

NORTHERN COLORADO COMMUNICATIONS, INC. COLORADO P.U.C TARIFF NO.1
414 Main, P. O. Box 206
Wiggins, CO 80654

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LOCAL EXCHANGE SERVICE

COLORADO PUC TARIFF NO. 1

OF

Northern Colorado Communications, Inc.

414 Main, P.O. Box 206

Wiggins, Colorado 80654

970-483-7300

www.wigginstel.com

LOCAL EXCHANGE

TELECOMMUNICATIONS SERVICES

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of local exchange telecommunications provided by Northern Colorado Communications, Inc. within the State of Colorado. This tariff is on file with the Colorado Public Utilities Commission.

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EXPLANATION OF SYMBOLS

- (C) To signify a change in text due to a changed regulation, term, or condition, which does not affect rates.
- (D) To signify discontinued service or deleted material.
- (I) To signify rate increase.
- (M) To signify matter moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.
- (N) To signify new material, including new products, rates, terms, or conditions.
- (R) To signify rate reduction.
- (T) To signify a change in text not related to changes in rates, charges, terms, or conditions.

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APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to the provision of Local Exchange Service as indicated on a Section by Section basis provided by Northern Colorado Communications, Inc. to end users residing within the exchange boundaries of Northern Colorado Communications, Inc. as indicated in Section 14 following.

The provision of Local Exchange Service by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishings of any service.

This Tariff will be maintained and made available for inspection by any customer at Company's principal business office at Northern Colorado Communications, Inc., 414 Main, Wiggins, CO 80654.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for services of Company are defined below.

Authorized User: A person, firm, corporation or other entity that either is authorized by the customer to use service or is placed in a position by the customer, either through acts or omissions, to use service.

Basic Local Exchange Service: The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within a local calling area as established by the Colorado Public Utilities Commission.

Business Service: Service is classified as business service and business rates apply which any of the following conditions exist:

- A. When service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities; or
- B. When the directory listing is to be a business listing.

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

Carrier: A company authorized by the Colorado Public Utilities Commission to provide telecommunications services.

Channel: A communications path between two or more points of termination.

Collect Call: A billing arrangement where a call is billed to the called station.

Commission: The Colorado Public Utilities Commission.

Company: Northern Colorado Communications, Inc..

Construction Charge: A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange tariff.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Contiguous Property: Physical property, including any buildings there-on, used in the conduct of one establishment or business, throughout which there is general access without the necessity of crossing land used publicly or privately by others.

Customer: The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises: A location(s) designated by the customer for the purposes of connecting to Company's services.

Customer Premises Equipment(CPE): Equipment located at the customer's Premises for use with Company's services.

Customer Trouble Report: An oral or written report from a customer or user of telecommunications service relating to a service affecting defect condition which prevents a user from placing or receiving communications of satisfactory quality. One report shall be counted for each report received, even though it may duplicate a previous report or merely constitute an inquiry as to the disposition of a previous report.

Directory Listing: A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

Disconnect or Disconnection: The cessation of a customer's service by the Company pursuant to the provisions of applicable Commission rules.

Exchange: A geographic area established by the Company for the administration of telecommunication service. The area usually embraces a city, town, or village and its environs. It consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications service in that area.

Exchange Service: The furnishing of facilities for telecommunication within the exchange area, in accordance with the regulations and charges specified in the Company's Tariffs. Exchange facilities are used to establish and maintain connections between an exchange station and the other telephone plant and facilities in connection with long distance calls or extended area service calls.

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Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent act of a third party, or other labor difficulties.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Friday after Thanksgiving and Christmas.

Individual Line: A single circuit furnished by the Company, for the connection of one access line or for one line of a key telephone system.

Installation Charge: A nonrecurring charge or combination of charges made at the time of installation of telecommunications service or equipment which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

LATA: Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier: A company that furnishes local exchange telecommunications service.

Local Service: Telephone exchange service within a local calling area.

Maintenance of Service Charge: A charge applied when the use of customer-provided equipment or facilities causes impairment to the Company's service or facilities, and results in the dispatch of a Company repairman to confirm that the Company's equipment is operating properly and the problem is caused by the customer provided equipment.

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Move Charge: The nonrecurring charge a customer is required to pay when, at his request, service is continued under the same or superseding contract at a different location.

Network Access Point: A connector, outlet, or wiring termination on a customer's premises which affords grounding and network protection while allowing connection to the services of the Company.

Nonrecurring Charge: A one-time charge associated with certain installations, charges or transfers of services either in lieu of or in addition to recurring monthly charges.

Point of Demarcation: The location on a customer's premises where the Company's facilities connect with customer owned station wiring and/or equipment, normally consisting of a Company furnished connecting device (customer interface) either housed in or immediately adjacent to, and on the customer's side of the station protective device.

Premises: A building or buildings or contiguous property, not separated by a public highway or right-of-way.

Private Line: A circuit provided to furnish communication between two or more telephones and/or other terminal equipment directly connected to it and not having access and/or connection to either local or toll switching apparatus.

Residential Service: A service which does not meet the definition of a business service and conforms to the following criteria:

- A. The use of the service is primarily and substantially of a social or domestic nature; and
- B. The service is located in a residence, or in the case of a combined business and residential Premises, the service is located in the residential section of the Premises.

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Same Building: Any single building, except that when a building has only one story above ground and is divided into units, without access between the units, each unit is considered a building. Abutting buildings, or sections of a structure divided above the basement by walls, are classed as the same building only when openings such as doorways through the walls above the basement are in general use, and afford ready access at all times, between the abutting buildings or the sections. When the openings through the dividing walls are accessible to one customer only, the abutting buildings or sections are classed as the same building for that customer only.

Services: The intrastate telecommunications services that Company offers pursuant to this Tariff.

Tariff: The rates, charges, and rules and regulations adopted and filed by the Company with the Public Utilities Commission.

Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Termination Charge: A charge that applies, under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

Third Number Billed Call: A call made from outside of the customer's Premises and billed by the operator to the customer's number.

Toll Message: A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

Toll Service: The telephone service between exchanges or locations for which a toll rate is charged.

Trunk Hunting Service: Two or more central office lines or trunks arranged so that a call for the first line or trunk is completed to a succeeding line in the group when the first line is in use.

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Trunk: A telephone circuit between two central office units or between a private branch exchange and the Company Central Office.

White pages Directory Listing: A directory listing found in the local White Pages telephone directory.

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SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF COMPANY

- 2.1.1 Company undertakes to provide services subject to the terms and conditions of this Tariff.
- 2.1.2 Company's services are furnished for telecommunications originating and/or terminating within the Company's authorized service areas in the State of Colorado.
- 2.1.3 Company offers services to customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4 Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.1.5 Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6 Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this tariff.

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2.2 CUSTOMER'S USE OF SERVICE

- 2.2.1 Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 Equipment the Company provides or installs at the customer's Premises for use in connections with the services the Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3 The services the Company offers may not be used for any unlawful purpose or for any use as to which the customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by customer with respect thereto.
- 2.2.4 Service may not be used in any purpose for which the customer receives any payment or other compensation, except when the customer is a duly authorized and regulated Common Carrier. This provision does not prohibit an arrangement between the customer or Authorized User to share the cost of service.
- 2.2.5 Service may not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, otherwise impairs the quality of service to other customers, or impairs the privacy of any communications over any service provided by Company. Company may require a customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6 Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.
- 2.2.7 The use of the Company's services either without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2 CUSTOMER'S USE OF SERVICE, Continued

- 2.2.8 The customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.
- 2.2.9 Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

2.3 APPLICATION FOR SERVICE

- 2.3.1 Applications for service must be made on the Company's standard form of application. These applications become contracts when accepted in writing by the Company, or upon the establishment of service. Applicants for service may be required to pay in advance, at the time application is made, all charges accruing for the first billing period for exchange service and any access order charges, if applicable.
- 2.3.2 Company reserves the right to refuse an application for service made by a present or former customer who is indebted to Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of service is precluded.
- 2.3.3 Request for service under this Tariff will authorize the Company to conduct a credit search on the customer. Company may require a deposit for service on the basis of the customer's credit history.
- 2.3.4 Company's offerings are not available for resale or for shared use.
- 2.3.5 A move from one location to another, within the same Exchange Area, is not considered to terminate the contract and orders for such a move may be made verbally.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4 DEPOSITS

- 2.4.1 Company may require a deposit from an applicant for new service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- 2.4.2 Company may require a deposit from an existing customer as a condition to the further provision of service if, according to Company's assessment, the customer has become a credit risk.
- 2.4.3 Company will calculate the maximum deposit required from an applicant for service or an existing customer which will be charges for 90 days basic local exchange service and any associated taxes and surcharges.
- 2.4.4 Customer's may satisfy deposit requirements as follows:
 - A. In cash,
 - B. By an acceptable bank letter of credit,
 - C. Through an acceptable third-party guarantee
 - D. Other forms of security acceptable to Company.
- 2.4.5 The Company will not collect a service deposit in order to initiate Lifeline service, if the qualifying low-income consumer voluntarily elects toll blocking from the Company, where available.

