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IDAHO PUBLIC UTILITIES COMMISSION

BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CHARTER FIBERLINK )  
ID – CCVII, LLC. FOR A CERTIFICATE OF )  
PUBLIC CONVENIENCE AND NECESSITY )  
TO PROVIDE FACILITIES- BASED AND )  
RESOLD LOCAL EXCHANGE SERVICES )  
WITHIN THE STATE OF IDAHO )

CASE NO. CFI-T-04-01

**APPLICATION OF CHARTER FIBERLINK ID – CCVII, LLC**

COMES NOW Charter Fiberlink ID – CCVII, LLC (the “Applicant”), a Delaware limited liability company, and hereby applies to the Idaho Public Utilities Commission (the “Commission”) for a Certificate of Public Convenience and Necessity authorizing Applicant to provide facilities-based and resold local exchange telecommunications and data communications services within the State of Idaho. In compliance with the Commission’s Rules and Regulations, the Applicant provides the following information.

**I. DESCRIPTION OF THE APPLICANT**

- Applicant’s Name and Address.** Applicant’s correct name and address are:  
  
Charter Fiberlink ID – CCVII, LLC  
12405 Powerscourt Drive  
St. Louis, Missouri 63131-3674  
Tel: (314) 965-0555  
Fax: (314) 965-664
- Applicant’s Form of Business.** Applicant, a limited liability company, was organized under the laws of the State of Delaware on February 6, 2004. Applicant is duly authorized to engage in all lawful enterprises. Applicant’s Certificate of Authority to transact business in Idaho is attached

hereto at Exhibit "A". Applicant's articles of organization and operating agreement are attached hereto at Exhibit "B". A list of Applicant's officers and directors is attached hereto at Exhibit "C".

3. **Applicant's Attorneys' Names and Addresses.** The correct names, addresses and telephone numbers of Applicant's attorneys are:

Charles A. Hudak  
Brad S. Macdonald  
Friend, Hudak & Harris, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

Mr. Hudak or Mr. Macdonald should be contacted in connection with questions regarding this Application, as well as any tariff-related matters.

4. **Authorized Representative.** Upon grant of certification, the Commission should direct all correspondence, inquiries, data requests, consumer inquiries or customer complaints to:

Carrie L. Cox  
Director of Legal and Regulatory Affairs  
Charter Fiberlink ID - CCVII, LLC  
12405 Powerscourt Drive  
St. Louis, Missouri 63131-3674  
Tel: (314) 543-2567  
Fax: (314) 965-6640  
E-mail: ccox1@chartercom.com

with a copy to:

Charles A. Hudak  
Brad S. Macdonald  
Friend, Hudak & Harris, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

5. **Idaho Offices.** Applicant does not maintain, and does not intend to maintain, an office in the State of Idaho. Applicant's registered agent and address for service of process in the State of Idaho is:

Charter Fiberlink ID – CCVII, LLC  
c/o Corporation Service Company  
1401 Shoreline Drive, Suite 2  
Boise, Idaho 83702

6. **Description of Applicant's Owners.** As a limited liability company, Applicant has members instead of shareholders. CCVII Fiberlink, LLC owns one hundred percent (100%) of Applicant's membership interests. The address of CCVII Fiberlink, LLC's principal business office is 12405 Powerscourt Drive, St. Louis, Missouri 63131-3674. Charter Communications, Inc., in turn, indirectly owns one hundred percent (100%) of CCVII Fiberlink, LLC. The address of Charter Communications, Inc.'s principal business office is 12405 Powerscourt Drive, St. Louis, Missouri 63131-3674. No corporation, association or similar organization owns any other interest in Applicant. In addition, Applicant has not entered into any management agreement with any other entity.

7. **Description of Applicant's Subsidiaries.** At this time, Applicant has no subsidiaries.

## **II. DESCRIPTION OF APPLICANT'S PROPOSED SERVICES**

8. **Description of Proposed Facilities.** Applicant intends to obtain or to otherwise deploy switching equipment, associated electronics, routers and computer equipment in the State of Idaho in order to support a full array of facilities-based and resold local exchange telecommunications and data communications service offerings. In addition, Applicant may lease transmission lines and unbundled network elements obtained from telecommunications and other providers operating in

Idaho. Currently, Applicant does not own, operate or control, directly or indirectly, transmission facilities that are capable of providing any local exchange telecommunications or data communications services in Idaho.

**9. Description of Proposed Services.**

**A. Applicant's Initial Services.** Initially, Applicant intends to offer only private line data services in Idaho. Such private line services will provide a dedicated connection between customer-designated locations on a point-to-point basis. Specifically, a customer may order the Applicant's private line data services between an Applicant point of presence ("POP") and another point on Applicant's network, between an Applicant POP and a point located at the customer's premises, or between two (2) customer locations. Applicant intends to offer its private line data services to business or commercial customers at various transmission speeds, including DS1, DS3, OC3, OC12 and OC48. Applicant's initial private line facilities will not be interconnected with the public switched telephone network.

**B. Other Local Exchange Services.** In the future, Applicant intends to provide a wide variety of traditional local voice and data services to business and residential customers in the State of Idaho. The facilities over which those services will be provided by Applicant will be interconnected with the public switched telephone network, and Applicant's services may include single and multi-line services; complex services such as CENTREX, high-capacity private line voice services and ISDN; access services; and optional CLASS service features such as call waiting, call forwarding, three-way calling, speed dialing, call return, unpublished number and caller identification.

C. **Billing and Customer Service Information.** Applicant intends to bill its customers directly for local exchange and intrastate, interexchange telecommunications services. The charges, based upon the rates which will be set forth in Applicant's tariffs, Applicant's name, and its toll free telephone number for customer assistance will appear on all invoices. In addition, customers may contact Applicant's customer service representatives regarding a broad range of service matters, including: (i) the types of services offered by Applicant and the rates associated with such services; and (ii) problems or concerns pertaining to the customer's current service. Applicant's customer service representatives will be able to assist customers twenty-four (24) hours per day, seven (7) days per week at (866) 207-3663.

10. **Service Territory.** Applicant proposes to serve the entire State of Idaho to the fullest extent permitted by the laws of the State of Idaho and the orders, rules and regulations of the Commission. Applicant's proposed services and facilities may compete with certificated incumbent and competitive telecommunications providers operating in the State of Idaho. The identity of such telecommunications providers includes Qwest, AT&T, MCI and numerous competitive local exchange carriers.

11. **Commencement of Service.** Inasmuch as Applicant's initial proposed service offerings do not involve the provision of services over network facilities that are interconnected with the public switched telephone network, Applicant intends to begin offering service as soon as practicable upon receiving Commission approval of its Application. In the future, Applicant intends to begin offering switched or interconnected local exchange telecommunications and data communications services upon executing, and receiving Commission approval of, any needed interconnection agreements with incumbent local exchange carriers ("ILECs").

12. **Tariff.** Applicant proposes to offer facilities-based and resold local exchange services within the State of Idaho as further described in its proposed tariff, attached hereto at Exhibit "D". Modifications to this tariff, once approved, shall be made on such notice as is required by the Commission's rules.

