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IDAHO PUBLIC  
UTILITIES COMMISSION

Attorneys for Tamarack Video & Telecom, LLC  
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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

APPLICATION OF TAMARACK VIDEO &  
TELECOM, LLC FOR A CERTIFICATE OF  
PUBLIC CONVENIENCE AND NECESSITY  
TO PROVIDE LOCAL EXCHANGE AND  
TOLL SERVICES WITHIN THE STATE OF  
IDAHO.

Case No. *TAM - T-05 - 1*

**APPLICATION FOR CERTIFICATION**

COMES NOW Tamarack Video & Telecom, LLC (“Tamarack” or “Applicant”), by and through its attorneys Givens Pursley LLP, and respectfully requests the Idaho Public Utilities Commission (“Commission”) grant the Applicant a Certificate of Public Convenience and Necessity to provide resold local exchange and toll services within the State of Idaho. In support of its application, and pursuant to the Commission’s Rules and Regulations, Tamarack submits the following information:

**I. Proposed Services**

Applicant will be a facilities-based provider of local exchange and interexchange telecommunications services at the Tamarack Resort in Valley County, Idaho. Applicant seeks authority to provide local exchange and interexchange services throughout Valley County and

Adams County, Idaho. Initially, Applicant will provide Local Exchange Service, Voice over Internet Protocol, and other services. The Applicant also plans to offer interexchange telecommunications services on a resale basis within the state.

## **II. Form of Business**

1. Applicant is a limited liability company organized under the laws of the State of Idaho. Its business address and telephone number is:

Tamarack Video & Telecom, LLC  
960 Broadway Avenue, Ste. 100  
Boise, ID 83706  
Telephone No. (208) 472-1750  
Fax No. (208) 472-1759

Applicant is authorized to engage in any lawful commercial activity. A copy of its Articles of Organization is attached hereto as Exhibit A. The name and address of the registered agent for service in Idaho is: Rod Mourant, 960 Broadway Avenue, Ste. 100, Boise, ID 83706.

2. The Applicant is wholly owned by Tamarack Resort, LLC.

The name and address of Applicant's President is:

Shelby Weimer  
Tamarack Video & Telecom, LLC  
960 Broadway Avenue, Ste. 100  
Boise, ID 83706  
Telephone No. (208) 472-1750  
Fax No. (208) 472-1759

3. Applicant does not have a management agreement.

4. Applicant does not own or control any subsidiaries.

## **III. Telecommunications Service**

1. Applicant is currently constructing facilities and will be able to implement service as soon as this Application is approved.

2. Applicant intends to provide local exchange and interexchange services mainly to residential and business customers at the Tamarack Resort.

#### **IV. Service Territory**

1. Applicant intends to provide service in Valley County, Idaho. Applicant will compete primarily with the incumbent local exchange carrier, Frontier.

2. Applicant will be a facilities based local exchange carrier. Applicant does not currently own or control any telecommunications facilities other than telecommunications equipment already installed at Tamarack Resort.

3. Applicant will compete primarily with Frontier.

#### **V. Financial Information**

1. As a startup company, Applicant does not have a current balance sheet or income statement.

2. Financial resources will be contributed as necessary by Applicant's parent corporation, Tamarack Resort, LLC. Tamarack Resort's financial capabilities have been investigated in considerable detail by a host of federal and state agencies.

#### **VI. "Illustrative" Tariff Filings**

Applicant's proposed tariffs will generally follow the format attached hereto as Exhibit

B.

#### **VII. Customer Contacts**

1. Consumer inquiries and complaints may be directed to:

Shelby Weimer  
Tamarack Video & Telecom, LLC  
960 Broadway Avenue, Ste. 100  
Boise, ID 83706  
Telephone No. (208) 472-1750  
Fax No. (208) 472-1759

(a) Applicant's toll-free number for customer inquiries and complaints will be furnished to the Commission prior to the commencement of service.

(b) The name, number and electronic mailing addresses of the person designated as a contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs is:

Shelby Weimer  
Tamarack Video & Telecom, LLC  
960 Broadway Avenue, Ste. 100  
Boise, ID 83706  
Telephone No. (208) 472-1750  
Fax No. (208) 472-1759  
sweimer@tamarackidaho.com

#### **VIII. Interconnection Agreement**

1. Applicant has had preliminary discussion with Frontier, but has not initiated formal negotiation of an interconnection agreement.

#### **IX. Compliance with Commission Rules**

Applicant has reviewed the Commission rules and agrees to comply with them.

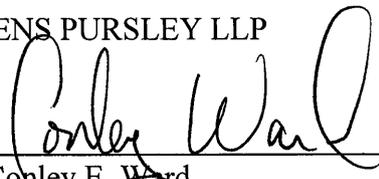
#### **X. Escrow Account or Security Bond**

Applicant does not currently intend to collect advance deposits or advance payments. Applicant also does not currently intend to provide any prepaid services. If either of these policies change in the future, Applicant will comply with the Commission's rules and regulations governing security for deposits or prepayments.

WHEREFORE, Applicant respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity to provide local exchange and toll services within Valley County, State of Idaho.

RESPECTFULLY SUBMITTED this 15<sup>th</sup> day of March 2005.

GIVENS PURSLEY LLP

By  \_\_\_\_\_

Conley E. Ward

Attorneys for Tamarack Video & Telecom, LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 15<sup>th</sup> day of March 2005, I caused to be served a true and correct copy of the foregoing document by the method indicated below, and addressed to the following:

Commission Secretary  
Idaho Public Utilities Commission  
472 W. Washington Street  
P.O. Box 83720  
Boise, ID 83720-0074

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Facsimile

  
\_\_\_\_\_  
Conley E. Ward

# EXHIBIT A

251



# ARTICLES OF ORGANIZATION, FILED EFFECTIVE LIMITED LIABILITY COMPANY

(Instructions on back of application)

2004 NOV 22 AM 9:40  
STATE OF IDAHO

1. The name of the limited liability company is:

Tamarack Video & Telecom LLC

2. The street address of the initial registered office is:

960 Broadway Ave., Suite 100, Boise, ID 83706

and the name of the initial registered agent at the above address is:

Rod Mourant

3. The mailing address for future correspondence is:

960 Broadway Ave., Suite 100, Boise, ID 83706

4. Management of the limited liability company will be vested in:

Manager(s)  or Member(s)  (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name	Address
<u>Tamarack Resort LLC</u>	<u>960 Broadway Ave, Ste 100, Boise, ID 83706</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Signature of at least one person responsible for forming the limited liability company:

Signature: *Rod Mourant*

Typed Name: Rod Mourant

Capacity: Controller

Signature \_\_\_\_\_

Typed Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Secretary of State use only

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IDAHO SECRETARY OF STATE  
11/22/2004 05:00  
CK: 8689 CT: 174500 BH: 777792  
1 @ 100.00 = 100.00 ORGAN LLC # 2

W34664

## EXHIBIT B

**TAMARACK VIDEO & TELECOM, LLC**

**BASIC LOCAL EXCHANGE  
TELECOMMUNICATIONS PRICE LIST**

**TELEPHONE NUMBER  
208-472-1750**

**IDAHO PUBLIC UTILITIES COMMISSION  
472 WEST WASHINGTON STREET,  
1-800-432-0369**

This price list contains rates, terms and conditions applicable to the sale of telecommunications services provided by TAMARACK VIDEO & TELECOM, LLC within the State of Idaho

**Issued Date: January 11, 2005**  
**Issued By: TAMARACK VIDEO & TELECOM, LLC**  
**960 Broadway Ave Suite 100**  
**Boise, Idaho**

**Effective Date:**  
**Mar 11, 2004**

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DEFINITIONS

Access Line

The circuit that travels from the TAMARACK VIDEO & TELECOM, LLC (TV&T) Central Office to the subscriber's premise terminating at the Network Interface Device (NID), which provides direct access to the local exchange and the toll switching networks.

Channel

The electrical path provided by TV&T between two or more locations.

Circuit

A Channel used for the transmission of electrical energy in the furnishing of telephone service.

Connecting Company

A corporation, association, partnership, LLC, or individual owning or operating one or more exchanges and with who traffic is interchanged.

Contract

The service agreement between a subscriber and the Company under which services and facilities are furnished in accordance with the provisions of the Price Lists applicable.

Customer Provided Equipment (CPE)

Devices, apparatus and their associated wiring provided by a subscriber for use with facilities furnished by the Company.

Direct Dialing

The capability for a subscriber to dial anywhere in the United States with a series of numbers without operator assistance.

Exchange Area

The territory served by an Exchange.