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2.4 DEPOSITS, Continued

- 2.4.6. Deposits will be refunded to customers, along with accrued interest, when one (1) of the following is met:
- A. Service has been terminated or discontinued; or
 - B. The customer has established acceptable credit as outlined as specified elsewhere in this Tariff; or
 - C. A customer is not currently delinquent and has made timely payment of bills for a period of six (6) consecutive months. Timely payment means that no more than two (2) bills during the previous six (6) months were paid beyond the due date.
 - D. Service has not been suspended for non-payment within the previous six (6) months.
- 2.4.7 The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills upon presentation; nor constitute a waiver or modification of the regular practices of the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills without regard to the fact that such customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee, in writing, of such bills.
- 2.4.8 When service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded.
- 2.4.9 Interest rates applied to customer deposits held by the Company are presubscribed by the Commission. The current interest rate for 2012 is 0.34%.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.5 CREDIT

- 2.5.1 Company , in order to ensure payment of its charges for service or for loss of or damage to Company property, may require applicants and customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of service for failure to pay bills due for service furnished.
- 2.5.2 Company may require any applicant or customer to establish and maintain credit in one of the following ways:
- A Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or customer's credit standing;
 - B Providing a suitable guarantee in writing, in a form presubscribed by Company; or
 - C Paying a cash deposit. Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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2.5 CREDIT Continued

2.5.3 Company will not require an applicant for new service to pay a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

- A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
- B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
- C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
- D. The applicant provides accurate credit information as appropriate.

2.5.4 To safeguard its interests, Company may require a customer to make an advance payment before services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the customer (if any). The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.5 Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.

2.5.6 If an applicant for service is unable to provide satisfactory credit information, Company may refuse to provide service unless the applicant furnishes a deposit.

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2.6 PROVISION AND MAINTENANCE OF SERVICE

- 2.6.1 Company will use reasonable efforts to make service available to customers on or before a particular date, subject to the provisions and compliance by the customer within the provisions of this Tariff. The lack of facilities may preclude or delay provision of service in a particular location or to a particular customer.
- 2.6.2 Pursuant to Commission rules, in the event the company misses a service call, i.e., an appointment for a premises visit associated with installation of new service by more than four hours, the Company will make a credit to the monthly bill of the customer in the amount of on-third the Tariff rate for installation that was to be charged. This credit will also apply when the Company misses scheduled installation work to be done in the central office.
- 2.6.3 At the request of the customer, installation or maintenance may be performed outside of 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 by Company will apply. If installation or maintenance is started during regular business hours, but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and /or night hours, additional charges may apply.
- 2.6.4 Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of service. Company may substitute, change or rearrange any equipment or Facility at any time and from time to time, but will not thereby alter the technical parameters of the service provided to the customer.

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2.6 PROVISION AND MAINTENANCE OF SERVICE, Continued

- 2.6.5 Company will use reasonable efforts to maintain the service that it furnishes to the customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the customer with reasonable notice of service-affecting activities that may occur in the normal operation of Company business.
- 2.6.6 Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the customer's or Company's facilities or equipment. If the protective requirements of customer provided equipment are not being complied with, Company may take such action as it deems necessary to protect its services, equipment and personnel. Company will notify the customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the customer must take such action. If the customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of service to protect its services, equipment and personnel from harm.
- 2.6.7 Service will continue to be provided until cancelled by the customer or disconnected by the Company to this Tariff and the Commission's rules.

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2.7 MINIMUM SERVICE PERIOD

- 2.7.1 The minimum service period is one month (30 days). The customer must pay the regular tariffed rate for service for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer must pay the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same Premises, or to a different Premise entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum service period obligation.
- 2.7.2 If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.
- 2.7.3 If service is transferred to a new customer at the same Premises during the first month of service, the new customer assumes responsibility to meet the remainder of the minimum service period requirements. For Services not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period obligation in accordance with the terms under which the service was originally furnished.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.8 CUSTOMER RESPONSIBILITIES

- 2.8.1 The customer is responsible for the payment of all charges for service furnished to the customer's account, even if such charges are unauthorized, and for all additional charges for calls the customer elects to continue making.
- 2.8.2 The customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.3 Customer is responsible for the payment of any bills for services and for the resolution any disputes or discrepancies with company. Company has no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in service herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.8.4 The customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the customer or any Authorized User of the customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- 2.8.5 The customer is responsible for the payment of (a) service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the customer or Authorized User when the service difficulty or trouble report results from the use of services equipment by the customer or Authorized User.
- 2.8.6 Customer will, at customer's expense, provide reasonable space, power, and level of heating and air conditioning and otherwise maintain the proper environment to operate Company's service at customer's or Authorized User's premises.
- 2.8.7 The customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.

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2.8 CUSTOMER RESPONSIBILITIES, Continued

- 2.8.8 A Customer or Authorized User may not represent in any way that the relationship between customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of customer or Authorized Users.
- 2.8.9 The customer is responsible 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 Company's network without the authorization of the customer.

2.9 PAYMENTS AND BILLING

- 2.9.1 The Company's bill format and content will comply with the provisions of Commission Rule 2304.
- 2.9.2 Service is provided and recurring service charges billed on a monthly (30 day) basis in advance. The billing date is dependent on the billing cycle assigned to the customer.
- 2.9.3 Recurring charges are billed monthly in advance. Non-recurring charges and charges based on actual usage are billed monthly in arrears.

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2.9 PAYMENTS AND BILLING, Continued

- 2.9.4 All bills for local, toll, or miscellaneous services are due when rendered, and are payable at the office of the Company. The payment due date is fifteen (15) days after the bill date. Bills become delinquent thirty (30) days after the bill date.
- 2.9.5 Checks presented in payment for services and subsequently returned to Company by the customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of \$20.00 per customer, per check.
- 2.9.6 A customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U. S. currency, or money orders.
- 2.9.7 Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a customer's account, and Company will not be required to issue additional notice prior to discontinuance.
- 2.9.8 Disputes
- A Billing disputes should be addressed to Company's customer service organization via the Company's telephone number, 970-483-7300 or 611 from your home phone or by writing the Company at P. O. Box 206, Wiggins, CO 80654. Customer service representatives are available Monday through Friday, from 8:00 a.m. to 5:00 p.m.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.9 PAYMENTS AND BILLING, Continued

2.9.8 Disputes – Continued

- B In case of a billing dispute between customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, customer may enter the following arrangement:
- B.1 First, customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
 - B.2 The customer pays the undisputed portion of the bill on time or the service will be subject to disconnection if Company has notified customer by written notice of such delinquency and impending termination.
 - B.3 Company will not disconnect customer's service for nonpayment as long as customer complies with this arrangement.
 - B.4 If there is still disagreement over the disputed amount after the investigation and review by a manager of the company, the customer may appeal to the Commission for its investigation and decision.
 - B.5 The address and telephone number of the Commission are:

Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202
Telephone: 303-894-2070
Toll Free in Colorado Only: 800-456-0858
Facsimile: 303-894-2065

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2.9 PAYMENTS AND BILLING, Continued

- 2.9.9 Dial tone will not be disconnected from 12 noon on any day the business office of the company will not be open the following day until 8 a.m. the next day the business office is open for a full business day.
- 2.9.10 The customer must contact the company prior to the discontinuance of service that was noticed on a least 15 days written notice to the customer, due to nonpayment, to make payment arrangements for the outstanding balance. The arrangements must be agreeable to the Company. Any arrangement agreed upon must be kept or service may be disconnected without further notice.

2.10 TAXES

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees and surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes must be separately stated on the applicable invoice.

2.11 ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.11.1 For the purpose of applying this provision, the word "interruption" means the inability to access service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.

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2.11 ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued

- 2.11.2 Credit allowances will not be given in accordance to this Section 2.11 for interruptions of service which are due to Company's testing or adjusting, to the negligence of the customer, or to the failure of Channels, equipment and/or communications equipment provided by the customer and another Carrier, natural disasters affecting large numbers of customers or the inability of the Company or its agents to gain access to the customer's premises when required. Interruptions of service are subject to the general limitation of liability provisions set for in Section 2.15 herein.
- 2.11.3 Credits will be made under Section 2.15 for service interruptions of more than eight (8) hours during a continuous twenty-four (24) hour period after being reported by the customer or found to out of order by the Company, whichever occurs first. The adjustment will be a credit on the monthly bill proportional to the duration of the service interruption, with each occurrence of the loss of service for 8 hours during the 24 hours time period counting as one day. For purposes of computing a credit every month is considered to have 30 days.