13. **Interconnection Agreements.** Applicant has not yet begun interconnection negotiations with any incumbent local exchange carriers in Idaho. Upon the execution of any such interconnection agreement, Applicant will submit such agreement to the Commission for approval pursuant to Section 252 of the Telecommunications Act of 1996.

#### **IV. APPLICANT'S TECHNICAL, FINANCIAL AND MANAGERIAL QUALIFICATIONS**

14. **Technical and Managerial Expertise.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. Biographical descriptions of certain members of Applicant's management team are attached hereto at Exhibit "E". Affiliates of Applicant currently provide a full range of local exchange telecommunications and data communications services in the states of Wisconsin and Missouri. Applicant will utilize the same dedicated telephony staff that is used by those affiliates to manage its telephone operations in Idaho. This staff is competent in all areas of telephone company management, including finance, operations, regulation, engineering, networking and sales. The core telephony staff of Applicant and its affiliates has over 100 years of industry experience in developing, managing, and operating all types of telephone entities and services.

Applicant intends only to operate in the State of Idaho. However, affiliates of Applicant have filed, or are in the process of filing, applications for authority to provide the telecommunications and

data communications services described herein throughout the United States. Neither Applicant nor any of its affiliates have been denied authority to provide intrastate telecommunications services in any state, and have not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (*e.g.*, slamming).

**15. Financial Capability.** Applicant has adequate access to the necessary capital to provide the services for which authority is requested in this Application. Although Applicant is a newly created telecommunications carrier, Applicant is ultimately owned by Charter Communications, Inc. (“Charter”), which is a publicly-held company (NASDAQ - CHTR). Applicant has the assurance of Charter that it will be provided with the financial resources necessary to provide continuous and reliable voice and data communications service in Idaho. During the nine-month period ending on September 30, 2003, Charter generated approximately \$3.6 billion in revenue and had approximately \$21.4 billion in assets. Recent financial statements of Charter, which demonstrate Applicant’s ability to provide the services proposed herein, are attached hereto at Exhibit “F”.

**16. Escrow Account for Advance Deposits.** At this time, Applicant does not intend to require advance deposits from customer in Idaho as a condition of initiating service. Before requiring advance deposits, Applicant will provide the Commission with a signed copy of Applicant’s security bond or escrow agreement with a bonded escrow agent.

**17. Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts that it has reviewed the Commission’s rules, and that it is willing to comply with all rules and regulations that the Commission may impose subject to Idaho law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and authority as may be required for Applicant to provide

facilities-based and resold local exchange telecommunications and data communications services throughout the entire State of Idaho.

**18. Public Interest, Convenience and Necessity.** Commission approval of the matters described herein is in the public interest. The presence of another authorized local exchange carrier will provide additional choices to consumers, promote competition, and lead to the reduction of consumer costs for telecommunications and data communications services. Competition, in turn, will encourage efforts by other certificated telecommunications providers to broaden the range of choices for Idaho consumers of local exchange services. Applicant submits that, based on the information supplied herein, its proposed service offerings will provide Idaho consumers with high quality telecommunications and data communications products and services at reasonable rates while encouraging innovation and efficiency among all providers of such products and services in the state.

**WHEREFORE**, Applicant respectfully requests that the Commission:

- (1) Issue a Certificate of Public Convenience and Necessity authorizing it to engage in the provision of facilities-based and resold local exchange telecommunications and data communications services within the State of Idaho (as described in this Application);
- (2) Grant any other and additional relief that the Commission may deem just and proper.

Respectfully submitted this 17<sup>th</sup> day of March, 2004.

**CHARTER FIBERLINK ID - CCVII, LLC**

By:



Charles A. Hudak, Esq.

Brad S. Macdonald, Esq.

**FRIEND, HUDAK & HARRIS, LLP**

Three Ravinia Drive, Suite 1450

Atlanta, GA 30346

(770) 399-9500

Its Attorneys

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IN RE:

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TO PROVIDE FACILITIES- BASED AND )  
RESOLD LOCAL EXCHANGE SERVICES )  
WITHIN THE STATE OF IDAHO )

CASE NO. \_\_\_\_\_

VERIFICATION

The undersigned attests that he has reviewed this filing on behalf of Charter Fiberlink ID - CCVII, LLC ("Applicant") in the above-mentioned proceeding; that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Idaho Public Utilities Commission may impose subject to Idaho law as now or hereafter enacted.

**CHARTER FIBERLINK ID - CCVII, LLC**

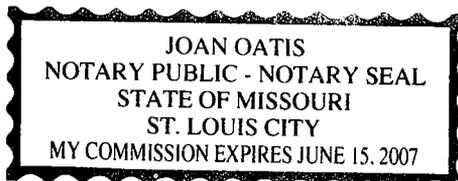
*Mark Barber*

Mark Barber

Vice President - Telephony

This document was signed in my presence  
on the 15<sup>th</sup> day of March, 2004.

*Joan Oatis*  
Notary Public



**EXHIBIT "A"**

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS**



# APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

(Instructions on back of application)

2004 FEB 10 PM 2:04  
SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited liability company is:

Charter Fiberlink ID-CCVII, LLC

2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is:

3. The jurisdiction under whose laws the limited liability company is organized is: Delaware  
and the date of its formation was: 1/20/2004

4. The name and address of the registered agent in Idaho is:

Corporation Service Company, 1401 Shoreline Drive, Suite 2, Boise, Idaho 83702

5. The address of the limited liability company's office in the jurisdiction under whose laws it is organized is:

2711 Centerville Rd., ste 400, Wilmington DE 19808

6. The address of the limited liability company's principal office, if other than the address in #5 above, is:

12405 Powerscourt Dr., St. Louis, MO 63131

7. The address to which correspondence should be addressed is:

Legal Department, 12405 Powerscourt Dr., St. Louis, MO 63131

8. Signature of a manager, if any, or a member if there are no managers.

Signature *Patricia M. Carroll*  
Typed Name Patricia M. Carroll  
Vice President of Charter  
Communications, Inc., Mgr.  
Manager  Member

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Revised 09/2002

Secretary of State use only

IDAHO SECRETARY OF STATE  
02/10/2004 05:00  
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WJ8541

# Delaware

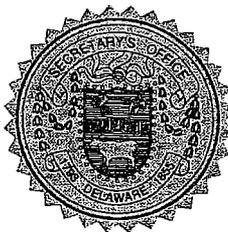
PAGE 1

## *The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CHARTER FIBERLINK ID-CCVII, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF FEBRUARY, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CHARTER FIBERLINK ID-CCVII, LLC" WAS FORMED ON THE TWENTIETH DAY OF JANUARY, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3754387 8300

040082922

AUTHENTICATION: 2915795

DATE: 02-06-04

Ben Yursa  
Secretary of State

700 West Jefferson  
PO Box 83720  
Boise, ID 83720-0080

Telephone: (208) 334-2300  
Fax: (208) 334-2282

sosinfo@idsos.state.id.us  
www.idsos.state.id.us



STATE OF IDAHO  
SECRETARY OF STATE

Business Entity  
(208) 334-2301  
Fax: (208) 334-2080  
Uniform Commercial Code  
(208) 334-3191  
Fax: (208) 334-2847  
Trademarks/Notaries  
(208) 334-2300  
Elections  
(208) 334-2852  
Fiscal  
(208) 334-5355  
Computer Services  
(208) 334-5354

Dear Customer:

The enclosed document has been filed. The purpose of this letter is to inform you of the following annual requirements:

Each corporation, limited liability company and each limited liability partnership authorized to transact business in this state must deliver to the secretary of state for filing an annual report on a form provided by this office.