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DEFINITIONS (Continued)

Extension Station

An additional station connected on the same circuit as the main station and having the same telephone number as the main station.

Extra Listing

Any listing of a name or information in connection with a subscriber's telephone number beyond that to which he is entitled in connection with his regular service.

Foreign Exchange Directory Listing

An alphabetical and directory listing in the directory of an exchange other than the exchange in which a subscriber is furnished local service.

Individual Line

An exchange line designed for the connection of only one access line.

Installation Charge

A non-recurring charge made for the placing or furnishing of telephone equipment, which may apply in place of or in addition to Service Connection Charges and other applicable charges for service or equipment.

Local Channel

That portion of a channel which connects a station to the interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

Local Exchange Service

Telephone service furnished between subscriber's stations located within the same local service area.

Local Message

A communication between subscribers' stations within the same Exchange Area.

DEFINITIONS (Continued)

Local Service Area

That geographical area throughout which a subscriber obtains telephone service without the payment of a toll charge.

Main Station

A suitable telephone instrument or station that is connected to a network access line through a Central Office and has a unique telephone number.

Party Line

A central office line designed for the connection of more than one network access line.

Premises

All of the building or the adjoining portions of a building occupied and used by the subscriber; or all of the buildings occupied and used by the subscriber as a place of business or residence, which are located on a continuous plot of ground not intersected by a public highway or thoroughfare.

Price List

The document filed by the Company with the Public Utilities commission which lists the communication services offered by the Company and the associated press.

Primary Station

Synonymous with Main Station.

Private Branch Exchange (PBX)

An arrangement of equipment used by a subscriber and connected directly to a central office by means of trunk access lines, from which connection is made to stations at various location or customer premises, thereby providing telecommunications between these stations and also communication with the general exchange system.

DEFINITIONS (Continued)

Private Line

A circuit provided to furnish communication only between the two or more telephones directly connected to it, and not having connection with either central office or P.B.X. switching apparatus.

Subscriber

A person or agency subscribing for telephone service. As used in this Price List, a separate subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers, even in the same Exchange. The privileges, restrictions, and rates established for a subscriber to any class of service are limited to the service at one location; no group treatment of service at separate locations furnished to one individual or firm, is contemplated or to be implied, except when definitely provided for in the schedules.

Telephone Station

A suitable telephone instrument, consisting of a transmitter, receiver, and associated apparatus, so connected as to permit transmitting of and receiving telephone messages.

Tie Trunk

A circuit connecting two P.B.X. systems for the purpose of intercommunicating between the stations connected with such P.B.X. switching apparatus. The circuit is not intended to provide for general exchange service through either of the P.B.X. systems with which it connects.

Toll Message

A message from a calling station to a station located in a different local service area.

Toll Service

Telephone service rendered by the Company between patrons in different local service areas in accordance with the rates specified in the Company's Toll Price List.

Trunk

A telephone communication channel between (a) two ranks of switching equipment in the same central office, (b) between central office units in the same switching center, or (c) between two switching centers.

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GENERAL RULES AND REGULATIONS

A. APPLICATION

The rules and regulations specified herein apply to the intrastate services and facilities of TAMARACK VIDEO & TELECOM, LLC, hereinafter referred to as the Company. Failure on the part of the subscribers to observe these terms and conditions of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

B. EXPLANATION OF SYMBOLS

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in reduces rates.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

C. OBLIGATION OF COMPANY

1. Availability of facilities

The Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense.

2. Interruption of Service

An allowance will be made upon notice and demand to the Company for interruption of service not due to subscriber negligence.

The Company will credit a customer's account by an amount equal to the monthly rate for one month of basic exchange service (Network Access Line Service), if the customer reports an out-of-service condition which has deteriorated service to the 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

GENERAL RULES AND REGULATIONS (Continued)

C. OBLIGATION OF COMPANY (Continued)

problems, and service is not restored (1) within sixteen hours after the report of the outage if the customer notifies the Utility that the service outage creates an emergency for the customer or (2) within twenty-four hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored with forty-eight hours or by 6:00 p.m. on the following Monday, whichever is sooner.

The credit will not apply to "out-of-service" conditions resulting from the willful neglect, misuse or abuse by the customer. The credit will not apply to "out-of-service" conditions where the outage is in the customer's inside wire or customer's premises equipment. This credit will not apply to "out-of-service" conditions resulting from natural disasters, or circumstances beyond control and knowledge of the utility. This credit also will not apply to "out-of-service" conditions where service has been temporarily or permanently discontinued for nonpayment of bills.

3. Directory Errors and Omission

The Company endeavors to correctly list customers, their telephone numbers and other information in the local telephone directory.

4. Transmitting Messages

The Company does not transmit messages. If, because of transmission difficulties, the operator repeats messages between subscribers, the operator is deemed acting as an agent of the subscriber.

5. Use of Other Company Lines

Lines of other companies may be used to reach points outside the Company area when suitable arrangements can be made.

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GENERAL RULES AND REGULATIONS (Continued)

C. OBLIGATION OF COMPANY (Continued)

6. Defacement of Premises

The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property, when the damage is the result of negligence of the Company.

7. Adjustment of Charges

In case of over billing, a refund will be made by the Company for the full amount of excess charges when the amount can be determined; when the amount cannot be determined from available records, the maximum refund will not exceed the estimated over billing over a three year period.

In case of under billing, the Company reserves the right to back bill for the deficiency charges up to a period of three years.

D. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

All equipment and lines furnished by the Company are the property of the Company even though located on the subscriber's premises. Company agents or employees shall have the right to enter said premises at any reasonable hour to install or maintain equipment, make collections, or remove equipment.

The Company may refuse to install or maintain any service at locations that are hazardous to Company employees. If such service is furnished, the subscriber may be required to install and maintain such service, holding the Company harmless from any claims for damage by reason of the installation and maintenance of this service.

2. Interconnection Policy

Subscriber provided terminal equipment may be used and subscriber provided communication systems may be connected with the facilities furnished by the Company for telecommunications services subject to terms and conditions outlined in other parts of

**GENERAL RULES AND REGULATIONS (Continued)**

**D. USE OF SERVICE AND FACILITIES (Continued)**

this Price List. In case any unauthorized attachment is made, the Company shall have the right to disconnect, suspend, or terminate the service.

**3. Use of Subscriber Service**

Subscriber telephone service is furnished only for the use by the subscriber, his family and associates. The Company may refuse to install or permit such service to remain on premises of public or semi-public character.

The equipment may be installed, at such locations provided the service is located so it is not accessible for public use.

**4. Tampering with Equipment**

The Company may refuse to furnish telephone service when company equipment shows any evidence of tampering for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company.

**5. Use of Improper Language or Impersonation of Another**

The Company may refuse service to anyone who uses or permits abusive or obscene language over Company facilities or impersonates another individual with fraudulent or malicious intent.

**6. Governmental Objections to Service**

The Company may refuse service or discontinue service to anyone upon objection to such service by or on behalf of any governmental authority.

**7. Indiscriminate Use of Facilities**

The Company may refuse to furnish service or require upgrading of services provided to any subscriber who allows indiscriminate use of Company facilities except in case of emergencies.

GENERAL RULES AND REGULATIONS (Continued)

E. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The subscriber may be required to pay in advance all charges for the first billing period and connection charge if applicable. The conditions of such contracts are subject to all provisions of this and other applicable Price Lists. Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required. A move within the exchange area is not considered to terminate the contract and orders for such may be made verbally.

2. Telephone Numbers

The company may change the telephone number or central office designation of a customer whenever it considers it desirable in the conduct of its business.

When existing service is continued for a new customer, the telephone number assigned to the former customer may be retained by the new customer only: (a) if the former customer consents and properly notifies the company in writing; and (b) if arrangements acceptable to the company are made by the new customer to pay all outstanding charges against the service to the company.

3. Alterations

The subscriber agrees to notify the Company of any alterations that will necessitate changes in the Company's wiring; and the subscriber agrees to pay the Company's current charges for such changes.

4. Payment of Service

The subscriber is required to pay all charges for services rendered by the Company, both exchange and toll in accordance with provisions contained elsewhere in this Price List. The subscriber is responsible for all charges for services rendered at his telephone, including collect charges.

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GENERAL RULES AND REGULATIONS (Continued)

E. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

5. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities is due to the gross neglect of the subscriber. The subscriber may not rearrange, remove or disconnect any Company facilities without consent of the Company.

6. Line Extensions

Lines will be extended to permanent customers in accordance with the guidelines established in the Construction Charge section.

Where required by the conditions, applicants may be required to provide to the Company suitable private right-of-way parallel to the public highway.

