

## Price List

### **Terms and Conditions**

applying to the provision of  
Local Exchange Access Services  
within the Local Exchange operating  
territory of the

Farmers Telephone Company

in the State of

Colorado

as provided herein.

Exchange

Pleasant View

**Farmers Telephone Toll-Free Number  
1-877-828-8656**

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# Price List

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## Price List

LOCAL ACCESS SERVICE

Terms and Conditions

CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

# Price List

LOCAL ACCESS SERVICE

## Terms and Conditions

### REFERENCE TO OTHER TARIFFS

Whenever reference is made in this price list to other tariffs of the Telephone Company, the reference is made to the tariff in force as of the effective date of this price list and to amendments thereto and successive issues thereof.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

1. Application of Price List

- 1.1 This price list contains regulations, rates and charges applicable to the provision of Local Exchange Access Service as indicated on a Section by Section basis provided by Farmers Telephone Company to end users residing within the exchange boundaries of Farmers Telephone Company as indicated on the Exchange Area Maps in Exhibit 1 following.
- 1.2 The provision of Local Exchange Access Service by the Telephone Company as set forth in this price list does not constitute a joint undertaking with the end user or customer for the furnishing of any service.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations

##### 2.1 Undertaking of the Telephone Company

###### 2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this price list.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this price list.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this price list.

###### 2.1.2 Limitations

- (A) The end user may not assign or transfer the use of services provided under this price list; however, where there is not interruption of use or relocation of the services, such assignment or transfer may be made to:
  - (1) another end user, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.2 Limitations (Cont'd)

###### (A) (Cont'd)

- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer, which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this price list shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The use and restoration of services shall be provided on first-come first-served basis. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

##### 2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful conduct is not limited by this price list. With respect to any other claim or suit, by an end user or by any others, for damages associated with the installation, provision,

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.3 Liability (Cont'd)

###### (A) (Cont'd)

termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the end user under this price list as a Credit Allowance for a Service Interruption.

(B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) The Telephone Company is not liable for damages to the end user's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

(2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.3 Liability (Cont'd)

(D) (Cont'd)

(3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

(E) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the end user or customer from any and all claims by any person relating to such end user's use of services so provided.

(F) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this price list.

(G) The Telephone Company's failure to provide or maintain services under this price list shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.5.4 following.

##### 2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services, will provide to the end user upon reasonable notice services offered in other applicable sections of this price list at rates and charges specified therein.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.4 Provision of Services (Cont'd)

2. If primary basic local service (the first residential line and the first business line at a residential premise and the first two lines at a business premise) is not established within 30 days from the date of the customer's application for service or by the customer's requested date (if that date is more than 30 days beyond the application date), the following provisions apply:
  - a. The customer will receive a waiver of any and all installation charges for each eligible basic local exchange service line; the customer's account will also be credited in an amount equal to the pro rata monthly local exchange charge for each day thereafter that service is not provided.
3. All customers who are not supplied service within five days of the date of application for service will be given a written notice stating the number assigned by the Company to the application for service, the date of application for service, and all alternatives available to the customer pursuant to Rule 24. This notice will be postmarked on or before the sixth business day after the date the application for service is received by the Company.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.4 Provision of Services (Cont'd)

#### 3. (Cont'd)

Unless basic local exchange service has been provided, the customer will be provided a second notice to be postmarked on or before the 31st calendar day after the date the application for service is received by the Company. This renotification shall include:

- The expected service date
- The reason for the delay
- The number the Company has assigned to the application for service
- The date of the Application for service
- The postmarked date of the first notice

This renotification shall be mailed by certified-return-receipt mail.

The customer will be provided with written renotification each time the expected date of service previously stated is delayed by more than ten days. This renotification shall be mailed by certified-return-receipt mail.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

###### 2.1.5 Installation and Termination of Services

The services provided under this price list (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location at the end user-designated premises and (B) will be installed by the Telephone Company to such point of termination.

###### 2.1.6 Maintenance of Services

The services provided under this price list shall be maintained by the Telephone Company. The end user or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

###### 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business,

(A) Substitute, change or rearrange any facilities used in providing service under this price list, including, but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

###### 2.1.7 Changes and Substitutions (Cont'd)

- (B) Change minimum protection criteria, change operating or maintenance characteristics of facilities or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Rural Electrification Administration (REA) specifications. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any end user furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the end user in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the end user to determine reasonable notification procedures.

###### 2.1.8 Refusal and Discontinuance of Service

- (A) The Telephone Company may discontinue service without prior notice:
- (1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists.
  - (2) Upon order by any court, the Commission, or any other duly authorized public authority; or
  - (3) If service was obtained fraudulently or without the authorization of the Telephone Company, or is being used for, or suspected of being used for, fraudulent purposes.
  - (4) If it has tried diligently to meet the notice requirements, but has been unsuccessful in its attempt to contact the end user affected.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) The Telephone Company may suspend or discontinue, sever the connection and remove any of its equipment from the end user's premises in the exchange after prior written notice only for one of the following reasons:

- (1) Failure to comply with the provisions of Sections 2.1.6 (Maintenance) preceding, 2.2.1(B) (Interference or Impairment), 2.2.2 (Unlawful Use), 2.3.1 (Damages), 2.3.4 (Availability for Testing), 2.4 (Deposits) or 2.5 (Payment Arrangements and Credit Allowances) following.
- (2) Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- (3) Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.
- (4) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.

(C) When written notice is required, the Telephone Company will, on fifteen (15) days written notice by U.S. Mail to the person designated by that end user to receive such notices of noncompliance or discontinuance of service, discontinue jurisdictional services. The written notice will provide for the following:

- (1) Clearly show the amount due and the date by which it must be paid,
- (2) Notice to the end user on how to contact the Telephone Company to resolve any dispute,

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.8 Refusal and Discontinuance of Service (Cont'd)

###### (C) (Cont'd)

- (3) Information concerning the violation of any rule
- (4) Notice for the end user of his right to make an informal complaint to the Commission Staff by letter, telephone or in person, and
- (5) The right to request in writing a hearing before the Commission and
  - (a) That the hearing will be conducted in accordance with the Rules of Practice and Procedure of the Commission.
  - (b) That the Telephone Company may request the Commission to order the applicant for a hearing to post an additional deposit or bond with the Telephone Company in an amount that the Commission deems reasonable under the circumstances.
  - (c) That the Commission may order the Telephone Company not to terminate service pending a hearing at the discretion of the Commission. Ordinarily an order not to terminate service will be issued only if:
    - (i) The customer has posted a deposit or bond with the Telephone Company equal to the amount in dispute or as otherwise prescribed by the Commission; or
    - (ii) The customer has previously made an informal complaint to the Commission Staff and Staff investigation of the complaint indicates probable success of the customer.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (D) The Telephone Company may refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying end user at any time, on fifteen (15) days written notice by U.S. Mail to the person designated by that end user to receive such notices of noncompliance, if the provisions of 2.2.1(B) following apply, or if an end user fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.4 or 2.5 following, including any payments to be made by it on the dates and times herein specified.

If the Telephone Company does not refuse additional applications for service on the date specified in the fifteen (15) days notice, and the end user's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying end user without further notice.

In the case of such discontinuance, all applicable charges, including termination charges shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the fifteen (15) days notice, and the end user's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying end user without further notice.

- (E) When the Telephone Company has disconnected Local Exchange Access Service to the end user for noncompliance with this price list, the end user will be required to pay all unpaid charges prior to the reconnection of service. In addition, the end user will be required to reapply for service, being subject to the deposit requirements, Access Order, Line Connection and Installation (if applicable) Charges before service will be restored.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

###### 2.1.9 Limitations on the Discontinuance of Service

- (A) Jurisdictional service cannot 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 Commission's Rules and Regulations.
- (B) No end user will be given notice of discontinuance of service nor shall his service be discontinued if the unpaid bill is for services that are not jurisdictional telecommunications service. However, jurisdictional telecommunications service may be denied or discontinued when the Telephone Company can reasonably demonstrate that the jurisdictional service is being used to obtain unauthorized access to an interstate toll service being provided to the general public or if the Telephone Company has substantial reasonable grounds to believe that payment from the end user for jurisdictional toll services is in jeopardy.
- (C) The Telephone Company may discontinue or decline to furnish jurisdictional service to any end user for failure to pay any indebtedness incurred for toll services provided by another MTS provider of MTS services to the general public, either intrastate or interstate services, if:
  - (1) the MTS provider has a binding contractual relationship with the Telephone Company or is subscribing to the access tariffs of the Telephone Company, and the Telephone Company is the billing agent for the MTS provider;

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.9 Limitations on the Discontinuance of Service (Cont'd)

(C) (Cont'd)

(2) and it is currently not technically feasible for either entity serving the end user to block the delinquent end user's access to toll service without simultaneously denying basic local exchange service.

(D) The Telephone Company will not discontinue service on any Saturday, Sunday, or legal holiday recognized by the state of Colorado, or after twelve noon on any Friday or any day before any legal holiday, or at any time when the Telephone Company's business offices are not open for business.

(E) Telephone service will only be discontinued between the hours of 8:00 A.M. and 4:00 P.M. Mountain Time.

(F) The Telephone Company will postpone discontinuance of telephone service to a residential end user for thirty (30) days from the date of a certificate by a licensed physician which states that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for an end user, a member of the end user's family, or other permanent resident on the premises where service is rendered. This postponement will be limited to 60 days within a continuous twelve month or a lesser period agreed upon by the Telephone Company and the customer of physician.

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## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

##### 2.1.9 Limitations on the Discontinuance of Service (Cont'd)

This notice or certificate of medical emergency must be in writing and show clearly the name of the person whose illness would be exacerbated by discontinuance of service, the nature of the medical emergency, and the name, title, and signature of the person giving notice of or certifying the medical emergency.

- (G) Where service is provided to a medical care facility, including a hospital, medical clinic with resident patients, or nursing home, notice of pending discontinuance will be provided to the Commission as well as to the end user. Upon request from the Commission or its Staff, a delay in discontinuance of service of no less than five business days from the date of notice shall be allowed so that the Commission may take whatever steps are necessary to protect the interest of the resident patients.

##### 2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the end user reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching office change-out. Generally such activities are not individual end user service specific; they affect many end users' service. No specific advance notification period is applicable to all service activities.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.1 Undertaking of the Telephone Company (Cont'd)

###### 2.1.11 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the end user 30 days notice, and explanation of the reason(s) for such change(s).

###### 2.1.12 Provision and Ownership of Telephone Directories

The Telephone Company reserves the right of ownership of the telephone directories provided to end users as an aid to the use of telephone service. The Telephone Company may request that such directories be returned to the Company when new directories are issued. The Telephone Company will furnish to its end users, without charge, one directory per access line.

##### 2.2 Use

###### 2.2.1 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this price list shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers or customers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.2 Use (Cont'd)

##### 2.2.1 Interference or Impairment (Cont'd)

- (B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the end user that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporary discontinuance, the end user will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.5.4 following is not applicable.

##### 2.2.2 Unlawful Use

The service provided under this price list shall not be used for an unlawful purpose.

- (A) The Telephone Company may, by notice in writing, without incurring any liability, either suspend or terminate the service of an end user for any of the following reasons:
- (1) Use of foul or profane language over the service;
  - (2) Impersonation of another person with fraudulent intent over the service;
  - (3) Making of nuisance calls over the service;
  - (4) Use of service by an end user in connection with a plan or contrivance to secure a large volume of calls to be directed to such end user



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.2 Use (Cont'd)

##### 2.2.2 Unlawful Use (Cont'd)

###### (A) (Cont'd)

###### (4) (Cont'd)

at or about the same time, resulting in preventing, obstructing, or delaying the service of others;

###### (5) Listening in on telephone conversations;

###### (6) Abuse or fraudulent use of service which includes:

(a) The use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;

(b) The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment in whole or in part, of the established charge for such service;

(c) Resale of any service provided by the Telephone Company, except as provided by the FCC and applicable state Commission rules and regulations;

###### (7) Use of the service in such a manner as to interfere with the service of other users;

###### (8) Use of the service for any purpose other than a means of communication;

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.2 Use (Cont'd)

##### 2.2.2 Unlawful Use (Cont'd)

###### (A) (Cont'd)

(9) Use of service for unlawful purposes; and

(10) Any other violation of regulations as set forth in the Telephone Company's filed price lists.

The Telephone Company may continue such suspension of service until all violations have ceased, or terminate the service without suspension of service or following suspension of service, and disconnect and remove any of its facilities from the end user's premises.

(B) Service is furnished by the Telephone Company subject to the condition that it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, and secures proper legal orders to deny such service.

(C) In such instances when termination occurs, as in (A) preceding, the Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the Telephone Company's actions in terminating such service.

