



Keith Krom
Assistant Vice President-
Senior Legal Counsel

AT&T Services, Inc.
1120 20th Street NW Ste. 1000
Washington, D.C. 20036

Phone: 202.463.4148
Fax: 202.463.8066
E-mail: kk1643@att.com

September 27, 2017

Via Electronic Submission

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and Vantage Telecom, LLC. The amendment extends the Local Wholesale Complete agreement in the states of Arkansas and Oklahoma. If you have any questions, please do not hesitate to contact me at (202) 463-4148.

Sincerely,

/s/ Keith Krom
Assistant Vice President-Senior Legal Counsel
AT&T Services, Inc.

AMENDMENT

BETWEEN

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
ARKANSAS AND AT&T OKLAHOMA**

AND

**VANTAGE TELECOM, LLC AND VANTAGE TELECOM, LLC D/B/A
NEWROAD TELECOM D/B/A PINNACLE TELECOM**

Signature: eSigned - William T. Stuckey

Signature: eSigned - William Bockelman

Name: eSigned - William T. Stuckey
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: President
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 21 Aug 2017

Date: 23 Aug 2017

Vantage Telecom, LLC and Vantage Telecom,
LLC d/b/a Newroad Telecom d/b/a Pinnacle

Southwestern Bell Telephone Company d/b/a AT&T
ARKANSAS and AT&T OKLAHOMA by AT&T
Services, Inc., its authorized agent

**AMENDMENT TO THE LOCAL WHOLESALE COMPLETE
COMMERCIAL AGREEMENT
BETWEEN
AT&T-21STATE
AND
VANTAGE TELECOM, LLC AND VANTAGE TELECOM, LLC D/B/A NEWROADS TELECOM**

This Amendment (the "Amendment") amends the Local Wholesale Complete Commercial Agreement (LWC) by and between AT&T-21STATE and Vantage Telecom, LLC and Vantage Telecom, LLC d/b/a Newroads Telecom (collectively "CARRIER"), hereinafter referred to collectively as the "Parties" and individually as a "Party", and shall apply in the States of Arkansas and Oklahoma.

WHEREAS, the Parties acknowledge and agree that the provisions set forth in this Agreement are not subject to and/or required by the Communications Act of 1934, as amended ("Act") including, without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties.

WHEREAS, Vantage Telecom, LLC d/b/a Newroads Telecom has changed its name to "Vantage Telecom, LLC d/b/a Newroads Telecom d/b/a Pinnacle Telecom" in the state of Arkansas, and wishes to reflect that name change as set forth herein.

WHEREAS, the Parties desire to extend the term of the Agreement, modify the pricing, and make additional changes as set forth below.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and Pricing Sheet (Exhibit A) immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "Vantage Telecom, LLC d/b/a Newroads Telecom" to "Vantage Telecom, LLC d/b/a Newroads Telecom d/b/a Pinnacle Telecom" in the state of Arkansas.
3. AT&T ARKANSAS shall reflect that name change from "Vantage Telecom, LLC d/b/a Newroads Telecom" to "Vantage Telecom, LLC d/b/a Newroads Telecom d/b/a Pinnacle Telecom" only for the main billing account (header card) for each of the accounts previously billed to Vantage Telecom, LLC d/b/a Newroads Telecom. AT&T ARKANSAS shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ARKANSAS's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Vantage affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Vantage Telecom, LLC d/b/a Newroads Telecom with AT&T ARKANSAS for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Vantage shall operate with AT&T ARKANSAS under the "Vantage Telecom, LLC d/b/a Newroads Telecom d/b/a Pinnacle Telecom" name for those accounts. Such operation shall include, by way of example only, submitting orders under Vantage, and labeling (including re-labeling) equipment and facilities with Vantage. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE

to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. Within the existing Agreement, where the expiration of the Term is listed as October 31, 2017, this date shall be amended and restated as October 31, 2020.
6. Section 11.15 of the General Terms and Conditions is hereby deleted.
7. Section 13.4 of the General Terms and Conditions is hereby amended and restated as follows:
 - 13.4 Service Center Dispute Resolution - The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form" located on CLEC Online at <https://clec.att.com/clec/hb/shell.cfm?section=200&hb=507>
5. Section 13.4.5 of the General Terms and Conditions is hereby amended and restated as follows:
 - 13.4.5 The Parties shall attempt to resolve Disputed Amounts thirty (30) to sixty (60) calendar days from the date the dispute is received (provided the Disputing Party furnishes all requisite information and evidence under Section 13.4 above). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
6. Section 3.1.13 of Attachment 2 – Local Wholesale Complete is deleted.
7. Section 4.1.1 of Attachment 2 – Local Wholesale Complete is hereby amended and replaced with the following:
 - 7.1.1 LWC is only available to Residential and Small Business POTS classes of service.
8. Sections 5.5.1.1, 5.5.1.2, 5.5.1.3 and 5.5.1.4 of Attachment 2 – Local Wholesale Complete are hereby deleted and replaced with the following Section 5.5.1.1:
 - 5.5.1.1 Notwithstanding that this Agreement may commit AT&T-21STATE to provide LWC to CARRIER for the Term, AT&T-21STATE may discontinue providing LWC or LWC in its current technological form and do so subject to any applicable regulatory requirements.
9. Attachment 10 - Service Assurance Plan along with its Exhibit 1 – Service Assurance Plan Business Rules are hereby deleted.
10. Section 1.3 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) is hereby amended and restated as follows:
 - 1.3 CARRIER's LWC End Users shall have the same ability to reach AT&T-21STATE OS and DA platforms as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates, including the following where technically feasible and available:
 - (a) Dialing "0" or "0+NPA-NXX-xxxx" and obtaining Operator Services, such as Operator-assisted dialing.
 - (b) Dialing "411" or "555-1212" and reaching Directory Assistance for purposes such as
 - (i) Retrieving a Published Telephone Number
 - (ii) DA Call Completion to a Retrieved Telephone Number
 - (iii) National Directory Assistance
 - (iv) Reverse Directory Assistance
 - (v) Business Category Search
11. Section 1.4 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) is hereby amended and restated as follows:
 - 1.4 CARRIER's LWC End User OS/DA calls shall be answered by AT&T-21STATE OS and DA platforms with the same priority as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates. Any technical difficulties in reaching the AT&T-21STATE OS/DA

platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE retail End Users served via that same AT&T-21STATE end office switch.

12. Section 2.2.1 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) is hereby amended and restated as follows:
 - 2.2.1 Operator Assistance. The individual originating a 0+ or 0- call from a LWCAL asks the operator to provide local and intraLATA dialing assistance for the purposes of completing calls, requesting information on how to place calls, or handling emergency calls.
13. Sections 2.2.2, 2.2.3, 2.2.4, 2.2.5 and 2.2.6 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) are hereby deleted.
14. Attachment 15 - Coin is hereby deleted.
15. The Parties hereby amend the Agreement's Pricing Schedule as set forth in Exhibit A to include revised LWC rates, remove LWC Coin services and rates, remove certain OS/DA services and rates and remove the Paper Bill Charge.
16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
17. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
18. AT&T-21STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.
19. The effective date of this Amendment shall be November 1, 2017.