7. Unusual Installation Costs

When special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay a reasonably proportionate share of such cost. Title to all facilities constructed and paid for wholly or in part by the subscriber is vested in the Company.

8. Reconnection Charge

Where service has been terminated by the Company, the regular non-recurring charges shall apply for reconnection of service.

F. TELEPHONE DIRECTORIES

The Company will furnish to its subscribers, without charge, only such directories, as it deems necessary for the efficient use of the service. Other directories will be furnished at the discretion of the Company at a reasonable charge.

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GENERAL RULES AND REGULATIONS (Continued)

G. ESTABLISHMENT OF DEPOSITS

1. Deposits

The Company adopts by reference the Rules and Regulations for all Telephone Companies Under the Jurisdiction of the Idaho Public Utilities Commission promulgated in Order No. 15290 in Case No. P-300-6 by the Idaho Public Utilities Commission and all amendments to those rules that may be hereafter adopted by the Idaho Public Utilities Commission. Copies of these Rules and Regulations are on file in the business office and are available for public inspection.

2. Interest to be Paid on Deposits

Simple interest, at the rate provided by the Idaho Public Utility Commission, shall accrue from the date of deposit until the date of refund or application of the customer's telephone bill.

H. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE

1. Minimum Contract Periods

Except as hereinafter provided, the minimum contract period for all services and facilities are one month at the same location.

The length on contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to the subscribers to the day the succeeding directory is first distributed to subscribers.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

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GENERAL RULES AND REGULATIONS (Continued)

H. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE (Continued)

2. Termination of Service – Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.

In the case of directory listings where the listing has appeared in the directory or where a non-listed or non-published listing has been properly omitted, the charges are due to the end of the directory period, except that in the following cases charges will be continued only to the date of the termination of the extra listing or proper omission with a minimum charge of one month.

- (1) The Contract for the main service is terminated
- (2) The listed party becomes a subscriber to some other class of exchange service.
- (3) The listed party moves to a new location.
- (4) The listed party dies.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified and upon payment of all charges to the date of the termination of the service.

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## GENERAL RULES AND REGULATIONS (Continued)

## H. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE (Continued)

Service may be cancelled by the Customer only on not less than thirty (30) days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line.

## 3. Termination of the Service by the Company

For any of the following reasons the Company may discontinue service upon at least ten (10) days written notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

- In the event a Customer's bill remains unpaid after more than thirty (30) days following the rendition of the bill.
- In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for the following reasons: non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this price list or otherwise; or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment; or for violation or threatened violation of any of the terms or conditions of this price list by the Customer or authorized user; or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this price list. Cancellation will be effective on the date specified on the written notice. A reasonable attempt will be made within twenty-four (24) hours after the ten (10) day cancellation notice period to personally contact the Customer.

Service may be cancelled by the Customer only on not less than thirty (30) days written notice to the Company. In the event the Company is unable to disconnect the Customer's

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GENERAL RULES AND REGULATIONS (Continued)

H. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE (Continued)

access line by the requested date, the customer will be responsible for any usage over the line.

I. PAYMENT FOR SERVICE AND FACILITIES

The subscriber shall pay for service and facilities monthly in advance, except all various units of government, and shall pay for Moves and Changes when billed. Failure to receive a bill does not relieve the subscriber of the responsibility for payment in accordance with the provisions set forth herein.

All bills for service are due and payable at the office of the Company on or before the fifteenth day following the post marked date of the statement of the month in which the bill is rendered.

J. SPECIAL SERVICES AND FACILITIES

Special services and facilities not ordinarily used in the furnishing of telephone service and not otherwise provided for by the Price List schedules of the Company may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. Special services are provided for each individual application as a custom-engineered system to satisfy and provide for the needs of that customer. Applicable charges will be determined by the Company for each individual system. In the event any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty (30) days written notice to the subscriber.

K. LIABILITY OF COMPANY

The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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**GENERAL RULES AND REGULATIONS (Continued)**

**L. CUSTOMER NOTICE**

The Company will give at least ten (10) days notice to customers and the Idaho PUC before increasing rates or other changes. The notice to customers will be either individual notice or a public notice in the newspapers in Company's Idaho service areas.

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NETWORK ACCESS LINE SERVICE

RATES

Access Lines	Monthly Rate	
	Residence (R-1)	Business (B-1)
Local Service	\$52.50	\$53.35
PABX Trunks		\$56.35

CONDITIONS

The above rates apply to the provision of network access lines which, when connected to a suitable telephone instrument provides access to the telephone network.

Instruments must be provided by the subscriber, subject to the conditions described in the Connection With Subscriber-Owner Equipment portion of this Price List.

Additional instruments may be attached to network access lines. The Company reserves the right to limit the number of instruments connected to an access line if they cause interference with the normal operation of the line.

Tone Dial service is provided only where the facilities are available.

Business Rates Apply:

- At any location where activities are of a business, trade or professional nature.
- At any location where the listing of service at that location indicates a business, trade or profession.
- Where only one network access line is provide at a location, which is both a residence and a business.
- At schools, hospitals, libraries, churches and other similar institutions.

Residence Rates Apply:

- In private residence where business listings are not provided and telephone service is not used for the conduct of business.
- In the place of residence of a clergyman, physician, or other medical practitioner provided the subscriber does not maintain an office in the residence.

NETWORK ACCESS LINE SERVICE (Continued)

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**Extended Area Service:**

Extended Area Service (EAS) will be provided between the exchanges listed below.

**Exchange Area**

**Exchange Areas included in Extended Local  
Calling Area**

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## SERVICE CONNECTION, MOVE AND CHANGE CHARGES

## RATES

	<u>Business</u>	<u>Residence</u>
Service Order	\$25.00	\$25.00
Line Connection	\$49.50	\$28.50
Premises Visit		
First 30 minute increment or fraction thereof	\$45.00	\$45.00
Next three 15 minute increments or fraction thereof	\$22.00	\$22.00
All additional 15 minute increments or fractions thereof	\$12.00	\$12.00

## CONDITIONS

These charges are intended to cover the expense incurred by the Company in conjunction with the following:

- Establishment of service;
- Change in location of a service to other premises;
- Transfer of service from one customer to another;
- Change of telephone number at customer's request;
- Installation of auxiliary equipment;
- Restoration of service discontinued for non-payment.

Charges shown in this schedule are based on work being performed during regularly scheduled working hours of the Company's employees. Work performed with overtime labor costs will be performed at direct cost to the customer.

No charges will apply under the following circumstances:  
Service to which no monthly rates apply.

## DEFINITIONS

## Service Order

Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for the establishment of service. It is also applicable for customer's request for additions, moves or changes to existing service.

## Premises Visit

Applicable if a Company employee must visit the customer's premises to move or change a service drop or standard network interface at the customer's request. Not applicable when a Company employee is on the customer's premises for any other business purpose.

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SERVICE CONNECTION, MOVE AND CHANGE CHARGES (Continued)

DEFINITIONS (Continued)

Line Connection

Applicable for work done in the Central Office or work involving Central Office equipment necessary to provide a network access line or make changes to an existing network access line.

If service requires work in more than one Central Office area, this charge applies for each office.

INTRAEXCHANGE PRIVATE LINE

RATES Monthly

	<u>Installation</u>	<u>Rate</u>
Per Channel Termination	Actual Cost	ICB

CONDITIONS

The Company will furnish and maintain Private Lines, where facilities are available and within the Exchange Area, for communication between stations not connected to the telephone network.

The channel termination rate will apply for each termination w/within the exchange area.

DIRECTORY ASSISTANCE SERVICE

RATES

Per each Directory Assistance Call	\$0.85
------------------------------------	--------

CONDITIONS

1. The above charge will apply to each call to a directory assistance operator requesting information for locations within the company.
2. The charge will apply regardless of whether or not the operator is able to supply the requested information.
3. A maximum of two requests for information will be allowed per directory assistance call.

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**DIRECTORY ASSISTANCE SERVICE (Continued)**

**CONDITIONS (Continued)**

4. Charges for Directory Assistance calls placed from”

Customers who have a reading, physical or visual handicap and thus are unable to use the directory are above to receive five (5) Directory Assistance Calls per month free of charge.

5. In the event a customer obtains directory assistance service through fraudulent means, in addition to any other action authorized by this Price List, the Company may assess appropriate Directory Assistance charges on the customer’s regular telephone account.

**CUSTOMER CALLING FEATURES (CCF)**

**RATES**

	<u>Residence</u>	<u>Monthly Business</u>
Custom Calling Feature (CCF)		
Call Waiting	\$4.50	\$7.00
Call Forwarding – Variable	\$2.50	\$5.00
Three-Way Calling	\$3.00	\$5.00
Speed Calling – 8 Numbers	\$2.00	\$4.00
Speed Calling – 30 Numbers	\$3.00	\$5.00

**CONDITIONS**

Custom Calling Services are available only to those customers who are served from a Central Office equipped to provide such services.