##### 2.2.3 Limitation on Use

The Telephone Company reserves the right to limit the length of communication when necessary because of shortage of facilities caused by emergency conditions.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.3 Obligations of the End User or Customer

###### 2.3.1 Damages

The end user shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this price list caused by the negligence or willful act of the end user, or resulting from the end user's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Such damages will be the actual cost of the materials and the actual hours required for repair of the damage multiplied by the appropriate labor rate.

Nothing in the foregoing provision shall be interpreted to hold one end user liable for another end user's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the end user in prosecuting a claim against the person causing such damage and the end user shall be surrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

###### 2.3.2 Ownership of Facilities

Facilities utilized by the Telephone Company to provide service under the provisions of this price list shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the end user, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

###### 2.3.3 Equipment Space and Power

The end user shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this price list at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the end user and the Telephone Company.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.3 Obligations of the End User or Customer (Cont'd)

##### 2.3.3 Equipment Space and Power (Cont'd)

The end user shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

##### 2.3.4 Availability for Testing

The services provided under this price list shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

##### 2.3.5 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the end user shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this price list, any circuit, apparatus, system or method provided by the end user.
- (B) The end user shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the end user's circuits, facilities, or equipment connected to the Telephone Company's

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.3 Obligations of the End User or Customer (Cont'd)

##### 2.3.5 Claims and Demands for Damages (Cont'd)

###### (B) (Cont'd)

services provided under this price list, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the end user's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the end user to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this price list; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the end user, its offices agents or employees.

- (C) The end user shall defend its officers, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the end user or third parties arising out of any act or omission of the end user in the course of using services provided under this price list.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits

###### 2.4.1 Criteria for Establishment and the Amount of a Deposit

(A) The Telephone Company may, in order to safeguard its interests, only require an end user which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit, guarantee, or other payment prior to or at any time after the provision of a service to the end user to be held by the Telephone Company as a guarantee of the payment of rates and charges. The following criteria will be used to determine whether to require a deposit, a guarantee, or other payment as a condition of new or continued service:

- (1) The Telephone Company may require existing customers to make deposits if their payment records show substantial nonpayments for jurisdictional services provided by the Telephone Company in any two of the last six months, or three of the last twelve months. A deposit may be required even if such end users have paid a part of the amount owed before the date of service disconnect for nonpayment. The Telephone Company must give the end user written notice of the amount of the deposit that is required and inform the end user that the deposit payment must be received in 15 calendar days.
- (2) The Telephone Company may require an existing commercial end user to make a deposit if the Telephone Company has reason to believe the end user's credit worthiness is in jeopardy. The Telephone Company will keep on file the information or reason for this credit judgment and make the information available to the end user upon request.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits (Cont'd)

##### 2.4.1 Criteria for Establishment and the Amount of a Deposit (Cont'd)

###### (A) (Cont'd)

- (2) Unless the Telephone Company can reasonably demonstrate that the commercial enterprise is likely to cease operations, information which would lead the Telephone Company to change its judgment of the end user's credit worthiness will be limited to bad debt records or tax liens.
- (3) The Telephone Company may require existing end users to pay a deposit in full without the notice requirements of 2.4.1.(A)(1) above before service is restored whenever the denied service has been disconnected for non-payment of outstanding charges.
- (4) A deposit is not required if the applicant or end user furnishes to the Telephone Company's satisfaction, a third-party guarantor to secure payment of the end user's bills for jurisdictional services provided by the Telephone Company. The guarantee must be in writing. The amount of the guarantee cannot exceed the maximum amount of the deposit which would otherwise have been required. The guarantee shall remain in effect until terminated in writing by the guarantor, or until the customer has achieved a satisfactory payment record for jurisdictional services for 12 consecutive months. The Telephone Company shall terminate the guarantee five working days after receiving the written notice from the guarantor or five working days after the 12 months satisfactory payment record ends.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits (Cont'd)

###### 2.4.1 Criteria for Establishment and the Amount of a Deposit (Cont'd)

###### (A) (Cont'd)

(5) A deposit is not required if the applicant has been a customer of the Telephone Company for a similar type of service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.

(B) The amount of the deposit which may be required of an end user or applicant for the purpose of establishing credit shall not exceed three times the average monthly bill, or twice the average monthly bill for residential end users whose bills are payable in advance, for jurisdictional services provided by the Telephone Company for the same class of end user served by the Telephone Company.

However, an estimate of the monthly bill for toll services furnished by another provider (customer) can be included in the estimated total monthly bill for jurisdictional services furnished by the Telephone Company when there is a binding contractual relationship between the Telephone Company and the toll service provider (customer).

An estimate of the monthly billing may be used for the purpose of determining a deposit if the Telephone Company can reasonably demonstrate that the end user's usage may be substantially different than the average usage for the same class of service.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits (Cont'd)

###### 2.4.1 Criteria for Establishment and the Amount of a Deposit (Cont'd)

- (C) The amount of the deposit may be adjusted on the basis as stated in 2.4.1.(A) and (B) above at the request of the end user or by the Telephone Company at any time when the character, purpose, or degree of the end user's use of the service has materially changed, or when it is indicated that it will change.
- (D) A deposit required under this portion of the price list is in addition to any advance, contribution or guarantee in connection with construction of lines or facilities, as provided in the Section 14 of this price list.
- (E) In the event an end user requests a hearing on the proposed termination of service, the Commission may set the matter for hearing in accordance with the Rules of Practice and Procedure of the Commission. Upon motion by the Telephone Company, the Commission may order the end user to post an additional deposit or bond with the Telephone Company in accordance with Section 2.1.8.(C)(5)(b) proceeding.
- (F) The Telephone Company may, at its option, not require a deposit from a new applicant that would otherwise be required to pay a deposit under this price list, so long as a deposit will not be required from any new applicant for service.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits (Cont'd)

###### 2.4.2 Limitations on the Use of Deposits

- (A) The making of a deposit shall not relieve any end user of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the end user for jurisdictional telecommunications services of the Telephone Company. However, consistent with 2.4.1.(B) above, the deposit may be applied to the indebtedness of the end user to a toll service provider (customer) which has a contractual billing relationship with the Telephone Company after the bills for jurisdictional telecommunications services and other services of the Telephone Company have been satisfied.
- (B) The Telephone Company will not require any security other than a cash deposit or a third-party guarantee to secure payment for jurisdictional telecommunications services. In no event shall the furnishing of jurisdictional services or extension of facilities or any connected indebtedness result in a lien, mortgage or other security interest in any real or personal property of the end user, unless the indebtedness has been reduced to a judgment in a court of law.
- (C) The Telephone Company may at its discretion, allow deposits held by the Telephone Company to be transferred between applicants or end users, if requested by the end user or applicant that has made the deposit.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits (Cont'd)

##### 2.4.3 Payment Arrangements on Deposits

When the Telephone Company requires an applicant or existing end user to pay a deposit for jurisdictional services, the end user or applicant may elect to pay the deposit in full, prior to receiving service, or enter into a written installment agreement for payment of the deposit. The terms of the installment agreement shall be within the following conditions:

- (A) The Telephone Company will not require an end user to pay more than one-half of the deposit prior to the provision of service, when the combined deposit for all jurisdictional services subject to this price list exceeds \$75.00 per access line. The remainder of the deposit shall be due not less than 30 days after the date the agreement is executed or the provision of service, whichever is later.
- (B) The Telephone Company will provide written notice explaining its deposit requirements when an applicant or end user enters into an installment agreement to pay a deposit.
- (C) Should discontinuance for non-payment of a deposit occur, the end user shall be required to pay the full amount of that deposit as well as any additional amounts owed the Telephone Company, before service is restored.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits (Cont'd)

##### 2.4.3 Payment Arrangements on Deposits (Cont'd)

- (D) The Telephone Company will not give an end user the option to enter into an installment agreement for payment of a deposit when a deposit is required because service has been denied or discontinued in accordance with the provisions of 2.1.8 and 2.1.9 above.

##### 2.4.4 Interest of Deposits

The Telephone Company will pay simple interest upon all deposits at the percentage rate per annum as determined annually by the PUC Staff. The interest will be paid upon return of the deposit or on an annual basis by December 31 of each year. Interest on a deposit shall be calculated from the date the deposit is received by the Telephone Company to the date of payment to the end user or to the date the deposit is credited to the end user's account.

##### 2.4.5 Refund of Deposits

- (A) The Telephone Company shall promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional services furnished by the Telephone Company upon discontinuance of service, or when an end user has established credit by other means. A transfer of service from one location to another within the area served by the Telephone Company shall not be deemed a discontinuance of service with the Telephone Company if the character of the service remains unchanged.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.4 Deposits (Cont'd)

##### 2.4.5 Refund of Deposits (Cont'd)

- (B) The Telephone Company will mail, or otherwise deliver to the end user, when a deposit, with any associated interest, is applied to the liquidation of unpaid bills, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid bills liquidated by the deposit, plus any interest and the balance remaining due either to the end user or the Telephone Company.
- (C) The Telephone Company will promptly refund an end user's deposit, plus interest, upon satisfactory payment of all proper charges for 12 consecutive months, unless the Telephone Company has obtained sufficient factual information to determine that an end user is an unsatisfactory credit risk based upon the criteria described in section 2.4.1(A).
- (D) The Telephone Company will annually review accounts of end users with deposits and shall refund deposits in accordance with 2.4.5(C) above.
- (E) The Telephone Company may, at its option, refund a deposit plus accrued interest in whole or in part at any time earlier than times prescribed in 2.4.5(F) below.
- (F) The Telephone Company will pay within 10 working days without demand or notice from the end user a balance due to the end user after service is discontinued and a final bill is rendered.
- (G) The Telephone Company will make a reasonable effort to make the refund of the deposit if the deposit cannot be made on the first attempt.
- (H) The Telephone Company will render to the depositor a statement showing the amount of deposit, the period the deposit was held and the amount of the interest paid only when requested by an end user at the time a deposit is refunded.
- (I) The rate of interest paid will be as determined annually by the Public Utilities Commission Staff of the State of Colorado.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances

###### 2.5.1 Payment of Rates and Charges

The Telephone Company shall bill on a current basis all charges incurred by the end user and credit all credits due to the end user under this price list attributable to services established or discontinued during the preceding billing period. The Telephone Company shall bill in arrears all usage sensitive charges (i.e., message toll) if requested by the customer to the customer's end users.

The Telephone Company shall bill in advance charges for all services billed on a monthly basis to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for an end user for Local Exchange Access Service under this price list), the period of service each bill covers and the payment date will be as follows:

- (A) The Telephone Company will establish a bill day each month for each end user account. The bill will cover non-usage sensitive service charges per month charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges (toll) if requested by the toll providing customer for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods if applicable, and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (2) following.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

###### 2.5.1 Payment of Rates and Charges (Cont'd)

###### (A) (Cont'd)

- (1) All bills dated as set forth in (1) preceding for service, provided to the end user by the Telephone Company are due upon receipt or 15 days (payment date) after the bill day, whichever is later except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, or Christmas Day is legally observed), payment for such bills will be due from the end user as follows:

If such payment date falls on a Sunday or on a Holiday that is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

- (2) In the event the end user makes payment on the account with a check and the bank on which the check is drawn returns the check for reasons of "Non Sufficient Funds" (NSF), account closed or any other reason, a charge pursuant to state law or as set forth in the Price List Rates and Charges section of this Price List.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

###### 2.5.1 Payment of Rates and Charges (Cont'd)

###### (A) (Cont'd)

- (3) The rates of the Telephone Company do not include any state, county, city or other governmental sales taxes, municipal license, franchise, or occupation tax, or similar taxes or impositions on the Telephone Company.
- (4) The amount paid by the Telephone Company to a municipality as a cost of doing business within the municipality under a franchise or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the end users within the municipality; but no employer or employee occupation tax imposed by a municipality or the privilege of employment within the municipality shall be so surcharged. The Telephone Company shall surcharge municipal levies throughout the State in a uniform manner.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

###### 2.5.1 Payment of Rates and Charges (Cont'd)

###### (A) (Cont'd)

- (5) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this price list will be prorated to the number of days or major fraction of days based on a 30-day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (6) When a rate as set forth in this price list is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

###### 2.5.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except where specifically noted elsewhere in this price list.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one-month minimum period is discontinued prior to the expiration of the minimum period, a one-month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

###### 2.5.2 Minimum Periods (Cont'd)

###### (B) (Cont'd)

expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

###### 2.5.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are determined in accordance with the definition of "Cancellation Charge" as set forth in Section 2.6 following.

###### 2.5.4 Credit Allowance for Service Interruptions

###### (A) General

A service is interrupted when it becomes unusable to the end user because of failure of a facility component used to furnish service under this price list or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the end user as set forth in 5.2(G) following. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

Every month is considered to have 30 days.

