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Olympia, Washington 98501  
360 556-7888

*Via Web Portal and Hand Delivery*

June 25, 2009

Mr. Dave Danner  
Executive Secretary  
Washington Utilities and  
Transportation Commission  
1300 S. Evergreen Park Dr. S.W.  
P.O. Box 47250  
Olympia, WA 98504-7254

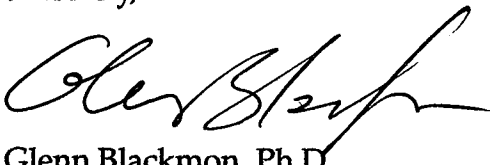
Re: Docket No. UT-093021  
Substitute Page 1

2009 JUN 25 AM 11:31  
STATE OF WASHINGTON  
UTIL. AND TRANSP.  
COMMISSION

Dear Mr. Danner:

Please find enclosed a substitute page for page 1 of the interconnection agreement between Pend Oreille Telephone Company and Eltopia Communications, LLC, which was filed on June 10, 2009. The substitute page includes the date of the agreement, which was omitted from this page in the original filing.

Sincerely,



Glenn Blackmon, Ph.D.  
on behalf of  
Eltopia Communications, LLC

cc: Richard Finnigan, Pend Oreille Telephone Company

This Interconnection Agreement ("Agreement") is made effective as of the 11<sup>th</sup> day of May, 2009 by and between Pend Oreille Telephone Company ("POTC"), a Washington corporation with offices at 892 West Madison Avenue, Glens Ferry, ID 83623 and Eltopia Communications, LLC ("Eltopia"), a Washington limited liability company with offices at 2304 Ringgold Road, Eltopia, WA 99330. POTC and Eltopia may also be referred to herein singularly as a "Party" or collectively as the "Parties."

## BACKGROUND

The Parties are entering into this Agreement under Section 251 (a) and (b) of the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

POTC represents that it is an incumbent local exchange carrier and Eltopia represents that it is a telecommunications carrier for purposes of this Agreement.

The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services.

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

## AGREEMENT

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of Agreement
  - 1.1. This Agreement is effective upon signature by both Parties and has an initial term of one year. Unless renegotiated or terminated pursuant to this Section 1, this Agreement will automatically renew for successive one year periods.
  - 1.2. Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days but no more than one hundred eighty (180) days prior to expiration of the initial term or any succeeding term. If, after the date of such termination notice, either Party sends a request to negotiate a new agreement within thirty (30) days of the date of the termination notice, this Agreement will continue in full force and effect until such new Agreement is effective unless terminated under Section 1.3, below.
  - 1.3. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that