2.12 CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

- 2.12.1 Customers may cancel service by providing written or oral notice to Company at any time. The notice must specify the date on which service is to be discontinued.
- 2.12.2 The customer remains responsible for all service charges until the day and time on which the customer requested the service to be disconnected.
- 2.12.3 In the case of service for which the initial billing period is one month, the charges due are for the balance of the initial month.

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2.13 DENIAL OR DISCONTINUANCE OF SERVICE

2.13.1 Disconnection Without Notice

The Company will not deny or discontinue service to a customer without prior written notice except for the following reasons:

- A If a safety condition that is immediately dangerous or hazardous to life, physical safety, or property exists;
- B Upon order by an appropriate court, the Commission, or any other duly authorized public authority; or
- C If service, having already been properly discontinued, has been restored by someone not authorized by the company and the original cause for discontinuance has not been cured.
- D Violation of any Commission rule or effective Tariff that may adversely affect the safety of any person or the integrity of the provider's service.
- E Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the provider's service.
- F Failure of the customer to permit the provider reasonable access to its facilities or equipment.

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2.13 DENIAL OR DISCONTINUANCE OF SERVICE Continued

2.13.1 Disconnection Without Notice (Continued)

- G The customer obtained service by subterfuge. Subterfuge includes, without limitation:
- (1) Obtaining service in another person's name with the intent to avoid outstanding charges; or
 - (2) Applying for new service at a location:
 - (a) where a person has outstanding charges for jurisdictional service including outstanding charges for any associated taxes and surcharges; and where such person continues to reside.

2.13.2 Disconnection With Notice

The Company may temporarily suspend or permanently discontinue service and may sever the connection and remove any of its equipment from the customer's premises after at least 15 days written notice only for one of the following reasons:

- A Non-payment of any past due bill for basic local exchange service and any associated taxes and surcharges. Solely for the purposes of this paragraph, a bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date (including weekends and holidays).
- B If the Company determines service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

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2.13 DENIAL OR DISCONTINUANCE OF SERVICE Continued

2.13.3 Notice requirements.

- A The customer will be notified of the intention of the Company to discontinue basic local exchange service and will be allowed no fewer than 15 days from the date the notice was issued in which to respond to the Company. The notice will clearly state the amount that is past due and the date by which an installment payment arrangement must be entered into or payment must be received to prevent interruption of service. It will also state that disconnection of basic local exchange service cannot occur for nonpayment of other charges, such as for optional services, wireless service or other companies' services if the customer has chosen electronic billing, the notice of disconnection may be provided electronically.

2.13.4 Restrictions on Denial or Discontinuation of Service – Disposition of Payments

- A Basic local exchange service will not be denied or discontinued for delinquency or nonpayment of charges for service unless the customer has been issued a bill for the charges consistent with the billing requirements of the Commission's rules.
- B The Company will not deny or discontinue basic local exchange service for delinquency in payment for service rendered to a previous occupant of the premises to be served, for unpaid charges for services or facilities not ordered by the applicant or customer, or for any other indebtedness, except as incurred for basic local exchange service and any associated taxes and surcharges.

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2.13 DENIAL OR DISCONTINUANCE OF SERVICE Continued

2.13.4 Restrictions on Denial or Discontinuation of Service – Disposition of Payments (Continued)

- C The Company may not use its purchase of a customer's indebtedness, i.e., the accounts receivable, from another provider to deny or discontinue providing its jurisdictional services to that customer.
- D Unless requested by the customer, the Company will disconnect dial tone only during the normal business hours of the Company's business or customer service offices. There will be no disconnection of dial tone when the business or customer service offices of the Company is not open or after noon the day before the business or customer service offices will not be open.

2.13.5 Payment Arrangements

If a customer pays or is willing to pay all current charges, which are defined for the purpose of this subparagraph as that portion of the amount owed by the customer for basic local exchange service and any associated taxes and surcharge that are not past due, the Company will not discontinue service for non-payment of a past due amount for these services when the customer has entered into a payment arrangement with the Company. If the payment arrangement is not satisfied, the service may be disconnected for non-payment without further notice.

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2.13 DENIAL OR DISCONTINUANCE OF SERVICE Continued

2.13.6 Medical Emergencies.

- A The Company will postpone discontinuance of basic local exchange service to a residential customer for 60 days from the date of a medical certificate issued by a Colorado-licensed physician or health care practitioner acting under a physician's authority which evidences that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident of the customer's household.
- B The customer may receive a single thirty-day extension by providing a second medical certification prior to the expiration of the original 60-day period. A customer may invoke this rule only once in any twelve consecutive months. A customer that has already entered into a payment arrangement, but has broken the arrangement prior to seeking a medical certification, must pay all amounts that were due up to the date of the certificate, and resume the payment arrangement.
- C A customer will be limited to one 90-day postponement or discontinuance of service 12-month period.
- D The certificate of medical emergency will be in writing, sent to the Company from the office of a licensed physician, and show clearly the name of the customer or individual whose illness is at issue, the name, Colorado medical identification number, phone number, and signature of the physician or health care practitioner acting under a physician's authority certifying the medical emergency. Such certification will be incontestable by the Company as to the medical judgment, although the Company may use reasonable means to verify the authenticity of such certification.

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2.14 RESTORATION OF SERVICE

- 2.14.1 When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.
- 2.14.2 A customer whose service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before service is restored.
- 2.14.3 Whenever service has been discontinued for fraudulent or other unlawful use, Company may, before restoring service, require the customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.4 Any customer whose service has been temporarily disconnected will be required to pay service Restoral Charges, as set forth in Section 4 of this Tariff. Any service already disconnected must be restored without any additional charge if it was not properly disconnected or restored as provided herein.

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2.15 LIMITATION OF LIABILITY

- 2.15.1 Company will not be liable to the customer or Authorized User for, and the customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
 - B Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided services and equipment with any facilities, services functions, or products provided by the customer or Authorized User or (2) use of services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the customer or Authorized User at its expense, will obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - C A breach in the privacy or security of communications transmitted over Company's facilities; or
 - D Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
 - E Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by customer-provided equipment or Premises wire; or

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2.15 LIMITATION OF LIABILITY, Continued

2.15.1 Continued

- F The disconnection of service for failure to pay the charges billed to customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of service complied with the applicable rules and regulations; or
- G Violations of the obligations of the customer under this Tariff; or
- H Defacement of or damage to customer Premises, facilities or equipment resulting from the furnishing of service or equipment on such premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I Any loss, destruction or damage to property of the customer, the customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, customer, Authorized User or their employees, agents representative or invitees; or
- J Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- K Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- L Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

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2.15 LIMITATION OF LIABILITY, Continued

2.15.1 Continued

- M Any act, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
 - M.1 Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the service Company offers. This included the provision of a signaling system or other database by another company; or
 - M.2 The customer, or any third party acting as its agent, in connection with Company-provided or customer-provided facilities or equipment, including, but not limited, the customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the customer to Company's network; or
 - M.3 A third party.
- N Any failures, errors, malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- O Any unauthorized use of the service provided to customer.

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2.15 LIMITATION OF LIABILITY, Continued

- 2.15.2 The liability of Company for damages arising out of the furnishing of, or failing to furnish, its services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the customer and sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.
- 2.15.3 The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.
- 2.15.4 The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the customer for the specific services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the service is rendered.
- 2.15.5 The liability of Company for errors in billing that result in overpayment by the customer will 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.

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2.15 LIMITATION OF LIABILITY, Continued

2.15.6 With respect to Emergency Number 911 Service:

- A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. 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, or 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.
- B Neither is 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 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 Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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2.15 LIMITATION OF LIABILITY, Continued

2.15.7 With respect to Directory Listing Service:

- A Incoming calls to Non-Published service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies as set forth in D below
- B No liability for damages arising from publishing the telephone number of Non-Published service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Non-Published service.
- C The customer indemnifies and saves the company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose an Non-Published telephone number upon request or by the publication of the number of a Non-Published service in the telephone directory or disclosing of such number to any person.
- D 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.

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2.15 LIMITATION OF LIABILITY, Continued

2.15.7 With respect to Directory Listing Service: (Continued)

E The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Listed service.

2.15.8 Company will not be liable for any refusals or failures to provide or delays in commencing service to any customer pursuant to Section 2.6.1 or for any failure to provide or maintain service at any particular performance level.

