators to its inventory. Due to the length and ubiquitous nature of the first event in October 2019, Sierra added 12 more WEN portable generators in November, and an additional 10 Multiquip portable generators and trailers in early 2020. Even before that, Sierra was adding stationary generators to its network at a rate of seven to eight per year to anticipate backup power needs during emergencies. In 2020, Sierra installed 15 new stationary generators and is on track to install an additional 20 generators in 2021. By the end of 2024, the majority of sites in Sierra's network will be equipped with a stationary generator. Each site is also equipped with batteries for standalone backup power of at least eight hours, and most sites will run on battery much longer than that. As I mentioned previously, the use of batteries, along with portable and stationary generators allows us to meet 72-hour stand-alone power requirements under Commission rules. Batteries are replaced every five years with replacements which have higher amp-hour ratings.

Q.48. What mechanisms or protocols does Sierra have in place to detect outages?

A.48. Sierra utilizes an alarm management system which is monitored 24/7 for potential problems in the network functionality, which we call "network faults." During normal business hours, central office personnel monitor the alarm management system and are responsible for fault resolution. For "after hours" fault detection and restoration, Sierra utilizes an "on-call" system by which the alarm management system automatically calls the "on call" technician for any significant alarm. As a further backup, during non-business hours, the customer care department monitors an alarm dashboard for network faults. When a fault occurs and the automated system has not resolved it in a timely manner, customer care associates follow on-call procedures for contacting operations personnel to resolve faults. The Customer Care department also answers our published 24/7 repair number and dispatch customer reported service problems or issues.

Q.49. Even though Sierra did not have any “significant” outages, did Sierra experience other outages since its last rate case?

A.49. Like all telephone companies, Sierra experiences minor outages in the ordinary course of business, but outages typically impact small numbers of customers and are limited in duration. Sierra reports on its “out of service” restoration efforts pursuant to G.O. 133-D. Mr. Rule is presenting those reports as part of his testimony.

Q.50. Does Sierra have a formal plan to guide its network resiliency initiatives?

A.50. Yes. In compliance with Commission decision D.21-02-029, Sierra submitted its network resiliency plan to the Commission on August 11, 2021. The plan governs Sierra’s procedures for ensuring network functionality during power outages and emergencies, including backup power protocols, service restoration prioritization sequencing, and procedures for leveraging Sierra’s resources to respond expeditiously to network threats. A copy of Sierra’s resiliency plan is provided with my testimony as Exhibit MM-8.

SAFETY AND EMERGENCY RESPONSE

Q.51. What steps has Sierra taken to promote public safety and ensure responsiveness during emergencies?

A.51. Sierra has developed and maintained a detailed emergency operations plan to ensure that it can respond in an orderly and efficient way to emergencies. Sierra’s service territory is 100% within high-fire threat zones, and Sierra is well aware of the threats that wildfires pose to its network and its customers. Where emergencies occur, Sierra’s first priority is to keep the network functional by identifying threats, mobilizing backup power resources, and re-routing signals if needed. If damage occurs, Sierra works swiftly to restore service, to the extent that Sierra can safely enter the affected areas. Sierra also works closely with first responders to give them the telecommunications resources they need to support their efforts to combat disasters, conduct evacuations, and triage emergency resources in the area.

Q.52. Does Sierra have a formal plan governing its emergency response protocols?

A.52. Yes. Sierra has developed this plan over the course of many years, and it provides a comprehensive and thoughtful approach to emergency response, based on Sierra’s experience

and deep understanding of the communities and terrain in the area. In response to Commission directives in decision D.21-02-029, Sierra formally submitted its emergency response plan to the Commission on April 12, 2021. A copy of that plan is provided with my testimony as Exhibit MM-9. Sierra regularly reviews this plan and makes adjustments as necessary to incorporate best practices in response to an evolving and challenging environment.

Q.53. Does Sierra conduct regular training to familiarize employees with the emergency response plan?

A.53. Yes. Sierra continually updates the Emergency Operations Plan, including a yearly review by Managers and key personnel within the plan. Final revisions are then reviewed by the Sierra executive management team for accuracy and final approval. In 2020, Sierra completed a complete mock trial of the Emergency Operations Plan, using the nearby Creek Fire as a sample disaster. This was an opportunity to use a real disaster that was a potential threat to Sierra's service territory as a comprehensive test of our disaster preparedness. We had multiple meetings of Sierra's Emergency Team and ran multiple "what if" scenarios for a fire in our area, including the development of plans for employee displacement and the potential need to set up remote work sites to continue operations. The mock disaster started on 9/8 with an initial meeting with the entire team, there was multiple follow up discussions and contingency plans put into place over a weeks' time working with teams within the plan. We had a "post-disaster" completion debrief of the training on 9/16 with the entire emergency operations team. The plan has been reviewed by management this year already and additional training is pending scheduling and appropriate accommodations for COVID considerations.

Q.54. Does Sierra maintain "mutual aid" or "mutual assistance" agreements with other local entities?

A.54. Sierra does not have formal "mutual aid" agreements or "mutual assistance agreements with local entities. However, Sierra is a member of California Utilities Emergency Association ("CUEA") and CUEA gives Sierra access to a broad range of support from across multiple sectors of the utilities industry. The CUEA provides access to mutual assistance from its members and includes the ability to procure materials, workers, and supplies in case of an

emergency. We utilized their service during the PSPS event in 2021 when we had no access to one of our remote sites due to snow levels. Through CUEA, AT&T responded to the request for help but was also unable to reach the remote site, then Ponderosa Telephone responded to the CUEA request and arrived with a snow cat and was able to get Sierra to the remote site and deliver a generator to restore and maintain services through the PSPS event. This agreement helps ensure coordination in the community when disasters occur.

In addition to our formal agreement with CUEA, Sierra has several mutual aid agreements and assistance protocols, even though they are not memorialized in specific contracts. For example, Sierra has for many years met with a Cal Fire representative in advance of fire season to discuss any needs they may have and to make sure they have an updated contact list for Sierra. We have also had informal meetings with law enforcement, both the California Highway Patrol and local Sheriff Departments to establish contacts in those organizations to facilitate Sierra's ability to enter fire areas once safe but before evacuations have been lifted. This allows Sierra to enter "burn areas" early enough to make sure communication facilities are operational in the area before repopulation occurs. It also allows us to place or re-fuel generators, as oftentimes PG&E takes far longer to reestablish electricity service to these areas.

Q.55. Where service restoration efforts are necessary, does Sierra have a protocol or prioritization for restoring certain anchor institutions?

A.55. There are certain anchor institutions that are central to ensuring public safety, promoting local communications, and providing basic necessities in the area. A list of the entities on the priority restoration list is described in Sierra's Emergency Operations Plan on page 62. This list also includes a sub-list of customers that have Telecommunications Service Priority ("TSP") designation and would be given first priority. *See* Exhibit MM-9. However, to the extent possible, Sierra prioritizes restoring service to the largest number of customers possible in the shortest period of time, and that principle governs its service restoration protocols more than specific prioritization of individual customers.

Q.56. What specific services has Sierra supplied to first responders?

A.56. In the past 10 years, there have been several significant fires in or near Sierra's

service territory. When wildfires occur in the area, Sierra works in close contact with CAL FIRE to provide service to emergency operations camps and other locations where first responders need communications capabilities. Oftentimes, these camps must be established on extremely short notice, and Sierra has been up to the challenge of facilitating this access where needed. Sierra has worked closely with our Cal Fire and Forest Service partners and have established three preferred locations for emergency fire camps, one in Mariposa County at the County Fairgrounds and two in Madera County at the Ahwahnee Hills Park and Coarsegold Rodeo Grounds with Ahwahnee Hills becoming the preferred location for large fire camp deployments. For example, the Creek Fire was close to our service area and resulted in evacuations within our service area, Ahwahnee Hills Park provided a large and safe location for the Forest Service to establish a base camp, which they began establishing on September 30, 2020. Our construction department worked with the Forest Service to clear and flatten the grounds in preparation for the Fire Camp. We then installed communication services including 20 phone lines and 2 Fiber DSL connections with 500/100 Mbps speed services. We maintained those services until we assisted in the breakdown of the camp on October 26, 2020.

Q.57. What other measures has Sierra taken to promote the safety and security of its premises?

A.57. Sierra has installed and maintains a proximity card door entry system for most work areas to control and restrict access to areas as needed. The main employee work areas of the Oakhurst headquarters and the nearby Parkway building are gated and access is only granted with the proximity card. Both of those buildings and two additional primary work areas in Mariposa County also have security cameras that are monitored and recorded 24/7 by onsite personnel. In addition to internal network alarm monitoring, Sierra also has external alarm monitoring for intrusion and fire alarms by outside providers. We give security and safety training throughout the year at all levels of the company, and additional training for specific departments. A sample of trainings during 2021 is as follows: a 911 procedures training in February 2021; a review of fire hazards in the work place in June 2021; fire extinguisher training September 2021; and “exit and egress” training in October 2021. We periodically perform fire evacuation drills, and the most

recent was for our Oakhurst headquarters building and it was performed April 22, 2021, with an overall operational critique and corrective actions for departments or employees who need them. We also work closely with our local Sheriff's department, who provided an "active shooter" training on April 3, 2019. We maintain a recording of that training on our company Intranet and is available to all employees on a Safety Tab in Sierra's system. In addition to our mandatory trainings, the Safety Tab on the Intranet also includes a wide range of trainings for multiple areas of the company but is available to all who wish to take advantage of it.

CONCLUSION

Q.58. Do you have any final remarks regarding Sierra's operations or investment plans?

A.58. This rate case comes at a critical moment for Sierra, in which Sierra must invest aggressively to ensure that its network will continue to provide for safe, reliable voice service and enable broadband access at a level that supports contemporary broadband applications and keeps up with rapidly-increasing customer demand for advanced services. Sierra has developed a reasonable plan to make the necessary network upgrades to achieve 25/3 Mbps and beyond, and Sierra's shareholders are willing to put up the capital that it will take to achieve these results. The Commission should do its part by including the additional investments in rate base so that Sierra's investors will have the opportunity to earn a reasonable return on the capital that will be used to realize these customer improvements that are necessary to advance universal service in Sierra's territory.

Q.59. Does this conclude your testimony?

A.59. Yes.

Exhibit MM-1
[Public]

Redacted

Exhibit MM-2

Sierra Telephone's Community Anchor Institutions

Category Code	Account Name
Schools	
	Bass Lake - OAK CREEK INTERMEDIATE SCHOOL
	Bass Lake - OAKHURST ELEMENTARY SCHOOL
	Bass Lake - WASUMA ELEMENTARY SCHOOL - CLASSROOMS
1	Bass Lake Joint Union Elementary
1	Bass Lake Joint Union Elementary
1	Evergreen High School
1	Madera County Office Of Education
1	Madera County Office Of Education
	Mariposa - WOODLAND ELEMENTARY SCHOOL - 9, 10, 11 & OFFICE
1	Mariposa Co. Independent Learning Ctr
1	Mariposa Co. Unified School District
	Mariposa Co. Unified School District
	MARIPOSA ELEMENTARY SCHOOL
1	Merced County Office of Education
1	Merced County Office of Education
	RAYMOND COMMUNITY DAY SCHOOL
1	Raymond- Knowles Elementary
1	Raymond- Knowles Elementary
1	Raymond- Knowles Elementary
1	Sierra Foothill Charter
1	Western Sierra Charter School
1	Yosemite Unified - Coarsegold Union Elementary
	YOSEMITE UNIFIED SCHOOL DISTRICT
1	Yosemite Unified School District -
1	Yosemite Unified School District - Foothill High School
	Yosemite Unified COARSEGOLD ELEMENTARY SCHOOL - OFFICE / LIBRARY
Libraries	
2	Madera County Library
2	Mariposa Library
2	Mariposa Library
Medical and healthcare providers	
3	Dept of Veteran's Affairs
3	Dept of Veteran's Affairs

Sierra Telephone's Community Anchor Institutions

Category Code	Account Name
3	Dept of Veteran's Affairs
3	Kaiser Permanente
3	Adventist Health
3	Adventist Health
	Community Medical Centers
3	Anthony Roberts DC
3	Adventist Health System West
3	Camarena Health
	Labcorp
	Camarena Health
	Coarsegold Family Chiropractic
	Martha Moore PhD Counseling
	Yosemite Dental Care
	Crane Valley Acupuncture
	Turning Point of Central California
3	Madera Co Behavioral Health Svcs
	Community Health Centers of America
	Community Health Centers of America
	Granite Ridge Home Health Care
	Mountain Medical Transport
	John C Fremont Hospital
3	John C Fremont Hospital - CVIN
3	Drugtech Toxicology
	Fremont Medical Clinic
	Quest Diagnostics - JOHN C FREMONT
	Quest Diagnostics
3	Mariposa Indian Health Clinic
3	Quest Diagnostics
3	Mariposa Co. Human Services
Public Safety Entities	
	CATHEYS VALLEY CAL FIRE
4	Madera Co Sheriff's Dept
	Ca State of Forestry Dept
4	Usona Forest Fire Station
4	Mariposa County Fire
4	Catheys Valley Volunteer Fire Co #23
	Madera Co Fire Dept
	Madera Co Fire Dept - Raymond
	Ca State of Forestry Dept
4	Coarsegold Fire Station
	Ca State of Forestry Dept
4	Raymond Forest Fire Station
	CALIFORNIA HIGHWAY PATROL
	MADERA COUNTY FIRE DEPARTMENT

Sierra Telephone's Community Anchor Institutions

Category Code	Account Name
4	BASS LAKE STATION CALFIRE EQUIPMENT BAY
4	Bootjack Volunteer Fire Co #37
	BASS LAKE VOLUNTEER FIRE DEPARTMENT
4	Sierra Ambulance Service
	AHWAHNEE VOLUNTEER FIRE DEPART
4	Ca State of Forestry Dept Ahwahnee Firest Fire Station
	CEDAR VALLEY FIRE DEPARTMENT NO 18
4	Mormon Bar Volunteer Fire Co #27
4	Madera County Fire Dept
4	USDA Telephone Invoices
	Madera Co Sheriff's Dept
4	Madera Co Fire Dept Station 12
4	Mariposa Co Sheriff Dept
4	Bear Valley - Mt Bullion Volunteer Fire Co #25
4	Mercy Medical Transportation
	USDA Telephone Invoices
	Mariposa Co Probation Dept
	CALIFORNIA HIGHWAY PATROL/DEPARTMENT OF MOTOR VEHICLES
4	CA State of Forestry & Fire Prevention (CAL Fire)
4	Ponderosa Basin Volunteer Fire Co #32
4	Ca State of Forestry Dept Mount Bullion Conservation Camp
	MARIPOSA CO FIRE DEPARTMENT
4	Lushmeadows Volunteer Fire Co #29
4	Midpines Volunteer Fire
4	USDA, Telephone Invoices Midpines Fire Station
4	Fish Camp Fire Rescue Co
	FISH CAMP FIRE STATION
Community College	
5	Azuza Pacific University
5	Community College State Center
County Offices	
6	Madera Co Road Dept-Raymond
	Madera Co Eng & Gen Svcs

Sierra Telephone's Community Anchor Institutions

Category Code	Account Name
	Madera Co Eng & Gen Svcs - Cedar R
6	Madera County Workforce Investment
6	Madera County Department of Social Services
6	Madera County Building Department
	Mariposa County Data Processing
	MADERA COUNTY ENGINEERING PUMP/TANK
	Madera Co Dept of Social Services
6	Madera Co Res Eng Mgmt Agency
	Mariposa County Data Processing
	Mariposa County Data Processing
6	Mariposa County Data Processing
	Mariposa County Parks
6	Mariposa Superior Court CASA
	MARIPOSA COUNTY GOVERNMENT CENTER
6	Mariposa Senior Services
	MARIPOSA COUNTY HUMAN SERVICES BUILDING
6	Mariposa County Data Processing
County Outreach agencies	
7	Helping Hands Pregnancy
7	Madera Co Com Action Agy, Inc - Victim Service
	YOSEMITE VISITOR'S BUREAU / NATIONAL PARK SERVICE
7	Mountain Crisis Services
7	Sierra Senior Center
Tribal	
	Picayune Rancheria of the Chukchansi Indians
8	American Indian Council of Mariposa County
	Picayune Rancheria of the Chukchansi Indians
Other State Agencies	
9	California Dept Transportation Caltrans-D06
9	California State Mining & Mineral Museum
	MRPS FRGRNDS SPLTR #1 50/25 - Calix 711GE CXNK0016347b
9	Caltrans - D10

Sierra Telephone's Community Anchor Institutions

Category Code	Account Name
Other - Churches	
	Hillside Baptist Church of Mariposa
	Kingdom Hall of Jehovah's Witnesses - Coarsegold
	Raymond Community Church
	Grace Community Church of the Sierra
	Church of Christ - Coarsegold
	Circle of Hope Ministry
	ST ANNS CATHOLIC CHURCH
	CAMP OAKHURST CHURCH CAMP
	Oakhurst Lutheran Church
	Little Church in the Pines
	Sierra Vista Presbyterian Church
	ST DOMINIC CATHOLIC CHURCH - OFFICE
	Our Lady of the Sierra - Oakhurst
	Mountain Christian Center
	Positive Living Center
	Yosemite New Life Church of the Nazarene
	Rushing Wind Ministries of Yosemite
	First Church of Christ Scientist
	Sierra Pines Church
	The Grove
	God, Gold & Glory
	Mariposa Revival Center
	Christ Church Anglican
	Yosemite Lakes Community Church
	Lutheran Church - Mariposa
	Coarsegold Community Bible Church
	Lighthouse Assembly of God
	Calvary Baptist Church
	Catheys Valley Baptist Church
	LITTLE CHURCH IN THE HILLS
	Saint Raphael's Episcopal Church
	Jesus Pure Blood Ministry
	Sierra Springs Church
	New Church United Methodist Church
	First Baptist Church - Oakhurst
	St Joseph's Catholic Church
	Mariposa United Methodist Church
	Seventh-Day Adventist Church - Mariposa
	Church of Jesus Christ of Latter Day Saints
	Christian Science Church
	Kingdom Hall of Jehovah's Witnesses - Oakhurst
	FAMILY BIBLE CHURCH
	First Baptist Church - Mariposa
	Living Way Foursquare Church

Sierra Telephone's Community Anchor Institutions

Category Code	Account Name
	Landmark Missionary Baptist Church
	Oakhurst Evangelical Free Church
	St Andrew's Anglican Church
	Seventh-Day Adventist Church - Oakhurst
	Church of Christ - Oakhurst
	New Life Christian Fellowship
	Church of Christ - Mariposa
	Mariposa Assembly of God Church
	Kingdom Hall of Jehovah's Witnesses - Mariposa
	Church of Jesus Christ of Latter Day Saints
	Ponderosa Basin Chapel

Exhibit MM-3
[Public]

Redacted

Exhibit MM-4
[Public]

Redacted

Exhibit MM-5
[Public]

Redacted

Exhibit MM-6
[Public]

Portions redacted

Form 477 Filing Summary

FRN:
0003719929

Data as of:
Jun 30, 2021

Operations:
ILEC

Submission Status:
Revised - Submitted

Last Updated:
Aug 20, 2021 09:19
AM

Filer Identification

Section	Field	Response
Filer Information	Company Name	Sierra Telephone Company, Inc.
	Holding Company Name	Sierra Tel Communications Group
	Filing Type	ILEC
	SAC ID	542338
	499 ID	806877
Data Contact Information	Data Contact Name	Linda Lassen
	Data Contact Phone Number	(559) 642-0357
	Data Contact E-mail	lindal@stcg.net
Emergency Operations Contact Information	Emergency Operations Name	Robert Griffin
	Emergency Operations Phone Number	(559) 642-1178
	Emergency Operations E-mail	robertg@stcg.net
Certifying Official Contact Information	Certifying Official Name	Cynthia A Huber
	Certifying Official Phone Number	(559) 642-0209
	Certifying Official E-mail	cindyh@stcg.net

Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	fbd06302021.csv	Aug 20, 2021 09:18 AM	1,578
Fixed Broadband Subscription	fbs063021.csv	Aug 20, 2021 09:18 AM	86
Fixed Voice Subscription	fvs06302021.csv	Aug 20, 2021 09:18 AM	11

Fixed Broadband Deployment

Census Block Counts by State, DBA Name and Technology

State	DBA Name	Technology	Blocks
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State	DBA Name	Technology	Blocks
California	Sierra Tel Internet	ADSL2	807
		Optical Carrier/Fiber to the End User	131
		VDSL	640
Total			1,578

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

Fixed Broadband Subscription

Fixed Broadband Subscriptions by State, Technology and End User Type

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business/Govt.	Total
California	Asymmetric xDSL				
	Optical Carrier/Fiber to the End User				
Total					

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

Fixed Broadband Subscriptions by Bandwidths and End User Type

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business/Govt.	Total
4.000	0.800			
8.000	0.800			
10.000	10.000			
12.000	2.000			
20.000	2.000			
25.000	5.000			
50.000	25.000			
100.000	50.000			
200.000	100.000			
500.000	100.000			
Total				

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

Fixed Broadband Subscriptions by Technology, Bandwidths and End User Type

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business/Govt.	Total
Asymmetric xDSL	4.000	0.800			
	8.000	0.800			
	12.000	2.000			
	20.000	2.000			

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business/Govt.	Total
	25.000	5.000			
Optical Carrier/Fiber to the End User	10.000	10.000			
	50.000	25.000			
	100.000	50.000			
	200.000	100.000			
	500.000	100.000			
Total					

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

Fixed Voice Subscription

VGE Lines and VoIP Subscriptions by State and End User Type

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
California				
Total				

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

Fixed Voice Subscription (VGE Lines)

VGE Lines Provided to Unaffiliated Providers by State

State	Wholesale	UNE-L
California		
Total		

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

VGE Lines Provided to End Users by State, Bundle and Product Type

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Business/Govt.	
				& No PIC	& PIC	& No PIC	& PIC
California							
Total							

Proprietary and Confidential – Subject to G.O. 66-D § 3.2; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255(a); Civ. Code § 3426.1(d); Evid. Code 1060.

VGE Lines Provided to End Users by State, Ownership and Last-Mile Medium

State	Total	by Ownership			by Last-Mile Medium			
		Owned	UNE-L	Resale	FTTP	Coax	Fixed Wireless	Copper
California								
Total								

Reminder: You must continue to use Census 2010 geographic codes in FCC Form 477.

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**Form 477 Voice Subscription
Report
[Public]**

Redacted

**Form 477 Broadband
Subscription Report
[Public]**

Redacted

Form 477 Broadband Deployment Report

60390001021096	Sierra Tel Internet	50	1	50	25	1
60390001021096	Sierra Tel Internet	11	1	8	0.8	1
60390001021097	Sierra Tel Internet	50	1	50	25	1
60390001021097	Sierra Tel Internet	12	1	25	5	1
60390001021097	Sierra Tel Internet	11	1	8	0.8	1
60390001021098	Sierra Tel Internet	12	1	25	5	1
60390001021098	Sierra Tel Internet	11	1	8	0.8	1
60390001021110	Sierra Tel Internet	11	1	4	0.8	1
60390001021113	Sierra Tel Internet	11	1	4	0.8	1
60390001021114	Sierra Tel Internet	11	1	4	0.8	1
60390001021115	Sierra Tel Internet	11	1	8	0.8	1
60390001021116	Sierra Tel Internet	12	1	20	2	1
60390001021116	Sierra Tel Internet	11	1	8	0.8	1
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60390001021119	Sierra Tel Internet	11	1	8	0.8	1
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60390001021120	Sierra Tel Internet	11	1	8	0.8	1
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60390001021121	Sierra Tel Internet	11	1	8	0.8	1
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60390001021125	Sierra Tel Internet	12	1	20	2	1
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60390001021126	Sierra Tel Internet	11	1	8	0.8	1
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60390001021131	Sierra Tel Internet	11	1	8	0.8	1
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60390001021133	Sierra Tel Internet	11	1	8	0.8	1
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60390001021135	Sierra Tel Internet	12	1	25	5	1
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60390001021136	Sierra Tel Internet	11	1	8	0.8	1
60390001021138	Sierra Tel Internet	11	1	4	0.8	1

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60390001021139	Sierra Tel Internet	12	1	25	5	1
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60390001031096	Sierra Tel Internet	12	1	20	2	1

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60390001032026	Sierra Tel Internet	12	1	25	5	1
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60390001041008	Sierra Tel Internet	12	1	25	5	1
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60390001081004	Sierra Tel Internet	12	1	25	5	1
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60390001082003	Sierra Tel Internet	12	1	25	5	1
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60390001082005	Sierra Tel Internet	12	1	20	2	1
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60390001082006	Sierra Tel Internet	11	1	8	0.8	1
60390001082007	Sierra Tel Internet	11	1	4	0.8	1
60390001082008	Sierra Tel Internet	50	1	50	25	1
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60390001082013	Sierra Tel Internet	50	1	50	25	1
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60390001082017	Sierra Tel Internet	50	1	50	25	1
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60390001082066	Sierra Tel Internet	50	1	50	25	1
60390001082066	Sierra Tel Internet	12	1	25	5	1
60390001082066	Sierra Tel Internet	11	1	8	0.8	1
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60390001082077	Sierra Tel Internet	12	1	20	2	1
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60390001082079	Sierra Tel Internet	12	1	20	2	1
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60430003013039	Sierra Tel Internet	11	1	4	0.8	1
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60430003022010	Sierra Tel Internet	11	1	8	0.8	1
60430003022011	Sierra Tel Internet	12	1	20	2	1
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60430003022018	Sierra Tel Internet	12	1	20	2	1
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60430003022020	Sierra Tel Internet	11	1	8	0.8	1
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Exhibit MM-7
[Public]

Redacted

Exhibit MM-8
[Public]

Portions redacted

CALIFORNIA PUBLIC UTILITIES COMMISSION

Communications Division Advice Letter Summary Form

Date AL served on parties: 08/11/2021	CPUC Utility Number U - 1016 - C
Company Name: Sierra Telephone Company, Inc.	<input checked="" type="checkbox"/> GRC-LEC <input type="checkbox"/> URF-Carrier <input type="checkbox"/> CMRS
Address: P.O. Box 219	<input type="checkbox"/> Commission Resolution Requested <input checked="" type="checkbox"/> Carrier of Last Resort (See D.96-10-066)
City, State, ZIP: Oakhurst, CA 93644-0219	AL Tier I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/>
Filing AL #: 480 Requested Effective Date: 09/09/2021	Information-Only <input type="checkbox"/>

	Name:	Email Address:	Phone No.:
Filer	Chad Duval	Chad.Duval@mossadams.com	209.955.6124
Certif.	Choua Her	Choua.Her@mossadams.com	209.955.6141

(Name, email address & Phone number are **Required** for "Filer")

Keyword: Decision / Resolution Compliance For Contract Keyword, Type: Government Other
 Date Executed _____ Contract Total Rev (\$) _____

Subject of filing: To be comply with D.21-02-029, O.P. 1
(Service(s) included)

Authorization for filing: D.07-01-024, D.07-09-019, D.21-02-029
(Resolution #, Decision #, etc.)

Tariff Schedules: N/A **No. of Sheets:** 00

Affected services: _____
(Other services affected, pending or replacement AL filings)

Rate Element(s) affected and % change: _____
(Non-recurring and / or recurring)

Customer Notice Required (if so, please attach)

Notes/Comments: Public Version
(Other information & reference to advice letter, etc.)

<p>File Protest(s) and/or Response(s) to: Advice Letter Coordinator, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 VIA EMAIL ONLY (DO NOT MAIL HARD COPY)</p>	<p>Email to: TD. PAL@cpuc.ca.gov Protests must be served to the Communications Division (TD. PAL) and the Utility on the same day Refer to GO 96-B 7.4 for additional information</p>
---	---

(FOR CPUC USE ONLY) rev. 12/24/19

(Date Filed / Received Stamp by CPUC Industry Division)	Utility Type:	Supv. / Analyst _____ / _____
	<input type="checkbox"/> Logged In:	Due Date to Supv.: _____
	<input type="checkbox"/> Logged Out:	CD Suspension Requested: <input type="checkbox"/> Yes, see attached
		Analyst Completion Date: _____
		Supervisor Completion Date: _____
		Disposition: <input type="checkbox"/> Accepted <input type="checkbox"/> Withdrawn <input type="checkbox"/> Rejected
		AL / Tariff Effective Date: _____
		Resolution No.: T- _____
		Notes: _____



T (209) 955-6100
F (209) 955-6199

3121 W. March Lane
Suite 200
Stockton, CA 95219

VIA E-FILE

August 11, 2021

U-1016-C

Advice Letter No. 480

PAL Coordinator
Communications Division
California Public Utilities Commission
505 Van Ness Avenue, 3rd Floor
San Francisco, California 94102-3298

Re: D.21-02-029 (Wireline Provider Resiliency Strategies), O.P. 1

Dear PAL Coordinator,

Sierra Telephone Company, Inc. ("Sierra Telephone"), a landline incumbent local exchange carrier, submits this Tier 2 advice letter filing to set forth its Communications Resiliency Plan pursuant to Ordering Paragraph 1 of CPUC Decision ("D.") 21-02-029.

The Plan, Attachment A to this Advice Letter, describes how Sierra Telephone will maintain a minimum level of service and coverage to preserve access to 9-1-1 and 2-1-1, maintain the ability to receive emergency notifications, and maintain access to internet browsing for emergency notices for its customers in the event of a power outage.

Sierra Telephone requests that this Tier 2 Advice letter be effective as of September 9, 2021.

This filing will not increase any rate or charge, cause the withdrawal of service, or conflict with other Schedules or Rules.

Anyone may protest or respond to this advice letter, which was filed on August 11, 2021, by sending a written protest or response via email [TD_PAL@cpuc.ca.gov] to the Advice Letter Coordinator, Communications Division. If submitting a protest, the protest must set forth the specific grounds on which it is based, including supporting information or legal arguments. A protest or response to the advice letter must be submitted to CD within 20 days of the date the advice letter was filed and served on the carrier on the same day. Email a copy of the protest or response to this advice letter to Regulatory Manager (Regulatory@stcg.net). To obtain information about the CPUC's procedures for advice letters and protests, go to the CPUC's website at www.cpuc.ca.gov and look for links to General Order 96-B.



Upon approval, please notify Choua Her by e-mail (Choua.Her@mossadams.com) with your filed and effective dates.

Copies of this Advice Letter are being sent to the regular contacts on Sierra Telephone's Service List and the list designated on the Commission's website for "Any Advice Letter not fitting within the preceding categories" under G.O. 96-B, Industry Rule 10. See Resolution T 17327 (dated January 12, 2012).

Call me at 209-955-6124 or email Chad.Duval@mossadams.com if you have questions about the filing matter and call Choua Her at 209-955-6141 about format issues.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Duval'.

Chad Duval, Partner, for
Moss Adams LLP

CD:ch

Attachments

cc: Advice Letter Service Lists



MOSSADAMS

Advice Letter Service List

Al Baumgarner
Finance Director
Sierra Telephone
P.O. Box 219
Oakhurst, CA 93644-0219
Regulatory@stcg.net

Controller
The Ponderosa Telephone Company
P.O. Box 21
O'Neals, CA 93645
Service via e-mail to: Regulatory@ponderosatel.com

Charles E. Born
Manager, State Government Affairs
Citizens Telecommunications
P.O. Box 340
Elk Grove, CA 95759-0340
Service via e-mail to: Charlie.Born@ftr.com

AT&T California
Attn: Ross Johnson
525 Market Street, Room 1944
San Francisco, CA 94105-2727
Service via e-mail to: regtss@att.com

Sean Beatty and Patrick Rosvall
BRB Law LLP
Via Emails:
sean@brblawgroup.com
patrick@brblawgroup.com

Communications Division
California Public Utilities Commission
serviceresiliency@cpuc.ca.gov

CPUC Advice Letter Service List: Any Advice Letter not fitting within the preceding categories.