For purposes of administering the following regulations, a major fraction shall mean more than one-third of the incremental credit period using the unit of time in which the service interruption is measured. For a 24 hour period, a major fraction equals 8 hours and one minute.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

##### 2.5.4 Credit Allowance for Service Interruptions (Cont'd)

###### (B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the end user, shall be as follows:

- (1) For all Local Exchange Access Service, no credit shall be allowed for an interruption of less than 8 hours. The end user shall be credited for an interruption of 8 hours or more at the rate of 1/30 of the applicable monthly rates for each period of 24 hours or major fraction thereof that the interruption continues. 8 hours or more constitutes a major fraction of a 24 hour period.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the jurisdictional service charged by the Telephone Company.

- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate charge for the service interrupted in any one monthly billing period.

###### (C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence or willful acts of the end user.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the end user or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

##### 2.5.4 Credit Allowance for Service Interruptions (Cont'd)

###### (C) When a Credit Allowance Does Not Apply (Cont'd)

- (4) Natural disasters, emergencies, catastrophes, severe storm or other events affecting large numbers of end users or other extraordinary or abnormal conditions of operation, such as those resulting from work stoppages, civil unrest, or other events for which the Telephone Company may not have been expected to accommodate.
- (5) Interruptions of a service when the end user has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the end user prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (6) Periods when the end user elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

###### (D) Use of an Alternative Service Provided by the Telephone Company

Should the end user elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the end user must pay the price listed rates and charges for the alternative service used.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

##### 2.5.4 Credit Allowance for Service Interruptions (Cont'd)

##### (E) Temporary Surrender of a Service

In certain instances, the end user may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the end user consents, a credit allowance will be granted. The credit allowance will be 1/30 of the monthly rate for each period of 24 hours or major fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.5 Payment Arrangements and Credit Allowances (Cont'd)

###### 2.5.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

###### (A) Nonrecurring Charges Do Not Apply

Access Order and Line Connection do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same end user.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

###### (B) Nonrecurring Charges Apply

Access Order, Line Connection and Premise Visit Charges apply for establishing service at a different location, on the same premises, or at a different premises pending re-establishment of service at the original location at the rate set forth in the Rate and Charges section of this Price List.

###### 2.5.6 Title or Ownership Rights

- (A) The payment of rates and charges by customers for the services offered under the provisions of this price list does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions

Certain terms used herein are defined as follows:

##### Access Line

The circuit with one termination at the Central Office and the other termination at the protector of the end user's designated premise.

##### Access Service Order or End User Service Order Charge

A charge for preparing the order to connect, install, rearrange, move or repair Telephone Company facilities for the end user.

##### Additional Listing

Any listing of a name or other authorized information in connection with an end user's telephone number in addition to the end user's entitled directory listing for Local Access Switching Service.

##### Airline Mileage

The shortest distance between two locations. Airline mileage is calculated using the U and H coordinates method.

##### Applicant

A residential or business end user making application to the Company for Local Exchange Access Service.

##### Authorized User

An end user and a person, firm or corporation (other than the end user) on whose premises a Local Exchange Access Service is located and who may communicate over such service in accordance with the terms of this price list.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Business Day

The term "Business Day" denotes the times of day that the Telephone Company is open for business. Generally, these are 8:00 A.M. to 4:30 P.M., with a half hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

###### Business End User

An end user being provided Local Exchange Access Service, in the Company's service area, where the customer's use of the telecommunications service is primarily of a business, professional, institutional or other occupational nature or where the service or any part of the service is provided at a business location. Under these circumstances, the service provided is classified as business service and business rates will apply. Business rates will apply to institutions such as churches, schools, hospitals, health care centers and governmental bodies. The fact that business is conducted at a customer's residence, but the telephone is not used for the purpose of enticing individuals to call the residential telephone number or another telephone number in order to obtain a service or product, will not cause a customer's service to be classified or reclassified as business service unless the residential telephone number is advertised by the customer. For purposes of this definition, the "customer" shall include the end user, any member of the end user's household or any person residing at the end user's service address.

- 1) In order to determine whether residential service provided to a customer should be reclassified as business service, the following criteria will be applied:
  - a) When a residential telephone number is used by the customer in connection with business, professional, institutional or other occupational advertising or in other promotional media, such as business cards, newspapers, handbills, bill boards, circulars, motion picture screens, television advertisements, radio advertisements, or upon vehicles, business rates will apply where the purpose for advertising the telephone number is to entice persons to call the telephone number to obtain a service or product. Business rates will not apply when a residential telephone number is advertised as an alternate telephone number in connection with a business telephone number, when both the business and residential telephone numbers are obtained from the Telephone Company.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Business End User (Cont'd)

- b) Advertising a residential telephone number for one-time events such as garage sales, bake sales or estate sales, or to sell individual items such as automobiles or a piece of machinery shall not be considered the type of advertising that will cause reclassification unless the conducting of such sales is the nature of the customer's business.
- 2) If the Company determines that the customer is using the telecommunications service provided by the Company in a manner so that it should be reclassified as business service, the Company will reclassify the residential service as business service, in accordance with the following procedures and business rates will apply.
- a) Before converting a customer from residential service to business service because the customer has advertised the residential telephone number in a newspaper, magazine, or other periodical which is published at least monthly, or upon business cards, handbills, billboards, circulars, motion picture screens, television advertisements, radio advertisements, or vehicles, the Company will provide the customer with a written notice advising the customer that, because the customer has advertised the residential telephone number in the above manner, further advertising of the residential telephone number will result in the Company determining that the residential service should be reclassified as business service.
  - b) At least twenty (20) days prior to the date of the proposed reclassification, the Company shall notify the customer in writing at the customer's mailing address of the Company's decision to reclassify the customer's residential service to business service. In the event the customer refuses to permit the service to be reclassified as business service and pay applicable business rates, the Company shall issue a disconnection notice to the customer in order to discontinue the residential service of the customer in accordance with Section 2 of this price list.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Business End User (Cont'd)

- c) In the event the customer advertises the customer's residential telephone number in a business directory such as a "Yellow Pages" or a similar directory, the Company will notify the customer of its intent to reclassify the customer's service as business service based on that single advertisement. If the customer demonstrates that he was unaware that such an advertisement would be viewed by the Company as a basis to reclassify residential service to business service, the Company will permit the customer to continue receiving residential service at the residential rates if the customer so notifies the Company during the twenty (20) day notice period, but the Company will assign the customer a new telephone number with no re-connection charge on a one-time basis, with no availability of call forwarding from the disconnected number.
- 3) In the event a business end user wishes to convert from business service to residential service, the business end user will not be permitted to retain the existing telephone number for residential purposes and will be assigned a new telephone number for residential service. Reconnection charges will apply.

###### Call

The term "Call" denotes an end user completed message for which the complete address code (e.g., 0-, 0+, 1, 911, 7 digits, or 10 digits) is provided to the serving dial tone office.

###### Extended Area Service (EAS) Call

A call made on a flat rate basis between two or more end users living in different exchanges utilizing EAS facilities that are covered by an EAS agreement and price list.

###### Local Call

A call made on a flat rate basis between two or more end users within an exchange calling area.

###### Intrastate Toll Call

A call made on a usage sensitive basis between two or more end users within the State, utilizing the facilities of an interexchange carrier.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Interstate or International Toll Call (Cont'd)

countries utilizing the facilities of an interexchange carrier.

###### Cancellation Charge

A charge determined at the time of cancellation to recover the cost of Telephone Company expenses and unrecoverable materials (either used or depreciated) or a minimum of one month's charge for the service ordered, whichever is higher.

###### Central Office

The term "Central Office" denotes the Telephone Company switching system where Local Exchange Common Line Access Service loops are terminated for purposes of interconnection to each other and to trunks. This is also the place and/or machine that executes the switching of Local Exchange Switched Access Service and toll switching.

###### Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

###### Community of Interest Calling

The term "Community of Interest Calling" denotes calling within an area consisting of one or more exchanges in which the general population has similar governmental, health, public safety, business or educational interests. A preliminary indication of a community of interest between exchanges exists, sufficient to allow further consideration by the Commission, when the combined calling rate between the exchanges under consideration of extended calling scope equals or exceeds two calls per local access line per month. However, when one exchange has less than one-half the number of local access lines than the other exchange than the calling rate of three calls per local access line per month from the smaller exchange would provide a preliminary showing of interest sufficient to allow investigation of the appropriateness of expanded local calling for the involved exchanges.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Class of Service

A description of Local Exchange Access Service furnished an end user which denotes such characteristics as nature of use – residence or business (public or semi-public).

###### Coin Station

The term “Coin Station” denotes a location where Telephone Company equipment is provided in a public place where Telephone Company end users can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

###### Commission

The term “Commission” denotes the Colorado Public Utilities Commission.

###### Common Line

The term “Common Line” denotes an access line (business, residence, or pay telephone line or other facility) terminated on a central office switch.

###### Community of Interest Calling Plan (CICP) Area

The area, consisting of one or more exchange serving areas, where an end user of local exchange access service may make calls without a toll charge.

###### Company

The term “Company or Telephone Company” denotes the Farmers Telephone Company.

###### Construction Charge

A special separate non-recurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange price lists.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Continuous Property

The plot of ground, together with any buildings thereon, occupied by the end user, which is not divided by public highways, separated by property occupied by others or separated by pasture, farm or otherwise unoccupied property.

###### Contract

The agreement between an end user and the Company under which service and facilities are furnished in accordance with the applicable provisions of this price list.

###### Cost

The cost of labor, materials and engineering which includes appropriate amounts to cover the Company's general operating and administrative expenses.

###### Customer

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under the Company's interstate or intrastate access tariff, including both Interexchange Carriers (ICs) and End Users. Generally, only End Users are provided Local Exchange Access Service under this price list. The only exceptions are Name and Number Services for E911 and COCTS.

###### Customer Trouble Report

An oral or written report from an end user of telephone service relating to a service-affecting defect or a condition which prevents an end user from placing or receiving communications of satisfactory quality.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to an end user are due on a bill prepared by the Telephone Company.

###### Directory Assistance (Intrastate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by an end user by dialing NPA + 555-1212 or 555-1212 or 411.

###### Directory Listing

A publication in the Company's alphabetical directory of information relative to an end user's name or other identification and telephone number.

###### Drop Wire

That portion of a circuit between the pole line or cable distributing point and the building in which the station is located.

###### Emergency

A situation which exists when serious sickness or public safety is involved.

###### End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service end user loops are terminated for purposes of interconnection to trunks and other end user loops.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### End User

The term "End User" means any subscriber of a Local Exchange Access Service that does not make such service available to others, directly or indirectly for the purpose of providing gratuitous service on a continuing basis or reselling interstate, intrastate or local exchange access services.

###### Entrance Facilities

Facilities extending from the point of entrance on private property to the premises on which service is furnished.

###### Exchange

The term "Exchange" denotes a unit, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area.

###### Exchange Area

The territory served by an Exchange.

###### Extension Premise

A circuit connecting a primary access line which ends at one protector to an extension access line which ends at an extension protector, both serving the same end user and utilizing the same telephone number.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Facilities

All the plant and equipment of the Company owned, operated, licensed, used, controlled, furnished or supplied for or by the Company, including any construction work in progress allowed by the Commission.

###### Flat Rate Service

Local exchange access service furnished at a fixed monthly charge.

###### First-Come First-Served

First-come first-served shall be based upon the received time and date stamped by the Telephone Company on complete and accurate end user orders which allow the Telephone Company to initiate its ordering process. Inaccurate or incomplete end user orders shall not be deemed to have been received until such time as the end user corrects such inaccuracies and/or omissions. The end user shall not be penalized for any delay in the Telephone Company review process beyond 24 hours of receipt. Once having been advised of the errors and/or omissions, any delay in correction on the part of the end user shall be added to the received time and date. As facilities and/or equipment become available, end users will be provided service in the order of the earliest received time and date.

###### Foreign Exchange Directory Listing

An alphabetical directory listing in the local exchange directory for an end user obtaining local exchange access service from another company/exchange and access from the Company's interstate or intrastate access tariffs.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

###### Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

###### Installation Charge

The term "Installation Charge" denotes a non-recurring charge, either an Access Order Charge or Line Connection Charge, made either prior to or at the time of the installation of local exchange access service in addition to the other applicable charges for use of telephone company facilities.

###### Interexchange Carrier (IC) or Interexchange Common Carrier

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

###### Interstate Communications

The term "Interstate Communications" denotes both interstate and international communications.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by laws of the state involved.

###### Jurisdictional Service

The term "Jurisdictional Service" means any telecommunications service subject to the authority of this Commission under the statutes of the State of Colorado.

###### Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

###### Local Exchange Access Service

Communications service within a local calling area provided by the Company in accordance with the provisions of the Company's Local Exchange Price List.

###### Message

The term "Message" denotes a "call" as defined preceding.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Mobile Home Park

A tract of land designed for the parking of at least five mobile homes.

###### Non-Recurring Charge

A one-time charge associated with installations, rearrangements, connections, certain repairs, and changes that are in addition to recurring monthly service charges.

###### Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Local Exchange Common Line Service.

###### On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Local Exchange Common Line Service.

###### Point of Termination

The term "Point of Termination" denotes the point of demarcation (protector) within an end user-designated premises at which the Telephone Company's responsibility for the provision of Local Exchange Access Service ends.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Premises

The buildings, portion or portions of a building on continuous property used and/or occupied at by the end user in the conduct of his business or as a residence. Where floor space in adjoining building is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the end user who uses and occupies such continuous floor space is concerned. The two buildings otherwise are considered as separate buildings.

###### Recurring Charge

The normal monthly charges for the Local Exchange Access Services offered under this price list.

###### Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

###### Residential End User

An end user being provided Local Exchange Access Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a residential (social or domestic) than a business nature.

###### Repair Charge

A charge to repair Telephone Company facilities on the end user premises that was damaged either accidentally or intentionally.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 2. General Regulations (Cont'd)

##### 2.6 Definitions (Cont'd)

###### Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Local Exchange Access Service requested by the end user.

###### Subject to Availability of Equipment

The term "Subject to availability of equipment" means the equipment in question is installed, in operating condition, and has the required capacity available in the end office of the Telephone Company.

###### Temporary Service

Local Exchange Access Service definitely known to be required for a short period of time, such as service provided for contractors for use during construction of a building, sales campaign, athletic contests, conventions, fairs, circuses, etc.

###### Underground Service Connection

An end user's drop wire which is run underground from a pole line or an underground distributing cable.

###### V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 3. Access Ordering, Service Connection, Move and Change Service

##### 3.1 General Description

This section sets forth the regulations and order related charges for the ordering and installation of Local Exchange Access Service from this price list. These charges are in addition to other applicable recurring charges as set forth in other sections of this price list.

A Local Exchange Access Order is an order to provide an end user with Local Exchange Access Service or changes to existing Local Exchange Access Service.

##### 3.2 Definitions

- (A) Service Order - Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for the establishment, addition, move, change or rearrangement of service.
- (B) Subsequent Service Orders - Applicable for the end user's request for additions, moves or changes to existing service and reconnection of service due to nonpayment (not disconnected for more than 30 days).
- (C) Line Connection - Applicable for work done in the central office or work involving central office equipment necessary to provide a network access line or make changes to an existing network access line. If service requires work in more than one central office area, this charge applies for each office.
- (D) Premise Visit - Applicable if, at the end user's request, a Company employee must visit the end user's premises to move or change a service drop or standard network interface at the customer's request. Not applicable when a Company employee is on the end user's premises for any other business purpose.

##### 3.3 Ordering Conditions

- (A) These charges are intended to cover the expense incurred by the Company in conjunction with the following:
  - (1) Establishment of service;
  - (2) Change in location of a service to another premises;

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 3. Access Ordering, Service Connection, Move and Change Service (Cont'd)

##### 3.3 Ordering Conditions (Cont'd)

###### (A) (Cont'd)

- (3) Transfer of service from one customer to another;
- (4) Change of telephone number at the customer's request;
- (5) Installation of auxiliary equipment; and
- (6) Restoration of service disconnected for nonpayment or failure to establish credit.

(B) Charges shown are in addition to installation charges shown under other price list sections.

(C) Charges shown in this schedule are based on work being performed during regularly scheduled working hours of the Company's employees. Work performed with overtime labor costs will be performed at direct cost to the customer.

(D) No charge will apply under the following circumstances:

- (1) Service to which no monthly rates apply.

##### 3.4 Rate Regulations

(A) The Service Order Charge is as set forth in Price List Rates and Charges Section.

(B) The Subsequent Service Order Charge is as set forth in Price List Rates and Charges Section.

(C) The Line Connection Charge is as set forth in Price List Rates and Charges Section.

(D) The Premise Visit Charge is set forth in Price List Rates and Charges Section.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 4. Low-Income Telephone Assistance Program

##### 4.1 Low-Income Telephone Assistance Program (Federal Lifeline Program)

The Low-Income Telephone Assistance Program provides for a discount of the recurring monthly rate for the provision of local residential telephone or broadband service for qualifying low-income customers, pursuant to 47 C.F.R, § 54.403.

The Low-Income Telephone Assistance Program discount is only available to low-income customers who meet eligibility requirements established by the Federal Communications Commission. The Federal Lifeline Program is not regulated by the Colorado Public Utilities Commission.

The Federal Communications Commission national eligibility criteria are set forth in 47 C.F.R. § 54.409 and includes subscribers with a household income at or below 135 percent of the federal poverty level or participation in one of the following programs: Supplemental Nutrition Assistance Program, Medicaid, Supplemental Security Income, Federal Public Housing Assistance, or Veterans Pension and Survivors Benefit.

The monthly discount to eligible subscribers will be \$9.25 for residential service.

The 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 the eligibility requirements set forth above. The discount will be prorated on the basis of a 30-day month from the effective date of the customer's application.

The Service Charges to change to or from this program due to eligibility status will be waived.

The discount is applicable only to the customer's principal residence line.

A low-income customer may not be disconnected from local service solely for non-payment of toll charges, but the low-income customer must continue to pay the local service rates and charges.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 4. Low-Income Telephone Assistance Program (Cont'd)

##### 4.1 Low-Income Telephone Assistance Program (Cont'd)

Toll blocking, as described elsewhere in this price list, is available at no charge to a qualifying low-income customer. Toll blocking becomes a part of a low-income customer's service, when subscribed.

Toll control, as described elsewhere in this price list, is available at no charge to a qualifying low-income customer. Toll control becomes a part of a low-income customer's service, when subscribed.

Toll limitation, which denotes both toll blocking and toll control, is available to a qualifying low-income customer.

If a qualifying low-income customer voluntarily elects toll blocking service from the Company, where that service is available, the customer will not be required to pay a deposit, if otherwise applicable, to initiate service. If a qualifying low-income customer does not voluntarily elect toll blocking service, the Company will waive the deposit requirement for the customer unless the customer has a history of late payments to the Company. A history of late payment means failure to make payment by the due date three times in any twelve-month period.

The Company will file information with the Lifeline Administrator demonstrating that the Lifeline plan meets the criteria set forth in Title 47, C.F.R, Subpart E of Part 54, and stating the number of low-income consumers and the amount of state assistance, pursuant to Section 54.401(d) of those rules.

##### 4.2 Rates

Rates for qualifying low-income ("Lifeline") customers are specified in Rates and Charges Section of this Price List.

##### 4.3 RESERVED FOR FUTURE USE

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 5. Local Exchange Access Service

##### 5.1 General Description

Local Exchange Access Service (Switching and Access Line) provides for an access line and the ability to switch or complete a call made by one end user within the Telephone Company Exchange to another end user within the Telephone Company Exchange. Local Exchange Access Service also provides for the listing of the end users telephone number in the local telephone directory.

##### 5.2 Undertaking of the Telephone Company

- (A) The Telephone Company will provide Local Exchange Access Service (Switching Service and Access Line) to end users residing within the exchange boundaries of the Telephone Company Exchange.
- (B) Use of Local Exchange Access Service will be provided to residential and business end users only.
- (C) An end user that is provided with Local Exchange Access Service (Switching) will be provided with a telephone number whose numerical values are of the Telephone Company's choosing.
- (D) An end user that is provided with a telephone number will also be provided with a one line entry in the annual telephone directory listing the end user's name, and telephone number. The end user's street address may be published at the option of the Telephone Company. Unpublished numbers, unlisted numbers, additional listings or any variation of the Telephone Company's directory listing may be made in accordance with the rates, rules and regulations set forth in Section 8 Supplemental Directory Listings.
- (E) An end user that is provided Local Exchange Access Service may at the end user's request be provided a Premise Extension in accordance with the provisions set forth in Section 10 Premise Extension Service.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 5. Local Exchange Access Service (Cont'd)

##### 5.2 Undertaking of the Telephone Company (Cont'd)

- (F) Intercept arrangements as necessary will be provided with Local Exchange Access Service (Switching) with each relocation or discontinuation of service. Such intercept arrangements will be the sole responsibility of the Telephone Company.
- (G) The Telephone Company will administer its network to insure the provision of acceptable service levels to all end users of the Telephone Company's service. Generally service levels are considered acceptable only when end users are able to establish connections with little or no delay encountered within the Telephone Company network. The Telephone Company maintains the right to apply protective controls which selectively cancels the completion of traffic carried over its network, including that associated with the end user's Local Exchange Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Telephone Company result in the complete loss of service by the end user, the end user will be granted a Credit Allowance for Service Interruption as set forth in Section 2.5.4(B)(1) preceding.
- (H) Touch Tone Service will be provided in conjunction with Local Exchange Access Service (Switching) at a separate charge as set forth in Rates and Charges section of this Price List.
- (I) An end user that orders Local Exchange Access Service and a) orders service where the construction cost is greater than seven times the annualized Local Exchange Access Service Rate (as defined by the REA for the class of service being requested) per extension from existing telephone utility subscriber plant; and b) the ordered service location is not covered by a major service installation or facilities upgrade may obtain service in accordance with Section 14 Construction Charges.

##### 5.3 Limitations

- (A) The determination of the numerical value of the telephone number provided to the end user is the sole responsibility of the Telephone Company.
- (B) The design of the local telephone directory and the individual listing of each end user is the sole responsibility of the Telephone Company.
- (C) The design of the intercept message, its length if over 25 words and its duration if over 60 days is the sole responsibility of the Telephone Company.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 5. Local Exchange Access Service (Cont'd)

##### 5.3 Limitations (Cont'd)

- (D) Local Exchange Access Service (Switching and Access Line) will not be provided to end users residing outside of the Telephone Company's Local Exchange Area (i.e. Foreign Exchange Service) except as authorized by the Commission.
- (E) Local Exchange Access Service (Access Line) will not be provided for use a dedicated facilities.
- (F) Local Exchange Access Service will not be provided in subdivisions and mobile home parks except as provided in Section 14 Construction Charges following.

##### 5.4 Obligations of the End-User

- (A) The end user shall, upon application for Local Exchange Access Service provide the desired name for the directory listing and street address (optional) if different than that on the service order application.
- (B) An end user discontinuing or relocating Local Exchange Access Service and requesting an intercept message for the discontinued telephone number, shall notify the Telephone Company of such request.
- (C) An end user ordering an unlisted or unpublished directory listing shall notify the Telephone Company of such order at the time of application for Local Exchange Access Service and order such service from Section 8 Supplemental Directory Listings.

##### 5.5 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

##### 5.6 Rate Regulations

- (A) The combined charges for Residential Local Exchange Access Service, Community of Interest Calling Plan (CICP) Service (Section 6), and the Colorado High Cost Fund (Section 17) are as set forth in Rates and Charges section of this Price List.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 5. Local Exchange Access Service (Cont'd)

##### 5.6 Rate Regulations (Cont'd)

(B) The combined charges for Business Local Exchange Access Service, Community of Interest Calling Plan (CICP) Service (Section 6 following), and the Colorado High Cost Fund (Section 17 following) are as set forth in Rates and Charges section of this Price List.

(C) The charge for Touchtone Service is as set forth in Rates and Charges section of this Price List.

#### 6. Community of Interest Calling Plan (CICP) Service

##### 6.1 General Description

Community of Interest Calling provides for placing of calls between exchanges having a community of interest as determined by the Commission on a flat rate basis.

##### 6.2 Undertaking of the Telephone Company

(A) The Telephone Company provides CICP Service as a part of Basic Local Exchange Access Service to end users in the applicable exchanges.

(B) The Telephone Company will provide CICP Service to the end users in "From Exchange" to the following "To Exchanges":

	From Exchange	To Exchange
Two-Way CICP	Pleasant View	Cortez
	Pleasant View	Dove Creek *
	Pleasant View	Dolores
	Pleasant View	Rico

\* The Community of Interest Calling area will be expanded to include Dove Creek when facilities are available.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 6. Community of Interest Calling Plan (CICP) Service (Cont'd)

##### 6.3 Limitations

- (A) A telephone number is not provided with CICP Service other than in the exchange in which Local Service is provided (See Section 5.2(C) preceding).
- (B) Directory listings are not provided with CICP Service other than in the exchange in which Local Service is provided (See Section 5.2(D) preceding).
- (C) Custom Calling Features are not provided with CICP Service other than in the exchange in which Local Service is provided (See Section 5.2(H) preceding).
- (D) Calls originating or terminating in one exchange to or from an interexchange carrier in another exchange over CICP facilities not specifically included in 6.2(B) above are considered interexchange usage and will be charged as access usage out of the Telephone Company's interstate or intrastate toll access tariff.

##### 6.4 Obligation of the End User

The obligation of the end user is as set forth in Section 2.3 preceding.

