

TTL-T-09-01

**TANAGER TELECOMMUNICATIONS, LLC**

**ILLUSTRATIVE TARIFF**

RECEIVED

2009 JUN -4 PM 3: 58

IDAHO PUBLIC  
UTILITIES COMMISSION

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

---

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 1

**LOCAL EXCHANGE SERVICE**  
**REGULATIONS, RULES AND PRICE LIST SCHEDULES**  
**OF**  
**INTRASTATE CHARGES**  
**FOR**  
**TANAGER TELECOMMUNICATIONS, L.L.C.**

This tariff contains the description, regulations, and rates applicable to the furnishing of non-facilities based resold local exchange telecommunications services by TANAGER TELECOMMUNICATIONS, L.L.C. with principal offices at P.O. Box 857, Stevenson, WA 98648. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected during normal business hours at

472 W Washington 83702  
Boise, ID 83720-0074

Copies may also be inspected during regular business hours at the Company's place of business at the address indicated at the top of each Sheet of this tariff. The Company's customer contact is Tammy Branom, Ph. (509) 427-4865 or 1-888-427-4865; fax (509) 427-4828.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

Tanager Telecommunications, L.L.C.  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 2

---

**CHECK SHEET**

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 3

---

**TABLE OF CONTENTS**

Title Sheet.....1  
Check Sheet .....2  
Table of Contents.....3  
Applicability.....5  
Explanation of Symbols.....6  
Tariff Format .....7  
Section 1 - Definitions .....7  
Section 2 - Regulations .....9  
Section 3 - Description of Service .....29  
Section 4 - Rates .....31  
Section 5 - Special Service Arrangements .....33

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 4

---

### **APPLICABILITY**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services by TANAGER TELECOMMUNICATIONS, L.L.C. to customers within the local exchange service area defined herein.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 5

---

### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify a changed condition or regulation
- D - To signify deleted material
- I - To signify a change in rate or charge resulting in an increase in a customers bill
- M - To signify material that has been transferred from another sheet or place in the tariff
- N - To signify new material
- R - To signify a change in rate or charge resulting in a rate reduction
- T - To signify change in text for clarification
- Z - To signify a correction

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

---

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.

Example:       2.  
                  2.1.  
                  2.1.1.  
                  2.1.1.A.1  
                  2.1.1.A.1.(a)

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:       Brian Adams, Manager  
          Tanager Telecommunications, L.L.C.

---

## SECTION 1 - DEFINITIONS

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Call Waiting** - Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the telephone and being rung back by the caller.

**Caller ID** - Provides the User with the calling party's name and telephone number. This information will be displayed only if the User provides the appropriate hardware. Such hardware is not available from the Company.

**Carrier or Company** - Whenever used in this tariff, "Carrier," or "Company" refers to TANAGER TELECOMMUNICATIONS, L.L.C., unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Commission**- Idaho Public Utilities Commission.

**DID Terminations** - Direct Inward Dialing Terminations; a block of telephone numbers for calling into a company's private branch exchange (PBX) system. Using DID, a company can offer its customers individual phone numbers for each person or workstation within the company without requiring a physical line into the PBX for each possible connection.

**DS 1 Transport /Termination Charge** - charges for transporting and installing the DIDs from the customer location to the central office or switch .

**ILEC** - The underlying incumbent Local Exchange Carrier.

**Local Access and Transport Area (LATA)** - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By:      Brian Adams, Manager  
            Tanager Telecommunications, L.L.C.

---

**SECTION 1 - DEFINITIONS (contd.)**

**Monthly Charges** - The monthly charges to the Customer for services which continue for the agreed-upon duration of the service.

**Nonpublished Listing** - A directory listing which is not printed in a directory nor available from directory assistance.

**PRI - Primary Rate Interface** - The Primary Rate Interface consists of 23 B-channels and one 64 Kpbs D-channel. The Primary Rate Interface channels are carried on a TDM-carrier system line. PRI enables one physical line to provide 23 DIDs and 24 DIDs for each additional PRI installed at the same location.

**PBX -- Private Branch Exchange** is a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines. The main purpose of a PBX is to save the cost of requiring a line for each user to the telephone company's central office.

**Reconnection Fee** - A charge to re-establish previous Customer's account.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**Services** - The Company's telecommunications services offered to the customer.

**Transport** - the distance (in airmiles) between the applicable central office and the end user's premises

**Three-way Calling** - The User can sequentially call two other people and add them together to make up a three-way call.