First Name	Last Name	Email Address	Company	UNumber	Date Submitted
Ross	Johnson	att-regulatory-ca@att.com	AT&T California	1001	2/24/2012
Steve	Fetzer	sfetzer@4cct.com	CCT Telecomm		3/1/2012
John	Gutierrez	John_Gutierrez@cable.comcast.com	Comcast Phone of California, LLC	U-5698-C	3/1/2012
PHILIP	JOSEPHSON	PJOSEPHSON@STERLINGBUSINESSLAW.COM	TNCI		3/5/2012
KAREN	MCBEE	TRUCKEE25@AOL.COM	PPG COMMUNICATIONS		3/6/2012
Michelle	Salisbury	michelle.salisbury@crowncastle.com	CA - CLEC LLC & NewPath Networks, LLC	6936 & 6928	3/13/2012
Yvonne	Wooster	ysmythe@caltel.com	Calaveras Telephone	U-1004-C	3/16/2012
Floyd	Jasinski	floyd.jasinski@consolidated.com	Consolidated Communications, Inc	1015, 7261	3/26/2012
Karen	Ritter	CAservicelist@tminc.com			4/2/2012
davina	hunter	davinahunter29@gmail.com			4/23/2012
Winafred	Brantl	wbrantl@kelleydrye.com	Kelley Drye & Warren LLP		4/24/2012
Craig	Teal	cteat@pointpointinc.com	Point to Point, Inc.	6066	5/1/2012
Suzanne	Toller	suzannetoller@dwt.com	Davus Wright Tremaine		6/12/2012
Judy	Pau	dwtcpucdoctors@dwt.com	Davus Wright Tremaine		6/12/2012
Dean	LaChapelle	deanvic@yahoo.com	Point To Point Inc	6066	6/12/2012
Charlie	Born	Charlie.Born@ftr.com	Frontier Communications	1024	6/26/2012
Risa	Hernandez	rhh@cpuc.ca.gov	CPUC		7/6/2012
Steven	Fenker	steve@tsihomphone.com	Nexus Communications	U-4387-C	9/17/2012
Tony	Rafati	trafati@semprautilities.com			10/29/2012
John	Clark	jclark@goodinmacbride.com			11/14/2012
Stefanie	Edwards	sedwards@bluecasa.com	Blue Casa Telephone		12/3/2012
Christine	Mailloux	cmailloux@turn.org	TURN		12/6/2012
Beth	Blair	beth.blair@dgs.ca.gov	State of California	don't have one	1/24/2013
Bill	Peters	bill.peters@argusmedia.com	Argus Media	N/A	2/26/2013
Michael	Heyenga	cwa9509@gmail.com			2/28/2013
badruden	juma	upstudent9@gmail.com	myself	7627	3/14/2013
Kim	Isaacs	kdisaacs@integratelecom.com	Integra		3/27/2013
Kristopher	Twomey	kris@lokt.net			5/23/2013
Elizebeth	Hansen	eh2726@att.com	AT&T	1001	5/29/2013
Margaret	Tobias	info@tobiaslo.com			6/18/2013
Heather	Kirby	hkirby@telecomcounsel.com	Lance J.M. Steinhart, P.C.		6/24/2013
Inna	Vinogradov	inna@icommlaw.com			8/6/2013
Paula	Schneider	paula@crockerlawfirm.com	Crocker & Crocker		8/9/2013
Scott	Kellogg	scottekellogg@me.com	Kellogg Law Group, LLC		8/12/2013
Nicole	Winters	Nicole.Winters@windstream.com	Windstream		8/16/2013
Kristin	Manwarren	regulatory@intelepeer.com	IntelePeer	U-7175-C	8/19/2013
N.A.	Tannenbaum	cpuclists@gmail.com			9/8/2013
Angel	Barragan	Angel@FirelineBroadband.com			11/21/2013
Mark	McDonald	cpuc@siteserver.com	Siteserver, Inc.		12/2/2013
Kevin	Ashworth	regulatory@bluehatservices.com	Blue Hat Services		12/3/2013
G	Rogers	grogerswms@live.com			2/2/2014
Paul	Goodman	paulg@greenlining.org	The Greenlining Institute		2/4/2014
Timothy	Naple	tnaple@luxbridge.com	LuxBridge		2/6/2014
Jon	Sarafian	jonathansarafian@me.com			2/6/2014
Todd	Lantor	TLantor@fcclaw.com	Lukas, Nace, Gutierrez & Sachs, LLP		5/30/2014
Douglas	Denney	dkdenney@integratelecom.com	Electric Lightwave, LLC	5377	8/13/2014
Patti	Ringo	paringo1@gmail.com			8/24/2014
Virginia	Morales	thelegend831@live.com	Choke Wireless Communications		9/15/2014
Patrice	Rogers	progers@rtcteam.net	RTC Associates, LLC		10/10/2014
Kennyatta	Perkins	kperkins@rtcteam.net	RTC Associates, LLC		10/10/2014
Aisha	Perkins	aperkins@rtcteam.net	RTC Associates, LLC		10/10/2014
Regulatory	Dept	regulatory@ecomobile.com			1/9/2015
Tina	Allen	tallen@telecomservicebureau.com			1/19/2015
Alan	Galloway	alangalloway@dwt.com	Davis Wright Tremaine		1/22/2015
Becky	Heggelund	bheggelund@nbglaw.com	Nowalsky & Gothard, APLLC		3/18/2015
Margarett	Johnson	mjohnson@blnlaw.com	Bowles Liberman & Newman		4/30/2015
Darny	Sy	regulatory@totalcallmobile.com			5/14/2015
Michael	Rees	mrees@summitig.com			6/23/2015
Rachel	Schmeidler	rachel.schmeidler@sprint.com	Sprint		6/29/2015
Justin	Barnes	jbarnes@kfwlaw.com			8/18/2015
Carla	Liff	Carla.Liff@cgminc.com			8/27/2015
Anne	Clements	Anne.Clements@cgminc.com			8/27/2015
Julie	Poon	julie.poon@consolidated.com	Consolidated Communications		9/23/2015
Jason	VanArsdall	jvanarsdall@iwirelesshome.com	Access Wireless		10/27/2015
Ira	Gorsky	igorsky@elevationllc.net	Elevation		11/2/2015
Kim	Malcolm	klmalcolm@gmail.com			11/4/2015
Susan	Berlin	susan.berlin@telrite.com	Life Wireless	U-4442-C	3/3/2016
Sharon	Warren	swarren@tminc.com	Technologies Mgmt., Inc.		3/10/2016
Domenic	Fontana	domenic.fontana@viaoneservices.com	Via One Services		4/29/2016
Karen	Chung	karen.chung@sce.com			5/10/2016
Randy	Mills	randymills@chevron.com	Chevron Power and Energy Management		6/14/2016
Jim	McTarnaghan	CPUC_AL-Rates@perkinscoie.com			11/14/2016
Katherine	Marshall	kmarshall@potomaclaw.com			2/13/2017

Ana Maria	Johnson	aj1@cpuc.ca.gov	CPUC Office of Ratepayer Advocates		3/16/2017
Josh	Guyan	jguyan@kelleydrye.com	Kelley Drye & Warren LLP		3/30/2017
Kim	Isaacs	Kim.Isaacs@allstream.com			6/7/2017
Melissa	Slawson	mslawson@geolinks.com	California Internet L.P. DBA GeoLinks	U-7326-C	7/6/2017
Cassandra	Milligan	cassandra.milligan@tagmobile.com	TAG Mobile, LLC	U-4411-C	8/22/2017
Dale	Wiltshire	dale@fatpbx.com	Fresno Area Telephone & PBX	U-1420-C	9/12/2017
Kim	Scovill	kim.scovill@comtechtel.com	TeleCommunication Systems, Inc.	7083	12/21/2017
J.G.	Harrington	jgharrington@cooley.com			1/12/2018
Jack	Conklin	jhcon@hotmail.com	Dr.		2/16/2018
Kevin	Rhoda	krhoda@telecomreg.com	Rowland & Moore LLP		3/2/2018
Kelly	Faul	kelly.faul@verizon.com	XO Communications Services, LLC	U-5553-C	3/12/2018
Ken	Garnett	kgarnett@cal.net	Cal.net, Inc.	U-1340-C	3/20/2018
Lesli	Rowe	lesli.rowe@viaoneservices.com	SafetyNet Wireless	U-4458-C	3/26/2018
Pam	Brewer	pbrewer@inteserra.com	Inteserra Consulting Group		3/30/2018
Matt	Dean	regcompliance@telecompliance.net	Telecom Professionals, Inc.		4/4/2018
Bob	Kelly	bkelly@swwc.com			4/20/2018
Carlos	Alcantar	carlos@race.com			6/20/2018
Vince	Coppey	vc1@cpuc.ca.gov	Public Utilities Commission		7/3/2018
Michael	Anderson	mikea@clientworks.com	Clientworks, Inc.		7/5/2018
Jennifer	Carter	jcarter@gcioa.com	Global Connections Inc. of America		7/23/2018
Jason	VanArsdall	jvanarsdall@standupwireless.com	StandUp Wireless		8/28/2018
Choua	Her	choua.her@mossadams.com	Moss Adams		10/1/2018
G. Joseph	Buck	complaint.Frontier@gmail.com	Frontier California Inc.	U1002C	10/6/2018
Karen	Higgs	Karen.Higgs@motorolasolutions.com	Vesta Solutions, Inc.	U-7348-C	11/7/2018
Kara	Light	kara.light@sprint.com	Assurance Wireless		11/28/2018
grace	boehm	grace.boehm@virginmobileusa.com	Virgin Mobile/Assurance		11/28/2018
Jerry	Weikle	jweikle@windstream.net			12/12/2018
Susan	Pettegrew	spettegrew@inteserra.com			1/7/2019
Ashley	Salas	asalas@turn.org	The Utility Reform Netwok (TURN)		1/7/2019
Shelly	Lyser	shelly.lyser@cpuc.ca.gov			3/12/2019
Kristin	Jacobson	kristin@kljlegal.com	Law Offices of Kristin L. Jacobson		3/15/2019
TD	PAL	TD_PAL@cpuc.ca.gov	CPUC Communications Division		3/27/2019
Phil	Rotheram	phil.rotheram@atos.net	Atos Public Safety		4/8/2019
Jacob	Hulse	jake.hulse@peakcomm.com	Peak Communications, Inc.	6005	4/15/2019
Lydia	Freemon	lydfreemon@gmail.com			5/25/2019
Karen	Wolf	karen.wolf@motorolasolutions.com	Vesta Solutions, Inc.	U7348C	6/4/2019
Susan	Ornstein	susan.ornstein@comtechtel.com	TeleCommunication Systems, Inc.		6/4/2019
Linda	Stinar	linda.c.stinar@centurylink.com	CenturyLink	U-5335	6/28/2019
Crystal	Prahl	crystal.prahl@charter.com			10/14/2019
Paul	Porter	paul.porter@ooma.com	Ooma, Inc.	1291	10/16/2019
Frank	App	Frank.App@charter.com	Charter Communications		10/24/2019
Randy	Whitehead	randy@infrastructure Realty.com	Infrastructure Realty Trust		10/25/2019
thomas	crowe	tcrowe@logicaltelecom.com	Logical Telecom	U-7263-C	12/2/2019
linda	peng	lindapeng@comnet-telecom.com	ComNet(USA) LLC	U-7330-C	2/13/2020
Teresa	Bitterling	teresa@crockerlawfirm.com	Crocker & Crocker	U-6641-C	3/2/2020
Tommy	Johnson	tommy.johnson@charter.com	(California)	6874	3/31/2020
Rachelle	Chong	rachelle@chonglaw.net	Law Offices of Rachelle Chong		4/10/2020
Wendy	Perez	accounting@evocative.com	Fiber International	U-7227C	4/27/2020
Kristin	Jacobson	kristin.jacobson@us.dlapiper.com	DLA Piper		5/1/2020
Jody	Kannally	jody.kannally@theswitch.tv	The Switch Enterprises, LLC	2460434	5/13/2020
Raisa	Ledesma Rodriguez	raisa.ledesma@cpuc.ca.gov	Public Advocates Office		5/17/2020
Samantha	Ridderbusch	samantha.ridderbusch@centurylink.com	CenturyLink		6/11/2020
Aja	King	AKing@jenner.com			8/5/2020
Katie	Zack	kzack@telecomcounsel.com	Lance JM Steinhart PC		9/4/2020
kieu Chinh	tran	kieu Chinh.tran@cpuc.ca.gov			9/14/2020
Wesley	Liu	liuhq1@chinaunicom.cn	China Unicom Americas Operations Ltd	U-4507-C	9/24/2020
Aggie	Hill	aggie@icommlaw.com	iCommLaw		10/14/2020
Zeb	Zankel	CPUCfilings@jenner.com			10/21/2020
Katie	Zack	kzack@telecomcounsel.com	Lance JM Steinhart PC		10/22/2020
Anita	Taff-Rice	anita@icommlaw.com			11/8/2020
Kate	Beck	kate.beck@cpuc.ca.gov			12/2/2020
Stephen	Milton	cpuc-advice@isofusion.com			12/18/2020
Mark	Schreiber	mschreiber@cwclaw.com	Cooper, White & Cooper LLP		1/4/2021
Steven	McFerson	mcferson.steve@gmail.com			1/5/2021
Lyndall	Nipps	Lyndall.Nipps@dish.com	DISH Wireless	4533	1/6/2021
Jeanette	Green	jgreen@uc-green.com	UC-Green Communications		1/6/2021
Jim	Burt	James.R.Burt@charter.com			1/6/2021
Andrew	Cardin	acardin@digitalpath.net	DigitalPath, Inc	U-1151-C	1/7/2021
Sybil	Strimbu	sybil@google.com	Google LLC		1/11/2021
Darren	Lee	darren@brblawgroup.com	BRB Law LLP		3/8/2021
Matthew	Spiegel	matthewspiegel@mac.com			5/11/2021
Mindy	Duvall-Harris	mindyd@ponderosatel.com			5/20/2021
Holly	Langbein	holly@riffcitystrategies.com	Riff City Strategies		6/21/2021

Declaration of Cynthia A. Huber on Behalf of
Sierra Telephone Company, Inc. (U-1016-C)
Supporting Confidential Treatment of Information Supplied in
Wireline Network Resiliency Plan Submission

August 11, 2021

I, Cynthia A. Huber, hereby declare:

1. I am the President of Sierra Telephone Company, Inc. ("Company"), and I submit this declaration on behalf of the Company. If called as a witness, I could and would competently testify as to the matters stated herein from my own personal knowledge, except as to any matters that I state upon information and belief, and, as to those matters, I am informed and believe them to be true.

2. In accordance with the rules of the California Public Utilities Commission (the "Commission") governing the submission of confidential information, as set forth in Commission General Order ("G.O.") 66-D, I submit this declaration to support the confidential treatment of the information provided in Company's response to D.21-02-029, which mandates the submission of a Wireline Network Resiliency Plan.

3. I am familiar with the information contained in the Company's Wireline Network Resiliency Plan, portions of which the Company has designated as confidential pursuant to Public Utilities Code Section 583 and G.O. 66-D, Section 3.2(b). Specifically, the Company has designated as confidential locational information responding to columns G, K and L of the Wireline Resiliency Template spreadsheet for network facilities other than central offices. The Company has also designated as confidential information relating to whether there is redundancy for identified network facilities in response to columns D and E of the Wireline Resiliency Template spreadsheet. The information marked as confidential is not "visible to the naked eye," nor is the function and interrelatedness of these network components discernible from visual inspection. Public disclosure of this granular network data could allow a bad actor to attack, compromise or physically or electronically incapacitate a facility providing critical communications services, as well as make public the potential vulnerabilities of a facility providing these communications services. This information could be used as a road map by a saboteur to locate and impair the Company's network.

4. These location-specific plant details constitute "Critical Infrastructure Information" within the meaning of the Critical Infrastructure Information Act of 2002 because the granular data relates to the security of the Company's network. See 6 CFR § 29.2 (b) (defining critical infrastructure information as "information not customarily in the public domain and related to the security of critical infrastructure or protected systems"); 6 U.S.C. § 671(6) (defining protected systems to include communications networks); Gov. Code § 6254(k) (incorporating restrictions on disclosure imposed by federal law). The information for which the Company seeks confidential treatment identifies the specific location and potential vulnerability of the Company's network components and relate to the ability of the Company's network to resist "interference, compromise, or incapacitation." See 6 C.F.R. § 29.2(b)(2)-(3).

5. The Company consistently holds this information as confidential and takes reasonable measures to protect this information from public disclosure, including providing access only to those employees who need to know the information as part of their job responsibilities, and applying its confidentiality policies and procedures to this type of information. This information has been marked confidential and is being voluntarily provided in expectation of protection from disclosure.

6. For the foregoing reasons, I believe the referenced information is appropriate for confidential treatment.

Dated this 11th day of August, 2021 at Oakhurst, California.



Cynthia A. Huber

President

Sierra Telephone Company, Inc.

Attachment A

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking Regarding Emergency Disaster Relief Program.

Rulemaking 18-03-011



Decision 21-02-029
(February 11, 2021)

Service Provider Name
Sierra Telephone Company, Inc.

Annual Wireline Resiliency Plan

Date:

August 11, 2021

Name: Cynthia A. Huber
Title: President
Email: ReqMgr@stcg.net
Phone: 559-683-4611
Fax: 559-683-4233
Address: 49150 Road 426, Oakhurst, CA 93644

OFFICER VERIFICATION FORM

I am an officer of the reporting organization herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information or belief, and as to those matters I believe them to be true. The spreadsheet format used to file this Communication Resiliency Plan has not been altered from the version issued or approved by the Communications Division.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 11, 2021 [Date] at Oakhurst, California [City and State].



Cynthia A. Huber, President

Instructions:

1. Check YES for each of the following items in the table below of which your company is submitting to the California Public Utilities Commission.
2. Each of the items in the table below require supporting documentation.
3. Provide the file name in Column E for each file your company is submitting. Use the file naming convention of **CompanyName-ItemNumber_SubmissionDate** (See below an example in the cell E11 for more than one file).
4. Include this Checklist table in the company's submission.

YES	Item Description	Requirement	File Name
<input checked="" type="checkbox"/>	1. Discussion of the ability to maintain a sufficient level of service to maintain access to 9-1-1 and 2-1-1, maintain the ability to receive emergency notifications and maintain access to internet browsing for emergency notices immediately following the event of a disaster or power outage, including identifying how they maintain the resiliency of their networks, as defined in Section 5.2 of this decision.	Provide details as an attached document (s) to support this item, specifically include details on backup power sources that are new, deployed and temporary.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	2. Detailed PSPS and grid outage response plans.	Provide detailed Public Safety Power Shutoff and Grid Outage response plan as an attached document (s).	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	3. Facilities with and without battery backup, fixed generation, and portable generator hookups, their location, and the estimated length of time the facilities will operate during a grid outage with and without refueling at each site.	Provide details as an attached document (s) to support this item.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	4. The number of mobile generators and refueling trucks, specifying which are stationed in California: i) Number of mobile generators stationed in California: _____ ii) Number of refueling trucks stationed in California: _____	Provide details as an attached document (s) to support this item.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	5. Identify the ability to replace damaged facilities, including logical and physical network route diversity and temporary facilities (e.g., temporary microwave backhaul).	Provide details as an attached document (s) to support this item.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	6. Identify titles of management and number of personnel dedicated to refueling and vendors including company and contract agreement.	Provide details as an attached document (s) to support this item along with the contract agreement copies.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	7. Identify the ability to support reporting on system outages as required by Commission rules, Cal OES regulations, and California Government Code.	Provide details as an attached document (s) to support this item.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	8. Detail how backup generators comply with California Air Resource Boards standards.	Provide details as an attached document (s) to support this statement. Include all owned or leased generators brought in from out-of-state.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	9. Provide refueling schedules.	Provide details as an attached document (s) to support this item. Include detailed description of how service will be maintained for	SierraTelephone-01-14_081121.doc ExhibitA-PowerOutageIncidentForm.pdf
<input checked="" type="checkbox"/>	10. Provide cooperative agreements which are used to pool resources with other providers.	Provide details as an attached document (s) to support this item along with the cooperative (coop) / colocation (colo) service agreement copies.	SierraTelephone-01-14_081121.doc ExhibitB-CUEAAgreement.pdf
<input checked="" type="checkbox"/>	11. Identify facilities that do not need backup power, are unable to support backup power due to a safety risk, or that is objectively impossible or infeasible to deploy backup power pursuant to Section 5.7.2., and identify the basis for that determination as well as discuss actions being taken by the wireline provider to mitigate service loss resulting from the lack of backup power at those locations.	Provide details as an attached document (s) to support this item. Include detailed description of how service will be maintained for facilities that do not require backup power and why these facilities are unnecessary to do so.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	12. Identify investment plans to improve network resiliency pursuant to Section 5.7.2. of D 21-02-029 (e.g., deployment of redundant backhaul, deployment of fixed generators, etc.) and how these investments are prioritized for facilities most at risk (e.g., facilities impacted by past PSPS events, past outages, overall customer impact, etc.)	Provide details as an attached document (s) to support this item.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	13. Identify network facilities that support critical facilities pursuant to Section 5.4.4 as well as communities without sufficient wireless coverage pursuant to Section 5.6.2.	Provide details as an attached document(s) to support this item.	SierraTelephone-01-14_081121.doc
<input checked="" type="checkbox"/>	14. Provide additional information relevant to the company's current and planned response to emergencies and power outages in California.	Provide details as an attached document(s) to support this item.	SierraTelephone-01-14_081121.doc

Checklist Items to Resiliency Plan

1. Discussion of the ability to maintain a sufficient level of service to maintain access to 9-1-1 and 2-1-1, maintain the ability to receive emergency notifications and maintain access to internet browsing for emergency notices immediately following the event of a disaster or power outage, including identifying how they maintain the resiliency of their networks, as defined in Section 5.2 of this decision.

Sierra Telephone maintains company-wide business continuity plans, policies, and practices as part of its emergency response plan to ensure the continuation of business processes, minimize impacts to its customers and facilities, and increase its resilience programs in response to disasters, loss of utility supply, and other emergency situations. Sierra Telephone has a dedicated emergency response team, which includes senior leaders and supervisors that are responsible for the business continuity planning and disaster recovery efforts within their lines of business or operational areas. Sierra Telephone's management also regularly trains employees on emergency response procedures and conducts emergency preparedness exercises. In addition to its business continuity planning, Sierra Telephone uses multiple other tools as part of its overall network resiliency and contingency planning, including backup power, diversity/redundancy, managing traffic spikes, monitoring of its facilities, use of portable generators, collaboration with local entities, fiber to the premises, and vegetation clearing.

Backup Power: Sierra Telephone relies on batteries and stationary and portable generators to provide backup power to its facilities. In its Fiber to the Premises (FTTP) applications, Sierra Tel utilizes line power technology. Please refer to the Template for specific information.

Diversity/Redundancy: Sierra Telephone has built diverse facilities between its exchanges and to its connecting companies. These diverse facilities are in the form of Synchronous Optical Network (SONET) rings and Dense Wave Division Multiplexing (DWDM) rings.

Sierra Telephone has alternate physical facilities to AT&T, Verizon Long Distance, Verizon Business, Qwest, Global Crossing, and Sierra Tel Long Distance (STLD). They are Sierra Telephone's interconnection to the Public Switch Telephone Network (PSTN).

Capability to manage traffic spikes resulting from emergency situations: Sierra Telephone has 17,068 customer lines and the host switching fabric for these lines is non-blocking. All of Sierra's host-remote links are engineered to a 5 to 1 concentration ratio. Sierra's transport capacity out to the PSTN can handle 1,198 simultaneous calls.

Monitoring and Maintenance: Sierra Telephone's network consists of an infrastructure of multivendor network elements and software systems which compile and monitor all aspects of network activity including network discovery, topology mapping, event handling, performance data collection and management data browsing. Many of the systems and processes overlap one another in order to provide a fabric of critical metrics used to manage the network and maintain critical services.

Use of Portable Generators: When targeted areas of the network lose electrical service, Sierra Telephone delivers portable generators to any site which does not have a stationary generator in order to ensure continued service for subscribers.

Collaboration with Local Entities: Sierra Telephone has worked closely with the California Office of Emergency Services (Cal OES) to assist in the automation of the reporting process for service disruptions and outages. Sierra Telephone adheres to the format and practices for all such events and attends webinars and in-person meetings to facilitate open communication with state authorities. During events, Sierra Telephone maintains communication and attends event coordination meetings to keep Cal OES and emergency responders informed of the status of Sierra Telephone's network.

Fiber to the Premises ("FTTP" Projects): As Sierra Telephone deploys Fiber to the Premises (FTTP), line-power equipment which utilizes the existing copper plant is being used to power the Optical Network Terminal (ONT) at the customer premises. This ensures that dial-tone for critical 911 service will be maintained by Sierra Telephone's power plant during a power outage. This is the same model being utilized for Plain Old Telephone Service (POTS).

Vegetation Clearing: Please follow the link below for Sierra Telephone's vegetation clearing policy: <https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/>

For additional details regarding back up power sources, please refer to the Wireline Resiliency Plan Template.

For additional information relating to Sierra Telephone's emergency response procedures, please refer to its Emergency Response Plan submitted to the Commission on April 12, 2021.

2. Detailed PSPS and grid outage response plans

While Sierra Telephone's ability to respond and prepare for a PSPS event depends on its receipt of timely, specific, and accurate information from electric utilities, Sierra Telephone's business continuity plans, policies and practices described in Sierra Telephone response to Checklist Item No. 1 provide guidance on responding to loss of commercial power. Primary elements of Sierra Telephone's procedures in response to PSPS and grid outage include:

1. Identifying the scope of the power outage including sites affected
2. Assessing each effected site's backup power status
3. Prioritizing each sites status based upon its relative backup power status
4. Delivering portable generators to applicable sites
5. Creating a refuel schedule based upon location and type of fuel
6. Delivering fuel and negotiating fuel deliveries with vendors for affected sites

3. Facilities with and without battery backup, fixed generation, and portable generator hookups, their location, and the estimated length of time the facilities will operate during a grid outage with and without refueling at each site.

Information responsive to this question is contained in the attached Wireline Resiliency Plan.

4. The number of mobile generators and refueling trucks, specifying which are stationed in California:

- i) Number of mobile generators stationed in California: 50
ii) Number of refueling trucks stationed in California: 3

Sierra Telephone refuels its own generators with the exception of those utilizing propane. Sierra Telephone utilizes Campora and Amerigas to refuel propane tanks when fuel is required. Amerigas and Campora have an estimated three (3) propane trucks for use in our area which are all located in California.

5. Identify the ability to replace damaged facilities, including logical and physical network route diversity and temporary facilities (e.g., temporary microwave backhaul).

Sierra Telephone maintains a full-time construction crew and associated construction equipment. In the event of damage to physical communications facilities, Sierra Telephone can deploy its construction crew as soon as conditions permit. Sierra Telephone maintains spare copper and fiber optic cable in its yard to accommodate emergency repairs.

Sierra Telephone has built diverse facilities between its exchanges and to its connecting companies. These diverse facilities are in the form of Synchronous Optical Network (SONET) rings and Dense Wave Division Multiplexing (DWDM) rings.

Sierra Telephone has alternate physical facilities to AT&T, Verizon Long Distance, Verizon Business, Qwest, Global Crossing, and Sierra Tel Long Distance (STLD). They are Sierra Telephone's interconnection to the Public Switch Telephone Network (PSTN).

6. Identify titles of management and number of personnel dedicated to refueling and vendors including company and contract agreement.

Sierra Telephone's management is not directly involved in refueling generators, however Sierra Telephone's Central Office manager and supervisor handles scheduling in these types of emergencies. In addition, no individual is "dedicated" to refueling. These events are fluid, and there will be different people at different times involved in refueling. There are no fewer than 11 personnel involved in refueling generators.

Sierra Telephone refuels its own generators with the exception of those utilizing propane. Sierra Telephone utilizes Campora and Amerigas to refuel propane tanks when fuel is required. Amerigas and Campora have an estimated three (3) propane trucks for use in our area which are all located in California.

7. Identify the ability to support reporting on system outages as required by Commission rules, Cal OES regulations, and California Government Code.

Sierra Telephone's business continuity plans, policies and practices provide guidance on reporting on outages based on the Cal OES regulations that define a "community isolation outage" as an event that "limits a telecommunications service provider's end users' ability to

make 911 calls or receive emergency notifications.” Sierra Telephone also has dedicated staff and protocols in place to ensure timely reporting on system outages.

Sierra Telephone’s Advice Letter 465 describes the emergency relief customer protections and the planned outreach activities to inform the public of these available protections in the event of disasters as to which the Governor of California or the President of the United States declares a State of Emergency and which disrupt or degrade the communications services provided to Sierra Telephone’s customers.

8. Detail how backup generators comply with California Air Resource Boards (“CARB”) standards.

As shown in the attached Wireline Resiliency Plan Template, Sierra Telephone’s backup generators comply with CARB standards, where applicable. CARB standards apply to diesel generators 50 horsepower and above.

Generator manufacturers provide certifications regarding air quality compliance standards. Sierra Telephone’s backup generators are maintained to operate properly and to comply with CARB standards, where applicable. Sierra Telephone complies with the Air Resource Board by obtaining and following generator permits through the San Joaquin Valley Air Pollution Control District and the Mariposa County Pollution Control District.

9. Provide refueling schedules.

Sierra Telephone notes that the instructions for this checklist item appear intended to apply to Checklist Item No. 11, rather than this checklist item.

Sierra Telephone maintains a diverse network across 775 square miles. PSPS events, wildfires and power outages occur in different areas of the network depending upon the event. As a result, Sierra Telephone creates the refueling schedule depending upon the sites affected and their backup power status at the time of the event. Accompanying this plan is a copy of the power outage incident form used to document and determine refueling schedules during those events.

10. Provide cooperative agreements which are used to pool resources with other providers.

Attached is the Mutual Assistance Agreement with the California Utilities Emergency Association.

11. Identify facilities that do not need backup power, are unable to support backup power due to a safety risk, or that is objectively impossible or infeasible to deploy backup power pursuant to Section 5.7.2., and identify the basis for that determination as well as discuss actions being taken by the wireline provider to mitigate service loss resulting from the lack of backup power at those locations.

These facilities are identified in the attached Wireline Resiliency Plan Template. See columns T, Z, AA, AC.

Sierra Telephone provides backup power for all of its facilities.

12. Identify investment plans to improve network resiliency pursuant to Section 5.7.2. of D.21-02-029 (e.g., deployment of redundant backhaul, deployment of fixed generators, etc.) and how these investments are prioritized for facilities most at risk (e.g., facilities impacted by past PSPS events, past outages, overall customer impact, etc.)

Sierra Telephone is adding permanent generators to its network each calendar year. By 2026, each site in the network will have a stationary generator. Batteries for backup power are replaced every five years, and at that time higher amp-hour rating batteries are being installed. Also, when replacing batteries at our more remote locations, we are adding additional battery strings to extend the potential response time. As we deploy Fiber to the Home (FTTH) we are adding line-power equipment and utilizing the existing copper plant to power the ONT at the customer premise. This is to ensure that dial-tone for critical 911 service is maintained by Sierra Telephone as it is with Plain Old Telephone Service (POTS). Sierra Telephone has also targeted specific areas in the network to improve fiber-route diversity in order to balance traffic levels and avoid potential network congestion.

13. Identify network facilities that support critical facilities pursuant to Section 5.4.4 as well as communities without sufficient wireless coverage pursuant to Section 5.6.2.

Sierra Telephone meets the 72-hour backup requirement for all essential communications equipment in Tier 2 and Tier 3 HFTDs, not just such equipment providing service to critical facilities or communities without sufficient wireless coverage.

14. Provide additional information relevant to the company's current and planned response to emergencies and power outages in California.

For additional information relating to Sierra Telephone's emergency response procedures, please refer to its Emergency Response Plan submitted to the Commission on April 12, 2021.

Exhibit A

Exhibit B



MUTUAL ASSISTANCE AGREEMENT
(MASTER)

AMONG

MEMBERS OF THE
CALIFORNIA UTILITIES EMERGENCY
ASSOCIATION

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0. DEFINITIONS

As used herein, unless otherwise indicated, the following terms are defined as set forth below.