PRICING SHEETS

EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LWC	AR	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Business (Effective 11/1/2017 - 10/31/2018)		U5RBX		\$38.00	\$0.00	\$0.00	per line
LWC	AR	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Business (Effective 11/1/2018 - 10/31/2019)		U5RBX		\$39.00	\$0.00	\$0.00	per line
LWC	AR	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Business (Effective 11/1/2019 - 10/31/2020)		U5RBX		\$40.00	\$0.00	\$0.00	per line
LWC	AR	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Residence (Effective 11/1/2017 - 10/31/2018)		U5RRX		\$32.00	\$0.00	\$0.00	per line
LWC	AR	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Residence (Effective 11/1/2018 - 10/31/2019)		U5RRX		\$33.00	\$0.00	\$0.00	per line
LWC	AR	LWCALRATE	Wholesale Complete-measured Line-Port with Loop-Residence (Effective 11/1/2019 - 10/31/2020)		U5RRX		\$34.00	\$0.00	\$0.00	per line
LWC	AR	OPTIONAL SERVICES	Privacy Manager per Port-Business		UKLBX		\$3.50	\$0.00	\$0.00	per port
LWC	AR	OPTIONAL SERVICES	Privacy Manager per Port-Residence		UKLRX		\$3.50	\$0.00	\$0.00	per port
LWC	AR	LWC USAGE	Originating		ZZUWC		\$0.002000	NA	NA	MOU
LWC	AR	LWC USAGE	Terminating		ZZUWC		\$0.002000	NA	NA	MOU
LWC	AR	LWC USAGE	MOU CAP		ZZUCC		1,500			
LWC	AR	OPTIONAL EAS FUNCTIONALITY	Line Class Code - One-way Optional Extended Area		OLKX		\$3.00	\$0.00	\$0.00	per line
LWC	AR	SERVICE ORDER CHARGES	Record Order for Wholesale Complete per Order		NRFWB		NA	\$7.50	\$0.00	per order
LWC	AR	SERVICE ORDER CHARGES	Manual Service Order Charge				NA	\$50.00	\$0.00	per LSR
LWC	AR	OTHER CHARGES	Service Order Expedite Request - per incident				NA	200.00	\$0.00	per incident
LWC	AR	OTHER CHARGES	Bill Inquiry (per claim)				NA	\$25.00	\$0.00	per claim
LWC	AR	OTHER CHARGES	Non-EFI (electronic funds interface/transfer)				NA	\$25.00	\$0.00	per incident
LWC	AR	OTHER CHARGES	Duplicate CABS Bill Charge				NA	\$25.00	\$0.00	per incident
LWC	AR	OTHER CHARGES	Flat Rate False Dispatch Charge				NA	\$75.00	\$0.00	per incident
LWC	AR	OTHER CHARGES	False Tech Dispatch				NA	\$75.00	\$0.00	per incident
LWC	AR	ALTERNATELY BILLED TRAFFIC	Accounts Receivable Discount Off Retail Tariff		280		0.00%	NA	NA	
LWC	AR	ALTERNATELY BILLED TRAFFIC	Billing & Collect Credit per message		280		\$0.05	NA	NA	per message
LWC	AR	DIRECTORY ASSISTANCE	Directory Assistance (DA) blended Rate for 1		ZZUO3		\$0.41	NA	NA	per call
LWC	AR	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC) per call		ZZUO7		\$0.15	NA	NA	per call
LWC	AR	DIRECTORY ASSISTANCE	National DA (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
LWC	AR	DIRECTORY ASSISTANCE	Business Search Category (BCS) per call		ZZUO8		\$0.65	NA	NA	per call
LWC	AR	DIRECTORY ASSISTANCE	Reverse Directory Assistance (RDA)		ZZUO8		\$0.65	NA	NA	per call
LWC	AR	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				\$2.00	NA	NA	per call
LWC	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance-Branding Initial/Subsequent Load		NRBDG		NA	\$1,800.00	\$1,800.00	per load
LWC	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance-Branding per Call		ZZUCB		\$0.030000	NA	NA	per call
LWC	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance -Rate Reference-Initial Load		NRBDL		NA	\$5,000.00	NA	per load
LWC	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance-Rate Reference-Subsequent Load		NRBDM		NA	\$1,500.00	NA	per load
LWC	AR	DIRECTORY LISTINGS	Non-List, No-Pub, Foreign, enhanced, additional, alternate or other special listing type							
LWC	AR	OPERATOR CALL PROCESSING	Operated Services-Fully Automated Call Processing (Per Completed automated call)		ZZUO1		\$0.15	NA	NA	per completed call
LWC	AR	OPERATOR CALL PROCESSING	Operator Services-Operator Assisted Call Processing (per work second)		ZZUO2		\$0.030000	NA	NA	per work second
LWC	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Branding Initial/Subsequent Load		NRBDG		NA	\$1,800.00	\$1,800.00	per load
LWC	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Branding - Per Call (Line # based. When unbundled switching is used or when more than one brand required on same trunk group)		ZZUCB		\$0.030000	\$0.00	NA	per call
LWC	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Rate Reference -Initial Load		NRBDL		NA	\$5,000.00	NA	per load

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LWC	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NRBDM		NA	\$1,500.00	NA	per load

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LWC	OK	SERVICE ORDER CHARGES	Manual Service Order Charge				NA	\$50.00	\$0.00	per LSR
LWC	OK	OTHER CHARGES	Line Class Code - One-way Optional Extended Area		OLKX		\$1.00	\$0.00	\$0.00	
LWC	OK	OTHER CHARGES	Service Order Expedite Request - per incident					200.00	\$0.00	per incident
LWC	OK	OTHER CHARGES	Bill Inquiry (per claim)				NA	\$25.00	\$0.00	per claim
LWC	OK	OTHER CHARGES	Non-EFI (electronic funds interface/transfer)				NA	\$25.00	\$0.00	per incident
LWC	OK	OTHER CHARGES	Duplicate CABS Bill Charge				NA	\$25.00	\$0.00	per incident
LWC	OK	OTHER CHARGES	Flat Rate False Dispatch Charge				NA	\$75.00	\$0.00	per incident
LWC	OK	OTHER CHARGES	False Tech Dispatch				NA	\$75.00	\$0.00	per incident
LWC	OK	ALTERNATELY BILLED TRAFFIC (ABT)	Accounts Receivable Discount Off Retail Tariff		280		0.00%	NA	NA	
LWC	OK	ALTERNATELY BILLED TRAFFIC (ABT)	Billing & Collect Credit per message		280		\$0.05	NA	NA	per message
LWC	OK	DIRECTORY ASSISTANCE	Directory Assistance (DA) blended Rate for 1		ZZUO3		\$0.41	NA	NA	per call
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LWC	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance -Rate Reference-Initial Load		NRBDL		NA	\$5,000.00	NA	per LSR
LWC	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance-Rate Reference-Subsequent Load		NRBDM		NA	\$1,500.00	NA	per claim
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LWC	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NRBDM		NA	\$1,500.00	NA	per load