

BRT-T-10-01

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

OF

BIG RIVER TELEPHONE, LLC

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TITLE PAGE

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
OF
BIG RIVER TELEPHONE COMPANY, LLC**

This tariff applies to the resold and facilities-based local exchange telecommunications services furnished by Big River Telephone Company, LLC ("Big River" or "Company") between one or more points in the State of Idaho.

This tariff applies to residential and business customers. This tariff is on file with the Idaho Public Utilities Commission. This tariff complies with Idaho Public Utilities Commission rules and Idaho statutes applicable to the Company.

**BIG RIVER TELEPHONE COMPANY, LLC
24 S. Minnesota Ave.
Cape Girardeau, Missouri 63703**

Issued: March 25, 2009

Effective:

Issued By:
Kevin B. Cantwell, President
Big River Telephone Company, LLC

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SECTION 1 - DEFINITIONS

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Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The Big River order process that includes technical, billing and other descriptive information provided by the Customer that allows Big River to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Big River, the Application for Service becomes a binding contract between the Customer and Big River for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access Big River's network and enables Big River to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

BTN: Billed Telephone Number, may consist of one or more WTNs.

Business Hours - The phrase "business hours" means the time after 8:15 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

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TARIFF FORMAT SHEET

1. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. **Page Revisions Numbers.** Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Idaho Public Utilities Commission. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Idaho Public Utilities Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1.
 - 1.1.
 - 1.1.1.
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.A.1.(a)
 - 1.1.1.A.1.(a)(I)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the Idaho Public Utilities Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Idaho Public Utilities Commission.
5. **Symbols Used in This Tariff.**
 - (AT) To signify addition to text.
 - (C) To signify a correction.
 - (CP) To signify a change in practice.
 - (CR) To signify a change in rate.
 - (CT) To signify a change in text.
 - (DR) To signify a discontinued rate.
 - (FC) To signify a change in format lettering or numbering.
 - (MT) To signify moved text.
 - (NR) To signify new rate.
 - (RT) To signify removal of text.

SECTION 1 - DEFINITIONS

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Big River Telephone Company, LLC.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Company - The term "Company" means Big River Telephone Company, LLC.

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using Big River's service located at the originating location.

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Big River Services.

FCC - Federal Communications Commission.

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SECTION 1 - DEFINITIONS

Holiday - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

IPUC - Idaho Public Utilities Commission.

Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company ("LEC") - A company that furnishes local exchange telephone services.

Local Exchange Service - is an arrangement which connects the End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Location - A physical premise to or from which Big River provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

SECTION 1 - DEFINITIONS

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly Big River billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as nonbusiness service by a residential customer.

Residential Customer - A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Services - Big River's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer's account made on or before the due date.

Underlying Carrier - A provider of interstate and/or intrastate interexchange telecommunications services from whom Big River acquires services that it resells to Customers.

WTN - Working Telephone Number.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Big River

- 2.1.1 Big River undertakes to provide local exchange telecommunications services within the State of Idaho on the terms and conditions and at the rates and charges specified herein.
- 2.1.2 Big River installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Big River network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 Big River's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use of Service

- 2.2.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the IPUC.
- 2.2.2 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Big River to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Big River will make all reasonable efforts to secure the necessary facilities.
- 2.3.2 Big River reserve the right to limit or to allocate the use of existing facilities or to additional facilities offered by Big River, when necessary because of lack of facilities, relevant resources, or due to causes beyond Big River's control. In addition, Big River reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.3.3 Big River does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

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- 2.3.4 Big River reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5 Big River may block calls that are made to certain numbers, cities or central office exchanges, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service
- 2.3.6 Big River will use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. Big River may substitute, change, or rearrange any equipment or facility at any time and from time to time. Big River shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Big River will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Big River is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4 Liabilities of Big River

- 2.4.1 Big River's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the Subscriber, commences upon activation of service. In no event does Big River's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.
- 2.4.2 When the facilities of other carriers are used in establishing connections to points not reached by Big River's facilities, Big River is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Big River from any third-party claims for such damages referred to in Section 2.4.1.