From time to time the Company may offer promotional programs where the non-recurring charges may be waived.

When a service is programmed for both Three-way Calling and Call Waiting only one of the two may be activated at any one time.

When a service is programmed for both Call Waiting and Call Forwarding only one of the two may be activated at any one time.

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CUSTOMER CALLING FEATURES (CCF) (Continued)

A service may be programmed with any combination of the five customer calling services.

DEFINITIONS

Call Waiting

A distinctive tone informs the telephone user that another call has been placed to his line. By briefly depressing the hookswitch, the user will be connected to the second caller while holding the first, subsequent depressions of the hookswitch will allow the user to alternate between callers.

Call Forwarding

Permits transfer of all incoming calls automatically to any dialable number. The number can be selected by the customer each time Call Forwarding is activated or the call directed to the previously selected number. If the alternate location is not a free call the customer will be billed for each call forwarded.

Three-Way Calling

Permits a telephone user to add a third party to an existing local or long distance call. It will also permit a telephone user to consult privately with a third party while holding the original call.

Speed Calling

Permits placing local and long distance calls to preselected telephone numbers by dialing an abbreviated code. To add a number to the calling list the customer uses his own telephone.

Fixed Calling

After dial tone is obtained, if the caller does not commence dialing within a predetermined length of time, a call will automatically be placed to a number previously selected by the subscriber.

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ADVANCED CUSTOM CALLING FEATURES (ACCF)

RATES

	Monthly Rate		Per Usage Rate	
	<u>Residence</u>	<u>Business</u>	<u>Residence</u>	<u>Business</u>
Advanced Custom Calling Features (ACCF)				
Account Code Forced	\$3.00	\$3.00		
Anonymous Call Rejection	N/C	N/C		
Automatic Callback	\$3.00	\$3.00		
Automatic Recall	\$3.00	\$3.00		
Call Forward Busy	\$1.00	\$3.00		
Call Forward No Answer	\$1.00	\$3.00		
Call Forward Busy/No Answer	\$1.00	\$3.50		
Call Hold/Retrieve	\$2.00	\$3.00		
Call Pick Up Directed	\$1.00	\$1.00		
Caller ID – Number Only	\$6.50	\$7.00		
Caller ID – Name and Number	\$6.50	\$7.50		
Caller ID – Per Call Blocking	N/C	N/C		
Caller ID – Per Line Blocking	\$1.00	\$1.50		
Caller ID – Per Call Unblocking	N/C	N/C		
Cancel Call Waiting (*70)	N/C	N/C		
Customer Originated Trace			\$1.00	\$1.00
Distinctive Alert/Call Waiting Access	\$1.00	\$1.00		
Do Not Disturb	\$3.50	\$3.50		
Hot Line	\$2.00	\$2.00		
Make Busy	\$2.00	\$2.00		
Message Waiting Indication	\$ .25	\$ .25		
Selective Call Acceptance	\$3.00	\$3.00	Not Currently Available	
Selective Call Forwarding	\$3.00	\$3.00	Not Currently Available	
Selective Call Rejection	\$3.00	\$3.00	Not Currently Available	

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ADVANCED CUSTOM CALLING FEATURES (ACCF) (Continued)

Custom Feature Packages

Premium Residence Package Includes

Voice Mail – Premium  
Caller ID – Name and Number  
Anonymous Call Rejection  
Call Waiting  
Call Forwarding  
Call Forward Busy/No Answer  
Message Waiting Indication  
Three-Way Calling  
Automatic Callback  
Automatic Recall  
Speed Calling – 8 or 30 Numbers

Residence  
\$\$\$\$, includes local service

Basic Residence Package Includes:

Voice Mail – Basic  
Caller ID – Name & Number  
Call Forward Busy/No Answer  
Message Waiting Indication  
Anonymous Call Rejection  
Three-Way Calling  
Speed Calling – 8 Numbers

\$\$\$\$, includes local service

Premium Business Package Includes:

Voice Mail – Premium  
Caller ID – Name & Number  
Call Waiting  
Call Forwarding  
Call Forward Busy/No Answer  
Message Waiting Indication  
Three-Way Calling  
Speed Calling – 30 Numbers  
Automatic Callback  
Automatic Recall

Business  
\$\$\$\$, includes local service

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ADVANCED CUSTOM CALLING FEATURES (ACCF) (Continued)

Basic Business Package Includes:

Voice Mail – Basic  
Call Waiting  
Call Forwarding  
Call Forward Busy/No Answer  
Message Waiting Indication  
Three-Way Calling  
Speed Calling – 8 Numbers

\$\$\$\$\$, includes local service

CONDITIONS

1. Advanced Custom Calling Features are available only to those subscribers who are served from a Central Office equipped to provide such services.
2. Certain Advanced Custom Calling Features are not available with party line service.
3. Calling Name and Number Deliver, Blocking and Anonymous Caller Rejection require an additional piece of Customer Provided Equipment (CPE) to fully activate features.
4. Selective Call Forwarding, Selective Call Rejection, Selective Call Acceptance, and Call Waiting provide customers with four different options for treating incoming calls. Each feature is capable of holding a list of up to 12 directory options for treating incoming calls. Each feature is capable of holding a list of up to 12 directory numbers (DNS) that should receive screening treatment. Once a customer has programmed the list and turned on the feature, the switch will screen each incoming call and direct the call to the treatment specified by the feature.
5. For those Advanced Custom Calling features billed on a per usage basis excluding Call Trace, a maximum amount as listed above will be billed once the per usage charges reach or exceeds the maximum.
6. From time to time, the Company may offer special promotions to its customers. These offerings will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service. These offerings may be limited to certain dates and locations, and will be for limited time periods. When such an offering is made, the Commission will be notified and a copy of the offering will be provided to them.

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ADVANCED CUSTOM CALLING FEATURES (ACCF) (Continued)

OBLIGATION OF COMPANY

1. Limitation of Obligation with Respect to Privacy Concerns

The Company shall be held harmless by the subscriber in cases where the subscriber's telephone number is transmitted via the Caller ID CLASS Feature to another subscriber who subscribes to that service, and the subscriber has not blocked the transmission of his telephone number.

2. Obligation of the Subscriber

Under no circumstances should any subscriber to the Caller ID Advanced Custom Calling Feature use telephone numbers delivered to him for purposes of marketing any service, or for the sale of those numbers to any interested party. Permitted uses of the number information received through the Caller ID service include:

"billing and collection, routing, screening, and completion of the originating subscriber's call or transaction, or for services directly related to the originating subscriber's call or transaction."

Caller ID information can be used only to market goods and services to existing customers, and only to market goods and services to existing customers that are directly related to those the existing customer already uses.

Notification of illegal procedures having been given herein, the Company shall be held harmless by all parties in cases where subscribers of the Company use this information in an unauthorized manner, as described above.

DEFINITIONS

Account Code Forced – this feature prevents the use of a telephone by unauthorized individuals. A code must be dialed which is recognized by the system, thereby allowing the use of the telephone. If an invalid code is dialed, then reorder tone is returned to the subscriber.

Anonymous Call Rejection – allows the subscriber to reject private numbers. With this service, if the caller does not allow their number to be recognized, they will hear a recorded announcement telling them "The number you have reached is not accepting calls from private numbers." To activate this service, dial \*77 (rotary – 1177) ore deactivate, dial \*87 (rotary – 1187). (NOT CURRENTLY AVAILABLE)

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ADVANCED CUSTOM CALLING FEATURES (ACCF) (Continued)

DEFINITIONS (Continued)

Automatic Callback – allows the subscriber to automatically return a call to the number of the phone that last called. By dialing the access code (\*66) push-button or 1166 rotary, the callback feature will automatically dial the last calling number. The feature can be deactivated by dialing (\*86) push-button or 1186 rotary. (NOT CURRENTLY AVAILABLE)

Automatic Recall – allows the subscriber who calls a busy number to dial an access code (\*69) push-button or 1169 – rotary to be alerted, by way of a distinctive ring, when the number is no longer busy. When the user picks up their phone, they will be connected automatically to the previously busy number. To deactivate the Automatic Recall feature, the user can dial (\*89) on a push-button phone or 1189 on a rotary phone. (NOT CURRENTLY AVAILABLE)

Call Forwarding Busy – allows a subscriber to have all calls (incoming or intragroup) forwarded to a predetermined alternate number when the called number is busy. The subscriber can activate the feature by dialing (\*90) push-button or 1190 rotary and deactivate the feature by dialing (\*91) push-button or 1191 rotary. The alternate number can be any dialable number and can be modified only at the Central Office. If the alternate location is not a free call, the subscriber will be billed for each call diverted.

