

BEFORE THE PUBLIC UTILITIES COMMISSION
IN AND FOR THE STATE OF IDAHO

In Re The Application of)
VCI Company f/k/a Stan Efferding d/b/a)
Vilaire For a Certificate of Public)
Convenience and Necessity,)
Applicant.)
_____)

Docket Number: GNR-T-03-21

AMENDED APPLICATION FOR CERTIFICATION

COMES NOW the Applicant, VCI Company, formerly known as Stan Efferding d/b/a Vilaire (“Applicant”), and files this Amended Application for Certification (“Amended Application”) to petition the Public Utilities Commission (“Commission) for a Certificate of Public Convenience and Necessity pursuant to the laws of the State of Idaho and the rules and regulations of the Commission.

**I
HISTORY**

Applicant initially filed this application on June 3, 2003 as a sole proprietorship, Stan Efferding d/b/a Vilaire. On November 24, 2003, Applicant organized itself as a corporation under the laws of the State of Washington. Applicant files this Amended Application for the purposes of 1) requesting authority to provide facilities-based and resold local exchange, intraLATA interexchange and exchange access services in the State of Idaho under the corporate name VCI Company and 2) providing Commission staff with additional and updated information on VCI Company’s proposed services as well as its managerial, technical and financial ability to provide the requested services in the State of Idaho.

RECEIVED
FILED
2004 JUL 15 AM 8:57
IDAHO PUBLIC
UTILITIES COMMISSION

II PROPOSED SERVICES

Applicant proposes to provide facilities-based and resold local exchange and intraLATA interexchange services primarily to residential customers throughout the entire State of Idaho. Applicant will provide service mainly utilizing Unbundled Network Elements Platform (UNE-P) leased or purchased from Qwest Communications Corporation and Verizon. Applicant does not propose to construct facilities in the State of Idaho. Applicant is not currently providing any services within the State of Idaho.

III FORM OF BUSINESS

Applicant is a privately held corporation formed under the laws of the State of Washington on November 24, 2003. Applicant is certified and is in good standing with the State of Idaho to conduct business within the State of Idaho as a foreign business entity. Copies of Applicant's Washington Articles of Incorporation and Certificate of Authority from the Idaho Secretary of State are attached as **Exhibit A**.

Applicant's contact information as well as the names of its officers and directors is provided below:

Company contact information:

VCI Company
3875 Steilacoom Blvd SW #A
Lakewood, Washington 98499
Telephone: 253-973-2476
Facsimile: 253-475-6328
Email: Vilaire@comcast.net

Applicant does not maintain an office in the State of Idaho.

III
FORM OF BUSINESS, Continued

Applicant's officers, directors and contact information:

Stanley Johnson, President/Director
VCI Company
3875 Steilacoom Blvd SW #A
Lakewood, Washington 98499
Telephone: 253-973-2476
Facsimile: 253-475-6328
Email: stanj@vilaire.com

Stanley Efferding, Secretary/Treasurer
VCI Company
3875 Steilacoom Blvd SW #A
Lakewood, Washington 98499
Telephone: 206-419-5948
Facsimile: 253-475-6328
E-mail: Vilaire@comcast.net

Though not required in the application package, attached hereto as **Exhibit B** are resumes of Applicant's senior management, Stanley Johnson and Stanley Efferding.

Applicant's registered agent in the State of Idaho is:

National Registered Agents, Inc.
1423 Tyrell Lane
Boise, ID 83706

IV
TELECOMMUNICATIONS SERVICES

Applicant will be purchasing or leasing UNE-P from one or more Incumbent Local Exchange Carriers, such as Qwest Communications Corporation and Verizon. Applicant does not intend or anticipate construction of facilities at this time. At the time of execution of this application, Applicant has not entered into any interconnection agreement or other agreement to begin telecommunications services within the State of Idaho.

Applicant will provide services primarily to residential consumers. Applicant proposes to offer all forms of end-user local exchange service and intraLATA toll service, including but not limited to the following services:

Local Exchange Services:

- (1.) Local Exchange Services for residence customers that will enable customers to originate and terminate local calls in the local calling area served by the ILECs;
- (2.) Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future; and
- (3.) Operator assistance and directory assistance (via its underlying carriers).

Applicant also proposes to provide exchange access services to interconnection carriers.

V
SERVICE TERRITORY

Applicant proposes initially to offer its services in the service areas currently served by Qwest Communications Corporation and Verizon. In the future, Applicant may compete with all incumbent local exchange carriers (ILECs) within the State of Idaho specifically, ATC Communications, Cambridge Telephone Company, CenturyTel of Idaho, Inc., Frontier Communications of Idaho, Direct Communications Rockland, Inc., Fremont Telcom, Inc., Inland Telephone Company, Midvale Telephone Exchange, Inc., Oregon-Idaho Utilities, Inc., Pine Telephone System, Inc., Potlatch Telephone Company, Rural Telephone Company, Silver Star Communications and Teton Telecom. Applicant does not own any tangible property or premises in the State of Idaho.

V
SERVICE TERRITORY, Continued

VCI Company currently provides facilities-based local exchange service in Oregon, Washington and Wyoming. Certifications/authorizations are as set forth below:

<u>State</u>	<u>Authorization/Certification</u>	<u>Docket/Date of Order</u>
Oregon	Competitive telecommunications provider for intraexchange service	CP 1143/Mar 19, 2003
Washington	Registration as a Competitive Telecommunications Company	UT-021524, 12/18/2002
Wyoming	Certificate of Public Convenience and Necessity to provide local exchange telecommunications services	DOCKET NO. 70104-TA-03-1/ July 21, 2003

Applicant has an application for local exchange and intraLATA toll authority pending in California.

VI
FINANCIAL INFORMATION

Attached hereto as **Exhibit C** are true and correct copies of Applicant's financial statements. The information in **Exhibit C** should be sufficient to demonstrate that the financial strength of the Applicant is adequate to enable Applicant to provide and maintain service in the State of Idaho. Applicant's financial statements contain proprietary information and are filed under seal accordingly.

VII
TARIFF FILINGS

Attached hereto as **Exhibit D** is a copy of Applicant's illustrative tariff. A complete tariff, with service descriptions and rates, will be filed with the Commission upon approval of this Amended Application.