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- 2.4.3 In no event will Big River be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Big River will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4 Big River does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Big River harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury 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 directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5 Big River is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Big River on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Big River negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Big River without written authorization. The Customer will indemnify and save harmless Big River from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6 Big River and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.

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- 2.4.7 Big River is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Big River network.
- 2.4.8 Where there is a connection via Customer-provided terminal equipment or Customer-provide communications systems, the point of demarcation shall be defined as the Big River facility that provides interconnection. Big River shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9 Big River will not be responsible if any changes in its service cause hardware or software not provided by Big River to become obsolete require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10 The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying upon such LEC to meet such estimated due date which is beyond the Company's control.
- 2.4.11 With respect to the services, materials and equipment provided hereunder, Big River makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.12 The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.5 Responsibilities of the Customer

- 2.5.1 The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.
- 2.5.2 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 or equipment installed by Big River, except upon the written consent of Big River. The equipment Big

River provides or installs at the Customer premises for use in connection with the service Big River offers shall not be used for any purpose other than for which it was provided.

- 2.5.3 The Customer shall ensure that the equipment and/or system is properly interfaced with Big River's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Big River will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Big River's service. The Customer shall be responsible for payment of all applicable charges for services provided by Big River and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5 Big River shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Big River's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Big River's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Big River's service. The Customer shall be liable for:
- 2.5.5.A Loss due to theft, fire, flood, or other destruction of Big River's equipment or facilities on Customer's premises.
- 2.5.5.B Reimbursing Big River for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Big River specifically authorizes said visit or repairs in advance of the occurrence and Big River agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D Payment for all Big River service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Big River's services.
- 2.5.7 The Customer shall not use the Big River name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Big River. The Customer shall not use the Big River name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Big River's name or trademark on any of the Customer's products or services.

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2.6 Application for Service

- 2.6.1 Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Big River. Big River may assign any service orders to its parent company or any affiliate or successor. Big River will notify Customers of any such assignment.
- 2.6.2 Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Big River to instruct other carriers and vendors to provide certain services on the Customer's behalf. Big River will obtain the proper authorization from the Customer where necessary, pursuant to Idaho Public Utilities Commission regulations.
- 2.6.3 An Application for Service may be changed by Customer upon written notice to Big River, subject to acceptance and confirmation by Big River, provided that a charge shall apply to any change when the request is received by Big River after notification by Big River of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Big River in accommodating each change, less net salvage. The costs incurred by Big River will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.4 Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Big River shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Big River will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

2.7 Establishing Credit, Deposits and Advance Payments

2.7.1 Credit Requirement

2.7.1.A Big River may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Big River's policy regarding the prompt payment of bills.

2.7.1.B For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

2.7.2 Reestablishment of Credit

Any applicant who previously has been an end-user of Big River and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Big River or execute a deferred payment agreement.

2.7.3 Deposits

Big River does not require deposits at this time.

2.8 Payment of Charges

2.8.1 The Customer is responsible for the payment of all charges for facilities and services furnished by Big River to the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.8.2 For billing of monthly charges, service is considered to be established upon the day in which Big River notifies the Customer of installation and testing of the Customer's services.

2.8.3 Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer for a billing cycle will be the rates in effect on the first day of the Customer's billing cycle.

2.8.4 Monthly charges for all flat rate service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

- 2.8.5 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Big River or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by Big River or its agent by the due date on the bill. Amounts not paid within twenty-one (21) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Big River are not open to the general public, the final payment date shall be extended through the next business day. If Big River becomes concerned at any time about the ability of a Customer to pay its bills, Big River may require that the Customer pay its bills and make such payments in cash or the equivalent of cash, as opposed to the use of checks or credit card.
- 2.8.6 If any portion of the payment is not received by Big River, or if any portion of the payment is received by Big River in funds that are not immediately available, within thirty (30) days after the date of rendition, then a late payment penalty may be assessed on amounts not previously assessed a late charge. The penalty for late payments shall be a 1.5% charge on the amount of the bill past due.