2.15.9 Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds 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 entity 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. Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.16 NOTICES

Any notices Company may give to a customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U. S. Postal service, postage prepaid, addressed to the customer's billing address. Any notice the customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U. S. Postal Service, postage prepaid, addressed to Company at the Company's address provided in the most recently revised tariff pages.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.17 CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

- 2.17.1 Customer-provided equipment on the Premises of customer or Authorized User, the operating personnel there, and electric power consumed by such equipment must be provided by and maintained at the expense of the customer or Authorized User. Conformance of customer-provided equipment with Part 68 of the FCC Rules is the responsibility of customer.
- 2.17.2 Customer or Authorized User must ensure that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by company at customer's expense.
- 2.17.3 Company will not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of company will be limited to the furnishing of service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
 - A the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B the reception of signals by customer-provided equipment; or
 - C network control signaling when performed by customer-provided network control signaling equipment.

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2.17 CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Continued

- 2.17.4 The customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's service and the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the customer. If the customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the customer's expense.
- 2.17.5 Interconnection between the facilities or services of other Carriers is governed by the applicable terms and conditions of the other Carriers' tariffs.
- 2.17.6 Service furnished by Company may be interconnected with services or facilities of other authorized Carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating Carriers must be provided at the customer's expense.

2.18 PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

- 2.18.1 Except as provided by law, Federal Communications Commission or Commission regulations, the customer has no property right in any telephone number or any right to continuance of service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 APPLICATION OF RATES

3.1.1 The following sections set forth the rules and regulations governing the application of rates for Company services, including the following general rate categories:

- A Nonrecurring Charges for installation of facilities and services; and
- B Monthly Rates for availability and use of facilities and services.

3.1.2 Service Areas

- A Local exchange boundaries and local calling areas are the same as those contained in Section 5.1 of the Qwest Corporation Exchange and Network Service Tariff Colo. P.U.C. No. 23 Weldona's Calling Service.
- B Company's description of service area in no way compels Company to provide any service in an area where facilities or other extenuating factors limit Company's ability to provide service.

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LOCAL ACCESS SERVICE

SECTION 3 – DESCRIPTION OF SERVICE Continued

3.1 APPLICATION OF RATES Continued

3.1.3 Non-Recurring Charges

- A. The nonrecurring charge associated with the provision of service applies to install the line.
- B. Non-recurring Charges are incurred by customer-initiated requests only, and are in addition to all other scheduled rates and charges.
- C. The Non-recurring charges specified herein reflect service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the customer.
- D. Customer requests for expedited services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Non-recurring Charges as noted in Section 4.1.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Non-recurring Charges, along with any additional costs that may be involved.

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LOCAL ACCESS SERVICE

SECTION 3 – DESCRIPTION OF SERVICE Continued

3.2 LOCAL EXCHANGE SERVICES

3.2.1 General

- A. Company provides Basic Local Exchange Service and ancillary services to residential and business customers.
- B. Local Exchange services provide a customer connection to Company's network, enabling the customer, among other things, to:
 - B.1 Originate outgoing calls;
 - B.2 Receive incoming calls
 - B.3 Access Company's services as set forth in this and other Company tariffs;
 - B.4 Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's network;
 - B.5 Access Company's business office for service-related assistance;
 - B.6 Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
 - B.7 Access Operator-Assisted Calling services; and
 - B.8 Access 911 or E911 services, where available, operator services, directory assistance and telecommunications relay service;
 - B.9 Access Operator-Assisted Calling services; and
 - B.10 Access Directory Assistance

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LOCAL ACCESS SERVICE

SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2 LOCAL EXCHANGE SERVICES, Continued

3.2.2 Local Exchange Services may be made unavailable to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.) at the customer's request. Calls to those numbers and other numbers used for caller-paid information services may be blocked by Company's facilities for unpaid customer charges for these services.

3.2.3 Local Exchange customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

3.3 DIRECTORIES

3.3.1 Distribution

The Company will furnish to its customers, without charge, one directory per access line. Additional copies of the directory will be available and, at the discretion of the Company, may be furnished with or without charge.

3.3.2 Directory errors and omissions

- A. Liability for errors in or omissions of additional listings, alternate listings, extra line listings, etc. for which a charge is made shall be limited to the monthly rate charged for such erroneous or omitted listings for the period during which such charge was billed.
- B. The Company shall not be liable for damages from errors in or omissions of directory listings for which no charge is made.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.4 NON-PUBLISHED SERVICES

- 3.4.1 At the request of customer, the customer's name, address and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

3.5 CUSTOM CALLING SERVICES

- 3.5.1 General Description - Custom Calling Services are provided in conjunction with Local Exchange Access Service to residential and business end users with less than five (5) access lines.
- A. Trunk Hunting Service
Two or more central office lines or trunks arranged so that a call for the first line or trunk is completed to a succeeding line in the group when the first line is in use.
 - B. Call Waiting
Call waiting is an arrangement whereby Customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is flashing the switch hook is able to have alternate conversations between parties.
 - C. Call Forwarding
Call forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by signaling a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded to stations outside the local exchange are subject to long distance charges.
 - D. Three-Way Calling
Three-way calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. Conference calls made with this service are subject to transmission limitations.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5 CUSTOM CALLING SERVICES, Continued

3.5.1 Continued

- E. Customer Intercom
Customer intercom permits a customer to call another station on the same access line or Telephone number. A calling party dials his/her own seven digit telephone number and returns the handset to the telephone cradle. After a short interval, the telephones of both the calling station and the called station will ring.
- F. Anonymous Call Rejection
Allow a customer to reject all calls from parties who have blocked delivery of their number.
- G. Automatic Callback
Allows a customer encountering a busy signal to automatically redial the called number for a limited period of time.
- H. Automatic Recall
Allows a customer to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the calling party's number is blocked by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time.
- I. Calling Forwarding, Remote Access
Allows customers to activate or deactivate the Call Forwarding option on their line from a remote telephone. Calls forwarded by this feature may be subject to long distance message charges. This feature can only be used in conjunction with Call Forwarding.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5 CUSTOM CALLING SERVICES, Continued

3.5.1 Continued

- J. Caller Identification (Caller ID) – Name and Number
Allows for the automatic delivery of a calling party's name and telephone number (including non-published numbers if unblocked) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on Customer Provided Equipment. The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.
- K. Caller Identification (Caller ID) – Number
Allows for the automatic delivery of a calling party's telephone number (including non-published telephone numbers if unblocked) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on Customer Provided Equipment.
- L. Caller Identification (Caller ID) – with Call Waiting
An arrangement whereby an end user who is using their exchange access line and is alerted by a tone signal that another caller is trying to reach that line will be able to get delivery of the second caller's number or name and number. The end user can then determine if they desire to transfer to the second call.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5 CUSTOM CALLING SERVICES, Continued

3.5.1 Continued

- M. Caller Identification Blocking – per call
Enables a customer the disclosure of his/her name and/or telephone number to subscriber of Caller Identification by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code (*67) before each call to change the indicator from public to private. “Public Status” allows delivery of the name and/or telephone number. “Private Status” prevents delivery of the name and/or telephone number. Customer Originated Traces and 911 Services are not affected by Caller Identification Blocking. Per Call Blocking is provided at no charge.
- N. Caller Identification Blocking – per line
Provides a permanent private indicator on a customer’s line. Once blocking is established on the customer’s line, the customer can temporarily deactivate the private status for one call at a time. A customer must dial a code (*82) before each call to change the indicator from private to public.
- If line is equipped with per line blocking, the name and number of that line will not be delivered to any subscriber of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with per line blocking who need assistance. Also any person who has Caller ID may choose not to answer calls with private status. Customer originated Traces and 911 Services are not affected by Caller Identification Blocking.
- O. Cancel Call Waiting
Allows the customer to disengage the Call Waiting feature on a per-call basis. Incoming calls receive busy treatment. This feature ensures that Call Waiting indication tones will not interrupt important calls or disrupt data transmission.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5 CUSTOM CALLING SERVICES, Continued

3.5.1 Continued

P. Customer Originated Trace

Allows the customer to activate a trace of the last incoming call by dialing a code (*57). The customer is notified by a prerecorded voice that the customer must call the Company to take administrative action or the Sheriff or Police department to take legal action

Q. Hot Line

When a telephone goes off-hook on a Hot Line, the call is automatically routed to a specified terminating number, either within the office or by way of an outgoing trunk, to another office.

Calls will not be routed to 911 or other law enforcement agencies.