If an annual report is not received on or before the due date, the following will occur:

- 1) Domestic corporations and limited liability companies will be subject to administrative dissolution;
- 2) Foreign corporations will be subject to revocation of its authority to do business in Idaho;
- 3) Foreign limited liability companies will be subject to administrative cancellation;
- 4) Limited liability partnerships will lose their limited liability status and revert to general partnerships;

The form must be executed by a person authorized by the company, indicating such capacity, setting forth the name of the company, the state or country under whose law it is incorporated/organized, along with the names and addresses of its current registered agent and officers.

The first, and all subsequent annual reports shall be delivered to the secretary of state each year before the end of the month during which a corporation or limited liability company was initially authorized to transact business. (Please note: the first annual report is not due until 1 year after the initial filing date.)

A pre-printed report form will be mailed to the corporation prior to its due date. There is no filing fee if the corporation's annual report is received in this office by the date it is due. (A post mark date will not be accepted.)

A sample of the annual report you will receive is included on the back of this letter.

If you have any questions or need further assistance, please do not hesitate to contact this office at (208) 334-2301.

Very truly yours,

COMMERCIAL DIVISION  
IDAHO SECRETARY OF STATE'S OFFICE

Enclosures: cited

**EXHIBIT "B"**

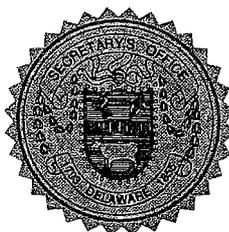
**ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT**

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CHARTER FIBERLINK ID-CCVII, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JANUARY, A.D. 2004, AT 10:40 O'CLOCK A.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3754387 8100

AUTHENTICATION: 2878203

040038037

DATE: 01-20-04

CERTIFICATE OF FORMATION

OF

CHARTER FIBERLINK ID-CCVII, LLC

1. The name of the limited liability company is Charter Fiberlink ID-CCVII, LLC.
2. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Charter Fiberlink ID-CCVII, LLC this 19<sup>th</sup> day of January 2004.

  
Janeen G. Doxagalski  
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHARTER FIBERLINK ID-CCVII, LLC

(a Delaware Limited Liability Company)

This LIMITED LIABILITY COMPANY AGREEMENT (as amended from time to time, this "Agreement") is entered into as of February 11, 2004, by CC VII Fiberlink, LLC, a Delaware limited liability company ("CCVII"), as the sole member of Charter Fiberlink ID-CCVII, LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, the Certificate of Formation of the Company was executed and filed in the office of the Secretary of State of the State of Delaware on January 20, 2004;

WHEREAS, CC VII Fiberlink, LLC is the sole member of the Company; and

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereby agrees as follows:

SECTION 1. *General.*

(a) *Formation.* Effective as of the date and time of filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, 6 *Del.C.* § 18-101, *et. seq.*, as amended from time to time (the "Act"). Except as expressly provided herein, the rights and obligations of the Members (as defined in Section 1(h)) in connection with the regulation and management of the Company shall be governed by the Act.

(b) *Name.* The name of the Company shall be "Charter Fiberlink ID - CCVII, LLC." The business of the Company shall be conducted under such name or any other name or names that the Manager (as defined in Section 4(a)(i) hereof) shall determine from time to time.

(c) *Registered Agent.* The address of the registered office of the Company in the State of Delaware shall be c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Suite 400,

Wilmington, Delaware 19808. The registered office or registered agent of the Company may be changed from time to time by the Manager.

(d) *Principal Office.* The principal place of business of the Company shall be at 12405 Powerscourt Drive, St. Louis, MO 63131. At any time, the Manager may change the location of the Company's principal place of business.

(e) *Term.* The term of the Company commenced on the date of the filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware, and the Company will have perpetual existence until dissolved and its affairs wound up in accordance with the provisions of this Agreement.

(f) *Certificate of Formation.* The execution of the Certificate of Formation by Janeen Domagalski, Authorized Person, and the filing thereof in the office of the Secretary of State of the State of Delaware are hereby ratified, confirmed and approved.

(g) *Qualification; Registration.* The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and in which such qualification, formation or registration is required or desirable. The Manager, as an authorized person within the meaning of the Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

(h) *Voting.* Each member of the Company (if there is only one member of the Company, the "Member"; or if there are more than one, the "Members") shall have one vote in respect of any vote, approval, consent or ratification of any action (a "Vote") for each one percentage point of Percentage Interest (as defined in Section 7) held by such Member (totaling 100 Votes for all Members) (any fraction of such a percentage point shall be entitled to an equivalent fraction of a Vote). Any vote, approval, consent or ratification as to any matter under the Act or this Agreement by a Member may be evidenced by such Member's execution of any document or agreement (including this Agreement or an amendment thereto) which would otherwise require as a precondition to its effectiveness such Vote, approval, consent or ratification of the Members.

SECTION 2. *Purposes.* The Company was formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

SECTION 3. *Powers.* The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Act.

SECTION 4. *Management.*

(a) *Management by Manager.*

i) Charter, as the sole member of the Company, hereby elects Charter Communications, Inc., a Delaware corporation ("CCI"), or its successor-in-interest that acquires directly or indirectly substantially all of the assets or business of CCI, as the Company's manager (the "Manager"). CCI shall be the Manager until a simple majority of the Votes elects otherwise. No additional person may be elected as Manager without the approval of a simple majority of the Votes (for purposes of this Agreement, to the extent the context requires, the term "person" refers to both individuals and entities). Except as otherwise required by applicable law and as provided below with respect to the Board, the powers of the Company shall at all times be exercised by or under the authority of, and the business, property and affairs of the Company shall be managed by, or under the direction of, the Manager. The Manager is a "manager" of the Company within the meaning of the Act. Any person appointed as Manager shall accept its appointment by execution of a consent to this Agreement.

ii) The Manager shall be authorized to elect, remove or replace directors and officers of the Company, who shall have such authority with respect to the management of the business and affairs of the Company as set forth herein or as otherwise specified by the Manager in the resolution or resolutions pursuant to which such directors or officers were elected.

iii) Except as otherwise required by this Agreement or applicable law, the Manager shall be authorized to execute or endorse any check, draft, evidence of indebtedness, instrument, obligation, note, mortgage, contract, agreement, certificate or other document on behalf of the Company without the consent of any Member or other person..

iv) No annual or regular meetings of the Manager or the Members are required. The Manager may, by written consent, take any action which it is otherwise required or permitted to take at a meeting.

v) The Manager's duty of care in the discharge of its duties to the Company and the Members is limited to discharging its duties pursuant to this Agreement in good faith, with the care a director of a Delaware corporation would exercise under similar circumstances, in the manner it reasonably believes to be in the best interests of the Company and its Members.

vi) Except as required by the Act, no Manager shall be liable for the debts, liabilities and obligations of the Company, including without limitation any debts, liabilities and obligations under a judgment, decree or order of a court, solely by reason of being a manager of the Company.

