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IDAHO PUBLIC
UTILITIES COMMISSION

20 January 2012

Jean Jewell
Commissions Secretary
Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

OML-T-12-01

Dear Ms Jewell:

Included following is our application (together with two additional copies) on behalf of:

Optix Media L.L.C.

for a Certificate of Public Convenience and Necessity for Optix Media to operate in the state of Idaho as a Competitive Local Exchange Carrier (CLEC).

We are available to respond to any questions that the Commission or Commission Staff may have regarding our application. Please address all inquiries to:

Michael Tague
American CLEC
tague@AmericanCLEC.com
502-815-7171

Sincerely,

A handwritten signature in cursive script that reads "Michael Tague".

Michael Tague

APPLICATION

FOR

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

FROM

OPTIX MEDIA L.L.C.

AS

COMPETITIVE LOCAL EXCHANGE CARRIER

17 JANUARY 2012

SUBMITTED BY

MICHAEL TAGUE 502-815-7171 TAGUE@AMERICANCLEC.COM

I. Proposed Services

Optix Media's plan involves the deployment of fiber lines to support high-speed Internet and Voice services throughout Southern Idaho including: Pocatello, Blackfoot, Idaho Falls, and Rexburg. We are seeking authorization to operate throughout the state so that we can readily expand our service areas and pursue business opportunities where they occur.

We will be operating as a Facilities Based CLEC and plan an initial Interconnection Agreement with CenturyLink. Our initial products will include ADSL, SDSL, and T1 data services together with channelized T1 and PRI voice services. We plan to market our services in conjunction with complementary services offered by our affiliate: HJ LLC dba Big Dog Internet.

Optix Media L.L.C. and HJ L.L.C. are separate corporations with common ownership. The two companies will market their products and services jointly to customers throughout Idaho.

HJ L.L.C., dba Host Idaho, was begun in 1998 as an Internet service provider in Southeast Idaho. In 2000, Host Idaho began offering wireless Internet services in Pocatello and Soda Springs. In 2006 with an investment from the owner of Big Dog Satellite, Host Idaho became Big Dog Internet and today operates throughout Southern Idaho plus Grand Junction, Colorado and Ponce, Puerto Rico.

II. Form of Business

Company name and Principal place of business:

Optix Media L.L.C.
4978 Rainbow Ln
Chubbuck, ID 83202

The company is a Limited Liability Company organized in the State of Idaho, 19 December 2011, to be a telecommunications carrier. A copy of its Idaho Certificate of Organization is attached in Exhibit A. The registered agent is:

Brad McSpadden
7964 Prospector Hollow
Pocatello, ID 83201

The four owners of the company:

Name and Address	Ownership Percentage	Voting Percentage
Darren Miller 746 Homestead Chubbuck, ID 83202	25%	25%

Brad McSpadden 7964 Prospector Hollow Pocatello, ID 83201	25%	25%
Lysle David Barthlome 9950 Peppergrass Pocatello, ID 83201	25%	25%
Shane Mouton 314 S. 10 th Ave Pocatello, ID 83201	25%	25%

The company has no subsidiaries.

III. Telecommunications Service

Optix Media plans to begin building its network within 90 days of having relevant Commission approval and appropriate Interconnection/Structures Agreement in place; this summer we anticipate.

Optix Media will initially offer optically based dedicated point-to-point and point-to-multipoint services including T1 and Ethernet based services to business class customers and plans to collocate in the CenturyLink Pocatello Central Office to gain access to copper circuits to supply ADSL, SDSL, and T1s. Further deployment will involved remote terminals throughout our service territory.

IV. Service Territory

Initial service territories will be:

Pocatello
Blackfoot
Idaho Falls
Rexburg

Our initial service territories will be in areas with CenturyLink as the incumbent.

V. Financial Information

Optix Media is a new company, but in Exhibit B we have included the 2010 and 2011 financial statements for our affiliate MJ L.L.C. dba Big Dog Internet.

VI. "Illustrative" Tariff Filing

Our Illustrative Tariff is included as Exhibit C.