R. Selective Call Forwarding

Allows the subscriber to designate the incoming call Directory numbers that are to be denied termination. Rejected calls are given a prerecorded call rejection announcement and are terminated. The subscriber can either enter a Directory Number directly into the list of Selective Call Rejection Directory Numbers or direct the switch to add the Directory Number from the last incoming call to the list. Thirty-two Directory Numbers can be stored in the Selective Call Rejection list.

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3.5 CUSTOM CALLING SERVICES, Continued

3.5.1 Continued

- S. Selective Call Rejection
Allows the subscriber to designate the incoming call Directory Numbers that are to be denied termination. Rejected calls are given a prerecorded call rejection announcement and are terminated. The subscriber can either enter a Directory Number directly into the list of Selective Call Rejection Directory Numbers or direct the switch to add the Directory Number from the last incoming call to the list. Thirty-two Directory Numbers can be stored in the Selective Call Rejection list.
- T. Select Call Acceptance
Enables the subscriber to have incoming calls screened against a specified list of Directory Numbers. Only calls from stations with Directory Numbers found in the list are allowed to terminate on the subscriber's line. The rejected calls are given a prerecorded call rejection announcement and are terminated. Thirty-two Directory Numbers can be stored in the Selective Call Acceptance list.
- U. Selective Distinctive Ringing/Call Waiting
Enables the subscriber to designate up to thirty-two directory numbers from which incoming calls are to be identified by distinctive ringing or, if the subscriber also has the Call Waiting feature, by a distinctive call-waiting tone.
- V. Teen Service
Allows a station to have two directory numbers on the same single-party line so that a subscriber can receive calls dialed to separate numbers without installing a second line. The second number will have distinctive ringing and tone if the line has call waiting.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5 CUSTOM CALLING SERVICES, Continued

3.5.1 Continued

W. Warm Line

Allows the subscriber 30 seconds to dial a number before a pre-designated number is automatically dialed. The customer may use the telephone normally, or call a pre-designated number simply by staying off-hook. The pre-designated number will not be 911 or other law enforcement agencies.

3.5.2 Conditions of Service

A. Customer calling services are associated with individual access line residence and business service only. Public and semi-public service access lines are excluded.

A.1 Custom calling services require special facilities and will be provided only where such facilities are available.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.6 CUSTOM CALLING FEATURES PACKAGES

Customers may subscribe to a package of custom calling features, consisting of all of the above features, for a monthly rate.

3.7 TOLL RESTRICTION

3.7.1 Description

Toll Restriction provides for exchange access lines or trunks to be restricted from dialing sent paid toll calls. Local directory assistance and toll free calls are allowed. Attempted violation of the restrictions, are routed to an announcement.

3.7.2 Terms and Conditions

- A. This service is offered, subject to the availability of existing CO facilities, to individual line residence, individual line business and dial switching type customers.
- B. Provision of Toll Restriction does not alleviate customer responsibility for completed toll calls
- C. Toll Restriction may include Billed Number Screening

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3.8 N-1-1 ABBREVIATED DIALING CODES

3.8.1 Description

- A. Abbreviated dialing codes enable caller to connect to a location in the phone network that otherwise would be accessible only via a seven or ten digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.
- B. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

211 – Community Information and Referral Services

311 – Non-emergency Police and Governmental Services

511 – Traffic and Transportation Information

711 – Telecommunications Relay Service

811 – Advanced Notice of Excavating Activities

911 – Emergency Services

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3.8 N-1-1 ABBREVIATED DIALING CODES

3.8.2 Terms and Conditions

- A. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)
- B. Access to these abbreviated dialing codes is not available through the following dialing arrangements:
 - 1+
 - 0+, 0-(credit card, third-party billing, collect calls)
 - 101XXXX
 - In addition, operator assisted calls will not be completed.
- C. The Company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

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SECTION 4 – RATES AND CHARGES

4.1 NONRECURRING CHARGES

- 4.1.1 Installation Charges – the following local exchange Order Charges apply to all classes of service.
- | | | |
|----|--------------------------------|---------|
| A. | Initial Order Processing | \$20.00 |
| B. | Subsequent Order Processing | \$5.00 |
| C. | Central Office Line Connection | \$20.00 |
| D. | Premise Visit | \$40.00 |
- 4.1.2 Maintenance of Service Charge
- | | | |
|----|--|---------|
| A. | Maintenance of Service Charge | \$40.00 |
| B. | Labor Rate per hour during normal business hours | \$60.00 |
| C. | Labor Rate per hour nights and weekends | \$90.00 |
- 4.1.3 Returned Check Charge, Per Occurrence \$20.00
- 4.1.4 Restoral/Reconnect Charge, Per Occurrence \$25.00

4.2 BASIC SERVICE RATES

- 4.2.1 Monthly Rates
- | | | |
|----|--------------------------|---------|
| A. | Residence – 1 Party Line | \$17.00 |
| B. | Business – 1 Party Line | \$23.84 |

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SECTION 4 – RATES AND CHARGES Continued

4.3 CUSTOM CALLING FEATURES

- A. Conditions of Service
- B. Customer custom calling features are associated with individual access line residence and business service only. Public and semi-public service access lines are excluded.
- C. Custom calling features require special facilities and will be provided only where such facilities are available.
- D. Rates Per Month (Residential and Business)

<u>Custom Calling Feature</u>	<u>Rate Per Line</u>
Call Waiting	\$1.00
Call Forwarding	1.00
Three-Way Calling	1.00
Package 2 (any two of the above)	1.75
Package 3 (any three of the above)	2.50
Package 4 (any four of the above)	3.25
Trunk Hunting	1.00
Customer Intercom	2.00

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4.3 CUSTOM CALLING FEATURES Continued

D. Rates Per Month (Residential and Business) Continued

<u>Usage Rate</u>	<u>Flat Rate/Maximum</u>	
Anonymous Call Rejection		2.00
Automatic Callback	\$0.25 per call	3.00
Automatic Recall	0.25 per call	3.00
Call Forwarding, Remote Access		2.00
Caller Identification (Caller ID) – Name and Number		5.00
Caller Identification (Caller ID) Number		3.00
Caller Identification (Caller ID) – on Call Waiting		5.00
Caller Identification Blocking – per call		No Charge
Caller Identification Blocking – per line		No Charge
Cancel Call Waiting		No Charge
Customer Originated Trace	\$1.00 per use	None
Hot Line		2.00
Selective Call Forwarding		2.00
Selective Call Rejection		2.00
Selective Call Acceptance		2.00
Selective Distinctive Ringing/Call Waiting		2.00
Teen Service		3.00
Warm Line		2.00

4.3.2 Features Package

<u>Package Name</u>	<u>Rate per Month</u>
Package 1 – Call Waiting/Call Forwarding	\$1.75
Package 1 – Call Waiting/ 3-Way Calling	\$1.75
Package 1 – Call Forwarding/3-Way Calling	\$1.75
Package 2 – Call Waiting/Call Forwarding/3-Way Calling	\$2.50

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SECTION 4 – RATES AND CHARGES, Continued

4.4 TOLL RESTRICTION SERVICE

Rate per Month

Residence and Business, per line, per month \$7.00

*This charge does not apply to LITAP customers who elect this service.

4.5 DIRECTORY LISTING SERVICE

4.5.1 Directory Listing, per month charges

Nonpublished Service \$1.25

Nonlisted Service \$1.25

Additional Listing \$1.00

4.6 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGES

IntraLATA Only \$5.50 manual, \$1.25 electronic change

InterLATA Only \$5.50 manual or \$1.25 electronic change

IntraLATA and InterLATA \$2.57 manual, \$0.63 electronic change

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4.7 LOW INCOME TELEPHONE ASSISTANCE PROGRAMS

4.7.1 Colorado Low-Income Telephone Assistance Program

A. Definition

The Colorado Low-Income Telephone Assistance Program (“LITAP”) provides for a discount of the recurring monthly rate for the provision of local Residential service for certain low-income customers. The monthly surcharge is billed to all customer lines to fund the LITAP program.

B. Eligibility

B.1 The Colorado Low-Income Telephone assistance Program discount is only available to low-income customers who meet eligibility requirements established by Colorado Revised Statute 40-3.4 and are certified for eligibility by the Colorado Department of Human Services. Applicants are eligible for this program if they currently receive benefits from at least one of the following Human Services programs: Old Age Pension, Aid to the Blind, Aid to the Needy Disable or are low income disabled persons who qualify to receive supplemental security income under the federal “Social Security Act” (as amended). The Colorado Department of Human Services shall periodically recertify an individual’s eligibility to receive low-income telephone assistance.

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4.7 LOW INCOME TELEPHONE ASSISTANCE PROGRAMS

4.7.1 Colorado Low-Income Telephone Assistance Program (Continued)

B. Eligibility (Continued)

B.2 The monthly discount to eligible subscribers will be a 25% discount on the basic local exchange service rate or the Federal Communications Commission subscriber line charge, whichever is greater.