2.9 Interruption of Service

- 2.9.1 Any disputed charge may be brought to Big River's attention by verbal or written notification. In the case of a billing dispute between the Customer and Big River that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Big River manager. During the period that the disputed amount is under investigation, Big River shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Big River may discontinue service. In the event the dispute is not resolved, Big River shall inform the customer that the customer has the option to pursue the matter with the IPUC.
- 2.9.2 The Customer is responsible to pay Big River for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.9.3 Big River may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.

- 2.9.4 If service is suspended/disconnected by Big River in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges.
- 2.9.5 When circumstances prevent customers from paying their invoices in full, Big River may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.
- 2.9.6 Credit allowance for the interruption of service that is not due to Big River'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 herein. It shall be the obligation of the Customer to notify Big River immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Big River's facilities.

An adjustment or refund shall be made:

- 1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
 - 2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.
- 2.9.7 For purposes of credit computation, every month shall be considered to have 720 hours.
 - 2.9.8 The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

where "A" - outage time in hours
"B" - total monthly charge for affected facility

- 2.9.9 If notice of a dispute as to charges is not received by the Company within 90 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10 Restoration of Service

The use and restoration of service shall be in accordance with the rules of the IPUC.

2.11 Disconnection of Service by Customer

2.11.1 By giving notice, Customer may disconnect service at any time following its minimum service requirement(s). The recurring monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days in which service has been provided, with the non-used portion being refunded to the Customer.

2.12 Cancellation for Cause

2.12.1 The Company may discontinue service or cancel an application for service, pursuant to applicable Idaho Public Utilities Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a delinquent bill for non-disputed regulated telecommunications services within the period;
- B. Failure to make a required security deposit;
- C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the Company filed with and approved by the IPUC.
- D. Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- E. Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the IPUC.
- F. Use of telephone service in such manner as to interfere with reasonable service to other end users.

2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.12.3 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

2.12.4 Service shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

2.13 Notice and Communication

- 2.13.1 The Customer shall designate on the Application for Service an address to which Big River shall mail or deliver all notices and other communications, except that Big River may also designate a separate address to which Big River's bills for service shall be mailed.
- 2.13.2 Big River shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Big River may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.14 Taxes, Surcharges and Utility Fees

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees, universal service contributions) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Big River by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.15 Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact Big River toll free at (800) 455-1608.

Filing a complaint with the Idaho Public Utilities Commission:

- ▶ If Big River cannot resolve your complaint, you may call the Idaho Public Utilities Commission at (800) 432-0369 to file an informal complaint.
- ▶ You may file an informal complaint online from the Idaho Public Utilities Commission's website at <http://www.puc.idaho.gov/forms/cons/cons.html>.

SECTION 3 – DESCRIPTION OF SERVICES**3.1 General**

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company'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 a full set of advanced call features,
- access basic 911 Emergency Service,
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Service,
- access Directory Assistance for the local calling area,
- place or receive calls to 800 telephone numbers,
- access Telephone Relay Service.

3.1.1 Service Area: Where facilities are available, service areas are defined by NPA/NXX designations. The Company provides service in all exchanges served by Qwest, Verizon CenturyLink, and Frontier.

Local Calling Areas: Customers will be able to place local calls to all telephone subscribers within the same NPA/NXX as well as subscribers in the local calling area for the rate center containing such NPA/NXX as defined in the ILEC's Local Exchange Tariff, including any extended local areas covered under mandatory local calling plans outlined in the respective ILEC tariff. The Company's exchange areas will match those filed by the ILEC.

Residential and Business Services: Customers may subscribe to services based on the type of customer they are. Residential services and features are for the use of Residential Customers and Business services and features are for the use of Business Customers. Due to the varying usage and cost characteristics of each type of service, customers are restricted to subscribing to services specifically for their customer class.