(b) *Board of Directors.*

i) Notwithstanding paragraph (a) above, the Manager may delegate its power to manage the business of the Company to a board of natural persons designated as "directors" (the "Board") which, subject to the limitations set forth below, shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Act and as are not by statute, by the Certificate of Formation (as amended from time to time, the "Certificate"), or by this Agreement (including without limitation Section 4(c) hereof) directed or required to be exercised or done by the Manager. Except for the rights and duties that are assigned to officers of the Company, the rights and duties of the directors may not be assigned or delegated to any person. No action, authorization or approval of the Board shall be required, necessary or advisable for the taking of any action by the Company that has been approved by the Manager. In the event that any action of the Manager conflicts with any action of the Board, the action of the Manager shall control.

ii) Except as otherwise provided herein, directors shall possess and may exercise all the powers and privileges and shall have all of the obligations and duties to the Company and the Members granted to or imposed on directors of a corporation organized under the laws of the State of Delaware.

iii) The number of directors on the date hereof is one, which number may be changed from time to time by the Manager. The director as of the date hereof shall be as set forth on Exhibit A hereto, provided that Exhibit A need not be amended whenever the director(s) or his or her successors are changed in accordance with the terms of this Agreement.

iv) Each director shall be appointed by the Manager and shall serve in such capacity until the earlier of his resignation, removal (which may be with or without cause) or replacement by the Manager.

v) No director shall be entitled to any compensation for serving as a director. No fee shall be paid to any director for attendance at any meeting of the Board; provided, however, that the Company may reimburse directors for the actual reasonable costs incurred in such attendance.

(c) *Consent Required.*

i) None of the Members, Managers, directors, or officers of the Company shall:

- (1) do any act in contravention of this Agreement;
- (2) cause the Company to engage in any business not permitted by the Certificate or the terms of this Agreement;

(3) cause the Company to take any action that would make it impossible to carry on the usual course of business of the Company (except to the extent expressly provided for hereunder); or

(4) possess Company property or assign rights in Company property other than for Company purposes.

ii) One hundred percentage (100%) of the Votes shall be required to:

(1) issue limited liability company interests in the Company to any person;

(2) change or reorganize the Company into any other legal form;

(3) approve a merger or consolidation of the Company with another person;

(4) sell all or substantially all of the assets of the Company; or

(5) voluntarily dissolve the Company.

iii) In addition to any approval that may be required under Section 15(b) to the extent amendment of this Agreement is required for any of the following actions, the affirmative vote, approval, consent or ratification of the Manager shall be required to:

(1) alter the primary purposes of the Company as set forth in Section 2;

(2) issue limited liability company interests in the Company to any person;

(3) enter into or amend any agreement which provides for the management of the business or affairs of the Company by a person other than the Manager (and the Board);

(4) change or reorganize the Company into any other legal form;

(5) approve a merger or consolidation of the Company with another person;

(6) sell all or substantially all of the assets of the Company;

(7) operate the Company in such a manner that the Company becomes an "investment company" for purposes of the Investment Company Act of 1940;

(8) except as otherwise provided or contemplated herein, enter into any agreement to acquire property or services from any person who is a director or officer of the Company;

(9) settle any litigation or arbitration with any third party, any Member, or any affiliate of any Member, except for any litigation or arbitration brought or defended in the ordinary course of business where the present value of the total settlement amount or damages will not exceed \$5,000,000;

(10) materially change any of the tax reporting positions or elections of the Company;

(11) make or commit to any expenditures which, individually or in the aggregate, exceed or are reasonably expected to exceed the Company's total budget (as approved by the Manager) by the greater of 5% of such budget or Five Million Dollars (\$5,000,000);

(12) make or incur any secured or unsecured indebtedness which, individually or in the aggregate, exceeds Five Million Dollars (\$5,000,000), provided that this restriction shall not apply to (i) any refinancing of or amendment to existing indebtedness which does not increase total borrowing (including obligations under that certain Credit Agreement with Charter Communications Operating, LLC as the borrower, dated as of March 18, 1999, as amended and restated as of January 3, 2002 and as further amended and restated by the Second Amended and Restated Credit Agreement dated as of June 19, 2003 (the "Credit Agreement") and the Loan Documents (as defined in the Credit Agreement), all of which have been, and are hereby, ratified and confirmed), (ii) any indebtedness to (or guarantee of indebtedness of) any entity controlled by or under common control with the Company ("Intercompany Indebtedness"), (iii) the pledge of any assets to support any otherwise permissible indebtedness of the Company or any Intercompany Indebtedness or (iv) indebtedness necessary to finance a transaction or purchase approved by the Manager; or

(13) voluntarily dissolve the Company.

(d) *Board Meetings.*

i) *Regular Meetings.* Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

ii) *Special Meetings.* Special meetings of the Board may be called by the President or any director on twenty-four (24) hours' notice to each director; special meetings shall be called by the President or Secretary in like

manner and on like notice on the written request of Members holding a simple majority of the Votes. Notice of a special meeting may be given by facsimile. Attendance in person of a director at a meeting shall constitute a waiver of notice of that meeting, except when the director objects, at the beginning of the meeting, to the transaction of any business because the meeting is not duly called or convened.

iii) *Telephonic Meetings.* Directors may participate in any regular or special meeting of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4(d)(iii) will constitute presence in person at such meeting.

iv) *Quorum.* At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of such adjournment shall be given to any director not present at such meeting.

v) *Action Without Meeting.* Unless otherwise restricted by the Certificate or this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all directors consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board.

(e) *Director's Duty of Care.* Each director's duty of care in the discharge of his or her duties to the Company and the Members is limited to discharging his duties pursuant to this Agreement in good faith, with the care a director of a Delaware corporation would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interests of the Company and its Members.

#### SECTION 5. *Officers.*

(a) *Officers.* The Company shall have such officers as may be necessary or desirable for the business of the Company. The officers may include a Chairman of the Board, a President, a Treasurer and a Secretary, and such other additional officers, including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Manager, the Board, the Chairman of the Board, or the President may from time to time elect. Any two or more offices may be held by the same individual.

(b) *Election and Term.* The President, Treasurer and Secretary shall, and the Chairman of the Board may, be appointed by and shall hold office at the pleasure of the Manager or the Board. The Manager, the Board, or the President may each appoint such other officers and agents as such person shall deem

desirable, who shall hold office at the pleasure of the Manager, the Board, or the President, and who shall have such authority and shall perform such duties as from time to time shall, subject to the provisions of Section 5(d) hereof, be prescribed by the Manager, the Board, or the President.

(c) *Removal.* Any officer may be removed by the action of the Manager or the action of at least a majority of the directors then in office, with or without cause, for any reason or for no reason. Any officer other than the Chairman of the Board, the President, the Treasurer or the Secretary may also be removed by the Chairman of the Board or the President, with or without cause, for any reason or for no reason.

