

**Exhibit \_\_\_ (MV-10)**  
**Docket UT-053041**  
**Witness: Mark Vasconi**

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition of  
  
Intelligent Community Services, Inc.  
  
For Designation as Eligible  
Telecommunications Carrier Under  
47 U.S.C. § 214(e)(2)

DOCKET UT-053041

**EXHIBIT TO  
TESTIMONY OF**

**Mark Vasconi**

**STAFF OF  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

*Correspondence between ICS and Inland – Attachments to  
ICS Response to Commission Staff Data Request No. 2*

**July 18, 2008**

**INLAND TELEPHONE COMPANY**  
Corporate Offices

103 S. 2nd St.  
P.O. Box 171  
Roslyn, WA 98941

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**INLAND  
TELEPHONE**

Telephone: (509) 649-2211  
Fax: (509) 649-3300

June 9, 2005

Jeff Tilleman  
Vice President/General Manager  
Intelligent Community Services, Inc.  
1200 NW Naito Pkwy, Suite 200  
Portland, OR 97209

Re: Your Letter of May 27, 2005

Dear Mr. Tilleman:

I am in receipt of your letter of May 27, 2005. In your letter, you state that Intelligent Community Services, Inc. (ICS) requests negotiations of an interconnection agreement with Inland under Sections 251 and 252 of the Telecommunications Act of 1996 and that the letter constitutes a formal request for negotiations and triggers the timeline for negotiation and arbitration under the Act. Please be advised that Inland Telephone Company objects to your letter on a number of grounds.

First, your letter does not give any indication of what it is you are requesting to negotiate and does not, in Inland's view, constitute a bona fide request. From your letter, it is not possible to determine the nature of your request. Are you requesting the exchange of traffic? Are you requesting unbundled network elements? What is the nature of your request? Until that is known, it is impossible to consider your letter as a bona fide request.

Second, and most important, Inland Telephone Company qualifies as a rural telephone company as defined by the Telecommunications Act of 1996. As a rural telephone company, Inland is exempt from obligations under Section 251(c), including the obligation under Section 251(c)(1), the duty to negotiate. Inland asserts that rural exemption and will not negotiate terms of an interconnection agreement, unless what you are requesting is solely interconnection in the form of a traffic exchange agreement that would satisfy the obligations of Section 251(a) of the Act.

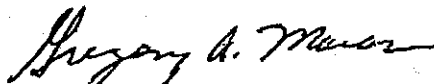
If you are requesting interconnection pursuant to Section 251(c) and Section 252, which it appears you are, since you are referring to the timeline

Jeff Tilleman  
June 9, 2005  
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for negotiation and arbitration, then Inland has no recourse but to assert its formal rights. That also means that any discussions must go through counsel. You are hereby instructed that if, in fact, you do not withdraw your letter of May 27, 2005, all further correspondence of any nature, written or verbal, must be directed to our attorney, Richard A. Finnigan. You may reach Mr. Finnigan at 2112 Black Lake Blvd. SW, Olympia, WA 98512, (360) 956-7001.

If, on the other hand, there is some confusion on your part as to what you would like to pursue, we might be able to discuss things. If you are planning to serve Suncadia and Inland is withdrawing from Suncadia, perhaps all that is needed is a traffic exchange agreement. We would be more than happy to talk to you about the terms of a traffic exchange agreement between non-competing providers. However, we are not willing to negotiate an interconnection agreement under Section 251 (c) and Section 252 that removes the rural exemption that is currently in place for Inland Telephone Company.

Sincerely,

  
Gregory A. Maras, Secretary  
Inland Telephone Company

cc: Richard A. Finnigan

LAWYERS



## Davis Wright Tremaine LLP

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February 8, 2007

### Via E-mail and U.S. Mail

Richard Finnigan  
Law Offices of Richard A. Finnigan  
2112 Black Lake Blvd. SW  
Olympia, WA 98512

Re: ICS Request for Negotiations with Inland Telephone

Dear Rick:

Following up on an issue that was discussed in WUTC v. Inland Telephone Company ("Inland"), Docket No. UT-050606, Intelligent Community Services, Inc. ("ICS") requests negotiations with Inland for an interconnection agreement.

