

TTL-T-09-01

TANAGER TELECOMMUNICATIONS, LLC

ILLUSTRATIVE TARIFF

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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.

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By: Brian Adams, Manager
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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		
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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.

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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

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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.

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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.

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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 DID's and 24 DID's 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 DID's 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.

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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.

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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.

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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.

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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.

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