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May 21, 2010

VIA E-FILING AND U.S. MAIL

Cheryl Walker
Oregon Public Utility Commission
550 Capitol St NE Ste 215
Salem OR 97301-2551

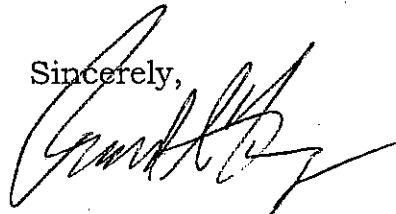
Re: ARB 953 - Agreement Between Pioneer Telephone Cooperative and
LCW Wireless Operations, LLC

Dear Ms. Walker:

Enclosed are three copies of a replacement page that corrects a typographical error. The year 2009 was entered rather than the correct year of 2010. Both companies appreciate Commission Staff's identification of this typographical error and this replacement Page 8 should be inserted into the Agreement in lieu of the existing Page 8.

If you have any questions concerning this matter, please contact the undersigned.

Sincerely,



RICHARD A. FINNIGAN

RAF/km
Enclosure

cc: Jerry Schlachter (via e-mail)
Jane Mallory (via e-mail)

Usage Factors set out on Attachment 1. Nothing in this Agreement shall be construed to prevent Company from treating a land-to-mobile call which is interexchange in nature but which terminates in the same MTA as the location of the landline End User as a toll call for purposes of assessing an interexchange carrier (other than LCW) that carries the call access rates or from charging the landline End User toll rates; provided, however, that such calls still are included as Local Traffic for purposes of the determination of charges payable under this Agreement.

8. IMPAIRMENT OF SERVICE.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its Affiliates, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

9. RESOLUTION.

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

10. TROUBLE REPORTING.

10.1 In order to facilitate trouble reporting, each Party has established a single point of contact available twenty-four (24) hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

10.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

11. TERM AND TERMINATION.

11.1 This Agreement is effective as of January 1, 2010, and has an initial term of three (3) years, unless earlier terminated as provided for in this Agreement, and shall continue in