**VIII
CUSTOMER CONTACTS**

Applicant's designated responsible contact director for customer service and on-going regulatory issues is:

Stanley Efferding
VCI Company
3875 Steilacoom Blvd SW #A
Lakewood, Washington 98499
Telephone: 206-419-5948
Facsimile: 253-475-6328
Email: Vilaire@comcast.net

Correspondence regarding this Application should be addressed to Applicant's consultant:

Stacey A. Klinzman
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, WA 98335
Telephone: (253) 851-6700
Facsimile: (253) 851-6474
Email: sklinzman@millerisar.com
Website: www.millerisar.com

**VIII
INTERCONNECTION AGREEMENTS**

As of the date of execution of this application, Applicant has begun negotiations for an interconnection agreement with any Idaho certificated facilities-based carriers.

**IX
COMPLIANCE WITH COMMISSION RULES**

Applicant's statement, signed by Stanley Johnson, President, indicating that he has reviewed the rules and regulations of the Commission and agrees to abide by all terms and conditions thereof is attached hereto as **Exhibit E**.

X
ESCROW ACCOUNT OR SECURITY BOND

Applicant will not collect deposits or advance payments from its customers. Therefore, no escrow account or bonded escrow agent is necessary. Applicant seeks Commission approval of certification without bond or deposit, based upon financial ability disclosed in **Exhibit C**.

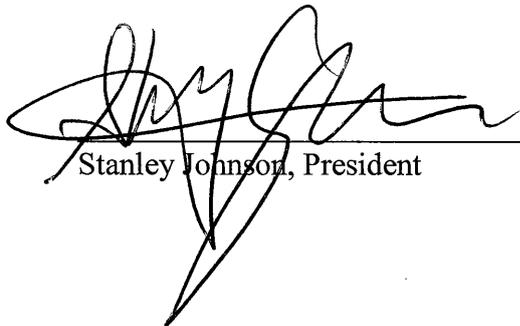
[SIGNATURE NEXT PAGE]

XI
CONCLUSION

WHEREFORE, based upon the foregoing, Applicant VCI Company f/k/a Stanley Efferding d/b/a Vilaire respectfully requests that the Public Utilities Commission in and for the State of Idaho approve and grant it a certification to provide resold and facilities based local exchange, intraLATA toll, and exchange access services in the State of Idaho.

DATED THIS 12 day of July, 2004.

VCI COMPANY



Stanley Johnson, President

AFFIDAVIT OF STANLEY JOHNSON

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

STANLEY JOHNSON, duly sworn upon oath, deposes and declares:

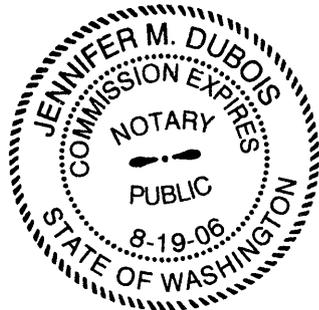
(1.) I am President of VCI Company, and the authorized individual with Applicant to execute this Amended Application, am over the age of eighteen (18) years, have personal knowledge of the matters contained herein, and am competent to testify and affirm thereto;

(2.) I have reviewed the information contained in this application, and affirm that the same is true and correct to the best of my knowledge, information and belief;

FURTHER AFFIANT SAYETH NAUGHT.


STANLEY JOHNSON

SWORN AND SUBSCRIBED TO BEFORE ME THIS 12 day of July, 2004.




Notary Public in and for the State of Washington,
residing at LAKEWOOD
My Commission expires 8-19-06

BEFORE THE PUBLIC UTILITIES COMMISSION
IN AND FOR THE STATE OF IDAHO

In Re The Application of)
VCI Company f/k/a Stan Efferding d/b/a)
Vilaire For a Certificate of Public)
Convenience and Necessity,)
Applicant.)
_____)

Docket Number: GNR-T-03-21

EXHIBITS

<u>Exhibit</u>	<u>Item</u>
A	ARTICLES OF INCORPORATION AND IDAHO SECRETARY OF STATE CERTIFICATION
B	SENIOR MANAGEMENT RESUMES
C	FINANCIAL STATEMENTS (Under Seal)
D	ILLUSTRATIVE TARIFF
E	STATERMENT OF COMPLIANCE WITH COMMISSION RULES

EXHIBIT A
ARTICLES OF INCORPORATION AND
IDAHO SECRETARY OF STATE CERTIFICATION
(Attached)

329-1697.0
2003



**STATE OF WASHINGTON
SECRETARY OF STATE**

**APPLICATION TO FORM A
PROFIT CORPORATION**

(Per Chapter 23B.02 RCW)

FEE: \$175

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 40234
OLYMPIA, WA 98504-0234

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

FILED
SECRETARY OF STATE

NOV 24 2003

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

STATE OF WASHINGTON
WORK OFFICE USE ONLY

FILED: 1 1	UBI: 600-344-481
CORPORATION NUMBER:	

IMPORTANT! Person to contact about this filing <i>Stanley Johnson</i>	Daytime Phone Number (with area code) (253) 973-2476
--	---

ARTICLES OF INCORPORATION

NAME OF CORPORATION (Must contain the word "Corporation" "Incorporated" or "Limited" or the abbreviation "Corp." "Inc." "Co." or "Ltd.") <i>VCI Company</i>	
NUMBER OF SHARES (Minimum of one (1) share must be listed) THE CORPORATION IS AUTHORIZED TO ISSUE <i>100</i>	CLASS OF (If "preferred" class is checked, please attach description) SHARES <input checked="" type="checkbox"/> Common <input type="checkbox"/> Preferred
EFFECTIVE DATE OF INCORPORATION (Specified effective-date may be up to 90 days AFTER receipt of the document by the Secretary of State) <input type="checkbox"/> Specific Date: _____ <input checked="" type="checkbox"/> Upon filing by the Secretary of State	

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE CORPORATION ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT	
Name <i>Stanley Johnson</i>	
Street Address (Required) <i>7304 Zircon Dr SW</i> City <i>Lakewood</i> State <i>WA</i> ZIP <i>98498</i>	
PO Box (Optional - Must be in same city as street address) _____ ZIP (if different than street ZIP) _____	
I consent to serve as Registered Agent in the State of Washington for the above named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.	
Signature of Agent <i>[Signature]</i>	Printed Name <i>Stanley Johnson</i> Date <i>11/24/03</i>

NAMES AND ADDRESSES OF EACH INCORPORATOR (If necessary, attach additional names and addresses)	
Name <i>Stanley Johnson</i>	
Address <i>7304 Zircon Dr SW</i> City <i>Lakewood</i> State <i>WA</i> ZIP <i>98498</i>	
Name <i>Stan Effording</i>	
Address <i>7304 Zircon Dr SW</i> City <i>Lakewood</i> State <i>WA</i> ZIP <i>98498</i>	
Name _____	
Address _____ City _____ State _____ ZIP _____	