- 0.1 **Activation:** The initiation of the Assistance and administrative process of this Agreement including: request for Assistance, assessing and communicating the scope of assistance request, assessing and communicating the resources available for Assistance, activation procedures, mutual assistance coordination, and other processes and procedures supporting the Mobilization of Assistance resources.
- 0.2 **Assistance:** Includes all arrangements and preparation for and the actual mobilization of personnel, material, equipment, supplies and/or tools or any other form of aid or assistance, including all related costs and expenses as set forth in this Agreement, provided by an Assisting Party to a Requesting Party, from the time of the official authorization by the Requesting Party and including the return and demobilization by an Assisting Party of its personnel and equipment, also as set forth in this Agreement.
- 0.3 **Deactivation:** The termination of the Assistance and administrative process including: notification of Deactivation, Demobilization planning, identification of applicable costs, processes and procedures supporting Demobilization of resources, provide for invoicing, audit, critique information, and closure of the Assistance.
- 0.4 **Demobilization:** The actual returning of all Assistance resources to the Assisting Party's normal base.
- 0.5 **Emergency:** Any unplanned event that, in the reasonable opinion of the Party to this Agreement, could result, or has resulted, in (a) a hazard to the public, to employees of any Party, or to the environment; (b) material loss to property; or (c) a detrimental effect on the reliability of any Party's utility system. The Emergency may be confined to the utility infrastructure or may include community-wide damage and emergency response. An Emergency may be a natural or human caused event.
- 0.6 **Mobilization:** The actual identification, determination, collecting, assigning, preparing and transporting of all Assistance resources.
- 0.7 **Mutual Assistance Liaison:** The person(s) designated by the Requesting Party, and Assisting Party, to coordinate all administrative requirements of the Agreement.

- 0.8 Natural Gas or Gas: The term “natural gas” as used in this Agreement shall include all commercially available forms of natural gas including Synthetic Natural Gas.
- 0.9 Operations Liaison: As described in Section 3.18, the person or persons designated by the Requesting Party to provide direct contact, communications and coordination at the operations level for Assisting Party’s crews and resources at the location of the assistance. This may include but is not limited to: contact and communications for assisting crews, safety information processes and procedures, ensuring coordination of lodging and meals, addressing issues of Equipment requirements, materials requirements, and other logistical issues necessary to ensure safe effective working conditions.
- 0.10 Qualified: The training, education and experience of employees completing an apprenticeship or other industry / trade training requirements consistent with Federal Bureau of Apprenticeships and Training, Department of Transportation Pipeline Safety Regulations, or other recognized training authority or regulation. Training and qualification standards and are the responsibility of the Requesting Party to evaluate, in advance, the acceptable level of qualification for trade employees (i.e. lineman, electrician, fitter, etc.).
- 0.11 Work Stoppages: Any labor disputes, labor union disagreements, strikes, or any circumstance creating a shortage of qualified labor for a company during an emergency or a non-emergency situation.

MUTUAL ASSISTANCE AGREEMENT

1. PARTIES

This Mutual Assistance Agreement (hereinafter referred to as “Agreement”) has been updated as of August 1, 2019. Each Party is, and at all times it remains a Party, shall be a member in good standing of the California Utilities Emergency Association. Each of the parties that has executed this Agreement may hereinafter be referred to individually as “Party” and collectively as “Parties.” The Parties to this Agreement are all CUEA members in good standing.

(This Agreement is made and entered into and between those members of the California Utilities Emergency Association Utilities who are interested in mutual assistance collaboration, collectively referred to as the “Parties.” By signing this Agreement, each Party thereby agrees that any assistance which is received or given upon the request of a Party to this Agreement shall be subject to the terms and conditions of this Agreement.)

2. RECITALS

Whereas, the Parties own, operate, and maintain critical utilities facilities and operate and maintain their respective facilities within accepted industry practices and employ skilled and qualified personnel to operate, repair, and maintain such facilities according to such industry practices;

Whereas, the Parties wish to foster cooperative and mutually beneficial relationships among one another and to promote the effective and efficient delivery of mutual aid and assistance to each other in times of emergency across state boundaries;

Whereas, the Parties wish to further define certain rules of operation and procedures for the provision of mutual aid and assistance within California;

Whereas, a CUEA Member in good standing will become a party to this Agreement.

Now therefore, in consideration of the foregoing and of the mutual covenants and agreements provided herein, the Parties agree to the following.

This Agreement is made with reference to the following facts, among others:

- 2.1 Parties to this Agreement entered into the agreement to provide one another with mutual assistance. The procedures governing the requesting and providing of assistance in the restoration of any CUEA member utility. It is the intention of the Parties that this Agreement, agreed by the CUEA active members shall be effective for requesting or providing Assistance for the restoration of utility service following natural or man- made Emergencies which may occur on or after the date on which each of the Parties involved in

the requesting or providing of Assistance having agreed through membership in CUEA agree to this Agreement.

- 2.2 Being a Party to this Agreement does not by itself assure any Party that Assistance will be provided if, when or as requested. Each Party reserves the sole right to respond or not to respond to requests for Assistance on a case-by-case basis. By signing this Agreement, each Party thereby agrees that any Assistance which is received or given upon the request of a Party to this Agreement shall be subject to each and every one of the terms and conditions of this Agreement.
- 2.3 The Parties own, operate and maintain respective utility facilities and are engaged in the production, acquisition, transmission, and/or distribution of utility services. Each of the Parties operates and maintains their respective facilities within accepted industry practices and employs skilled and qualified personnel to operate, repair and maintain such facilities according to such industry practices.
- 2.4 It is in the mutual interest of the Parties to be prepared to provide for Emergency repair and restoration to such services, systems and facilities on a reciprocal basis. The purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from another Party. This Agreement is also designed to allow a Party to join in the Agreement by becoming a member in good standing of CUEA. Agreement.
- 2.5 Assistance for labor shortages due to Work Stoppages are beyond the scope of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties have mutually agreed by their membership in good standing within CUEA hereof and agree further as follows:

3. SCOPE OF ASSISTANCE

- 3.1 In the event of an Emergency affecting the operating utility and/or related facilities owned or controlled by a Party, such Party ("Requesting Party") may request another Party ("Assisting Party") to provide Assistance. The Assisting Party shall, in its sole discretion, determine if it shall provide such Assistance. If the Assisting Party determines to provide Assistance, such Assistance shall be provided in accordance with the terms and conditions of this Agreement.
- 3.2 Requests for Assistance may be made either verbally or in writing by the Authorized Representative of the Requesting Party and shall be directed to the Authorized Representative of the Assisting Party. Authorized Representatives of the Parties are identified in Attachment "B" hereto and

shall be updated upon any change in such Authorized Representative. Upon acceptance of a request for Assistance either verbally or in writing, the Assisting Party shall respond with reasonable dispatch to the request in accordance with information and instructions supplied by the Requesting Party. All requests for Assistance shall follow the procedures described in Attachment "D". The Requesting Party shall also follow the procedures set forth in Attachment "E" for Deactivation of Assistance.

- 3.3 The Requesting Party shall provide the Assisting Party with a description of the work needed to address the Emergency, with the most urgent needs for Assistance addressed first (see Attachment "F"). If the request is not based on a lack of resources, such information must be stated in the request. The Assisting Party shall use its reasonable efforts to schedule the Assistance in accordance with the Requesting Party's request. However, the Assisting Party reserves the right to recall any and all personnel, material, Equipment, supplies, and/or tools at any time that the Assisting Party determines necessary for its own operations. Any Requesting Party for whom an Operator Qualification (OQ) Program and/or Drug and Alcohol Program under 49 CFR Parts 192 and 199 respectively, is required should pre-screen the other Parties to this Agreement to determine which Parties have compatible regulatory agency accepted programs and may therefore be contacted for assistance. Parties to this agreement agree to make their programs and related records available for review to assist in the pre- screening.
- 3.4 The Requesting Party will provide the name and contact information for the person(s) designated as the Mutual Assistance Liaison(s), the Operations Liaison(s) described in Section 3.18, and person(s) to be designated as supervisory personnel to accompany the crews and Equipment. The Assisting Party will provide the name(s) and contact information for the person(s) designated to be the Mutual Assistance Liaison and the Operations Liaison(s).
- 3.5 All Reasonable Costs and Expenses associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and deemed to have commenced when the Requesting Party officially authorizes the Assisting Party to proceed with Mobilization of the personnel and Equipment necessary to furnish Assistance, and shall be deemed to have terminated after Demobilization when the transportation of Assisting Party personnel and Equipment returns to the work headquarters, individual district office, or home (to which such personnel are assigned for personnel returning at other than regular working hours) is completed.

For the purposes of this Agreement, a Requesting Party shall be deemed to have authorized the Assisting Party to proceed with Mobilization when the Requesting Party signs and submits a formal request to the Assisting Party, in a form substantially similar to that included as Attachment "F". If written information cannot be furnished, a verbal confirmation will be

acceptable, with a written confirmation to follow within 24 hours.

The Parties hereto agree that costs arising out of inquiries as to the availability of personnel, material, Equipment, supplies and/or tools or any other matter made by one party to another prior to the Requesting Party authorizing the Assisting Party to proceed with Mobilization, as set forth in this Section 3.5, will not be charged to the potentially Requesting Party.

- 3.6 For purposes of this Agreement, the term “Reasonable Costs or Expenses” shall be defined to mean those costs, expenses, charges, or outlays paid or incurred by an Assisting Party in any approved phase of rendering Assistance to a Requesting Party pursuant to the provisions of this Agreement. Reasonable Costs or Expenses shall be deemed to include those costs and/or expenses that are appropriate and not excessive; under the circumstances prevailing at the time the cost or expense is paid or incurred. Reasonable Costs or Expenses may include, but are not limited to, direct operating expenses such as wages, materials and supplies, transportation, fuel, utilities, housing or shelter, food, communications, and reasonable incidental expenses, as well as indirect expenses and overhead costs such as payroll additives, taxes, insurance, depreciation, and administrative and general expenses. Notwithstanding the above, any such Reasonable Costs or Expenses shall continue to be subject to the provisions of Section 5 of this Agreement regarding Audit and Arbitration.
- 3.7 The Assisting Party and Requesting Party shall mutually agree upon and make all arrangements for the preparation and actual Mobilization of personnel, material, Equipment, supplies and/or tools to the Requesting Party’s work area and the return (i.e. Demobilization) of such personnel, material, Equipment, supplies and/or tools to the Assisting Party’s work area. The Requesting Party shall be responsible for all Reasonable Costs or Expenses incurred by the Assisting Party for Mobilization and/or Demobilization, notwithstanding any early termination of such assistance by the Requesting Party.
- 3.8 Unless otherwise agreed upon in writing, the Requesting Party shall be responsible for providing food and lodging for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. The food and housing provided shall be subject to the approval of the supervisory personnel of the Assisting Party.
- 3.9 If requested by the Assisting Party, the Requesting Party, at its own cost, shall make or cause to be made all reasonable repairs to the Assisting Party’s Equipment, necessary to maintain such Equipment safe and operational, while the Equipment is in transit or being used in providing Assistance. However, the Requesting Party shall not be liable for cost of repair required by the gross negligence, bad faith or willful acts or misconduct of the Assisting Party.

- 3.10 Unless otherwise agreed the Requesting Party shall provide fuels and other supplies needed for operation of the Assisting Party's vehicles and Equipment being used in providing Assistance.
- 3.11 Unless otherwise agreed to by the Parties, the Requesting Party shall provide field communications Equipment and instructions for the Assisting Party's use. The Assisting Party shall exercise due care in use of the Equipment and return the Equipment to the Requesting Party at the time of departure in like condition; provided, however, if repairs are necessary the Requesting Party will be financially responsible unless such repairs are necessitated by the gross negligence, bad faith or willful acts or misconduct of the Assisting Party.
- 3.12 Employees of the Assisting Party shall at all times continue to be employees of the Assisting Party, and such employees shall at no time and for no purpose be deemed to be employees of the Requesting Party.
- 3.13 Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party, shall continue to be those of the Assisting Party.
- 3.14 If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- 3.15 All time sheets, Equipment and work records pertaining to personnel, material, vehicles, Equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for invoicing and auditing purposes as provided in this Agreement.
- 3.16 No Party shall be deemed the employee, agent, representative, partner or the co-venture of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- 3.17 The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.
- 3.18 The Requesting Party and Assisting Party shall each provide an Operations Liaison to assist with operations, personnel and crew safety. These individuals shall be the link between the Parties and keep the crews apprised of safety, operational, and communication issues.
- 3.19 All work performed by the Parties under this Agreement shall conform to all applicable Laws and Good Utility Practices.
- 3.20 All workers performing work under this Agreement shall follow their own employer's established safety and other operation rules. Each Party will use its best reasonable effort to respect the safety and work practices of the

other Party, and will at all times cooperate in the interest of the safety of both Parties. Where it is not possible for both Parties to safely and independently follow their own safety and work practices, field personnel will discuss and mutually agree upon the safety and work practices for both Parties for the particular work at issue

4. PAYMENT

- 4.1 The Requesting Party shall reimburse the Assisting Party for all Reasonable Costs and Expenses that are appropriate and not excessive, under the circumstances prevailing at the time the cost or expense is paid or incurred by the Assisting Party as a result of furnishing Assistance. Such costs and expenses shall include, but not be limited to, the following:
- (a) Employees' wages and salaries for paid time spent in Requesting Party's service area and paid time during travel to and from such service area, plus the Assisting Party's standard payroll additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, administrative and general expenses, and other benefits imposed by applicable law or regulation.
 - (b) Employee travel and living expenses (meals, lodging, and reasonable incidentals).
 - (c) Cost of Equipment, materials, supplies and tools at daily or hourly rate, including their normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to replace or repair Equipment, materials, supplies, and tools (hereinafter collectively referred to as the "Equipment", which are expended, used, damaged, or stolen while the Equipment is being used in providing Assistance; provided, however, the Requesting Party's financial obligation under this Section 4.1 (c): (i) shall not apply to any damage or loss resulting from the gross negligence, bad faith or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible property insurance which applies to such damage or loss.
 - (d) Cost of vehicles provided by Assisting Party for performing Assistance at daily or hourly rate, including normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to repair or replace vehicles which are damaged or stolen while the vehicles are used in providing Assistance; provided, however, that Requesting Party's financial obligation under this Section 4.1 (d): (i) shall not apply to any

damage or loss resulting from the gross negligence, bad faith or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible first-party physical damage insurance which applies to such loss.

- (e) Administrative and general costs which are properly allocable to the Assistance to the extent such costs are not chargeable pursuant to the foregoing subsections.
 - (f) Overtime costs incurred by the Assisting Party in their service territory as a result of Assistance provided to the Requesting Party.
- 4.2 Unless otherwise mutually agreed to, the Assisting Party shall invoice the Requesting Party at the address designated on Attachment “B” for all Reasonable Costs and Expenses of the Assisting Party in one invoice. If the Assistance extends beyond a thirty (30) day period, invoicing can occur monthly unless otherwise agreed upon in writing. The Assisting Party shall provide the invoice in substantially the form set forth in Attachment “G”.
- 4.3 The Requesting Party shall pay such invoice in full within sixty (60) days of receipt of the invoice, and shall send payment to the Assisting Party at the address listed in Attachment “B” unless otherwise agreed to in writing.
- 4.4 Delinquent payment of invoices shall accrue interest at a rate of twelve percent (12%) per year prorated by days until such invoices are paid in full.

5. AUDIT AND ARBITRATION

- 5.1 A Requesting Party has the right to designate its own qualified employee representative(s) or its contracted representative(s) with a management/accounting firm who shall have the right to audit and to examine any cost, payment, settlement, or supporting documentation relating to any invoice submitted to the Requesting Party pursuant to this Agreement.
- 5.2 A request for audit shall not affect the obligation of the Requesting Party to pay amounts due as required herein. Any such audit(s) shall be undertaken by the Requesting Party or its representative(s) upon notice to the Assisting Party at reasonable times in conformance with generally accepted auditing standards. The Assisting Party agrees to reasonably cooperate with any such audit(s).
- 5.3 This right to audit shall extend for a period of two (2) years following the receipt by Requesting Party invoices for all Reasonable Costs and

Expenses. The Assisting Party agrees to retain all necessary records/documentation for the said two-year period, and the entire length of this audit, in accordance with its normal business procedures.

- 5.4 The Assisting Party shall be notified by the Requesting Party, in writing, of any exception taken as a result of the audit. In the event of a disagreement between the Requesting Party and the Assisting Party over audit exceptions, the Parties agree to use good faith efforts to resolve their differences through negotiation.
- 5.5 If ninety (90) days or more have passed since the notice of audit exception was received by the Assisting Party, and the Parties have failed to resolve their differences, the Parties agree to submit any unresolved dispute to binding arbitration before an impartial member of an unaffiliated management/accounting firm. Arbitration shall be governed by the laws of the State of California. Each Party to an arbitration will bear its own costs, and the expenses of the arbitrator shall be shared equally by the Parties to the dispute.

6. TERM AND TERMINATION

- 6.1 This Agreement shall be effective on the date of membership and execution by at one Executive with authority to commit to this agreement. Any Party may withdraw its participation at any time.
- 6.2 As of the effective date of any withdrawal, the withdrawing Party shall have no further rights or obligations under this Agreement except the right to collect money owed to such Party, the obligation to pay amounts due to other Parties, and the rights and obligations pursuant to Section 5 and Section 7 of this Agreement.

7. LIABILITY

- 7.1 Except as otherwise specifically provided by Section 4.1 and Section 7.2 herein, to the extent permitted by law and without restricting the immunities of any Party, the Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of Assistance by the Assisting Party, unless such death or injury to person, or damage to property, is caused by the gross negligence or willful misconduct of the Assisting Party.

- 7.2 Each Party shall bear the total cost of discharging all liability arising during the performance of Assistance by one Party to the other (including costs and expenses for reasonable attorneys' fees and other costs of defending, settling, or otherwise administering claims) which results from workers' compensation claims or employers' liability claims brought by its own employees. Each Party agrees to waive, on its own behalf, and on behalf of its insurers, any subrogation rights for benefits or compensation paid to such Party's employees for such claims.
- 7.3 In the event any claim or demand is made, or suit or action is filed, against the Assisting Party, alleging liability for which the Requesting Party shall indemnify and hold harmless the Assisting Party, Assisting Party shall notify the Requesting Party thereof, and the Requesting Party, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent. However, Requesting Party shall consult with Assisting Party during the pendency of all such claims or demands, and shall advise Assisting Party of Requesting Party's intent to settle any such claim or demand. The Party requesting indemnification should notify the other Party in writing of that request.
- 7.4 The Equipment which the Assisting Party shall provide to the Requesting Party pursuant to Section 3 above, is accepted by the Requesting Party in an "as is" condition, and the Assisting Party makes no representations or warranties as to the condition, suitability for use, freedom from defect or otherwise of such Equipment. Requesting Party shall utilize the Equipment at its own risk. Requesting Party shall, at its sole cost and expense, defend, indemnify and hold harmless Assisting Party, its directors, officers, agents, employees, successors and assigns, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, arising out of the utilization of the Equipment by or for the Requesting Party, or its employees, agents, or representatives, unless such death, injury, or damage is caused by the gross negligence, bad faith or willful misconduct of the Assisting Party.
- 7.5 No Party shall be liable to another Party for any incidental, indirect, or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying electric or natural gas service, resulting from performance or nonperformance of the obligations under this Agreement.
- 7.6 Nothing in Section 7, Liability, or elsewhere in this Agreement, shall be construed to make the Requesting Party liable to the Assisting Party for any liability for death, injury, or property damage arising out of the ownership, use, or maintenance of any watercraft (over 17 feet in length)

or aircraft which is supplied by or provided by the Assisting Party. It shall be the responsibility of the Assisting Party to carry liability and hull insurance on such aircraft and watercraft as it sees fit. Also, during periods of operation of watercraft (over 17 feet in length) or aircraft in a situation covered by this Agreement, the Party which is the owner/lessee of such aircraft or watercraft shall use its best efforts to have the other Parties to this Agreement named as additional insures on such liability coverage.

8. GOVERNING LAW

This Agreement shall be interpreted, governed and construed by and under the laws of the State of California as if executed and to be performed wholly within the State of California.

9. AUTHORIZED REPRESENTATIVE

The Parties shall, within thirty 30 days following joining of this Agreement, appoint Authorized Representatives and Alternate Authorized Representatives, and exchange all such information as provided in Attachment "B". Such information shall be updated by each Party prior to January 1st of each year that this Agreement remains in effect, or within 30 days of any change in Authorized Representative or Alternate Representative. The Authorized Representatives or the Alternate Authorized Representatives shall have the authority to request and provide Assistance.

10. ASSIGNMENT OF AGREEMENT

No Party may assign this Agreement, or any interest herein, to a third party, without the written consent of the other Parties.

11. WAIVERS OF AGREEMENT

Failure of a Party to enforce any provision of this Agreement, or to require performance by the other Parties of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Agreement or any part thereof, or the right of such Parties to thereafter enforce each and every provision. This Agreement may not be altered or amended, except by a written document signed by all Parties.

12. ENTIRE AGREEMENT

This Agreement and the Exhibits referenced in or attached to this Agreement constitute the entire agreement between the Parties concerning the subject matter of the Agreement.

It supersedes and takes the place of all conversations the Parties may have had, or documents the Parties may have exchanged, with regard to the subject matter, including the Prior Agreement.

13. AMENDMENT

No changes to this Agreement other than the addition of new Parties shall be effective unless such changes are made by an amendment in writing, signed by the CUEA Executive Director. A new Party will be added to this Agreement by joining CUEA and remaining a member in good standing. Each new member will be bound by each and every one of the Agreement's terms and conditions.

14. NOTICES

All communications between the Parties relating to the provisions of this Agreement shall be addressed to the Authorized Representatives of the Parties, or in their absence, to the Alternate Authorized Representative as identified in Attachment "B". Communications shall be in writing, and shall be deemed given if made or sent by e-mail with confirmation of receipt by reply email. All Parties shall keep the California Utilities Emergency Association informed of the information contained in Attachment "B" and reply to all reasonable requests of such association for information regarding the administration of this Agreement.

15. GENERAL AUTHORITY

Each Member hereby represents and warrants to the other Members that as of their date of membership this Agreement will be executed by the Members: (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part and it has duly and validly executed and delivered this Agreement; (ii) the execution, delivery and performance of this Agreement does not violate its charter, by-laws or any law or regulation by which it is bound or governed, and (iii) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization of creditors' rights generally and by general equitable principles.

16. ATTACHMENTS

The following attachments to this Agreement are incorporated herein by this reference:

Attachment A Parties to the Agreement;

Attachment B Names and Address of Authorized Representative(s)/Invoicing;

Attachment C Custodianship of Agreement;

Attachment D Procedures for Requesting and Providing Assistance;

Attachment E Procedures for Deactivation of Assistance;

Attachment F Request for Assistance Forms;

Attachment G Invoice

ATTACHMENT A

August 2020

Parties to the Mutual Assistance Agreement Among Members of the California Utilities Emergency Association

CUEA Staff

Don Boland	Executive Director	don.boland@caloes.ca.gov	916-717-7570
Jenny Regino	Chief of Staff	jenny.regino@caloes.ca.gov	916-709-6708

Utility Name	Utility Type	Contact	Email	Cell Number
Alameda County Water District	Water	Jake Reed	jake.reed@acwd.com	510-504-0230
Alameda Power & Telecom	Power & Telecom	Nicolas Procos	procos@alamedamp.com	510-846-2037
Alpine Natural Gas	Gas	Mike Lamond	mike@alpinenaturalgas.com	209-304-3206
American Water	Water	Brian McCord	brian.mccord@amwater.com	831-291-1962
Anaheim, City of (Power)	Power	Dennis Schmidt	dschmidt@anaheim.net	714-493-7171
Anaheim, City of (Water)	Water	Don Calkins	dcalkins@anaheim.net	714-393-9366
Anza Electric Cooperative	Power	Brain Baharie	brianb@anzaelectric.org	951-240-0555
AT&T	Telecom	John Goddard	jg266q@att.com	415.218.7640
Azusa Light and Water	Water & Power	Manny Robledo	mrobledo@azusaca.gov	626-812-5219
Banning Electric Utility	Power	Brandon Robinson	brobinson@banningca.gov	951-922-2287
Beverlyhills, City of	Water	Pamela Mottice Muller	pmottice@beverlyhills.org	310-557-6802
Burbank Water and Power	Water & Power	Brad Recker	BRecker@burbankca.gov	
CA DWR	Water	Michael Day	michael.day@water.ca.gov	916-541-8933
CA Water Service	Water	Gerald Simon	gsimon@calwater.com	510-384-0301
CAISO	Power	Rod Wheeler	rwheeler@caiso.com	916-802-1379
Calaveras Telephone	Telecom	Rose Cullen	rose.cullen@caltel.com	209-743-4310
Cal-Ore Telephone	Telecom	Georgo Ormsbee	george@calore.net	541-274-9975
Central Marin Sanitation	Water	Chris Finton	cfinton@cmsa.us	415-459-1455
Charter Communications	Cable	Deborah Picciolo	deborah.picciolo@charter.com	702.287.3354
City of Ukiah	Power	Tim Santo	tsanto@cityofukiah.com	707-272-0350

Coachella Valley Water	Water	Dan Charlton	dcharlton@cvwd.org	760-398-2651
Coastside County Water	Water	James Derbin	jderbin@coastsidewater.org	650-276-0129
Colton, City of	Power	Tim Lunt	tlunt@ci.colton.ca.us	909-772-7887
Comcast	Cable	Darrell Johnson	Darrell_johnson@comcast.com	510-377-5509
Compton Municipal Water	Water	Michael Harvey	mharvey@comptoncity.org	310-505-0202
Contra Costa Water District	Water	Pete Schoemann	pschoemann@ccwater.com	925-383-2640
Cox Communications	Cable	Megan Collins	megan.collins@cox.com	858-248-6237
Desert Water Agency	Water	Eddie Gonzalez	egonzalez@dwa.org	760-323-4971
Ducor Telephone	Telecom	Kevin Conklin	kconklin@varcomm.biz	559-333-4214
East Bay MUD	Water	Steve Frew	steven.frew@ebmud.com	510-867-5292
East Valley Water District	Water	Justine Hendricksen	jhendricksen@eastvalley.org	909-806-0390
Encinitas, City of	Water & Power	Shawn Atherton	sather@cityofencinitas.org	760-685-5540
Foothill Municipal Water District	Water	Nina Jazmadarian	nina.jaz@fmwd.com	213-709-9142
Foresthill Telephone	Telecom	Rhonda Armstrong	rarmstrong@sebastiancorp.com	559-307-8872
Frontier Communications	Telecom	Charlie Born	Charlie.Born@ftr.com	916-261-4036
Glendale, City of	Water & Power	Chad Edington	CEdington@GlendaleCA.GOV	818-482-7192
Golden State Water	Water	Brandyn Hancocks	bhancocks@gswater.com	916-719-9209
Goleta Water District	Water	Becky Cantrell	bcantrell@goletawater.com	805-964-6761
Healdsburg Electric	Power	Todd Woolman	twoolman@ci.healdsburg.ca.us	707-480-6485
Imperial Irrigation	Water & Power	Gary Hatfield	gdhatfield@iid.com	760-427-0744
Kerman Telephone	Telecom	Rhonda Armstrong	rarmstrong@sebastiancorp.com	559-307-8872
Kinder Morgan	Pipeline	Johnny Thomasson	Johnny_Thomasson@kindermorgan.com	310-930-3243
Kinneloa Irrigation District	Water	Melvin Matthews	mel@kinneloirrigationdistrict.info	626-622-9137
La Canada Irrigation District	Water	Douglas Caister	laCanadaid@earthlink.net	818-790-6749
LADWP	Water & Power	Lisa Hayes	lisa.hayes@ladwp.com	213-256-2497
Lassen Municipal Utility District	Power	Pat Holley	pholley@lmud.org	530-249-6249
Lathrop irrigation District	Water & Power	Glenn Reddick	gmr5252@aol.com	916-712-2054

Liberty Energy	Power	Randy Kelly	randy.kelly@libertyutilities.com	775-636-3034
Lodi, City of	Water & Power	Tim Combs	tcombs@lodi.gov	209-304-9389
Lompoc, City of	Water	George Morrow	g_morrow@ci.lompoc.ca.us	805-315-7854
Long Beach Gas & Oil	Power	Bob Dowell	Bob.Dowell@longbeach.gov	562-570-2000
Long Beach Water Department	Water	David Lopez	David.lopez@lbwater.org	951-392-6184
Metropolitan Water District	Water	Brent Yamasaki	byamasaki@MWDh2o.com	714-742-1222
Mid Peninsula Water District	Water	Tammy Rudock	tammyr@midpeninsulawater.org	650-346-4749
Modesto Irrigation District	Water & Power	Ed Franciosa	edf@mid.org	209-404-6847
Montebello Land & Water Co	Water	Kenneth Bradbury	ken@mtblw.com	323-722-8654
Moreno Valley, City of	Power	Jeannette Olko	jeannetteo@moval.org	909-709-8676
Mountain View, City of	Water	Rene Munoz	rene.munoz@mountainview.gov	650-280-3824
Muscoy Mutual Water	Water	Rudy Garcia	rgarcia.mmwc@verizon.net	909-376-6825
Northern CA Power Agency	Power	Mary Hostler	marty.hostler@ncpa.com	916-953-8574
Novato Sanitary District	Wastewater	Dale Thrasher	dalet@novatosan.com	415-858-8143
Orchard Dale Water District	Water	Edward Castaneda	ecastaneda@odwd.org	562-941-0114
Pacific Gas & Electric	Power & Gas	Chris Snyder	crsv@pge.com	415-940-6860
Pacific Power	Power	Jeff Bolton	Jeffrey.bolton@pacificorp.com	(503) 260-7782
Palmdale Water District	Water		-	661-644-6341
Palo Alto Utilities, City of	Water & Power	Dean Batchelor	dean.batchelor@cityofpaloalto.org	650-444-6204
Pasadena, City of	Water & Power	Varoojan Avedian	vavedian@cityofpasadena.net	818-357-7184
Pittsburgh Power DBA Island Energy	Power & Gas	Steve Moore	smoore@ci.pittsburg.ca.us	925-584-4184
Plumas Sierra Rural Electric Co-op	Power	Jason Harston	jharston@psrec.coop	530-249-4605
Pondersosa Telephone	Telecom	Matthew Boos	mjboos@ponderosatel.com	559-307-5544
Rancho Cucamonga, City of	Power	Fred Lyn	fred.lyn@cityofrc.us	909-243-2747
Redding-Electric, City of	Power	Dan Beans	dbeans@reupower.com	530-339-7350
Riverside, City of	Power	George Hanson	grhanson@riversideca.gov	951-545-0048
Roseville Electricity Dept, City of	Power	Kevin Kiger	kkiger@roseville.ca.us	916- 223-5515

Sacramento Municipal Utility District	Power & Gas	Kyle Broyhill	christopher.broyhill@smud.org	828-612-1423
Sacramento Suburban Water District	Water	Matt Underwood	munderwood@sswd.org	916.869.7362
San Francisco Public Utilities Commission	Water & Power	Josh Gale	JGale@sfgwater.org	415-205-7873
San Jose Water Company	Water	Jim Wollbrinck	jim.wollbrinck@sjwater.com	408-206-9564
San Juan Water District	Water	Shauna Lorance	slorance@sjwd.org	916-813-3101
Santa Clara Valley Water District	Water	Alexander Gordon	agordon@valleywater.org	408-234-6518
Santa Clara, City of (electric)	Power	Kevin Kolnowski	kkolnowski@svpower.com	408-615-5601
Santa Clarita	Water	Susan Rave	srave@scvwa.org	661-297-1600
Searles Domestic Water Co	Water	Audrey Schuyler	schuylea@svminerals.com	760-384-8554
Sempra Energy Utilities (SD Gas & Elect)	Power & Gas	Augie Ghio	AGhio@sdge.com	619-961-5681
Sempra Energy Utilities (Southern CA Gas)	Gas	Larry Andrews	landrews@semprautilities.com	805-443-5622
Shasta Lake, City of	Water & Power	Tom Miller	tmiller@cityofshastalake.org	530-917-9711
Sierra Telephone	Telecom	JC McNally	jcm@stcg.net	559-642-7527
Siskiyou, Melinda	Telecom	James Lower	jtlowers@sisgtel.net	530-598-8855
Sonoma County Water Agency	Water	Mike Thompson	michael@scwa.ca.gov	707-975-2388
South San Joaquin Irrigation District	Water	Don Battles	dbattles@ssjid.com	209-652-2711
Southern CA Edison	Power	Tom Jacobus	thomas.jacobus@sce.com	626-673-1163
Southwest Gas Corporation	Gas	Sam Grandlienard	sam.grandlienard@swgas.com	760-953-9181
Sprint	Telecom	Casey Muilenburg	casey.muilenburg@sprint.com	206-290-4793
TDS Telecom	Telecom	Michael Brinkley	michael.brinkley@tdstelecom.com	208-298-9090
T-Mobile	Telecom	Susan Lipper	susan.lipper@t-mobile.com	916-996-5354
Truckee Donner PUD	Power	Brian Wright	brianwright@tdpud.org	530-582-3957
Turlock Irrigation District	Water & Power	Manjot Gill	msgill@tid.org	209-613-4044
Vacaville, City of	Water	Justen Cole	justen.cole@cityofvacaville.com	707-249-2958
Verizon Wireless	Telecom	Jim Cigler	james.cigler@verizonwireless.com	619-980-0010
Vernon Public Utilities	Power	Todd Dusenberry	tdusenberry@ci.vernon.ca.us	661-478-8611
Volcano Telephone	Telecom	John Lundgren	johnl@volcanotel.com	209-296-1440

Walnut Valley Water Disrict	Water		-	
West County Wastewater District	Water	Tanya Williams	twilliams@wcwd.org	510-222-6700
Western Area Power Administration	Power	Brian Adams	badams@WAPA.GOV	530-247-6710
Zone 7 Water Agency	Water	Colter Andersen	CAndersen@zone7water.com	925-240-6177

ATTACHMENT B

Names and Address of Authorized Representative(s)/Billing

Date	_____
Name of Utility	_____
Mailing Address	_____
Individuals to Call for Emergency Assistance:	
<u>AUTHORIZED REPRESENTATIVE:</u>	
Name	_____
Title	_____ Address _____
E-Mail	_____
Day Phone	_____ Cell Phone _____
<u>ALTERNATE AUTHORIZED REPRESENTATIVE(S):</u>	
Name	_____
Title	_____ E-Mail _____
Day Phone	_____ Cell Phone _____
Name	_____
Title	_____ E-Mail _____
Day Phone	_____ Cell Phone _____

<u>DISPATCH CENTER WITH 24-HOUR TELEPHONE ANSWERING:</u>	
Name	_____
Title	_____
Address	_____
Phone	_____
<u>BILLING/PAYMENT ADDRESS:</u>	
Department of Utility	_____
Billing/Payment Address	_____
Telephone No.	_____
Email	_____

Information provided to
2019 CUEA Custodian:

ATTACHMENT C

Custodianship of Agreement

Responsibilities of the California Utilities Emergency Association's Mutual Assistance Agreement Custodian are:

- A. Request all Parties provide an annual update of the Authorized Representative and Alternate Authorized Representative, as identified in Attachment "B", no later than December 15 of each year.
- B. Distribute annual update of Attachment "B" no later than January 15 of each year.
- C. Coordinate and facilitate meetings of the parties to the Agreement, as necessary, to include an after action review of recent mutual assistance activations and document changes requested by any party to the Agreement. An annual meeting will also be held to review general mutual assistance issues.
- D. Assist and guide utilities interested in becoming a party to the Agreement by providing a copy of the existing Agreement for their review and signature.
- E. Facilitate any necessary reviews of the Agreement.