Call Forward No Answer – allows a subscriber to have all calls (incoming or intragroup) forwarded to another number if the subscriber does not answer after a preset number of ringing cycles as set by the Company. The subscriber can activate the feature by dialing (\*92) push-button or 1192 rotary and deactivate the feature by dialing (\*93) push-button or 1193.

Call Forward Busy/No Answer – allows a subscriber to have incoming calls (those which originate outside the group) forwarded to another number if the subscriber does not answer after a preset number of ringing cycles that are set by the Company. The subscriber can activate the feature by dialing (#92) push-button and deactivate the feature by dialing (#93) push-button.

Call Hold/Retrieve – allows a subscriber to return the telephone's handset on-hook while a call is in progress. Calls placed on Hold are retrieved by dialing the Call Hold-Retrieve feature access code.

Call Pick Up Directed – allows a subscriber to answer a call directed to another line which has been answered or is ringing by dialing a preset access code (#60) and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

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ADVANCED CUSTOM CALLING FEATURES (ACCF) (Continued)

DEFINITIONS (Continued)

Caller ID – Name and Number – allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, after the first ring, but before the call is answered. The name and number are displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and obligation shall be to reasonably correct errors in names when notified in writing of such errors.

The calling telephone name and number is only available in those areas where appropriate signaling network connections exist to forward the calling party's name and number. The calling name and number is also not available when incoming calls have been handled by an operator or charged to credit cards. Number delivery for calls originated from a PBX will display the main PBX number only. If the caller's number is a multi-party line, or is blocked, the number will not be displayed.

Caller ID information transmitted via Caller ID may not be sold or given to another party without the caller's consent. Caller ID information may only be used for: a) routing or completion of calls, b) billing of calls, c) account management purposes, d) services directly related to the call or transaction, e) verification of calling party identity and f) marketing products or services that are directly related to those previously acquired by the subscriber from the number delivery services subscriber. Caller ID subscribers failing to comply with any of these conditions will have their service terminated.

Caller ID – Number – same as "Name and Number" except only the calling party's number is delivered.

Caller ID Per Call (\*67) Blocking – allows a subscriber to block delivery of his/her name and number when calling someone with Caller ID capabilities. The activation code for this feature is (\*67) push-button or 1167 rotary. This feature is provided free of charge to all subscribers receiving telephone service from suitably equipped central offices.

Caller ID – Per Line Blocking – provides a permanent indicator on a customer's line. Once block is established on the customer's line, the private status can be deactivated by the customer on a per call basis.

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ADVANCED CUSTOM CALLING FEATURES (ACCF) (Continued)

DEFINITIONS (Continued)

Caller ID – Per Call Unblocking – allows a subscriber who has Caller ID – Per Line Blocking to unblock delivery of his/her name and number when calling someone with Caller ID capabilities. The activation code for this feature is \*82 (1182 rotary). This feature is provided free of charge.

Cancel Call Waiting – allows the subscriber to cancel Call Waiting before or during one telephone call. The access code to cancel Call Waiting is (\*70) push-button or 1170 rotary.

Customer Originated Call Trace (COT) – allows a subscriber to have the last incoming number automatically traced. The results of the trace are not provided directly to the subscriber; they are output to the telephone company. The Company, at the subscriber request will forward the results to the police after a case number has been assigned by the police. The access code for this feature is (\*57) push-button or 1157 rotary.

Distinctive Alert/Call Waiting Access – allows a subscriber to receive a Call Waiting tone from a line so equipped from parties on a pre-programmed list. If the call line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone. The access code for this feature is (\*81) push-button or 1181 rotary.

Do Not Disturb – allows subscribers to prevent incoming calls from ringing at their stations. Only callers who have the subscriber's Personal Identification Number (PIN) can override the Do Not Disturb feature. To activate the feature, the subscriber can dial (\*78) push-button or 1178 rotary. To deactivate the feature, the subscriber can dial (\*79) push-button or 1179 rotary. Subscribers with push-button phones can change their PIN by dialing the access code (#87).

Hot Line – Hot Line service allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

Make Busy – allows the line to appear busy, even when not engaged. To activate the feature, dial (\*58) push-button or 1158 rotary. Dialing (\*59) push-button or 1159 rotary will deactivate the feature.

ADVANCED CUSTOM CALLING FEATURES (ACCF) (Continued)

DEFINITIONS (Continued)

Message Waiting Indication – allows a subscriber to hear a special (stutter) dial tone when they go off-hook and a message is waiting. This feature is an enhancement to voice mail services.

Selective Call Acceptance – allows subscribers to specify a list of numbers from which they are willing to accept calls. Calls from numbers not contained on the list are routed to an appropriate announcement. The access code for this feature is (\*84) push-button or 1184 rotary, and is used to add or delete numbers from the list of acceptable calls.

Selective Call Forwarding – permits the subscriber to create a list of calling numbers that are to be call forwarded. If a call is received from a Directory Number on the screening list, the call is forwarded to the designated forward-to-number. All other calls are treated normally. The access code for this feature is (\*83) push-button or 1183 rotary.

VOICE MAIL SERVICE

RATES	<u>Residence Monthly Rate</u>	<u>Business Monthly Rate</u>
Basic w/voice mailbox:		
One (1) minute greeting message	N/C	N/C
Fifteen minutes of messages (new or saved)		
Messages can be up to 3 minutes in length		
Storage on new and old messages 10 days		
Premium w/voice mailbox:		
One 2 minute greeting message	\$4.95	\$6.95
Sixty minutes of messages (new or saved)		
Messages can be up to 3 minutes in length		
Storage on new and old messages 30 days		

CONDITIONS

Voice mail is offered from suitably equipped central offices only. Voice mail is not offered from central offices that are not equipped to offer the service.

Voice mail is offered to residence and business subscribers as a service that can automatically answer a telephone line after a certain number of rings or when the called party's line is in use. For a voice mail box the subscriber must have their lines equipped with a Call Forwarding feature and if they wish to receive notification of new messages the line must be equipped with Message Waiting Indication. The rates and charges for these features are specified in the Customer Calling and Advanced Custom Calling Features sections of this price list.

Voice mailboxes can store and save messages in differing degrees, depending on the level of service ordered by the subscriber.

Credit for service interruption will be provided if service is interrupted for a period exceeding twenty-four (24) hours. The credit shall be the monthly amount for service divided by thirty (30) days times the number of days that service is continually interrupted.

The Company is not responsible for lost or dropped messages. Periodically, the Company will update the software supporting voice mail service. During this period, voice mail will not be operational. This period will not exceed 24 hours; therefore, credit for service not received will not be allowed for regular software upgrades.

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**VOICE MAIL SERVICE (Continued)**

**CONDITIONS (Continued)**

Voice mail can be programmed to answer a subscriber's telephone line after a set number of rings.

A subscriber has access to a voice mailbox by dialing a seven or ten digit access number followed by a personal identification code. The subscriber can then retrieve messages and save them or erase them. The subscriber can also program a personal greeting that will play when voice mail answers a telephone line.

The standard mailbox features include forwarding to the mailbox on no answer (subscriber selectable for 2 to 5 rings), forwarding to the mailbox on busy line, and a new message indication (stutter dial tone).

Subscribers using call waiting may not choose to have calls forwarded to voice mail on a busy signal. These subscribers will be interrupted with a call waiting tone burst for as many rings as the subscriber selects for no answer forwarding. If the subscriber does not answer the call waiting tone, the second caller will be forwarded to voice mail.

From time to time, the Telephone Company may offer special promotions to its customers. These offerings will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service. These offerings may be limited to certain dates and locations, and will be for limited time periods. The Commission will be notified of any offering and a copy of such offering will be provided to the Commission.

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PAYPHONE SERVICE  
(NOT CURRENTLY AVAILABLE)

RATES

	<u>Installation Charges</u>	<u>Monthly Rate</u>
Payphone Service		
Instrument Implemented	Applicable Nonrecurring Charges	\$46.50
Central Office Implemented	Applicable Nonrecurring Charges	\$49.50
Features and Functions		
CO Coin Line Signaling		\$2.21
Special Number Assignment	\$5.00	
Selective Class of Call Screening		\$2.00

CONDITIONS

1. Payphone Service includes lines to which coin, Coin less, card reader or a combination of coin/card reader telephones may be attached.
2. Payphone Service is a business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer's premises, and the Network Interface Device (NID) at the demarcation point. These facilities are Company provided and maintained and provide access to and from the telecommunications network for long distance service and local calling.
3. A Maximum of one customer provided instrument implemented pay telephone may be connected to any one instrument or CO implemented coin line.
4. General Rules and Regulations found in this Price List are applicable to the provision of Payphone Service.
5. Directory listings may be provided under regulations governing the furnishing of listings for business subscribers.

