

Charter Fiberlink WA - CCVII, LLC

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

LOCAL AND INTRASTATE INTEREXCHANGE TARIFF

**(This document is not filed with the Washington Utilities and
Transportation Commission.)**

This tariff contains the description, regulations and rates for the furnishing of services and facilities for local and long distance telecommunications services provided by Charter Fiberlink WA-CCVII, LLC to customers within the state of Washington.

Issued By: Carrie L. Cox, VP and Senior Counsel Telephone Legal and Regulatory Affairs
12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink WA-CCVII, LLC

Effective Date: August 7, 2006

Local and Intrastate Interexchange Tariff

Charter Fiberlink WA-CCVII, LLC

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Check Sheet

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

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Issued By: Betty Sanders, Director Regulatory Affairs
12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink WA-CCVII, LLC

Effective Date: November 1, 2008

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Issued By: Carrie L. Cox, VP Regulatory Affairs
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Effective Date: October 16, 2006

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Effective Date: August 7, 2006

3. Rules and Regulations

3.1 Obligation and Liability of the Telephone Company

3.1.1 Availability of Facilities and Equipment

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment. Products and services will be available in accordance with this tariff, where technically feasible.

The installation and restoration of Services shall be subject to the regulations set forth in this Tariff.

3.1.2 Interruptions of Service

In the event of an interruption to the service not due to the negligence or willful act of the customer or customer premises equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company, upon customer request.

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company telecommunications equipment on the customer's premises. Failure to supply adequate commercial electrical power is considered negligence of the customer. A customer may be billed a service dispatch charge whenever a dispatch is made to correct a service interruption caused by customer negligence or failure on the customer's side of the demarcation point.

In the event the Customer is affected by such interruption, not due to customer negligence, for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

3.1.3 Liability

In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service except as follows:

If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, No allowance shall be made for interruptions due to the inside wiring or customer provided equipment.

3.1.3 Liability (Cont'd)

(N)

The advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Telephone Company. The Telephone Company will assure, however, that its local exchange access lines meet standards.

The Customer indemnifies and saves the Telephone Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Telephone Company when such apparatus is provided by the Customer. The Telephone Company has the right of refusing to, or ceasing to, render service to a Customer if at any time any of the telephones, appliances, lines or apparatus on the Customer's premises shall be considered unsafe by Telephone Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

Upon the request of the Customer for trouble visit a charge (refer to Service and Equipment Charges) will be made if trouble is found to be in customer-provided systems. The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities. The responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the Telephone Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Telephone Company shall not be responsible to the Customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Telephone Company render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Telephone Company that such changes may affect customer-provided facilities, the Telephone Company shall provide reasonable notice. The Customer also agrees to release, indemnify and hold harmless the Telephone Company 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 to use E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

To ensure 911 calls and emergency personnel are properly routed Telephone Company equipment must not be moved by the customer. Additionally, the Telephone Company recognizes one address for all lines on the same account and will not be responsible for multiple address location information. Therefore, the customer is responsible for directing emergency personnel to the specific location of the person in need and to any other physical location if all telephones are not located at the address on the account.

(N)

3.1.3 Liability (Cont'd)

The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using a Multimedia Terminal Adaptor (MTA) or a telephone modem, that requires electrical power in the event of failure. The Telephone Company may provide battery backup for the MTA or modem to customers with the intent of providing telephone service in the event of a power outage. However, continued telephone service in the event of a power outage is not guaranteed.

Under no circumstances shall the Telephone Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity, for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Telephone Company or its officers, directors, employees or agents.