##### 6.5 Payment Arrangements and Credit Allowances

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

##### 6.6 Rate Regulations

- (A) The charges for CICP Service will be made on a per access line per month basis and is included in the Local Exchange Access Service rates set forth in Rates and Charges section of this Price List. This service is available to those end users obtaining Local Exchange Access Service in accordance with Section 5 preceding from the "From Exchanges" as set forth in 6.2(B) preceding (See Section 5.6 preceding).
- (B) The charges for CICP Service to the end users from the "To Exchange" to the "From Exchange" will be provided by the Local Exchange Carrier providing local exchange service to the "To Exchange." There will be no intercompany compensation passed between telephone companies for this service other than the use of the Colorado High Cost Fund (see Section 17 following).

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 7. Local Exchange Special Access Service

##### 7.1 General Description

Local Exchange Special Access Service provides the necessary elements to provide a dedicated transmission path between two or more end users within the local exchange area. Local Exchange Special Access Service does not provide for the use of the Telephone Company end office switches.

##### 7.2 Undertaking of the Telephone Company

- (A) The Telephone Company will provide Local Exchange Special Access Service at voice grade access to all end users residing within the exchange boundaries of the Telephone Company Exchange, at rates set forth in Rates and Charges section of this Price List.
- (B) The Telephone Company will provide optional features and functions as requested by the end user subject to the availability of equipment at rates to be determined on an individual case basis. Such rates will then be included in this price list.
- (C) Optional features as described in paragraph (B) above are provided to the Shell Oil Company, Shell Western E&P, Inc., Cortez Pipeline Company, and Empire Electric Association. The rates set forth in Rates and Charges section of this Price List following apply to the facilities in place and dedicated for use by Shell and its affiliates and Empire Electric Association as of October 18, 1991.

##### 7.3 Limitations

- (A) Local Exchange Switched Access Service is not provided with Local Exchange Special Access Service.
- (B) Local Exchange Special Access Service is not provided to end users or customers residing outside the local exchange area.

##### 7.4 Obligations of the End User

The obligations of the end user are as set forth in Section 2.3 preceding.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 7. Local Exchange Special Access Service (Cont'd)

##### 7.5 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

##### 7.6 Rate Regulations

- (A) Local Exchange Special Access Service is provided on a per month flat rate basis at the rates set forth in Rates and Charges section of this Price List.
- (B) When Local Exchange Special Access Service is ordered, the Access Order Charge will apply.
- (C) When Features and Functions or other than voice grade access is ordered, the installation charge will be actual hours multiplied by the appropriate Labor Charge.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 8. Supplementary Directory Listing Services

This section sets forth the rates and regulations for any changes in the local directory listing from that provided by the Telephone Company.

##### 8.1 General Description

The alphabetical section of the telephone directory consists of a list of names of end users in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of end users and those entitled to use the end user's service as an aid to the use of the telephone service, and any special position or arrangement of names is not contemplated. Any restrictions, changes or additions are provided for in this section. Such restrictions, changes or additions include:

##### Additional or Alternate Listings

- Additional Listings
- Foreign Listings
- Reference Listings

##### Restricted Listings

- Non-listed service
- Non-published service

##### 8.2 Definitions

###### Additional Listing

Any listing of a name or other authorized information in connection with an end user's telephone number in addition to that to which he is entitled in connection with his regular service.

###### Foreign Listings

An alphabetical and directory listing in the Company's exchange directory for an end user who is furnished Local Exchange Access Service from another local exchange serving area.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 8. Supplementary Directory Listing Services (Cont'd)

##### 8.2 Definitions (Cont'd)

###### Reference Listings

An additional listing in another portion of the Company's exchange directory to reference the original directory listing provided by the Telephone Company when Local Exchange Access Service is utilized.

###### Restricted Listings – Non-Listed

A listing that is not published in the Telephone Company's exchange directory. The listing is included in the Company's directory assistance records and will be provided to any calling party.

###### Restricted Listings – Non-published

A listing that is neither published in the Telephone Company's exchange directory or directory assistance records, and to the extent possible will not be released except for emergency purposes.

##### 8.3 Undertaking of the Telephone Company

(A) Annual directories are furnished by the Telephone Company to end users as an aid to the use of the telephone service. The Telephone Company may request that such directories be returned to the Company when new directories are issues. The Telephone Company will furnish to its end users, without charge, one directory per access line. The Telephone Company reserves the right to charge end users for additional directories covering their primary directory area and for directories covering other than their primary directory area.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 8. Supplementary Directory Listing Services (Cont'd)

##### 8.3 Undertaking of the Telephone Company (Cont'd)

- (B) Additional listings, where the listings appear in the directory, will automatically be included in each directory issue unless notice to the contrary is received from the end user.
- (C) Non-Listed telephone service will be furnished, at the end user's request, providing for the omission or deletion of the end user's telephone listing from the telephone directory. Such listings will be carried only in the Telephone Company's directory assistance and other records and will be given to any calling party.
- (D) Non-Published telephone service will be furnished, at the end user's request, providing for the omission or deletion of the end user's telephone listing from the telephone directory and, in addition, the end user's telephone listing will be omitted or deleted from the directory assistance records, subject to the limitations set forth in 8.4(E), (F) and (G) following.
- (E) In the event of error in the listed number of any end users, the Telephone Company shall intercept all calls to the listed number (if central office equipment permits, and the number is not in service) until the next directory is published. In such case, and in case of an error in or omission of the name listing of an end user, the correct listing and number shall be available through directory assistance.

##### 8.4 Limitations

- (A) All listings must conform to the Telephone Company's specifications with respect to its directories.
- (B) Additional listings are available only in the names of authorized users of the end user's service.
- (C) Business additional listings are permitted in connection with business service but are not permitted in connection with residential service.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 8. Supplementary Directory Listing Services (Cont'd)

##### 8.4 Limitations (Cont'd)

- (D) The contract period for additional listings, where the listing appears in the directory, is the annual directory period. (See also 8.3(A) above.)
- (E) The telephone company shall not be liable for damage claimed on account of errors in or omissions from its directories; nor for the result of the publications of such errors in the directory; nor will the Telephone Company be a party to controversies arising between end users or others as a result of listings published in its directories.
- (F) The Telephone Company assumes no liability for an error or omission in the alphabetical section of the telephone directory.
- (G) In cases of extra listing in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to cancellation of the charges and refunding of any charges to the customer in question.
- (H) The Telephone Company will not be liable for failure or refusal to complete a call to a non-published telephone service, when the call is not placed by number.
- (I) The Telephone Company will try to prevent the disclosure of the number of a non-published telephone service, but will not be liable should such number be divulged inadvertently.
- (J) The Telephone Company will disclose the name and address of a non-published telephone service to the Public Safety Answering Point (PSAP) of the Enhanced 911 Service Provider to promote the public health, safety and welfare.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 8. Supplementary Directory Listing Services (Cont'd)

##### 8.5 Obligations of the End User

In addition to the obligations set forth in Section 2.3 preceding, the end user is responsible to properly notify the Telephone Company of his/her desire to cancel supplementary directory listing service.

##### 8.6 Payment Arrangements and Credit Allowances

###### (A) Minimum Periods

The minimum period for supplemental directory listings is one year (the annual directory year).

###### (B) Credit Allowances

Credit allowances will be granted for errors or omissions on additional listings up to the amount previously paid by the end user for such additional listing in the annual directory where the error or omission is found.

##### 8.7 Rate Regulations

One flat rate charge for each additional or restricted listing will apply at the rates set forth in Rates and Charges section of this Price List.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 9. N-1-1 Abbreviated Dialing Codes

##### 9.1 Description

Abbreviated dialing codes enable callers 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.

The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC:

- 211 - Community Information and Referral Services
- 311 - Non-Emergency Governmental Services
- 511 - Traffic and Transportation Information
- 711 - Telecommunications Relay Service
- 811 - Notice of Underground Facilities

##### 9.2 Terms and Conditions

The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)

Access to these abbreviated dialing codes is not available through the following dialing arrangements. In addition, operator assisted calls will not be completed.

- 1+
- 0+, 0- (credit card, third-party billing, collect calls)
- 101XXXX

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.

##### 9.3 Rates

The Company will provide the delivery of calls to the N11 provider over common trunking facilities. If the N11 provider requests the delivery of calls over dedicated trunking facilities, the N11 provider shall be responsible for the actual cost of installing and providing such facilities.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 10. Premise Extension Service

The Telephone Company will provide Premise Extension Service (both on and off premise) in conjunction with Local Exchange Access Service or Special Access Service to end users residing within the exchange boundaries of the Telephone Company Exchange.

##### 10.1 General Description

Premise Extension Service provides the end user with the ability to have two or more terminations on a single Local Exchange Access Service (access line) either on the same premises or on different premises. Premise Extension Service requires the Telephone Company to put two or more protectors on a single Local Exchange Access Service (access line).

##### 10.2 Undertaking of the Telephone Company

- (A) The Telephone Company will provide Premise Extension Service both on an end user's premises and to another premises of the same end user provided that both premises are on the same cable route from the central office and that the end user has obtained the proper right of way clearances for the installation for the Premise Extension Service.
- (B) The Telephone Company will provide Premise Extension Service from the Telephone Company's side of the protector (Telephone Company termination) or the pedestal serving the protector.
- (C) The Telephone Company will provide Premise Extension Service (two access lines with the same telephone number) when the premises are on different cable route from the central office, provided the end user pays a second Local Exchange Access Service rate for the class of service being requested. A Business Line rate for Business Service and a Residential or Low Income Telephone Assistance Line rate for Residential Service may be provided with the same telephone number.

##### 10.3 Limitations

- (A) Premise Extension Service can only be provided in conjunction with Local Exchange Access Service (access line) or Special Access Service.
- (B) Under no circumstances will the company provide Premise Extension Service to combine the services of two or more end users unless each of the end users have and continue to maintain Local Exchange Access Service (access line).

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 10. Premise Extension Service (Cont'd)

##### 10.3 Limitations (Cont'd)

- (C) Premise Extension Service will only be provided within the Local Exchange.
- (D) Premise Extension Service will not be provided by the Telephone Company from the end user's side of the protector (Telephone Company termination).
- (E) Premise Extension Service will not be provided by the Telephone Company unless the end user pays the full construction cost for the installation of the Service.

##### 10.4 Obligations of the End User

- (A) When the end user orders Premise Extension Service, the end user must provide the right of way for the placement of such service.
- (B) In addition, the obligations of the end user set forth in Section 2.3 preceding apply.

##### 10.5 Payment Arrangements and Credit Allowances

In addition to the following, the payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

##### 10.6 Rate Regulations

- (A) A flat rate charge per month will apply for each 1/4 mile of Premise extension or any portion thereof, when the Premise Extension Service is provided on the same cable route from the central office, at the rates set forth in Rates and Charges section of this Price List.
- (B) Two Local Exchange Access Services (as appropriate) will be applicable when Premise Extension Service is provided on different cable routes from the central office, at the rates set forth in Rates and Charges section of this Price List.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 11. Custom Calling Services

Custom Calling Services are provided by the Telephone Company where facilities are available to enhance the utility of Local Exchange Access Service to the end user.

##### 11.1 General Description

Custom Calling Services are provided in conjunction with Local Exchange Access Service to residential end users and business end users with less than five (5) access lines and include the following:

##### 11.2 Definitions

- (A) Abbreviated Dialing - an arrangement which provides for the calling of a telecommunications network telephone number by dialing an abbreviated code. Two arrangements are available, either an eight-code capacity or a thirty-code capacity, but not both on the same line.
- (B) Call Forwarding - 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 by this feature are subject to long distance message charges. These calls are also subject to transmission limitations.
- (C) Call Waiting - an arrangement whereby an end user who is using an exchange access line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternative conversations between parties.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 11. Custom Calling Service (Cont'd)

##### 11.2 Definitions (Cont'd)

- (D) Three-way Calling - an arrangement which 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 and applicable toll charges.
- (E) Toll Blocking - This feature allows a customer to prevent direct-dialed toll calls and operator-handled calls from being placed from their telephone. This feature does not prevent a customer from dialing toll-free calls such as 1-800 or 1-888 calls. Billed Number Screening is also employed with this feature to identify that this telephone number will not accept billing of calls for third-party or collect calls. The Company shall not be liable for any and all claims for loss or damages caused by a customer subscribing to this feature, nor does the Company guarantee that no third-party or collect calls will be billed to the telephone number. In the event that third-party, collect or toll calls are billed to the telephone number, the customer will be liable for payment of those charges.
- (F) Toll Control - This feature allows a customer to specify a certain amount of toll calling that may be charged to their telephone each month. The Company shall not be liable for any and all claims for loss or damages caused by a customer subscribing to this feature.

##### 11.3 Undertaking of the Telephone Company

During specific promotional periods, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis, up to the full amount, for optional products and services. Unless specified elsewhere, this offer will not apply to single basic exchange access lines. Each such offer shall be briefly described in a written notice to the Commission no later than the date upon which the offer is to commence. These promotional offerings will not be made for periods of more than 90 days.