**Two Way Trunks** - The trunks allow DIDs to connect to the customer PDX; the two way feature enables calls to be sent inbound and outbound.

**UNE** - Unbundled Network Element

**User** - A Customer or any other person authorized by the Customer to use service provided under this tariff.

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By:      Brian Adams, Manager  
         Tanager Telecommunications, L.L.C.

---

## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish communications service on a UNE or resale basis in connection with one-way and/or two-way information transmission between points within Idaho under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for services provided herein, and it assumes no responsibility for any service provided by any other entity.

The services, terms, and conditions of this tariff are subject to the jurisdiction of the Idaho Public Utilities Commission. Service is provided under the appropriate rules and regulations of the Commission in effect, and as amended from time to time.

#### 2.1.2 Limitations

- 2.1.2.1 Service is offered subject to the availability of the necessary ILEC facilities, and subject to the provisions of this tariff.

- 2.1.2.2 The Company reserves the right to discontinue or limit the use of service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law. \*

\* Customer will be provided with written notice stating the reason for discontinuance within a reasonable time after service has been discontinued.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

**SECTION 2 - REGULATIONS, CONT.**

**2.1.3 Undertaking of the Company (cont.)**

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one- month, and shall continue until disconnected by the Customer or Company under the terms of this tariff. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written service order which may contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of laws provision.
- 2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.5 The Customer has not property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such number, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the company for damages arising out of the furnishing of its services, including, but not limited to mistakes, omission, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provision of Section 2.6, the Company's liability, if any shall be limited as provided herein.
- 2.1.4.3 The company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; riots, wars; unavailability of rights-of-way or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By:      Brian Adams, Manager  
         Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

2.1.4.4 The Company shall not be liable for:

- (a) Any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for or with the services the Company offers, or
- (b) For the acts or omissions of other common carriers or their employees or agents.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- (a) Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and
- (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and
- (c) All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim and no action or proceedings against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

**2.1.4 Liability of the Company (contd.)**

- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, facilities or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee or make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the Station, terminal equipment or communications system of the Customer, or any third-party acting as its agent, to the ILEC's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the ILEC's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By:      Brian Adams, Manager  
         Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company or ILEC equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or ILEC equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as part of the resold ILEC service, where available, as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
- (1) Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or
  - (2) Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a nonpublished listing, as described in Section 3.4.2.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

2.1.4.17 When a Customer with a nonpublished listing as defined herein, places a call to the Emergency 911 Service, the Company 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 governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its customers) 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 any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

- 
- 2.1.6.2 The Company shall use reasonable efforts to cause the ILEC to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities provided by the ILEC or the Company.
- 2.1.6.3 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the ILEC or the Company, including but not limited to the Customer.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- (a) The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (b) The reception of signals by Customer-provided equipment.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

**2.1.7 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the The Company, the ILEC, or its agents or contractors.

**2.2 Prohibited Uses**

The services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- (a) The payment of all applicable charges pursuant to this tariff;
- (b) Reimbursing the Company for damage to, or loss of, the Company's or ILEC's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or ILEC facilities and equipment installed on the premises of the Customer;
- (d) Any costs associated with altering the structure to permit installation of the ILEC-provided facilities. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By:      Brian Adams, Manager  
         Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

2.3.2 Claims (continued)

- (e) Granting or obtaining permission for ILEC or Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing Company or ILEC facilities or equipment;
- (f) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or ILEC's equipment or facilities.

2.3.2 Claims

2.3.2.1 With respect to any service provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for;

- (a) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

## SECTION 2 - REGULATIONS, CONT.

### 2.3.2 Claims (continued)

2.3.2.2 Any disputes or controversies arising out of the subject matter of this tariff, where the Customer or Customers claim damages individually or in the aggregate in excess of \$3,000.00, shall be decided by arbitration. The parties shall select a mutually agreeable arbitrator or, if one cannot be mutually agreed upon, then the party with the claim may request the local court in the county in which the claimant resides to appoint an arbitrator in accordance with local law. The decision of the arbitrator will be final.

### 2.4 Payment Arrangements

#### 2.4.1 Payment for Service

The Customer is responsible for payment of all charges for service provided by the Company to the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the Customer.

##### 2.4.1.1 Taxes

Federal, state and any local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

##### 2.4.1.2 Federal Access Charge

The end user common line charge imposed by order of the FCC is listed as a separate line item and is not included in the quoted rates.

---

**SECTION 2 - REGULATIONS, CONT.**

**2.4.2 Collection of Charges**

2.4.2.1 All payments for service shall be paid by the due date set forth on the customer invoice. Payment will be considered past due if not paid within ten (10) days of the due date. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received by the due date, a late payment penalty will be imposed. The late payment penalty shall be that portion of the payment not received by the due date minus any charges billed as local taxes multiplied by 1.5%.

2.4.2.2 Customers may pay for service by check, credit card, or Automated Clearing House (ACH)

2.4.2.3 Company will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

**2.4.3 Disputed Charges**

The customer may dispute any invoice within 6 months of the date of its issuance. Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll free telephone number: 1-888-427-4865.

Any unresolved disputes may be directed to the attention of the Idaho Public Utilities Commission at:

P O Box 83720  
Boise, ID 83720-0074  
Street Address:  
472 W Washington 83702

or by calling (208) 334-0300.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

---

**SECTION 2 - REGULATIONS, CONT.**

2.4.4 Deposits

The Company does not - require Customer deposits.

2.4.5 Disconnection of Service by Carrier

- A. Ten (10) business days prior notice of pending disconnection shall be rendered to customers setting forth the reason(s) for the notice and the final date by which the account is to be settled or specific action taken. Such notice shall be forwarded to the customer via U.S. mail and will be considered rendered when delivered to the last known address of the responsible party.
- B. Transmission service will be refused or disconnected, after notice as set forth below, for any of the following reasons:
1. Without notice\* in the event of a condition on the customer's premises determined by the Carrier to be hazardous.
  2. Without notice\* in the event of customer's use in a manner which may adversely affect the Carrier's equipment or service to others.
  3. Without notice\* in the event of tampering with equipment furnished and owned by the Carrier.
  4. Without notice\* in the event of unauthorized use.
  5. After ten (10) business days written notice, for violation of or noncompliance with the Carrier's rules on file with the Commission, the requirements of municipal ordinances or law pertaining to the services.

\* Within a reasonable time subsequent to disconnection, customer will be provided notice stating reasons for such disconnection.

---

**SECTION 2 - REGULATIONS, CONT.**

2.4.5 Disconnection of Service by Carrier (contd.)

6. After ten (10) business days written notice, for failure of the customer or prospective customer to furnish any service equipment, permits, certificates or rights of way specified to be furnished in the Carrier's tariffed rules filed with the Commission as a condition for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the obligations imposed by this tariff.
7. After ten (10) business days written notice for failure of the customer to permit Carrier reasonable access to its equipment.

2.5 Allowances for Interruptions of Service

2.5.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service to be inoperative, but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.5.1.1 Credit allowance for the interruption of service which is not due to the ILEC's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's or ILEC's facilities.

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

**2.5.2 Limitations on Allowances**

2.5.1.2 The Customer shall be credit for any interruption in the same proportion that the ILEC credits the Company according to the following formula:

Customer Credit =  $A/B \times C$ , where:

A = Service credit to the Company from the ILEC

B = Total monthly charge for Customer's service to the Company from the ILEC

C = Monthly charge to the Customer by the Company.

No credit allowance will be made for:

- (a) Interruption due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, any User, or other common carrier providing service connected to the service of the Company;
- (b) Interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carrier connected to the Company's facilities;
- (c) Interruptions due to the failure or malfunction of non-Company equipment;
- (d) Interruptions of service during any period in which the Company and the ILEC are not given full and free access to their facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to the Company or ILEC for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) Interruptions of service due to circumstances or causes beyond the control of the Company.

---

**SECTION 2 - REGULATIONS, CONT.**

**2.6 Notices and Communications**

- 2.6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.6.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.6.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.6.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.7 Cancellation of Service**

- 2.7.1 If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, other than a service interruption (as defined in Section 2.5 above), the customer agrees to pay the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2.
- 2.7.1.1 The customer's termination liability for cancellation of service shall be equal to:
- (a) all unpaid non-recurring charged reasonably expended by the Company to establish service to the customer; plus

---

Issued: September 15, 2003      Effective: \_\_\_\_\_, 2003      Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

---

**SECTION 2 - REGULATIONS, CONT.**

**2.7 Cancellation of Service (contd.)**

- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer; plus
- (c) all recurring charges specified in the applicable service order for the balance of the then current term.

**2.8 Transfer and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

**2.9 Customer Service**

Customer service is available by calling 1-888-427-4865, sending email to "support@saw.net," or by writing to the Company at P.O. Box 857, Stevenson, WA 98648.

**2.10 Dishonored Check Charges**

A fee will be charged for each dishonored check issued to the Company.