Notwithstanding any other provision of any service agreement or this tariff, the telephone company's entire liability to customer, and customer's sole and exclusive remedy for any damages caused by any service defect or failure, or for other claims arising in connection with any service provided by the telephone company, shall be customer's proven direct damages not to exceed per claim (or in the aggregate during any 12-month period) an amount equal to the total net payments payable by customer for the applicable service during the three (3) months preceding the month in which the damage occurred. Under no circumstances shall the telephone company be liable to the customer for any indirect, consequential, exemplary, special, incidental, or punitive damages (including, without limitation, any damages for lost business, revenue, profits or goodwill) arising in connection with any service agreement or the provision or failure of any services (including, without limitation, any service implementation delays or failures). This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery. Nothing in this section limits customer's responsibility for the payment of charges due or the telephone company's obligation to provide credits due as provided in this tariff.

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(N)

3.1.4 Directory Errors and Omissions

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic service. (C)

The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. (C)

Each customer shall be entitled, without charge, to a directory for their local calling service area within the State of Washington.

3.1.5 Transmitting Message

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors

3.1.6 Use of Connecting Telephone Company Lines

When suitable arrangements can be made, lines or other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be the sole discretion of the Telephone Company.

3.1.7 Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. The customer sole remedy for such damage shall be repair of such damage.

3.1.8 Call Features

The Telephone Company shall not be liable for any loss of damages arising out of error, interruptions, defects, failure or malfunctions of Call Features associated with Telephone Company's Services. Damages arising out of such interruptions, defects, failures or malfunctions of the services after the Telephone Company has been notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

3.1.9 900/976 and International Call Block

The Telephone Company blocks calls to 900/976 and international chat lines. International Call Blocking will be provided, upon customer request, at no charge. The Telephone Company will initiate International Call Blocking if:

1. Excessive use of international toll has surpassed the threshold set by the Telephone Company; and
2. The Customer's account is delinquent.

3.1.10 Preferred Carrier Freeze

At the request of an end user, the Telephone Company will provide a freeze on an end user's preferred local exchange, intraLATA and interLATA carrier. A preferred carrier freeze prevents a change in the end user's preferred carrier selection unless the end user gives the carrier from whom the freeze was requested their express consent. A Preferred Carrier Freeze is offered on a non-discriminatory basis to all end users, regardless of the carrier selection. This service is offered at no charge.

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The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company or its affiliates for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

The Telephone Company may also decline to provide service to a minor whose principal place of abode is the home of minor's parent, guardian, or other person legally charged with the minor's care and custody.

3.2.3 Directory Listing Service

The rates and regulations for directory listings in this tariff apply only to the alphabetical directory containing the regular alphabetical list of names of Customers. These regulations also apply to Yellow Page listings for business customers.

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The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.

The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

Listings shall conform to the incumbent telephone company's practices with respect to its directories.

Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Non-published or Non-listed Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.

The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Tariff.

One listing included with each subscriber's primary line service, termed the Primary Listing, is provided in accordance with the incumbent telephone company's directory practices.

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One Yellow Page listing included with each Business Customer's primary line service is provided in accordance with the incumbent telephone company's directory practices.

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Charter Fiberlink WA-CCVII, LLC

Effective Date: December 18, 2006

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At the request of the Customer, the primary listing may be omitted from the directory as a Non-Listed Telephone Number or from both the directory and the Directory Assistance Service records as a Non-Published Telephone Number. Non-Listed and Non-Published Services are furnished subject to the regulations and rates specified in this Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

3.2.4 Priority of Service

In case of a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.

3.2.5 Customer Premise Equipment (CPE)

Customer Premises Equipment ("CPE") is all terminal equipment normally used on the Customer's premises and owned by the Customer; owned by the Telephone Company or some other supplier and leased to the Customer; including the terminal equipment located or held in inventory on the Customer's premises.

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission.

3.2.6 Fees and Taxes Billed to Customer

When any municipality, other political subdivision or local agency of government, imposes upon the Telephone Company any license, occupation, or other similar charge or tax applicable to service by the Telephone Company to the Customer, or imposes a charge or tax based upon a percentage of gross receipts, net receipts, or revenues from sale of telephone service by the Telephone Company, the charges for local service to Customers within such municipality, other political subdivision or local agency of government, may be increased by an amount equal to each such Customer's proportionate part of any such charge or tax, and such amount shall be shown separately on the Customer's bill.