ATTACHMENT D

Procedures for Requesting and Providing Assistance

- A. The Requesting Party shall include the following information, as available in its request for Assistance:
 - A.1 A brief description of the Emergency creating the need for the Assistance;
 - A.2 A general description of the damage sustained by the Requesting Party, including the part of the electrical or natural gas system, e.g., generation, transmission, substation, or distribution, affected by the Emergency;
 - A.3 The number and type of personnel, Equipment, materials and supplies needed;
 - A.4 A reasonable estimate of the length of time that the Assistance will be needed;
 - A.5 The name of individuals employed by the Requesting Party who will coordinate the Assistance;
 - A.6 A specific time and place for the designated representative of the Requesting Party to meet the personnel and Equipment being provided by the Assisting Party;
 - A.7 Type of fuel available (gasoline, propane or diesel) to operate Equipment;
 - A.8 Availability of food and lodging for personnel provided by the Assisting Party; and
 - A.9 Current weather conditions and weather forecast for the following twenty-four hours or longer.

- B. The Assisting Party, in response to a request for Assistance, shall provide the following information, as available, to the Requesting Party:
 - B.1 The name(s) of designated representative(s) to be available to coordinate Assistance;
 - B.2 The number and type of crews and Equipment available to be furnished;
 - B.3 Materials available to be furnished;
 - B.4 An estimate of the length of time that personnel and Equipment will be available;
 - B.5 The name of the person(s) to be designated as supervisory personnel to accompany the crews and Equipment; and
 - B.6 When and where Assistance will be provided, giving consideration to the request set forth in section A.6. above.

ATTACHMENT E

Procedures for Deactivation of Assistance

- A. The Requesting Party shall, as appropriate, include the following in their Deactivation:
 - A.1 Number of crews returning and, if not all crews are returning, expected return date of remaining crews.
 - A.2 Notification to the Assisting Party of the time crews will be departing.
 - A.3 Information on whether crews have been rested prior to their release or status of crew rest periods.
 - A.4 Current weather and travel conditions along with suggested routing for the Assisting Party's return.

- B. The Assisting Party shall, as appropriate, include the following in their Deactivation:
 - B.1 Return of any Equipment, material, or supplies, provided by the Requesting Party.
 - B.2 Provide any information that may be of value to the Requesting Party in their critique of response efforts.
 - B.3 Estimation as to when invoice will be available.
 - B.4 Invoice to include detail under headings such as labor charges (including hours) by normal time and overtime, payroll taxes, overheads, material, vehicle costs, fuel costs, Equipment rental, telephone charges, administrative costs, employee expenses, and any other significant costs incurred.
 - B.5 Retention of documentation as specified in Section 5.3 of the Mutual Assistance Agreement.
 - B.6 Confirmation that all information pertaining to the building, modification, or other corrective actions taken by the Assisting Party have been appropriately communicated to the Requesting Party.

ATTACHMENT F



California Utilities Emergency Association Mutual Assistance Inquiry Only

Utility Name:

Contact Name:

Contact Number:

Contact E-mail:

Type of Emergency:

Type of Assistance Requested:

Desired Date & Time Needed:

Additional Details or Comments:

If you are able to provide assistance, please contact:

And cc: jenny.regino@caloes.ca.gov and don.boland@caloes.ca.gov

ATTACHMENT F



California Utilities Emergency Association Mutual Assistance Formal Request

Utility Name:

Contact Name:

Contact Number:

Contact E-mail:

Type of Emergency:

Type of Assistance Requested:

Desired Date & Time Needed:

Additional Details or Comments:

If you are able to provide assistance, please contact:

And cc: jenny.regino@caloes.ca.gov and don.boland@caloes.ca.gov

ATTACHMENT F

Letter Requesting Assistance

Date

Assisting Party Name

Assisting Party Address

In recognition of the personnel, material, Equipment, supplies and/or tools being sent to us by [name of Assisting Party] in response to a request for mutual assistance made by [Requesting Party] on [date of request], we agree to be bound by the principles noted in the California Utilities Emergency Association Master Mutual Assistance Agreement.

(Brief Statement of Assistance Required)

[Requesting Party Name]

[Authorized Representative of Requesting Party].

[Signature of Authorized Representative of Requesting Party]

ATTACHMENT G

SUPPLEMENTAL INVOICE INFORMATION

Sections 4 and 5 of this Mutual Assistance Agreement provide for the accumulation of costs incurred by the Assisting Party to be billed to the Requesting Party for Assistance provided. Each utility company has their own accounts receivable or other business enterprise system that generates their billing invoices. Generally these invoices do not provide for a breakdown of costs that delineate labor hours, transportation costs, or other expenses incurred in travel to and from the Assistance, or the subsequent repair of equipment that may be necessary.

This attachment provides guidelines, format and explanations of the types of cost breakdown, and supportive information and documentation that are important to accompany the invoice for providing of mutual assistance. It is intended to provide sufficient information to the Requesting Party at the time of invoice to minimize an exchange of detail information requests that may delay the payment of the invoice.

This information in no way eliminates the requesting Party's ability to audit the information or request additional cost detail or documentation.

Supplemental Invoice Information is a recommendation and not a requirement.

The form is available electronically from the Agreement Custodian.



CUEA MUTUAL ASSISTANCE AGREEMENT SUPPLEMENTAL INVOICE INFORMATION

This supplemental invoice information detail is submitted pursuant to Sections 4.0 and 5.0 of the CUEA, Mutual Assistance Agreement for Electric and Natural Gas, for assistance provided. (RP = Requesting Party, AP = Assisting Party)

AP Invoice Date: _____ RP Purchase Order # **1** _____

AP Invoice #: _____ RP Reference or W/O# **2** _____

Bill To: **3** _____ Remit To: **4** _____
(Requesting Party) (Assisting Party)

Address: _____ Address: _____

Phone: _____ Phone: _____

Attention: **5** _____ Attention: **6** _____

Name or Description of Event: _____

Location of Assistance or Event: _____

Assistance / Billing Period: From: **7** _____ To: **8** _____

Date Assistance Accepted: _____ Date Demobilization Complete: _____

LABOR 1: Employee Wages and Salary while at RP Service Area **9**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums: _____				LABOR 1 Subtotal: _____

LABOR 2: Employee Wages and Salary while traveling to and from RP Service Area **10**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums: _____				LABOR 2 Subtotal: _____

LABOR 3: Employee Wages and Salary of service and support personnel not traveling to RP Service Area **11**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums: _____				LABOR 3 Subtotal: _____

LABOR 4: Overtime Wages and Salary Incurred in AP Service Area as a Result of Assistance **12**

Labor:	Hours	Wages	Additives	
Overtime and Premiums: _____				LABOR 4 Subtotal: _____

LABOR TOTAL **TOTAL Wages, Salaries and Payroll Additives:** _____

MATERIALS: Cost of materials, supplies, tools, and repair or replacement of non-fleet equipment used in assistance **13**

MATERIALS TOTAL **TOTAL Materials, Equipment, etc. and Additives:** _____

TRANSPORTATION: Cost of vehicles and equipment including parts and repairs and Additives (No Wages)

Fleet Costs: (Hourly or Use Charge for vehicles and equipment and Additives) **14** _____

Repair Costs: (Cost of repair or replacement of vehicles and equipment, excluding labor) **15** _____

TRANSPORTATION TOTAL **TOTAL Vehicles, Equipment, etc. and Additives:** _____

EXPENSE: Cost of transporting employees and equipment, to and from RP's Service area, and living expenses not provided by RP.

Transportation Expense: Cost to transport vehicles and equipment (fleet) to and from RP Service Area **16** _____

Travel Expense: Cost to transport personnel, airfare etc., (non-fleet equip/tools) to and from RP Service Area **17** _____

Living Expense: Cost of meals, lodging and incidentals not provided by RP or incurred during travel **18**

Meals: _____ Lodging: _____ Incidentals: _____

EXPENSE TOTAL **TOTAL Transportation, Travel and Living and Additives:** _____

ADMINISTRATIVE & GENERAL COSTS: Cost properly allocable to the Assistance and not charged in above sections **19** _____

ADMINISTRATIVE & GENERAL TOTAL

TOTAL Administrative & General:

All costs and expenses of Assisting Company are summarized in this Invoice.

Pay This Amount:

(A Form W-9, Request for Taxpayer Identification Number and Certification, has been included with this invoice.) **20**

Instructions and Explanations

This information provides a breakdown of costs incurred in the providing of assistance, and is intended to provide sufficient details to allow Requesting Party to expedite payment by minimizing requests for detailed information. This detailed breakdown, and supportive documentation, should supplement the remittance invoice normally generated by the utility's business enterprise or accounts receivable systems.

Reference Section Explanations: (Numbers correspond to sections on preceding supplemental invoice page(s).)
(Information in parentheses and italics are references to the related section of the CUEA MAA)

- 1** If Requesting Company has designated a Purchase Order to be used for this remittance, provide the PO number in this space.
- 2** If Requesting Company has designated a Work Order or Tracking number to be used for this remittance, provide the number here.
- 3** This "Bill To" address is designated by the Requesting Party and may be the same as the Billing / Payment Address as it appears on the Assisting Company's "Attachment B" of the Agreement. *(Sec. 4.2)*
- 4** This "Remittance Address" is the address specified on the Assisting Company's Primary Invoice.
- 5** The person identified in Billing / Payment section of Requesting Party's "Attachment B", or Authorized Representative, or the Requesting Party's designated Mutual Assistance Coordinator.
- 6** The person identified in Billing / Payment section of Requesting Party's "Attachment B", or Authorized Representative, or the Assisting Party's designated Mutual Assistance Coordinator.
- 7** The date the assistance was agreed to commence. *(Sec. 3.2)*
- 8** The date the assistance demobilization is complete. *(Sec. 3.7) (Note: subsequent repair or replacement costs incurred by the AP may be realized and billed past this date, as noticed by the AP to the RP in writing.)*
- 9** Labor 1: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time worked in the Requesting Party's service area, and does NOT include time or pay for travel to, or from, the Requesting Party's service area. Labor 1 total includes all employees, management and supervision, that physically traveled to the Requesting Party's service area. (The numbers are reported as totals for Hours, Wages, and Additives (premiums and additives reported in same total). Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) *(Sec. 4.1(a))*
- 10** Labor 2: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time or pay for travel to, or from, the Requesting Party's service area, and does NOT include time worked in RP's service area. Labor 2 total includes all employees, management and supervision, that physically traveled to the Requesting Party's service area. (The numbers are reported as totals for Hours, Wages, and Additives (premiums and additives reported in same total). Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) *(Sec. 4.1(b))*
- 11** Labor 3: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time or pay for employees, management, or supervision that is directly attributed to the assistance, but did NOT

travel to the Requesting Party's service area. Labor 3 total may include support services in the Assisting party's own service area such as warehouse, fleet, Assistance Liaisons, administrative and coordination personnel. (The numbers are reported as totals for Hours, Wages, and Additives (premiums and additives reported in same total). (Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) (Sec. 4.1)

- 12** Labor 4: This total includes only overtime pay and additives that are incurred by the Assisting Party for emergency response in the Assisting Party's service area, that is directly attributable to the providing of assistance. This total requires detailed support information and explanation provided to the Requesting Party prior to the inclusion of costs for assistance. (Sec. 4.1 (f))
- 13** Materials: This total includes all non-fleet equipment, tools and supplies, provided by Assisting Party's warehouse or other supplier that was used, consumed, or has normally applied overhead costs or depreciation, as outlined in the agreement. (Sec. 4.1 (c))
- 14** Transportation: This total includes the hourly or use charge of vehicles and equipment, and normally applies overheads and additives, for all vehicles and equipment used in the providing of assistance. These are direct "Fleet" costs excluding labor, which is included in Labor totals. (Sec. 4.1 (d))
- 15** Transportation: This total includes cost of repair or replacement of vehicles or equipment used in the providing of assistance, by AP, dealer service, or contracted repairs, including all normally applies overheads and additives. These are direct "Fleet" costs excluding labor, which is included in Labor totals. (Sec. 4.1 (d))
- 16** Transportation Expense: This total includes only the incurred costs of transporting, by contractor or entity other than the AP or RP, the fleet vehicles and equipment to RP's service area, and return to AP's home base. (Supportive information such as contract carrier's invoice or trip tickets is recommended.)
- 17** Travel Expense: These include all costs incurred by AP for the transportation of personnel to and from the RP's service area. These include airfare, cab fare, rental vehicles, or any other transportation not provided by the RP. It also included the transportation or shipping costs of non- fleet tools or equipment to and from the RP's service area. (Sec. 4.1)
- 18** Living Expense: This includes all meals, lodging, and incidentals incurred during travel to and from RP's service area. It includes any of these costs incurred while working in the RP's service area that were not provided by the RP. (Sec. 4.1(b))
- 19** Administrative and General Costs: This includes all costs that are allocable to the Assistance, to the extent that they are not included in all the foregoing costs identified in this invoice. (Sec. 4.1(e))
- 20** Form W-9, Tax Identification and Certification: This standard tax form should be completed and accompany this form, unless such information has been previously transmitted to the Requesting Company.

Exhibit MM-9



Emergency Operations Plan

Updated April 12, 2021

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1 INTRODUCTION

This document contains the Emergency Operations Plan (“The Plan”) for Sierra Tel. It is intended to serve as the centralized repository for the information, tasks, and procedures that would be necessary to facilitate Sierra Tel management’s decision-making process and its timely response to any disruptive or extended interruption of normal business operations and services. This document is not intended to define daily problem resolution procedures or plans. Although The Plan provides guidance and documentation upon which to base emergency response, resumption, and recovery efforts, it is not intended as a substitute for informed decision-making.

The information tasks and procedures detailed in this plan represent Sierra Tel management’s demonstrated commitment to quick response, resumption, recovery, and restoration planning. It is essential that the information and action plans in this document remain viable and continuously maintained and updated. It is incumbent upon every individual who is in receipt of The Plan or who has a role and/or responsibility for any information or materials contained in the document (department, affiliate plans etc.), to ensure that adequate and sufficient attention and resources are committed to the maintenance and security of the document and its contents. The Plan focuses on the safety of employees and the sustainment and resumption of time-sensitive operations and services in the event of an emergency (fire, power or communications blackout, tornado, hurricane, flood, earthquake, civil disturbance, pandemic, etc.) The Plan is not a one-time commitment and is not a project with an established start and end date. Instead, it is an on-going, funded business activity budgeted to provide resources required to:

- Perform activities required to execute this and other Emergency Operations plans
- Exercise strategies, procedures, team and resource requirements
- Train and retrain employees on this and other contingency plans
- Perform plan maintenance activities
- Research processes and technologies to improve sustainment, resumption and recovery

2 PURPOSE

The purpose of this plan is to enable the sustained execution of mission critical processes and information technology systems for Sierra Tel in the event of an extraordinary event that causes these systems to fail day-to-day operational requirements.

3 SCOPE

The Plan is intended to focus on the following specific corporate and affiliate locations and networks:

3.1 LOCATIONS

- Sierra Tel Headquarters Building, 49150 Road 426, Oakhurst
- Sierra Tel Parkway Building, 40033 Sierra Way, Oakhurst
- Sierra Tel Construction Yard, 39871 Road 425B, Oakhurst
- Sierra Tel Automotive Shop & Building Maintenance, 39858 Road 425B, Oakhurst
- Sierra Tel Bootjack Central Office, 3900 Bootjack Lane, Mariposa
- Sierra Tel Mariposa Office, 5151 Bullion Street, Mariposa

3.2 NETWORKS

- Sierra Tel Corporate Network
- Sierra Tel Remote Huts
- Sierra Tel Corporate Network Wide Area Network Connections
- Sierra Tel Corporate Network Connection to Sierra Telephone Central Office Network
- Sierra Tel Corporate Network Connections to the Internet
- Sierra Tel Corporate Network Emergency Operations Site Connections
- Sierra Tel Alarm Signal Processing and Monitoring, Communication Connections and Servers

4 PLAN INFORMATION

The Plan contains information in two parts related to the frequency of required updates. The first part contains the plan's **static information** (i.e. the information that will remain mostly constant and will not be subject to frequent revisions). The second part contains the plan's **dynamic information** (i.e. the information that must be maintained regularly to ensure that the plan remains viable). The dynamic information is viewed as the action plan and should be considered a living document and will always require continuing review and modification in order to keep up with the changing Sierra Tel environment.

For ease of use and reference, the static and dynamic information is maintained separately with the dynamic information being the appendixes and the remainder of the document being the static information. While it is necessary to be familiar with the static information during resumption, it should not be necessary to read that information at the time of the event. The action plan of dynamic information provides all of the necessary lists, tasks, and reports used for response, resumption, or recovery.

5 EMERGENCY OPERATIONS PLAN OVERVIEW

5.1 APPLICABLE PROVISIONS AND DIRECTIVES

The development of The Plan is required by executive decisions and to meet regulatory mandates. Sierra Tel uses International Organization for Standardization (ISO) Standard 27000 to define control objectives with best practices while creating, reviewing, executing and maintaining this plan.

The Plan is being developed in accordance with the following executive decisions, regulatory mandates, provisions, and directives:

- Office of Management and Budget Circular A-130, Revised (Transmittal Memorandum No. 4), Appendix III, Security of Federal Automated Information Resources, November 2000
- Computer Security Act of 1987, Public Law 100-235, January 1988
- Presidential Decision Directive 63, Critical Infrastructure Protection, May 1998
- Presidential Decision Directive 67, Enduring Constitutional Government and Continuity of Government Operations, October 1998
- Executive Order 12656, Assignment of Emergency Preparedness Responsibilities, November 1988

- Federal Information Processing Standards (FIPS) Publication 87, Guidelines for ADP Contingency Planning, March 1981
- DOJ Order 2640.2D, Information Technology Security, July 12, 2001
- Order Instituting Rulemaking Regarding Emergency Disaster Relief Program. Rulemaking 18-03-011

5.2 OBJECTIVES

Sierra Tel is dependent on a variety of systems classified as General Support Systems (GSSs), which provide mission critical functions of connectivity, Internet access, and e-mail, or Major Applications (MAs) which are specific software programs which enable Sierra Tel to operate and serve its customers. It is important that Sierra Tel develop sustainment, contingency and Emergency Operations plans to ensure the uninterrupted existence of its business functions and continued service to the public.

The primary objective of this plan is to establish policies and procedures to be used by information systems in the event of a disaster to protect and ensure functioning of assets. This includes establishing an operational capability to process pre-designated critical applications, recovering data from off-site backup data sets, and restoring the affected systems to normal operational status. The plan seeks to accomplish the following additional objectives:

- Minimize the number of decisions which must be made during a disaster
- Identify the resources needed to execute the actions defined by this plan
- Identify actions to be undertaken by pre-designated teams
- Identify critical data that will be recovered during the recovery of operations phase with recovery point and recovery time objectives defined
- Define the process for testing and maintaining this plan and training for teams

6 CRITICAL SUCCESS FACTORS AND ISSUES

This section addresses the factors and issues that specifically apply to The Plan that have been identified to be critical to the successful implementation of the Emergency Operations Plan. These factors are as follows:

- Absolute commitment and support by executive management and leadership throughout the company to Emergency Operations Planning and the Emergency Operations Plan
- Budgetary commitment to Emergency Operations
- Development and execution of the necessary Memorandums of Agreement (MOAs), Memorandums of Understanding (MOUs), and Service Level Agreements (SLAs) for each affiliate and department.

7 EMERGENCY OPERATIONS PLAN MANAGEMENT

7.1 EXECUTIVE MANAGEMENT

It is important for executive management to give full financial and resource support to The Plan. It is also critical that executive management maintain up-to-date insurance policies that cover all possible disaster scenarios.

7.2 EMERGENCY OPERATIONS PLAN TRAINING, TESTING AND UPDATING

The development of, sustainment and recovery strategies requires technical input, creativity, and pragmatism. The best way to create workable strategies and cohesive teams that leverage out-of-the-box thinking is to involve management in an ongoing informative dialogue.

Incident Commander (IC) and Backup Incident Commanders (BICs) are to coordinate training and awareness, exercises, and testing. They should work closely with system technical managers to ensure the viability of The Plan. IC and BIC are responsible for informing senior leadership of the current status of the emergency and any updates on the situation.

The Plan should be reviewed routinely and exercised/tested at least annually. The scope, objective, and measurement criteria of each exercise will be determined and coordinated by the IC and BICs. The purpose of exercising and testing the plan is to continually refine sustainment, resumption and recovery procedures to reduce the potential for failure.

All plan updates should be sent to the Emergency Operations Plan Document Managers.

8 EMERGENCY OPERATIONS TEAM

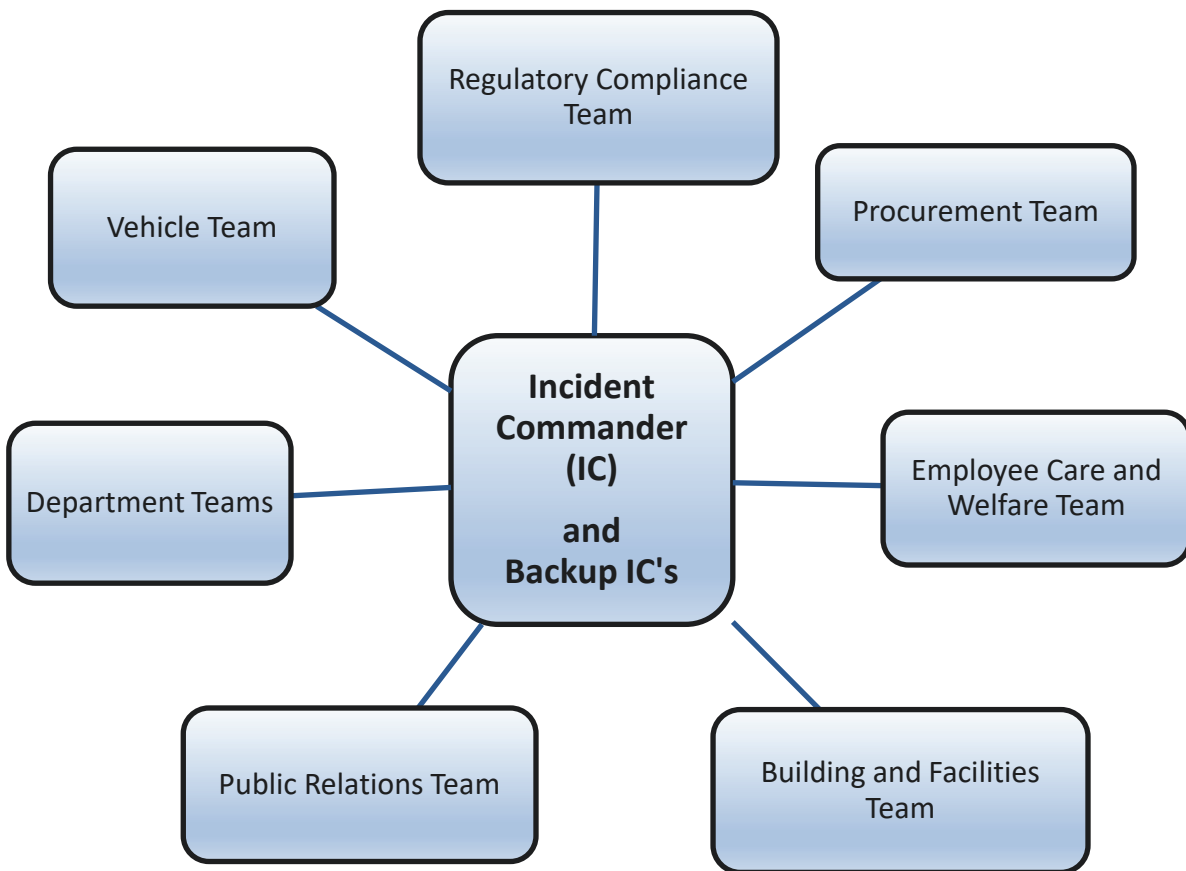
In the event of a disaster or other circumstances which bring about the need for sustainment or recovery operations, the normal operations of the affected facility will shift into that of disaster sustainment or recovery operations called “Sierra Tel Emergency Operations Team”. The focus of Sierra Tel will shift from the current structure and function of “business as usual” to the structure and function of Sierra Tel working towards the sustainment or resumption of time-sensitive business.

The Sierra Tel Emergency Operations Team will operate through phases of response, resumption, recovery, and restoration. Each phase involves exercising procedures of The Plan and the teams executing those plans. The teams are comprised of individuals with specific responsibilities or tasks, which must be completed to fully execute the plan. A team leader, who is responsible to the IC, leads each team. The teams are structured to provide dedicated, focused support in the areas of their particular experience. A high degree of interaction among all teams will be required to execute the action plan. Each team’s goal is the sustainment, resumption/recovery and the return to stable and normal business operations and technology environments. Status and progress updates will be reported by each team leader to the IC.

The Sierra Tel Emergency Operations Team’s primary duties are:

- To protect employees and information assets until normal business operations are resumed
- To ensure that a viable capability exists to respond to an incident
- To manage all response, resumption, recovery, and restoration activities
- To support and communicate with management, employees and system administrators
- To accomplish rapid and efficient resumption of time-sensitive business operations, technology, and functional support areas
- To ensure regulatory requirements are satisfied
- To exercise sustainment, resumption and recovery expenditure decisions
- To streamline the reporting of sustainment, resumption and recovery progress between the teams and management of each system

Emergency Operations Team Structure



9 EMERGENCY OPERATION TEAMS DEFINED

Team members in **BOLD** are primary contacts, and those in *ITALICS* are secondary contacts.

9.1 INCIDENT COMMANDER AND BACKUP INCIDENT COMMANDERS

The Incident Commander (IC) oversees and manages the overall emergency. The Incident Commander, working with the assistance of the Backup Incident Commanders (BICs), creates a common and consistent action plan for all business critical personnel to follow using the available resources. The Incident Commander, upon instruction from a Corporate Officer, orders activation and deactivation of The Plan and Emergency Operations Center as warranted by the emergency.

9.2 REGULATORY COMPLIANCE TEAM

The Regulatory Compliance Team works closely with the Incident Commander and the Public Relations Team to ensure that necessary records, logs, Cal OES and CPUC reporting requirements, photographs etc. are maintained by appropriate Emergency Operations Team members, maintains a log of all internal and external contacts made or attempted, maintains contact with affected Team and Department Managers and the Incident Commander. During the Emergency, the Regulatory Compliance Team will keep Cal OES and the CPUC advised of the status of the emergency, as well as notified of when the emergency has concluded. The Regulatory Compliance Team conducts a critique for all Emergency Operations Teams and staff at the conclusion of the incident, oversees development of after-action report and recommendations. This report is then sent to the Emergency Operations Plan Document Managers in order to update the Emergency Operations Plan, as well as CalOES and CPUC.

9.3 PUBLIC RELATIONS TEAM

During emergencies, the Public Relations Team serves as the Company's official media spokesperson. If media are present at a work site or Company facility, the Incident Commander, Emergency Operations Team and staff are to refer all requests for information to the Public Relations Team. The Team Leader of the Public Relations Team consults with and reviews information from the Incident Commander, Emergency Operation Team Leaders and affected Area Managers to determine information to be disseminated in accordance with policy. The Public Relations Team conducts media briefings and issues press releases as warranted.

9.4 EMPLOYEE CARE AND WELFARE

The Employee Care and Welfare Team will work closely with all teams and the Incident Commander in order to ensure the safety of employees, employee family members and our customers.

Sierra Tel has developed a mechanism for on-duty employees to check on their families' well-being. See Appendix Q for Employee Care & Welfare.

9.5 BUILDING AND FACILITIES TEAM

The Building and Facilities Team is responsible for arranging for the primary and backup facilities and all components in order to restore business operations, as requested by Incident Commander.

9.6 PROCUREMENT TEAM

The Procurement Team consists of individuals knowledgeable of the information resources and supplies inventory and the budgetary, funding, and acquisition processes responsible for expediting acquisition of necessary resources.

9.7 VEHICLE TEAM

The Vehicle Team consists of employees familiar with vehicle keys, fuel, repairs etc.

10 TEAM STAFFING AND ACTION

10.1 EMERGENCY OPERATIONS PLAN MANAGEMENT TEAM

Emergency Operations Plan Team	Team Members
Emergency Operations Plan Document Managers	Dan S., Debbie P.
Emergency Operations Training Record Keeping	Michelle P., Tom P.
Emergency Operations Training and Testing	Incident Commander and IC Backups

Pre-Emergency Operations Plan

- Update The Plan as changes are needed.
- Keep records of Plan training and testing.
- Plan review, training and testing.

Emergency Operations Plan Immediate Response

- Solicit feedback and input in order to improve The Plan and aid teams in maintaining and/or restoring business efficiently.

Post-Emergency Operations Plan

- Update The Plan with any relevant information that has been learned and gathered.