C. Terms and Conditions

- C.1 The Colorado Low-Income Telephone Assistance Program discount will begin with the date the Company receives a valid application from the customer or when new service is established for a qualifying customer subject to 2, preceding. The discount will be prorated on the basis of a 30-day month from the effective date of the customer's application.
- C.2 The nonrecurring charges to change to or from this program due to eligibility status will be waived.
- C.3 The discount is applicable only to the customer's principal residence line.
- C.4 Toll Restriction, which prevents connection of sent paid toll calls, is available to Colorado low Income Telephone Assistance Program customers at no charge.

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4.7 LOW INCOME TELEPHONE ASSISTANCE PROGRAMS

4.7.1 Colorado Low-Income Telephone Assistance Program

D. Telephone Assistance Programs monthly Credits

Colorado Low-Income Telephone Assistance Program Credit

	MONTHLY CREDIT
Residence Service	\$6.50

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4.8 LITAP SURCHARGE

The Colorado Low-Income Telephone Assistance program Access Line Charge will be charged in addition to all recurring Basic Local Exchange Residential and Business Service access line charges, and to Public, Semi-Public, and Public Access Line (PAL) lines on a monthly basis, with the exception of (i) state and local governmental bodies; and (ii) those subscribers eligible for the Low-Income Telephone Assistance Program.

Monthly Charge per Access Line: \$0.07

4.9 HIGH COST SUPPORT MECHANISM

Company contributes to the Colorado high Cost support Mechanism as required under 4 Code of Colorado Regulations 723-2-2840. A surcharge for the High Cost Support Mechanism will appear as a line item on all monthly bills.

Monthly Surcharge is 2.9%

4.10 TELEPHONE RELAY SYSTEM

Company contributes to the Colorado Telephone Relay System as required under 4 Code of Colorado Regulations 723-2-2820. A surcharge for the Telephone Relay System will appear as a line item on all monthly bills.

Monthly Charge Per Access Line \$0.20

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SECTION 5 – RESERVED FOR FUTURE USE

5. RESERVED FOR FUTURE USE

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LOCAL ACCESS SERVICE

SECTION 6 – RESERVED FOR FUTURE USE

6. RESERVED FOR FUTURE USE

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LOCAL ACCESS SERVICE

SECTION 7 – RESERVED FOR FUTURE USE

7. RESERVED FOR FUTURE USE

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LOCAL ACCESS SERVICE

SECTION 8 –RESERVED FOR FUTURE USE

8. RESERVED FOR FUTURE USE

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SECTION 9 – CONSTRUCTION CHARGES

Construction charges for line extensions consist of additions to plant beyond existing subscriber plant. Construction charges are applied to subscriber applicants with abnormally long extension requirements to prevent unreasonable burdening the general body of existing subscribers. The Company owns all line extensions. Sections 9.2 through 9.6 apply to the extension of telephone facilities for the provision of basic local exchange telephone service. Section 9.5 provides for the Special construction of facilities, construction of temporary telephone phone facilities, and construction under unusual conditions.

9.1 Definitions

- 9.1.1 Cost When used in this section, means the total installed plant cost consisting of, but not limited to, the cost of labor, materials, equipment hire, rental or use of company owned equipment and/or contract services such as road crossings, road boring, trenching, engineering, overhead expenses associated with construction, fees and charges exacted by any municipality, county, state or federal government, right-of-ways, use of or roads, land or facilities.
- 9.1.2 Customer/Applicant. A person, firm, corporation, or governmental agency responsible for paying the telecommunications bills and for complying with the rules and regulations of the Company applicable to a premises subject to the Construction Charge provisions of this tariff.
- 9.1.3 Developer/Builder/Property Owner. The Developer/Builder or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or legal entity recognized at law and requesting the placement of telecommunications facilities by the Company at a premises prior to, or in conjunction with, a request for telephone service by a Customer located at the premises.
- 9.1.4 Group Application/Group Project. A group application can be set up for the provision of telephone service to several properties that are located in close proximity (generally less than one-half mile separation) of each other that all wish to establish telephone service at the same time. A group project generally has fewer than five (5) properties, each owned by different individuals.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.1 Definitions, Continued

- 9.1.5 Land Development Agreement (LDA). A written agreement entered into between the Company and the Developer/Builder for the provision of telecommunications facilities within new areas of land development for permanent residential and/or business telecommunications services.
- 9.1.6 New Construction. When used herein, new construction is defined as the placement of those additional facilities required to extend telephone service to a Customer from the nearest existing working facility within the wire center to the premises of this previously un-served telephone Customer.
- 9.1.7 Permanent Service. Permanent service is defined as service provided at a premise for twelve (12) or more consecutive months. Service will not be considered permanent when provided to a temporary structure (e.g structures that do not have a permanent foundation and permanent connections to basic utilities such as water, gas and electricity) at a premise.

9.2 General Provision.

- 9.2.1 Reasonable rates and charges for the provision of local exchange services involve consideration of the costs and degree of risk associated with the provision of the services. Some situations may involve substantial extra cost or risk to the Company, such as but not limited to:
- A. the facilities may be temporary;
 - B. facilities are ordered in advance of actual Customer demand for service;
 - C. unusual costs are involved in furnishing the service;
 - D. the cost of providing service may involve considerable investment to extend facilities beyond existing facilities.
- 9.2.2 Construction Charges will apply to each Customer premises when service is established for the first time. Construction Charges apply to all types, classes and grades of service.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.2 General Provision, Continued

- 9.2.3 Construction costs are based on actual route construction conditions for providing service and will generally enable the Company to extend service to new Customers at a reasonable cost without adding an undue burden to the general body of Customers. Under normal conditions, the Company will extend from its existing usable facilities, the new facilities to reach applicants within the exchange service area. A usable existing facility constitutes existing available telephone plant of adequate design and capacity to meet the requirements of the service being requested. Construction costs in excess of any allowances provided in Section 13.6 following, will be billed to Customers as a Construction Charge.
- 9.2.4 Applicants requesting service at premises that have been previously served by telephone facilities, that were left in place and continue to be functional, will not be assessed a Construction Charge to establish service unless Special Construction Charges apply pursuant to Section 13.5 of this Tariff.
- 9.2.5 Construction Charges will be associated with the premises for which they were established rather than the Customer. Credit for Construction Charges may not be transferred from one premise to another.
- 9.2.6 Payment of Construction Charges, Land Development, Special and/or Temporary Construction Charges by the Customer requesting basic local telephone service, Developers requesting the placement of basic local exchange telephone facilities or for Customers requesting special construction and/or placement of temporary telephone exchange facilities, are in addition to regular rates and charges applicable to the exchange service provided.
- 9.2.7 Applicants ordering service at more than one premise are treated as separate Applicants at each premise for purposes of this tariff.
- 9.2.8 The ownership of any line, circuit or other facilities provided wholly or in part at the expense of an Applicant under this Tariff shall at all times be vested exclusively in the Company.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.2 General Provision, Continued

9.2.9 Consistent with the Commission's Rules regulating Telecommunications providers and Telephone Utilities, a written good faith cost estimate will be provided to the Customer. The Customer is responsible for paying the full amount of the Customer's share of the estimated Construction Charge prior to the Company commencing construction. The Customer's share of the estimated construction costs is the amount of the cost estimate in excess of the Construction Charge allowance specified in Section 13.6 following. If the actual cost to provide new service exceeds the estimated cost, the Company shall be responsible for additional Construction Charges.

9.3 Undertaking of the Company

9.3.1 The Company will provide an Engineering Cost Estimate, free of charge, for the first request for telephone service to a Customer's premises or to each individual Customer comprising a group of customers, and upon receipt of Customer provided information by the Company. Subsequent requests for Engineering Cost Estimates for facility extensions at the same premises or group of premises with three-years of the initial request, will be billed to the Applicants (s) using the appropriate hourly engineering charges of the Company. Engineering Cost Estimates will be provided to the Applicants(s) within 30 days of the request for the estimate and will be valid for a period of 90 days after presentation to the Applicant (s) unless the Company extends the date. The good faith written cost estimate shall inform the Customer that receipt of the Construction Charge payment by the company is required before the customer's or Group Applicants' request will be considered an application for service. The payment of all such charges, when received by the Company, shall be notice to the Company that the customer or Group Applicants desires service and the payment date shall be considered the date of application for service.

9.3.2 The Company will determine the locations for construction of line or facility extensions and the distances (including drop wire) will be measured along the Company selected route.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.3 Undertaking of the Company , Continued

9.3.3 The Company will determine the method of construction and the type of materials required to provide the quantity and grade of telephone service requested by the Customer. The Customer will be required to pay the added costs involved when a different type of construction or quantity of facilities, than proposed by the Company, is desired.