SIGNATURE OF INCORPORATOR	
<i>This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.</i>	
Signature of Incorporator <i>[Signature]</i>	Printed Name <i>Stanley Johnson</i> Title <i>President</i> Date <i>11/24/03</i>

CORPORATIONS INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

144272000 117500
\$0.00 Document
Only
Tracking ID: 634759
Doc No: 314390-002

State of Idaho

Office of the Secretary of State

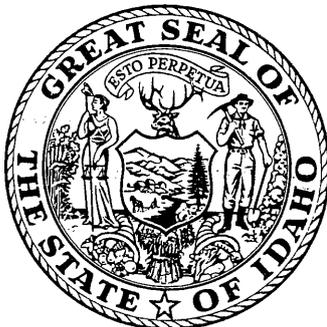
CERTIFICATE OF AUTHORITY
OF
VCI COMPANY

File Number C 155311

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 29 June 2004



Ben Yursa

SECRETARY OF STATE

By *Sally Lloyd*

2003 JUN 20 PM 12: 01



APPLICATION FOR CERTIFICATE OF AUTHORITY (For Profit)
(Instructions on Back of Application)

STATE OF IDAHO

The undersigned Corporation applies for a Certificate of Authority and states as follows:

- 1. The name of the corporation is: VCI COMPANY
- 2. The name which it shall use in Idaho is: _____
- 3. It is incorporated under the laws of: WASHINGTON
- 4. Its date of incorporation is: 11/24/2003
- 5. The address of its principal office is: 3875 STEILACOOM BLVD., #A, LAKEWOOD, WA 98498
- 6. The address to which correspondence should be addressed, if different from Item 5, is: _____
- 7. The street address of its registered office in Idaho is: 1423 Tyrell Lane, Boise, Idaho 83706
and its registered agent in Idaho at that address is: National Registered Agents, Inc.
- 8. The names and respective business addresses of its directors and officers are:

Name	Office	Address
<u>STANLEY JOHNSON</u>	<u>PRESIDENT</u>	<u>3875 STEILACOOM BLVD, #A,</u> <u>LAKEWOOD, WA 98498</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: 6/28/04

Signature: [Handwritten Signature]

Typed Name: STANLEY JOHNSON

Capacity: PRESIDENT

Customer Acct # : _____
(if using pre-paid account)

Secretary of State use only

Stamp: Stamp here when
returning application to the
Secretary of State

Web Page

IDAHO SECRETARY OF STATE
 06/29/2004 05:00
 CK: none CT: 3848 BH: 752949
 1 @ 100.00 = 100.00 AUTH PRO # 2
 1 @ 20.00 = 20.00 EXPEDITE C # 3

C155311

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE/AUTHORIZATION

OF

VCI COMPANY

I **FURTHER CERTIFY** that the records on file in this office show that the above named Profit Corporation was formed under the laws of the State of WA and was issued a Certificate Of Incorporation in Washington on 11/24/2003.

I **FURTHER CERTIFY** that as of the date of this certificate, **VCI COMPANY** remains active and has complied with the filing requirements of this office.

Date: June 18, 2004

UBI: 602-344-481



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

CANCELLATION OR AMENDMENT OF
CERTIFICATE OF ASSUMED BUSINESS NAME
(Please type or print legibly)

004 JUN 29 PM 12: 01
SECRETARY OF STATE
STATE OF IDAHO

To the SECRETARY OF STATE, STATE OF IDAHO
Pursuant to Section 53-507 and 53-508, Idaho Code, the undersigned gives notice
of the action(s) indicated below:

1. The assumed business name is: VILAIRE

2. The assumed business name was filed with the Secretary of State's Office
on 06/20/2003 as file number D65779

3. Cancellation. The persons who filed the certificate no longer claim an interest in
the above assumed business name and cancel the certificate in its entirety.

4. The assumed business name is amended to: _____

5. The true names and business addresses of the entity or individuals doing
business under the assumed business name are amended as follow:

Add:	Delete:	Name:	Address:
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

6. The type of business is amended to read:
 Retail Trade Manufacturing Transportation and Public Utilities
 Wholesale Trade Agriculture Finance, Insurance, and Real Estate
 Services Construction Mining

7. The name and address to which future correspondence should be addressed
is changed to read:

8. Name and address for this acknowledgment copy is:

UNISEARCH, INC.
1780 BARNES BLVD SW
TUMWATER, WA 98512

Signature: 

Printed Name: STANLEY EFFERDING

Capacity: CO-OWNER

(see instruction # 9 on back of form)

Secretary of State use only

11/20/03 10:00 AM
Please do not write on this area

EXHIBIT B
SENIOR MANAGEMENT RESUMES
(Attached)

Stan Efferding
7304 Zircon Dr SW
Lakewood, Wa. 98498
206-419-5948
Fax 253-475-6328

Professional Resume

12/2002 - Current: VCI Company (Telecommunications Company)

Residential phone service, licensed in 5 states.

2/2004 – Current: Heather Meadows Apartments/Owner

Multifamily Investment

9/2002 - 10/2003: Vilaire Apartments/Owner

Multifamily investment

8/2000 - 12/2002: Vice President, Tel West Communications

25,000 business and residential customers serviced in 20 state region.

1998 – 2000: Simpson Property Group Limited Partnership/SIMCOM (Simpson Communications), Regional Manager

1206 unit portfolio. Facilities based telephone and cable operations throughout.

1991 – 1998: Mulqueeney Company, Property Manager

1996-1998 – Property Manager, Chase Properties, 536 units. Facilities based telephone and cable operations managed in partnership with telephones plus/cable plus.

1995 – Project Manager, \$13.5M, 200 unit Chase Gardens apartment development.

1991-1995 – Property Manager, Chase Village, 336 units

1985 – 1990: University of Oregon Bachelor of Science

Stanley Johnson
7304 Zircon Dr. SW
Lakewood, WA 98498
(253) 973-2476 Cell
StanJ@vilaire.com

Profile:

Talented negotiator and team leader with contributions in problem solving, decision making and implementing new systems. Experienced in business analysis, budgeting and P&L responsibility. Recognized as a hands-on, proactive troubleshooter who can rapidly identify business problems and provide solutions, creative, very observant of details and their possible consequence/application.

