

01950

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICE
FURNISHED BY
LCR TELECOMMUNICATIONS, LLC
BETWEEN ONE OR MORE STATIONS WITHIN THE STATE OF IDAHO

Service is provided by wire, radio, satellite, fiber optics, terrestrial facilities or any suitable technology or combination thereof.

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Office of the Secretary
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Boise, Idaho

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By: Martin J. Tibbitts, Managing Member

Effective: June 11, 2000

INTRASTATE TOLL CARRIER TARIFF

LCR Telecommunications, LLC

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CHECK SHEET

Pages 1 through 40 inclusive of this tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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P.U.C. of Idaho NO. 1

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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INTRASTATE TOLL CARRIER TARIFF

EXPLANATION OF SYMBOLS

- A - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation
- T - to signify a change in text but no change in rate or regulation.
- N - to signify a new rate or regulation.
- D - to signify discontinued rate or regulation.

Reference to Other Tariffs

References made in this tariff to other tariffs of this Company or to tariffs of other companies are to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

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1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of Intrastate Telecommunications Service provided by LCR Telecommunications, LLC (herein after referred to as the "Company"). The Company does not transmit communications, but offers the use of its facilities, where available, for the transmission of communications. Service is furnished subject to the availability of facilities and subject to transmission atmospheric and like conditions.

Services will be offered to customers in all counties in the State of Idaho.

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2. DEFINITIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communications channels furnished by the Company over its facilities, are defined below:

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Account Code - Code numbers used in connection with designated telephone numbers that allow intrastate calls to be categorized for various applications.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service user for security and/or billing purposes. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment for use of the Company's Service(s). For a Direct Dialed call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate a call.

Call - A completed connection established between a calling station and one or more called stations.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Collect Call - A billing arrangement which bills the charge for a call to the called station's telephone number.

Common Carrier - A company or entity providing telecommunications service to the public.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer-Provided Facilities,, denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

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2. DEFINITIONS (Continued)

Dial Station - (see Direct Dialed Call)

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Directory Assistance - A service provided by the Company which provides listed telephone numbers to persons calling the Directory Assistance Bureau.

Equal Access - Service which provides the customer with access to the Carrier's network, via a customer provided or secured telephone line or lines, by means of dialing the digit "1".

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - The Federal Communications Commission.

Intrastate Long Distance Message Telecommunication Service (LDMTS) - The term Intrastate Long Distance Message Telecommunication Service ("LDMTS") denotes the furnishing of Direct Dialed intrastate switched services to the Customer for the completion of long distance voice and/or dial-up low speed data transmissions over voice grade channel(s) from the Company's point(s) of presence between one or more stations within the State of Idaho.

Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a certificate of Public Convenience and Necessity by a State Commission that provides local telephone service to Customers within a defined exchange.

Measured Charge - A charge assessed on a per minute or less incremental basis in calculating a portion of the charges due for a completed call.

Message Toll calls Placed Through the Telephone Relay Service (TRS) - All message toll service calls placed through the Telephone Relay Service (TRS) are eligible to receive a discount off the message toll service rates. The rate discounts are the same as those set forth in the description of Impaired Customers, paragraph (c) preceding. The discount shall not apply to charges associated with calls placed to pay/per-call services, such as 900, 976, or 900-Like services.

Other common carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company providing intrastate communications service(s) to the public.

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2. DEFINITIONS (Continued)

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers that allow intrastate calls to be categorized for various applications.

Point of Presence - The term "Point of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network configuration.

Premises - The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc) not separated by a public highway.

PUC- Public Utilities Commission.

Real Time Rated - Real Time Rated rates apply to (a) Calls originated by dialing the appropriate operator code (e.g., 0,10550+0) and paid for by depositing coins at local telephone company owned public or semi-public telephones and (d) calls for which the Company furnishes time and/or charges.

Service(s) - Intrastate voice and/or data telecommunications Service provided to a customer or Authorized User by the Company.