9.3.4 The Company will attempt to survey other prospective subscribers who might be served from the new construction or an extension thereof and who might benefit by being included in the project. Construction Charge allowances are provided only for those prospective subscribers making a written application for service.

9.3.5 Individual Applicants may be grouped in a single project when there is not more than one-half mile of construction between Applicants. Separate projects are established whenever the construction between any two Applicants exceeds one-half mile. Two or more projects may be combined whenever this results in lower charges (or no increase in Construction Charges) for all Applicants involved.

9.3.6 For the purpose of determining the project cost for a group of Applicants, where the Applicants are not reasonably close to each other or where there, may be a significant variance in cost between various Applicants in the group, the Company shall compute the cost for each individual Applicant except that shared facility costs will be apportioned to the Applicants utilizing the shared facility. (For example, four Applicants will share the use of a section of buried cable. Each of the four Applicants will be apportioned $\frac{1}{4}$ of the cost of this section of buried cable.) Dedicated facility (e.g., unshared) costs, including the individual Customer drop, will be assigned to each of the individual Applicants). Individual Applicant Construction Charges are developed for each Applicant which will include the sum of the dedicated facilities, and the shared facility costs, less the Construction Charge allowance listed in Section 13.6 following.

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LOCAL ACCESS SERVICE

SECTION 9 – CONSTRUCTION CHARGES, Continued

9.3 Undertaking of the Company, Continued

- 9.3.7 The Company will provide the Applicant at any premises with a single Construction Charge allowance regardless of the number of services ordered at that premises.
- 9.3.8 When a Customer disconnects service, no refund or adjustment is made of the Construction Charges applicable to the Customer's premises regardless of any future reconnection of basic telephone service by the Customer or upon connection of telephone service to a new applicant at this premise.
- 9.3.9 When a new Applicant can be served from a completed project, within three years from the date service was initially established for such project, the charges for the entire project are recomputed to include the new Applicant if the recomputed charges do not increase the charges to those Customers served from the existing project. Otherwise, a new project will be established.
- 9.3.10 When a new Applicant requests service that can be provided by an extension of facilities from a previously completed construction project and the new Applicant has requested service within three years from the date service was initially established for such project, the construction cost of the entire project, including the cost of service the new Applicant is computed. The revised construction costs shall include an additional Construction Charge Allowance for the new Applicant. If the original Construction Charge collected from the initial Applicants(s) was greater than the recomputed amount based on the inclusion of the additional Applicant to the project, the initial Applicant(s) shall be refunded the difference between the original Construction Charge and the revised Construction Charge.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.3 Undertaking of the Company , Continued

9.3.11 Computation of construction charges, for the addition of a new Applicant or Applicants to a completed project, is made with the assumption that there have been no disconnects of service by the original Applicant(s) to the project. When one or more Customers served by a construction project disconnect within the three-year term, no refund is made of the recomputed Construction Charge to the disconnected Customers. Charges to the remaining Customers are not affected by disconnects. When a Customer disconnects service or moves from a premise where service was established by a construction project and service is subsequently established for a new Customer at this same premises, any future adjustments in Construction Charges resulting in a refund is a matter for negotiation between the original Customer and the new Customer at this premises.

9.3.12 Reinforcement of existing physical plant will be proved at the Company's expense unless Special Construction Charges apply pursuant to Section 9.5 of this Tariff.

9.3.13 Where new construction is required, the Company will consult with other utilities to minimize construction costs (e.g., sharing trenches, poles, etc.).

9.4 Land Development Agreements

9.4.1 A Land Development Agreement (LDA), not to exceed a five (5) year period, is required where a Developer/Builder/Property Owner requests the Company provision telephone facilities (such as placement of additional feeder, distribution facilities and drops) within new areas of land development. The LDA will include, but is not limited to:

- A. Description of the subdivision or development;
- B. Disposition of Covenant requirements that affect utility placement and maintenance. If further subdivision of the area is to be allowed, methods and responsibilities for providing additional service shall be listed;

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.4 Land Development Agreements, Continued

- C. Utility easements on all sides of every parcel shall be platted and recorded.
- D. An addressed, recorded plat in electronic, digitized or written format shall be provided to the Company;
- E. Rights, responsibilities and liabilities associated with trench and backfill work upon initial construction and subsequent maintenance; and,
- F. Developer/Builder (such as, notification 90 days prior to the backbone trench date, 21 days notice of the completion date of a premises).

9.4.2 The Company will use standard specifications and will engineer, design, secure all materials and provide the labor to extend telecommunications facilities from existing Company facilities to the development and to place telecommunications facilities within the development. Consistent with the Commission's Rules regulating telecommunications providers and telephone utilities, a written, good faith, cost estimate will be provided to the Developer/Builder. The Developer/Builder is responsible for paying the full amount of estimated construction cost prior to the Company commencing construction. If the Company's total actual cost to provide new service exceeds the estimated cost to provide new service; the Company shall be responsible for additional Construction Charges.

9.4.3 The Property Owner/Developer/Builder holding title to the property will grant and convey to the Company all necessary non-exclusive easements (form to be provided by the Company). The easements will allow the Company to construct, reconstruct, augment, operate, maintain and remove such telecommunications facilities, and appurtenances, from time to time, as the Company may require upon, over, under and across the property. The width and length of the easement will be determined at the time of the request for facilities. In general, all easements will be a standard width of eight feet along the front and rear lot lines and five feet wide along all side lot lines unless otherwise agreed upon. The Property Owner/Developer/Builder will pay the additional costs associated with acquiring easements.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.4 Land Development Agreements, Continued

- 9.4.4 In all cases, the Company retains ownership of the installed plant.
- 9.4.5 In areas where the Company has existing trench and backfill agreements with local power utilities, the Developer/Builder shall be responsible for the Company's portion of the trench and backfill costs.
- 9.4.6 Distribution facilities covered by a LDA cannot be used for subsequent developments until they are covered by a new LDA.
- 9.4.7 Once the Company has completed the construction with a land development area, the Company will reimburse the Developer/Builder the lesser of the average cost per single party loop per premises for the land development project or the Construction Charge Allowance per Section 13.6 following, for each Customer that establishes permanent service at a premises during a period of five (5) years from the date of the agreement. Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premise regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premise. In the event the development contains lots or premises after five (5) years from the agreement date for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder.

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LOCAL ACCESS SERVICE

SECTION 9 – CONSTRUCTION CHARGES, Continued

9.5 Limitations

9.5.1 Special Types of Construction

- A. Where a special type of construction is desired by an Applicant or a specific route for extensions is requested to meet an applicant's special requirements and where the construction or route so requested differs from the normal standards of the Company and is not legally required by ordinance, covenant, tract restriction or otherwise, the Applicant or Applicants served by such facilities or the tract Developer/Builder for land developments, shall be required to pay these additional costs in their entirety and in addition to any line extension charges required under this tariff.
- B. Where existing facilities are requested to be relocated in an area where the Company would not, except for such request, relocate its facilities the Company may charge the cost of such relocation to the persons requesting relocation of such facilities.
- C. Special Construction Charges will be applicable where, at the request of the Customer the Company constructs a greater quantity of facilities than the Company would otherwise construct or normally utilize.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.5 Limitations Continued

9.5.2 Temporary Construction, Seasonal Service or Unusual Conditions.

- A. Where construction is necessary to provide temporary service, such as to an Applicant's temporary premises within an exchange, the Applicant will be required to pay a Construction Charge equal; to the estimated cost of installing and removing the temporary facilities, less estimated salvage at the time of removal. In the event the facilities are reusable for providing permanent service without rearrangement or modifications, at the time the temporary service is disconnected, a portion of the Construction Charge assessed may be refunded, depending upon the circumstances in each case. Removal of facilities will be at the option of the Company, if installation of the temporary facilities was made to Permanent standards and permanent easements were granted.
- B. Where construction is required to provide service on a seasonal basis, or meet other unusual demands, additional construction charges may be assessed on a case-by-case basis.
- C. Where construction of facilities is required to meet unusual conditions such as to provide service in hazardous and/or inaccessible locations, Construction Charges will be assessed.