Position & Employers:

2002 - **President, VCI Company**
2001 - 2002 **Financial Business Specialist, Bayer Health Care**
1999 - 2001 **Coordinator, International Business Machine (IBM)**
1997 - 1999 **Regional Finance Manager, AmeriCorp**
1995 - 1997 **Financial Analyst, Wells Fargo Bank**

Education:

MBA, Eastern Michigan University, MI (1998)
Graduated Cum laude

B.S., Norfolk State University, VA (1995)
Emphasis in Finance
G. P. A in Major 3.52

Experience:

President, VCI Company

- Design, implement and managed a \$2.1 Billion Sales budget process made up of 20 different currencies.
- Performed detail product profitable analysis, which leads to a 7% increase in company's overall performance.
- Performed competitive benchmarks Analysis that leads to a 27% increase in market Share.
- Prepared and presented Monthly, Quarterly and yearly finance performance measurements to senior level management.
- Design, implement and managed a \$2.1 Billion Sales budget process made up of 20 different currencies.
- Performed detail product profitable analysis, which leads to a 7% increase in company's overall performance.

- Performed competitive benchmarks Analysis that leads to a 27% increase in market Share.
- Prepared and presented Monthly, Quarterly and yearly finance performance measurements to senior level management.
- Designed, Implemented and managed a forecast process that helped senior level management increase profitable 250 Million.
- Developed and managed a pricing and marketing strategy the increased product market share by 50% in 6 months.
- Prepared and presented Monthly Performance measurement to Senior Level management.
- Performed detail analysis on companies for future business acquisitions.
- Strategize with senior level management in regards to current and future sale growth.

Wells Fargo Bank, Financial Analysts

- Performed financial statement analysis on small companies for future investment opportunity.
- Prepared Quarterly performance Measurement for middle level management.
- Prepared/Analyzed Income – Related statements, balance sheet and earnings schedules for 100 million corporation and subsidiaries.

Career Achievements:

- Cited for “exemplary” performance in 1996 Performance review
- Analyzed capital markets issues including interest rate risk, divestitures and other restructurings.
- Oversaw all marketing and customer service activities: led region to 12% increase in profitability over previous year.
- 25% revenue and 15% market share increase in 2 years

EXHIBIT C
FINANCIAL STATEMENTS
(Attached)

PLEASE TAKE NOTICE: Applicant considers its financial information to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, the Applicant requests that the Commission treat Applicant's Balance Sheets and Income Statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial information is submitted under protective seal, accordingly.

EXHIBIT D
ILLUSTRATIVE TARIFF
(Attached)

VCI COMPANY
Schedule of
GENERAL REGULATIONS FOR EXCHANGE SERVICES
Applying to the Local Exchange and IntraLATA Interexchange
Services and Facilities of this Company
in the State of Idaho

This Price List ("Price List") contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by VCI Company ("Company ") within the State of Idaho. This Price List is on file with the Idaho Public Utilities Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 3875 Steilacoom Blvd SW #A, Lakewood, Washington 98499.

Issued:

Issued By:

Stanley Johnson
VCI Company
3875 Steilacoom Blvd. SW, #A
Lakewood, Washington 98499
(800) 923-8375

Effective Date:

CHECK SHEET

The Title Sheet and Sheets 1 through ___ inclusive of this Price List are effective as of the date shown at the bottom of the respective Sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original	44	Original
16	Original	45	Original
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18	Original	47	Original
19	Original	48	Original
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21	Original	50	Original
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23	Original	52	Original
24	Original	53	Original
25	Original	54	Original
26	Original	55	Original
27	Original	56	Original
28	Original	57	Original
29	Original	58	Original

Issued:

Effective Date:

Issued By:

Stanley Johnson
VCI Company
3875 Steilacoom Blvd. SW, #A
Lakewood, Washington 98499
(800) 923-8375

CHECK SHEET, Continued

Sheet No.	Sheet Version	Sheet No.	Sheet Version
59	Original	88	Original
60	Original	89	Original
61	Original	90	Original
62	Original	91	Original
63	Original	92	Original
64	Original	93	Original
65	Original	94	Original
66	Original		
67	Original		
68	Original		
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86	Original		
87	Original		

Issued:

Issued By:

Stanley Johnson
VCI Company
3875 Steilacoom Blvd. SW, #A
Lakewood, Washington 98499
(800) 923-8375

Effective Date:

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Issued:

Effective Date:

Issued By:

Stanley Johnson
VCI Company
3875 Steilacoom Blvd. SW, #A
Lakewood, Washington 98499
(800) 923-8375

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Subject Matter Sheet Number

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Issued:

Issued By:

Stanley Johnson
VCI Company
3875 Steilacoom Blvd. SW, #A
Lakewood, Washington 98499
(800) 923-8375

Effective Date:

APPLICATION OF PRICE LIST

VCI Company (hereinafter "The Company"), has been authorized by the Idaho Public Utilities Commission (Idaho PUC) to provide competitive local exchange and intraLATA interexchange services. This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange and intraLATA interexchange services to residential customers within the State of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

SYMBOLS

The following symbols shall be used as set out below to describe specific changes made to the original Price List.

- C** Indicates a changed listing, rule, or condition, which may affect rates or charges
- D** Indicates discontinued material, including a listing, rate, rule or condition
- I** Indicates an increase
- M** Indicates that the material has been relocated to another part of Price List schedules with no change in text, rate, rule or condition
- N** Indicates new material including listing, rate, rule or condition
- R** Indicates a reduction
- S** Indicates reissued matter
- T** Indicates a change in wording of text, but not a change in rate, rule or condition.

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CONTACT INFORMATION

Company Contact Information

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems, contact:

VCI Company
3875 Steilacoom Blvd. SW, #A
Lakewood, Washington 98499
(617) 847-1500
(800) 923-8375 Toll Free
(253) 475-3628 Facsimile
<http://www.vilaire.com/pages/1/index.htm> Web Page

For matters concerning customer service, tariffs, Price Lists and regulatory affairs:

Mr. Stanley Efferding
VCI Company
3875 Steilacoom Blvd SW #A
Lakewood, Washington 98499
(800) 923-8375 Toll Free
(206) 419-5948 Telephone
(253) 475-6328 Facsimile
Vilaire@comcast.net E-mail

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SECTION 1.0—DEFINITIONS

The following words and terms when used in this Price List shall have the meaning set out by this section.

Access Lines: Telephone facilities which permit access to and from the Customer's premises and the telephone exchange or serving central office.

Account Code: A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Advance Payment: A payment required before the start of service. Advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

Agent:..... A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

Applicant:..... A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Application:..... A request made in writing for telephone service.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

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SECTION 1.0—DEFINITIONS, Continued

The following words and terms when used in this Price List shall have the meaning set out by this section.