VII. Customer Contacts

Customer Inquiries and Complaints Contact:

Optx Media L.L.C.
4978 Rainbow Ln
Chubbuck, ID 83202

Customer Service
208-242-3711 (or 888-365-2669)
customerservice@optixmedia.net

Commission Contact

Brad McSpadden
208-339-5662
puc@optixmedia.net

VIII. Interconnection Agreements

Optix Media has not yet initiated interconnection negotiations but plans to do so as soon as this applications has been submitted and plans to reach an Interconnection Agreement with CenturyLink.

IX. Compliance with Commission Rules

The applicant has reviewed all of the Commission rules and agrees to comply with them.

X. Escrow Account or Security Bond

Optix Media does not require advance deposits of its customers.



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

11 DEC 19 AM 9: 15

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Optix Media L.L.C.

2. The complete street and mailing addresses of the initial designated office:

4978 Rainbow Lane Chubbuck, Idaho 83202

(Street Address)

SAME

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Brad McSpadden

(Name)

7964 Prospector Hollow Pocatello, Idaho 83201

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Brad McSpadden

7964 Prospector Hollow Pocatello, Idaho 83201

5. Mailing address for future correspondence (annual report notices):

4978 Rainbow Lane Chubbuck, Idaho 83202

6. Future effective date of filing (optional): _____

Signature of a manager, member or authorized person.

Signature

Typed Name: Brad Mcspadden

Signature _____

Typed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
12/19/2011 05:00
CK: 4929 CT: 211185 DR: 1302330
1 @ 100.00 = 100.00 ORGAN LLC # 2

W109244

In the following Financial Statements, we have included our most recent 2009/2010 Accountant Compilation Report. Since 2011 just closed, we are only able to release the 2011 Financial Statements with a REVIEW DRAFT stamp however the company's management expect the final reports to be substantially in line with the draft.



Established 1941

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

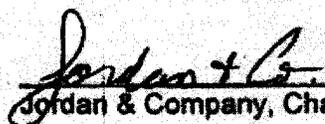
To the Members
H J, LLC
Dba Big Dog High Speed Internet
Pocatello, Idaho

We have compiled the accompanying statements of assets, liabilities and equity – income tax basis of H J, LLC dba Big Dog High Speed Internet as of December 31, 2010 and 2009 and the related statements of revenues, expenses, and changes in members' capital – income tax basis and cash flows – income tax basis for the years then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, expenses and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.


Jordan & Company, Chartered

April 6, 2011

H J, LLC
dba BIG DOG HIGH SPEED INTERNET
Statements of Assets, Liabilities, and Equity
Income Tax Basis
As of December 31,

	2010	2009
<u>ASSETS</u>		
Current Assets		
Cash	\$ 47,789	\$ 51,756
Accounts receivable	63,218	58,817
Total Current Assets	111,007	108,573
Fixed Assets		
Land	11,500	11,500
Equipment	1,192,513	653,123
Section 754 election assets	92,656	92,656
Less: accumulated depreciation	(1,254,879)	(699,465)
Total Fixed Assets	41,790	57,814
Other Assets		
Goodwill	116,713	116,713
Less: accumulated amortization	(46,686)	(38,905)
Total Other Assets	70,027	77,808
	\$ 222,824	\$ 244,195
<u>LIABILITIES AND MEMBERS' CAPITAL</u>		
Current Liabilities		
Accounts payable	\$ 120,094	\$ 58,776
Operating line of credit	77,206	75,411
Current portion of long-term debt	12,753	52,972
Total Current Liabilities	210,053	187,159
Long-term Liabilities		
Note payable - John Wilson	9,357	30,703
Note payable - Toyota	1,396	6,977
Note payable - Shane Moulton	2,000	26,000
Less: current portion of long-term debt	(12,753)	(52,972)
Total Long-term Liabilities	-	10,708
Members' Capital		
	12,771	48,328
	\$ 222,824	\$ 244,195

See accountants' report.