(d) *Duties and Authority of Officers.*

i) *President.* The President shall be the chief executive officer and (if no other person has been appointed as such) the chief operating officer of the Company; shall (unless the Chairman of the Board elects otherwise) preside at all meetings of the Members and Board; shall have general supervision and active management of the business and finances of the Company; and shall see that all orders and resolutions of the Board or the Manager are carried into effect; subject, however, to the right of the directors to delegate any specific powers to any other officer or officers. In the absence of direction by the Manager, Board, or the Chairman of the Board to the contrary, the President shall have the power to vote all securities held by the Company and to issue proxies therefor. In the absence or disability of the President, the Chairman of the Board (if any) or, if there is no Chairman of the Board, the most senior available officer appointed by the Manager or the Board shall perform the duties and exercise the powers of the President with the same force and effect as if performed by the President, and shall be subject to all restrictions imposed upon him.

ii) *Vice President.* Each Vice President, if any, shall perform such duties as shall be assigned to such person and shall exercise such powers as may be granted to such person by the Manager, the Board or by the President of the Company. In the absence of direction by the Manager, the Board or the President to the contrary, any Vice President shall have the power to vote all securities held by the Company and to issue proxies therefor.

iii) *Secretary.* The Secretary shall give, or cause to be given, a notice as required of all meetings of the Members and of the Board. The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board may direct, a book of minutes of all meetings and actions of directors and Members. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at Board meetings, the number of Votes present or represented at Members' meetings, and the proceedings thereof. The Secretary shall perform such other duties as may be prescribed from time to time by the Manager or the Board.

iv) *Treasurer.* The Treasurer shall have custody of the Company funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books of the Company to be maintained for such purpose; shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in depositories designated by the Manager or the Board; and shall disburse the funds of the Company as may be ordered by the Manager or the Board.

v) *Chairman of the Board.* The Chairman of the Board, if any, shall perform such duties as shall be assigned, and shall exercise such powers as may be granted to him or her by the Manager or the Board.

vi) *Authority of Officers.* The officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Manager or the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and the actions of the officers taken in accordance with such powers shall bind the Company.

#### SECTION 6. *Members.*

(a) *Members.* The Members of the Company shall be set forth on Exhibit B hereto as amended from time to time. At the date hereof, Charter is the sole Member, and it (or its predecessor) has heretofore contributed to the capital of the Company. Charter is not required to make any additional capital contribution to the Company; however, Charter may make additional capital contributions to the Company at any time in its sole discretion (for which its capital account balance shall be appropriately increased). Each Member shall have a capital account in the Company, the balance of which is to be determined in accordance with the principles of Treasury Regulation section 1.704-1(b)(2)(iv). The provisions of this Agreement, including this Section 6, are intended to benefit the Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company. Notwithstanding anything to the contrary in this Agreement, Charter shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company.

(b) *Admission of Members.* Other persons may be admitted as Members from time to time pursuant to the provisions of this Agreement. If an admission of a new Member results in the Company having more than one Member, this Agreement shall be amended in accordance with the provisions of Section 15(b) to establish the rights and responsibilities of the Members and to govern their relationships.

(c) *Limited Liability.* Except as required by the Act, no Member shall be liable for the debts, liabilities and obligations of the Company, including without limitation any debts, liabilities and obligations of the Company under a judgment, decree or order of a court, solely by reason of being a member of the Company.

(d) *Competing Activities.* Notwithstanding any duty otherwise existing at law or in equity, (i) neither a Member nor a Manager of the Company, or any of their respective affiliates, partners, members, shareholders, directors, managers, officers or employees, shall be expressly or impliedly restricted or prohibited solely by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever and (ii) except as otherwise agreed in writing or by written Company policy, each Member and Manager of the Company, and their respective affiliates, partners, members, shareholders, directors, managers, officers and employees, shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

(e) *Bankruptcy.* Notwithstanding any other provision of this Agreement, the bankruptcy (as defined in the Act) of a Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

SECTION 7. *Percentage Interests.* For purposes of this Agreement, "Percentage Interest" shall mean with respect to any Members as of any date the proportion (expressed as a percentage) of the respective capital account balance of such Member to the capital account balances of all Members. So long as Charter is the sole member of the Company, Charter's Percentage Interest shall be 100 percent.

SECTION 8. *Distributions.* The Company may from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Members acting by simple majority of the Votes. Each such distribution (other than liquidating distributions) shall be divided among the Members in accordance with their respective Percentage Interests. Liquidating distributions shall be made to the Members in accordance with their respective positive capital account balances. Each Member shall be entitled to look solely to the assets of the Company for the return of such Member's positive capital account balance. Notwithstanding that the assets of the Company remaining after payment of or due provision for all debts, liabilities, and obligations of the Company may be insufficient to return the capital contributions or share of the Company's profits reflected in such Member's positive capital account balance, a Member shall have no recourse against the Company or any other Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Members on account of their interest in the Company if such distribution would violate the Act or any other applicable law.

SECTION 9. *Allocations.* The profits and losses of the Company shall be allocated to the Members in accordance with their Percentage Interests from time to time.

SECTION 10. *Dissolution; Winding Up.*

(a) *Dissolution.* The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the Members acting by unanimity of the Votes and the approval of the Manager or (ii) the occurrence of any other event required to cause the dissolution of the Company under the Act.

(b) *Effective Date of Dissolution.* Any dissolution of the Company shall be effective as of the date on which the event occurs giving rise to such dissolution, but the Company shall not terminate unless and until all its affairs have been wound up and its assets distributed in accordance with the provisions of the Act and the Certificate is cancelled.

(c) *Winding Up.* Upon dissolution of the Company, the Company shall continue solely for the purposes of winding up its business and affairs as soon as reasonably practicable. Promptly after the dissolution of the Company, the Manager shall immediately commence to wind up the affairs of the Company in accordance with the provisions of this Agreement and the Act. In winding up the business and affairs of the Company, the Manager may, to the fullest extent permitted by law, take any and all actions that it determines in its sole discretion to be in the best interests of the Members, including, but not limited to, any actions relating to (i) causing written notice by registered or certified mail of the Company's intention to dissolve to be mailed to each known creditor of and claimant against the Company, (ii) the payment, settlement or compromise of existing claims against the Company, (iii) the making of reasonable provisions for payment of contingent claims against the Company and (iv) the sale or disposition of the properties and assets of the Company. It is expressly understood and agreed that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of claims against the Company so as to enable the Manager to minimize the losses that may result from a liquidation.

SECTION 11. *Transfer.* At such time as the Company has more than one Member, no Member shall transfer (whether by sale, assignment, gift, pledge, hypothecation, mortgage, exchange or otherwise) all or any part of his, her or its limited liability company interest in the Company to any other person without the prior written consent of each of the other Members; *provided, however,* that this Section 11 shall not restrict the ability of any Member to transfer (at any time) (i) all or a portion of its limited liability company interest in the Company to another Member or (ii) pursuant to the Loan Documents (as defined in the Credit Agreement). Upon the transfer of a Member's limited liability company interest, the Manager shall provide notice of such transfer to each of the other Members and shall amend Exhibit B hereto to reflect the transfer.