Automatic Number Identification (ANI): The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.

Basic Rate Area: A specific geographic area, within which the schedule rates for local exchange service apply without exchange line mileage and without special rates in lieu of mileage.

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

Calling Card:..... A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Carrier or Common Carrier:..... See, Interexchange Carrier.

Central Office: Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Commission: The Idaho Commerce Commission

Common Channel Signaling:..... The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

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SECTION 1.0—DEFINITIONS, Continued

The following words and terms when used in this Price List shall have the meaning set out by this section.

Company or Name of Company: VCI Company (also known as "VCI").

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Dedicated Access: Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

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SECTION 1.0—DEFINITIONS, Continued

The following words and terms when used in this Price List shall have the meaning set out by this section.

Interexchange Carrier (IXC):..... The terms "Interexchange Carrier" (IXC) (or "Interexchange Common Carrier") denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Interstate Access Service: Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls between states.

Intrastate Access Service: Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA:..... A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Measured Service:..... The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

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SECTION 1.0—DEFINITIONS, Continued

The following words and terms when used in this Price List shall have the meaning set out by this section.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Non-listed Service:..... A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-published Service:..... A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

Point of Presence: The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Recurring Charges: The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Residential Service: Telephone Service provided to customers when the actual or obvious use is for domestic purposes.

Service Commencement Date:..... The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this Price List, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

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SECTION 1.0—DEFINITIONS, Continued

The following words and terms when used in this Price List shall have the meaning set out by this section.

Service Order: The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this Price List; except that the duration of the service is calculated from the Service Commencement Date.

Service Switching Point (SSP): A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center: The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP):..... The term "Signaling Point" (SP) denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI):..... The term "Signaling Point of Interface" (SPOI) denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7): The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

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SECTION 1.0—DEFINITIONS, Continued

The following words and terms when used in this Price List shall have the meaning set out by this section.

Signal Transfer Point (STP):..... The term "Signal Transfer Point" (STP) denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port:..... The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Small Business Service:..... Telephone service provided to businesses with five (5) or fewer lines.

Toll Free:..... A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Travel Card: See "Calling Card" definition.

V & H Coordinates: Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Wire Center:..... A building in which one or more central offices, used for the provision of Exchange Services, are located.

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SECTION 2.0—REGULATIONS**2.1. Undertaking of the Company****2.1.1. Scope**

- 2.1.1.2. The Company undertakes to furnish local exchange communications service pursuant to the terms of this Price List.
- 2.1.1.2. The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this Price List even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.
- 2.1.1.3. The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.1.1.4. Company services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of any Price Lists of such other communications carriers.
- 2.1.1.5. The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

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SECTION 2.0—REGULATIONS, Continued

- 2.2. Shortage of Equipment or Facilities. The furnishing of service under this Price List is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using leased or purchased Unbundled Network Elements Platform (UNE-P) from the Company's underlying carrier.
- 2.3. Selection of Transmission. The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this Price List.
- 2.4. Notification of Service-Affecting Activities. The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.
- 2.5. Provision of Equipment and Facilities
- 2.5.1. The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Price List.
- 2.5.2. The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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SECTION 2.0—REGULATIONS, Continued**2.6. Terms and Conditions**

- 2.6.1. Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this Price List, a month is considered to have thirty days. All calculations of dates set forth in this Price List shall be based on calendar days, unless otherwise specified herein.
- 2.6.2. This Price List shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

2.7. Non-routine Installation and Special Construction

- 2.7.1. Non-Routine Installation. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.
- 2.7.2. Special Construction. Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction may include that construction undertaken:
- (a) where facilities are not presently available;
 - (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
 - (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
 - (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
 - (e) on an expedited basis;
 - (f) on a temporary basis until permanent facilities are available;
 - (g) involving abnormal costs; or
 - (h) in advance of normal construction.

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SECTION 2.0—REGULATIONS, Continued**2.7. Non-routine Installation and Special Construction, Continued.**

2.7.2. Special Construction, Continued. Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

2.8. Ownership of Facilities. Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request and in as good condition as reasonable wear will permit.

2.9. Rights-of-Way. Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company.**

- 2.10.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. Such liability will not be limited by gross misconduct of the Company. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days.
- 2.10.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
- 2.10.2.1. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
- 2.10.2.2. Any defacement or damage to the customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.****2.10.2., Continued**

- 2.10.2.3. Failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over VCI or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- 2.10.2.4. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- 2.10.2.5. Liability for failure to provide service or any delays in the furnishing of any services or facilities;
- 2.10.2.6. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- 2.10.2.7. Providing listing information to any Local Exchange Carrier ("LEC") for inclusion in LEC directories. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company;

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.****2.10.2., Continued**

- 2.10.2.8. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- 2.10.2.9. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- 2.10.2.10. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- 2.10.2.11. For any personal injury to or death of any person or persons;
- 2.10.2.12. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- 2.10.2.13. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.****2.10.2., Continued**

- 2.10.2.14. Any unlawful or unauthorized use of the Company's facilities and Services;
- 2.10.2.15. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.10.2.16. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the result of the Company's negligence;
- 2.10.2.17. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 2.10.2.18. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.10.2.19. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.10.2.20. Any non-completion of calls due to network busy conditions;
- 2.10.2.21. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.****2.10.2., Continued**

- 2.10.2.22. Service, facilities, or equipment, which the Company does not furnish.
- 2.10.2.23. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.10.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.10.4. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.10.5. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited 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.
- 2.10.6. Unless otherwise provided by Washington state law or Commission rules, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.**

- 2.10.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.10.8. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.10.9. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.10.10. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE SERVICES OR THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the Services or equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.**

2.10.11. Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to Directory Listings or Assistance; and the Customer shall indemnify and save Company harmless against all claims and reasonable attorney's fees) that may arise from the use of such information.

2.10.12. With respect to Directory Listing Service:

2.10.12.1. Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service tariff schedule, subject to availability of such listing service to Company's Customers.

2.10.12.2. In the absence of willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings for which there is no charge, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

2.10.12.3. Company's liability arising from errors or omissions in directory listings for which there is a charge will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.

2.10.12.4. The Subscriber assumes full responsibility for his use of any name as a directory listing, and agrees to hold the Company free and harmless from any claims, loss, damage or liability which may result from the use of such listing. The Company will not undertake to determine the legal, contractual or other right to the use of a name to be listed in any directory.