ICS, at least for now, is willing to agree to disagree on whether such negotiations arise under Section 251 of the Telecommunications Act of 1996. ICS, however, is interested in more than just a traffic exchange agreement and seeks not just interconnection, but number portability, E911, and possibly resale provisions.

ICS is also willing to discuss rates, terms, and conditions for Inland to access the network within the Suncadia resort area.

Please contact me to discuss ICS's request.

Very truly yours,

Davis Wright Tremaine LLP

Gregory J. Kopta  
cc: Jeff Tilleman

Law Office of  
Richard A. Finnigan  
2112 Black Lake Blvd. SW  
Olympia, Washington 98512  
Fax (360) 753-6862

Richard A. Finnigan  
(360) 956-7001  
rickfinn@localaccess.com

Kathy McCrary, Paralegal  
(360) 753-7012  
kathym@localaccess.com

February 13, 2007

**VIA E-MAIL**

Gregory J. Kopta  
Davis Wright Termaine LLP  
2600 Century Square  
1501 Fourth Avenue  
Seattle, WA 98101-1688

Re: ICS Request for Negotiations with Inland Telephone Company

Dear Greg:

This letter will follow up your February 8, 2007 letter and our conversation of earlier today. I had called you to clarify the extent of the request that you filed on behalf of ICS.

Based on our conversation, it is my understanding that ICS is not making a request for interconnection under Section 251(c). Any request that is embodied in your letter of February 8, 2007 is intended to be a request under Sections 251(a) and 251(b).

You further clarified that your request to discuss E911 issues was not related to an interconnection obligation, but strictly a business proposal related to obtaining connectivity to the PSAP.

You further reiterated that ICS was willing to discuss rates, terms and conditions for Inland to access the Suncadia Resort area.

The people from Inland are available for an initial telephone conference on either Wednesday, February 21, 2007 beginning at 10:00 a.m. or later that day. In addition, Inland is available at any time on February 22, 2007.

Gregory J. Kopta  
February 13, 2007  
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Inland is willing to offer use of its conference bridge. That number is 1-877-864-6349 with pass code 6492500.

Pleas let me know what time on the 21st or 22nd will work for ICS.

Sincerely,



RICHARD A. FINNIGAN

RAF/km

cc: James Brooks (via e-mail)  
Greg Maras (via e-mail)



May 5, 2008

Greg Maras  
Secretary  
Inland Telephone Company  
103 South Second Street  
P.O. Box 171  
Roslyn, WA 98941

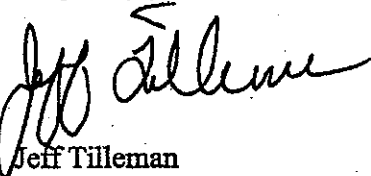
Dear Mr. Maras:

This letter serves as a request to negotiate an interconnection agreement for the State of Washington pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") between Intelligent Community Services, Inc. ("ICS"), a local exchange carrier, and Inland Telephone Company ("Inland"), an incumbent local exchange carrier. ICS requests an interconnection agreement that encompasses the following carrier obligations in the Act and applicable rules and orders of the Federal Communications Commission and Washington Utilities and Transportation Commission: Section 251(a) interconnection; Section 251(b)(1) resale; Section 251(b)(2) number portability; Section 251(b)(3) dialing parity, including directory listings; Section 251(b)(5) reciprocal compensation; and 911/E911 connectivity. Enclosed is a draft interconnection agreement with the terms and conditions that ICS proposes as the starting point for the parties' negotiations.

If Inland considers itself to be a rural telephone company and exempt from the duty to negotiate the terms of an interconnection agreement pursuant to Sections 251(c)(1) and 252 of the Act, you should consider this to be a bona fide request for the interconnection and services specified in this letter pursuant to Section 251(f)(1)(A).