H J, LLC
dba BIG DOG HIGH SPEED INTERNET
Statements of Revenues, Expenses, and Changes in Members' Capital
Income Tax Basis
For the years ended December 31,

	<u>2010</u>	<u>%</u>	<u>2009</u>	<u>%</u>
Sales - Net of Discounts	\$ 2,556,254	100.00	\$ 2,026,418	100.00
Cost of Sales	<u>614,229</u>	<u>24.03</u>	<u>648,175</u>	<u>31.99</u>
Gross Profit	<u>1,942,025</u>	<u>75.97</u>	<u>1,378,243</u>	<u>68.01</u>
Operating Expenses:				
Advertising	15,633	0.61	10,236	0.51
Automobile expense	45,833	1.79	27,391	1.35
Bank charges	48,676	1.90	33,099	1.63
Commissions	38,296	1.50	-	-
Communication costs	186,775	7.31	200,761	9.91
Contract labor	354,568	13.87	293,527	14.49
Depreciation and amortization	554,921	21.71	273,273	13.49
Guaranteed payments	426,000	16.67	335,000	16.53
Insurance	13,609	0.53	9,536	0.47
Interest expense	5,446	0.21	5,164	0.25
Legal and accounting	6,617	0.26	3,450	0.17
Licenses and permits	40,406	1.58	-	-
Office	5,201	0.20	10,904	0.54
Postage	4,944	0.19	673	0.03
Repairs and maintenance	1,601	0.06	55,109	2.72
Supplies and tools	125,883	4.92	47,618	2.35
Taxes	329	0.01	59	0.00
Telephone and utilities	18,988	0.74	6,293	0.31
Tower rent	69,557	2.72	50,714	2.50
Travel	4,225	0.17	218	0.01
Total Operating Expenses	<u>1,967,308</u>	<u>78.98</u>	<u>1,363,025</u>	<u>67.26</u>
Operating Income (Loss)	<u>\$ (25,283)</u>	<u>(0.99)</u>	<u>\$ 15,218</u>	<u>0.75</u>

See accountants' report.

H J, LLC
dba BIG DOG HIGH SPEED INTERNET
Statements of Revenues, Expenses, and Changes in Members' Capital
Income Tax Basis
For the years ended December 31,

	<u>2010</u>	<u>%</u>	<u>2009</u>	<u>%</u>
Other Income (Expenses)				
Gain on assets	\$ -	-	\$ 8,844	0.44
Section 754 depreciation	(8,274)	(0.32)	(11,573)	(0.57)
Total Other Income (Expenses)	<u>(8,274)</u>	<u>(0.32)</u>	<u>(2,729)</u>	<u>(0.13)</u>
Net Income (Loss)	(33,557)	(1.31)	12,489	0.62
Members' Capital - Beginning of Year	<u>46,326</u>		<u>33,839</u>	
Members' Capital - End of Year	<u>\$ 12,771</u>		<u>\$ 46,326</u>	

See accountants' report.

H J, LLC
dba BIG DOG HIGH SPEED INTERNET
Statements of Cash Flows
Income Tax Basis
For the years ended December 31,

	<u>2010</u>	<u>2009</u>
Cash Flows from Operating Activities		
Net income (loss)	\$ (33,557)	\$ 12,489
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	583,195	284,848
Gain on assets	-	(8,844)
(Increase) decrease in accounts receivable	(8,401)	(7,531)
Increase (decrease) accounts payable	61,318	39,591
Total adjustments	<u>618,112</u>	<u>302,062</u>
Net cash provided (used) by operations	<u>584,555</u>	<u>314,551</u>
Cash flows from investing activities		
Purchases of property and equipment	(539,390)	(284,196)
Proceeds from sales of property and equipment	-	14,202
Net cash provided (used) by investing activities	<u>(539,390)</u>	<u>(249,994)</u>
Cash flows from financing activities		
Net proceeds from operating line of credit	1,795	41,423
Principal payments on long-term debt	(50,927)	(63,847)
Net cash provided (used) by financing activities	<u>(49,132)</u>	<u>(22,424)</u>
Net increase (decrease) in cash	(3,967)	42,133
Cash at beginning of year	<u>51,756</u>	<u>9,623</u>
Cash at end of year	<u>\$ 47,789</u>	<u>\$ 51,756</u>
Interest paid	<u>\$ 5,448</u>	<u>\$ 5,164</u>
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>

See accountants' report.