SECTION 12. *Admission of Additional Members.* The admission of additional or substitute Members to the Company shall be accomplished by the amendment of this Agreement, including Exhibit B, in accordance with the provisions of Section 15(b), pursuant to which amendment each additional or substitute Member shall agree to become bound by this Agreement.

SECTION 13. *Tax Matters.* As of the date of this Agreement, the Company is a single-owner entity for United States federal tax purposes. So long as the Company is a single-owner entity for federal income tax purposes, it is intended that for federal, state and local income tax purposes the Company be disregarded as an entity separate from its owner for income tax purposes and its activities be treated as a division of such owner. In the event that the Company has two or more Members for federal income tax purposes, it is intended that (i) the Company shall be treated as a partnership for federal, state and local income tax purposes, and the Members shall not take any position or make any election, in a tax return or otherwise, inconsistent therewith and (ii) this Agreement will be amended to provide for appropriate book and tax allocations pursuant to subchapter K of the Internal Revenue Code of 1986, as amended.

SECTION 14. *Exculpation and Indemnification.*

(a) *Exculpation.* Neither the Members, the Manager, the directors of the Company, the officers of the Company, their respective affiliates, nor any person who at any time shall serve, or shall have served, as a director, officer, employee or other agent of any such Members, Manager, directors, officers, or affiliates and who, in such capacity, shall engage, or shall have engaged, in activities on behalf of the Company (a "Specified Agent") shall be liable, in damages or otherwise, to the Company or to any Member for, and neither the Company nor any Member shall take any action against such Members, Manager, directors, officers, affiliates or Specified Agent, in respect of any loss which arises out of any acts or omissions performed or omitted by such person pursuant to the authority granted by this Agreement, or otherwise performed on behalf of the Company, if such Member, Manager, director, officer, affiliate, or Specified Agent, as applicable, in good faith, determined that such course of conduct was in the best interests of the Company and within the scope of authority conferred on such person by this Agreement or approved by the Manager. Each Member shall look solely to the assets of the Company for return of such Member's investment, and if the property of the Company remaining after the discharge of the debts and liabilities of the Company is insufficient to return such investment, each Member shall have no recourse against the Company, the other Members or their affiliates, except as expressly provided herein; provided, however, that the foregoing shall not relieve any Member or the Manager of any fiduciary duty, duty of care or duty of fair dealing to the Members that it may have hereunder or under applicable law.

(b) *Indemnification.* In any threatened, pending or completed claim, action, suit or proceeding to which a Member, a Manager, a director of the Company, any officer of the Company, their respective affiliates, or any Specified Agent was or is a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of the Company, including without limitation any action or proceeding brought under the Securities Act of 1933, as amended, against a Member, a Manager, a director of the Company, any officer of the Company, their respective affiliates, or any Specified Agent relating to the Company, the Company shall to the fullest extent permitted by law indemnify and hold harmless the Members, Manager, directors of the Company, officers of the

Company, their respective affiliates, and any such Specified Agents against losses, damages, expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by or in connection with such claim, action, suit or proceeding; provided, however, that none of the Members, Managers, directors of the Company, officers of the Company, their respective affiliates or any Specified Agent shall be indemnified for actions constituting bad faith, willful misconduct, or fraud. Any act or omission by any such Member, Manager, director, officer, or any such affiliate or Specified Agent, if done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care by such Member, Manager, director, officer, or any such affiliate or Specified Agent, as applicable, shall not constitute bad faith, willful misconduct, or fraud on the part of such Member, Manager, director, officer, or any such affiliate or Specified Agent.

(c) *No Presumption.* The termination of any claim, action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that any act or failure to act by a Member, a Manager, a director of the Company, any officer of the Company, their respective affiliates or any Specified Agent constituted bad faith, willful misconduct or fraud under this Agreement.

(d) *Limitation on Indemnification.* Any such indemnification under this Section 14 shall be recoverable only out of the assets of the Company and not from the Members.

(e) *Reliance on the Agreement.* To the extent that, at law or in equity, a Member, Manager, director of the Company, officer of the Company or any Specified Agent has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any Member or other person bound by this Agreement, such Member, Manager, director, officer or any Specified Agent acting under this Agreement shall not be liable to the Company or to any Member or other person bound by this Agreement for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Member, Manager, director of the Company, officer of the Company or any Specified Agent otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Member, Manager, director or officer or any Specified Agent.

#### SECTION 15. Miscellaneous.

(a) *Certificate of Limited Liability Company Interest.* A Member's limited liability company interest may be evidenced by a certificate of limited liability company interest executed by the Manager or an officer in such form as the Manager may approve; provided that such certificate of limited liability company interest shall not bear a legend that causes such limited liability company interest to constitute a security under Article 8 (including Section 8-103) of the Uniform Commercial Code as enacted and in effect in the State of Delaware, or the corresponding statute of any other applicable jurisdiction.

(b) *Amendment.* The terms and provisions set forth in this Agreement may be amended, and compliance with any term or provision set forth herein may be waived, only by a written instrument executed by each Member. No failure or delay on the part of any Member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

(c) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns.

(d) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(e) *Severability.* In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

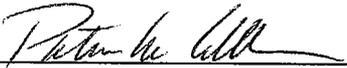
(f) *Multiple Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supercedes and replaces any prior or contemporaneous understandings.

(h) *Relationship between the Agreement and the Act.* Regardless of whether any provision of this Agreement specifically refers to particular Default Rules (as defined below), (i) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (ii) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 15(i), "Default Rule" shall mean a rule stated in the Act which applies except to the extent it may be negated or modified through the provisions of a limited liability company's Limited Liability Company Agreement.

IN WITNESS WHEREOF, the party has caused this Agreement to be duly executed on the date first above written.

CC VII FIBERLINK, LLC, a Delaware limited liability company

By:   
Name: Patricia M. Carroll  
Title: Vice President

Accepting its appointment as the Company's Manager subject to the provisions of this Agreement:

CHARTER COMMUNICATIONS, INC., a Delaware corporation

By:   
Name: Patricia M. Carroll  
Title: Vice President

**EXHIBIT A**

**Director**

Thomas A. Cullen

**EXHIBIT B**

**Member**

CC VII Fiberlink, LLC

100%

**EXHIBIT "C"**

**LIST OF OFFICERS AND DIRECTORS**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
Carl E. Vogel	President and Chief Executive Officer	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Steven A. Schumm	Executive Vice President and Chief Administrative Officer	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Michael P. Huseby	Executive Vice President and Chief Financial Officer	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Margaret A. Bellville	Executive Vice President and Chief Operating Officer	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Derek Chang	Executive Vice President of Finance and Strategy	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Curtis S. Shaw	Executive Vice President, General Counsel and Secretary	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Paul E. Martin	Senior Vice President – Corporate Controller	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Thomas A. Cullen	Senior Vice President - Advanced Services & Business Development and Director	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Wayne H. Davis	Senior Vice President – Engineering & Technical Operations	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Michael J. Lovett	Senior Vice President - Operations	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Steve J. Santamaria	Assistant to the President and Vice President – Management Services	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Eloise E. Schmitz	Vice President – Finance & Acquisitions, Treasurer and Assistant Secretary	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Thomas J. Hearity	Vice President and Associate General Counsel	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Patricia M. Carroll	Vice President, Counsel and Assistant Secretary	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Hunt Sevier Brown	Vice President, Counsel – Legal Operations & Assistant Secretary	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674