3.2.7 Application of Residential Rates

Residential rates apply in the following instances:

- A. In private residences where business listings are not provided. Individual residential apartment of a multiple dwelling building or complex, where technically feasible.
- B. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the Customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

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The Telephone Company may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as the Telephone Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

The Telephone Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Telephone Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. The Telephone Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Telephone Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When the Telephone Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

5.4 Liabilities of The Telephone Company

The Telephone Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does the Telephone Company's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur.

When the facilities of other carriers are used in establishing connections to points not reached by the Telephone Company's facilities, the Telephone Company is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless the Telephone Company from any third-party claims for such damages referred to in this Section.

In no event will the Telephone Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. The Telephone Company will not be liable for claims or damages resulting from or caused by:

- A. Customer's fault, negligence or failure to perform Customer's responsibilities;
- B. Claims against Customer by another party;
- C. Any act or omission of any other party; or
- D. Equipment or service furnished by a third party.

The Telephone Company does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold the Telephone Company harmless from any and all loss, damage or destruction of any property, whether owned by the

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Charter Fiberlink WA-CCVII, LLC

Effective Date: August 7, 2006

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Customer or others, cause or claimed to have been caused directly or indirectly by the installation, operations, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

The Telephone Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Telephone Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Telephone Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Telephone Company without written authorization. The Customer will indemnify and save harmless the Telephone Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

The Telephone Company and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application of service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures that may create a *force majeure* condition for the other party.

The Telephone Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-Provided Equipment that are transmitted or carried on the Telephone Company network.

Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Telephone Company facility that provides interconnection. The Telephone Company shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

The Telephone Company will not be responsible if any changes in its service cause hardware or software not provided by the Telephone Company to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.

Issued By: Carrie L. Cox, VP and Senior Counsel Telephone Legal and Regulatory Affairs
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Charter Fiberlink WA-CCVII, LLC

Effective Date: August 7, 2006

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The Telephone Company shall use reasonable efforts to make services available by the estimated service date. The Telephone Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Telephone Company is relying solely upon such LEC to meet such estimated due date which is beyond the Telephone Company's control.

With respect to the services, materials and equipment provided hereunder, the Telephone Company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

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Effective Date: August 7, 2006

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6.7.3. Other Services and Charges

<u>Name</u>	<u>Description</u>	<u>Monthly Recurring Charge</u>	
Additional Listing	Additional directory listing in white and yellow pages for additional telephone numbers on the same account. Limited to 1 listing per telephone number	\$ 5.00, per line, per month	
Busy Line Interrupt	Operator assisted interruption of a busy telephone line	\$ 20.00, per use	
Busy Line Verify	Operator assisted verification of a busy telephone line	\$ 20.00, per use	
Directory Assistance	Charges to obtain telephone numbers from operator	\$ 1.79, per use	
	Physically Impaired Customers	N/C	
Non-Listed Number*	Telephone number not listed in Directory but, available via 411 information	\$ 5.00, per number, per month	(I)
Non-Published Number	Telephone number not listed in directory or available for 411 Information	\$ 5.00, per number, per month	
Operator Services	Operator Assisted Calls in dialing a local number, 3 rd number, collect call	\$ 1.10 per use	
Seasonal Suspension	Allows a telephone account to Remain active while suspending Service for up to 3, 4, 5, or 6 consecutive months. Only 1 allowed per calendar year.	\$ 10.00 per line per month	

*As of November 1, 2008 the \$4.00 monthly rate will be unavailable to customers who don't currently subscribe to the service. Existing customers who currently subscribe to this service will be allowed to retain the \$4.00 rate until:

The customer submits a request to the Company to change existing service;
Non-pay disconnection of telephone service; or Customer is notified by the Telephone Company that the service has been discontinued.

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Issued By: Betty Sanders, Director - Regulatory Affairs
12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink WA-CCVII, LLC

Effective Date: November 1, 2008

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