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SECTION 9 – CONSTRUCTION CHARGES, Continued

9.5 Limitations Continued

9.5.3 Buried and/or Underground Telecommunications Facilities Serving Cluster and Mobile Homes.

- A. A Cluster/Mobile Home Developer will be required to sign a LDA pursuant to Section 13.4 of this Tariff.
- B. The provision of buried or underground telecommunications facilities to serve cluster or mobile home complexes (single or multi-dwelling units which share in the ownership or use of common property) shall be dependent on a legally sufficient easement being made available to the Company to accommodate the placing and maintaining of the common communications serving facilities (i.e., feeder and distribution cable, plus terminal pedestal or like device and access point cabinets). The surface of the easement area must be brought to final grade prior to the installation of buried or underground telecommunications facilities.
- C. For the protection of Company property, the mobile home developer is required to provide a trailer stake (a T shaped stake) at the back side, between every two mobile home parking lots for the purpose of attaching the network interface device (NID) or protector, on the outside of the mobile home unless the Company approves some other arrangement.
- D. The Company will not provide a Construction Charges allowance pursuant to Section 9.6, following, to owners of mobile homes unless such mobile homes are permanently mounted on a pad or foundation. When the mobile home is not permanently mounted on a pad or foundation, such service is considered temporary.

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LOCAL ACCESS SERVICE

SECTION 9 – CONSTRUCTION CHARGES, Continued

9.6 Rate Regulation

For extensions of facilities beyond the existing exchange facilities of the Company or in areas of new land development and in compliance with this Tariff, the Company will provide the Applicant a Construction Charge Allowance in an amount of \$2,200.00 per applicant per premise. If this allowance equals or exceeds the cost of construction, no Construction Charge will be levied.

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LOCAL ACCESS SERVICE

SECTION 10 – RESERVED FOR FUTURE USE

10. RESERVED FOR FUTURE USE

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SECTION 11 – RESERVED FOR FUTURE USE

11. RESERVED FOR FUTURE USE

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LOCAL ACCESS SERVICE

SECTION 12 – BASIC EMERGENCY SERVICES

12.1 General Description

Basic Emergency Services are offered by the Company to the Certified Basic Emergency Service Provider (BESP) and the Automatic Location Identification (ALI) Database Provider. These services allow the BESP to furnish Enhanced 911 (E911) service to a governing body. E911 and governing body are both defined in Rule 1 (A) of the Rules Prescribing the Provision of Emergency Reporting Services for Emergency Telecommunications Services Providers and Telephone Utilities (E911 Rules) found in the Code of Colorado Regulations, 4 CCR 723-29. The BESP and ALI Database Provider will be called the “customer” throughout this Basic Emergency Services tariff.

- 12.1.1 E911 Access Circuits are voice grade dedicated one way transmission facilities from the Telephone Company’s local exchange switch to the customer’s point of connection. Automatic Number Identification (ANI) information is sent with the call over the E911 Access Circuits.
- 12.1.2 Name and Number Service is the provision of the names, telephone numbers, and addresses of all subscribers in the exchange(s) of the Telephone Company to the customer. This information is delivered to the customer for the sole purpose of providing E911 services.

12.2 Undertaking of the Company

- 12.2.1 The Company will provide use of its facilities to transmit calls from the end user’s premises to the leased E911 Access Circuits. Only calls placed by dialing 911 will be transmitted to the customer on E911 Access Circuits. Automatic Number Identification (ANI) information will accompany each 911 call.

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SECTION 12 – BASIC EMERGENCY SERVICES, Continued

12.2 Undertaking of the Company, Continued

- 12.2.2 The Company will provide the customer with updated information on the names, telephone numbers and addresses of subscribers relocating or moving within its exchange(s) and deletion of names, telephone numbers and locations of subscribers moving out of its exchanges(s).

12.3 Limitations

- 12.3.1 The Company shall not be interpreted, construed, or regarded as creating any Telephone Company obligation toward any third person or legal authority other than the customer.
- 12.3.2 The Company does not undertake the provision of transmission facilities or E911 services outside the serving area shown in Exhibit I.
- 12.3.3 The Company provides personal, non-listed and non-published information to the customer subject to provisions of the E911 Rules and the Privacy Rules found in the Code of Colorado Regulations, 4 CCR 723-7.
- 12.3.4 The Company does not undertake the inspection or constant monitoring of facilities to discover errors, and malfunctions in the service.
- 12.3.5 The Company's liability for personal injury to, or death of any person, or for any loss, or damage of any property owned by the customer, end user or others arising from interruptions, defects, failures, or malfunctions of these services will be limited. The Telephone Company's liability shall not exceed an amount equivalent to the pro rate charges for the service while the service was fully or partially inoperative.
- 12.3.6 The Company will not provide use of its facilities or access service to complete an E911 call if the end user's local service has been discontinued or suspended.

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LOCAL ACCESS SERVICE

SECTION 12 – BASIC EMERGENCY SERVICES, Continued

12.4 Obligations of the Customer

- A. The customer requesting E911 Circuits must be a certified Basic Emergency Service Provider under Rule 3 of the E911 Rules.
- B. The customer requesting name and number service must certify in writing that they have adopted procedures for non-disclosure of personal information consistent with E911 Rule 9. The names, addresses, and telephone numbers of end users are confidential information subject to the non-disclosure provisions found in the E911 Rules and the Code of Colorado Regulations, 4 CCR 723-7.
- C. The customer shall make such operations test as they require to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
- D. Additional obligations of the customer are set forth in section 2.3 preceding.

12.5 Payment Arrangements and Credit Allowances

Payment arrangements and credit allowances are as set forth in Section 2.5 preceding.

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SECTION 12 – BASIC EMERGENCY SERVICES, Continued

12.6 Rate Categories

A. E911 Access Circuit

The E911 Access Circuit rate recovers the cost for the interexchange cable and end office equipment associated with the transmission path which extends between the Telephone Company's wire centers and the customer's point of connection.

B. Name and Number Service

The Name and Number Service rate recovers the initial and on going costs of sending name and number information to the customer.

12.7 Rate Regulations

A. E911 Access Circuit

The charges for E911 Access Circuits will apply for each rate category on a per circuit or per mile basis at the rates set forth below.

1. Monthly rate per E911 Access Circuit \$4.63 per mile.

B. Name and Number Service

The initial and ongoing maintenance of Name and Number Service for E911 will be charged each month. The number of access lines on which the service is charged will be an average of the access lines calculated from information developed from the previous year. Only access lines which have E911 service will be included in the calculation. If two or more ALI Database providers are customers of this service, they will each be billed for their proportionate share of the access lines. The service will be provided on a per access line basis at the rates set forth below.

1. Monthly rate per Access Line \$.05

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LOCAL ACCESS SERVICE

SECTION 13 – LOCAL CALLING AREA PLAN (LCAP)

13.1 General Description

Local calling area plan provides for placing of calls between exchanges having a local calling area as determined by the Commission on a flat rate basis.

13.2 Undertaking of the Telephone Company

13.2.1 The Company provides Local Calling Area Plan as a part of Basic Local Exchange Business or Residential local exchange Service to end users in the applicable exchanges.

13.2.2 The Company will provide Local Calling Area Plan to the end users in “From Exchange” to the following “To Exchange”:

From Exchange	To Exchange
Weldona	Brush
Weldona	Fort Morgan
Weldona	Greeley
Weldona	Hillrose
Weldona	Wiggins

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LOCAL ACCESS SERVICE

SECTION 13 – LOCAL CALLING AREA PLAN (LCAP), Continued

13.3 Limitations

- 13.3.1 A telephone number is not provided with Local Calling Area Plan other than in the exchange in which local service is provided.
- 13.3.2 Directory listings are not provided with Local Calling Area Plan other than in the exchange in which local service is provided.
- 13.3.3 Custom Calling Features are not provided with Local Calling Area Plan other than in the exchange in which local service is provided.
- 13.3.4 Calls originating or terminating in one exchange to or from an interexchange carrier in another exchange over LCAP facilities not specifically included in 13.2 above are considered interexchange usage and will be charged as access usage out of the Telephone Company's interstate or intrastate toll access tariff.

13.4 Obligations of the End User

The obligations of the end user are as set forth in Section 2.8 preceding.

13.5 Payment Arrangements and Credit Allowances

The credit allowances and payment arrangements as set forth in Sections 2.9 preceding apply.

13.6 Rate Regulations

One flat rate charge for combined Local Exchange Access Service, and Local Calling Area Plan will be assessed to each business and residential end user obtaining Local Exchange Access Service in the exchanges as set forth in Section 4.2 Preceding.

NORTHERN COLORADO COMMUNICATIONS, INC. COLORADO P.U.C TARIFF NO.1
414 Main, P. O. Box 206
Wiggins, CO 80654

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LOCAL ACCESS SERVICE

SECTION 14 – EXCHANGE AREAS

14.1 COMPANY SERVICE AREA

The Company service area is the Weldona Exchange as defined in Section 5.1 of the Qwest Corporation Exchange and Network Service Tariff Colo. P.U.C. No. 23.

Weldona