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6. A Network Interface Device will be installed at a location determined by the Company that is accessible to the customer. The Network Interface Device (NID) is a company  
PAYPHONE SERVICE (Continued)

**CONDITIONS (Continued)**

provided jack or its equivalent. It is the point of connection between the telephone company owned wiring and wiring owned by the Customer.

7. Applicable Nonrecurring Charges plus actual costs apply for the installation, move or rearrangement of the Network Interface Device (NID) on the customer's premises to establish or reestablish network access.
8. The Company shall not be liable for shortages of coins collected and deposited at the subscriber's equipment. The limit of the Company's liability for end user fraud of whatever nature occurring at or in association with the subscriber's equipment shall be governed by provisions of this Price List and rule or regulations of the Commission. In case of conflict between the Price List provisions and Commission rules and regulations, the rule or regulations shall prevail.
9. Extensions to a payphone service provider are not permitted.
10. Special Number Assignment is available where technically feasible and requested numbers are available.

**RESPONSIBILITY OF THE CUSTOMER**

1. The customer shall be responsible for the installation, operation and maintenance of the customer provided instrument, plus all ancillary equipment, such as booths, shelves, lighting, directories, etc., used in connection with this service.
2. The telephone instrument, plus all ancillary equipment, must comply with the requirements of all applicable federal, state and local laws and regulations concerning disabled, handicapped and/or hearing impaired persons.
3. a. The customer shall be responsible for the payment of charges for all local and toll messages originating from or accepted at this type of service, including any Directory Assistance Calls.

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- b. Customer's are responsible for any federal, state or local taxes on the Customer Owned Pay Telephone or calls made from that phone.

PAYPHONE SERVICE (Continued)

RESPONSIBILITY OF THE CUSTOMER (Continued)

- 4. The customer provided instrument must be registered in compliance with Part 68 of the FCC's Rules and regulations or be connected behind an FCC registered protective coupler under Part 68 of the FCC Rules and Regulations and have the following operational characteristics:
  - a. Must be able to access the operator at no charge and without using a coin.
  - b. Must be able to access Directory Assistance.
  - c. Must be able to complete local and toll calls.
  - d. Must be able to access 911 emergency service, where available, at no charge and without using a coin.
  - e. Must be able to access toll free 800/888 Service at no charge and without using a coin.
  - f. Must allow any End User to reach their preferred Long Distance Carrier by dialing the appropriate Long Distance Carrier Access Code. These codes must conform to the industry standard formats of 10XXX and 101XXXX.
- 5. Instrument must be labeled or there must be posed in close proximity to the instrument, information including:
  - a. Name, address and (local or toll free) telephone number of the private pay phone owner;
  - b. Procedure for reporting service difficulties and method of obtaining refunds;
  - c. A statement that the instrument is not owned by the Local Exchange Company and that charges for calls made on the instrument are not regulated;
  - d. Dialing instructions;

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- e. Operational characteristics such as pre-pay or post-pay;

PAYPHONE SERVICE (Continued)

RESPONSIBILITY OF THE CUSTOMER (Continued)

- f. Emergency dialing information including dial tone first, coin-free 911 or other emergency access; and
  - g. Where calls are timed, the time limits per call.
6. Customers who elect not to subscribe to Selective Class of Call Screening will be fully responsible for all calls billed to customer's exchange access line. The Telephone Company shall have no responsibility to adjust any such charges and/or release customer from paying any such charges. Customer will hold the Telephone Company harmless from and against any liability or loss resulting from all calls billed to customer's exchange access line.
  7. The customer is responsible for compliance with the FCC's Rules and Regulations and the State Commission's Rules and Regulations regarding the use of customer provided pay telephones.

VIOLATION OF REGULATIONS

1. Where any customer owned pay telephone is in violation of this Price List, the Company will take whatever action is necessary to protect the network and will promptly notify the customer in writing of the violation.
2. The customer shall discontinue use of the customer owned pay telephone or correct the violation and notify the Company in writing within five (5) days after receipt of such notice that the violation has been corrected.
3. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the Customer service until such time as the customer complies with the provisions of this Price List.

INSTRUMENT IMPLEMENTED PAYPHONE SERVICE

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Instrument Implemented Payphone Service is offered for use with a customer provide pay telephone. All attachments of a customer provided instrument to the network must be made pursuant to the rules and regulations set forth in this Price List and as required by State and Federal commission.

PAYPHONE SERVICE (Continued)

CENTRAL OFFICE (CO) IMPLEMENTED COIN LINE

1. Central Office Implemented Con Line provides coin signaling. It is a line side connection from the local exchange switch to the point of demarcation at the customer premises.
2. Features are additives to the operation of a flat rate access line that provides for CO Implemented coin line service. The Company offers those features that are provided by the functionality of the Company's switches. These include coin supervision, coin control (collect and return of coons, if applicable), and answer supervision. The Company does not offer operator services. CO implemented coin line features that are implemented by the functionality of an operator service provider, such as coin rating, coin refund, repair referral, and operator call screening, are the responsibility of the Payphone service provider (Customer).
3. Validation may be performed through Originating-Line Screening (OLS). OLS enables operator service providers to determine whether there are billing restrictions on the exchange access line from which a call originates. OLS service delivers codes on operator assisted calls to identify calls originating from privately owned payphones, inmate locations and hotels/motels, etc. Rates for this service are found in the appropriate interstate access tariff, when facilities and services are available.
4. CO Implemented Coin Line features, including coin line signaling, coin collect and return (where applicable) and answer supervision are provided by the Telephone Company per the technology available from the Company's facilities. It shall be the responsibility of the CO Implemented Coin Line payphone owner to assure technical and operational compatibility with the coin line features offered by the Telephone Company.

FEATURES AND FUNCTIONS

1. CO Coin Line Signaling provides signaling on the line notifying the line that the called party has answered and provides an electrical signal on a CO Implemented Line

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indicating to the payphone equipment to collect or return coin(s) to the calling party. This feature is an additive to the CO Implemented Coin Line.

2. Special Number Assignment is a specific number requested by the customer. This service is available where facilities are available and it is technically feasible to provide.

PAYPHONE SERVICE (Continued)

FEATURES AND FUNCTIONS (Continued)

This feature is an additive to the CO Implemented Coin Line or to the Instrument Implemented Payphone Service.

3. Selective Class of Call Screening will be provided where such facilities are available at the customer's option. Selective Class of Call Screening treatment enables the customer to restrict outgoing operator handled calls, placed over the Telephone Company's network, from the service point to only those calls which are charged to a called telephone, a third number or a calling card.

DEFINITIONS

Billed Number Screening – allows the customer to identify to the Telephone company that they will not accept any Third number and/or Collect calls for billing to their telephone number. The Company places information regarding this screening restriction into a database that is normally accessed by operator service providers prior to such calls being completed. When customers have indicated that they do not wish to accept billing for any Third number to collect calls, the database will not validate charging for such a call. The operator service provider can then decide whether to complete the call based on this information provided by the database. Billed Number Screening can be ordered to screen third number billed calls, collect calls, or both.

Central Office (CO) Implemented Coin Line – access line that provides coin signaling.

Demarcation Point – the point of connection, provided and maintained by the telephone company, at which the station wiring becomes dedicated to an individual customer's use. For an individual customer dwelling, this point of connection will generally be the modular jack incorporated into the customer side of the Network Interface Device (NIC). The drop wire and the network protector will continue to be provided by, and remain the property of, the telephone company. The demarcation point is usually the point at which the telephone company wiring connects with the customer's wiring.

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Network Interface Device (NID) – a device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network.

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## DIRECTORY LISTINGS

## RATES

	<u>Monthly Rate</u>
Additional or Alternate Listing – Business	\$1.50
Residence	\$1.00
Cross reference or Duplicate	\$1.00
Extra Lines, per line	\$ .50
Non-List	\$ .50
Non-Publish	\$1.00

## CONDITIONS

The regulations for directory listings as provided in this section, apply only to that section of the directory containing the regular alphabetical list of names of subscribers.

## Primary Listing

One listing without charge, termed the Primary Listing, is provided as follows:

1. For each separate subscriber service. When two or more main station lines or PBX trunk lines are consecutively operated, the first number of the group is considered the primary listing.
2. Non-listed telephone numbers are listed in the information file, but are not listed in the Company's directory. They will be given out upon request.
3. Non published numbers are not listed either in the directory or the information file and are not to be given out to anyone unless authorized by a court of law.

## Restrictions

Names in directory listings shall be limited to the following:

1. In connection with residence service:
  - a) The individual names of the subscriber, or
  - b) The individual name of a member of the subscriber's family, or
  - c) The individual name of a permanent member of the subscriber's household, or
  - d) Dual (joint) listings for customers who share the same surname and reside at the same address.

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**DIRECTORY LISTINGS (Continued)**

**CONDITIONS (Continued)**

2. In connection with business service:
- a) The individual name of the subscriber, or
  - b) The name under which the subscriber is actually doing business, or
  - c) The name under which a business is actually being conducted by someone other than the subscriber and which the subscriber is authorized by such other to use, or
  - d) The individual names of the officers, partners, or employees of the subscriber, or
  - e) The names of departments when such listings are deemed necessary from a public reference viewpoint.

The Company may require that the subscriber provide the Company with written permission for the insertion or continuance of listings. The Company may refuse to accept or may delete listings of a business, which the subscriber claims to represent. The Company may refuse to accept or may delete a listing, which includes the trade name of another.

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AUTOMATIC DIALING AND ANNOUNCEMENT DEVICES (ADADS)

An automatic dialing announcement device (ADAD) dials telephone numbers it has been programmed to dial and plays a recorded message when a call is answered. There are two types of ADADs: those used for solicitation calls and those used for non-solicitation calls.

RATES

Per Access Line	<u>Monthly</u> Business Access Line Rate
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CONDITIONS

Certification

Before any ADAD, other than one that will be used to deliver a message in response to an emergency, may be connected to the telephone network, the potential user must verify in writing to the Company that the ADAD(s) will have the capacity to comply with the requirements of these Price List provisions and that the user will use the ADAD(s) only in compliance with these provisions.

Customer Obligations

- A. The potential user must notify the Company in writing of the intended use of the ADAD(s). The notice shall list the calendar days and clock hours during which the ADAD(s) will be used and shall estimate the message attempts per hour and the average length of completed messages.
- B. The ADAD user (customer) must notify the Company in writing within thirty (30) days of any changes in the ADAD operation that results in either an increase or decrease in the number of message attempts per hour and/or the average length of completed message.
- C. The use of automatic dialing and announcement devices (ADADs) that do not automatically disengage the called party's line when the called party hangs up its receiver are absolutely prohibited, except for their use in security and alarm systems or other systems in which the called party has previously agreed to the ADAD's call and has consented to its line being engaged in this manner.
- D. ADADs are prohibited from making unsolicited calls before 9:00 AM or after 9:00 PM.
- E. ADADs are prohibited from calling public safety numbers such as police, fire and emergency services. ADADs are prohibited from calling unlisted, unpublished or inward WATS numbers. ADADs are prohibited from calling more than one number held by a given called party.

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CONSTRUCTION CHARGES

1. GENERAL

Line extensions consist of additions to plant beyond existing leads, and do not include additions to plant along existing telephone utility leads. Line extension charges are applied to subscriber applicants with abnormally long extension requirements to prevent unreasonably burdening the general body of existing subscribers. All line extensions will be owned and maintained by the Company.

Line extension charges set forth in this schedule apply in connection with all types of service when established by means of an extension to the Company's plan consisting of "buried wire" or pole construction, including extensions by means of poles to be owned solely by the Company or jointly with others and by means of contacts or contact space on poles of others. The Company shall determine the type of construction to be used.

In lieu of the charges otherwise applicable, the applicant, if he so elects, may initially clear the right of way, furnish and set the required poles in accordance with the normal construction standards of the Company. In all instances the ownership of facilities shall be entirely vested in the Company.

The location of line extensions are determined by the telephone company and the distances (including drop wire) are measured along the route so selected.

Construction to serve two or more customers, whether on public right-of-way or private easements, may be used for serving subscribers in general.

The total extension to plan (along public roads or on private property) to be furnished without charge shall not exceed 300 feet per application. Where the total extension exceeds 300 feet, the free footage allowance is first computed for the private property portion of the extension prior to computing any allowance for the construction along public roads. In addition to the Line Extension Allowance, customers shall receive up to 300 feet of drop wire construction without charge. However, ownership of facility will be retained by the Company.

Contracts, covering periods not more than three years of telephone service, may be required by the Company as a condition precedent to establishment of the service when line extensions are necessary. Such contracts will not require advance or unusual payments in excess of those

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CONSTRUCTION CHARGES (Continued)

1. GENERAL (Continued)

otherwise required by this schedule, and shall not interfere with the Company's right to collect amounts as provided elsewhere in its Price List schedule.

When an applicant is so located that it is necessary to use private an/or public right-of-way to furnish service, and the Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the costs incurred in securing the right-of-way in addition to other charges.

The estimate cost of the line extensions are payable in advance. In the event of overcharge, refunds to applicants will reflect the difference between the estimated cost and the actual cost of the line extension. In the event of undercharge, the Company shall bill the applicant for an amount not to exceed ten (10%) percent of the estimated extension costs. Any adjustments between the estimated costs advanced by the applicant and the reasonable actual cost shall be made within sixty (60) days after completion of the extension.

2. LINE EXTENSIONS

RATES

A. Line Extensions and Additions:

Extensions and additions to plant necessary telephone service No Charge

B. Line Extensions and Upgrades outside the Base Rate Area:

a. Upgrades to plant along existing exchange or toll telephone circuits of this utility, including 300 feet of drop wire construction No Charge

b. Extension to plan beyond existing exchange or toll telephone circuits of this utility, including poles and buried wire.

(1) Free Footage Allowance

The Company will construct at its' expense a maximum of 300 feet of line extension per applicant. This free footage may be on private property or along a

CONSTRUCTION CHARGES (Continued)

2. LINE EXTENSIONS (Continued)

private road. The Company will also construct at its' expense a maximum of 300 feet of drop wire per applicant. However, ownership will be retained by Company.  
No Charge

(2) Extensions to plan and drop wire construction exceeding free footage allowance:  
Actual Cost

c. For line extensions of unusually long length or high cost, the Company may also estimate the cost of providing radio telephone service. The Company or applicant may request either lien extensions or radio telephone service and the applicant will pay the actual cost for the chosen option in excess of the free allowance which would be provided under the line extension option.

C. Rights-of-Way or Easements

Rights-of-way and easements to the premises, satisfactory to the company, must be furnished without costs by the applicant on public lands and private property.

GROUP OF APPLICANTS

When construction is required to serve a new applicant, a survey is made of all prospective subscribers who might be served from the new construction or an extension thereof and who might benefit by being included in the project. Free footage allowances are made only for those prospective subscribers making a written application for service.

All applicants are grouped in a single project when there is no more than one-half mile of construction between successive applicants. Separate projects are established whenever the construction between any two successive applicants exceeds one-half mile. Two ore more projects are combined, however, whenever this results in lower charges (or no increase in charges) for all of the applicants involved.

An applicant at any premises receives only a single line extension and drop wire allowance regardless of the number of services ordered at that premises.

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CONSTRUCTION CHARGES (Continued)

2. LINE EXTENSIONS (Continued)

GROUP OF APPLICANTS (Continued)

Applicants ordering service at more than one premises are treated as separate applicants at each premises for purposes of this schedule.

For the purpose of determining project charges, the collective free footage allowance for the group is subtracted from the overall Line Extension footage required for service. The total project cost is then divided equally among all applicants.

Exceptions:

- 1) No applicant is required to pay a higher charge than he would if the project were established for him alone. Any difference between this charge and the average charge for the group is absorbed by the Company.
- 2) Charges for extensions to plant on private property (including drop wire) are assumed by applicants on whose property such extensions are made and these charges are not included in the overall charges for the project. Likewise, the free footage allowance on private property is not included in the collective allowance for the project.

CHARGES TO SUBSEQUENT APPLICANTS

When a new applicant can be served from a completed project, within three years from the date service was initially established for such project, the charges for the entire project are recomputed to include the new applicant. The new applicant pays a prorated amount of the line extension charge based on the number of months (a fraction of a month is counted as a full month) remaining in the original three-year term. The time is computed from the date service is established for the new applicant.

Where additional construction is required for an applicant to be served from a project less than three years old, the cost of the project is computed as above if such recomputation does not increase the charges to those customers served from the existing project. Otherwise, a new project will be established.