##### 11.4 Limitations

- (A) Custom Calling Services are available only in those exchanges where the central office equipment is available to provide such services.
- (C) Custom Calling Services are only available on single party service.
- (D) Custom Calling Services will only be provided under this price list to residential end users and business end users with less than five (5) access lines.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 11. Custom Calling Service (Cont'd)

##### 11.5 Obligations of the End User

The obligations of the end user are as set forth in Section 2.3 preceding.

##### 11.6 Payment Arrangements and Credit Allowance

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

##### 11.7 Rate Regulations

The rates for each service and/or for selected packages of services (when applicable) are set forth in Rates and Charges section of this Price List.

#### 12. Payphone Services

##### 12.1 Conditions

1. Payphone Service includes lines to which coin, coinless, card reader or a combination of con/card reader telephones may be attached.
2. Payphone Service is a business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the Customer's premises, and the Network Interface Device (NID) at the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for long distance service and local calling.
3. A maximum of the one customer-provided instrument implemented pay telephone may be connected to nay one instrument-implemented or CO-implemented payphone line.
4. General Rules and Regulations found in this tariff are applicable to the provision of Payphone Service.
5. Directory listings may be provided under the regulations governing the furnishing of listings of business subscribers.
6. A Network Interface Device will be installed at a location determined by the Company which is accessible to the customer. The Network Interface Device (NID) is a company-provided jack or its equivalent. It is the point of connection between the telephone company owned wiring and wiring owned by the Customer.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 12. Payphone Service (Cont'd)

##### 12.1 Conditions (Cont'd)

7. Applicable Nonrecurring Charges will apply for the move or rearrangement of the Company's facilities which are made at the request of the customer.

##### 12.2 Responsibility of the Customer (Cont'd)

- 3.b. The Customer is responsible for any federal, state, or local taxes on the Customer Owned Pay Telephone or calls made from that phone.
4. The customer-provided instrument must be registered in compliance with Part 68 of the FCC's Registration program.
5. Customers who elect not to subscribe to Selective Class of Call Screening will be fully responsible for all calls billed to customer's payphone access line. The Telephone Company shall have no responsibility to adjust any such charges and/or release customer from paying any such charges. Customer will hold the Telephone Company harmless from and against any liability or loss resulting from all calls billed to customer's exchange access line.
6. The customer is responsible for compliance with the FCC's Rules and Regulations and the State Commission's Rules regarding the use of pay telephones.

##### 12.3 Violation of Regulations

Upon notification from the company that the customer-provided equipment or wiring is causing or is likely to cause harm, the customer shall make such changes as is necessary to remove such harm. Failure to make such changes will result in the disconnection of service until such change is completed to the satisfaction of the company.

##### 12.4 Instrument-Implemented Payphone Service

Instrument-Implemented Payphone Service is an access line for use with a payphone instrument designed to perform various functions. Payphone instruments are to be provided by the customer.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 12. Payphone Service (Cont'd)

##### 12.5 Central Office (CO)-Implemented Coin Line

1. Central Office-Implemented Coin Line Service is an access line for use with a coin supervision feature. Payphone instruments are to be provided by the customer.
2. Features are additives to the operation of a flat rate access line that provide for CO-Implemented coin line service. The Company offers those features that are provided by the functionality of the Company's switches. These include coin monitoring, coin control (collect and return of coins, if applicable) and/or answer supervision. CO-implemented coin line features that are implemented by the functionality of an operator service provider, such as coin rating, coin refund, repair referral, and operator call screening, are the responsibility of the Payphone service provider (Customer).
3. CO-Implemented Coin Line Service is provided by the Telephone Company per the technology available from the Company's facilities. It shall be the responsibility of the CO-Implemented Coin Line payphone owner to assure technical and operational compatibility with the coin line feature offered by the Telephone Company.

##### 12.6 Features and Functions

1. CO Coin Line Signaling (Coin Supervision) provides the electrical signaling for:
  - Coin monitoring - indicating to an operator service provider the number and denomination of coins deposited based on information provided by the payphone;
  - Coin collection and return - indicating to the payphone equipment to collect coin(s) from or return coin(s) to the calling party where applicable and offered by the Company, and;
  - Answer supervision - indicating to the payphone that the calling line has answered the call, where applicable and is technically feasible.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 12. Payphone Service (Cont'd)

##### 12.6 Features and Functions (Cont'd)

2. Selective Class of Call Screening treatment enables the customer to restrict outgoing operator-handled calls placed over the Telephone Company's network, from the service point to only those calls which are charged to a called telephone, a third number or a calling card. Selective Class of Call Screening will be provided where such facilities are available at the customer's option.
3. Validation may be performed through Originating-Line Screening (OLS). OLS enables operator service providers to determine whether there are billing restrictions on the exchange access line from which a call originates. OLS service delivers codes on operator assisted calls to identify calls originating from privately owned payphones, inmate locations, and hotels/motels, etc. Rates for this service are found in the appropriate interstate access tariff, when facilities and service are available. The customer has the option to request Selective Class of Call Screening and/or OLS.
4. CO-Implemented Coin Line features, including coin monitoring, coin collect and return (where applicable) and/or answer supervision, are provided by the Telephone Company per the technology available from the Company's facilities. It shall be the responsibility of the CO-Implemented Coin Line payphone owner to assure technical and operational compatibility with the coin line features offered by the Telephone Company.

##### 12.7 Rate Regulations

Rates for Payphone Service are set forth in Rates and Charges section of this Price List.

## Price List

LOCAL ACCESS SERVICE

### Terms and Conditions

13. RESERVED FOR FUTURE USE

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges

##### 14.1 General

##### (A) Definitions

##### 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.

##### Company

Refers to Farmers Telephone Company.

##### 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 price list.

##### 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 by 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.



## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.1 General (Cont'd)

##### (A) Definitions (Cont'd)

##### Group Application/Group Project

A group application is for the provision to telephone service to several properties that are located in close proximity (generally less than one-half file 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.

##### 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.

##### 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.

##### Permanent Service

Permanent service is defined as service provided at a premises 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 premises.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.1 General (Cont'd)

- (B) Sections 14.1 through 14.5 of this price list apply to the extension of telephone facilities for the provision of basic local exchange telephone service. Section 14.6 of this price list provides for the Special Construction of facilities, construction of temporary telephone phone facilities, and construction under unusual conditions.
- (C) 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: 1) the facilities may be temporary; 2) facilities are ordered in advance of actual Customer demand for service; 3) unusual costs are involved in furnishing the service; 4) the cost of providing service may involve considerable investment to extend facilities beyond existing facilities.
- (D) 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. Construction costs, in excess of any allowances provided in Section 14.8 following, will be billed to Customers as a Construction Charge.
- (E) The locations for construction of line or facility extensions are determined by the Company and the distances (including drop wire) are measured along the Company selected route.
- (F) 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 14.6 of this price list.
- (G) 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 premises to another.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.1 General (Cont'd)

- (H) 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 for the exchange service provided.
- (I) The Company will provide an Engineering Cost Estimate, free of charge, for the first request for telephone service to an individual Customer's premises or to each individual Customer requesting service as 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 within three-years of the initial request, will be billed to the Applicant(s) using the appropriate hourly engineering charges of the Company. Engineering Cost Estimates will be provided to the Applicant(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 request will be considered an application for service. The payment of such charges, when received by the Company, shall be notice to the Company that the customer desires service and the payment date shall be considered the date of the application for service.
- (J) With the approval of the Company and at the option of the Company, arrangements may be made for the payment of Construction Charges (either for a single Applicant or an Applicant within a group project) in monthly installments over a reasonable period, generally, not to exceed one year. The Company may at its option include monthly Construction Charge amounts in the Customer's regular monthly service bill. Failure of a Customer to make monthly installments of Construction Charges may result in suspension or termination of telephone service. All unpaid installments become due upon termination of service.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.1 General (Cont'd)

- (K) With the approval of the Company and subject to the provisions of Section 14.7 following, a Customer may furnish material, labor, and structures (e.g., trench and backfill, conduit, poles) as partial or full payment of Construction Charges in lieu of cash. The Customer must meet the following specific criteria for any work done by the Customer in public rights-of-way prior to receiving Company approval:
- (1) Signed liability agreement holding the Company harmless for any action taken as a result of said construction activities;
  - (2) Company specified insurance requirements;
  - (3) Bonded to cover workmanship and damage;
  - (4) Public and Personal Safety Standards; and
  - (5) Approval of appropriate governing bodies.
- (L) The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an Applicant under this price list shall at all times be vested exclusively in the Company or another company with which the Company has joint agreement.
- (M) Except as provided in Section 14.1(K) preceding, the terms and conditions in this price list contemplate that the method of construction and the type of materials required to provide the quantity and grade of telephone service requested by the Customer will be determined by the Company. 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.
- (N) Reinforcement of existing physical plant will be provided at the Company's expense unless Special Construction Charges apply pursuant to Section 14.6 of this Price list.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.1 General (Cont'd)

- (O) Where new construction is required, the Company will consult with other utilities to minimize construction costs (e.g., sharing trenches, poles, etc.).
- (P) Consistent with the Commission's Rules Regulating Telecommunications Providers and Telephone Utilities, a written good faith cost estimate will be provided to the Customer. A Customer is responsible for paying the full amount of the Customer's share of the estimated Construction Charge prior to the Company commencing construction unless another payment arrangement is made pursuant to Section 14.1(J) or 14.1(K), preceding. A Customer's share of the estimated construction costs is amount of the cost estimate in excess of the of the Construction Charge allowance specified in Section 14.8 following. If the Customer's share of the actual cost to provide new service exceeds the Customer's estimated costs to provide new service, the Customer shall be responsible for additional Construction Charges in an amount not to exceed 10% of the Customer's estimated Construction Charges. If the Customer's share of the actual Construction Charges is less than the estimated Construction Charges, the Company will refund, or credit at the Customer's option, the excess amounts to the Customer.

##### 14.2 Undertaking of the Telephone Company - Single Applicants

- (A) 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.
- (B) When construction is required to serve a new Applicant, the Company will try 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 made only for those prospective subscribers making a written application for service.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.2 Undertaking of the Telephone Company - Single Applicants (Cont'd)

- (C) 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.
- (D) 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.
- (E) Applicants ordering service at more than one premises are treated as separate Applicants at each premises for purposes of this price list.
- (F) When a Customer disconnects service, no refund or adjustment is made of the Construction Charges applicable to that 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 premises. Upon disconnect, any outstanding construction charge amounts become due and payable immediately.

##### 14.3 Undertaking of the Telephone Company - Group Applicants

- (A) Applicants ordering service at more than one premises are treated as separate Applicants at each premises for purposes of this price list.
- (B) For the purpose of determining the project cost for a group of Applicants, where the Applicants are reasonably close to each other or where the variance in cost between Applicants is expected to be small (such as, customer premises are within one-half mile of each other or the difference in cost between Applicants is less than 10%), an overall cumulative Construction Charge allowance is computed by taking the Construction Charge Allowance listed in Section 14.8, following, times the number of Applicants. The

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.3 Undertaking of the Telephone Company - Group Applicants (Cont'd)

###### (B) (Cont'd)

cumulative allowance is subtracted from the overall project cost. The total remaining cost in excess of the cumulative allowance is divided equally among all Applicants and assessed as a Construction Charge to each Applicant.

Exception: No Applicant is required to pay a greater charge than would have resulted if a construction project were established for that Applicant alone.

- (C) 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 14.8 following.

Exception: No Applicant is required to pay a greater charge than would have resulted if a construction project were established for that Applicant alone.

- (D) Construction charges will not be refunded to Customers that disconnect service. Charges to remaining Customers are not affected by disconnects.
- (E) Construction costs in excess of the per Customer Construction Charge allowance, listed in Section 14.8 following, will be paid by the Customer prior to actual construction of the facilities by the Company unless other payment arrangement is made pursuant to Section 14.1(J) or 14.1(K), preceding.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.4 Undertaking of the Telephone Company - Subsequent Applicants

- (A) 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.
- (B) When a new Applicant requests service that can be provided by an extension of facilities from a previously completed construction project pursuant to Section 14.2 preceding of this price list, 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 serving the new Applicant is computed. The revised construction costs shall include an additional Construction Charge allowance listed in Section 14.8 following, for the new Applicant. If the original Construction Charge payment collected from the initial Applicant was greater than the recomputed amount based on the inclusion of the additional Applicant to the project, the initial Applicant shall be refunded the difference between the original Construction Charge and the revised Construction Charge.
- (C) When a new Applicant requests service that can be provided by an extension of facilities from a previously completed group project pursuant to Section 14.3 preceding of this price list, and the new Applicant has requested service within three years from the date service was initially established for such group project, the Company will compute the costs of the group project as described in Section 14.3 preceding of this price list, including the costs of facility extensions for the new Applicant and allowance to construction listed in Section 14.8 following, for the new Applicant. If the recomputed construction costs results in lesser charges to the original project Applicants, the original project Applicants shall be refunded the difference between the revised costs and the original Construction Charges. The new Applicant shall be assessed their prorated share of the group project costs.



## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.4 Undertaking of the Telephone Company - Subsequent Applicants (Cont'd)

- (D) 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 Applicants to the project.
- (E) 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 remaining Customers are not affected by disconnects.
- (F) When a Customer disconnects service or moves from a premises 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.

##### 14.5 Undertaking of the Company for Land Developments

- (A) 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:
  - (1) Description of the subdivision or development;
  - (2) 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;
  - (3) Utility easements on all sides of every parcel shall be platted and recorded;
  - (4) An addressed, recorded plat in electronic, digitized or written format shall be provided to the Company;

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

14.5 Undertaking of the Company for Land Developments (Cont'd)

(A) (Cont'd)

- (5) Rights, responsibilities and liabilities associated with trench and backfill work upon initial construction and subsequent maintenance; and
- (6) Provisions for notification between the Company and Developer/Builder (such as, notification 90 days prior to the backbone trench date, 21 days notice of the completion date of a premises).

(B) The Company may, at its discretion, offer two options:

- (1) Option 1 - Company Engineered/Designed/Furnished/Installed Facilities for New Land Developments

The Company will use standard Company specifications, the Company 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 the estimated construction cost prior to the Company commencing construction. If the Company's total actual cost to provide new service exceeds the estimated costs to provide new service, the Developer/Builder shall be responsible for additional Construction Charges in an amount not to exceed 10% of the total estimated Construction Charges. If the Company's total cost of actual Construction Charges is less than the estimated Construction Charges, the Company will refund the excess amounts to the Developer/Builder.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

14.5 Undertaking of the Company for Land Developments (Cont'd)

(B) (Cont'd)

(2) Option 2 - Developer/Builder Engineered/Designed/Furnished/Installed Facilities

The LDA must include and the Developer/Builder will provide the following:

- (a) Using Standard Company specifications, the Developer/Builder will engineer, design, secure all material and provide labor to place the facilities within the development and extend facilities from the closest existing telecommunications facilities of the Company to the development;
- (b) The Developer's/Builder's job prints and material list must be submitted to the Company for approval prior to the construction of the facilities. The Developer's/Builder's plans must include trench and backfill plans and specifications, trench and backfill schedules, and coordination of inspection schedules. All permits, rights-of-way and easements shall have been secured and recorded as necessary;
- (c) The Developer/Builder shall allow the Company to inspect the placement of the facilities and perform conformance testing;
- (d) Once work is complete and the Company has inspected and conformance tested the facilities, the Developer/Builder will transfer ownership of all telephone facilities placed, along with their attendant easements, to the Company. Prior to the transfer, all costs for the facilities and work shall have been paid in full. The transfer will be free and clear of any and all liens and encumbrances and shall be accompanied by an indemnification holding the Company harmless from all claims arising from the purchase and placement of the telephone facilities.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

14.5 Undertaking of the Company for Land Developments (Cont'd)

(B) (Cont'd)

(2) Option 2 - Developer/Builder Engineered/Designed/Furnished/Installed Facilities (Cont'd)

(e) All review and inspection work provided by the Company will be charged to the Developer/Builder at the Company's rates for such work.

(C) Regardless of the Option selected, 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 provide for 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.

(D) In all cases, the Company retains ownership of the installed plant.

(E) 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.

(F) Distribution facilities covered by a LDA cannot be used for subsequent developments until they are covered by a new LDA.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.5 Undertaking of the Company for Land Developments (Cont'd)

- (G) Once the Company has accepted the facilities provided by the Developer/Builder or completed the construction of Company provided facilities within a land development area, the Company will reimburse the Development/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 14.8 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 premises regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. 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.

##### 14.6 Other Construction or Conditions

###### (A) Special Types of Construction

- (1) 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 price list.
- (2) Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground, the Company may charge the cost of such relocation to the persons requesting relocation of such facilities.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.6 Other Construction or Conditions (Cont'd)

##### (A) Special Types of Construction (Cont'd)

- (3) Special Constructions 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.

##### (B) Temporary Construction, Seasonal Service or Unusual Conditions

- (1) 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 modification, 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.
- (2) In no event shall service be classified as temporary or seasonal where full service has been provided continuously for twelve (12) or more consecutive months at a premises.
- (3) 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.
- (4) 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.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.6 Other Construction or Conditions (Cont'd)

##### (C) Buried and/or Underground Telecommunications Facilities Servicing Cluster and Mobile Homes

- (1) A Cluster/Mobile Home Developer will be required to sign a LDA pursuant to Section 14.5 preceding of this price list.
- (2) 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.
- (3) 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. In no case will the Company provide service when the protector/NID is attached to the mobile home.
- (4) The Company will not provide a Construction Charge allowance pursuant to Section 14.8, following, to owners of mobile homes unless such mobile homes are located on a permanent pad or foundation. When the mobile home is not mounted on a permanent pad or foundation, such service is considered temporary.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

14.7 Limitations on Customer/Developer/Builder Provided Construction and/or Materials in Lieu of Cash Payments for Construction Charges

- (A) The Company and the Applicant (end user/Developer/Builder) will enter into a written agreement for the provision of the requested facilities. The agreement will delineate the Company's responsibilities, the Applicant's responsibilities, the associated construction costs, allowances and Constructions Charges.
- (B) The ownership of any facilities provided wholly or in part at the expense of the Applicant under this price list shall at all time be vested exclusively in the Company.
- (C) In order to protect the Company's network and other end users, the Company will not connect to Applicant installed facilities unless the Applicant has complied with the following:
  - (1) Applicant must inform the Company at least seven working days prior to the construction of facilities by the Applicant so that the Company can schedule its representative to inspect the plans, materials and construction;
  - (2) The Applicant shall construct its facilities only during normal Company business hours unless another arrangement has been agreed to by the Applicant and the Company;
  - (3) The materials and methods used for the construction shall be of the same quality and quantity utilized by the Company unless the Company has provided written authorization to the Applicant, approving other materials and/or construction;



## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

#### 14. Line Extension, Special Construction and Aid to Construction Charges (Cont'd)

##### 14.7 Limitations on Customer/Developer/Builder Provided Construction and/or Materials in Lieu of Cash Payments for Construction Charges (Cont'd)

(C) (Cont'd)

(4) Inspections performed by the Company's Engineering Services and Inspection Services will be paid for by the Applicant prior to the connection of Applicant's facilities to those provided by the Company. Company inspection personnel must be on site when cable is being plowed or if cable is placed in a trench, the trench must be left open until Company inspectors have inspected and approved the installation.

(5) In all cases of construction of facilities by an end user, the materials furnished and method of construction are subject to the approval of the Company and an appropriate hourly engineering charge will be applied for the Company's supervision of the project.

##### 14.8 Rate Regulations

For extensions of facilities beyond the existing exchange facilities of the Company or in areas of new land development and in compliance with this price list, the Company will provide the Applicant a Construction Charge Allowance in an amount of \$3,600 per Applicant per premises. If this allowance equals or exceeds the cost of construction, no Construction Charge will be levied.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 15. Basic Emergency Services

##### 15.1 General Description

Basic Emergency Services are offered by the Telephone Company to the Certificated Basic Emergency Service Provider (BESP) and the Automatic Location Identification (ALI) Database Provider. These services allow the BESP and ALI Database Provider 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 section.

- (A) 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.
- (B) 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.

##### 15.2 Undertaking of the Telephone Company

- (A) The Telephone 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.
- (B) The Telephone 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 exchange(s).

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 15. Basic Emergency Services (Cont'd)

##### 15.3 Limitations

- (A) The Telephone 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.
- (B) The Telephone Company does not undertake the provision of transmission facilities or E911 services outside the serving area shown in Section 21.
- (C) The Telephone 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.
- (D) The Telephone Company does not undertake the inspection or constant monitoring of facilities to discover errors and malfunctions in the service.
- (E) The Telephone Company's liability for any 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.
- (F) The Telephone 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.

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

15. Basic Emergency Services (Cont'd)

15.4 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 operational tests 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.

15.5 Payment Arrangements and Credit Allowances

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

## Price List

### LOCAL ACCESS SERVICE

#### Terms and Conditions

15. Basic Emergency Services (Cont'd)

15.6 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 ongoing costs of sending name and number information to the customer.

15.7 Rate Regulations

- (A) 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 in Rates and Charges section of this Price List.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services

##### 16.1 General Description

Enhanced Custom Calling Services are provided by the Telephone Company, where facilities are available, to enhance the utility of Local Exchange Access Service to the end user, and include one or more of the following features.

##### 16.2 Definitions

###### Anonymous Call Rejection

Allows a customer to reject all calls from parties who have blocked delivery of their number.

###### Automatic Callback (Re-dial)

Allows a customer to dial a code that will cause the feature to automatically re-dial the last number the customer dialed. If the called number is busy, the feature will re-dial the called number for a limited period of time. A tone alerts the customer when the called number becomes available.

###### Call Barring

Allows Subscriber to block access to specific numbers or prevent call service access codes.

###### Call Forwarding - Busy Line

Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

###### Call Forwarding - Don't Answer

Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

###### Call Forwarding - Remote Access

Allows a customer to forward their telephone from a location other than their home or business.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services (Cont'd)

##### 16.2 Definitions (Continued)

###### Call Hold

Subscribers may place a call on hold and then call another number.

###### Call Trace

Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The company is not liable for damages if, for any reason, the Call Trace attempt is not successful.

###### Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and then to leave the connection without disconnecting the call. Transferring party may be liable for long distance charges incurred.

###### Caller Identification - Name and Number

Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) 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.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services (Cont'd)

##### 16.2 Definitions (Continued)

###### Caller Identification – Number

Allows for the automatic deliver of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) 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.

###### Change Number Recording

If number is changed, callers calling the old number will receive a Message that the number has changed and what the new number is.

###### Distinctive Ringing

Allows the customer to have assigned to the same telephone line, up to three additional telephone numbers. Each additional number will have its own distinctive ringing tone to identify which number is being called. If Call Waiting is also subscribed to, a distinctive call waiting tone will be heard for each number.

###### Distinctive Ringing/Call Waiting

Allows the customer to make a list of special numbers, which will be designated with a special ring when calling. If Call Waiting is subscribed to, a special tone will be heard.

###### Do Not Disturb (Selective Call Acceptance numbers will be connected.)

Subscribers can block their line temporarily preventing all incoming calls. Callers will hear a message that the subscriber is not currently accepting calls.

###### Find Me Follow Me

The subscriber makes a list of numbers that a call will be routed through. If one line isn't answered, then the next number on the list will be called.

###### Home Intercom

Subscriber may contact another extension on the same telephone line.

###### Hot Line

Pre-configures a phone line to automatically call a number when a phone is picked up.



# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services (Cont'd)

##### 16.2 Definitions (Continued)

###### Last Call Return

Allows a customer to dial a code that will cause the feature to automatically re-dial 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 called number is busy, the feature will re-dial the called number for a limited period of time. A tone alerts the customer when the called line is available. This feature will not return calls to parties who have blocked delivery of their number.

###### Long Distance (ANI Screening and Authorization Code)

ANI Screening: Permit or deny calls based on the calling number. Can Add a long Distance account code up to 15 digits to restrict who can place long distance calls.

Authorization Code: User must enter an authorization code and/or a pin number before they dial the long distance number.

###### Mandatory Account Codes

After dialing a number, the subscriber must enter an account code to complete the call. Can be used to restrict long distance calls.

###### Multiple Appearance Directory Number (MADN)

For when a subscriber wishes for more than one phone to ring for a single number.

###### Per Call Blocking

Allows the customer to block their number and name from being displayed on an individual call by dialing \*67 with a tone dial phone (1167 with a rotary dial phone) immediately before the call. It is necessary to repeat this procedure before each call that you wish to block CALLER ID.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services (Cont'd)

##### 16.2 Definitions (Continued)

###### Per Line Blocking

Allows the customer to block their number and name from being displayed on any outgoing calls. In some cases, the customer may wish to have their number delivered on specific calls. To do this, the customer dials \*82 with a tone dial phone (1182 with a rotary dial phone) immediately before the call. There is one exception to per line blocking; the number will always be delivered when dialing 911. Service order charges do not apply the first time a customer subscribes to this service or at any time for law enforcement agencies and domestic violence programs.

###### Phone Always Rings Busy

Callers get a busy signal, for those who don't want callers to know they're away.

###### Priority Call

Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list, or the customer will hear a distinctive Call Waiting tone if they also subscribe to that service and are on the phone.

###### Selective Call Acceptance

Allows the customer to list up to 32 numbers that will be allowed to terminate at the customer's telephone. All other calls are routed to a recording.