10.2 INCIDENT COMMANDER TEAM

Incident Commander Team	Team Members
Incident Commander	Michael M.
Incident Commander Backups	Johnny H., Dennis W.

Pre-Emergency Operations Plan

- Work with executive management to schedule disaster scenarios for testing purposes.
- Execute exercises in order to test and improve The Plan.
- Create and maintain a document for annual refresher training regarding The Plan.

Emergency Operations Plan Immediate Response

- A Company Officer contacts the Incident Commander for Plan activation.
- The Incident Commander implements The Plan and designates the command center location, if needed.
- At this time the Incident Commander contacts the Backup IC's and they contact all needed Emergency Operation Teams and instructs them where the Emergency Operations Center is located, contact methods as it stands at that given time, and to begin implementation of team and/or department plans as determined by the Incident Commander.
- Creates an action plan for all emergency personnel to follow using the available resources on hand.
- Communicate with all Emergency Operation Teams and coordinates actions and plans in order to successfully restore business.
- Work with all Emergency Operation Teams to facilitate the relocation and migration of business and technical operations to the new or repaired facility as required.

Post-Emergency Operations Plan

- Provide feedback and input to the Regulatory Compliance Team in order to improve the Plan.

10.3 REGULATORY COMPLIANCE TEAM

Regulatory Compliance Team	Team Members
Regulatory Compliance Team	Glenn C., Johnny H., Al B., Joe E., Erin M.

Pre-Emergency Operations Plan

- Ensure that all required reporting forms and process information are up to date.

Emergency Operations Plan Immediate Response

- Work closely with the Incident Commander, IC Backups and the Public Relations Team to ensure that necessary records, logs, photographs, etc. are maintained by appropriate Emergency Operations Team members.
- Maintain a log of all internal and external contacts that are made or attempted.
- Communicate with appropriate Emergency Operation Teams in order to assist with the Incident Commander's action plan to execute The Plan.
- Keep key state agencies, such as Cal OES and the CPUC, advised of the status of the emergency.
- Provide company contact information to state agencies, such as Cal OES and the CPUC, on how they can contact us for inquiries at all times during the emergency.

Post-Emergency Operations Plan

- Conduct a critique of all Emergency Operations Teams and staff at the conclusion of the incident and oversee development of recommendations and an after-action report. This report is then provided to the Emergency Operations Plan Coordinators in order to update the Sierra Tel Emergency Operations Emergency Operations Plan.

10.4 PUBLIC RELATIONS TEAM

Team	
Public Relations Team	Laura N., Debbie P., Dan R.

Pre-Emergency Operations Plan

- Create and maintain an Incident Communication Plan that defines who will provide key communications during a crisis and the content, recipients, schedule, method of delivery, frequency and priority of the communication. At a minimum the following should be covered:
 - Request for Information
 - Request for Interviews
 - Press Releases
- Meet quarterly to review and train any new members of the team.

Emergency Operations Plan Immediate Response

- Work with the Incident Commander and all Team Leaders to gather information and as needed or required release that information to the media.
- Issue public press releases as needed or required.
- Communicate with Employee Care and Welfare Team

Post-Emergency Operations Plan

- Communicate with Employee Care and Welfare Team that the emergency has been resolved
- Complete any public or press releases as required
- Update the Incident Communication Plan as needed from what was learned during the emergency.

10.5 EMPLOYEE CARE AND WELFARE TEAM

Team	Team Members
Employee Care and Welfare Team	Michelle P., Tom P.

Pre-Emergency Operations Plan

- Maintain records for Emergency Operations Plan trainings, as conducted by IC
- Update and maintain an Employee Care and Welfare plan
- At least semi-annually, inspect each Department's Evacuation Bags to ensure everything is present and radios are charged; order supplies as needed
- Operational Emergency Teams and Department Teams Emergency Package

Emergency Operations Plan Immediate Response

- Continue to monitor work sites in order to determine their safety
- Monitor physical and site security and log anything unusual
- Ensure the safety of employees, employee family members and our customers
- Stay in communication with the Incident Commander and Team Leads
- Keep employees informed and equipped to meet the needs of the emergency

Post-Emergency Operations Plan

- Update the Employee Care and Welfare plan as needed
- Provide feedback to the Emergency Operations Plan Coordinator so that the Emergency Operations Plan may be improved due to lessons learned
- Restock all Emergency Team Bags

10.6 BUILDING AND FACILITIES TEAM

Team	Team Member Names
Building and Facilities Team	Anthony S., Eyan L.

Pre-Emergency Operations Plan

- Ensure office furniture is available in sufficient quantity
- Ensure a sufficient quantity of generators are available

Emergency Operations Plan Immediate Response

- Ensure the safety of facilities that are utilized during the disaster
- Respond to the needs of the Incident Commander and other team leads in order to facilitate the return of business operations, including furniture and power needs.
- Manage building keys in case of proximity card or power failure. Document and maintain deployed resources using Appendix H and I until no longer deployed.

Post-Emergency Operations Plan

- Provide feedback to the Emergency Operations Plan Coordinator so that the Emergency Operations Plan may be improved due to lessons learned.

10.7 PROCUREMENT TEAM

Team	Team Member Names
Procurement Team	Robert G., Lee L., Kenny C.

Pre-Emergency Operations Plan

- Maintain an up-to-date list of vendors and contact information, including account number with each vendor
- Create Memorandum of Understanding's (MOU's) with vendors in order to secure a supply line in case of emergencies
- Send a copy of all MOU's to the Emergency Operations Plan Coordinator so that they may be kept with the Sierra Tel Emergency Operations Plan at all times
- Maintain a copy of any and all MOU's offsite at a secure location
- Secure an active Emergency Operations credit card, to be used only for Emergency Operations, with a high credit limit in order to purchase anything that may be needed during an emergency or disaster
- Review the Emergency Operations Plan on a yearly basis and work with all Emergency Operation Team Leaders (Team Leaders) in order to understand the scope of equipment, furniture and any other supply needs during an emergency

Emergency Operations Plan Immediate Response

- Work with the Incident Commander and all Team Leaders to gather information and purchase as requested.

Post-Emergency Operations Plan

- Provide feedback to the Emergency Operations Plan Coordinator so that the Emergency Operations Plan may be improved due to lessons learned

10.8 VEHICLE TEAM

Team	Team Member Names
Vehicle Team	Mark M., Eyan L.

Pre-Emergency Operations Plan

- Ensure vehicles and keys are available 24/7 for personnel during a disaster.

Emergency Operations Plan Immediate Response

- Dispatch and log all access to vehicles and keys as needed for personnel.
- Respond to Incident Commander and any equipment, fuel, and repair needs.
- Notify Management of the requirement to fuel vehicles via non-Company resources, if at all possible.

Post- Emergency Operations Plan

- Replenish fuel and supplies
- Provide feedback to the Emergency Operations Plan Coordinator so that the Emergency Operations Plan may be improved due to lessons learned.

11 DEPARTMENT TEAMS AND TEAM LEADERS

11.1 ACCOUNTING / REGULATORY – GENERAL MANAGER AND FINANCE DIRECTOR

- Responsible for ensuring that disaster-related documentation is compiled by all Company staff, and for preparing insurance claims and disaster assistance applications.
- Activate emergency finance procedures as necessary
- Compile damage assessment cost estimates
- Compile all claims and insurance-related documentation related to the incident
- Implement / support any necessary emergency payroll policies
- See Department Plan

11.2 ADMINISTRATION – EXECUTIVE MANAGEMENT

- Administration may include the President, Vice President, Operations Manager, Incident Commanders, Management members, legal advisors and specific department heads as needed or required.
- Receives regular status reports from Incident Commander
- Provides policy direction as requested / needed
- Provides consideration of legal issues in response to an emergency
- Participates in after-action report briefings

11.3 AUTOMOTIVE SHOP – AUTO SHOP MANAGER

- See Department Plan and Vehicle Team Duties

11.4 BUILDING MAINTENANCE – BUILDING MAINTENANCE AND ENVIRONMENTAL SUPERVISOR

- See Department Plan

11.5 CENTRAL OFFICE – CENTRAL OFFICE MANAGER

- See Department Plan

11.6 CONSTRUCTION – CONSTRUCTION PROJECT MANAGER

- See Department Plan

11.7 CUSTOMER CARE – CUSTOMER CARE MANAGER AND SUPERVISOR

- See Department Plan

11.8 ENGINEERING – ENGINEERING MANAGER

- See Department Plan

11.9 FACILITIES SERVICES – FACILITIES SERVICES MANAGER

Includes Cable Maintenance and Splicing and Facility Services

- See Department Plan

11.10 HUMAN RESOURCES – HUMAN RESOURCE MANAGER

- Provide human resource-related support services for employees and their families
- Provide employee notifications and recall as requested
- Execute employee emergency hotline telephone procedures and arrange for employee/family inquiry follow-up
- Provide employees with information bulletins
- Work closely with the Public Relations Team and the Regulatory Compliance Team
- Conduct Workers Compensation claims and follow-up of injured employees
- Arrange for Crisis Incident Stress Debriefing for all Company employees as necessary

11.11 INFORMATION SYSTEMS – INFORMATION SYSTEMS MANAGER

- Identifies Company's mission critical applications during a disaster
- Utilizes the Procurement Team to contact vendors and/or purchase items
- Inventory and assessment of resources needed to support the Company's mission-critical applications. Resources may include: hardware, software, computer facilities, staff and environment for computers.
- Set up initial network connections for communication purposes
- Set up PC connections and install appropriate software to ensure business continuity
- Ensure Corporate information security and data recovery
- Obtain offsite backup files and records
- See Department Plan

11.12 INTERNET OPERATIONS – INTERNET OPERATIONS SUPERVISOR

- See Department Plan

11.13 PURCHASING – GENERAL MANAGER

- Inventory and distribute available supplies and equipment in accordance with established priorities
- Work closely with the Procurement Team to coordinate procurement and deployment of additional supplies, equipment and services as requested
- Execute emergency purchase agreements as requested by the Procurement Team or another Emergency Operations Team Leader

12 POSSIBLE THREATS

The following plan is applicable in the event of an emergency such as fire, flood, cables loss, widespread power outage, workplace violence, hazardous material spill or leak, earthquake, bomb threat or other man-made or natural disaster.

The following table depicts the threats most likely to impact Sierra Tel:

PROBABILITY OF THREATS			
Probability of Occurrence:	High	Medium	Low
Air Conditioning Failure	X		
Blackmail		X	
Bomb Threats			X
Civil Disturbance			X
Communications Loss			X
Earthquake		X	
Fire	X		
Flooding or Water Damage		X	
Hazardous Material Spill			X
Major Cable Loss			X
Major Power Outage	X		
Major Storms and High Winds	X		
Pandemic or Epidemic Disease		X	
Terrorism			X
Volcano			X
Workplace Violence			X

13 EMERGENCY LEVELS

Emergencies are classified into three levels of severity: Minor (Level One), Major (Level Two), and Catastrophic (Level Three). These are standard ratings for determining the magnitude and scope of emergency response required by the event. Local, State and Federal governments follow these same ratings for response.

Level	Example
One – Minor	Small fire, minor flood, isolated workplace violence, minor cable loss, minor server or infrastructure loss

Two – Major	Moderate earthquake, flood or fire, widespread power outage, hazardous material spill, major cable or infrastructure loss
Three – Catastrophic	Major earthquake, flood, fire, terrorism, buildings destroyed, or major infrastructure loss

13.1 LEVEL ONE OR TWO EMERGENCY LEVELS

All departments have their own plans and procedures that should be followed for level one or level two emergency situations.

13.2 LEVEL THREE EMERGENCY LEVEL

During a level three emergency, staffing will be evaluated based on the emergency situation and available staff. Only essential personnel will be staffed during a level three emergency.

14 EMERGENCY OPERATIONS CENTER AND SITE LOCATIONS

The Emergency Operations Center serves as a central point for the Emergency Operations Teams to convene for information gathering, analysis and dissemination, decision-making, priority-setting, and coordination of Company-wide emergency response activities. **The primary Emergency Operations Center is located at the Sierra Telephone Headquarters Building – 49150 Road 426, Oakhurst - upstairs conference room.** There the Incident Commander(s) will contact each team leader and everyone will report to the Emergency Operations Center and manage the emergency under the direction of the Incident Commander in Charge.

In the case of a disaster that destroys the Sierra Telephone Headquarters building the alternate sites will be:

- 40033 Sierra Way, Oakhurst, Parkway Building
- 3900 Bootjack Lane, Bootjack, Bootjack Central Office
- 5151 Bullion Street, Mariposa, Sierra Telephone Office
- 39858 Road 425B, Automotive and Maintenance Building
- A final alternative is to station a rented disaster trailer within or near the disaster area. There is existing telecommunications infrastructure, to potentially increase capacity, at the Mariposa County Fairgrounds and the Ahwahnee Park.

The above locations can also be utilized as staging areas for incoming equipment and personnel.

15 COMMUNICATION METHODS

Communications to and from the team should be by LAN or Cell Phone by default. If these services are not available or are busy then two-way radios will be available in all Disaster Preparedness Packages. Alternative communication methods are shortwave radio and once a connection to the internet or internal network has been established Voice over Internet Protocol (VoIP) communication or e-mail.

16 OFFICE EQUIPMENT, FURNITURE AND SUPPLIES

Although the current strategy is for office equipment, furniture, and supplies to be ordered on an “emergency as required” basis at the time of a disaster, it is recommended that the Incident Commander and Backups review supply needs and coordinate with the Procurement Team to develop a revolving emergency inventory of workspace supplies for immediate use in the event of a disaster. The revolving inventory of workspace supplies should include furniture and office equipment such as calculators and basic essential workspace supplies such as clipboards, scissors, printer paper, pens, pencils, note pads and paper.

Additionally, a revolving inventory of survival supplies should be maintained, including bottled drinking water, personal products, and food rations, in the event personnel cannot be evacuated or are temporarily prevented from leaving the confines of the building due to weather conditions. The following is recommended as a minimum:

16.1 EMERGENCY EVACUATION BAG CONTENTS

- Sierra Tel Emergency Operations Plan (Only departments with employee roles)
- Laminated Employee Contact List
- Two Way Radios for Communication if LAN or Cell phones are down
- Disposable Cameras
- Clipboard
- Notebook Paper and three pens
- First Aid Kit (large)
- Flashlight
- Extra Batteries (flash light, camera, Two-way radio)

16.2 INCIDENT COMMANDER EMERGENCY BAG CONTENTS

- All Department Emergency Package Contents
- Laminated Vehicle List
- Toilet Paper
- Steel Storage Container for Papers and Receipts
- Two Four-Man Tents
- Colored Vest for IC's
- Ten Blankets
- Towels
- Sanitizer

16.3 ADDITIONAL EQUIPMENT NEEDS

- Vehicles
- Telephones
- Server, Desktop and Laptop Computers
- Network Operating Systems and Desktop Operating Systems
- Various Software Packages
- Printers
- Fax Machines
- Office Furniture

17 MISSION CRITICAL SYSTEMS, APPLICATIONS AND SERVICES

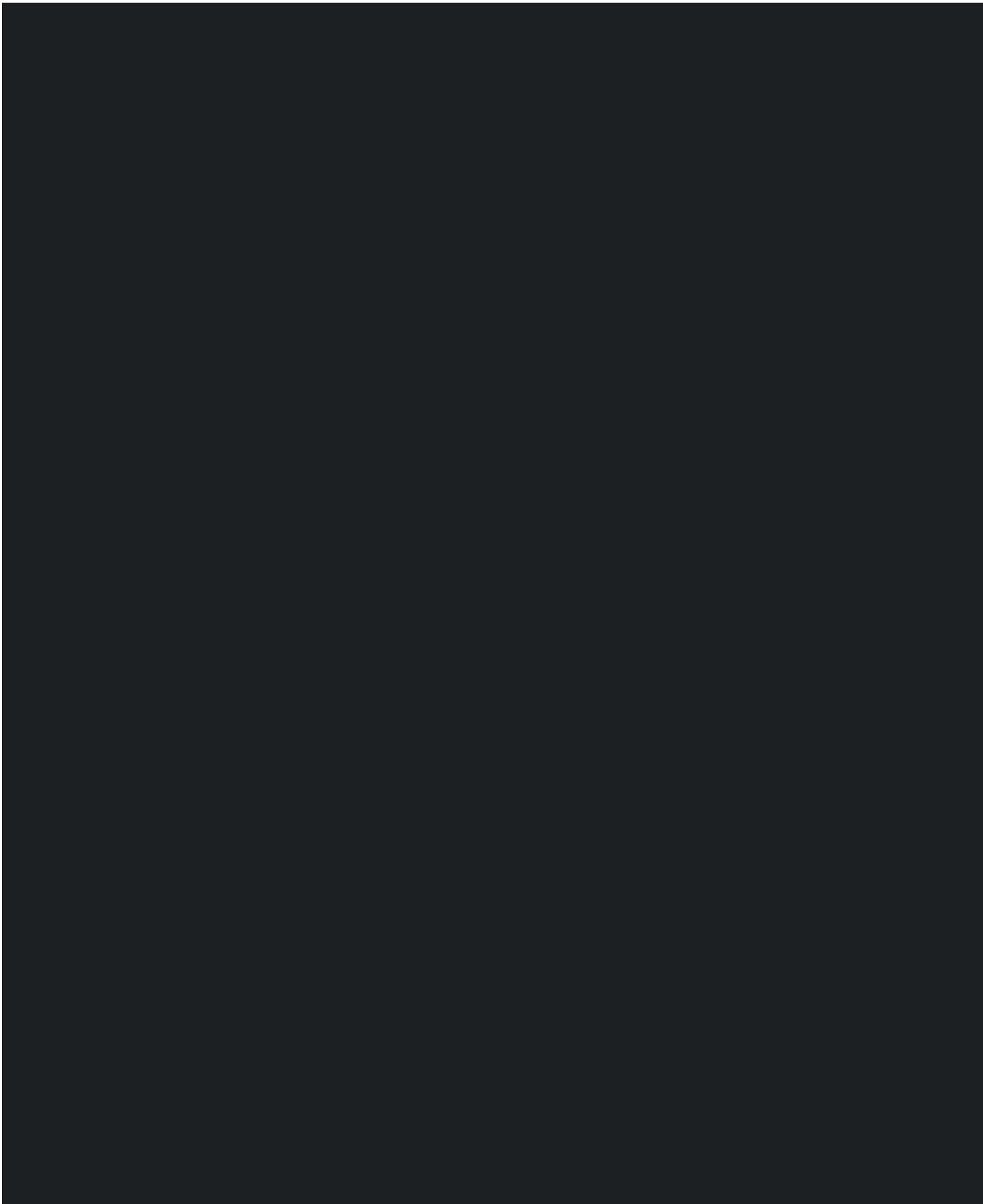
The following are essential mission critical systems, applications and services that must be recovered at the time of disaster due to critical interdependencies:

SYSTEM	RESPONSIBLE
Power, Generator or PG&E	PG&E, Central Office and Facilities
Fiber for Communications	Central Office
Phone System (landline, cell or IP)	Central Office, Information Systems or Verizon
Network Domain, Active Directory	Information Systems
Backup and Recovery Solution	Information Systems
Critical Application Recovery	Information Systems
E-mail	Information Systems
Internet Connectivity	Sierra Tel Internet or Central Office
Proximity Card System	Sierra Tel Business Systems, Building Maintenance

18 BUSINESS OPERATIONS SYSTEMS

The following systems are important to the success of business operations:

System Name	Department Responsible	Key Contact
Sierra Tel Corporate Network	Information Systems	Information Systems Manager
Sierra Tel Corporate Network Cyber Security Devices and Applications	Information Systems	Information Systems Manager
Sierra Tel Corporate Network Operational Positions	Information Systems	Information Systems Manager
Sierra Tel Operator Positions	Information Systems, Central Office, Customer Care	Information Systems Manager, Central Office Manager, Customer Care Manager
Information Systems Application Solutions	Information Systems	Information Systems Manager
E-mail	Information Systems	Information Systems Manager
Mapcom	Information Systems	Information Systems Manager
911 – ISDN	Information Systems, Customer Care	Information Systems Manager, Customer Care Manager
eLation	Information Systems	Information Systems Manager
IP Phones	Information Systems, Central Office	Information Systems Manager, Central Office Manager
Toll Processing and Routing	Information Systems, Central Office	Information Systems Manager, Central Office Manager
Proximity System	Building Maintenance, Sierra Tel Business Systems, Information Systems	Building Maintenance, Safety and Environmental Supervisor, Security Install Technician, Information Systems Manager
File and Print Servers and Services	Information Systems	Information Systems Manager
VPN Tunnels to 3 rd Party Vendors	Information Systems	Information Systems Manager
Sierra Telephone Central Office Network	Central Office	Central Office Manager
Sierra Telephone Central Office Switch	Central Office	Central Office Manager





21 INCIDENT NOTIFICATION AND INITIAL EMERGENCY PLAN ACTIONS

It is important that the emergency plan begin on the right footing and as such outlined below are the initial steps to be taken in order to initiate the plan(s).

- Executive Chairman, President or Vice President contacts the designated Incident Commander and instruct him where to meet in order to activate the Emergency Operations Plan.
- The Incident Commander contacts the Backup IC's to either meet or decide over the phone where the Emergency Operations Center will be located if the primary site is unavailable.

- At this time the Incident Commander and Backup IC's begin to contact all Emergency Response Teams, department managers and supervisors and instruct them where the Emergency Operations Center is located, contact methods as it stands at that given time, and to begin implementation of disaster preparedness plans, including department plans.
- Team leaders and Department Managers are to keep the Incident Commander informed via any and all communications methods available in an accurate and timely manner.

Note: Vehicle Team to ensure vehicles and keys are available for personnel during the disaster.

21.1 TEAM RESPONSE AND RECOVERY PRIORITIES AND OBJECTIVES

The allocation of resources and coordination of response will generally address the following restoration priorities, which could change during a disaster response. Individual department emergency plans contain complete and detailed information relative to restoration priorities.

Within 24 Hours:

- A Corporate Officer activates the Emergency Operations Plan
- Incident Commander provides direction for staffing the Emergency Operations Center as needed
- Incident Commander with assistance from staff completes a preliminary damage assessment within 8 hours. Identify alternative communications services pending full restoration. Locate and arrange for emergency equipment and personnel resources
- Employee Care and Welfare Team creates and distributes employee bulletins
- Public Relations Team defines media response messages
- Incident Commander with staff assistance establishes restoration priorities and initiate emergency repairs
- Public Relations Team initiates External Emergency Disaster Communications
- Finance Director or General Manager notifies regulatory agencies,
- Procurement Team notifies essential suppliers and vendors
- Customer Care notifies major customers and others as needed or indicated
- Employee Care and Welfare Team advises all employees of situation, work schedules, and compensation provisions for immediate needs
- Procurement Team requests mutual aid resources as warranted by the situation or site
- Procurement Team review the status of Sierra Tel's personnel and equipment resources in preparation to respond to requests for mutual aid

Within 72 Hours:

- Incident Commander redefines restoration priorities as needed
- Procurement Team reviews Sierra Tel finances and makes adjustments if necessary to meet priority response and recovery needs
- Facilities and Construction Departments continue damage assessment and emergency repairs
- Public Relations Team provides public information announcements and liaison with external agencies
- Employee Care and Welfare Team provides employee information bulletins

21.2 MEDIA RELEASES – PUBLIC RELATIONS TEAM

All critical and public information should be filtered through the Team Leader on the Public Relations Team in order to ensure information released is accurate and timely. The acting Public Information Officer will interact with the media and public. See Appendix O for templates and sample media releases.

22 EMERGENCY OPERATIONS PLAN PHASES

22.1 RESPONSE PHASE

- Establishes an immediate and controlled presence at the incident site
- Conducts a preliminary assessment of incident impact, known injuries, extent of damage and disruption to services and business operations
- Obtains and disseminates information on if or when access to facility(s) will be allowed
- Provides Sierra Tel management with the facts necessary to make informed decisions regarding subsequent resumption and recovery activity

22.2 RESUMPTION PHASE

- Establish and organize a management control and emergency operations center for the resumption operations
- Mobilize and activate the support teams necessary to facilitate and support the resumption process
- Notify team leaders of time-sensitive business operation resumption
- Alert employees, vendors and other internal and external individuals and organizations

22.3 RECOVERY PHASE

- Prepare and implement procedures necessary to facilitate and support the recovery of time-sensitive business operations

- Coordinate with Incident Commanders to discern responsibilities that will fall upon Sierra Tel Business Operations Recovery Teams and Technology Recovery Teams
- Coordinate with employees, vendors, and other internal and external individuals and organizations

22.4 RESTORATION PHASE

- Prepare procedures necessary to facilitate the relocation and migration of business operations to the new or repaired facility
- Implement procedures necessary to mobilize operations, support and technology department relocation or migration
- Manage the relocation/migration effort as well as perform employee, vendor, and customer notification before, during, and after relocation or migration.

23 DEPARTMENT PLAN

23.1 ACCOUNTING / REGULATORY

The following plan is applicable in the event of an emergency for recovery, restoration, prioritization, and/or response.

POSSIBLE OFF-SITE LOCATIONS:

If it is not possible for Accounting/Regulatory staff to return to Headquarters building, displaced staff will be set up in an off-site location.

- Sierra Tel Parkway Building
- Yosemite High School
- Mariposa Business Office

EQUIPMENT NEEDED AND ESTIMATED COST:

10 Computers @ \$2,000 each	\$ 20,000.00
10 Telephones @ \$300 each	3,000.00
10 Calculators @ \$75 each	750.00
10 Desks @ \$750 each	7,500.00
10 Chairs @ \$300 each	3,000.00
Miscellaneous Office Supplies	1,000.00

ACCOUNTING

- Our immediate need will be to set up a temporary office. We will need the above items, as well as modem connections.
- Once the temporary office is set up, we will need to have files restored from back-up (these include eLation, Internet, and Microsoft Office). The immediate need will be the accounts payable and payroll desks; these desks will need to be available to process checks for repairs, restoration, and payroll. It is also vital to continue processing receivables.
- Next contact Tracy Abbott (402-361-5909) at Unitel and start processing insurance claims.
- A supply of Payroll and Accounts Payable manual checks are stored in a fireproof cabinet.
- Two P-Cards for EMERGENCY use only are on site.
- All key personnel have P-Cards and their limits can be increased as needed by P-Card Administrators.
- There is a single-line, stand-alone, back-up phone on the spare desk to be used in an emergency if there is a loss of power or other situation that renders the company's phone system inoperable. The number is 559-689-6000.

REGULATORY

- Prioritize work needed to restore financial and business affecting processes. Coordinate communicating with the 9-1-1 Public Safety Answering Points (PSAPs) served by Sierra Telephone to assess their needs. See [Section 26 Appendix C](#) for information to reroute calls for the PSAPs through alternate answer, tandem reroute or central office isolation. The E9-1-1 Reference for Use in Out-of-Service Condition (Yellow Binder), with procedures and contact information for 9-1-1 emergencies, are strategically placed with appropriate departments throughout the company.
- We have established Government Emergency Telecommunications Service (GETS) cards and Wireless Priority Service (WPS) for certain key Sierra Telephone personnel to facilitate calling during network congestion. The Sierra Telephone Point of Contact (POC) with the GETS and WPS programs is Carol Fletcher. See [Section 25 Appendix B](#) for a list of employees with GETS cards and WPS.

<u>Regulatory Department Resources for 9-1-1 Issues:</u>	<u>Telephone Number</u>
Madera County Sheriff Office - PSAP	559-675-7769 or 559-675-7770
Mariposa County Sheriff Office - PSAP	209-966-3614
California Dept. of Forestry for Madera, Mariposa and Merced County Dispatch	209-966-3621
California Dept. of Forestry for Fresno Co.	559-294-2009
Yosemite National Park PSAP	209-379-1992

AT&T California Assistance Bureau -9-1-1 repair ticket assignment 800-500-4911
 AT&T Network Reliability Center (NRC) for network status 866-576-8223
 (Work with tester)
 9-1-1 ALISA Data Base Services - Operations 800-992-3201
 Sierra Telephone Central Office - Dennis Womack 559-683-2482
 For Outage Reporting: Refer to outage procedures and criteria
 FCC 24/7 Operations Center (for reportable outages): 202-418-1122
 E-mail: fccopcenter@fcc.gov
 Electronic Filing: www.fcc.gov/pshs/services/cip/nors/nors.html

CPUC Contact for major interruptions:

Submit all electronic reports regarding **service outages, service disruptions, and major service interruptions** to the following e-mail address:

TelcoServiceQuality@cpuc.ca.gov , and send a copy to Charles Christiansen at CHC@cpuc.ca.gov with CD. For any questions, contact Charles Christiansen at CHC@cpuc.ca.gov or 415-703-1901.

<u>Regulatory Department</u>	<u>Telephone Number</u>
Main Number	559-642-0369
Fax Number	559-658-5855

23.2 ADMINISTRATION

This plan becomes active only under the orders of the Incident Commander, and is part of the Sierra Tel Emergency Operations Plan. It is intended to provide the information, tasks, and procedures that would be necessary to facilitate timely response to any disruptive or extended interruption of normal business operations and services of the Administration Department. The information, tasks and procedures detailed in this plan represent the Administration Department’s demonstrated commitment to preparation, response, resumption, recovery, and restoration planning of essential operations.

The following plan focuses on the safety of employees and the resumption of time-sensitive operations and services in the event of an emergency, whether man-made or natural disaster (fire, power or communications blackout, tornado, hurricane, flood, earthquake, cable loss, workplace violence, hazardous material spill or leak, bomb threat, civil disturbance, pandemic, epidemic, etc.)

POSSIBLE OFF-SITE LOCATIONS:

If it is not possible for Administration staff to return to both the Headquarters or Parkway buildings, displaced staff will be set up in an off-site location.

- Sierra Tel Parkway Building
- Sierra Tel Headquarters

- Yosemite High School
- Mariposa Business Office

EQUIPMENT NEEDED:

- Computers or wireless laptops - up to 5
- Desks – up to 5
- Chairs - up to 5
- Tables – 1
- Printers -1
- Office supplies (paper, pens, ...)

PERSONNEL:

- All available personnel
- Establish a Corporate Network Connection, if applicable

23.3 AUTOMOTIVE SHOP

If it is not possible for Auto Shop staff to return to the Shop, displaced staff will be set up in an off-site location.

POSSIBLE ALTERNATE LOCATIONS:

- Lower Equipment Yard at 39871 Rd 425B
- Bootjack Central Office at 3900 Bootjack Lane

In the case of a major loss, Department Manager will coordinate with Incident Commander, Operations Manager and other Department Management to assist with dispatch of equipment, fuel, supplies, and personnel necessary to facilitate emergency repairs. See Appendix J for Emergency Fuel Logs.

EQUIPMENT NEEDED:

- Telephone
 - 2 - Any type.
- Vehicles
 - 2 Ford F-150's, (# 457 & 546) outfitted with tools/supplies to make necessary repairs.
 - One "Shop Truck", which is already suited for repairing vehicles.

- Parts that are not kept in stock may be purchased from:
 - Napa @ 683-7440
 - O'Reilly's @ 642-4648
 - Future Ford @ 213-7088. In addition, Future Ford may be able to make necessary repairs if our department is unable to.

FUEL:

- Automotive Manager will determine when Company fuel conservation is necessary, and an email will be sent notifying all Management of the requirement to fuel vehicles via non-Company resources.
- Appropriate Management will be provided Chase's Foothill Petroleum Fuel Cards for use at the Oakhurst site (P-Cards are not accepted at this location). They will coordinate the fueling of their department vehicles via this location, as needed.

APPROXIMATE COSTS:

- Personnel costs (including overtime) could range from \$600 to \$2000 per day.
- Equipment and/or repair costs - \$500 to \$5,000 per day.
- Other expenses to consider which can range from hundreds to thousands of dollars a day are:
 - Fuel
 - Equipment Parts

PERSONNEL:

- All available Department Personnel.