REPORT DRAFT

FOR DISCUSSION
PURPOSES ONLY

H J, LLC
dba BIG DOG HIGH SPEED INTERNET
Statements of Assets, Liabilities, and Equity
Income Tax Basis
As of December 31,

	<u>2011</u>	<u>2010</u>
<u>ASSETS</u>		
Current Assets		
Cash	\$ 200,567	\$ 47,789
Accounts receivable	63,218	63,218
Total Current Assets	<u>263,785</u>	<u>111,007</u>
Fixed Assets		
Land	11,500	11,500
Equipment	1,260,071	1,192,513
Section 754 election assets	92,656	92,656
Less: accumulated depreciation	<u>(1,276,717)</u>	<u>(1,254,879)</u>
Total Fixed Assets	<u>87,510</u>	<u>41,790</u>
Other Assets		
Goodwill	116,713	116,713
Less: accumulated amortization	<u>(54,467)</u>	<u>(46,686)</u>
Total Other Assets	<u>62,246</u>	<u>70,027</u>
	<u>\$ 413,541</u>	<u>\$ 222,824</u>
<u>LIABILITIES AND MEMBERS' CAPITAL</u>		
Current Liabilities		
Accounts payable	\$ 11,319	\$ 120,094
Operating lines of credit	237,359	77,206
Current portion of long-term debt	-	12,753
Total Current Liabilities	<u>248,678</u>	<u>210,053</u>
Long-term Liabilities		
Note payable - John Wilson	2,044	9,357
Note payable - Toyota	-	1,396
Note payable - Shane Moulton	57,085	2,000
Less: current portion of long-term debt	-	(12,753)
Total Long-term Liabilities	<u>59,129</u>	<u>-</u>
Members' Capital	<u>105,734</u>	<u>12,771</u>
	<u>\$ 413,541</u>	<u>\$ 222,824</u>

See accountants' report.

H J, LLC
dba BIG DOG HIGH SPEED INTERNET

Statements of Revenues, Expenses, and Changes in Members' Capital
Income Tax Basis

For the years ended December 31,

REPORT DRAFT

**FOR DISCUSSION
PURPOSES ONLY**

	<u>2011</u>	<u>%</u>	<u>2010</u>	<u>%</u>
Sales - Net of Discounts	\$ 3,187,422	100.00	\$ 2,556,254	100.00
Cost of Sales	<u>1,047,572</u>	<u>32.87</u>	<u>614,229</u>	<u>24.03</u>
Gross Profit	<u>2,139,850</u>	<u>67.13</u>	<u>1,942,025</u>	<u>75.97</u>
Operating Expenses:				
Advertising	31,424	0.99	15,633	0.61
Automobile expense	96,481	3.03	45,633	1.79
Bank charges	59,164	1.86	48,676	1.90
Commissions	39,328	1.23	38,296	1.50
Communication costs	296,011	9.29	186,775	7.31
Contract labor	650,036	20.39	354,568	13.87
Depreciation and amortization	21,354	0.67	554,921	21.71
Guaranteed payments	658,000	20.64	426,000	16.67
Insurance	11,659	0.37	13,609	0.53
Interest expense	8,524	0.27	5,446	0.21
Legal and accounting	4,589	0.14	6,617	0.26
Licenses and permits	3,256	0.10	40,406	1.58
Meals and entertainment	477	0.01	-	-
Office	32,367	1.02	5,201	0.20
Postage	9,708	0.30	4,944	0.19
Repairs and maintenance	300	0.01	1,601	0.06
Supplies and tools	52,175	1.64	125,883	4.92
Taxes	228	0.01	329	0.01
Telephone and utilities	9,219	0.29	18,988	0.74
Tower rent	51,153	1.60	69,557	2.72
Travel	<u>3,169</u>	<u>0.10</u>	<u>4,225</u>	<u>0.17</u>
Total Operating Expenses	<u>2,038,622</u>	<u>63.96</u>	<u>1,967,308</u>	<u>76.96</u>
Operating Income (Loss)	<u>\$ 101,228</u>	<u>3.18</u>	<u>\$ (25,283)</u>	<u>(0.99)</u>

See accountants' report.