3.2 Local Basic Residential Exchange Line Services

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

3.2.1 Optional Features. A Local Basic Residence Exchange Line Customer may order optional features including, but not limited to the following:

Automatic Call Back
Call Forwarding Busy Line
Call Forwarding No Answer
Call Forwarding Variable

Call Waiting
Caller ID
Preferred Call Forwarding
Remote Activation Call Forwarding
Remote Call Forwarding
3-Way Calling
Speed Calling

3.2.2 Optional Feature Descriptions

(a) Automatic Call Back: Allows the user to automatically re-originate a call to the last dialed number regardless of whether the call was answered, unanswered or busy.

(b) Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the called line is busy.

(c) Call Forwarding No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

(d) Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

(e) 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 phone and being rung back by the caller.

(f) Caller ID with Number: Identifies the 10-digit number of the calling party.

(g) Preferred Call Forwarding: Forwards calls from a list of up to six telephone numbers designated by the users.

(h) Remote Activation Call Forwarding: Remote access to call forwarding allows the customer remotely activate or deactivate Call Forwarding from any touch-tone phone.

(i) Remote Call Forwarding: Calls can be remotely forwarded to a to a back- up position or voice mail box.

(j) 3-Way Calling: The User can sequentially call up to two other people and add them together to make up a three-way call.

(k) Speed Call: Provides a User with the option to call up to 8 or 30 selected directory numbers by dialing a one or two-digit code.

3.2.3 Local Basic Residential Exchange Line Rates and Charges: A Basic Residence Line Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges.

3.3 Local Residential Packages

Local Residential Packages provides Residential Customers with the ability to buy packages of services that are specifically designed to provide valuable features along with a basic local exchange line.

3.3.1 Residential Local Advantage: Big River's Residential Local Advantage package provides for the following local exchange services along with 60 minutes of Interexchange service as specified in Big River's Idaho Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.3.2 Residential Regional Advantage: Big River's Residential Regional Advantage package provides for the following local exchange services along with unlimited interexchange regional service as specified in Big River's Idaho Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.3.3 Residential National Advantage: Big River's Residential National Advantage package provides for the following local exchange services along with unlimited interexchange service to all points within the continental U.S. as specified in Big River's Idaho Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.4 Local Basic Business Exchange Line Services

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

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- 3.4.1 **Optional Features.** A Local Basic Business Exchange Line Customer may order optional features including, but not limited to the residential features listed in Section 3.2.1. Additionally, a Local Basic Business Exchange Line may order Hunting as an additional feature. The Hunting feature will route a call to an idle station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.
- 3.4.2 **Local Basic Business Exchange Line Rates and Charges:** A Basic Business Line Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges.

3.5 **Local Business Packages**

Local Business Packages provides residential customers with the ability to buy packages of services that are specifically designed to provide valuable features along with a basic local exchange line.

- 3.5.1 **Business Local Advantage:** Big River's Business Local Advantage package provides for the following local exchange services along with 60 minutes of Interexchange service as specified in Big River's Idaho Interexchange Tariff. The local exchange services included are:
- Basic local exchange line
 - Call Waiting
 - Three Way Calling
 - Caller ID
 - Call Forwarding
- 3.5.2 **Business Regional Advantage:** Big River's Business Regional Advantage package provides for the following local exchange services along with unlimited interexchange regional service as specified in Big River's Idaho Interexchange Tariff. The local exchange services included are:
- Basic local exchange line
 - Call Waiting
 - Three Way Calling
 - Caller ID
 - Call Forwarding
- 3.5.3 **Business National Advantage:** Big River's Business National Advantage package provides for the following local exchange services along with unlimited interexchange service to all points within the continental U.S. as specified in Big River's Idaho Interexchange Tariff. The local exchange services included are:
- Basic local exchange line
 - Call Waiting
 - Three Way Calling

- Caller ID
- Call Forwarding

3.6 Directory Assistance

Big River furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.6.1 General: Customers may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to the Directory Assistance service

3.6.2 Credits: A credit will be given for calls to Directory Assistance as follows:

The Customer experiences poor transmission or is cut-off during the call, or

The Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify its Customer Service representative.