Please acknowledge receipt of this letter at your earliest convenience and inform me whether Inland will negotiate pursuant to the timelines and other requirements of Sections 251(c)(1) and 252 of the Act and, if so, Inland's point of contact for negotiations.

Very truly yours,



Jeff Tilleman  
Vice President/General Manager

cc: Richard Finnigan  
Gregory J. Kopta

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**INLAND TELEPHONE COMPANY**  
Corporate Offices

103 S. 2nd St.  
P.O. Box 171  
Roslyn, WA 98941

**INLAND  
TELEPHONE**

Telephone: (509) 649-2211  
Fax: (509) 649-3300

May 6, 2008

Via Federal Express overnight delivery

Jeff Tilleman  
Vice President/General Manager  
Intelligent Community Services, Inc.  
9400 SW Beaverton-Hillsdale Hwy  
Suite 205  
Beaverton, OR 97005

Re: ICS Letter of May 5, 2008

Dear Mr. Tilleman:

Your letter of May 5, 2008, was received by me via email on May 5, 2008, and via UPS delivery service on May 6, 2008. Your letter requested an interconnection agreement that encompasses certain items that you delineated in your letter of May 5, 2008. Your letter also asked that Inland inform you whether Inland will negotiate to the timelines and other requirements of Sections 251(c)(1) and 252 of the Telecommunications Act of 1996 (technically the Communications Act of 1934, as amended by the Telecommunications Act of 1996, together the "Act"). First, Section 251(c)(1) does not contain any timelines. Second, the only timeline that I am aware of under Section 252 of the Act is a provision for an arbitration window. Inland's position is that your request does not trigger the arbitration provisions of Section 252.

Your letter of May 5, 2008, also makes the statement that if Inland considers itself to be a rural telephone company and exempt from the duty to negotiate the terms of an interconnection agreement pursuant to Sections 251(c)(1) and 252 of the Act, your letter should be considered a bona fide request for interconnection and services pursuant to Section 251(f)(1)(A). Inland is a rural telephone company as defined by the Act. Inland Telephone Company is also exempt from the duty to negotiate under Section 251(c)(1) of the Act. Having said that, however, and without waiving Inland's right to assert its rural exemption, I will point out that the exemption is for the obligations that occur under 251(c) of the Act, not 251(b) of the Act. Since your letter clearly requests only items under Section 251(a) and Section 251(b), Inland's rural exemption should not be at issue, unless and until ICS asserts that it may seek arbitration under Section 252 of the Act.

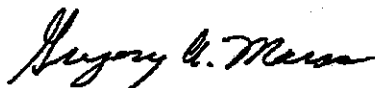
Without waiving its right to assert its rural exemption, Inland is willing to enter into voluntary discussions with ICS concerning the items requested in your letter, except one. You have requested "911/E911 connectivity" and have essentially asserted that 911/E911 connectivity is a carrier obligation in the Act. Until you can show some support for that statement, Inland has no intention of negotiating 911/E911 connectivity. The concept of 911/E911 connectivity is not



an item that falls under Section 251 or Section 252 of the Act. Obtaining 911 or E911 connectivity is an obligation of each carrier that is independent from interconnection and falls on each carrier to arrange with the appropriate public authorities. If you have some basis under the Act that you believe makes this an obligation for an interconnection arrangement, please bring that forward and Inland will evaluate it. Absent such support, that item will not be subject to discussion.

Inland's point of contact for discussions concerning the items that you have requested in your May 5, 2008, letter, of course excluding 911/E911 connectivity, is our attorney, Mr. Richard A. Finnigan. We have looked at our schedules and the earliest we could have an initial discussion is the week of June 2, 2008, due to vacation schedules and industry meetings in the intervening weeks. Please have the appropriate representative from ICS contact Mr. Finnigan to arrange a day and time to have our initial discussion.

Sincerely,



Gregory A. Maras  
Secretary

Cc: Richard A. Finnigan  
Gregory J. Kopta