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.****2.10.12. With respect to Directory Listing Service, Continued:**

- 2.10.12.5. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.10.12.6. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.
- 2.10.12.7. A Subscriber holding a non-published number releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made institute or asserted by the Subscriber or by any other person, caused or claimed to have been caused directly or indirectly by the publication of such number or the disclosure or non-disclosure of said number to any persons.
- 2.10.12.8. A Subscriber holding a non-listed number releases, indemnifies and holds harmless the Company for any and all loss, claims, demands, suites or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the subscriber or by any other person, caused or claimed to have been caused directly or indirectly by the publication of such number in any publicly distributed directory.

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.****2.10.13. With respect to Emergency Number 911 Service:**

- 2.10.13.1. This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects malfunctions in the service, nor does VCI undertake such responsibility.
- 2.10.13.2. 911 service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies.
- 2.10.13.3. Unless otherwise agreed, the Company will provide Customer with the network connection and be responsible for providing the appropriate Public Safety Answering Point (“PSAPs”) with automatic line identification (ALI), which includes: the area code, telephone number, name, address, and location information, for one emergency response location per billing telephone number for the DS1 and PRI level service and one emergency response location per billing telephone number per line for the DS0 level of service. Customer will be responsible for providing all other E-911/911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. VCI is not responsible for and will not make any changes or submit updates to E-911/911 databases for any services other than the one emergency response location as set forth above.

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SECTION 2.0—REGULATIONS, Continued2.10. Liability Of The Company, Continued.2.10.13. With respect to Emergency Number 911 Service, Continued:

2.10.13.4. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service. Customer will indemnify and hold harmless the Company, its officers, directors, affiliated companies, employees, agents and subcontractors from all liabilities, claims, or damages arising out of personal injury or death or damage to property related to the provision or failure to provide E-911/911 services

2.10.13.5. 911 information, consisting of the names, address and telephone numbers of all telephone Customers is confidential. VCI will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

2.10.13.6. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

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

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SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.**

2.10.14. The Company's liability and the exclusive remedy of the Customer for damages arising out of or related to the Services will be solely limited to an amount no greater than the amounts paid by Customer to the Company during the term of the services.

2.10.15. Exculpatory Clause. **PLEASE NOTE: THE EXCULPATORY LANGUAGE OF SECTION 2.10 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 ANY EXCULPATORY CLAUSE CONTAINED IN THIS TARIFF.**

2.11. Liability Of The Customer.**2.11.1. General Liabilities of the Customer**

2.11.1.1. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.11.1.2. To the extent caused by any negligent or intentional act of the Customer as described in 2.6.1.1. preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 2.0—REGULATIONS, Continued**2.11. Liability Of The Customer, Continued.****2.11.1. General Liabilities of the Customer, Continued.**

2.11.1.3. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.11.1.4. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

2.11.1.5. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

2.11.2. Liability of the Customer for Unauthorized Use of the Network**2.11.2.1. Unauthorized Use of the Network**

A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Price List; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Price List, or uses specific services that are not authorized.

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SECTION 2.0—REGULATIONS, Continued2.11. Liability Of The Customer, Continued.2.11.2. Liability of the Customer for Unauthorized Use of the Network, Continued.2.11.2.1. Unauthorized Use of the Network, Continued.

B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's Price Listed charges by either rearranging, tampering with, or making connections not authorized by this Price List to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C. Customers are advised that use of telecommunications equipment and Services, including that provided under this Price List, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Price List. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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SECTION 2.0—REGULATIONS, Continued**2.11. Liability Of The Customer, Continued.****2.11.2. Liability of the Customer for Unauthorized Use of the Network, Continued.****2.11.2.2. Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Price List, the Customer is responsible for payment of all charges for Services provided under this Price List. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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SECTION 2.0—REGULATIONS, Continued2.11. Liability Of The Customer, Continued.2.11.2. Liability of the Customer for Unauthorized Use of the Network, Continued.2.11.2.3. Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

2.11.2.4. Liability for Credit Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

2.12. Conflicts Between Price List and Commission Rules. If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff or Price List provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

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SECTION 2.0—REGULATIONS, Continued

- 2.13. Allowances for Interruptions in Service. A credit allowance will be given for interruptions of service, subject to the provisions of this section.
- 2.13.1. Credit for Service Interruptions. A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.
- 2.13.1.1. The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or
- 2.13.1.2. within 24 hours after the report of the outage if no emergency exists.
- 2.13.1.3. Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.
- 2.13.1.4. If the Company does not restore service within the times required by this paragraph, the Company will credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.
- 2.13.2. Limitations on Allowances. No credit allowance will be made for:
- 2.13.2.1. interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this Price List by the Customer, authorized user or joint user;
- 2.13.2.2. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.13.2.3. interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- 2.13.2.4. interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

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SECTION 2.0—REGULATIONS, Continued**2.14. Obligations of the Customer**

- 2.14.1. The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises
- 2.14.2. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.14.3. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- 2.14.4. Customer shall be responsible for the payment of all charges for service provided under this Price List, and for payment of all excise, sales, use, excise, franchise, access, universal service, 911 service, handicapped services or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Price List.
- 2.14.5. Customer shall be responsible for informing the Company of any billing dispute within ninety (90) days of the due date of the bill, unless Commission rules, regulations or Idaho State law indicates otherwise.
- 2.14.6. The Customer is responsible for compliance with applicable regulations set forth in this Price List.

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SECTION 2.0—REGULATIONS, Continued**2.14. Obligations of the Customer, Continued.**

- 2.14.7. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.14.8. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.14.9. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to VCI's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.14.10. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by Customer, including charges alleged to have resulted from fraud or abuse of Customer's service, the Company shall charge Customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges.
- 2.14.11. The Customer agrees to return to the Company within five (5) days of termination of service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2.0—REGULATIONS, Continued**2.14. Obligations of the Customer, Continued.**

- 2.14.12. In accordance with the “filed tariff doctrine,” as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled. Unless provided otherwise in this Price List, by Idaho State law or by Commission Regulations, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Price List.
- 2.14.13. The Customer is responsible for damage to or loss of the Company’s facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.14.14. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.14.14. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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SECTION 2.0—REGULATIONS, Continued**2.14. Obligations of the Customer, Continued.**

- 2.14.15. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 2.14.16. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Price List; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing facilities or equipment of the Company;
- 2.14.17. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.14.18. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.14.19. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;

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SECTION 2.0—REGULATIONS, Continued**2.14. Obligations of the Customer, Continued.**