Telecommunications Service - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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3. GENERAL REGULATIONS

3.1 Scope

The Company undertakes to provide Intrastate Telecommunications Service in accordance with the terms and conditions set forth in this tariff. The Company and the customer also may enter into a Service Agreement for the provision of Service. In the event of any conflict between the provisions of such agreement and the provisions of this tariff, the provisions of this tariff shall control to the extent required by law.

3.2 Interconnection with Other Common Carriers

3.2.1 The Company reserves the right to interconnect its service with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such service concurrently with its own facilities for the provision of service offered herein.

3.3 Availability of Services

3.3.1 Service is furnished subject to the availability of service components required. The Company will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3.2 Services are available twenty-four hours per day, seven days a week.

3.4 Use of Services

3.4.1 The Company's Service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunication facilities utilized in the provision of Services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and Policies of the Public Utilities Commission of Idaho. Customers and Authorized Users are prohibited from and by their acceptance or use of Service agree not to use the Services furnished by the company for any unlawful Purpose or for any Purpose prohibited under the provisions of any regulatory order.

3-4.2 The use of the Company's Services to make calls that might reasonably be expected to frighten abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

3-4.3 The use of the Company's Service(s) without payment or attempting to avoid Payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

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3. GENERAL REGULATIONS (Continued)

3.5 Undertaking of the Company

3.5.1 The Company undertakes to provide switched Intrastate Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

3.6 Limitations on Service

3.6.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company reserves the right not to provide service to or from locations where the necessary facilities or equipment are not available.

3.6.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.

3.6.3 Title to all facilities provided by the carrier under these regulations remains with the Company.

3.7 Liability of the Company

3.7.1 Except as stated in this Section 3.7, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

3.7.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service(s) under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service(s) or arising out of any failure to furnish Service(s) shall in no event exceed an amount of money equivalent to the Proportionate charge to Customer for the period of Service(s) during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or

Service(s) that are caused by or contributed to by the negligence or willful act Of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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3. GENERAL REGULATIONS (Continued)

3.7 Liability of the company (Continued)

- 3.7.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 3.7.2 above and elsewhere herein.
- 3.7.4 The Company shall not be liable for any failure or performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United State Government, or any other government including state and local governments having jurisdiction over the Company or the Services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 3.7.5 The Company shall not be liable for any act or omission of any other entity furnishing facilities or equipment used with the Service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
- 3.7.6 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees and court costs, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Service(s) and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities and Service.
- 3.7.7 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.

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3. GENERAL REGULATIONS (Continued)

3.7 Liability of the Company (Continued)

3.7.8 The Company shall not be liable for and the customer indemnifies and holds the carrier 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 or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other 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, location or use of equipment or wiring provided by the Company where such installation, operation, failure to operate, maintenance condition, location or use is not the direct result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

3.7.9 Approval of the above tariff language by the PUC of Idaho does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

3.8 Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

3.9 Responsibilities of the Customer

3.9.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that authorized Users comply with tariff regulations.

3.9.2 The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.

3.9.3 If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.

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3. GENERAL REGULATIONS (continued)

3.9 Responsibilities of the Customer (Continued)

- 3.9.4 The customer is responsible for arranging ingress to its premises at times mutually acceptable to the customer and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service.
- 3.9.5 The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Part 68 of the rules of the FCC, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.
- 3.9.6 If the customer fails to maintain the equipment and the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customer (s), the Company may require the use of protective equipment at the Customer's expense. If this measure fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's Service.
- 3.9.7 The Customer must pay the Company for replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others, and for improper use of equipment provided by the Customer, its Authorized Users, and others.
- 3.9.8 The Customer shall be liable for loss of or damage to the Company's service, equipment or facilities at the Customer's premises, including, but not limited to loss or damage resulting from fire or theft.

3.10 Cancellation or Interruption of Service

3.10.1 Without incurring liability, and upon ten (10) days written notice to the Customer, the Company may discontinue Service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service under the following conditions:

- (a) For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due;
- (b) For violation of any of the provisions of this tariff;
- (c) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Service;

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3. GENERAL REGULATIONS (Continued)

3.10 Cancellation or Interruption of Service (Continued)

3.10.1 (continued)

- (d) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its Service;
- (e) Unauthorized fraudulent use of the Company's service; or
- (f) Non-payment of a deposit, as required by the Company.