Laurence G. Christopher	Vice President, Counsel - Litigation	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Timothy L. Sims	Vice President – Tax	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Mark Barber	Vice President – Telephony	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674
Carrie Cox	Assistant Secretary	Charter Fiberlink ID - CCVII, LLC 12405 Powerscourt Drive St. Louis, Missouri 63131-3674

**EXHIBIT "D"**

**PROPOSED TARIFF**

## **Charter Fiberlink ID – CCVII, LLC**

**12405 POWERSCOURT DRIVE  
ST. LOUIS, MISSOURI 63131-3674**

### **COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

**This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Charter Fiberlink ID - CCVII, LLC with principal offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131-3674. This tariff applies for service furnished within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission and copies may be inspected during normal business hours.**

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**Issued:** \_\_\_\_\_

**Effective:** \_\_\_\_\_

**By: Carrie L. Cox  
Director of Legal and Regulatory Affairs  
Charter Fiberlink ID - CCVII, LLC  
12405 Powerscourt Drive  
St. Louis, Missouri 63131-3674**

**CHECK SHEET**

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

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

\* = New/Revised this issue

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

**By: Carrie L. Cox**  
**Director of Legal and Regulatory Affairs**  
**Charter Fiberlink ID - CCVII, LLC**  
**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131-3674**

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

**By: Carrie L. Cox**  
**Director of Legal and Regulatory Affairs**  
**Charter Fiberlink ID - CCVII, LLC**  
**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131-3674**

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

**By: Carrie L. Cox**  
**Director of Legal and Regulatory Affairs**  
**Charter Fiberlink ID - CCVII, LLC**  
**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131-3674**

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**SYMBOLS**

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

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

**By: Carrie L. Cox**  
**Director of Legal and Regulatory Affairs**  
**Charter Fiberlink ID - CCVII, LLC**  
**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131-3674**

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**TARIFF FORMAT**

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**Director of Legal and Regulatory Affairs**  
**Charter Fiberlink ID - CCVII, LLC**  
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**St. Louis, Missouri 63131-3674**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of intrastate local exchange telecommunications services by Charter Fiberlink ID - CCVII, LLC ("Company") to Customers within the State of Idaho.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions**

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier Customer** - A carrier that orders exchange access or retail services from the Company.

**Commission** - The Idaho Public Utilities Commission.

**Company or Carrier** - Charter Fiberlink ID - CCVII, LLC, unless specifically stated otherwise.

**Customer** - A person, firm, corporation, partnership or other entity, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming communications service.

**DS1** - Digital Signal, level 1. Capable of transmitting data at 1.544 Mbps.

**DS3** - Digital Signal, level 3. Capable of transmitting data at 44.736 Mbps.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

**Gbps** - One thousand million bits per second.

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**1.1 Definitions (Cont'd)**

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Mbps** – One million bits per second.

**Message** - A completed telephone call by a Customer or User.

**Normal Business Hours** – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**OC3** – Optical Carrier, level 3. A SONET channel capable of transmitting data at 155.52 Mbps.

**OC12** – Optical Carrier, level 12. A SONET channel capable of transmitting data at 622.08 Mbps.

**OC48** – Optical Carrier, level 48. A SONET channel capable of transmitting data at 2.488 Gbps.

**Premises** – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**State** – Idaho.

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or End User** – Customer or any authorized person or entity that utilizes the Company's services.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**1.2 Abbreviations**

**CLEC** – Competitive Local Exchange Carrier

**CO** – Central Office

**CPE** – Customer Premises Equipment

**DS1** – Digital Signal, Level 1

**DS3** – Digital Signal, Level 3

**ILEC** – Incumbent Local Exchange Carrier

**NPA** – Numbering Plan Area (Area Code)

**OC3** – Optical Carrier, Level 3

**OC12** – Optical Carrier, Level 12

**OC48** – Optical Carrier, Level 48

**PBX** – Private Branch Exchange

**PIC** – Primary or Preferred Interexchange Carrier

**POP** – Point of Presence

**V&H** - Vertical and Horizontal Coordinates

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**SECTION 1 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 1.1.1 The Company provides telecommunications services to business and carrier Customers.
- 1.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer’s agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer’s location to the Company’s network. The Customer shall be responsible for all charges due for such service arrangements.
- 1.1.3 The Company’s services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company’s services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company’s services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company’s services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.2 Limitations of Service (Cont'd)**

- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

**2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Limitations of Liability (Cont'd)**

- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
  - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
  - 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
  - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Limitations of Liability (Cont'd)**

## 2.3.4 (Cont'd)

- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's agents or employees.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted calls due to network busy conditions; and
- 2.3.4.L Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Limitations of Liability (Cont'd)**

- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.
- 2.3.10 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.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and ensuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card Calls.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Responsibilities of the Customer (Cont'd)**

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against 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 person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5 Allowances for Interruptions in Service****2.5.1 General**

- 2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

**2.5.2 Application of Credits for Interrupted Services**

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.2.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

**2.5.3 Limitations on Allowances**

2.5.3.A No credit allowance will be made for any interruption of service:

- 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.6 Termination of Service**

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice either verbally or in writing. If the Company has a term contract, early termination charges may apply. The Company may terminate service with cause by giving the Customer five (5) business days' written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.
- 2.6.2 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

**2.8 Advance Payments**

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary service for short-term use.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.9 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Idaho Public Utilities Commission. The address of the Commission is:

Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702  
208-334-0300

**2.10 Taxes**

State and local sales, use and similar taxes or regulatory fees and assessments are billed as separate items and are not included in the quoted rates for service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.12 Contract Service Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

**2.13 Special Construction**

At its option, the Company may provide Customers, upon request, special construction of facilities or services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.13.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.13.2 where facilities other than those which the Company provides are requested by the Customer;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.13 Special Construction (Cont'd)**

- 2.13.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.13.4 when services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.13.5 when services are requested by a Customer on an expedited basis;
- 2.13.6 when services or facilities are requested on a temporary basis until such services or permanent facilities are available.

The charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination charges.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company's services are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time a connection is established (*i.e.* when two-way communications is possible), and ends when a party terminates the connection.
- 3.1.2 No charges apply if a connection is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is 1 minute for a connected Call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when a connection is established (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party terminates the connection.