23.4 BUILDING MAINTENANCE

[REDACTED]

[REDACTED]

[REDACTED]

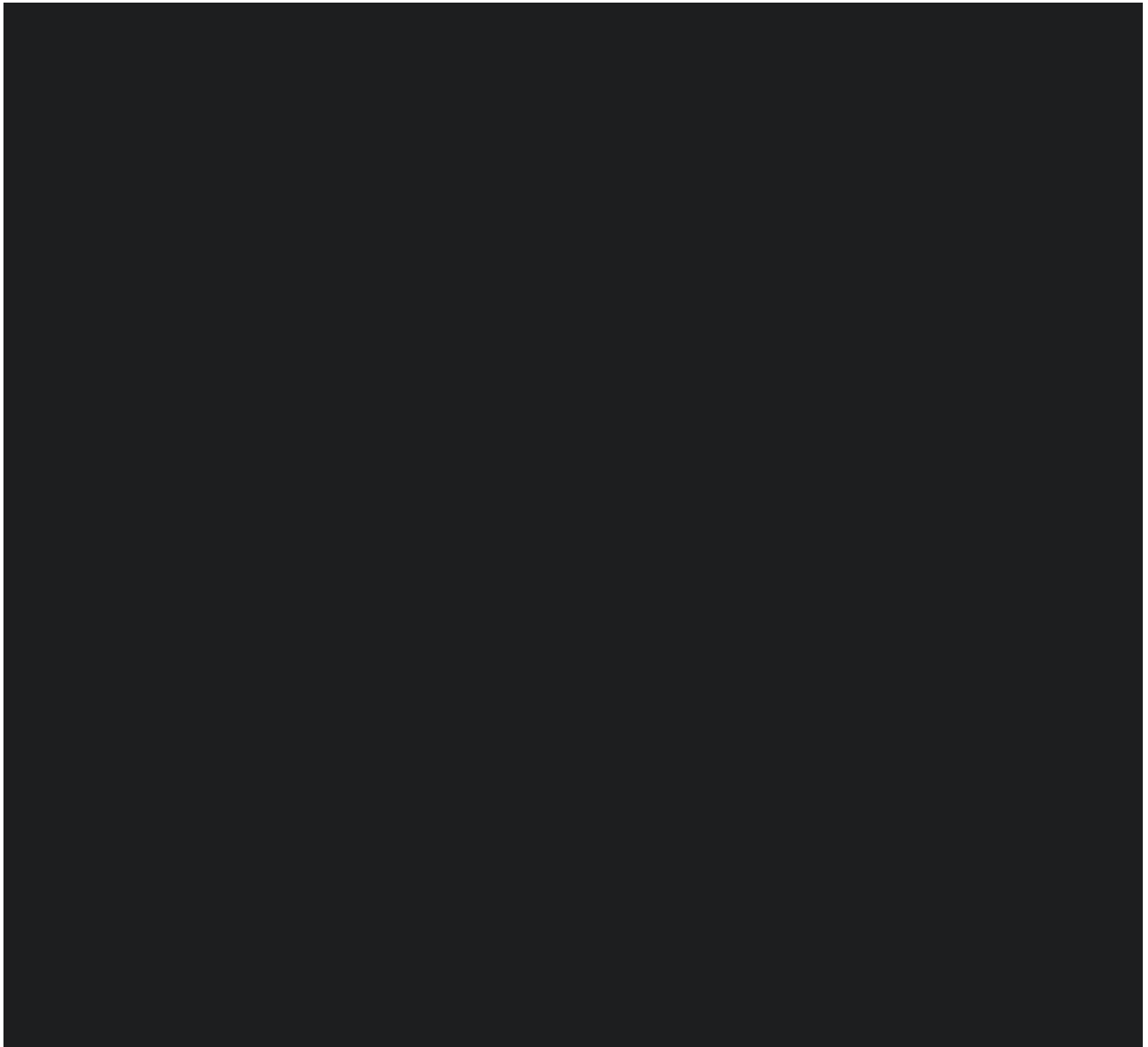
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[REDACTED]

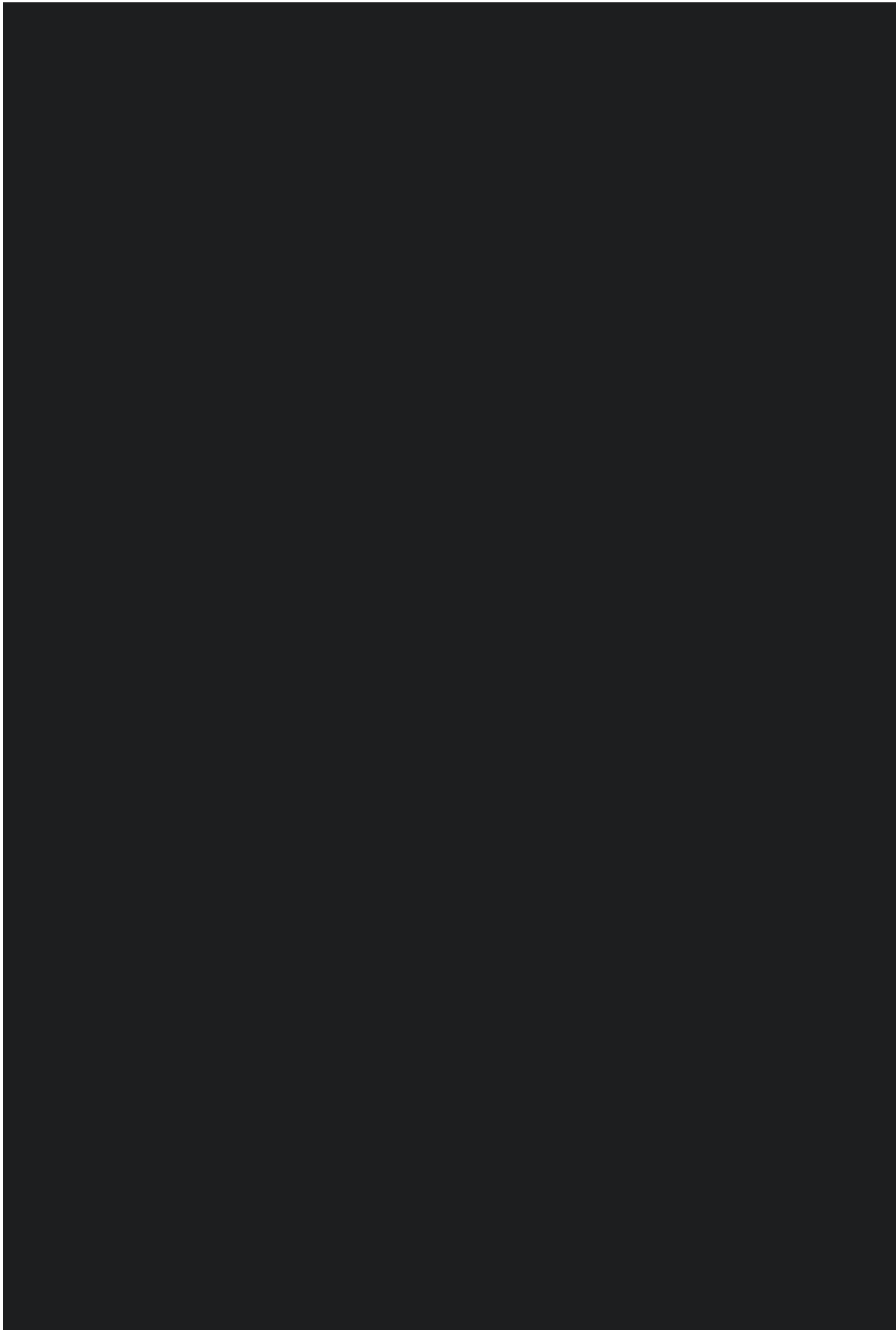
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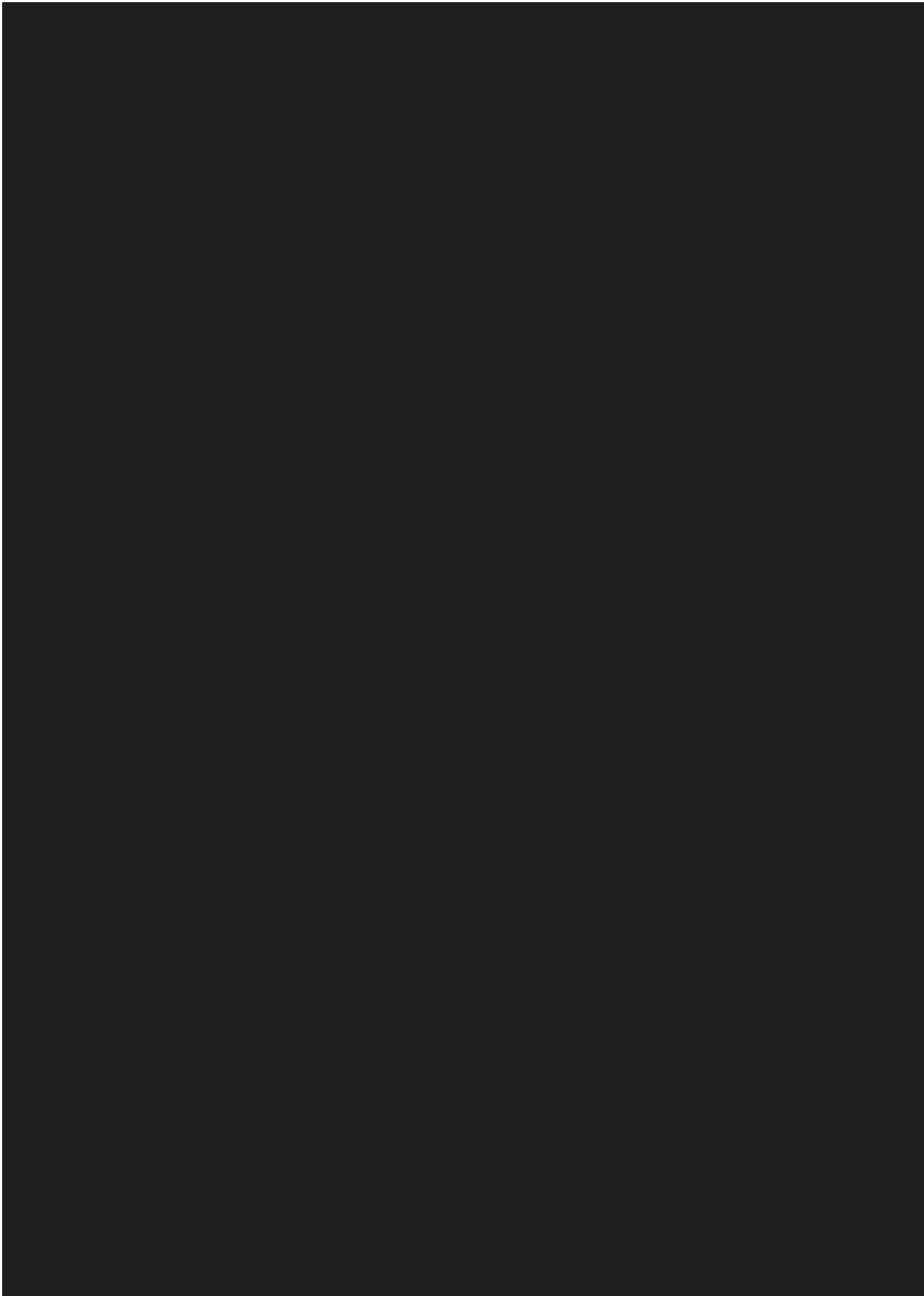
[REDACTED]

[REDACTED]









Post Emergency Activities:

- Human Resources staff shall follow-up with injured employees and with the families of any employees who may have been seriously injured.
- Maintain employee files and records on “as need” basis.
- Assist as needed in compiling time cards and records for payroll.
- Assess processes for any changes that would make the Employee Care & Welfare program function and operate more efficiently.
- Participate in post emergency briefing and critique sessions.
- Continue to provide post critical event Stress Debriefings as necessary. (EAP)
- Make permanent any temporary repairs.
- Monitor company facilities condition.
- Gather logs and receipts.
- Work with FEMA
- List services rendered and repairs made during the disaster.
- Provide support to other departments and companies

23.5 CENTRAL OFFICE

Host Switch, Remote Switches and Remote Sites

1. If a disaster occurs involving the destruction of vital voice and/or broadband equipment, the Central Office (CO) Manager and Supervisors will meet at the Oakhurst CO. In the event that the Oakhurst CO is not standing, they will meet in the parking lot of the Oakhurst CO. If that is not possible, they will meet in the parking lot across Road 426 from the Oakhurst CO. The first Manager or Supervisor on the scene will be the Incident Commander (IC) until relieved by someone of higher authority. Ideally the CO Manager will be the IC. In the absence of the CO Manager and Supervisors, the first CO person on the scene will be the IC. The IC will assess the damage and formulate a plan to begin restoring service. If the disaster occurs during normal business hours, all personnel should contact the Oakhurst CO for instruction. If phone lines are not available, CO personnel should meet at the Oakhurst CO, parking lot or across the street as stated above. If the disaster strikes after hours, the IC will determine which CO personnel are required, and have Customer Care contact them to report on scene. If there are no phone lines working in the network and cell coverage is not available, emergency lines are available in the Oakhurst CO which provide dial tone from Sebastian and Ponderosa Telephone. If those lines are not available, the IC will send available onsite personnel to the residences of all required CO personnel. CO personnel other than the Manager or Supervisors should remain at their residence if possible until contacted.
2. In the event that travel is not possible, the CO Manager and Supervisors will attempt to make contact with one another via any means at their disposal depending upon their location and methods of communication available. If all forms of communication are down, they will assess in-place and tend to the needs of their surroundings with the goal to make contact with one another/meet at the Oakhurst CO in order to assess network damage and begin recovery efforts.

3. Once the damage has been assessed, available personnel will contact the appropriate vendors and begin restoring service. The extent of the damage will determine the appropriate course of action. Central Office personnel are equipped with IP addresses and logins to provide to each vendor if needed.
4. Service restoration will be handled on a priority basis. There are currently 6 circuits which have Telecommunications Service Priority (TSP) and these circuits will be given first priority. Information for these circuits is in the Emergency Operations packet, and CO personnel have copies in their vehicles.
5. There are three (3) portable Calix cabinets available to provide temporary service where needed. They are stored in the yard of the Bootjack CO, and the IC will determine their usage.
6. Once contact has been made with the appropriate vendors and progress dates and times are established, the IC will provide this information to the Public Relations Supervisor.
7. Contact numbers for C.O personnel, the Public Relations Supervisor and equipment vendors are available below.

Communications Support to Emergency and Public Safety Officials

All requests for communications support during a public health and/or safety event come via telephone to the Customer Care Department. The process followed is the same as for all service requests except that public safety events are immediately expedited ahead of all other requests for service. The order is documented and sent to the Central Office (CO) which immediately dispatches personnel to provision the service regardless of the time of day. All requests include a point of contact which the CO utilizes to coordinate and implement the service. In short, Emergency requests are given emergency status and all other requests are put on-hold until the emergency request is fulfilled.

Calls received from law enforcement asking for detailed information of subscriber phone records are forwarded to the CPNI Officer who determines the proper response and course of action.

Electric Utility Coordination

Planned power outages occur when the local electric provider (PG&E) foresees a future outage and notifies Sierra Tel before the outage occurs. A planned outage can be due to upcoming maintenance being performed on the power grid; the result of approaching hazardous weather conditions; or to mitigate hazardous conditions during a natural disaster.

Notification of planned power outages are initiated by PG&E and provided to Sierra Tel in the form of an email. PG&E provides the time and duration of the outage as well as the sites in Sierra Tel's serving area which will be effected. Typically, power grid maintenance does not require action by Sierra Tel due to the presence of permanent generators and/or adequate battery back-up support. Once Sierra Tel receives an email from PG&E, the Central Office (CO) assesses the impact of the outage and determines what action if any is required.

In the event of an unplanned power outage, Sierra Tel will learn of the outage when alarms appear in the network warning of a switch to backup power. At that time the CO determines the proper course of action for the network, and initiates contact with PG&E to determine the nature and duration of the outage. Sierra Tel has the phone number of a PG&E account representative and is encouraged to make contact during unscheduled events to keep updated on the outage.

In the weeks following an outage, Sierra Tel will receive an email invitation from PG&E to attend a conference call to recap the events of the outage, provide feedback and discuss potential process improvements for future events.

Emergency Power Considerations

1. The Oakhurst CO is equipped with a stationary 300kW generator to provide backup power to the building. In the event that the stationary generator fails, the building has been wired for two backup generators: a 275kW portable generator to support the CO equipment; and a 175kW portable generator to support the building. These generators are stored at the auto shop and immediately available. In an emergency, contact anyone in the CO Remotes department for access. The 275kW generator requires a Class A license to transport.
2. There are 59 remote nodes, buildings and cabinets, with stationary generators. These sites are also wired to accept portable generators in the event that the stationary generator fails. All critical nodes in the fiber rings have on-site generators.
3. Of the remaining 91 remote nodes, all are wired to accept portable generators. There are 50 portable generators, of varying sizes, immediately available for these remote nodes.

Power Related Contact Numbers:

ALPHA:

24 hr. Tech: 800-667-7487
24 hr emergency support: 1-888-462-7487
Website: www.alpha.ca

PECO II:

Business: 800-999-7326
24 hr. Tech: 800-317-1216
Website: WWW.PECO2.COM

Emerson (Emerson, Marconi, Lorain Power Products):

Business: 800-800-1280
24 Hr. Tech: 800-800-5260
Website: www.emersonnetworkpower.com

Delta/Eltek/Valere:

24 Hr. Tech: 1-800-435-4872
Website: <https://www.eltek.com/us/top-menu/contact-us/>
Tech Email Support: TechSupport.US@deltaww.com

CEA Power:

Business: 919-571-1722
24 Hr. Tech Al Hedderman (Sales) 919-730-1042
Website: none

Quinn, Caterpillar, Olympian generators:

Business: 559-896-4040
24 Hr. Emergency Service: 559-896-4040
Website: www.quinnpower.com

Cummins West (Cummins and Onan Generators):
Business: 559-277-6760
After Hours: 559-274-4400
24 Hr Tech: 800-249-2969 (National 24 Hr Help Line)
Website: www.cumminspower.com

C&D Batteries:
Business: 661-664-7440 (Tom Treacy, American Power Systems)
Website: www.cdstandbypower.com

PG&E: 24 Hours: 800 743-5000

Telecom Emergency Contact Numbers:

Metaswitch;
Business Hours Support: 415-644-5263
24/7 Emergency Support: 800-308-8772
510-748-1838
+44 20 8366 1177

Ciena - Cyan: 800-243-6224 (TAC)
Also: Mark Stocker – Director, Regional Technical Support North America (603) 867-3573

Ribbon Communications – Genband – Nortel: 833-742-2661

Calix: 877 766-3500

Intelis/Consolidated Call Center Servers (CCCS): Support 770-888-6868
On Call Support 404-436-1706

Inteliquent – Onvoy - ANPI – STLD – Sierra Tel Long Distance 844-276-2386
Option 2 216-373-9436

Clearfield: Nate Jacobsen Cell: 707-978-8520
Direct: 763-519-9725
njacobsen@clfd.net

Positron – Aktino: 888-577-5254 Option 1

ADC: 800 366-3891

Adtran: 800 726-8663

Emergency Trailer Rental (telecom): 800 379-4626

AT&T/PAC Bell: 800 922-7742

911 circuit trouble:

California Major Accounts Center 800 540-8121
California Assistance Bureau – 911 Repair 877-500-4911

23.6 CONSTRUCTION

ALTERNATE LOCATIONS:

- Lower Equipment Yard at 39871 Rd 425B
- Bootjack Central Office at 3900 Bootjack Lane

Assuming Central Office Switch is functional and Network is operational.

Equipment Needed:

- TELEPHONES - 2 - any type, one line each, and possibly a fax machine
- COMPUTERS - Minimum of 1 – tower or wireless laptop
- SOFTWARE - Ideally: Windows, eLation, Microsoft Word, Excel, and Outlook
- PRINTERS - 1 printer

In addition to the “bare bones” requirements, we would require forms, office supplies, and chairs. We would also need access to the network.

Assuming Central Office Switch is not functional and Network (HP/NT) not operational, but recovery of switching/networking capabilities would occur within a relatively short period of time.

Equipment Needed:

- TELEPHONES - Cellular Telephones or 2-Way radios or Citizens Band Radios (each crew currently has a cell phone assigned to them, company radios in Construction vehicles, and access to Company hand held radios).
- COMPUTERS - Minimum of 1 tower or wireless laptop
- PRINTERS - 1 laser printer

In addition, we would require forms, office supplies, desks or tables and chairs.

PERSONNEL: (Ideal scenario)

- All available Department Personnel

Supervisor to “float” as needed. Force requirement (or availability) could be 50% less depending upon the severity of the emergency/disaster situation.

APPROXIMATE COSTS:

- Personnel costs (including overtime) could range from \$3000 to \$5000 per day
- Equipment costs - computer, printer, fax - \$5,000 to \$10,000
- Other expenses to consider: Outside Plant Supplies such as Pedestals, Cable, Conduit, Fuel, etc... These costs could range from hundreds to thousands of dollars.
- Access to materials needed to make repairs such as Cable, Conduit, Pedestals, etc...

23.7 CUSTOMER CARE

The following plan is to be applied in the event of an emergency which may require specific contingencies be enacted to ensure the company's call center operations remain available. Operations include: Operator Services, Customer Service, Technical Support, and Installation and Repair Dispatch.

If it is not possible to return to the headquarters building for a period of time that will exceed the current business day, Customer Care may require the ability to perform their job functions from a remote location. If remote call center operations are deemed necessary, the following requirements will be addressed by the Information Systems (IS) department and Building Maintenance contingency plans.

OFFICE BUILDING CONSIDERATIONS:

- Enough office floor space to house up to 7 employees and desks
- Access to power an office of 7 employees

PERSONNEL:

- 4 Customer Care employees
- 2 Billing employees
- 1 Supervisor and/or Manager

SETUP TIME:

IVR & PHONE SYSTEM CONFIGURATION

- Approximately 8 hours of total setup and configuration labor

PHYSICAL COMPUTERS & TELEPHONE SYSTEMS

- Approximately 2 hours of setup labor per computer workstation
- Approximately 1 hour labor per SIP telephone

SOFTWARE AND ELECTRONIC SYSTEMS ACCESS

- 15 Minutes per individual DSL internet connection setup
 - Additional 1 Hour per DSL splitter and home run wire installation
- 4 Hours setup time for ETS connection to Telax Data Center **

PHYSICAL COMPUTERS & SYSTEMS AND OFFICE SUPPLIES BUDGET:

7	Desks with chairs	\$2100
7	DSL internet plans	\$400
7	Business telephone service lines	\$500

7	SIP telephone sets	\$2800
7	Corporate enabled desktop computer workstations *	\$11,000
1	Intelis telephone Operator/DA computer workstation *	\$1500
1	ETS Connection to Telax Data Center **	\$2500
7	Pens and paper	\$500
1	Network printer **	\$300
1	Fax machine **	\$175

* Depending on the nature of the event, these systems may be accessed remotely via a remote desktop VPN connection

** Depending on the nature of the event, these elements may not be necessary

SOFTWARE AND ELECTRONIC SYSTEMS ACCESS:

- 25 Mbps connectivity to the Internet + Telephone line
- Access to the company's electronic Billing System
- Access to the company's Customer Care network drive shares
- Routing of the dedicated ETS circuit to the Telax Illinois data center
- Access to third-party scheduling program *
- Access to Operator Services / DA Platform *

INTRA-OFFICE COMMUNICATION:

- Access to the corporate email server
- Access to the company telephone directory
- Access to incoming company mail

PERSONNEL:

- 4 Customer Care employees
- 1 Supervisor and/or Manager

APPROXIMATE COSTS:

- Personnel costs (including overtime) could range from \$4,500 to \$5,500 per day
- Equipment costs – computers, internet, printers, fax and calculators - \$15,000 to \$25,000
- Other expenses to consider: Supplies and office furniture. We have desks and other items of furniture in storage, if we can get to them. These costs could range from several hundred to several thousands of dollars.

Innovative Systems Support Contacts:

Team Phone: **605-990-7383**
Team Email: billingsupport@innovsys.com
Innovative Main Line: 605-995-6120

Support Team Members:
Stacie Heesch, Team Leader, Billing
1-605-990-7223
stacieh@innovsys.com

Clark Slykhuis, Usage/CABS
1-605-990-7185
clarks@innovsys.com

Doreen Brands, Billing
1-605-990-7292
doreenb@innovsys.com

Jessica Rezac, Billing
1-605-990-7278
jessicar@innovsys.com

Kevin Talley, Billing
1-605-990-7256
kevint@innovsys.com

Laura Sonne, Usage/CABS
1-605-990-7237
lauras@innovsys.com

Mary Brechler, Usage/Billing
1-605-990-7285
maryb@innovsys.com

Megan Sommer, Billing
1-605-990-7223
megans@innovsys.com

Shawn Ruml, Billing
1-605-990-7226
shawnr@innovsys.com

23.8 ENGINEERING

POSSIBLE LOCATIONS:

- Mariposa Business Office
- Yosemite High School
- Oak Creek Intermediate School
- Headquarters Office

EQUIPMENT NEEDED:

(Assuming Central Office Switch is functional and Network is operational)

- TELEPHONES - 3 - any type, one line each
- COMPUTERS - Minimum of 2 – tower or wireless laptop
- SOFTWARE - Ideally: Elation, Microsoft Word, Excel, Outlook and Cadtel
- PRINTERS - 1 laser printer, 1 plotter

In addition we would require a Central Office terminal, forms, office supplies, desks or tables, and chairs. We would also need access to the network and to Cadtel.

EQUIPMENT NEEDED:

(Assuming Central Office Switch not functional and Network (HP/ NT) not operational, but also assuming that recovery of switching / networking capabilities would occur within a relatively short period of time)

- TELEPHONES - Cellular Telephones or 2 Way radios or Citizens Band Radios (each person currently has a cell phone assigned to them).
- COMPUTERS - Minimum of 2 tower or wireless laptop
- SOFTWARE – Microsoft Windows 7, including Access and Outlook to record customer requests, comments, and actions taken. Backup paper copies of records - perhaps to begin rebuilding a customer database?
- PRINTERS - 1 laser printers
- PORTABLE TWO-WAY RADIO – 1 to contact radios in vehicles

In addition, we would require forms, office supplies, desks or tables and chairs.

If we cannot relocate to one location, Cable Assignment and Right of Way would be together, Engineering at another. Engineers would rotate days and hours to cover all hours needed.

PERSONNEL:

- 3 Engineers and 1 Administrative Assistant at 1 off-site location
- 3 Engineers and 1 Outside Plant Facilities Clerk at the other off-site location
- Supervisor and Coordinators to “float” as needed. Force requirement (or availability) could be 50% less depending upon the severity of the emergency / disaster situation.

APPROXIMATE COSTS:

- Personnel costs (including overtime) could range from \$2500 to \$4000 per day
- Equipment costs - computers, printers, fax and calculators - \$10,000 to \$15,000
- Other expenses to consider: Supplies and office furniture. Desks and other items of furniture are in storage and could be used if accessible. These costs could range from several hundred to several thousands of dollars.

23.9 FACILITIES SERVICES

Following are possible alternate locations:

POSSIBLE ALTERNATE LOCATIONS:

- Lower Equipment Yard at Rd 425B
- Bootjack Central Office 3900 Bootjack Ln, Mariposa

EQUIPMENT NEEDED:

(Assuming Central Office switch is functional and network is operational)

- TELEPHONES – 2 – any type, one line each
- COMPUTERS – Minimum of 1 – tower or wireless laptop
- SOFTWARE – Ideally: Windows, eLation, Microsoft Word, Excel and Outlook
- PRINTERS – 1 printer – preferably an “all-in-one” printer

In addition we would require forms, office supplies, and chairs. We would also need access to the network.

EQUIPMENT NEEDED:

(Assuming Central Office switch is functional and Network (HP/NT) not operational, but also assuming that recovery of switching/networking capabilities would occur within a relatively short period of time)

- TELEPHONES – Cellular phones or two-way radios or Citizen Band Radios (each crew currently has a cell phone assigned to them).
- COMPUTERS – Minimum of 1 tower or wireless laptop
- PRINTERS - 1 laser printer

In addition, we would require forms, office supplies, desks or tables and chairs.

PERSONNEL:

All available Department Personnel

Supervisor to “float” as needed. Force requirement (or availability) could be 50% less depending upon the severity of the emergency/disaster situation.

APPROXIMATE COSTS:

- Personnel costs (including overtime) could range from \$2500 to \$4000 per day
- Equipment costs – computer, printer, fax \$5,000 - \$10,000

23.10 HUMAN RESOURCES

In the event of an emergency during non-regular working hours, the Human Resource Department will integrate into the overall Company Emergency Plan as the department responsible for determining the safety of the employees.

POSSIBLE ALTERNATE LOCATIONS:

- Parkway Building
- Auto Shop Building
- Mariposa Business Office
- Bootjack Central Office

EQUIPMENT NEEDED:

(Assuming Central Office Switch is functional and Network is operational)

- TELEPHONES - 2 sets - any type with internet access
- COMPUTERS - Minimum of 3 Desktop or laptop
- SOFTWARE - eLation, (all HR/Payroll Functionality), Galaxy, ExacVision client for monitoring if necessary, Microsoft Word, Excel, Outlook, Galaxy door access
- PRINTERS - 1 laser printer
- PAYROLL – Printer, MICR, Paychecks, Paystubs, Envelopes
- In addition, we would require office supplies, desks or tables, and chairs.

EQUIPMENT NEEDED:

(Assuming Central Office Switch is not functional and Network (HP/ NT) is not operational, but also assuming that recovery of switching/networking capabilities would occur within a relatively short period of time)

- TELEPHONES - Cellular Telephones or 2 Way radios
- COMPUTERS - Minimum of 3 Desktop or laptop
- SOFTWARE - eLation, (all HR/Payroll Functionality), Galaxy, ExacVision client for monitoring if necessary, Microsoft Word, Excel, Outlook, Galaxy door access
- PRINTERS - 1 laser printer
- PAYROLL – Printer, MICR, Paychecks, Paystubs, Envelopes
- In addition, we would require office supplies, desks or tables, and chairs.

PERSONNEL:

- 2-4 Human Resources personnel

- Manager to float between locations as needed. IC may or may not be a member of HR. Force requirement (or availability) could be 50% less depending upon the severity of the emergency/disaster situation.
- Additional HR staff if Manager is redirected or unable to participate.
- Safety Administrator required
- Payroll Administrator when needed.

EMERGENCY PHONE NUMBERS FOR HUMAN RESOURCES

Vehicle Damage (Farmers Claim Center)	844-723-2524
CAL-OSHA	559-445-5302
CAL-COM	916-567-6700
Cooper, White & Cooper	415-433-1900
Employee/Family Call-In Line	559-683-0123
Travelers Insurance (Workers' Comp)	800-238-6225
Deer Oaks (Employee Assistance Program)	866-327-2400
Madera County Health Department	559-675-7893
Madera County Sheriff Department	
Madera Office	559-675-7770
Oakhurst Office	559-642-3201
Mariposa County Health Department	209-966-3689
Mariposa County Sheriff Department	209-966-3615
NTCA	828-281-9000
Fidelity	888-682-2352

APPROXIMATE COSTS: (In addition to Payroll)

- Equipment costs - computers, printers, fax and calculators - \$10,000 to \$15,000.
- Other expenses to consider: cellular airtime, supplies and office furniture.
- Possible cost for food if employees are not able to go home.

Refer to Appendix Q - *Employee Care & Welfare* for additional employee support services.

23.11 INFORMATION SYSTEMS

In case of minor network or server loss employees will respond in the normal fashion and get everything back online as soon as possible.

In the case of a major network infrastructure outage the Manager will coordinate with Incident Commanders and other departments in order to provide network services to any in need. The

Sierra Tel network has a failover site located at the Bootjack Building should we lose server rooms at Headquarters or Parkway. All critical data is synchronized to this site throughout the day.

If it is not possible to return to the building, we will resume operations at an alternate location as determined by the Incident Commander.