###### Selective Call Forwarding

Allows a customer to specify a special list of a maximum of 32 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

###### Selective Call Rejection

Enables a customer to reject call attempts from up to 32 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

###### Wake-Up Service/Reminder Call Service

Subscribers can schedule an automatic call to help them to remember something, or as a wake-up call. This can be set up for once or as recurring.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services (Cont'd)

##### 16.2 Definitions (Continued)

###### Warm Line

Warm Line service allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within thirty (30) seconds after going off-hook. When the customer's telephone goes off-hook and dialing begins within the specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

##### 16.2.1 Definitions – Business Plan Enhanced Calling Services

The Business Plan includes all of the following services:

###### Auto Attendant

Auto attendant intercepts a call to a subscriber line and plays a menu list for the caller to get to the desired extension, or an information recording.

###### Automatic Call Distribution

Uses a hunt group for each call type to determine who the call should be routed to.

###### Call Pickup

Allows subscriber to answer a call on another line in the same business group by using an access code.

###### Directed Pickup

Subscriber can answer a call on another in the same business group using an access code, then the target line's intercom code.

###### Intercom Codes

Codes that can contact another line within the same business group.

###### Line Hunting

If the line called in the business group is busy, then the call is transferred to the next available line. The caller only gets busy signal if no lines are open.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services (Cont'd)

##### 16.2 Definitions (Continued)

###### 16.2.1 Definitions – Business Plan Enhanced Calling Services (Continued)

###### Multiple Appearance Directory Number

Calls to a pilot number cause multiple phones to ring, when one phone is answered, the others stop ringing. A directory number can be used so only one phone will ring.

###### Music on Hold

This plays music to the caller when they're on hold so they know their call hasn't been dropped.

###### Shared Line Appearance

When a line in a business group is called, lamps on other phones indicate which line is being called; and if a member is away from their phone which line is being called and if a member is away from their phone, another can answer the call.

###### Short Codes

Code that maps a full number in business group and is treated like a normal call.

##### 16.3 Undertaking of the Telephone Company

During specific promotional periods, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis, up to the full amount, for optional products and services. Unless specified elsewhere, this offer will not apply to single basic exchange access lines. Each such offer shall be briefly described in a written notice to the Commission no later than the date upon which the offer is to commence. These promotional offerings will not be made for periods of more than 90 days.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 16. Enhanced Custom Calling Services (Cont'd)

##### 16.4 Limitations

- (A) The predetermined number associated with Warm Line Service is controlled by the customer and may be changed only through the issuance of a service order.
- (B) Once automatic dialing begins on lines equipped with Warm Line Service, calls to other numbers cannot be made. For example, dialing of 911 or other emergency numbers must begin before the delay period ends.

##### 16.5 Obligations of the End User

The obligations of the end user are as set forth in Section 2.3 preceding.

##### 16.6 Payment Arrangements and Credit Allowances

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

##### 16.7 Rate Regulations

The rates for each service and/or for selected packages of services (when applicable) are set forth in Rates and Charges section of this Price List.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 17. Colorado High Cost Fund

##### 17.1 Undertaking of the Telephone Company

- (A) In order to accomplish the goal of universal basic service, the Colorado Utilities Commission was directed to create a system of support mechanisms to assist in the provision of basic service in high-cost areas (§40-15-502(5)(a) Colorado Revised Statutes (C.R.S.)) Specifically, the Colorado High Cost Fund (CHCF) was created under §40-15-208 C.R.S. with the Commission designated as its administrator.

The Commission requires all telecommunications service providers that provide Colorado intrastate telecommunications services to contribute to the Colorado High Cost Fund based on their proportionate share of end-user telecommunications revenues.

- (B) A Colorado High Cost Fund Charge, expressed herein as a percentage of the rates, will be charged by the Company in addition to the rates for those services, features and functions as listed elsewhere in the Company price lists, for all intrastate retail telecommunications services provided to end-user customers. The aggregate charge will be shown separately on the end-user customer's bill.

##### 17.2 Obligations of the End User

The obligations of the end user are as set forth in 2.3 preceding.

##### 17.3 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances are set forth in 2.5 preceding.

##### 17.4 Rate Regulations

Reference to the current rate is specified in Rates and Charges section of this Price List.

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 18. COLORADO TELEPHONE RELAY SERVICES

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

#### **RATES**

The 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 Services will appear as a line item on all monthly bills and is assessed on each line.

#### Monthly Rate

Per Access Line

See Rates and Charges section of this Price List

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 19. Number Services

##### 19.1 Number Reservations and Personalized Number Service

#### RATES

	<u>Monthly Rate</u>
Number Reservation (per number)	1.00
Personalized Number Service Utilized (per number)	3.00

#### DESCRIPTION

##### Number Reservation

When a customer requests that a number or specific sequential numbers be reserved for their future use or if they expect to have telephone service in the near future and wish the number to be reserved, the above rate will apply.

##### Personalized Number Service

When a customer within an "NXX" requests a specified sequence of numbers that may or may not spell out a specified word or abbreviations, NXX-2277 or "NXX-CARS", and has not been provided to another customer, the Company will provide the number at the above rate.



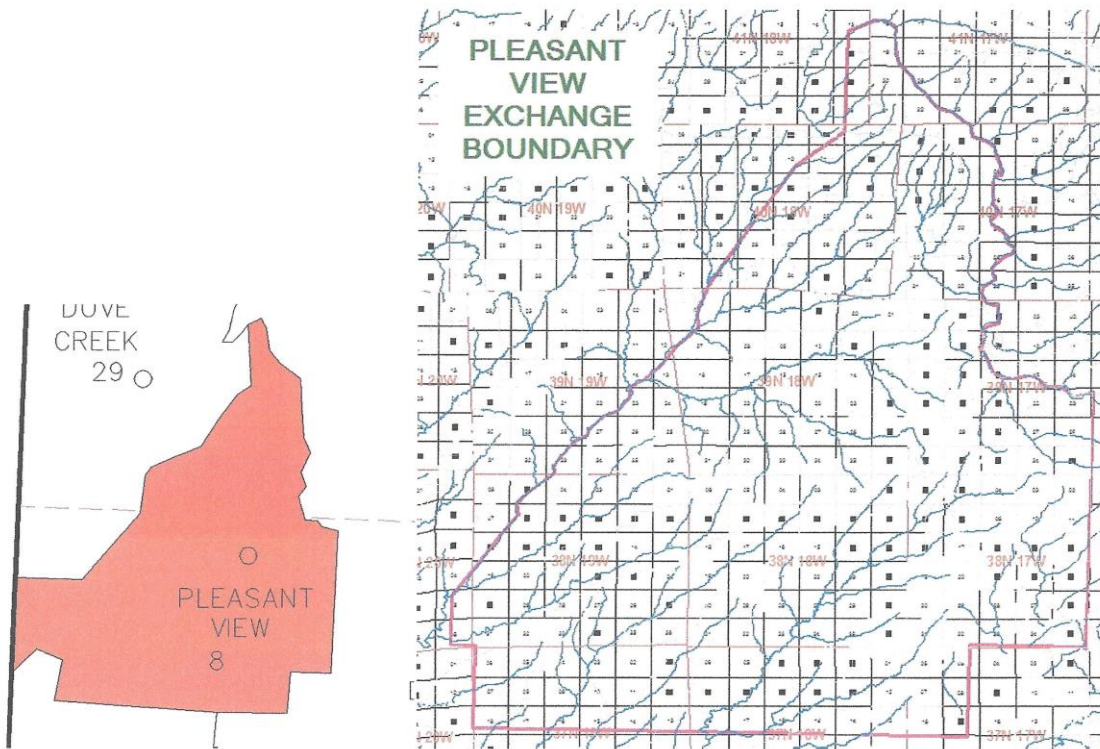
# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

#### 20. Exhibits

##### 20.1 Area Exchange Maps

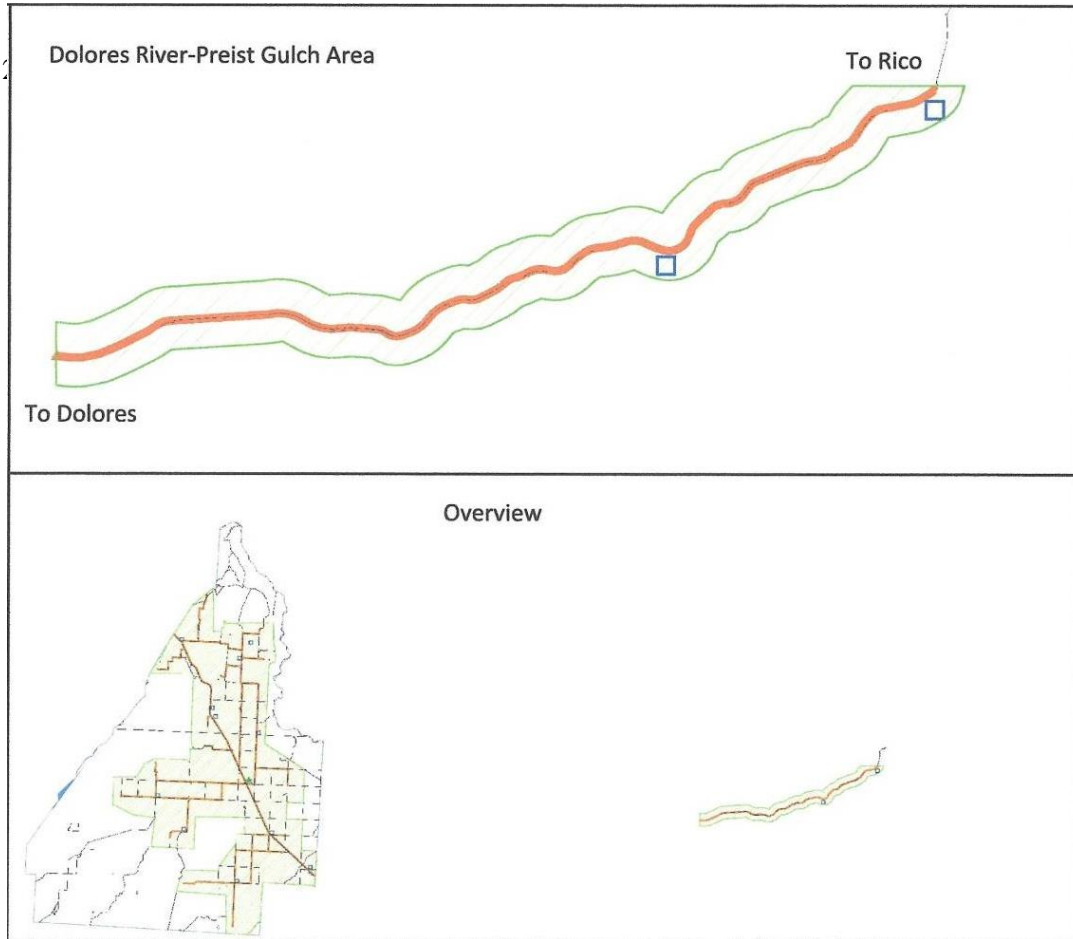


# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

20. Exhibits (Cont'd)



#### DOLORES CANYON RATE AREA MAP

The Dolores Canyon Rate Area lies in northeastern Montezuma County. The area follows Colorado Highway 124 north and east from a point where it crosses Taylor Creek near the Dolores River to a point where the highway crosses the Montezuma-Dolores County Line. The Area is approximately 300 feet wide. (Map is not marked to scale.)

# Price List

## LOCAL ACCESS SERVICE

### Terms and Conditions

20. Exhibits (Cont'd)

20.2 Trailer Park Agreement

#### FARMERS TELEPHONE COMPANY

#### TRAILER PARK AGREEMENT FOR UNDERGROUND TELEPHONE DISTRIBUTION SYSTEM

FARMERS TELEPHONE COMPANY, hereinafter called "Company", and \_\_\_\_\_, hereinafter called "Applicant", mutually agree as follows:

1. Applicant shall furnish upon application a general plan for said trailer park, including future additions, and furnish the company with easements and rights of way required to make the necessary installation.
2. Applicant is responsible for all estimated costs of construction and material. Applicant must pay such costs prior to commencement of construction. Upon completion of construction, Applicant is responsible for all actual costs of the construction.
3. Company shall own, install, operate, and maintain all telephone distribution facilities in said Trailer Park.
4. Damage to said outside plant facilities, through the action of the Applicant, will be the responsibility of the Applicant, and Company will be billed for actual cost to repair said damage.
5. Applicant shall open and close trench with a minimum of three feet depth. Underground cable shall be isolated from the other utilities, and covered with sand or fine soil for a depth of six inches and firmly compacted before trench is completely filled. Twelve (12) inches of compacted soil is required between power and telephone cable.
6. This agreement shall at all times be subject to such changes and modifications by the Public Utilities Commission of the State of Colorado as said Commission may from time to time direct in the exercise of its jurisdiction.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
FARMERS TELEPHONE COMPANY