H J, LLC

dba BIG DOG HIGH SPEED INTERNET

Statements of Revenues, Expenses, and Changes in Members' Capital
Income Tax Basis

For the years ended December 31,

REPORT DRAFT

**FOR DISCUSSION
PURPOSES ONLY**

	<u>2011</u>	<u>%</u>	<u>2010</u>	<u>%</u>
Other Income (Expenses)				
Section 754 depreciation	\$ (8,265)	(0.26)	\$ (8,274)	(0.32)
Total Other Income (Expenses)	<u>(8,265)</u>	<u>(0.26)</u>	<u>(8,274)</u>	<u>(0.32)</u>
Net Income (Loss)	92,963	2.92	(33,557)	(1.31)
Members' Capital - Beginning of Year	<u>12,771</u>		<u>46,328</u>	
Members' Capital - End of Year	<u>\$ 105,734</u>		<u>\$ 12,771</u>	

See accountants' report.

REPORT DRAFT

FOR DISCUSSION
PURPOSES ONLY

H J, LLC
dba BIG DOG HIGH SPEED INTERNET
Statements of Cash Flows
Income Tax Basis
For the years ended December 31,

	<u>2011</u>	<u>2010</u>
Cash Flows from Operating Activities		
Net income (loss)	\$ 92,963	\$ (33,557)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	29,619	563,195
(Increase) decrease in accounts receivable	-	(6,401)
Increase (decrease) accounts payable	(108,775)	61,318
Total adjustments	<u>(79,156)</u>	<u>618,112</u>
Net cash provided (used) by operations	<u>13,807</u>	<u>584,555</u>
Cash flows from investing activities		
Purchases of property and equipment	<u>(67,558)</u>	<u>(539,390)</u>
Net cash provided (used) by investing activities	<u>(67,558)</u>	<u>(539,390)</u>
Cash flows from financing activities		
Net proceeds from operating line of credit	160,153	1,795
Proceeds from long-term debt	94,841	-
Principal payments on long-term debt	<u>(48,465)</u>	<u>(50,927)</u>
Net cash provided (used) by financing activities	<u>206,529</u>	<u>(49,132)</u>
Net increase (decrease) in cash	152,778	(3,967)
Cash at beginning of year	<u>47,789</u>	<u>51,756</u>
Cash at end of year	<u>\$ 200,567</u>	<u>\$ 47,789</u>
Interest paid	<u>\$ 6,824</u>	<u>\$ 5,446</u>
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>

See accountants' report

Optix Media L.L.C.

Schedule of

GENERAL REGULATIONS FOR EXCHANGE SERVICES

Applying to the Local Exchange

Services and Facilities of this Company

in the State of Idaho

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

The following symbols shall be used as set out below to describe specific changes made to the original price list.

- C Indicates a changed listing, rule, or condition, which may affect rates or charges
- D Indicates discontinued material, including a listing, rate, rule or condition
- I Indicates an increase
- M Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition
- N Indicates new material including listing, rate, rule or condition
- R Indicates a reduction
- S Indicates reissued matter
- T Indicates a change in wording of text, but not a change in rate, rule or condition.

1.0 DEFINITIONS

The following words and terms when used in this price list shall have the meaning set out by this section.

Access Lines: Telephone facilities which permits access to and from the Customer's premises and the telephone exchange or serving central office.

Advance Payment: A payment required before the start of service. Advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

Agent: A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number Identification (ANI): The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.

Basic Rate Area: A specific geographic area, within which the schedule rates for local exchange service apply without exchange line mileage and without special rates in lieu of mileage.

Service Order: The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Small Business Service: Telephone service provided to businesses with five (5) or fewer lines.

2.2 Shortage of Equipment or Facilities

The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using The Company's facilities or other carrier's facilities as may be determined by The Company.

2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.6 Terms and Conditions

2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.

2.6.2 This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

2.7.3 If required by the Company, the Customer shall make an advance payment before services are furnished and such advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, in addition to a deposit, when additional costs are incurred to perform special or extraordinary construction to provide services required by the customer.