EQUIPMENT NEEDED:

- TELEPHONES – At least two of any type.
- COMPUTERS – At least two desktops or laptops.
- SOFTWARE - Windows and Microsoft Office for the desktop(s).
- NETWORK HARDWARE – Three Dell servers, three Cisco Routers, three HP Switches, two UPS, Power Strips, other miscellaneous network hardware may be needed. See Network Diagram and Flow Chart for Specific Needs.
- NETWORK SOFTWARE - Windows Server, Exchange, SQL, Emergency Operations Drives and Data, and any other application that may need to be reinstalled. All software and data recovery drives are stored at Data Vault in Fresno. Software may also be able to be downloaded from the Internet. See Network Diagram and Flow Chart for Specific Needs.
- PRINTERS - One printer
- Forms, office supplies, chairs and a desk.

Vendors			
Agility Recovery	877-364-9393	888-242-3740	866-894-3336
AmTelco Field Service service@amtelco.com	User: 2758 Code 27585	800-553-7679	
Bank of America	Patricia Brucoli, Analyst, Telco Engineer	925-675-7016	
Best Power	Tom Davis	510-727-1045	
Best Power		800-356-5794	
CDW	Sam A. Jacobs Account #: 2147381	877-325-7017	480-270-7097
Cisco		800-553-2447	
Data Vault		559-264-4607	
Dell	Michael "MJ" Hayes Ben Strong	512-513-2614 209-474-2200	209-601-2200
Eaton Powerware	Lori Herd, Account Code 612310.97	919-870-3438	
Equinoxis	support@equinoxis.com	615 612-1225	
Innovative Systems	605-990-7383	605-995-6120	
Intellis (DA)	Rich Matter	404-932-8126	770-888-6868
Microsoft		800-426-9400	800-936-4900
Mountain Aire		209-683-2040	
RTLawrence	helpdesk@rtlawrence.com	562-696-4843	626-838-5000
Secureworks		877-838-7960	
VMWare	Support	877-486-9273	

Disaster Preparedness Site Plan for Oakhurst

Application	Report To/Responsibility	Special Note	Timeline
WAN Connections to Sites and Internet	Entire Company	Connect to a WAN link using any means necessary; VPN, MPLS, T1, ISDN, Wireless, or Microwave. Internet for Billing access for GSC and BC workflow w/PIX or Router FW	1st Hour
Active Directory	Entire Company	Active Directory, then restore over it from tape	1st Hour
ArcServe and Appassure	Entire Company	Should be able to restore from tape to get our current AD, Users, E-mail Etc.	1st Hour
e911	Dana Pullins and Dan Rule	Internet connection required	1st Hour
IP Phones	CO, STLD, Any others on IP Phones	IP VLANS for Quality of Service	1st Hour
IDS/IPS/Router Access Lists	Security	Router Security at least. We can do more as we are able.	3 Hours
Answering Service (Phone Lines at least)	CO is responsible, Operator Services needs this service		3 Hours
Proximity Systems	Entire Company		3 Hours
Line Assignments to help CO/Community	IS Net Restores Image then works with CO/Engineering	If facilities restoration is needed.	1st Day
Exchange	Entire Company	E-mail Flow	1st Day
Print Services	Entire Company	Printing Needs	1st Day
eLation	Entire Company	OSS	1st Day
NDA	IS Restores Image then works Customer Care Manager		3 Days
HQ Equinox/CO Equinox	CO and IS for Toll Records Connection.	If network access to the Equinox server is not available within 3 days, a USB thumb drive could be used to bring AMA toll records from the switch to the billing stream (assuming the Equinox server is online).	3 Days
File/Print Server(s) for any/all sites	Entire Company	Set up a temporary one and restore files as needed. Core servers can come up over time.	5 Days

Disaster Preparedness Site Plan for Mariposa

Application	Report To/Responsibility	Special Note	Timeline
WAN Connections to Sites and Internet	Entire Company	Connect to a WAN link using any means necessary; VPN, MPLS, T1, ISDN, Wireless, or Microwave. Internet for Billing access for GSC and BC workflow w/PIX or Router FW	1st Hour
Proximity Systems	Entire Company	Connect to Network via VPN, T1/ATM/MPLS/Microwave or any other option	1st Hour
Print Services	Entire Company	3 Hours	3 Hours
Exchange	Entire Company	Printing Needs	3 Hours
NOTE:	NOTE:	Communication Needs	3 Hours
<p>Site Note: Oakhurst is likely to still be online and active. If it isn't we need to build both Oakhurst and Remote Sites at the same time.</p>	<p>We may need to set up a VoIP solution if the LAN lines are down. The priority will be for internal communications so we could use the Exchange Store and Communicator or NetMeeting to setup computer-to computer phone calls (using headphones). Other solutions we could offer would be Skype and this would allow outside communications, the issue is we may not have the needed bandwidth so the focus needs to be intra-company communications first.</p>		

In non-disaster situations we will contact each department and/or company as needed to solve issues.

Information Systems - Emergency Contacts
 Dan Scott: Home 641-2496, Cell 642-7116
 Matt Meyer: 658-3136, Cell 760-1848
 Ryan Bryant: Home 892-0369, Cell 760-0846
 Kevin Meeker: Home 658-2283, Cell 760-0617
 Lee Bedell: Cell 760-3430

At all levels of disaster we are likely to always need a minimum of one or two 24 port Hewlett Packard (HP) switches, one Cisco 1650 or better router, and one Dell server. At levels II and III these numbers could increase considerably but we would still contact the same vendors. We will utilize VMWare and its ability to run multiple servers on a small hardware platform.

Temporary Solution in Catastrophe
 Building Cost - \$1,600 - \$2,000 per Month
 Dell Server Cost (Each): \$4,000 - \$15,000
 Dedicated UPS (Each): \$22,000
 Dedicated AC (Each): \$18,000
 Desktop Cost (Each): \$1,000 - \$2,500
 Cisco Router and Peripheral Cost (Each): \$3,000 - \$7,500
 T1, MPLS Cost (Each) - \$850 - \$1,400
 HP Switch (Each): \$400 - \$700
 Backup/Tape Media/Hard Drive Solution: \$10,000 - \$18,000
 Cables, RJ45's, UPS, etc: \$500 - \$3,000
 Tables, Chairs, Desks, Racks - \$3,000
 New software would be ordered with the Server or Desktop as required

CDW is our vendor in all cases except for desktops and servers, their number is: (877) 325-7017, **Customer #:** 2147381. Dell's contact number is: (800) 879-3355, **Customer #:** 5009572. Datavault (Tape Media Storage) Contact: (559) 264-4607, **Customer #**192

Take inventory of damaged client equipment.
 Order new equipment through appropriate channels. It may be necessary to purchase some or all equipment with a credit card in the Bay Area if usual methods take too much time.

Has the server complex been completely destroyed?

No

Yes

Take an inventory of damaged client and server equipment. See disaster recovery manual for a list of minimum server equipment to purchase. Call Datavault in Fresno to have backup tapes delivered. Order new equipment through appropriate channels. It may be necessary to purchase some or all equipment with a credit card in the Bay Area if the usual methods take too long.

Have all other remote sites been destroyed?

Yes

Yes

No

Set up a new server complex at an appropriate building. Use T1's and Frame Relay Links to connect other sites. You may even need to use BRI connections. Contact Sprint at (800) 877-5045 to establish the connections if our CO in Oakhurst is not able to establish the connections.

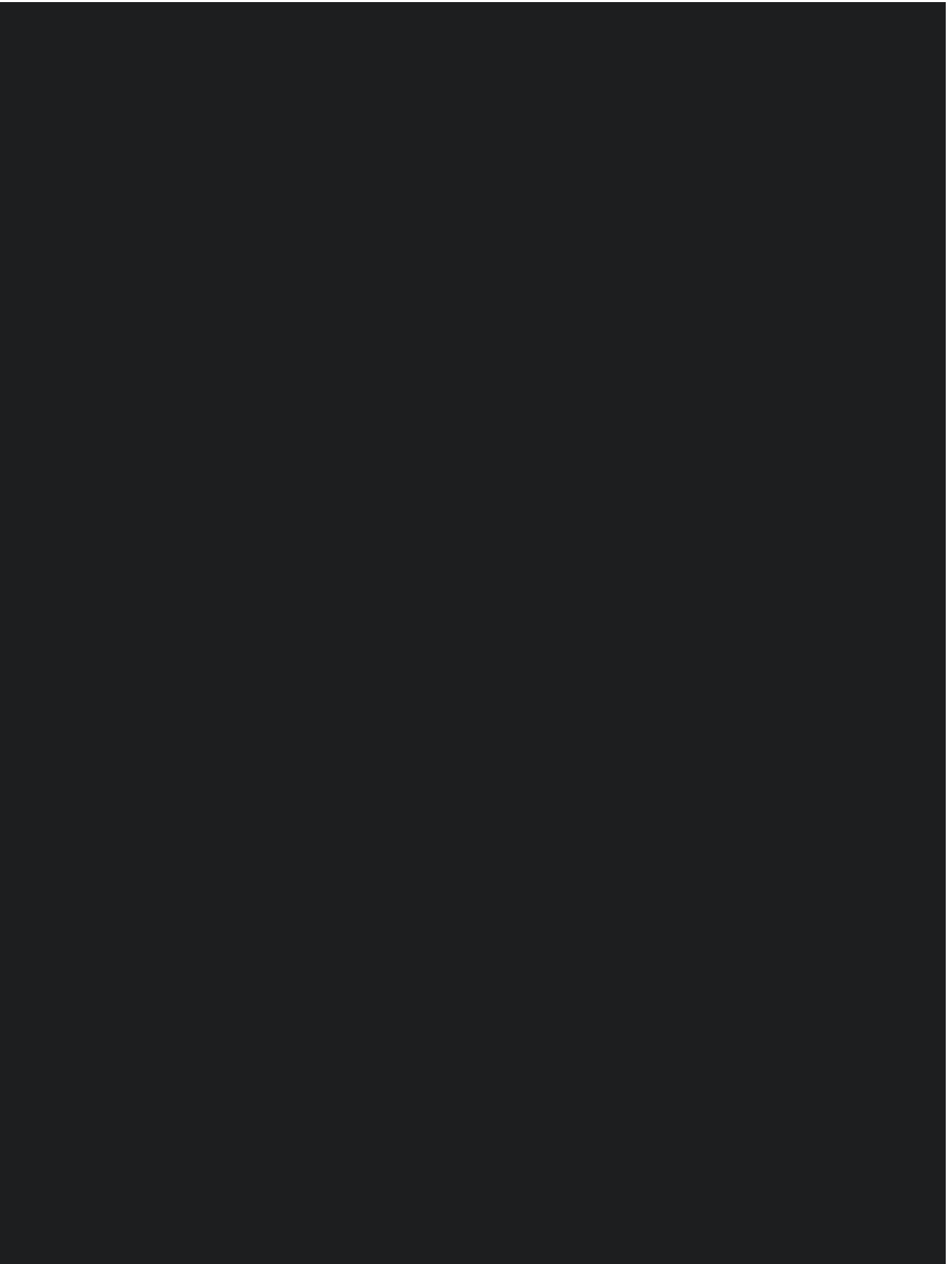
Set up a new server complex at one of the following sites: HQ, Parkway Chapel Hill, Oakhurst BC, Mariposa BC, GSC MTSO, GSC Sales. If all of this fails find an appropriate building to build a new server complex. Use T1's and Frame Relay Links to connect other sites. You may even have to use BRI connections. Contact Sprint at (800) 877-5045 to establish the connections if our CO in Oakhurst is not able to establish the connections.

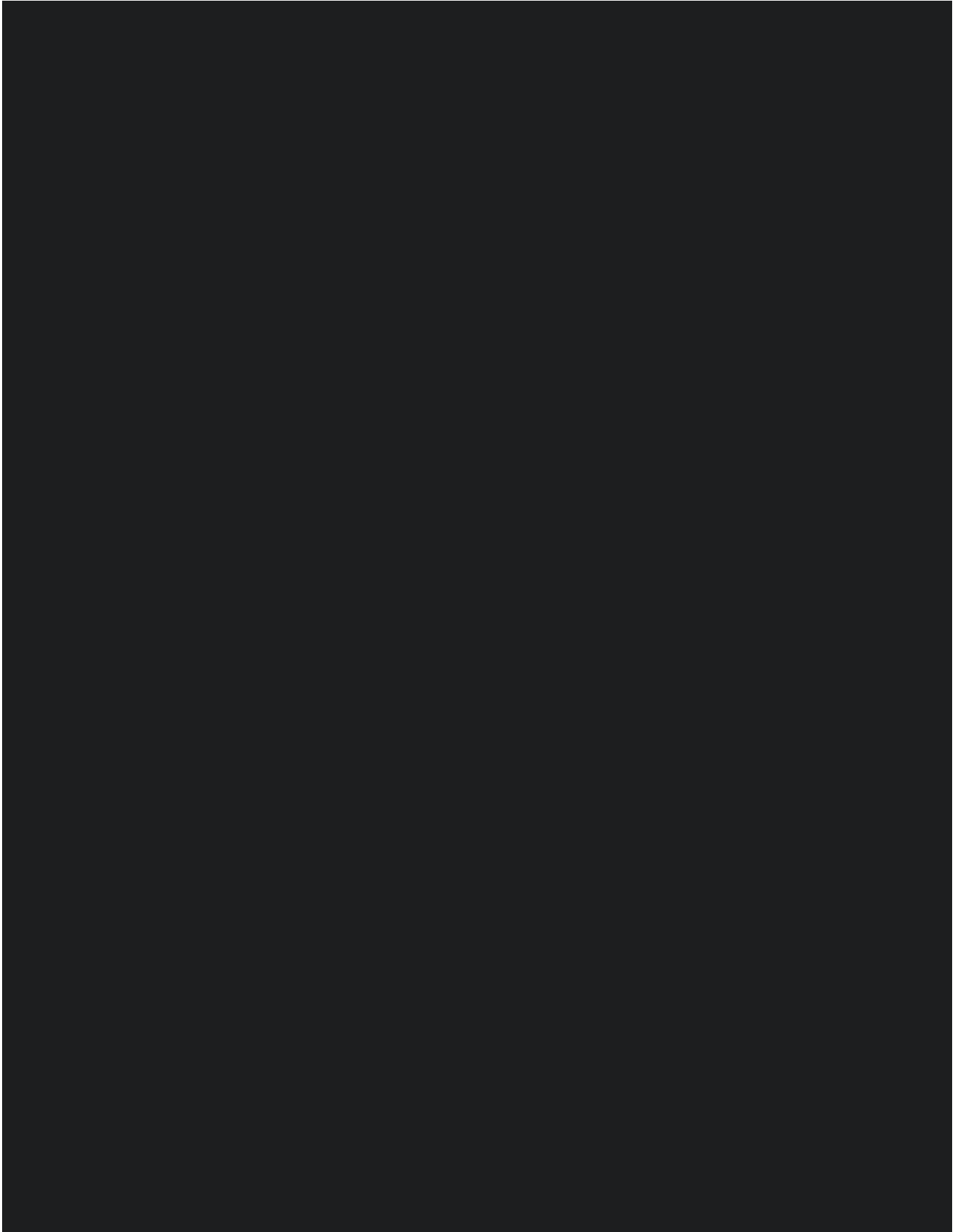
Has the Parkway building been destroyed? Or the HQ building if the Parkway building is destroyed.

No

Set up new a server complex and equipment at either HQ or the Parkway site if it is available. This will allow us to take advantage of other server complexes including AC systems, security system, and UPS system. This will also give an immediate fiber link connection to HQ (or parkway) to STL. Restore and rebuild servers using recovery data and spare servers. Request installations of WAN's where needed. As a possible workspace solution we might want to consider contracting a company capable of leasing trailer spaces to us (such as Agility Recovery) to house employees or workstations until more permanent floor space can be found or built. Order dedicated AC units and UPS. Setup critical workstations.







23.13 PURCHASING

POSSIBLE LOCATIONS:

- Lower Equipment Yard at Rd 425B
- Bootjack Central Office

EQUIPMENT NEEDED:

Assuming Central Office Switch is functional and Network is operational.

- FAX MACHINE – 1 – any type
- TELEPHONES - 4 - any type, one line each
- COMPUTERS - Minimum of 1 – tower or wireless laptop
- PRINTERS - 1 – any type
- FORKLIFT – 1
- Forms, office supplies, chairs, and access to the network

EQUIPMENT NEEDED:

Assuming Central Office Switch is not functional and Network (HP/ NT) is not operational, but also assuming that recovery of switching/networking capabilities would occur within a relatively short period of time.

- TELEPHONES - Cellular Telephones or 2 Way radios or Citizens Band Radios (each crew currently has a cell phone assigned to them).
- COMPUTERS - Minimum of 1 tower or wireless laptop
- PRINTERS - 1 laser printer
- FORK LIFT – 1
- Forms, office supplies, desks or tables and chairs.

PERSONNEL:

- All available Department Personnel

Supervisor to “float” as needed. Force requirement (or availability) could be 50% less depending upon the severity of the emergency/disaster situation.

APPROXIMATE COSTS:

- Personnel costs (including overtime) could range from \$2500 to \$4000 per day
- Equipment costs - computer, printer, fax - \$5,000 to \$10,000

24 APPENDIX A – EMERGENCY CONTACTS, KEY RESOURCES AND KEY PERSONNEL

Emergency Contacts

Emergency Contacts	Main Number
Emergency Designated Single Point of Contact for Sierra Telephone	559-683-2119
CAL-OSHA, Fresno Office	559-455-5302
CAL-COM	916-567-6700
Federal Emergency Management Association FEMA	800-427-2354
Madera County Health Department	559-675-7893
Madera County Sheriff Department	
Madera Office	559-675-7770
Oakhurst Office	559-642-3201
Mariposa County Health Department	209-966-3689
Mariposa County Sheriff Department	209-966-3615
Office of Emergency Services OES	559-600-3357
Red Cross	559-455-1000

Key Resources

Resource	Main Number
Family Call-In Line (Recording)	559-683-1040
Food Provider – Pioneer Market	209-742-6100
Food Provider – Raley’s	559-683-8300
Insight Employee Assistance Program	559-226-7437
Lodging – Best Western	559-683-2378
Madera Private Security Patrol	559-662-1546
Shelter - Bootjack Stompers Hall	209-966-9416
Shelter - Oakhurst Community Center	559-683-3940
Workers Comp Insurance – The Hartford	800-526-1611

25 APPENDIX B – GETS AND WPS EMPLOYEE LIST

Government Emergency Telecommunications Service (GETS) provides National Security/Employee Preparedness (NS/EP) personnel a high probability of completion of their phone calls when normal calling methods are unsuccessful. GETS is used in an emergency or crisis situation when the PSTN is overloaded and the ability to complete a call by normal means is significantly decreased. Subscribers can call via landline or by utilizing the PTS dialer app on a smart phone.

Wireless Priority Service (WPS) is a method of improving connection capabilities for a limited number of authorized NS/EP cell phone users. In the event of congestion in the wireless network, an emergency call using WPS will wait in queue for the next available channel. WPS calls do not preempt calls in progress or deny the general public's use of the radio spectrum.

GETS AND WPS EMPLOYEE LIST

Name	Title	Service Type	WPS Phone#
Laura N.	Public Relations Supervisor	GETS	N/A
Michelle P.	Human Resources Manager	GETS & WPS	559-760-5800
Tom P.	Human Resources/ Safety	GETS	N/A
Dan R.	Customer Care Manager	GETS	N/A
Eyan L.	Bldg Maint/Environmental Supvr	GETS	N/A
Mark M.	Auto Fleet & Bldg Maint Mgr	GETS & WPS	559-760-4635
Unassigned	Senior Automotive Tech	GETS	N/A
Automotive Department	Mechanic	GETS	N/A
Automotive Department	Mechanic	GETS	N/A
Kenny C.	Purchasing & Supply Coordinator	GETS	N/A
Kevin B.	Customer Care Supervisor	GETS & WPS	559-760-2527
Robert G.	Vice President/General Manager	GETS & WPS	559-676-8350
Carl D.	Central Office Supervisor	GETS	N/A
Joe E.	Engineering Supervisor	GETS	N/A
Al B.	Finance Director	GETS & WPS	559-676-6072
Unassigned	Regulatory Analyst	GETS	N/A
John H.	Facilities Services Manager	GETS & WPS	559-658-1369
Cindy H.	President	GETS & WPS	559-760-1919
Kristi K.	Regulatory Accountant	GETS	N/A
Linda L.	Regulatory Analyst	GETS	N/A
Michael M.	Operations Manager	GETS & WPS	559-658-1370
Debbie P.	Special Projects Manager	GETS & WPS	559-760-7154
Dan S.	Information Systems Manager	GETS	N/A
Bryan S.	Plant Engineering Manager	GETS	N/A
David S.	Cable Maintenance/ Splice Supvr	GETS	N/A
Anthony S.	Central Office Supervisor	GETS	N/A
Dennis W.	Central Office Manager	GETS & WPS	559-658-1068

The Company also has a satellite phone (88-162-244-9198) that is located in the President's Office.

26 APPENDIX C – ALTERNATE ANSWER FOR 911 AND PSAPS

ALTERNATE ANSWER ARRANGEMENTS FOR 9-1-1 PUBLIC SAFETY ANSWERING POINTS (PSAPs) SERVED BY SIERRA TELEPHONE

Alternate answer service arrangements allow Public Safety Answering Points (PSAPs) to switch their 9-1-1 calls to another PSAP in the event that a physical evacuation is necessary or failure of their 9-1-1 premises equipment.

There are two PSAPs served by Sierra Telephone

Mariposa County Sheriff Office 4963 10th Street Mariposa, CA 95338 PSAP Manager: Sheriff Jeremy Briese Dispatch: 209-966-3614	CAL FIRE For Madera, Mariposa and Merced Counties 5366 Highway 49 N Mariposa, CA 95338 PSAP Manager: Chief Steve Ward Dispatch 209-966-3621
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There is a reciprocal arrangement between the Mariposa County Sheriff Office and the Yosemite National Park PSAP that allows each PSAP to answer the calls for the other in case of an emergency. There is also a reciprocal arrangement between CAL FIRE locations.

Current alternate answer arrangements:

PSAP	Alternate Answers to:	Location of Activation Switch
Mariposa County Sheriff Office	Yosemite National Park PSAP	Yosemite National Park PSAP
Yosemite National Park PSAP	Mariposa County Sheriff Office	Mariposa County Sheriff Office
CAL FIRE for Madera, Mariposa and Merced Counties	CAL FIRE for Fresno County	CAL FIRE in Fresno

PSAP personnel at the evacuating location must call and ask the personnel at the alternate location to “flip the switch” in order for the service to be activated.

The customers have been instructed to run monthly tests to verify that their alternate answer arrangements are properly working.

Contact Number List:

PSAP Name	24 hour Contact Number
CAL FIRE for Fresno County	559-294-2009
CAL FIRE for Madera, Mariposa, and Merced Counties	209-966-3621
Mariposa County Sheriff PSAP	209-966-3614
Yosemite National Park PSAP	209-379-1992

REROUTE INFORMATION:

In the event of a major outage that is expected to last for an extended period of time, 9-1-1 calls may be rerouted through tandem translations to a different PSAP that is served by that tandem.

This could be used if Sierra Telephone calls are getting to the tandem but cannot get to the correct PSAP. To initiate the tandem translations request Sierra Telephone must contact AT&T California’s Major Accounts Repair Center at **1-800-540-8121**. Ask to speak to a supervisor for this type of request.

REMOTE CENTRAL OFFICE ISOLATION:

If a remote central office goes into stand-alone status, callers receive a fast busy condition if they dial 9-1-1. At the PSAP’s request Sierra Telephone can reroute calls to another seven-digit number served by the same central office at a different location that is manned by the PSAP personnel. This location is required to be manned 24 hours/7 days a week. Sierra Telephone

Central Office personnel will complete this request. Contact the following Central Office personnel for assistance:

<u>Central Office Employee Assistance</u>	<u>Telephone Number</u>	
Dennis W.:	Office Number	559-683-2482
	Cell Number*	559-658-1068
Michael M.:	Office Number	559-683-2462
	Cell Number *	559-658-1370

The information in Appendix B is from the Regulatory Department Yellow Binder and is considered confidential for Sierra Telephone employee use only to reroute 9-1-1 traffic.

* Please do not leave voicemail messages on cell numbers due to spotty reception of services home sites.

27 APPENDIX D – PRIORITY RESTORATION LIST

Special Access Circuits with TSP				
SIERRA LEASE LINE #	AT&T CKT ID	CARRIER CKT ID	END-USER CUSTOMER	TSP AUTHORIZATION CODE
MLL0152	N/A	N/A	PG&E	TSP0F4VHP-03
MLL0163	88HCGS535146PT	DHEC/721707/IATI	Mariposa Co Sheriff	TSP0JGCV7-03
SLL0359	88HCGS535385PT	IQLMSDBVRUMB01	DHS ICE	TSP0HMX41-02
SLL0164	88UGXS000026-001PT	N/A	PG&E	TSP03VHPB-03
Voice Line Priority				
BRANCH OF SERVICE	COUNTY	SITE LOCATION	ENTITY	TELEPHONE NUMBER
PSAP	Mariposa	MMPA	911 PSAP - Mariposa County Sheriff	9-1-1 or (209-966-4911 NP)
PSAP	Mariposa	MCF1	911 PSAP - Cal Fire Mariposa	9-1-1 or (209-966-3230 NP)
FIRE	Madera	ONF1	CA State Dept of Forestry, Ahwahnee Fire Station	9-1-1 or 559-683-4844
FIRE	Madera	OKHR	Madera Co Fire Station 12, Oakhurst	9-1-1 or (559-683-4808 NP)
FIRE	Madera	OYA1	CA State Dept of Forestry, Coarsegold Forest Fire Station	9-1-1 or 559-683-4823
FIRE	Madera	RYMN	CA State Dept of Forestry, Raymond	9-1-1 or 559-689-3332
AMBULANCE	Madera	OKHR	Sierra Ambulance Service	9-1-1 or 559-642-0650
LAW ENFORCEMENT	Madera	OKHR	Madera Co Sheriff, Oakhurst	9-1-1 or 559-642-3201
LAW ENFORCEMENT	Madera	OKHR	California Highway Patrol	9-1-1 or 559-658-6590
FIRE	Mariposa	MGN1	CA State Dept of Forestry, Catheys Valley	9-1-1 or 209-966-3413
FIRE	Mariposa	MMPA	CA State Dept of Forestry, Madera-Mariposa Ranger Hdqtr	9-1-1 or 209-966-3622
LAW ENFORCEMENT	Mariposa	MMPA	Mariposa Co Sheriff's Dept	9-1-1 or 209-966-3615
LAW ENFORCEMENT	Mariposa	MMPA	California Highway Patrol	9-1-1 or 209-966-3656
HOSPITAL	Mariposa	MMPA	John C Fremont Hospital	209-966-3631
AMBULANCE	Mariposa	MMPA	Mercy Ambulance	209-966-5762
COMMUNICATION	Mariposa	MMPA	KRYZ Community Radio	209-742-7465
COMMUNICATION	Mariposa	MMPA	KRYZ Community Radio	209-742-0065
Special Access Circuits without TSP (Voluntary Prioritization)				
SIERRA LEASE LINE #	AT&T CKT ID	CARRIER CKT ID	END-USER CUSTOMER	
SLL0481		CVIN-10045-B5B5	STI (ETS TO CVIN)	
MLL0221			STI (TO BOOKJACK DSL ASCP)	
SLL0569			STI (TO BOOKJACK DSL ASCP)	
SLL0544			STI (ETS TO CVIN- FAIRMEAD)	

28 APPENDIX E - 911 CAL- OES FORM TDE 281 OUTAGE NOTIFICATION INFORMATION

Depending on the type of outage, the following process will be completed by Outside Plant or Central Office Managers, as appropriate:

What: Outage report filed electronically via email to California Governor's Office of Emergency Services (Cal OES)

When: Within sixty (60) minutes of discovery of the outage and every six (6) hours until restored

Why: To improve outage reporting in rural and semi-rural communities

Overview: SB-670 Telecommunications: community isolation outage: notification provides regulations requiring telecommunications providers to report any outages limiting a customer's ability to make 911 calls or receive emergency notifications.

Thresholds for reporting are as follows:

- Any voice outage that lasts at least 30 minutes and potentially affects:
 - A. At least 100 end-users in a single ZIP code, or
 - B. At least 50% of end-users in a ZIP code with fewer than 100 end-users

All outage notifications will be sent to California Governor's Office of Emergency Services (Cal OES) within sixty (60) minutes of discovery and updated every six (6) hours until service is restored. Cal OES will then notify the applicable county office of emergency services, the sheriff of any county, and any public safety answering point affected by the outage.

All reports sent to Cal OES will include the following information:

- Service Provider contact name,
- Contact phone number- staffed
- Description of the estimated area affected (Community name)
- Approximate communities affected (ZIP code)

Additional information is available at:

https://oal.ca.gov/emergency_regulations/recent_actions_taken_on_emergency_regulations/

29 APPENDIX F - EMERGENCY DISASTER DECLARATION REPORTING AS IDENTIFIED IN CPUC DECISION 19-08-025

Emergency Disaster Relief Program Outreach Plan

Sierra Telephone Company, Inc. ("Sierra Telephone") is prepared to notify customers of the mandated protections set forth in O.P.3 of D.19-08-025 in the event of a disaster as to which the Governor of California or the President of the United States declares a State of Emergency under a covered emergency declaration.

O.P. 3 of D. 19-08-025 sets forth the following protections to be provided for customers of communications providers in the event of such a declared disaster affecting the communications services provided by Sierra Telephone to its customers:

1. Waiver of one-time activation fee for establishing remote call forwarding, remote access to call forwarding, call forwarding features and messaging services;
2. Waiver of the monthly rate for one month for remote call forwarding, remote access to call forwarding, call forwarding, call forwarding features, and messaging services;
3. Waiver of the service charge for installation of service at the temporary or new permanent location of the customer and again when the customer moves back to the premises;
4. Waiver of the fee for one jack and associated wiring at the temporary location regardless of whether the customer has an inside wiring plan;
5. Waiver of the fee for up to five free jacks and associated wiring for inside wiring plan customer upon their return to their permanent location; and
6. Waiver of the fee for one jack and associated wiring for non-Plan customers upon their return to their permanent location.

Pursuant to O.P.8, Sierra Telephone is prepared to communicate the emergency customer protections available to impacted residential and small business customers in its service territory before and during a qualifying disaster. Communications will provide for outreach in English, Spanish, Chinese (including Cantonese and Mandarin), Tagalog, and Vietnamese. In addition, information about customer protections are made available in accessible formats for customers with disabilities impacting their ability to use standard forms of communications.

In the event that the emergency disaster relief protections are triggered in Sierra Telephone's service area, the following outreach activities will be undertaken to provide information through the following means regarding what will be provided pursuant to O.P. 3 of D.19-08-025:

- 1) <https://www.sierratel.com/> -- A dedicated webpage will set forth the emergency relief protections available to impacted customers. This page will be continually available on an ongoing basis. The webpage will provide access to the information about the emergency relief protections in compliance with the accessibility requirements.
- 2) Bill Inserts -- Information containing the emergency protections available to Sierra's customers will be sent out annually.
- 3) What's Available Notice --The annual "What's Available Notice" mailing to subscribers will include information about the emergency disaster relief measures required by O.P. 3 of D.19-08-025.

- 4) Telephone Directory -- The emergency disaster relief measures are included in the "Important Information" blue-pages section of Sierra Telephone's telephone directory.
- 5) Local Newspaper – The emergency disaster relief measures are published annually in the local newspaper that serves Sierra Telephone's customers.
- 6) Community Outreach -- Information containing the emergency protections available to Sierra's customers will be handed out at each community outreach event.
- 7) Social Media Posts -- Information containing the emergency protections available to Sierra's customers will be posted on Sierra Telephone's Facebook page.