- 2.14.20. The Customer is responsible for notifying Company of any interruptions of or other trouble with the service.
- 2.14.21. The Customer is responsible for placing any necessary orders; for complying with Price List regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Price List regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.14.22. The Customer is responsible for compliance with applicable regulations set forth in this Price List.
- 2.14.23. 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.
- 2.14.24. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

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SECTION 2.0—REGULATIONS, Continued**2.14. Obligations of the Customer, Continued.**

2.14.25. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

2.15. **Prohibited Uses.** The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.1. **Abuse.** The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

2.15.1.1. using service to make calls that might reasonably be expected to frighten, torment, or harass another;

2.15.1.2. using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.2. **Fraudulent Use.** The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this Price List. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the Price Listed charges for the service including but not limited to:

2.15.2.1. rearranging, tampering with, or making connections not authorized by this Price List to any network components used to furnish service; or

2.15.2.2. using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

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SECTION 2.0—REGULATIONS, Continued**2.16. Payments****2.16.1. Customer Obligations**

- 2.16.1.1. The Customer shall pay outstanding charges in full within sixteen (16) days of the invoice date. Charges normally will be invoiced in arrears, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within sixteen (16) after the date of the invoice are considered delinquent.
- 2.16.1.2. The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

2.16.2. Disputed Bills

- 2.16.2.1. Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.
- 2.16.2.2. In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:

Idaho Public Utilities Commission
P.O. Box 83720
Boise Idaho 83720-0074
334-0300 (within the local calling area)
1-800-432-0369 (from outside the local calling area)

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SECTION 2.0—REGULATIONS, Continued**2.16. Payments, Continued.****2.16.3. Payment Arrangements**

- 2.16.3.1. When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.
- 2.16.3.2. In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.
- 2.16.3.3. Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. [See IDAPA.31.41.01 Rule 306.06.] Such payments shall be applied first to the oldest undisputed balances.
- 2.16.3.5. If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.
- 2.16.3.7. A Customer's failure to pay for undisputed MTS charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to MTS services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.
- 2.16.3.8. Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

- 2.17. Taxes, Charges, Fees. In addition to the rates and charges described in this Price List, the Customer may be responsible for payment of taxes, charges or fees ordered by the Idaho PUC, the Idaho State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

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SECTION 2.0—REGULATIONS, Continued

- 2.18. Deposits. The Company will not require deposits or advance payments.
- 2.19. Refusal or Termination of Services. If the Company intends to deny an available service to an applicant, the Company will provide the applicant with a written explanation of its refusal to serve. The written explanation shall include a) the reasons for denial of the service; b) actions the applicant may take in order to receive the denied service; and c) a statement that the Customer may file an informal or formal complaint concerning denial of the service with the Company or with the Idaho PUC.
- 2.19.1. Grounds for Refusal to Establish Service. The Company may refuse to establish service if any of the following conditions exist:
- 2.19.1.1. the applicant has an outstanding amount due to the Company for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment;
 - 2.19.1.2. a condition exists that, in the Company's judgment, is unsafe or hazardous to the applicant, the general population, or the Company's personnel, agents or facilities;
 - 2.19.1.3. the applicant refuses to provide the Company with a deposit after having failed to meet the credit criteria for waiver of deposit requirements;
 - 2.19.1.4. the applicant is known to be in violation of the Company's Price Lists filed with the Commission;
 - 2.19.1.5. the applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the Company as necessary to and a condition for providing service to the applicant; or
 - 2.19.1.6. the applicant has falsified his/her identity for the purpose of obtaining service.

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SECTION 2.0—REGULATIONS, Continued**2.19. Refusal or Termination of Services, Continued.**

2.19.2. Grounds for Termination with Written Prior Notice. Except as otherwise specified in this Price List or Idaho PUC rules, the Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

2.19.2.1. for nonpayment of any undisputed amounts owing to the Company;

2.19.2.2. for services provided to premises that have been vacated by the Customer;

2.19.2.3. for tampering with the Company's property;

2.19.2.4. for violation of rules, service agreements, or filed Price Lists;

2.19.2.5. for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or

2.19.2.6. for fraudulent obtaining or use of service, including, but not limited to:

- A. providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
- B. using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this Price List;
- C. using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- D. any other fraudulent means or device.

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SECTION 2.0—REGULATIONS, Continued**2.19. Refusal or Termination of Services, Continued.**

2.19.3. Without Written Notice to the Customer. The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

2.19.3.1. Dangerous Condition. A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.

2.19.3.2. Ordered to Terminate Service. The Company is ordered to terminate service by any court, the Idaho PUC, or any other duly authorized public authority.

2.19.3.3. Services Obtained Illegally. The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.

2.19.3.4. Customer Unable to be Contacted. The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.

2.19.3.5. Misrepresentation of Identity. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company.

2.19.3.6. Illegality. For any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service.

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SECTION 2.0—REGULATIONS, Continued**2.19. Refusal or Termination of Services, Continued.****2.19.4. Notice of Disconnection**

- 2.19.4.1. Seven-Day Notice. Except as otherwise provided under the provisions of IDAPA 31.41.01.303.04 and 31.41.01.305, the Company will mail to the Customer written notice of termination at least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.306.
- 2.19.4.2. Twenty-Four-Hour Notice. At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.306.
- 2.19.4.3. Additional Notice. If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the Idaho PUC, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the Company will again issue a written notice as set out by subsection 2.19.4.1 of this Price List, related to Seven-Day Notice.
- 2.19.5. Customer Cancellation of Service. If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

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SECTION 2.0—REGULATIONS, Continued**2.20. Restoration of Service**

2.20.1. A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.19 of this Price List. The Company reserves the right to refuse to restore service until all amounts due have been paid.

2.20.2. Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

2.21. Assignment. The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this Price List to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Price List to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

2.22. Promotions. The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

2.23. E911. The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls. The Company's switches will be equipped with E911 trunks and all E911 traffic will be switched by the Company to the incumbent local exchange carrier for routing.

2.24. Public Notice. The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice

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SECTION 3.0—SERVICES AND RATES**3.1. General**

- 3.1.1. Local Exchange Services provides the Customer with connection to the public switched telecommunications network. In addition, Local Exchange Service provides the Customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables the Customer to:
- (a) receive calls from other stations on the public switched telecommunications network;
 - (b) access other services offered by the Company as set forth in this Price List;
 - (c) access certain interstate and international calling services provided by the Company;
 - (d) access the Company's operators and business offices for service related assistance;
 - (e) access emergency services by dialing 0- or 9-1-1; and
 - (f) access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State Price Lists or Price List, or which maintain other types of traffic exchange arrangements with the Company.
- 3.1.2. Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.
- 3.1.3. Non-Published Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.
- 3.1.4. Idaho Telecommunications Service Assistance Program (ITSAP). The Company does not participate in the Idaho Telecommunications Service Assistance Program (ITSAP), nor does the Company draw monies from any state or federal agency programs that support ITSAP.
- 3.1.5. Idaho USF Surcharges. A surcharge is assessed on all access lines to contribute towards funding for an Idaho Universal Service Fund. The Surcharge Rate is established by the Commission and will be assessed to each business and residential line.