3.7 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.8 Directory Listing

3.8.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.8.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customer's is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

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- 3.8.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of rules with respect thereto.
- 3.8.4 Each listing must be designated Residence, Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 3.8.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.8.6 Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.

Additional Listing: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

Non-published Listing: Listings that are not printed in directories nor available from Directory Assistance. A Non-published Telephone Service will be furnished, at the customers request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

Non-listed Numbers: A Non-listed number will be furnished at the Customers request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

3.9 **Emergency Services (Enhanced 911)**

Allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customers address and telephone information will be provided to the primary E911 Provider to the primary E911 provider for display at the Public Utilities Answering Point (PSAP).

3.10 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

3.11 Promotional Offering

The Company may offer existing services on a promotional basis, subject to Idaho Public Utilities Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering will be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Idaho Public Utilities Commission approval.

3.12 Individual Case Basis (ICB) Arrangements

The Company may furnish a facility and/or service at a rate or charge different from those specified in this tariff. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable Idaho Public Utilities Commission rules. ICB rates will be specified in a contract between the Company and the Customer pursuant to Idaho Public Utilities Commission rules.

SECTION 4 – RATES AND CHARGES**4.1 General**

Monthly recurring charges will be billed in advance. For partial month's service, the Customer will be charged for the portion of the month in which service was provided based on the number of days in which the service was installed and operational divided by the 30.

4.2 Rates for Local Basic Residential Exchange Line Services

Basic residential exchange service is \$20.00 per month. Installation fee equal to one month's service applies for activation of new service.

Optional features outlined in Section 3.2.1 are \$3.00 per feature per month, except for Caller ID which is \$5.00 per month. Installation fee equal to one month's service applies for activation of new service.

4.3 Rates for Local Residential Packages

Issued: March 25, 2009

Effective:

Issued By:
Kevin B. Cantwell, President
Big River Telephone Company, LLC

- 4.3.1 Residential Local Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.
- 4.3.2 Residential Regional Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.
- 4.3.3 Residential National Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.4 Rates for Basic Business Exchange Lines

Basic business exchange service is \$28.00 per month. Installation fee equal to one month's service applies for activation of new service.

Optional features outlined in Section 3.2.1 are \$4.00 per feature per month, except for Caller ID which is \$6.00 per month. Installation fee equal to one month's service applies for activation of new service.

4.5 Rates for Local Business Packages

- 4.5.1 Business Local Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.
- 4.5.2 Business Regional Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.
- 4.5.3 Business National Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.6 Rates for Directory Assistance Calls

Customers will be charged \$.50 per Local Directory Assistance call.

4.7 Rates for Operator Assistance Calls

In addition to any applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person	\$ 4.00 per call
Station-to-Station	\$ 2.00 per call

4.8 Rates for Directory Listings

- 4.8.1 Primary listings are free of charge.
- 4.8.2 Additional listings are \$1.50 for residential lines and \$2.50 for business lines.

4.8.3 Non-published listings are \$1.50 per line, residence and business.

4.8.4 Non-listed numbers are \$1.50 per line, residence and business.

4.9 Rates for Dedicated Leased Line Service

4.9.1 Monthly recurring rates are outlined below. Installation fee equal to one month's service applies for activation of new service.

<u>Speed</u>	<u>Monthly Port Cost</u>	<u>Monthly Mileage Cost</u>
Fractional DS-1	\$120.00	\$1.25
DS-1	\$130.00	\$1.25
DS-3	\$2,000.00	\$12.00

SECTION 5 – PROMOTIONS

5.1 General

From time to time, Big River may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Idaho Public Utilities Commission.

Big River will provide written notice to the Idaho Public Utilities Commission no less than ten (10) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered.