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May 6, 2013

Via Overnight Courier

Ms. Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

**Re: Docket No. TOC-T-13-01: TNCI Operating Company LLC Application for Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Exchange Access Telecommunications Services in the State of Idaho**

Dear Ms. Jewell:

Pursuant to staff's request, TNCI Operating Company LLC ("TNCI-OpCo") has revised Price List Nos. 1 and 3, which were submitted as Exhibit E to its Application in the above-referenced proceeding. Specifically, in each Price List, TNCI-OpCo added its toll-free number to the title page, added an exculpatory clause to Section 2.1.4, and replaced references to Qwest with CenturyLink. The revised Price List No. 1 pages (title page and pages 9, 24, 58, 67, 68) and Price List No. 3 pages (title page and page 15) are attached.

An original and three (3) copies of this filing are enclosed. Please date-stamp the enclosed extra copy and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,



Jean Kiddoo  
Brett P. Ferenchak

Counsel for TNCI Operating Company LLC

cc (via email): Grace Seaman, ID PUC

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## **IDAHO TELECOMMUNICATIONS PRICE LIST**

**Rates, Terms and Conditions  
Relating to the Provision of Local Exchange Service in the State of Idaho**

### **TNCI Operating Company LLC**

114 E. Haley Street, Suite A  
Santa Barbara, CA 93101  
1-800-800-8400

This Price List contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by TNCI Operating Company LLC ("TNCI") within the State of Idaho. Please note this Price List is on file with the Idaho Public Utilities Commission ("Commission"). In addition, Price List may be inspected during normal business hours at TNCI's principal place of business at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101. Questions regarding this Price List should be addressed to Stefanie Edwards, VP Operations at (805) 560-8014 or via postal service at TNCI's principal business address.

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Issued: April 30, 2013

Effective: May 30, 2013

Issued by: Jeff Compton, President/CEO  
114 E. Haley Street, Suite A  
Santa Barbara, CA 93101

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**APPLICATION OF PRICE LIST**

- A.** This Price List schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized combined local exchange Services offered by TNCI to Customers in the State of Idaho, subject to availability.
- B.** TNCI has been granted authority to provide Local Exchange Service in the areas served by Verizon and CenturyLink.
- C.** The rates and regulations contained in this Price List apply only to the intrastate telecommunications Services furnished by TNCI and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of TNCI. This Price List does not cover any information service or other unregulated service offered by TNCI. TNCI will offer any information or other unregulated service in accordance with TNCI's current price list or contract, whichever applies to the particular Customer.
- D.** TNCI may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Price List (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of TNCI at variance with the terms hereof, or any failure, refusal or neglect of TNCI to exercise any right under this Price List or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by TNCI to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued**

- J. Directory Listings - TNCI has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - TNCI's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to TNCI and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
  2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, TNCI will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. TNCI will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
  3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, TNCI will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Price List, the Customer acknowledges and agrees with the release of information under the provisions as described above.
- K. THE INCLUDED EXCULPATORY 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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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES****3.2.1 Basic Local Coverage Area**

TNCI's service area within the State of Idaho mirrors that of its underlying local exchange carriers Verizon and CenturyLink.

**3.2.2 Basic Local Exchange Service**

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment. An optional per-line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy. Local Exchange Service lines and Trunks are provided on a single party (individual) basis only. No multi-party lines are provided.
- B. Local Exchange Services provide a Customer connection to TNCI's network, enabling the Customer, among other things, to:
1. Originate communications to other points on TNCI's network;
  2. Receive communications from other points on TNCI's network;
  3. Access TNCI's Services as set forth in this and other TNCI Price Lists;
  4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with TNCI's network;
  5. Access TNCI's business office for Service-related assistance;
  6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
  7. Access Operator-Assisted Calling Services; and
  8. Access Directory Assistance.

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**SECTION 4 – RATES**
**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

Non-recurring charges may apply to processing Service Orders for new Business Service, and for changes in Business Service.

Line Connection Charge (CenturyLink)	Service Charge
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First Line	\$57.72
Each Additional Line	\$15.69
Change Fee, Per Order	\$14.00

Line Connection Charge (Verizon)	Service Charge
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First Line	\$50.36
Each Additional Line	\$26.58
Change Fee, Per Order	\$15.00

**4.1.2. Restoration of Service Charge**

A non-recurring charge may be assessed in instances where consumers request service restoration.

Restoration of Service Charge	Service Charge
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Per restoration – Switched Services	\$ 25.00
Per restoration – Dedicated Services	\$100.00

**SECTION 4 – RATES, Continued**

**4.2. EXCHANGE SERVICES RATES AND CHARGES**

**4.2.1. Standard Business Local Exchange Service Rates**

**A. Standard Local Exchange Service Monthly Recurring Charges.**

The following charge applies to Standard Business Local Exchange Service lines per month. Rates and charge includes Touch-tone Service for each line. The rate below applies to Service provided on a month-to-month basis.

	<b>Service Charge</b>
Unlimited Local with Long Distance (CenturyLink)	\$ 32.00
Unlimited Local without Long Distance (CenturyLink)	\$ 64.00
Unlimited Local with Long Distance (Verizon)	\$ 95.00
Unlimited Local without Long Distance (Verizon)	\$130.00

**B. Other Monthly Recurring Charges**

**1. End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Lines charges billed to TNCI by the Incumbent LEC.

	<b>Service Charge</b>
Single Line Customer, Per Line	\$6.99

**2. The following charges may apply to CenturyLink Standard Local Exchange Service lines on a monthly basis, determined by the geographic location of the consumer within the coverage area. At the time service is requested, the customer will be advised of the appropriate charge.**

	<b>Service Charge</b>
Suburban Surcharge	\$14.00
Rural Surcharge	\$42.00

**3. Local Number Portability (LNP) Fee **Service Charge****

Single Line Customer, Per Line	\$2.99
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Switched Exchange Access Services Price List

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**IDAHO TELECOMMUNICATIONS PRICE LIST**

Rates, Terms and Conditions

Relating to the Provision of Intrastate Switched Exchange Access Service for Connection to  
Intrastate Communications Facilities Within the State of Idaho Operating Authority of

**TNCI OPERATING COMPANY LLC**

114 E. Haley Street,  
Suite A  
Santa Barbara, CA 93101  
1-800-800-8400

This Price List contains the descriptions, regulations and rates applicable to the furnishing of intrastate switched exchange access telecommunications services provided by TNCI Operating Company LLC ("Company") in the absence of a separate interconnection agreement between Company and carriers who interconnect with Company's network in the State of Idaho.

Copies may be inspected during normal business hours at TNCI's principal place of business at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101, or at the Commission's offices.

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Switched Exchange Access Services Price List

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**REGULATIONS, Continued**

2.1 Undertaking of the Company, Continued

2.1.4 Limitations on Liability, Continued

G) The Company will operate as specified in these and other applicable Price Lists. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. overt action, omissions, interruptions, delays, errors, other defects or misrepresentations, or the facilities of a local exchange carrier;
2. customer premise equipment; or
3. an End User or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company Services used by a Customer or an End User.

H) THE INCLUDED EXCULPATORY 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.