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SECTION 3.0—SERVICES AND RATES, Continued3.1.6. Service Area

3.1.6.1 Exchange access Services are provided in the portions of Idaho served by Verizon and Qwest.

3.1.6.2. The Company's description of Service area in no way compels the Company to provide any Service in an area where facilities or other extenuating factors limit the Company's ability to provide Service.

3.1.7. Availability

Services are provided subject to technological availability and compatibility with Customer facilities. Services, rates, and Contract conditions may not be available in all areas.

3.1.8. Local Calling Areas

3.1.8.1. The Company will provide Service in all Qwest and Verizon exchanges as defined in Section 3.3. As technical and/or economic feasibility permits, this Section may be modified to reflect additional areas in which the Company will offer Service.

3.1.8.2. The Company concurs in Verizon and Qwest's Exchange Areas filed in their local exchange tariffs filed with the Commission. Local Calling Areas for Customers whose Premises are located in the exchanges listed under Section 3.3, will be the same as Verizon and Qwest's Local Calling Areas.

3.1.6. Service Descriptions – Verizon and Qwest Service Areas

[TO BE FILED UPON APPROVAL]

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SECTION 3.0—SERVICES AND RATES, Continued

3.2. Local Exchange Service Rates

3.2.1. Qwest Service Area

[TO BE FILED UPON APPROVAL]

3.2.2. Verizon Service Area

[TO BE FILED UPON APPROVAL]

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SECTION 3.0—SERVICES AND RATES, Continued

3.3. Local Exchange Service Areas

3.3.1. Qwest Exchange LATAs

3.3.1.1. Northern Idaho LATA 676

Exchange	RC Exchange	RC Exchange	RC Exchange	RC Exchange	RC		
Cottonwood	1	Craigmont	1	Grangeville	1	Kamiah	1
Kooskia	1	Lapwai	2	Lewiston	2	Nez Perce	1

3.3.1.2. Southern Idaho LATA 652

Exchange	RC Exchange	RC Exchange	RC Exchange	RC Exchange	RC		
Afton	1	American Falls	2	Arid	1	Ashton	1
Bancroft	2	Blackfoot	2	Bliss	2	Boise	2
Buhl	2	Burley	1A	Caldwell	2	Castleford	2
Caumil	1	Dietrich	2	Downey	2	Driggs	1
Eden	2	Emmett	2	Glenns Ferry	2	Gooding	2
Grace	2	Hagerman	2	Hailey	1	Idaho City	2
Idaho Falls	2	Island Park	1	Jerome	2	Ketchum	1
Kimberly	2	Kuna	2	Lava Hot Springs	2	McCammon	2
Mack	1	Malad	1	Melba	2	Meridian	2
Middleton	2	Montpelier	2	Mountain Home	2	Murtaugh	2
Nampa	2	New Acres	2	New Plymouth	2	Oakley	2
Oxbow	1	Paris	1	Payette	2	Pocatello	2
Preston	2	Rexburg	2	Rigby	2	Ririe	2
Roberts	2	St. Anthony	2	Shelley	2	Shoshone	1
Soda Springs	2	Stanley	1	Star	2	Twin Falls	2
Weiser	2	Wendell	2				

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SECTION 3.0—LOCAL EXCHANGE SERVICES AND RATES, Continued3.3. Local Exchange Service Rates, Continued3.3.2. Verizon Service Territory

Exchange	RC Exchange	RC Exchange	RC Exchange	RC Exchange	RC
Bayview	D Bonner's Ferry	L Bovill	J Clark Fork	I	
Coeur d'Alene	Q Cora	C Deary	J Evergreen	F	
Genesee	C Harrison	N Hayden Lake	P Hope	I	
Kellogg/Pinehrs	O Moscow	R Mullan	M Oldtown/Albeni	C	
Orofino	B Peck	B Pierce	B Pinehurst	O	
Plummer	H Post Falls	P Potlatch	E Priest Lake	C	
Priest River	I Rathdrum	G Rock Creek	A St. Maries	K	
Sandpoint	O Setters	G Spirit Lake	I Tensed/Bluebel	F	
Wallace	B Weippe	B Wellesley	G		

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EXHIBIT E
STATEMENT OF COMPLIANCE WITH COMMISSION RULES
(Attached)

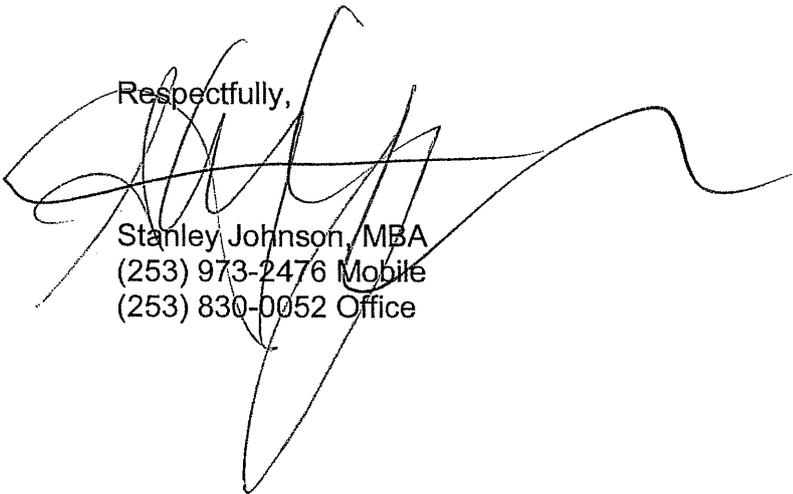
VCI Company
PO BOX 98907
Lakewood, WA 98498

June 16, 2004

Idaho Public Utility Commission

I have read the Idaho rules and will comply with the rule allow at least 15 days for customers to make a payment. If you have any questions, please do not hesitate to contact me.

Respectfully,

A large, stylized handwritten signature in black ink, appearing to read 'Stanley Johnson', is written over the typed name and contact information.

Stanley Johnson, MBA
(253) 973-2476 Mobile
(253) 830-0052 Office