**2.11 Service Changes**

A service implementation charge will apply to new service added to or a change in existing service.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 28

---

**SECTION 2 - REGULATIONS, CONT.**

2.12 Reconnection Charge

A reconnection fee may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.13 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company will maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

---

### **SECTION 3 - DESCRIPTION OF SERVICE**

#### **3.1 Local Exchange Service**

The Company's local telephone service provides a Customer with the ability to connect to the ILEC's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access 911 Emergency Service (where available through the ILEC);
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- place or receive calls to 800/888/887 telephone numbers;
- access Telecommunication Relay Service.

3.1.1 Service Area: Where facilities are available, the Company's service area incorporates the geographic regions and exchanges currently served by the following ILECs: Qwest, Sprint United Telephone, Century Tel.

##### **3.1.1 Local Calling Area**

Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the ILEC in the Customer's exchange area.

---

### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1.2 Local Line

##### 3.1.2.1 Standard Features

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

##### 3.1.2.2 Optional Features

A Local Line Customer may order optional features at the rate specified in Section 4.

#### 3.2 Touch Tone Capability

The Company will offer touch tone capability at no charge to customers.

#### 3.3 PRI Services

These services are non-facilities based PRI services. Each PRI line provides switched and/or dedicated voice and/or data services to the customer over 23 B channels and one D channel (for signaling and switching of the B channels). PRI Bundled services include at no extra cost PRI service configuration/install, two way trunks and DID terminations. DS1 transport/backhaul charge involves additional charges on a per mile basis. PRI Standard services have lower charges for the PRI (than the PRI Bundled Services), but impose additional charges per trunks and DID terminations. For both PRI Standard services and PRI Bundled services, DS1 transport/backhaul charge involves additional charges on a per mile basis.

PRI Standard services and PRI Bundled services are also available in bulk (6 or more PRI lines), at lower prices per PRI than non-bulk (1-5 PRI lines) Standard and Bundled services.

Minimum service term for any PRI service is Twelve (12) months.

PRI services can be purchased only by the end-use retail customer; they can not be purchased for resale, whether alone or in conjunction with any other service or product by any entity.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

**SECTION 4 - RATES**

4.1 Local Exchange Service Rates

All rates listed below exclude applicable taxes, surcharges, regulatory assessments and fees.

4.1.1 Local Unlimited Business Services

Provides unlimited calling within the customers local calling area.

	<u>Recurring Monthly Charge</u>	<u>Non- Recurring Charge</u>
4.1.2 Analog Business Line Each line	\$ 34	\$ 70
4.1.3 PRI Service each line	ICB	ICB
4.1.4 T1 Service each line	ICB	ICB
4.1.6 PRI and T1 Transport	ICB	
4.1.7 Miscellaneous Charges	Per Occurrence	
Directory Listing	2.50 per listing	
Anonymous Call Rejection		
Call Hunting	\$ 15 per line	\$ 2 per month
Call Return	\$ 15 per line	\$1.25 per month
Vanity Number	\$ 25 per number	\$ 5 per month
Vanity Number		
Blocked caller to paid information numbers (976 ect)	NC	NC
Blocking dialed carrier identification code	NC	NC

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 32

---

Malicious Call Trace	NC	\$ 8 per call
Calling Number Suppression	NC	NC
Operator Assistance Busy Line Verification	NC	\$ 2 per call
Operator Assist. Busy Line Verification w/ interrupt	NC	\$ 5 per call
Pre-subscribed PIC Change	NC	\$ 5 per change
Telephone number change		\$ 25 per number
Reconnection Fee		\$ 50 per line

#### 4.1.8 Discount Schedule

The following maximum discount schedule applies to only the following rate elements:  
PRI Bundle, Bulk PRI and DS1 Transport.

The maximum discounts for each rate element are ICB.

### SECTION 4 - RATES, CONTD.

#### 4.1 Labor

On site labor (Normal Business Day)	\$ 85 per hour
On site labor (Outside Normal Business Day)	\$130 per hour

#### 4.2 Returned Check Charge

\$15.00 per occurrence.

#### 4.3 Local Directory Assistance

\$1.50 per call.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By: Brian Adams, Manager  
Tanager Telecommunications, L.L.C.

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 33

---

## SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

### 5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for prior approval.

### 5.2 Promotional Offerings

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. These may include waiving or reducing the applicable charges for the promoted service.

---

Issued: September 15, 2003    Effective: \_\_\_\_\_, 2003    Advice Notice No. 2003-01

By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.