2.9 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

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2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

2.13.1.1 The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or

2.13.1.2 within 24 hours after the report of the outage if no emergency exists.

2.13.1.3 Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.

2.14 Obligations of the Customer

2.14.1 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises

2.14.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.14.3 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.16 Payments

2.16.1 Customer Obligations

2.16.1.1 The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within 30 days after the date of the invoice are considered delinquent.

2.16.1.2 The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

2.16.2 Disputed Bills

2.16.2.1 Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.

2.16.2.2 In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:

Idaho Public Utilities Commission
P.O. Box 83720
Boise Idaho 83720-0074
334-0300 (within the local calling area)
1-800-432-0369 (from outside the local calling area)

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2.18 Deposits

The Company will not require advance deposits.

2.19.1.5 the applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the Company as necessary to and a condition for providing service to the applicant; or

2.19.1.6 the applicant has falsified his/her identity for the purpose of obtaining service.

2.19.2 Grounds for Termination with Written Prior Notice

Except as otherwise specified in this price list or Idaho PUC rules, the Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

2.19.2.1 for nonpayment of any undisputed amounts owing to the Company;

2.19.2.2 for services provided to premises that have been vacated by the Customer;

2.19.2.3 for tampering with the Company's property;

2.19.2.4 for violation of rules, service agreements, or filed price lists;

2.19.2.5 for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or

2.19.3.4 Customer Unable to be Contacted. The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.

2.19.3.5 Misrepresentation of Identity. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company.

2.19.3.6 for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service.

2.19.4 Notice of Disconnection

2.19.4.1 Seven-Day Notice

Except as otherwise provided under the provisions of IDAPA 31.41.01.303.04 and 31.41.01.305, the Company will mail to the Customer written notice of termination at least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.306.

2.19.4.2 Twenty-Four-Hour Notice

At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.306.

2.20 Restoration of Service

2.20.1 A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.19 of this price list. The Company reserves the right to refuse to restore service until all amounts due have been paid.

2.20.2 Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

2.22 Promotions

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

2.24 Public Notice

The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice

3.2 Service Descriptions

3.2.1 Residential Service

3.2.3 Lines and Trunks

3.2.6.1 Nonlisted Number Service Description

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

3.2.6.2 Nonpublished Number Service Description

Non-Published Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

3.2.7 Miscellaneous Charges

3.2.7.1 Installation Charges

3.3.7.3 Charges for Additional and Overtime Labor

3.2.8.2.1 Eligibility and qualification determinations will be performed according to the telecommunication provider's federal tariff and/or 47 C.F.R. Part 54.

3.2.8.2.2 Each eligible participating resident of Tribal Lands must provide to its local service provider a signed document certifying under penalty of perjury that the customer receives benefits from at least one of the programs mentioned.

3.2.8.3 Lifeline Discounts – applied to tariffed monthly recurring rates and charges for qualifying residential customers.

Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) \$3.50

Additional federal discounts may apply:

Tier 1 – Monthly service discount equal to the subscriber line charge \$3.50

Tier 2 – Monthly service discount for customers of eligible telecommunications carriers who have received non-federal regulatory approvals \$1.75

Tier 3 – Monthly service discount equal to one half of the amount of any state support up to a maximum of \$1.75

Tier 4 – Eligible residents of Tribal Lands may be eligible for discounts of up to \$25. This discount may not bring the local residential rate to below \$1.00 per month \$25.00

3.2.8.8 Customers participating in either of these assistance programs must notify the company of any changes that would affect qualification. Verification of eligibility will be established by the Department of Health and Welfare and will be reviewed annually.

3.2.8.9 When the customer is no longer eligible, the discount will be discontinued and regular tariff rates and charges will apply.

3.2.8.6 Recovery

The cost of providing assistance through ITSAP shall be recovered by imposing a monthly surcharge determined by the Public Utilities Commission and assessed on each line used for providing residential and business access. Participating ITSAP customers are exempted from this surcharge.

\$.05/line/month

3.2.9 Idaho USF Surcharges

A surcharge is assessed on all access lines to contribute towards funding for an Idaho Universal Service Fund. The Surcharge Rate is established by the Commission and will be assessed to each business and residential line.