**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment. The end of service date is the last day after receipt by the Company of notification of cancellation as described in Section 2.6.1 of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.3 Calculation of Distance**

- 3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.
- 3.3.2 Where applicable, the airline mileage between rate centers is determined by applying a formula to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

**3.4 Minimum Call Completion Rate**

The Customer can expect a call completion rate of at least 97% per 100 Calls attempted during peak use periods for all services.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)****3.5 Service Offerings**

The Company offers local exchange telecommunications services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

**3.5.1 Leased Line Service**

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased line service is provided to Customers on a statewide basis, based upon the location of the Company's facilities, with transmission speeds of either DS1 (1.5444 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

**3.6 Miscellaneous Services****3.6.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

**3.6.2 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.6.3 Reconnection**

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

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**Issued:** \_\_\_\_\_**Effective:** \_\_\_\_\_

**By: Carrie L. Cox**  
**Director of Legal and Regulatory Affairs**  
**Charter Fiberlink ID - CCVII, LLC**  
**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131-3674**

**SECTION 4 - RATES AND CHARGES**

**4.1 Leased Line Service**

4.1.1 Nonrecurring Charges

Transmission	
<u>Speed</u>	<u>Installation</u>
DS1	ICB
DS3	ICB
OC3	ICB
OC12	ICB
OC48	ICB

Note: The foregoing rates represent a one time installation charge associated with the Service.

4.1.2 Recurring Charges

Transmission	<u>Duration of Contract (in months)</u>		
<u>Speed</u>	<u>12</u>	<u>36</u>	<u>60</u>
DS1	ICB	ICB	ICB
DS3	ICB	ICB	ICB
OC3	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC48	ICB	ICB	ICB

Note: The foregoing monthly rates are per DS0 mile, based on V&H coordinates; local access charges may apply.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

**By: Carrie L. Cox**  
**Director of Legal and Regulatory Affairs**  
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**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131-3674**

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**SECTION 4 - RATES AND CHARGES (Cont'd)****4.2 Promotions**

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. The Company will provide thirty (30) days prior notice to the Commission of all promotional offerings.

**4.3 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer twenty-five dollars (\$25.00). In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.

**4.4 Order Charge**

An Order Charge is a charge of forty dollars (\$40.00) for a change in the customer's service requested subsequent to installation.

**4.5 Reconnect Charge**

If service has been discontinued for proper cause, the Company will charge a fee of twenty-five dollars (\$25.00) to defray the cost of restoring service to the Customer.

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**Issued:** \_\_\_\_\_**Effective:** \_\_\_\_\_

**By: Carrie L. Cox**  
**Director of Legal and Regulatory Affairs**  
**Charter Fiberlink ID - CCVII, LLC**  
**12405 Powerscourt Drive**  
**St. Louis, Missouri 63131-3674**

**EXHIBIT "E"**

**BIOGRAPHICAL INFORMATION  
REGARDING MANAGEMENT OF  
CHARTER FIBERLINK ID - CCVII, LLC**

## MANAGEMENT QUALIFICATIONS

**Patti Lewis – Director, Program Management and Operations - Telephony**

### Primary Responsibilities:

Management of all projects for deployment of new markets. Oversight and management of all back office and service delivery functions.

### Experience:

2001 - Present

Charter Communications

Director - Program Management

2000 - 2001

Omniplex Communications (CLEC)

VP Business Operations

1999 - 2000

Omniplex Communications (CLEC)

Project Manager (business process design & billing system integration projects)  
(CLEC)

1998 - 1999

Omniplex Communications (CLEC)

VP Service Delivery, Advanced Communications Group (CLEC)

1996 - 1998

Omniplex Communications (CLEC)

Business Operations Director, Brooks Fiber Properties (CLEC)

1995 - 1996

Nextel

Fulfillment Manager

1990 - 1995

CyberTel Cellular/Ameritech

Project Manager

1988 - 1990

Citicorp Mortgage

Internal Audit

1986 - 1988

Ernst & Young

Public Accounting

**Education:**

BSBA - 1986

Certified Public Accountant -1986

Master of Finance -1991

**Michael P. Cornelius – Director, IP Telephony Engineering**

**Primary Responsibilities:**

Design and implementation of the IP network and oversight of telephone network deployments.

**Experience:**

2000 - Present  
Charter Communications  
Director - IP Telephony Engineering

2000  
Chorus Networks  
Vice President - Technical Services

1999 - 2000  
TDS Telecom  
Manager - Network Architecture Planning

1997 - 1999  
TDS Telecom  
Director - Network Engineering

1995 - 1997  
Sprint Spectrum, L.P.  
Network Design Manager

1987 - 1995  
Ameritech, Inc.  
Manager and Director - Cost Analysis, Designed Services, Network, Services, Technical Planning and Integrated Network Planning - Loop Facility/Circuit Engineering, Provisioning Services.

**Education:**

Master of Business Administration - 1987  
Bachelor of Science in Civil Engineering - 1982  
Cisco Certified Network Associate (CCNA)  
Registered Professional Engineer - State of Wisconsin

**Carrie L. Cox - Director of Legal Regulatory Affairs - Telephony**

**Primary Responsibilities:**

Regulatory compliance for all telephone operations and activities.

**Experience:**

2001 - Present

Charter Communications

Director of Legal and Regulatory Affairs - Telephone

1997 - 2001

Whyte Hirschboeck Dudek

Law Clerk and Associate Attorney

1981 - 1995

Wisconsin Bell (Ameritech)

Outside Plant Engineering

**Education:**

Bachelor of Arts - 1995

Juris Doctor - 1998

**Brian Clark - Director of Financial Modeling and Fiscal Operations - Telephony**

**Primary Responsibilities:**

Responsible for all financial analysis, business modeling and reconciliation.

**Experience:**

WilTel  
Manager Tax and Treasury

CyberTel  
Treasury Manager

DBX Corporation  
VP Finance

MegsInet  
CFO

CoreCom  
VP Finance

Mission Networks  
CFO

**Education:**

BS Business Administration - 1975  
CPA in Missouri and Illinois

**Mark Barber, Corporate Vice President - Telephony**

**Experience:**

2002 - Present

Charter Communications Inc.  
Corporate Vice President - Telephony

2000 - 2002

Charter Communications Inc  
Regional Vice-President of Advanced Services

1995 - 2000

CFW Communications, Inc.  
General Manager of Cable Operations / Added Director of Engineering,  
Construction, Operations, Industry Relations & Wireless Business Development  
for PCS, Cellular, Cable, LMDS and Paging

1994- 1995

Comcast Corporation  
Vice-President / General Manager of Venezuela – Cable

1993 - 1994

Comcast Corporation  
Corporate Director of Operations Europe – Cable Telephony

1992 - 1993

Comcast Corporation  
Director of Operations – Birmingham – Cable Telephony

1992

CHASE INTERNATIONAL - POLAND  
Regional Manager Poland – Cable

1990 - 1991

Chase International – Poland  
General Manager – Gdansk - Cable

1988 – 1990

Hauser Communications  
Director of Operations - Cable

1987 - 1988

Comsonics, Inc.  
Vice President Sales & Marketing

1984 - 1986  
Comsonics, Inc.  
Vice-President Operations & Corporate Development

1983  
Comsonics, Inc.  
Manager of Repair Lab Services

1981- 1982  
Comsonics, Inc.  
National CATV Field Engineer

1979 - 1980  
Instrumentation's Laboratories, Inc.  
Regional Field Service Engineer

1973 - 1977  
United States Marine Corps  
Test Equipment Repair and Calibration of Radar, Radio, Nav-Aids and Test  
Equipment

**EXHIBIT "F"**

**FINANCIAL STATEMENTS**

**CFI-T-04-01**

**SEE CASE FILE FOR  
FORMS:**

**10-K**

**10-Q**