3.10.2 Without incurring liability, the Company may interrupt the provision of Service at any time in order to perform test(s) and inspection(s) to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

3.10.3 Service may be discontinued by the Company without notice to the customer, by blocking calls using certain Customer authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its Service. The Company may restore Service as soon as it can be provided without undue risk. The Company does not warrant or guarantee that it can prevent unlawful use, and the customer is responsible for controlling access to and use of, their equipment and facilities.

3.10.4 If, for any reason, Service(s) is interrupted, the customer will only be charged for the Service that was actually used.

3.11 Cancellation by Customer

If a customer orders service requiring special facilities dedicated to the customer's use and then cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and the carrier, a charge will be made to the customer for the nonrecoverable portion of expenditures or liabilities incurred expressly on behalf of the customer by the carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no service provided, the non-recoverable cost of such construction shall be borne by the customer.

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3. GENERAL REGULATIONS (Continued)

3.12 Special Services - For the purpose of this tariff, Special Service is deemed to be any request for service for which there is not a prescribed rate in this tariff.*

3.12.1 Specific Regulations

- (a) If at the request of the customer, the carrier obtains facilities not normally used to provide service to its customer, the cost incurred will be billed as a Special Service.
- (b) If at the request of the customer, the carrier provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.
- (c) Where special signaling, conditioning, equipment or other features are required to make customer provided equipment efficient and compatible with the carrier service, the cost of providing these features will be billed as a Special Service.
- (d) Special Service charges may be equivalent to the estimated cost of furnishing any such service based upon charges applicable to the service provided including all relevant operating, maintenance and administrative expenses, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervision and transportation.

3.12.2 Non-Routine Installation and/or Maintenance Charge

- (a) When, at the specific request of the customer, installation and/or routine maintenance is performed outside of the regular business hours, additional Special Service charges may apply. Special Service charges will be based upon the actual labor, material and other costs incurred by or billed to the carrier in the provision of these Special Services.

Special services for facilities and access to the LEC are the responsibility of the customer. In the event that century acts as an agent for the customer in obtaining that access, Century may bill the customer on the LEC's behalf. All other charges outside of tariffed rates will be submitted as a contract for Commission files.

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3. GENERAL REGULATIONS (Continued)

3.12 Special Services (continued)

3.12.2 Non-Routine Installation and/or Maintenance Charge

(b) If installation and/or routine maintenance is performed during regular business hours and is extended beyond these normal business hours, at the request of the customer, for completion of the task, and these circumstances are not the fault of the carrier, Special Service charges may apply. Such circumstances include, but are not limited to: stand-by in excess of one hour; weekend, holiday, or night time cut-over; and additional installation testing in excess of the normal testing required to provide service.

3.13 Emergency Services Calling Plan

3.13.1 Message Toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, and meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customer.

(a) Governmental fire fighting, Idaho State Highway Patrol, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, 365 days a year, including holidays.

(b) An emergency is an occurrence in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

3.14 Directory Assistance

3.14.1 Directory Assistance Services, as provided by the Company consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau. The charges billed to the customer, pursuant to this tariff, shall reflect only those Directory Assistance calls billed to the Company by the local exchange carrier. Directory Assistance personnel cannot complete calls to requested telephone numbers.

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3. GENERAL REGULATIONS (Continued)

3.15 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety (90) days on a per customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum to the Company's price list.

3.16 Impaired Customer

- (a) For purposes of this tariff, the definition of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, or speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.
- (b) Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, are eligible to receive a discount off their message toll service rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired, are eligible to receive a discount off their message toll services rates.
- (c) Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls occurring between 8:00 a.m. to 4:59 p.m. Monday through Friday; and the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Further more, the night/weekend discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, day rate for basic message toll service shall be made available for intrastate, interexchange, customer-dialed station to station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday.
- (d) All message toll service calls placed through the Telephone Relay Service (TRA) are eligible to receive a discount off the message toll service rates. The rate discounts are the same as those set in paragraph a. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call service, such as 900, 976, or 900-like services.