30 APPENDIX G – NETWORK OUTAGE REPORTING SYSTEM (NORS)

OUTAGE COORDINATOR LIST

Bryan S. - Outage Coordinator	Office: 559-642-0608	Cell: 559-760-3363
Dennis W. - Back-up Coordinator	Office: 559-683-2482	Cell: 559-658-1068
Carl D. - Back-up Coordinator	Office: 559-683-2467	Cell: 559-658-1969
Anthony S. - Back-up Coordinator	Office: 559-683-2463	Cell: 559-676-8441
Kristi K. - NORS Notification & Initial Report	Office: 559-642-1488	

OUTAGE REPORTING GUIDELINES

Information Required																
1. FCC NORS CPUC (file concurrently with NORS) Copy of NORS Report	Type of Service Affected (Voice, 9-1-1)	Start Date/Time End Date/Time	Number of Affected Users	Description of Incident	Duration	Reason Reportable	Geographic Area	Affecting OC3	Outage Resolution	Preventative Procedures	Description of the cause of outage	Direct Cause	Root Cause	Contributing Factors	Equipment that failed	Methods used to restore service
2. CPUC GO 133-D Copy of NORS Report	Type of Service Affected (Voice, 9-1-1)	Start Date/Time End Date/Time	Number of Affected Users	Description of Incident	Duration	Reason Reportable	Geographic Area	Affecting 10% of users	Affecting OC3	Outage Resolution	Preventative Procedures					
3. FCC Form 481 Copy of NORS Report	Type of Service Affected (Voice, 9-1-1)	Start Date/Time End Date/Time	Number of Affected Users	Description of Incident	Affecting 10% of users	Multiple Study Areas Affected	Outage Resolution	Preventative Procedures								
4. Cal OES Community Isolation Outage Notification Report Type (Initial Report, Update or Final) Update every 6 hours until restored	Point of Contact Information - use 24/7 contact	ZIP code(s)/ locality affected	Type of Service Affected (Wireless, Wireline, VOIP)	Report Date/ Time	End Date/Time	Number of Affected Users	Date/ Time outage discovered	Start Date/Time	Additional Details							

OUTAGE REPORTING THRESHOLDS

FCC NORS:

Effects at least 900,000 user minutes, excluding T-1s and ETS

Effects at least 1,350 DS3 minutes

Effects a 9-1-1 PSAP

CPUC GO 133-D:

Outages that are NORS reportable

FCC Form 481:

Voice Telephone Service:

10% of end users affected, excluding official lines and limited service

Effects a 9-1-1 PSAP

Broadband Service:

10% of end users affected

CPUC D. 16-12-066*

Effects at least 90,000 user minutes

*The CPUC Communications Division is developing a report format. The outage should be reported to the Communications Division and the California State Warning Center of the California Office of Emergency Services (OES) within 60 minutes after the discovery.

OUTAGE REPORTING TO THE FCC AND CPUC

Procedure: OUTAGE REPORTING TO THE FCC AND CPUC

Frequency: As needed in response to qualifying outages

Point of Contact: Outage Coordinator or Backup Outage Coordinator

The steps to take if an outage occurs meeting the FCC criteria:

Step 1 – File the **Notification** Report through the NORS system **within 120 minutes** of the outage.

The Notification should include:

1. the name of the reporting entity;
2. the date and time of onset of the outage;
3. a brief description of the problem;
4. services affected;
5. the geographic area affected by the outage; and
6. a contact name and telephone number the FCC can use to contact the reporting company.

Step 2 – File the **Initial** Report **no later than 72 hours** after discovery of the outage. The Initial Report shall contain the all the information from the Notification and all available pertinent information submitted in good faith about the outage.

Step 3 – File the **Final** Report with the FCC through the NORS system **no later than 30 days** after discovery of the outage. The Final Report shall contain all pertinent outage information, including any information that was not contained in, or that has changed from what was provided in the Initial Report. All of the information in the Notification should also be included.

NORS:

Log into NORS

1. Go to the FCC Homepage: fcc.gov.
2. Select **Browse by CATEGORY**.
3. Select **Licensing & Databases**.
4. Select **NORS** (opens NORS Homepage).
5. Select NORS link.

Note: Alternate to Steps 1-5: insert <https://www.fcc.gov/network-outage-reporting-system-nors> in browser to navigate to the NORS Homepage.

6. Sign-in using the NORS login link.

Logout of NORS

1. Select the User's name.
2. Select **Logout**.

Submit Report Notification

1. Select **Report Notification** from the left navigation links.
2. Select the company for which you are filing a notification if you belong to more than one company.
3. Enter information in required fields
4. Select **Submit Notification**.
5. Select **Yes** in "Confirm Submission of Notification Report" dialogue box.

Submit Initial Report

1. Select **NORS Outages** from the left navigation links.
2. Search and identify the applicable Notification from the List View (the Notification to update and submit as an Initial Report).
3. Click the ⓘ icon to open NORS Outage Report form.
4. Enter information in required fields.

5. Select **Submit Initial Report**.
6. Select **Yes** in “Confirm Submission of Initial Report” dialogue box.

Submit Final Report

1. Select **NORS Outages** from the left navigation links.
2. Search and identify the applicable Report from the List View (the Initial Report to update and submit as a Final Report).
3. Click the ⓘ icon to open NORS Outage Report form.
4. Enter information in required fields.
5. Select **Submit Final Report**.
6. Select **Yes** in “Confirm Submission of Final Report” dialogue box.

Save Report as a Draft

Note: Initial and Final Reports can be saved as Drafts until the reports are complete and ready to submit.

1. Select NORS Outages from the left navigation links.
2. Select **Update NORS Outages**.
3. Search and identify the applicable Report from the List View (the Report to update before submitting as an Initial or Final Report).
4. Select the ⓘ icon to open NORS Outage Report form.
5. Enter information in required fields.
6. Select **Save Draft**.
7. Select **OK** in “Saved as Draft” dialogue box.

Submit a Reopen Report Request for Final Notifications

1. Select **NORS Outages** from the left navigation links.
2. Search and identify the applicable Report from the List View (the Report to reopen).
3. Select the ⓘ icon to open NORS Outage Report form.
4. Select **Reopen Report**.
5. Enter information in required fields.
6. Select **OK** in “Request to Reopen Report” dialogue box.

Note: The request is sent to a NORS administrator for review.

Withdraw Report

1. Select **NORS Outages** from the left navigation links.
2. Search and identify the applicable Report from the List View (the Report to Withdraw).

3. Select the ⓘ icon to open NORS Outage Report form.
 4. Select **Withdraw Report**.
 5. Enter information in required fields.
 6. Select **Withdraw**.
 7. Select **Yes** in “Confirm Withdraw Report” dialogue box.
- Enter all of the pertinent information and include the contact information of the Outage Coordinator as the Primary Contact Person.
 - Any values provided in the numeric fields are considered to be the “best guess” and can be changed in the subsequent Initial and Final Reports.
 - Enter and submit the Notification report within 60 minutes of logging into the NORS software. The information is not stored the “Submit” button is selected.
 - A copy of the completed Notification can be save in Excel, pasted into an Excel, Word, or text file; or it can be printed using the File>Print commands.

CPUC Reporting:

Make a copy of the any NORS reports filed, Notification, Initial, and Final, and submit the copy to the CPUC.

NORS REPORT FORMAT

Attach the complete outage report to the email using one of the following file formats:

- a) **PDF (preferred option)**
- b) webarchive
- c) webpage complete
- d) HTML Only
- e) text file

EMAIL ADDRESS

Please submit all types of FCC NORS reports (notification, initial, final, and withdrawn) to the following email addresses:

1. **Communications Division:** telcoservicequality@cpuc.ca.gov
2. **Office of Ratepayer Advocates:** dratelcoserviceoutages@cpuc.ca.gov

SUBJECT LINE

The email subject line should be as follows: Name of the Company, Utility Number, the FCC Report Number, the type of NORS report, and the location of the incident. An example is below.

Sierra Telephone Company, Inc. (U-1234-C) FCC Report (Final) 16-xxxxxxx – Oakhurst, CA

- **The forms for the Notification, Initial, and Final Reports must be filled out in 60 minutes and submitted. If you do not hit the “Submit” button within 60 minutes, all your changes will be lost and you will have to start over (logon to NORS again).** The system gives a 10 minute warning. If you still need more time, save the file in NORS as a “**Draft**” and then reopen the draft.
- If there are technical impediments to using the Web-based system during the Notification stage, then a written Notification to the FCC by email (FCCoutage@fcc.gov), call 202-418-2448, or courier may be used, providing the required information.
- All hand-delivered Notification and Initial and Final Communications Outage Reports shall be addressed to:

Federal Communications Commission, The Office of Secretary
Attention: Chief, Public Safety & Homeland Security Bureau
445 12th Street, SW
Washington, DC 20554

31 APPENDIX H – CALIFORNIA UTILITIES EMERGENCY ASSOCIATION (CUEA)

EMERGENCY RESPONSE AND RESTORATION SUPPORT

CUEA Provides 24/7 Emergency Assistance to members, ensuring rapid access to both resources and Government Agencies during Emergencies. CUEA serves as the single point-of-contact for critical infrastructure utilities and the California Office of Emergency Service (Cal OES) and other Governmental Agencies before, during and after an event.

MUTUAL ASSISTANCE

Members take part in both Statewide and interstate Mutual Assistance Agreements with Washington, Oregon, Nevada and other Border States. Mutual Assistance Requests may include:

- Crews and Equipment
- Escorts & Access
- Materials

CUEA has the following Sierra Telephone employees listed as company contacts:

- Michael M.
- Dennis W.
- John HI

CUEA will accept assistance requests from any Sierra Telephone employee.

TO REQUEST ASSISTANCE, CONTACT:

Jenny Regino
California Utilities Emergency Association
916.845.8518 Office
916.709-6708 Cell
Jenny.regino@caloes.ca.gov

32 APPENDIX I – VENDORS AND SUPPORT CONTACTS

All vendors and support contacts will be listed here for quick access to any company, team or department.

Vendor Name	Contact	Phone Number	Support Information
Ahwahnee Heat & Air	Bill Kurtley	559-683-5597	
Alarm Center Support	SIS Support	407-345-1550	
Alarm Center Support	Business Systems	559-683-7777	
AmTelco Field Service service@amtelco.com	User: 2758 Code 27585	800-553-7679	
AT&T/PAC Bell		800-922-7742	
Best Power	Tom Davis	510-727-1045	
Best Power		800-356-5794	
CDW	Shane Gentzen, Account #: 2147381	877-325-7017	
Cisco		800-553-2447	
Data Vault		559-264-4607	
Dell	Bill Foster	512-513-3938	
Eaton Powerware	Lori Herd, Account Code 612310.97	919-870-3438	
JP Morgan Chase Bank	Crystal Carter	W: 619-687-2532 M: 619-606-6999	
Innovative Systems		605-995-6120	
Microsoft		800-426-9400	
Mountain Aire		(209) 683-2040	
PG&E		800-743-5000	24 Hours
Sprint	Brian Hardeman, Specialized Account Mgr	(404) 649-2460	
West Heating & Air	Alex West	559-683-5050	Cell: 559-642-8940
Zoom Copiers	Kim Waldie, Vice President/Sales	(559) 275-7086	

34 APPENDIX K – EMERGENCY DISASTER FORM

Incident/Disaster Form

Upon notification of an incident or disaster situation the responding Emergency Team Lead or the Incident Commander will make the initial entries into this form. It will then be forwarded to the Emergency Operations Center, where it will be continually updated. This document will be the running log until the disaster has ended and “normal business” has resumed.

TIME AND DATE

TYPE OF EVENT

LOCATION

BUILDING ACCESS ISSUES

PROJECTED IMPACT TO OPERATIONS

35 APPENDIX L – CRITICAL EQUIPMENT STATUS ASSESSMENT FORM

CRITICAL EQUIPMENT STATUS ASSESSMENT AND EVALUATION FORM

Recovery team: _____

<u>Equipment</u>	<u>[-----STATUS-----]</u>		<u>Comments</u>
	<u>Condition</u>	<u>Salvage</u>	
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Legend

Condition: OK - Undamaged
 DBU - Damaged, but usable
 DS - Damaged, requires salvage before use
 D - Destroyed, requires reconstruction

37 APPENDIX N – AGILITY RECOVERY AGREEMENT

Agility Recovery

- Office space with desks and chairs supporting up to 48 people. This can be adjusted quickly, as necessary.
- Emergency generator for the provided office space.
- Telephone and internet access provided with the office space.
- Up to 48 computers as well as five servers, printers, tape drives and fax.

Recovery Procedures

Sierra Tel has contracted with Agility Recovery to help us recover quickly in the event of an interruption. We have access to power, space, technology, and connectivity as well as expert advice and coaching for any type of interruption. The following section will outline the service offerings available with Agility as well as step by step recovery procedures to follow after an interruption.

Sierra Tel will follow the Disaster Declare Procedure outlined below to formally notify Agility of a disaster.

CALL AGILITY - 877-364-9393

If after 5 p.m. ET, you may either dial “1” to contact an Agility team member or call an alternative hotline number (888-242-3740 or 866-894-3336).

SPECIFY - (Alert or Declaration)

By engaging Agility in advance, both parties may strategize and prepare for the coming event. The alert stage is not a required part of declaring a disaster but allows for the possibility of gaining valuable advice, guidance, costs and timeframes from Agility in preparation for recovery.

- *Alert* – notifies Agility of a potential interruption.

- *Declaration* – Initiates the recovery process for any or all of the recovery elements for alternative power, workspace, technology, and connectivity. Sierra Tel will be provided with a detailed cost estimate and recovery timeline for approval, prior to recovery mobilization.

AUTHORIZE

Agility will provide guidance, suggested strategies, present costs and timelines to better inform Sierra Tel of all of our potential recovery options. No costs will be incurred until Sierra Tel has approved all estimated costs associated with recovery. This approval will be made by voice verification by an authorized employee of Sierra Tel on a recorded line by Agility at time of declaration.

38 APPENDIX O – PRESS RELEASE TEMPLATE AND SAMPLE

External Press Release Template

What: Head line one or two sentences about the incident. This is intended to grab their attention and to motivate them to read the entire release.

What, Where and Who: Time and date stamp. This paragraph describes the incident and where it occurred; who is impacted and what specific Sierra Tel services and infrastructure are diminished and or out of service. The purpose of this section is to provide the public an abridged summary of the incident; what infrastructure and services were damaged and who it affected.

When and How: A paragraph describing when Sierra Tel anticipates repairing the damaged infrastructure and how it will be accomplished. This section gives the public assurance that Sierra Tel is doing whatever it takes to restore services as quickly as possible.

Where: Sierra Tel has set-up a free Community Communication Center (CCC) at _____ located at _____

The CCC is equipped with free Wi-Fi, wired broadband, laptops, telephones and television.

Additional information and periodic updates are available on our web site www.sierratel.com, or by telephone at 559-683-4611, 209-966-3636 or 877-658-4611.

###

Press Release

Sample

Chukchansi Fire -Catastrophic Network Outage

The catastrophic fire and destruction of the Chukchansi Gold Resort and Casino has interrupted telephone and internet services throughout the Indian Lakes sub-division.

11:00 PM, July 4, 2016: Today's catastrophic destruction of the Chukchansi Gold Resort and Casino located at 777 Lucky Lane and an adjacent Grassland Fire covering 20 acres resulted in the destruction of critical Sierra Tel infrastructure serving the Indian Lakes area. Currently 777 homes are without Telephone and or Internet service.

The Sierra Tel Emergency Response Task Force is staged at the intersection of Road 417 and Highway 41 awaiting clearance from the Madera County Sheriff's Department to enter the impacted neighborhoods. A temporary Switch On Wheels (SOW), is on site ready for deployment if needed. Additional resources from neighboring Ponderosa Telephone Company are also in the staging area to provide mutual aid. Cellular Service in the Coarsegold area has also been interrupted due to a damaged Fiber Optic Cable.

Sierra Tel has set-up a free Community Communication Center (CCC) at the Red Cross Shelter located at Yosemite Lakes Community Church: 43840 Patrick Avenue in Yosemite Lakes Park, 559-658-7447. The CCC is equipped with free Wi-Fi, wired broadband, laptops, telephones and television.

Additional information and periodic updates are available on our web site www.sierratel.com, or by telephone at 559-683-4611, 209-966-3636 or 877-658-4611.

###

DATE	TIME	CONTACT NAME	INTERNAL DEPARTMENT	OUTSIDE AGENCY/SOURCE	MOBILE NUMBER

What facilities and services were diminished and to what extent:

DATE	TIME	CONTACT NAME	INTERNAL DEPARTMENT	OUTSIDE AGENCY/SOURCE	MOBILE NUMBER

Where and what type of assistance is available to those impacted:

--	--	--	--	--	--

<i>DATE</i>	<i>TIME</i>	<i>CONTACT NAME</i>	<i>INTERNAL DEPARTMENT</i>	<i>OUTSIDE AGENCY/SOURCE</i>	<i>MOBILE NUMBER</i>

Additional information:

<i>DATE</i>	<i>TIME</i>	<i>CONTACT NAME</i>	<i>INTERNAL DEPARTMENT</i>	<i>OUTSIDE AGENCY/SOURCE</i>	<i>MOBILE NUMBER</i>

Additional information:

--	--	--	--	--	--

<i>DATE</i>	<i>TIME</i>	<i>CONTACT NAME</i>	<i>INTERNAL DEPARTMENT</i>	<i>OUTSIDE AGENCY/SOURCE</i>	<i>MOBILE NUMBER</i>

Update:

<i>DATE</i>	<i>TIME</i>	<i>CONTACT NAME</i>	<i>INTERNAL DEPARTMENT</i>	<i>OUTSIDE AGENCY/SOURCE</i>	<i>MOBILE NUMBER</i>

Update:

40 APPENDIX Q – EMPLOYEE CARE AND WELFARE TEAM

Purpose

The purpose of the Employee Care and Welfare Team is to provide human resource related support services for company employees and their families.

Some employees may be required to return or stay at work during a declared emergency. Employees need to be prepared at home ahead of time by creating a family emergency plan. If at home, employees should attend to family needs, then respond according to their department emergency plan. Direct communication numbers allow the employee and Emergency Response Team to communicate their needs.

Employee/Family Call-In Line

559-683-0123

Depending upon the type and severity of the emergency, Employee Care and Welfare Team will determine, with assistance from Department Heads, what departments would benefit the most by direct assistance from the Employee Care & Welfare team.

Staffing the Employee Care & Welfare Team

The team needs to have a familiarity with the personnel files and systems. They will be trained on human resources issues, facility locations, and general operations of the company. They will coordinate some activities with the Human Resources Department, including Payroll, Warehouse for supply distribution, Central Office for communications, and others as needed.

Primary Contact for HR – Human Resources Manager

Alternate Contact for HR – Safety Administrator

Operations and Duties

Team members will ensure the availability of at least one person after hours for response. This person will be the “on call” lead for the Employee Care & Welfare function in the event of an emergency. These individuals are identified under Appendix E- Key Personnel.

Team members will be available 24 hours a day until Emergency Response is terminated by the Emergency Operations Center. They will function to ensure the care and safety of employees and their families.

This will include handling telephone calls, coordinating the delivery of supplies to family members or employees, assisting with everyday needs to ensure the comfort of employees while handling the company’s needs. This could include delivery of food, clean clothes, cell phones to improve communication between families, and any other needs or services.

Emergency Response Activities

The Employee Care & Welfare function will operate from the Human Resources Department unless it is not available, in which case it will function from the Emergency Operations Center. If

operating from an Emergency Operations Center, access to HR System information and Personnel Files would be needed.

The Human Resources staff will activate the Family Call-in Lines. Recorded messages will be placed according input from the Incident Commander on the current situation. Intranet, voice mail, Internet if operational, will be used for employee communication.

Messages will be forwarded to individual employees from family members using company communication systems (Cell Phones, Radios, or other technology available). Communication from those employees who are working to their families, will be relayed to the family members. EMPLOYEE CARE & WELFARE TEAM WILL NEED ACCESS TO ALL COMMUNICATION SYSTEMS USED TO TALK TO EMPLOYEES IN THE FIELD.

Employee Care & Welfare team will contact the Red Cross for assistance in assisting any displaced employee family members. 559-455-1000

Employee Care & Welfare team will coordinate with a pre-approved list of accommodations for those employees needed food and shelter.

Employee Care & Welfare will communicate employee pay policy and time reporting procedures for employees who will remain on work assignments. Verify with Accounting/Payroll they can perform needed activities to continue payment to working employees. For those who cannot work or only completed partial work shifts communicate payment plans and Leaves of Absence policy.

Administer the Workers Compensation program for any job related injuries. Coordinate paperwork and reporting procedures with the carrier. Evaluate any policy changes needed to temporary eliminate time consuming procedures for employees and families.

Serious injury reports will be reported to the Employee Care & Welfare team. Notification of family members will be handled immediately. Cal-OSHA reports will be made according to regulations.

Cal-OSHA 559-454-1295

Deer Oaks Employee Assistance Program will be initiated immediately for any crisis intervention needed by employees or family members.

Deer Oaks Employee Assistance Program 866-327-2400

Post Emergency Activities

- Human Resources staff shall follow-up with injured employees and with the families of any employees who may have been seriously injured.
- Maintain employee files and records.
- Assist as needed in compiling time cards and records for payroll.
- Assess processes for any changes that would make the Employee Care & Welfare program function and operate more efficiently.
- Participate in post emergency briefing and critique sessions.

Continue to provide post critical event Stress Debriefings as necessary. (EAP)

Resources	Telephone Number
Family Call-in Line (Recording)	559-683-1040
Employee Call-In Line	559-683-0123
Red Cross	559-455-1000
Federal Emergency Management Association FEMA	800-427-2354
Office of Emergency Services OES	559-445-5672
Travelers Workers Compensation Insurance	800-238-6225
Madera County Sheriff Department	559-675-7769
Mariposa County Sheriff Department	209-966-3614
Oakhurst Community Center – Shelter	559-683-3940
Bootjack Stompers Hall – Shelter	209-966-9416
NTCA	828-281-9000
California State Disability Program	800-480-3287

41 APPENDIX R – CONFIDENTIAL EMPLOYEE CONTACT INFORMATION

Name	Department	Phone	Email
Al B.	Accounting	559-642-0238	alb@stcg.net
Debra K.	Accounting	559-642-0328	debrak@stcg.net
Erin M.	Accounting	559-642-1380	erinm@stcg.net
Gary J.	Accounting	559-642-0497	garyj@stcg.net
Judi T.	Accounting	559-642-0233	judit@stcg.net
Kris R.	Accounting	559-642-0236	krisr@stcg.net
Cindy H.	Administration	559-642-0209	cindyh@stcg.net
Debbie P.	Administration	559-642-0204	debbiep@stcg.net
John B.	Administration	559-642-0258	johnb@stcg.net
Laura N.	Administration	559-642-1127	lauran@stcg.net
Michael M.	Administration	559-683-2462	mikem@stcg.net
Robert G	Administration	559-642-1178	robertg@stcg.net
Sandy M.	Administration	559-642-1642	sandym@stcg.net
Taylor M.	Administration	559-642-0261	taylorm@stcg.net
August K.	Automotive	559-642-0272	augustk@stcg.net
Gino C.	Automotive	559-642-0272	ginoc@stcg.net
Ian N.	Automotive	559-642-0272	iann@stcg.net
Mark M.	Automotive	559-642-0372	markm@stcg.net
Cindy D.	Billing Department	559-642-0245	cindyd@stcg.net
Denise V.	Billing Department	559-642-0241	denisev@stcg.net
Kristi M.	Billing Department	559-642-0498	kristim@stcg.net
Venus B.	Billing Department	559-642-0199	venusb@stcg.net
Adam C.	Building Maintenance	559-642-0270	adamc@stcg.net
Bill R.	Building Maintenance	559-642-0270	billr@stcg.net
Caleb C.	Building Maintenance	559-642-0270	calebc@stcg.net
Dan G.	Building Maintenance	559-642-0270	dang@stcg.net
Eyan L.	Building Maintenance	559-642-0274	eyanl@stcg.net
Greta H.	Building Maintenance	559-641-8013	gretah@stcg.net
Carl D.	Central Office	559-683-2467	carld@stcg.net
Eric T.	Central Office	559-683-2411	erict@stcg.net
Jack M.	Central Office	559-683-2490	jackm@stcg.net
Joseph C.	Central Office	559-683-2499	josephc@stcg.net
Leigh G.	Central Office	559-683-2478	leighg@stcg.net
Randy B.	Central Office	559-683-2477	randyb@stcg.net
Tim H.	Central Office	559-683-2460	timh@stcg.net
William I.	Central Office	559-683-2479	williami@stcg.net
Dennis W.	Central Office Administration	559-683-2482	dennisw@stcg.net

Glenn C.	Central Office Administration	559-683-2485	glennc@stcg.net
Anthony S.	Central Office Remote	559-683-2463	anthonys@stcg.net
Dale P.	Central Office Remote	559-683-2428	dalep@stcg.net
Donovan K.	Central Office Remote	559-683-2461	donovank@stcg.net
James D.	Central Office Remote	559-683-2491	jamesd@stcg.net
Bryan A.	Construction	559-642-0250	bryana@stcg.net
Castin E.	Construction	559-642-0250	castine@stcg.net
Chaz T.	Construction	559-642-0250	chazt@stcg.net
Daniel B.	Construction	559-642-0250	danielb@stcg.net
David B.	Construction	559-642-0293	daveb@stcg.net
Dominic G.	Construction	559-642-0250	dominicg@stcg.net
Harley H.	Construction	559-642-0250	harleyh@stcg.net
Jacoub M.	Construction	559-642-0250	jacoubm@stcg.net
Joshua G.	Construction	559-642-0250	joshuag@stcg.net
Kelly G.	Construction	559-642-0237	kellyg@stcg.net
Kris B.	Construction	559-642-0250	krisb@stcg.net
Mark A.	Construction	559-642-0250	marka@stcg.net
Nash E.	Construction	559-642-0250	nashe@stcg.net
Ray H.	Construction	559-642-0250	rayh@stcg.net
Ron A.	Construction	559-642-0250	rona@stcg.net
Tony T.	Construction	559-642-0250	tonyt@stcg.net
Travis D.	Construction	559-642-0250	travisd@stcg.net
Will W.	Construction	559-642-0250	willw@stcg.net
Wyatt W.	Construction	559-642-0250	wyattw@stcg.net
Angela S.	Customer Care	559-642-0222	angelas@stcg.net
Carrie P.	Customer Care	559-642-0205	carriep@stcg.net
Chris T.	Customer Care	559-642-0222	christophert@stcg.net
Christene A.	Customer Care	559-642-1647	christenea@stcg.net
Colleen S.	Customer Care	209-966-0312	colleens@stcg.net
Cynthia B.	Customer Care	559-642-0222	cindyb@stcg.net
Dan R.	Customer Care	559-642-0580	danr@stcg.net
Dana P.	Customer Care	559-642-0221	danap@stcg.net
Freda B.	Customer Care	559-642-0159	fredab@stcg.net
Jeremy F.	Customer Care	559-642-0222	jeremyf@stcg.net
Katrina T.	Customer Care	559-642-0599	katrinat@stcg.net
Keith A.	Customer Care	559-642-0222	keitha@stcg.net
Kevin B.	Customer Care	559-642-0714	kevinb@stcg.net
Kristen P.	Customer Care	559-642-0222	kristenp@stcg.net
Kyle K.	Customer Care	559-642-0222	kylek@stcg.net
Linda W.	Customer Care	559-642-0222	lindawo@stcg.net
Lindsey L.	Customer Care	559-642-0222	lindseyl@stcg.net

Nichole M.	Customer Care	559-642-0222	nicholem@stcg.net
Sanja D.	Customer Care	559-642-0305	sanjad@stcg.net
Shari A.	Customer Care	559-642-0212	sharia@stcg.net
Susan T.	Customer Care	559-642-0222	susant@stcg.net
Tamra C.	Customer Care	559-642-0306	tamrac@stcg.net
Andrew B.	Engineering	559-642-0338	andrewb@stcg.net
Brandon G.	Engineering	559-642-0621	brandong@stcg.net
Bryan S.	Engineering	559-642-0608	bryans@stcg.net
Elfie S.	Engineering	559-642-0260	elfies@stcg.net
Gene P.	Engineering	559-642-0268	genep@stcg.net
Jennifer N.	Engineering	559-642-0602	jennifern@stcg.net
Jim S.	Engineering	559-642-1337	jims@stcg.net
Joe E.	Engineering	559-683-2493	joee@stcg.net
Jordan B.	Engineering	559-642-1660	jordanb@stcg.net
Keasha B.	Engineering	559-642-0198	keashab@stcg.net
Larry C.	Engineering	559-642-0263	larryc@stcg.net
Lee L.	Engineering	559-642-0266	leejl@stcg.net
Lisa P.	Engineering	559-642-0262	lisap@stcg.net
Sandy S.	Engineering	559-642-0557	sandys@stcg.net
Shane L.	Engineering	559-683-2475	shanel@stcg.net
Vicki T.	Engineering	559-642-0550	vickit@stcg.net
Bodie W.	Facilities Services	559-642-0250	bodiew@stcg.net
Clayton B.	Facilities Services	559-642-0250	claytonb@stcg.net
Clayton B.	Facilities Services	559-642-0250	claytonbu@stcg.net
Colin K.	Facilities Services	559-642-0250	colink@stcg.net
Colt S.	Facilities Services	559-642-0250	colts@stcg.net
David S.	Facilities Services	559-642-0294	davids@stcg.net
Doug Y.	Facilities Services	559-642-0250	dougy@stcg.net
Joe L.	Facilities Services	559-642-0250	josephl@stcg.net
John H.	Facilities Services	559-642-0291	johnhe@stcg.net
JT P.	Facilities Services	559-642-0250	jamesp@stcg.net
Kirk S.	Facilities Services	559-642-0250	kirks@stcg.net
Ricky T.	Facilities Services	559-642-0250	rickyt@stcg.net
Steve H.	Facilities Services	559-642-0250	stevehe@stcg.net
Tom F.	Facilities Services	559-642-0250	tomf@stcg.net
Zach S.	Facilities Services	559-642-0250	zachs@stcg.net
Kim A.	Human Resources	559-642-0227	kima@stcg.net
Lisa M.	Human Resources	559-642-1403	lisamo@stcg.net
Michelle P.	Human Resources	559-642-0109	michellep@stcg.net
Tom P.	Human Resources	559-642-0292	tomp@stcg.net
Cyndi S.	Information Systems	559-642-0192	cyndis@stcg.net

Dan S.	Information Systems	559-642-1655	dans@stcg.net
David M.	Information Systems	559-642-0503	davidm@stcg.net
Dusty H.	Information Systems	559-642-0240	dustyh@stcg.net
Joe C.	Information Systems	559-642-0326	joec@stcg.net
Kevin M.	Information Systems	559-642-0563	kevinm@stcg.net
Lee B.	Information Systems	559-642-0320	leeb@stcg.net
Matt M.	Information Systems	559-642-1399	mattm@stcg.net
Richard R.	Information Systems	559-642-0600	richardr@stcg.net
Ryan B.	Information Systems	559-642-1332	ryanb@stcg.net
Susan N.	Information Systems	559-642-0707	susann@stcg.net
William S.	Information Systems	559-642-0103	williams@stcg.net
Matthew S.	Internet Operations Center	559-642-0618	matts@stcg.net
Patrick R.	Internet Operations Center	559-642-0615	patrickr@stcg.net
Shane M.	Internet Operations Center	559-642-0617	shanem@stcg.net
Terry H.	Internet Operations Center	559-642-0616	terryh@stcg.net
Janet B.	Purchasing	559-642-0723	janetb@stcg.net
Jim R.	Purchasing	559-642-0144	jimr@stcg.net
Kenny C.	Purchasing	559-642-0282	kennyc@stcg.net
Lee L.	Purchasing	559-642-0275	leel@stcg.net
Kristi K.	Regulatory	559-642-1488	kristik@stcg.net
Linda L.	Regulatory	559-642-0357	lindao@stcg.net

42 APPENDIX S – POST EMERGENCY

Business recovery and restoration is the goal after an emergency. We are committed to keeping people employed and our business running.

A debriefing will be held once the emergency is over and the company has restored service. A detailed evaluation from each of all affected facilities and departments should be available for review.

The Public Relations Team will be responsible for keeping the media informed.

Move items back to their original location and begin to clean up sites from damages. Keep detailed records of expenses and procedures that were used to get back to normal operations.

Continue to maintain liaison as needed with external agencies. Update resource list of vendors. Notify of address/location change.

If necessary, conduct follow up investigations for any injuries that occurred during the emergency. Arrange for counseling for employees if needed.