When a project is recomputed as described above, existing subscribers will be refunded a prorated amount of the difference between the original charges and the recomputed charges, based

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CONSTRUCTION CHARGES (Continued)

2. LINE EXTENSIONS (Continued)

CHARGES TO SUBSEQUENT APPLICANTS (Continued)

on the remainder of the three-year term. Recomputation of the charges due to the addition of new applicants is made on the assumption that there have been no disconnects.

Where construction on private property is subsequently treated as being on public roads, or where a private road is dedicated to the public use, within three years of completion or the original project, the time extension charges shall be recomputed and refunds made to the initial applicants where applicable.

DISCONNECTS AND REUSE OF FACILITIES

When one or more subscribers on a project disconnect within the three year term, no refund is made of the line extension charge to the disconnected subscribers. Charges to remaining subscribers are not affected by disconnects.

When a subscriber disconnects service or moves off the project and service is established for a new applicant at the same location, any adjustment in charges is a matter for negotiation between the original subscriber and the new applicant.

Where a subscriber is disconnected for any reason and subsequently re applies for service from the same premises or another premises on the same project, the subscriber will not be required to pay any additional line extension charges in addition to his total original obligation.

3. REAL ESTATE SUBDIVISIONS

Line extensions into real estate subdivisions will be made by the Company provided ninety (90%) percent of the estimated total cost of such extension is advanced to the Company by the subdivider.

4. TEMPORARY OR SPECULATIVE SERVICE

Line extensions and/or additions to provide service to an applicant engaged in temporary or speculative business will be made on the condition that applicant pays to the Company the total cost of the construction and removal of the line necessary in furnishing the service, less the salvage value of the material used.

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CONSTRUCTION CHARGES (Continued)

4. TEMPORARY OR SPECULATIVE SERVICE (Continued)

If a subscriber maintains for thirty-six consecutive months a service installation which was originally established on a temporary or speculative basis, and if his business or operation at the end of that time has proven its permanency to the satisfaction of the Company, there will be refunded to the subscriber an amount equal to the difference between the payment made and the normal line extension charge which would have been applicable at the time the subscriber's service was installed.

In no event shall service installation be classed as temporary or speculative for more than six years. Refund provisions apply at the end of not more than six (6) years.

5. SAVING CLAUSE

Arrangements may be made, other than as provided for above in this schedule, in the following cases:

Where the applicant requests a particular type of construction or a specific route for extensions to meet the applicant's special requirements and where the construction or route so requested differs from the normal standards of the Company and is not required by law.

Line extensions involving underground crossings of railroads, highway or power lines, submarine cable, or along river crossings.

Where construction is required to provide service on a seasonal basis, or to provide Foreign Exchange service, or to meet other unusual conditions.

Any other line extension and/or additions involving unusual or disproportionately large construction expenditures as compared to the usual line extension.

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CONNECTION WITH SUBSCRIBER-OWNED EQUIPMENT

RATES

Local line access will be supplied at the rates described in the "Network Access Line Service" section of this Price List.

Service Call

If a trouble report results in a service call and the trouble is found to be in the customer provided equipment: \$40.00 per hour  
\$0.10 per mile

CONDITIONS

Customer provided terminal equipment or communication systems (CPE) used in conjunction with telephone service shall not interfere with any of the service offerings of the Company, endanger Company employees or the public, damage or require the alteration of Company facilities, interfere with the proper functioning of Company facilities, or impair the operation of the telephone network. Upon notice from the Company that the CPE is causing or is likely to cause such hazard or interference, the customer shall make whatever changes are necessary to correct the problem.

The Company shall not be responsible for the installation, operation maintenance of any CPE. The customer shall be responsible for the payment of all Company charges for visits by the Company to the customer premises where a service difficulty or trouble report results from customer=provided equipment or facilities.

Where CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by the CPE or, for the quality of, or defects in, such transmission, or the reception of signals by CPE.

The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company render any CPE obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

Where CPE is used with telephone service in violation of any of these conditions, the Company will take whatever action is necessary to protect the network and will promptly notify the

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CONNECTION WITH SUBSCRIBER-OWNED EQUIPMENT (Continued)

CONDITIONS (Continued)

customer of the violation in writing. The customer shall discontinue use of the equipment or correct the violation. Written confirmation of the corrective action taken will be supplied to the Company within ten (10) days following receipt of notice of the violation by the customer. Failure of the customer to comply with these requirements shall result in suspension of the customer's service until the customer complies with the provision of this Price List.

TRUNK HUNTING SERVICE ARRANGEMENTS

RATES

	<u>Monthly Rate</u>
Hunting Service per line or Trunk is a group so arranged	\$7.50

CONDITIONS

Trunk hunting service arrangement is equipment located in the Telephone Company's central office arranged to select the next available line of a customer's group of hunting lines, when the line associated with the called number of the customer is busy.

When a customer requests that specific sequential numbers be reserved for his future use with additional lines, there will be a monthly charge of 1/3 business access line rate.

LONG DISTANCE MESSAGE RESTRICTION-LOCAL EXCHANGE SERVICE

RATES

		<u>Monthly Rate</u>
Long Distance Message Restriction	Residence	\$1.00
	Business	\$1.00

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LONG DISTANCE MESSAGE RESTRICTION-LOCAL EXCHANGE SERVICE (Continued)

CONDITIONS

1. Long Distance Message Restriction – Local Exchange Service is an arrangement that permits Local Exchange Service line users to dial local service area calls but prevents the origination of long distance calls.
2. Long Distance Message Restriction – Local Exchange Service is provided for use only on individual network access line service and only where the customer has other network access line service on the same premises arranged for unrestricted use of the telecommunications network.
3. The acceptance of collect call messages is not restricted by this arrangement.

VACATION SERVICE

RATES

Vacation Service	<u>Monthly</u> ½ of the Total Monthly Network Access Line Rate And Any Additional Items Billed As A Fixed Monthly Service or Surcharge
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CONDITIONS

Vacation service may be requested by the customer for any class of residential network access line service.

Vacation rate service is granted for not less than one month and to more than six months within any consecutive twelve month period. Vacation rate service may begin on any day of the month.

Sufficient advance notice shall be given to permit arrangements for establishment or extension of vacation rate service or early restoral to complete service.

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 Boise, Idaho

**Effective Date:**  
 Mar 11, 2004

VACATION SERVICE (Continued)

CONDITIONS (Continued)

Complete service will be restored without notices on the last day of the designated vacation service rate period, unless the subscriber requests the Company to restore service sooner or to extend the vacation ate service period (to maximum of six months).

No outward or inward service is provided during the period of suspension.

A Line Connection Charge will apply to the suspension or restoral of service.

Any charges made for additional directory listings will continue at the full rate during the vacation period.

OPERATOR VERIFICATION/INTERRUPTION SERVICE

RATES

Verification per request	\$1.50
Interrupt, per request	\$3.00

DESCRIPTION

1. Customers may obtain assistance in determining if a called lien is in use (herein called verification) or in interrupting a conversation in progress due to an urgent or emergency situation (herein called interrupt) by calling the "O" operator.
2. Verification and interrupt service is furnished where and to the extent that facilities permit
3. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

REGULATION

1. Verification:

A charge applies each time the operator verifies a called line and hears voice communication.

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OPERATOR VERIFICATION/INTERRUPTION SERVICE (Continued)

REGULATION (Continued)

2. Interrupt:  

A charge applies each time an operator interrupts a conversation that is in progress on the called line.
3. If an operator both verifies the condition of the line and interrupts conversation on the same request, both the verification and the interrupt charges will apply.
4. The charge for interrupt applies whenever the operator interrupts the conversation even though one or the other parties interrupted refuses to terminate the conversation in progress.
5. Charges for verify/interrupt service may be billed to a Calling Card. Charges may not be billed on a collect basis.
6. The charges for verify/interrupt service are in addition to any applicable rates, i.e., operator assistance charges or calling card messages charges.
7. If, as a result of interrupt the line is cleared, and at the calling party's request, the operator completes the call, the applicable operator assistance charges, and/or calling card message charges apply in addition to the interrupt charges.
8. The verify charge will not apply if the number verified is not in use and the operator completes the call.
9. No verification or interrupt charge will apply if the requesting customer identifies that the call is from an authorized Public Emergency Agency. An authorized Public Emergency Agency is defined as a government agency which is operated by the Federal, State or local government and has the capability and legal authority to provide prompt aid to the public in emergency situations.
10. No charge will apply when the operator encounters a trouble condition or has reason to believe a trouble condition exists.

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**OPERATOR VERIFICATION/INTERRUPTION SERVICE (Continued)**

**REGULATION (Continued)**

11. Verification and interrupt service is furnished to coin and anon-coin customers.
12. Person-to-Person service is not offered.

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