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4. PAYMENTS AND CREDIT REGULATIONS

.1 Billing and Collection of Charges

Bills may be billed and collected by the Company, its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collected.

4.2 Payment for Service

The Customer is responsible for payment of all charges for Service originated or charges accepted at the Customer's service point.

4.2.1 The Customer shall remit payment of all charges to the Company or to any agency authorized by the Company to receive such payment.

4.2.2 A delinquent account may subject the Customer's Service to temporary disconnection.

4.2.3 Failure to receive a bill will not exempt a Customer from prompt payment of any sum(s) due the Company.

4.2.4 In the event the Company must employ the service(s) of an attorney(s) for collection of charges due under this tariff or any contract for Special Services, customer shall be liable for all costs of collection and court costs including reasonable attorney fees.

4.3 Deposits

4.3.1 The company or its agent may require an applicant or a present Customer to post a deposit to be held by the Company or its agent as guarantee of payment.

4.3.2 The fact that a deposit has been made, or a guaranty provided, shall in no way relieve the Customer from complying with the company's and/or its agent's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of the Company or its agent providing the temporary suspension of the Service contract for nonpayment of bills.

4.3.3 A deposit is not to exceed the estimated charges for two (2) months tariffed services for a specified customer. Deposits will be held for a period of one year.

4.3.4 A deposit will be returned when an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portions of the deposits will be returned; or upon discontinuance of service. The Company will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.

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4. PAYMENT AND CREDIT REGULATIONS (Continued)

4.4 Customer's Liability in the Event of Disconnection of Service by the Company

In the event Customer's Service is disconnected by the Company for any of the reasons stated in Section 3.10 or elsewhere herein, Customer shall be liable for all unpaid charges due and owed to the Company associated with the Service. Customer's deposit and accrued interest shall be applied to all charges applicable to the Service offering received by Customer.

4.5 Reinstitution of Service

If Customer seeks reinstatement of Service following denial of Service by the Company, Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, and (2) a deposit as set forth herein.

4.6 Right to Bill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of Service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of Service is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the unpaid charges and the accrued interest that would have been applicable to the use of the Company's Service.

4.7 Termination of Service

The customer's service shall automatically terminate upon expiration of the customer's subscription to the Company's Service. The customer may terminate service upon notice to the company.

4.8 Bad Check Charge

A \$20 charge will be assessed for all checks returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

4.9 Billing Entity-Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including, but not limited to any applicable interest, or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly.

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5. GENERAL RATE REGULATIONS

The rates and regulations for Intrastate Telecommunications Service offered pursuant to this tariff are set forth below. Other charges, including promotional rates, may apply in addition to or instead of such charges, as permitted by the Idaho Public Utilities Commission. Charges are based on the rates in effect at the time the service is furnished.

5.1 Rate Determination - The rates for intrastate Message Telecommunications Service calls which are charged on a per call basis are determined by the following:

- distance between applicable rate centers; and
- time of day and day of week (including holidays); and
- duration of call; and
- class of service of the call.

5.2 Determination of Distance Measurement - Measured usage charges between stations within the State of Idaho are measured on the bases of the airline mileage between rate centers of the stations involved.

5.3 Determination of Duration

5.3.1 For Direct Dialed calls, chargeable time begins when the connection is established between the calling station and the called station.

5.3.2 Chargeable time ends when the connection is terminated.

5.3.3 Chargeable time does not include time lost because of known faults or defects in the Service(s).

5.4 Determination of Time of Day

5.4.1 The time when connection is established is determined in accordance with the time - standard or daylight savings legally or commonly in use at the location of the rate center of the calling service point and determines whether Day, Evening, Night or Weekend rates apply.

5.4.2 Day, Evening, and Night/Weekend times are determined by the local time of the location of the rate center of the calling service point. Chargeable time for a rate period (e.g., 8:00 a.m. - 5:00 p.m.) begins with the first stated hour (8:00 a.m.) and continues to, but does not include, the second stated hour (5:00 p.m.). If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charges for each additional increment of usage is the additional incremental billing rate of the rate period in which the beginning of each increment occurs.

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